



Board of Directors

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Councilmember Sam Gieck
Lieutenant Mike Skeldum (Alternate)
Chief Matt Love
Chief Jeremy Gardner

**EL PASO COUNTY EMERGENCY SERVICES AUTHORITY
BOARD MEETING AGENDA
Wednesday, October 1, 2014 – 3:00 p.m.
Pikes Peak Regional Development Center
2880 International Circle, 2nd Floor Hearing Room, Colorado Springs, CO 80910**

Call to Order – Determination of a quorum

This meeting is being recorded to assist in the production of meeting minutes.

- 1. CHANGES TO AGENDA/POSTPONEMENTS**
- 2. PUBLIC COMMENT FOR ITEMS NOT SCHEDULED ON THE AGENDA**
- 3. APPROVAL OF THE MINUTES OF SEPTEMBER 3, 2014** [Action/Approval]
- 4. REGULAR BUSINESS**
 - A. July 2014 Compliance Report Correction (Caroline Sasaki) [Action/Approval]
 - B. August 2014 Compliance Report (Caroline Sasaki) [Action/Approval]
 - C. Ratification of the amended 2014 Budget (Caroline Sasaki) [Action/Approval]
 - D. Ratification of the 2015 Budget (Caroline Sasaki) [Action/Approval]
 - E. Committee Reports
 - Research Committee (Chief Carl Tatum) [Information]
 - Medical Control Committee (Dr. Julie Kiley) [Information]
 - F. Treasurer's Report for September 2014 (Treasurer Wayne Florek) [Action/Approval]
 - G. Community Relations Report (Laura Saenz) [Information]
- 5. NEW BUSINESS**

ESA September Board Meeting

Item 3.

MINUTES

SEPTEMBER 3, 2014 3:00 P.M.

PIKES PEAK REGIONAL BUILDING DEPARTMENT
2880 INTERNATIONAL CIRCLE, COLORADO SPRINGS

FACILITATOR	Commissioner Sallie Clark
NOTE TAKER	Caroline Sasaki
ATTENDEES	Commissioner Sallie Clark, Chief Carl Tatum, Wayne Florek, Dr. Julie Kiley, Dr. Timothy Hurtado, Jeff Force, Chief Steve Murphy, Mayor Keith McCafferty, Jim Reid, Kenneth Hodges
ABSENT	Chief Jeremy Gardner, Bill Normile, Chief Matt Love, Councilmember Sam Gieck,

Agenda topics

1. CHANGES TO AGENDA/POSTPONEMENTS

DISCUSSION
None.

2. PUBLIC COMMENT

DISCUSSION
None.

3. APPROVAL OF THE MINUTES OF AUGUST 6, 2014

DISCUSSION	
None.	
MOTION	PERSON RESPONSIBLE
Motion to approve the minutes of the August 6, 2014 meeting.	Dr. Julie Kiley
Second	Wayne Florek
Approved	Unanimous

4.A. COMMITTEE REPORTS

DISCUSSION
Chief Tatum reported that the Planning Committee met last Wednesday, and the new research committee meeting dates are currently being scheduled and a notice will go out to the group. He explained that the new research group will be looking into other options for the county once the current contract ends. The future of ambulance service in the county will be affected by changes to the City contract and by the changing landscape of health care under the Affordable Care Act.

4.B. TREASURER'S REPORT FOR AUGUST 2014

DISCUSSION	
Wayne Florek presented the treasurer's report for August 2014. There was no revenue for the month, and expenses included regular County salary & benefits and Insurance expenses for the Directors and Officers/EPL policy.	
MOTION	PERSON RESPONSIBLE
Motion to accept the Treasurer's report for August 2014.	Dr. Tim Hurtado
Second	Dr. Julie Kiley
Approved	Unanimous

4.C. COMPLIANCE REPORT FOR JULY 2014

DISCUSSION	
<p>Caroline Sasaki presented the performance and compliance report for July 2014. She noted that this is the first compliance report under the new contract, and that the number of different penalties are fewer than in the old contract. She added that the response times for each zone are subject to a 100 call rule, and for any zone with fewer than 100 calls, the compliance will roll forward until such time that there are 100 responses in a given zone. For July, only one zone, Suburban 12, had at least 100 responses.</p> <p>The recommended assessments for July are \$2,011.25. There were 22 calls that exceeded the maximum response time in the Suburban 12 Zone, and none of these calls were over the excessive response time allowed for these zones. The contractor exceeded the 90% response standard for all zones except the Suburban 12 zone.</p> <p>The contractor requested that two calls be exempted from the data to determine compliance with performance standards for July.</p> <p>Jim Reid addressed the baseline data for the months of April, May, and June, which are not under the current contract. He asked that the baseline data begin with July due to the fact that those months were in transition between contracts, and the data is not easily converted to the new system put in place effective July 1. The board agreed not to pursue converting data from April – June to fit the new reporting system.</p>	
MOTION	PERSON RESPONSIBLE
Motion to accept the compliance report for July 2014.	Wayne Florek
Second	Jeff Force
Approved	Unanimous

