

INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE
PLAINS TO PEAKS REGION
EMERGENCY MEDICAL AND TRAUMA ADVISORY COUNCIL

THIS AGREEMENT is entered into this 1st day of November 2000, 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, Colorado (herein “Teller”), referred to herein as the “County” or “Counties”.

WHEREAS, the General Assembly of the State of Colorado enacted the Statewide Trauma Care System Act (“Act”), Section 25-3.5-701, 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 recognize that appropriate care for those persons experiencing a medical emergency or traumatic injury is advisable; and

WHEREAS, the Counties 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 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, Cheyenne, El Paso, Kit Carson, Lincoln and Teller 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 establish 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.”

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

The Plains to Peaks RETAC will be comprised of fifteen (15) members. The Board of County Commissioners for each County will appoint two members to the RETAC, one being a representative of local government and one being a representative of the prehospital community. The governing board for each trauma center in the Counties designated by the State of Colorado as a level I, II, III or IV on July 1, 2000 will appoint one representative. 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 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 RETAC member may designate, in writing, an alternate who can vote in the member’s absence. Additional representatives from counties petitioning to join the region or from trauma centers designated after July 1, 2000 may only be added with the unanimous consent of the Counties. The 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.

Each member of the Plains to Peaks RETAC shall have one (1) vote. A quorum of the RETAC shall consist of a majority of the RETAC’s members. The affirmative vote of a majority of the RETAC members present shall be required for the RETAC to take any action.

The Plains to Peaks RETAC shall adopt Bylaws as necessary for the conduct of the RETAC within ninety (90) days after the effective date of this agreement or appointment of the members so long as such Bylaws are consistent and not in conflict with the provisions of this agreement.

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

The Plains to Peaks RETAC shall meet at least once in each calendar quarter at such time and place as the RETAC shall decide. The meeting site will rotate between the Counties.

All meetings of the Plains to Peaks 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 designated public place no less than twenty-four (24) hours prior to the meeting.

The Plains to Peaks 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 Plains to Peaks RETAC shall be open to the public and subject to the Colorado Open Records Act, Section 24-72-201, et seq., C.R.S.

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

The Counties agree that the fifteen thousand dollars (\$15,000) per County, or other amounts appropriated by the State of Colorado, distributed to the RETAC by the State of Colorado on and after July 1, 2002 from the state EMS account pursuant to 25-3.5-603(2.5)(b)(I) C.R.S. will be passed through to the Counties. Each County will maintain its discretion over the expenditure of the funds allocated to their County for the purposes allowed by law. The Counties agree that the seventy-five thousand dollars (\$75,000), or other amounts appropriated by the State of Colorado, distributed to the RETAC by the State of Colorado on and after July 1, 2002 from the state EMS account pursuant to 25-3.5-603(2.5)(b)(I) C.R.S. will be allocated to the RETAC to fund capital costs, costs of special services or maintenance and operating costs of the RETAC for the benefit of the Counties.

No later than October 1 of each year, the RETAC shall prepare a proposed annual budget for the next fiscal year and shall submit a copy to 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 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 RETAC no later than December 15 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 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 will serve as the fiscal agent for the RETAC. Cheyenne 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 RETAC. Cheyenne's books of account shall correctly show any and all revenues, costs, expenses or charges paid from to be paid by funds obtained from federal or state sources, each of the Counties, private contributions

or revenue generated by the RETAC's activities. Cheyenne's books shall be open to inspection by the Counties upon reasonable notice during normal business hours. Cheyenne shall provide for the auditing of all books and accounts and other financial records of the 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. The audit costs directly attributable to the RETAC shall be a routine operating expense borne by the 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 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 RETAC is directed, on or before January 1, 2003, 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 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 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 recommended by the RETAC shall address the following issues:

(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;

(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;

(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;

(D) A description of public information, education, and prevention programs to be provided for the area;

(E) A description of the functions that will be contracted services; and

(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.

The Plains to Peaks RETAC shall submit a report to the Board of County Commissioners for each County in the RETAC not later than October 1 each year. The report will demonstrate the RETAC's accomplishments to date and list the goals of the 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.

Any notice required hereunder 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
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 with one another in the formation, development and operation of the Plains to Peaks 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 other Counties and the Colorado

State Emergency Medical and Trauma Services Advisory Council. The Counties agree that if the County terminating its participation appropriated funds for the RETAC , such funds will be contributed to the RETAC during the notice of termination period. The Counties agree that the 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 RETAC.

The RETAC may be dissolved by a majority vote of the Counties. Upon dissolution of the 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 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.

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: _____
Deputy 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