

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

CHEYENNE COUNTY RESOLUTION NUMBER: _____

EL PASO COUNTY RESOLUTION NUMBER: _____

KIT CARSON COUNTY RESOLUTION NUMBER: _____

LINCOLN COUNTY RESOLUTION NUMBER: _____

TELLER COUNTY RESOLUTION NUMBER: _____

THIS AGREEMENT to reconstitute and amend the previous Intergovernmental Agreement Establishing the Plains to Peaks Regional Emergency Medical and Trauma Advisory Council is entered into this ____ day of _____ 2013, (first day after final approval of all counties) by and among the Board of County Commissioners for the counties of Cheyenne, El Paso, Kit Carson, Lincoln, and Teller, Colorado, referred to collectively herein as the “Counties”.

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; and

WHEREAS, the General Assembly of the State of Colorado enacted the statewide Colorado Emergency Medical and Trauma Services Act (“Act”), Section 25-3.5-101, et seq., C.R.S.; and

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 “RETAC”) 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

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

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

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

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, the Counties may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each county.

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

The Counties 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.

This RETAC shall be known to all interested parties as the “Plains to Peaks Regional Emergency Medical and Trauma Advisory Council” hereinafter referred to as the “PP-RETAC”.

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

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 pre-hospital 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, V, or a licensed acute care or critical access hospital on the effective date of this agreement will appoint one Member. PP-RETAC Members will serve an indeterminate term at the pleasure of their appointing authority and the appointing authority may remove or replace a Member at will. The appointing authority shall notify the PP-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 PP-RETAC member may designate, in writing, an alternate who can vote in the Member’s absence. Additional 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 Members. The PP-RETAC may appoint ex officio Members as it so deems necessary. Ex officio 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 one (1) person specifically designated by the governing or corporate board for each healthcare system as described in the paragraph above. Each Member shall have one (1) vote. A meeting quorum of the PP-RETAC shall be as established in the Bylaws for the PP-RETAC. The affirmative vote of a majority of the PP-RETAC Members constituting a quorum shall be required for the PP-RETAC to take any action.

The PP-RETAC has adopted Bylaws that direct the mission and conduct of the RETAC's meetings, functions and operations. These Bylaws may, from time to time, be amended by majority vote of PP-RETAC Members so long as such Bylaws revision(s) remain consistent and are not in conflict with the provisions of this agreement.

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

The PP-RETAC shall meet at least once in each calendar quarter at such time and place as the PP-RETAC shall decide. Locations of the meeting for the PP-RETAC shall be rotated as determined by mutual agreement of the Members.

All meetings of the 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 at designated public places within each of the five Counties no less than twenty-four (24) hours prior to the meeting. 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. Each Member will be required to attend at least one meeting annually in person.

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

The PP-RETAC is limited in its spending authority to the annual total budget approved by the PP-RETAC. Annual expenditures shall not exceed revenues, including any reserve funds, as approved by the PP-RETAC. The PP-RETAC shall adhere to generally accepted accounting principles and Colorado law.

The Counties acknowledge that amounts will be appropriated and distributed by the State of Colorado to the PP-RETAC from the state EMS account for improvement of County medical and trauma services planning and, to the extent possible, coordination of emergency medical and trauma services in and between Counties when such coordination would provide for better service geographically. The Counties agree to set aside 10% of their allocated funds annually for replacement of capital equipment for the Regional office. The balance of these funds will be appropriated to each of the Counties and allocated following an approved request from individual County designated representatives. Each of the Counties, subject to their respective BoCC approval, will maintain its discretion over the expenditure and use of the funds allocated to their individual County. Any appropriations of County funding allocated to PP-RETAC operations must comply with C.R.S. Title 25, Article 3.5 and the PP-RETAC biennial plan (see § 25-3.5-605, C.R.S.) Counties may maintain money allocated from the State of Colorado EMS fund in a special fund and carry over excess money for use in future years.

No later than April 1 of each year, the PP-RETAC shall prepare a proposed annual budget for the next fiscal year and submit a copy to each of the Council Members for review and comment. 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 PP-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 PP-RETAC no later than 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 PP-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 serve as the fiscal agent for the PP-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 PP-RETAC. Cheyenne County's books of account shall correctly show any and all 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 PP-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 County's financial records pertaining to PP-RETAC funding shall be open to inspection by the Counties upon reasonable notice during normal business hours and to the public pursuant to the Colorado Open Records Act. Cheyenne County shall provide for the auditing of all books and accounts and other financial records of the PP-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 PP-RETAC shall be a routine operating expense borne by the PP-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 PP-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 any inconsistent provisions of this agreement. 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 PP-RETAC is directed to submit its recommended regional emergency medical and trauma system plan for approval by the Counties on an annual basis. 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 PP-RETAC shall secure approval from the Counties and submit the approved plan to the Colorado State Emergency Medical and Trauma Services Advisory Council as required by Section 25-3.5-704(2.5)(b) C.R.S.. 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 PP-RETAC shall meet or exceed all expected contractual deliverables and address the following issues:

1. The provision of minimum services and care at the most appropriate facilities in response to the following factors: facility-established triage and transport plans; inter-facility transfer agreements; geographical barriers; population density; emergency medical services and trauma care resources; and accessibility to designated facilities;
2. 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. 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. A description of public information, education, and prevention programs to be provided for the area;
5. A description of the functions that will be contracted services; and
6. 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.

The PP-RETAC shall submit a report to the BoCC for each of the Counties in the region not later than October 1 each year. The report will demonstrate the PP-RETAC's accomplishments to date and list the goals of the PP-RETAC for the coming year.

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

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

Chairperson, El Paso County Board of County Commissioners
200 S. Cascade, Suite 100
Colorado Springs, Colorado 80903-2202

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 ongoing operations of the PP-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.

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 PP-RETAC, such funds will continue to be contributed to the PP-RETAC during the notice of termination period. The Counties agree that the PP-RETAC will continue to provide services during the notice of termination period.

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 PP-RETAC.

The PP-RETAC may be dissolved by a majority vote of the Counties. Upon dissolution of the PP-RETAC, the Counties thereafter agree to reasonably negotiate an equitable division of assets subject to applicable law and contractual agreements.

Nothing contained herein shall make or be construed to make PP-RETAC, the Counties, a partner of any of the others, nor is this agreement intended to create a separate governmental entity for purposes of Article I, Title 29, C.R.S.

This agreement embodies the entire agreement about its subject matter among the Counties and supersedes any prior agreements or understandings. No alterations, amendments or modifications 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 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 is deemed invalid or unenforceable by a court of competent jurisdiction or by operation of 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 clause of this agreement shall be construed as a waiver of governmental immunity by the PP-RETAC or any Member thereof. § 24-10-106, C.R.S.

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.

ATTEST:

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

By: _____
County Clerk

By: _____
Chairperson

ATTEST:

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

By: _____
County Clerk

By: _____
Chairperson

ATTEST:

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

By: _____
County Clerk

By: _____
Chairperson

ATTEST:

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

By: _____
County Clerk

By: _____
Chairperson

ATTEST:

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

By: _____
County Clerk

By: _____
Chairperson