5.A. PARTICIPATING AGENCY AGREEMENTS

DISCUSSION	
<p>Assistant County Attorney reported that he received executed, unamended participating agency agreements from Cimarron Hills Fire Protection District, Colorado Centre Metropolitan District, and Green Mountain Falls/Chipita Park Fire Protection District.</p> <p>Kenny reported there weren't any substantive changes to the original template in any of these IGAs. Cimarron Hills did modify the template slightly to reflect their situation as an ambulance provider with the ESA to assist as a secondary. Green Mountain Falls/Chipita Park also made a change to reflect they are providing their own ambulance service through the Ute Pass Regional Ambulance District. Colorado Centre Metropolitan District does not provide ambulance service and relies on service provided through the ESA contract with AMR.</p>	
MOTION	PERSON RESPONSIBLE
Motion to approve the Cimarron Hills Fire Protection District IGA.	Chief Steve Murphy
Second	Wayne Florek
Approved	Unanimous
Motion to approve the Green Mountain Falls/Chipita Park IGA.	Jeff Force
Second	Chief Carl Tatum
Approved	Unanimous
Motion to approve the Colorado Centre Metropolitan District IGA.	Chief Carl Tatum
Second	Jeff Force
Approved	Unanimous

5.B. INSURANCE POLICY QUOTES

DISCUSSION
<p>Caroline Sasaki presented three quotes for General Liability and Property coverage:</p> <ul style="list-style-type: none"> • Philadelphia quoted GL and property at \$524 • OneBeacon quoted GL and property at \$2,775 • Hull & Co. quoted \$1,417 for general liability only

MOTION	PERSON RESPONSIBLE
Motion to authorize Caroline Sasaki to bind the property and general liability policies with Philadelphia through IMA.	Chief Steve Murphy
Second	Wayne Florek
Approved	Unanimous

5.C. 2014 BUDGET AMENDED AND 2015 BUDGET

DISCUSSION	
<p>Caroline Sasaki reviewed the amended 2014 budget pointing out that the line item for audit expenses was changed to zero, because the first audit for the new ESA will be performed in 2015 for the 2014 financial year, therefore, there will be no expenses incurred in 2014. Additionally, the line item for insurance was reduced as we now have accurate quotes for this expense. Caroline then presented a proposed 2015 budget. A discussion ensued relating to the agenda items for both budgets being listed as informational and not action items. It was determined that the agenda could be changed according to Robert's Rules with the proper motions.</p>	
MOTION	PERSON RESPONSIBLE
Motion to change the agenda to approve the 2014 amended budget subject to ratification at the next board meeting.	Wayne Florek
Second	Mayor Keith McCafferty
Approved	Unanimous
Motion to approve the amended 2014 budget subject to ratification at the next board meeting, and to present the amended budget to BOCC and Fountain City Council for their approval.	Mayor Keith McCafferty
Second	Dr. Tim Hurtado
Approved	Unanimous
Motion to change the agenda to approve the 2015 budget subject to ratification at the next board meeting.	Dr. Julie Kiley
Second	Wayne Florek
Approved	Unanimous
Motion to approve the ESA's 2015 budget subject to ratification at the next board meeting, and to present the budget to BOCC and Fountain City Council for their approval	Jeff Force
Second	Chief Steve Murphy
Approved	Unanimous

5.D. AUDIT REVIEW

DISCUSSION
<p>Caroline Sasaki presented the draft audit report related to the old ESA. She pointed out that the City of Colorado Springs and El Paso County splits are listed on page three, which is \$56,542 per entity. Additionally, while the county is holding the majority of the funds, the City is also holding \$23,959 of which \$400 were expended for first quarter 2014 compliance reports.</p>

5. ADJOURNMENT

DISCUSSION
<p>Jim Reid announced that the \$10,000 of RETAC funds would be provided for the new vacuum mattresses.</p>

MEETING ADJOURNED AT 4:12 p.m.



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**ESA Performance & Compliance Report
July 2014**

I. ESA COMPLIANCE REVIEW SUMMARY

Pursuant to the Intergovernmental Agreement Concerning the El Paso County Emergency Services Authority (“ESA”) dated April 1, 2014, El Paso County and the City of Fountain have created the ESA to oversee an exclusive contract to provide ground emergency ambulance service to the ESA’s service area within El Paso County. Appendix A, of the Ground Emergency Ambulance Services Contract between El Paso County Emergency Services Authority and American Medical Response of Colorado, Inc. (“Contractor”), which was effective July 1, 2014, provides that Contractor agrees that, in the event it fails to meet performance requirements set forth in the Contract, it shall pay assessments in the amount and manner set forth in Section 3 of Appendix A. The assessments represent a reasonable endeavor by the ESA and the Contractor to estimate a fair compensation for the foreseeable damage to the ESA and its residents due to Contractor’s failure to meet the performance standards set forth in the Contract. The assessments are in the nature of liquidated damages and are not punitive in nature. Payment by the Contractor of an assessment shall constitute a full release and satisfaction of the particular matter.

In accordance with Section 10 of the contract, the Contractor provided all required performance and compliance reports during the reporting period. The Contractor has reviewed and concurs with the contents of this report. A representative sampling and subsequent assessment of associated records for Code 3 calls documented in the Contractor’s submitted data indicated that records were accurately prepared and factually reported for July 2014.

A. Appendix A, Section 12 – Scheduled Assessment Increases

Current Contract Section	Description	Contract Effective Date
		July 1, 2014
Appendix A, 3.e.	Exceeding response times - per minute, with cap of \$500	\$23.25
Appendix A, 3.f.	Excessive per call penalty	\$25.00
Appendix A, 3.g.	90% Urban/Suburban (per %)	\$500.00

CPI measure:
 45% of the CPI - Transportation Index
 45% of the CPI - Health Care Index
 10% of the CPI - All Components

B. Assessment Summary

The data provided by the Contractor and reviewed by ESA staff indicated that the Contractor met the contractual response standards included in the contract. The total recommended assessment for July 2014 is \$2,011.25.

Recommended Assessment Summary		
July 2014		
Performance Standard	Potential	Recommended
Per Call Performance (Exceeding Maximum)	\$0.00	\$0.00
Excessive Per Call Penalties	\$0.00	\$0.00
Zone Standards (90%) Suburban and Rural	\$500.00	\$500.00
Exemptions	\$302.25	\$0.00
TOTAL:	\$802.25	\$500.00

II. CONTRACTOR PERFORMANCE & COMPLIANCE REPORT

A. Per Call Performance (3.e.) – During the month of July, there were no calls which exceeded the Maximum Response Times allowed in the contract (subject to the 100 call rule). For the month of July, there was one zone with at least 100 calls, the Suburban 12 zone. There were 71 calls in the Rural 20 zone, 17 calls in Frontier 25, 52 in Frontier 35, and 59 in Frontier and Wilderness 45 combined (these two zones will be split going forward).

B. Excessive Per Call Penalties (3.f.) – For July, none of the zones with at least 100 calls had response times which exceeded the excessive response time allowed in the contract. Any call that exceeds this response time would incur an additional \$25 flat fee penalty.

Zone	Excessive Response Time Allowed per call (minutes)
Suburban	28:00
Rural 20	43:00
Frontier 25	46:00
Frontier 35	60:00
Frontier 45	75:00
Wilderness 45	75:00

C. Zone Standard – Suburban and Rural (3.g.) – Percentage of calls (subject to the 100 call rule) which meet the Minimum Response Time Standards in Suburban and Rural zones (90%), reported monthly. The contractor did not meet the minimum zone standard in the Suburban zone during July.

July 2014				
Response Area	Total Responses	100 Call Rule Rolled Total	Total Lates	Compliance Percent
ESA Frontier 25*	17	17	0	100.00%
ESA Frontier 35*	52	52	0	100.00%
ESA Frontier 45*	59	59	2	96.61%
ESA Rural 20**	71	71	7	90.14%
ESA Suburban 12	181	N/A	22	87.85%
Zone Standard				90.00%

*Zone data provided for information only, excluded from penalty as stated in 3.g.

**Zone did not meet a minimum of 100 calls

D. Exemptions (3.d.) – Under the terms of the current contract, exemptions may be granted for “unusual circumstances beyond Contractor’s reasonable control.” These may include, without limitation, unusually severe weather conditions, disasters, difficult or restricted patient access, private roads, change of location, bad address, or other factors as determined in the sole discretion of the ESA. Exempted calls are excluded from calculations and do not count as an on-time responses.

- A. Responses canceled en route.
- B. Multiple units: Additional units’ times are measured from the time the additional unit is requested until it arrives on scene.
- C. Breakdowns: If a unit breaks down at the scene, the response time is measured when the additional unit is requested until it arrives. If a unit breaks down en route to the scene, the response time is measured from the original time of request of the first unit until the replacement unit arrives.
- D. Good Cause (weather, road conditions, traffic, or system overload, etc.)

For the month of July 2014, the Contractor requested two Code 3 calls be exempted from the data to determine compliance with performance standards as required under the current contract. One call was weather related and the other was an additional response to one incident. There were 101 non-system calls that were excluded from the data as set forth in Section (1) of Appendix "A".

July 2014 (2)							
District	Date	Call #	Maximum	Excessive	Response Time	Amount in Excess	Potential Assessment
ESA Suburban 12	7/12/2014	86576	0:12:00	0:18:00	0:13:44	0:01:44	\$46.50
ESA Suburban 12	7/27/2014	93469	0:12:00	0:18:00	0:22:49	0:10:49	\$255.75
Total Suburban 12	2						
Total							\$302.25

III. QUESTIONS AND/OR ADDITIONAL INFORMATION

Caroline Sasaki



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**ESA Performance & Compliance Report
August 2014**

I. ESA COMPLIANCE REVIEW SUMMARY

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In accordance with Section 10 of the contract, the Contractor provided all required performance and compliance reports during the reporting period. The Contractor has reviewed and concurs with the contents of this report. A representative sampling and subsequent assessment of associated records for Code 3 calls documented in the Contractor’s submitted data indicated that records were accurately prepared and factually reported for August 2014.

A. Appendix A, Section 12 – Scheduled Assessment Increases

Current Contract Section	Description	Contract Effective Date
		July 1, 2014
Appendix A, 3.e.	Exceeding response times - per minute, with cap of \$500	\$23.25
Appendix A, 3.f.	Excessive per call penalty	\$25.00
Appendix A, 3.g.	90% Urban/Suburban (per %)	\$500.00

CPI measure:

45% of the CPI - Transportation Index

45% of the CPI - Health Care Index

10% of the CPI - All Components

B. Assessment Summary

The data provided by the Contractor and reviewed by ESA staff indicated that the Contractor met the contractual response standards included in the contract. The total recommended assessment for August 2014 is \$162.75.

Recommended Assessment Summary		
August 2014		
Performance Standard	Potential	Recommended
Per Call Performance (Exceeding Maximum)	\$162.75	\$162.75
Excessive Per Call Penalties	\$0.00	\$0.00
Zone Standards (90%) Suburban and Rural	\$0.00	\$0.00
Exemptions	\$641.25	\$0.00
TOTAL:	\$804.00	\$162.75

II. CONTRACTOR PERFORMANCE & COMPLIANCE REPORT

A. Per Call Performance (3.e.) – In August, there were two calls which exceeded the Maximum Response Time allowed in the contract (subject to the 100 call rule). During this month, there was one zone with at least 100 calls, the Suburban 12 zone. The Rural 20 zone rolled over from July for a total of 144 calls for the two month period. There were 20 calls in Frontier 25, 45 in Frontier 35, and 12 in Frontier 45 and Wilderness 45 combined.

Sub 12 - August 2014							
Zone	Date	Call #	Max	Excessive	Resp Time	Amount in Excess	Per Call Assessment
Sub 12	2014-08-03	96336	0:18:00	0:28:00	0:18:29	0:00:29	\$23.25
Total Suburban 12: 1							
Rural 20 - July/August 2014*							
Rural 20	2014-08-22	105265	0:30:00	0:43:00	0:35:11	0:05:11	\$139.50
Total Rural 20: 1							
Assessments							\$162.75

*Rural 20 rolled over from July (100 call rule)

B. Excessive Per Call Penalties (3.f.) – During the current period, none of the zones with at least 100 calls had response times which exceeded the excessive response time allowed in the contract. Any call that exceeds this response time would incur an additional \$25 flat fee penalty.

Zone	Excessive Response Time Allowed per call (minutes)
Suburban	28:00
Rural 20	43:00
Frontier 25	46:00
Frontier 35	60:00
Frontier 45	75:00
Wilderness 45	75:00

C. Zone Standard – Suburban and Rural (3.g.) – Percentage of calls (subject to the 100 call rule) which meet the Minimum Response Time Standards in Suburban and Rural zones (90%), reported monthly. The contractor met the minimum zone standard in all the zones for August.

August 2014				
Response Area	Total Responses	Total Transports	Total Lates	Compliance Percent
ESA Frontier 25*	20	12	1	95.00%
ESA Frontier 35*	45	22	4	91.11%
ESA Frontier 45*	12	4	1	91.67%
ESA Rural 20	72	44	7	90.28%
ESA Suburban 12	221	114	22	90.05%
Zone Standard				90.00%

*Zone data provided for information only, excluded from penalty as stated in section 3.g.

D. Exemptions (3.d.) – Under the terms of the current contract, exemptions may be granted for “unusual circumstances beyond Contractor’s reasonable control.” These may include, without limitation, unusually severe weather conditions, disasters, difficult or restricted patient access, private roads, change of location, bad address, or other factors as determined in the sole discretion of the ESA. Exempted calls are excluded from calculations and do not count as an on-time responses.

- A. Responses canceled en route.
- B. Multiple units: Additional units’ times are measured from the time the additional unit is requested until it arrives on scene.
- C. Breakdowns: If a unit breaks down at the scene, the response time is measured when the additional unit is requested until it arrives. If a unit breaks down en route to the scene, the response time is measured from the original time of request of the first unit until the replacement unit arrives.
- D. Good Cause (weather, road conditions, traffic, or system overload, etc.)

For the month of July 2014, the Contractor requested four Code 3 calls be exempted from the data to determine compliance with performance standards as required under the current contract. Two calls were weather related, one call was a multiple response to a single incident, and the last one was related to a non-system walk up. There were 101 non-system calls that were excluded from the data as set forth in Section (1) of Appendix “A”.

August 2014								
Zone	Date	Call #	Max	Excessive	Resp Time	Amount in Excess	Excessive per Call Fee	Potential Assessment
Sub 12	2014-08-10	99797	0:18:00	0:28:00	0:49:48	0:31:48	\$25	\$525.00
Sub 12	2014-08-25	107053	0:18:00	0:28:00	0:22:52	0:04:52	\$0	\$116.25
Sub 12	2014-08-30	109347	0:18:00	0:28:00	0:13:47	N/A	\$0	\$0.00
Rural 20*	2014-07-29	94426	0:30:00	0:43:00	0:22:48	N/A	\$0	\$0.00
Total								\$641.25

*Rural 20 rolled over from July (100 call rule)

III. QUESTIONS AND/OR ADDITIONAL INFORMATION

Caroline Sasaki

**2014 BUDGET - AMENDED
EL PASO COUNTY EMERGENCY SERVICES AUTHORITY (ESA)**

	2014 Budget AMENDED (PROPOSED)
<u>OPERATING REVENUES</u>	
Contract Administration (Per Agreement)	
ESA Administration	\$ 40,000
Operating Revenues Subtotal (Contract Administration)	40,000
Other Operational Revenue	
Interest	50
Compliance Assessments (Allocated to Grants Fund)	-
Operating Revenues Subtotal (Other)	50
TOTAL OPERATING REVENUES (All Sources)	40,050
<u>OPERATING EXPENDITURES</u>	
Contract Administration (Per Agreement)	
El Paso County Compliance Administration	30,000
Financial Audit / Accounting	-
Insurance	2,000
Office/Automation Expenses	500
Information Services	300
Contract Research/Evaluation	-
Operating Expenses Subtotal (Contractor Administration)	32,800
Other Operational Expenses	
Grants (From Actual / Available Compliance Penalties Only)	-
Operating Expenses Subtotal (Other)	-
TOTAL OPERATING EXPENDITURES (All Sources)	32,800
<u>VARIANCE: REVENUES OVER EXPENDITURES</u> — <i>Surplus / (Deficit)</i>	7,250

2015 BUDGET
EL PASO COUNTY EMERGENCY SERVICES AUTHORITY (ESA)

	2014 Budget AMENDED (PROPOSED)	2015 Budget
<u>OPERATING REVENUES</u>		
Contract Administration (Per Agreement)		
ESA Administration	\$ 40,000	\$ 80,000
Operating Revenues Subtotal (Contract Administration)	40,000	80,000
Other Operational Revenue		
Interest	50	75
Compliance Assessments (Allocated to Grants Fund)	-	-
Operating Revenues Subtotal (Other)	50	75
TOTAL OPERATING REVENUES (All Sources)	40,050	80,075
<u>OPERATING EXPENDITURES</u>		
Contract Administration (Per Agreement)		
El Paso County Compliance Administration	30,000	67,475
Financial Audit / Accounting	-	8,000
Insurance	2,000	2,500
Office/Automation Expenses	500	2,000
Information Services	300	100
Contract Research/Evaluation	-	-
Operating Expenses Subtotal (Contractor Administration)	32,800	80,075
Other Operational Expenses		
Grants (From Actual / Available Compliance Penalties Only)	-	-
Operating Expenses Subtotal (Other)	-	-
TOTAL OPERATING EXPENDITURES (All Sources)	32,800	80,075
<u>VARIANCE: REVENUES OVER EXPENDITURES</u> — <i>Surplus / (Deficit)</i>	7,250	-
<u>2015 Beginning Fund Balances:</u>		
Assigned - Grants	\$ -	
Assigned - RFP Expenses	\$ -	
Unassigned Fund Balance	\$ -	
Total All Funds	\$ -	

ESA SEPTEMBER 2014 FINANCIAL REPORT
Reported on October 1, 2014

	2014 Budget	September 2014 Current Month Actuals	2014 YTD Actuals	2014 Unobligated Balance	2014 Variance %
OPERATING REVENUES					
Contract Administration (Per Agreement)					
ESA Administration	\$ 40,000.00	\$ -	\$ 20,000.00	\$ (20,000.00)	-50.0%
Appropriation from Fund Balance	\$ -	\$ -	\$ -	\$ -	0.0%
Operating Revenue Subtotal (Contract Administration)	\$ 40,000.00	\$ -	\$ 20,000.00	\$ (20,000.00)	-50.0%
Other Operational Revenue					
Interest	\$ 50.00	\$ -	\$ 16.00	\$ (34.00)	-68.0%
Compliance Assessments (Allocated to Grants Fund)	\$ -	\$ 2,011.25	\$ 2,011.25	\$ 2,011.25	0.0%
Operating Revenues Subtotal (Other)	\$ 50.00	\$ 2,011.25	\$ 2,027.25	\$ 1,977.25	3954.5%
TOTAL OPERATING REVENUES (All Sources)	\$ 40,050.00	\$ 2,011.25	\$ 22,027.25	\$ (18,022.75)	-45.0%
OPERATING EXPENDITURES					
Contract Administration (Per Agreement)					
El Paso County Compliance Administration	\$ 30,000.00	\$ -	\$ 3,903.82	\$ (26,096.18)	-87.0%
Contract Research/Evaluation	\$ -	\$ -	\$ -	\$ -	0.0%
Financial Audit / Accounting	\$ -	\$ -	\$ -	\$ -	0.0%
Insurance	\$ 2,000.00	\$ -	\$ 1,375.00	\$ (625.00)	-31.3%
Office/Automation Expenses	\$ 500.00	\$ -	\$ -	\$ (500.00)	-100.0%
Information Services	\$ 300.00	\$ -	\$ 235.63	\$ (64.37)	-21.5%
Operating Expenses Subtotal (Contract Administration)	\$ 32,800.00	\$ -	\$ 5,514.45	\$ (27,285.55)	-83.2%
Other Operational Expenses					
Grants (From Actual / Available Compliance Assessments)	\$ 50.00	\$ -	\$ -	\$ (50.00)	-100.0%
Operating Expenses Subtotal (Other)	\$ 50.00	\$ -	\$ -	\$ (50.00)	
TOTAL OPERATING EXPENDITURES (All Sources)	\$ 32,850.00	\$ -	\$ 5,514.45	\$ (27,335.55)	-83.2%
VARIANCE: REVENUES OVER EXPENDITURES — Surplus / (Deficit)	\$ 7,200.00	\$ 2,011.25	\$ 16,512.80	\$ 9,312.80	129.3%

CASH POSITION		*2014 budget amendment pending approval by Fountain City Council	
2014 BEGINNING FUND BALANCE — Unassigned and Assigned Funds	\$ -	Grant Fund Balance	
As of 9/30/13:		\$ -	<i>Beginning Balance</i>
Grant Fund Balance (Assigned)	\$ 2,027.25	\$ 2,011.25	<i>Add: Assmt Rev Rec YTD</i>
RFP Fund Balance (Assigned)	\$ -	\$ 16.00	<i>Add: Interest</i>
Unassigned Fund Balance	\$ 14,485.55	\$ -	<i>Less RFP Fund Transfer</i>
Cash Receivable	\$ -	\$ -	<i>Less Grant Fund Awards</i>
Cash Payable	\$ -	\$ 2,027.25	<i>Assigned Grant Fund Balance</i>
ENDING FUND BALANCE — Unassigned and Assigned Funds	\$ 16,512.80		



Community Relations Report September 2014

September was Suicide Awareness Month. Several AMR employees were wearing yellow ribbons to help raise awareness. During the week of September 7-13 several paramedics wore kilts to work to raise awareness and money for prostate and testicular cancer.

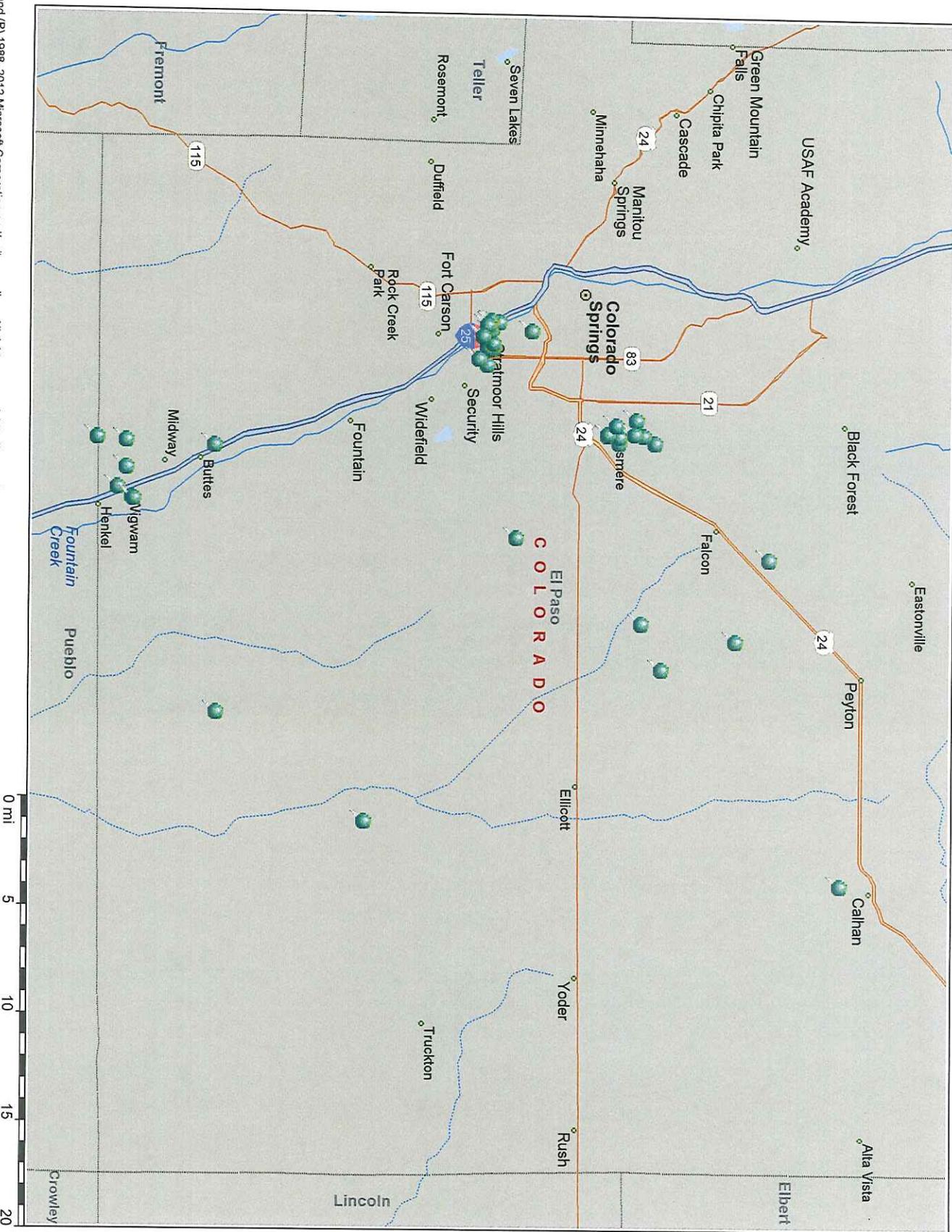
Donated Special Events/Community Education

- Memorial Hospital Safety Days at Fire Department Training Center
- Pooches in Pink Event
- Growing the Community Festival
- Race for the Cure
- Liberty Heights BBQ
- Ride for Heroes
- Tri-County Full Scale Exercise
- Pikes Peak Towers Blood Pressure Checks
- Go For Red Women-Honor Guard
- Old Navy Safety Day
- Manifest Festival
- Ovarian Cancer Foundation Run
- Strides for Epilepsy 5K
- Zombie Run

AMR actively participates in the following on an on-going basis

- Safe Kids Coalition
- Drive Smart Steering Committee
- Leadership Pikes Peak
- Colorado Springs Executives Association
- Pikes Peak Fire Fighters Association
- Pikes Peak Chief's Forum
- Pikes Peak Elder Abuse Coalition
- Meal on Wheels

Colorado, United States, North America



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**INTERGOVERNMENTAL AGREEMENT FOR
GROUND EMERGENCY AMBULANCE SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and between the EL PASO COUNTY EMERGENCY SERVICES AUTHORITY ("ESA") and the Hanover Fire Protection District ("Agency") (individually, a "Party" and collectively, the "Parties").

Background and Purpose

A. Pursuant to the *Intergovernmental Agreement Concerning the El Paso County Emergency Services Authority* dated 1 July 2014 (the "Establishing IGA"), between El Paso County and the City of Fountain, created the ESA, a separate public entity, to oversee an exclusive contract to provide ground emergency ambulance services within the ESA's geographical jurisdiction, including unincorporated El Paso County and participating municipalities and special districts.

B. Effective July 1, the ESA has entered into an agreement with AMR, (the "Contractor"), for the exclusive provision of ground emergency ambulance services (the "Contract") in the ESA's jurisdiction (the "Exclusive Area").

C. The Agency is a political subdivision of the State of Colorado and pursuant to applicable state statutes, has the power and authority to provide its own emergency ambulance services within its jurisdictional boundaries. The Agency is providing its own ground emergency ambulance emergency service within its jurisdictional boundaries through the Hanover Fire Protection District as now existing or as may be hereinafter be included in the Hanover Fire Protection District and any area to which the Hanover Fire Protection District is authorized to respond.

D. Article XIV, Section 18 of the Colorado Constitution and C.R.S. § 29-1-201, *et seq.* provides for and encourages political subdivisions of the State of Colorado to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other.

E. The Parties desire to enter into this Agreement in order to assure coordinated, effective and efficient ground emergency ambulance services within the Agency's jurisdictional boundaries which will benefit the taxpayers and citizens of the Agency.

F. The Parties agree it is in their mutual interest and for the public health, safety, convenience and welfare that they enter into this Agreement in order for the Agency to authorize the ESA to represent it on matters related to the provision of ground emergency ambulance services by the Contractor, and to confirm that the Agency's jurisdictional boundaries are outside of the Exclusive Area.

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, the Parties agree as follows:

Agreement

1. **ESA's Obligations:**

A. Through the ESA board, oversee the Contractor's performance of and compliance with

the Contract to provide ground emergency ambulance services in the Exclusive Area, oversee the mutual response agreement between Agency and Contractor, and ensure the Contractor is otherwise complying with all terms and conditions of the Contract.

- B. Through ESA staff, provide management, oversight and administration of the Contract at no cost to Agency.
- C. Coordinate with state and other local government entities to provide an efficient and effective regional emergency medical response system.
- D. Assure the ESA's compliance with the establishing IGA, including without limitation, delivery of an annual independent audit and adoption of policies and procedures for the ESA.
- E. At such times as required or desired by the ESA, to develop and implement a request for proposal (RFP) procurement process for a new ground ambulance services contract at no cost to Agency.
- F. Recognize that Agency is providing primary ground emergency ambulance services within its jurisdictional boundaries.

2. Agency's Obligations:

- A. Provide ground emergency ambulance services within the Agency's jurisdictional boundaries.
- B. Agree to be bound and abide by all ESA policies and procedures with regard to the Contract.
- C. Communicate with the ESA board any questions or concerns of the Agency in connection with performance of the Contract.

3. Termination of this Agreement:

- A. The Parties acknowledge that the ESA's ability to contract with a ground emergency ambulance services provider is dependent on the ESA's ability to accurately identify the jurisdictional boundary of the Exclusive Area on at least an annual calendar-year basis and while undergoing the RFP procurement process. The Parties further acknowledge that for emergency medical response system planning purposes, the ESA and Contractor must be able to accurately forecast the territory to be included within the Exclusive Area at least six (6) months in advance of January 1 of each Contract year. Agency agrees that if Agency decides to terminate its own ground emergency ambulance services in its jurisdiction in accordance with Colorado and local laws and ordinances, Agency shall provide written notice to the ESA at least six (6) months in advance of December 31 of the current year of the decision to terminate its own ground emergency ambulance services.
- B. The ESA may terminate this Agreement upon at least sixty (60) days' written notice to Agency. The Agency may terminate this Agreement upon at least sixty (60) days' written

notice to ESA, subject to compliance with the notification requirements set forth in paragraph 3 (C). The parties may waive the 60-day written notice requirement upon mutual agreement.

- C. In the event the governing body of the Agency does not appropriate funds to operate its ground emergency ambulance services, or appropriated funds are insufficient to operate its ground emergency ambulance services, this Agreement shall automatically terminate without Agency liability. Such termination shall be effective upon the date that funds are no longer appropriated to fund the Agency's ground emergency ambulance services or upon the date that the Agency determines that appropriated funds are insufficient to fund its ground emergency ambulance services without compliance with paragraph 3 (A) of this Agreement. Agency will provide written notice to ESA whenever funds are not appropriated or appropriated funds are insufficient to fund the Agency's ground emergency ambulance services. Agency acknowledges its responsibility to ensure that ground emergency ambulance services are available within its jurisdictional boundary if Agency terminates this Agreement pursuant to this paragraph 3 (C).

4. Agency Authority. This Agreement has been duly adopted by the Agency's governing body and the undersigned Agency representative is authorized to execute this Agreement on behalf of the Agency.

5. Effect. This Agreement shall be effective upon approval by both the ESA board and the Agency's governing body. This Agreement shall continue to be in effect unless terminated in accordance with paragraph 3 above, or unless superseded by a subsequent agreement among the Parties.

6. Governing Law. This Agreement, and the application and interpretation hereof, shall be governed by the laws of the State of Colorado. This Agreement will also be governed by and interpreted in accordance with applicable ordinances, regulations, rules, written guidelines and written policies. Exclusive venue for any disputes or legal proceedings arising out of this Agreement shall be in El Paso County, Colorado.

7. Severability. If any term or provision of this Agreement is found to be illegal or unenforceable by judgment or court order, then, notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

8. Entire Agreement. This Agreement contains the entire agreement of the Parties. Any prior written or oral agreements which are different from the terms, conditions and provisions of this Agreement shall not be binding upon either Party. Any amendments or modifications of the terms of this Agreement shall be approved in writing by both Parties.

9. Other Conditions. (attach additional pages describing any additional conditions)

FOR THE EL PASO COUNTY EMERGENCY SERVICES AUTHORITY:

BY: _____ Date: _____
Chair

BY: _____
Secretary

FOR: Hanover Fire Protection District

BY: Approved (signature):  _____ Date: 27 August 2014

Name (printed): Carl W Tatum

Title: Chief

**INTERGOVERNMENTAL AGREEMENT FOR
GROUND EMERGENCY AMBULANCE SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into by and between the EL PASO COUNTY EMERGENCY SERVICES AUTHORITY (“ESA”) and the Southwestern Highway 115 Fire Protection District (“Agency”) (individually, a “Party” and collectively, the “Parties”).

Background and Purpose

A. Pursuant to the *Intergovernmental Agreement Concerning the El Paso County Emergency Services Authority* dated June 24 2014 (the “Establishing IGA”), between El Paso County and the City of Fountain, created the ESA, a separate public entity, to oversee an exclusive contract to provide ground emergency ambulance services within the ESA's geographical jurisdiction, including unincorporated El Paso County and participating municipalities and special districts.

B. Effective July 1, the ESA has entered into an agreement with AMR, (the “Contractor”), for the exclusive provision of ground emergency ambulance services (the “Contract”) in the ESA's jurisdiction (the “Exclusive Area”).

C. The Agency is a political subdivision of the State of Colorado and pursuant to applicable state statutes, has the power and authority to provide its own emergency ambulance services within its jurisdictional boundaries. The Agency is providing its own ground emergency ambulance emergency service within its jurisdictional boundaries through the Southwestern Highway 115 Fire Protection District as now existing or as may be hereinafter be included in the Southwestern Highway 115 Fire Protection District and any area to which the Southwestern Highway 115 Fire Protection District is authorized to respond.

D. Article XIV, Section 18 of the Colorado Constitution and C.R.S. § 29-1-201, *et seq.* provides for and encourages political subdivisions of the State of Colorado to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with each other.

E. The Parties desire to enter into this Agreement in order to assure coordinated, effective and efficient ground emergency ambulance services within the Agency's jurisdictional boundaries which will benefit the taxpayers and citizens of the Agency.

F. The Parties agree it is in their mutual interest and for the public health, safety, convenience and welfare that they enter into this Agreement in order for the Agency to authorize the ESA to represent it on matters related to the provision of ground emergency ambulance services by the Contractor, and to confirm that the Agency's jurisdictional boundaries are outside of the Exclusive Area.

NOW, THEREFORE, in consideration of the mutual covenants and obligations expressed herein, the Parties agree as follows:

Agreement

1. ESA's Obligations:

- A. Through the ESA board, oversee the Contractor's performance of and compliance with the Contract to provide ground emergency ambulance services in the Exclusive Area, oversee the mutual response agreement between Agency and Contractor, and ensure the Contractor is otherwise complying with all terms and conditions of the Contract.
- B. Through ESA staff, provide management, oversight and administration of the Contract at no cost to Agency.
- C. Coordinate with state and other local government entities to provide an efficient and effective regional emergency medical response system.
- D. Assure the ESA's compliance with the establishing IGA, including without limitation, delivery of an annual independent audit and adoption of policies and procedures for the ESA.
- E. At such times as required or desired by the ESA, to develop and implement a request for proposal (RFP) procurement process for a new ground ambulance services contract at no cost to Agency.
- F. Recognize that Agency is providing primary ground emergency ambulance services within its jurisdictional boundaries.

2. Agency's Obligations:

- A. Provide ground emergency ambulance services within the Agency's jurisdictional boundaries.
- B. Agree to be bound and abide by all ESA policies and procedures with regard to the Contract.
- C. Communicate with the ESA board any questions or concerns of the Agency in connection with performance of the Contract.

3. Termination of this Agreement:

- A. The Parties acknowledge that the ESA's ability to contract with a ground emergency ambulance services provider is dependent on the ESA's ability to accurately identify the jurisdictional boundary of the Exclusive Area on at least an annual calendar-year basis and while undergoing the RFP procurement process. The Parties further acknowledge that for emergency medical response system planning purposes, the ESA and Contractor must be able to accurately forecast the territory to be included within the Exclusive Area at least six (6) months in advance of January 1 of each Contract year. Agency agrees that if Agency decides to terminate its own ground emergency ambulance services in its jurisdiction in accordance with Colorado and local laws and ordinances, Agency shall provide written notice to the ESA at least six (6) months in advance of December 31 of the current year of the decision to terminate its own ground emergency ambulance services.

- B. The ESA may terminate this Agreement upon at least sixty (60) days' written notice to Agency. The Agency may terminate this Agreement upon at least sixty (60) days' written notice to ESA, subject to compliance with the notification requirements set forth in paragraph 3 (C). The parties may waive the 60-day written notice requirement upon mutual agreement.
- C. In the event the governing body of the Agency does not appropriate funds to operate its ground emergency ambulance services, or appropriated funds are insufficient to operate its ground emergency ambulance services, this Agreement shall automatically terminate without Agency liability. Such termination shall be effective upon the date that funds are no longer appropriated to fund the Agency's ground emergency ambulance services or upon the date that the Agency determines that appropriated funds are insufficient to fund its ground emergency ambulance services without compliance with paragraph 3 (A) of this Agreement. Agency will provide written notice to ESA whenever funds are not appropriated or appropriated funds are insufficient to fund the Agency's ground emergency ambulance services. Agency acknowledges its responsibility to ensure that ground emergency ambulance services are available within its jurisdictional boundary if Agency terminates this Agreement pursuant to this paragraph 3 (C).

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7. Severability. If any term or provision of this Agreement is found to be illegal or unenforceable by judgment or court order, then, notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

8. Entire Agreement. This Agreement contains the entire agreement of the Parties. Any prior written or oral agreements which are different from the terms, conditions and provisions of this Agreement shall not be binding upon either Party. Any amendments or modifications of the terms of this Agreement shall be approved in writing by both Parties.

9. Other Conditions. (attach additional pages describing any additional conditions)

FOR THE EL PASO COUNTY EMERGENCY SERVICES AUTHORITY:

BY: Robert S. Walker Date: 8-27-14
Chair

BY: [Signature]
Secretary

FOR: Southwestern Highway 115 Fire Protection District

BY: Approved (signature): _____ Date: _____

Name (printed): _____

Title: _____