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 OCTOBER 1, 2014 [Action/Approval]

4. REGULAR BUSINESS
   A. August 2014 Compliance Report (Caroline Sasaki) [Action/Approval]
   B. Committee Reports
      - Research Committee (Chief Steve Murphy) [Information]
   C. Treasurer’s Report for September 2014 Adjusted (Treasurer Wayne Florek) [Action/Approval]
   D. Treasurer’s Report for October 2014 (Treasurer Wayne Florek) [Action/Approval]
   E. Community Relations Report (Laura Saenz) [Information]
   F. Scatter Map Data (Laura Saenz) [Information]

5. NEW BUSINESS
   A. Participating Agency IGA - Cascade (Kenneth Hodges) [Action/Approval]
B. Participating Agency IGA – Security (Kenneth Hodges) [Action/Approval]

C. Contractor Request for CPI Increase (Caroline Sasaki, Ted Sayer) [Action/Approval]

D. 2015 ESA Board Meeting Schedule (Caroline Sasaki) [Information]

E. Board Member/Staff Comments

6. EXECUTIVE SESSION REQUESTS

In accordance with the Colorado Open Meetings Law, Section 24-6-402 (4), the El Paso County Emergency Services Authority, in open session, will determine whether it will hold a closed executive session. The matter for executive session will be limited to the topics identified in Section 24-6-402 (4) of the Open Meetings Law, and the topic for discussion will be stated in the open session in as much detail as possible without compromising the purpose of the executive session. The Chair shall poll the ESA members, and upon consent of two-thirds of the members present, an executive session will be held. If consent to the executive session is not given, the item may be discussed in open session or withdrawn from consideration.

7. ADJOURNMENT

PACKETS ARE SENT VIA E-MAIL TO EXPEDITE INFORMATION

Pursuant to the Colorado Open Meetings Law, CRS §24-6-401, et Seq. and ARTICLE TWO Section 2.9.C of THE EL PASO COUNTY EMERGENCY SERVICES AUTHORITY Agreement, this agenda was posted at the El Paso County’s administration offices at Centennial Hall, 200 S. Cascade Ave., Colorado Springs, Colorado on or before November 4, 2014. Please call Caroline Sasaki at 520-7654 or email her at carolinesasaki@elpasoco.com if you wish to submit your name and e-mail address to receive notice of future meetings.

<table>
<thead>
<tr>
<th>DATE</th>
<th>MEETING</th>
<th>TIME</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 19, 2014</td>
<td>Research Committee</td>
<td>8:30 AM</td>
<td>2880 International Circle, 2nd Floor Conference Rooms A/B</td>
</tr>
<tr>
<td>November 19, 2014</td>
<td>Planning Committee</td>
<td>4:00 PM</td>
<td>2880 International Circle, 1st Floor Conference room</td>
</tr>
<tr>
<td>December 3, 2014</td>
<td>Medical Control Committee Meeting</td>
<td>2:30 PM</td>
<td>2880 International Circle, 2nd Floor Conference Rooms A/B</td>
</tr>
<tr>
<td>December 3, 2014</td>
<td>Monthly Board Meeting</td>
<td>3:00 PM</td>
<td>2880 International Circle, 2nd Floor Hearing Room</td>
</tr>
<tr>
<td>December 3, 2014</td>
<td>Planning Committee</td>
<td>4:30 PM</td>
<td>2880 International Circle, 2nd Floor Chambers Room</td>
</tr>
</tbody>
</table>
ESA October Board Meeting
MINUTES OCTOBER 1, 2014 3:00 P.M.
PIKES PEAK REGIONAL BUILDING DEPARTMENT
2880 INTERNATIONAL CIRCLE, COLORADO SPRINGS

FACILITATOR  Chief Carl Tatum
NOTE TAKER  Caroline Sasaki

ATTENDEES  Chief Carl Tatum, Jeff Force, Wayne Florek, Councilmember Sam Gieck, Dr. Julie Kiley, Dr. Timothy Hurtado, Chief Steve Murphy, Chief Matt Love, Jim Reid, Kenneth Hodges

ABSENT  Commissioner Sallie Clark, Chief Jeremy Gardner, Bill Normile, Mayor Keith McCafferty

Agenda topics

1. CHANGES TO AGENDA/POSTPONEMENTS

DISCUSSION
None.

2. PUBLIC COMMENT

DISCUSSION
None.

3. APPROVAL OF THE MINUTES OF SEPTEMBER 3, 2014

DISCUSSION
None.

MOTION
Motion to approve the minutes of the September 3, 2014 meeting.
Wayne Florek
Second Chief Steve Murphy
Approved Unanimous

4.A. COMPLIANCE REPORT FOR JULY 2014 CORRECTION

DISCUSSION
Caroline Sasaki presented an update to the July compliance to correct penalties assessed to late calls that were within the maximum response time. According the contract, responses will not be assessed the Per Call Penalty unless the response was in excess of the maximum response time for that specific zone. The assessment for the month of July will be reduced by $1,511.25 for a new total of $500.00.

MOTION
Motion to approve the correction of the July compliance report 2014 with direction to correct the total recommended assessment in the first paragraph of Section B to $500.00.
Jeff Force
Second Chief Steve Murphy
Approved Unanimous

4.B. AUGUST 2014 COMPLIANCE REPORT

DISCUSSION
Caroline Sasaki reported potential fines could be $804.00 based on per call performance and exemptions, and the recommended amount is $162.75. There were two calls in August that exceeded the maximum time allowed, and no calls that went over the excessive response time. The contractor has requested exemptions for four calls during August. One call was weather related, one call was a multiple response to a single incident, another one was related to a non-system walk up, and one call was delayed due to severe traffic and road construction in the area of I-25 and Fillmore. Chief Tatum asked
for further clarification regarding the call that was late due to heavy traffic in the I-25/Fillmore area. The contractor did not have details for this call, and the board asked to continue this report until next month until additional information could be reviewed. Ted Sayer of AMR stated he would have this for next month's meeting. This compliance report is being continued to the next board meeting.

4.C. RATIFICATION OF THE AMENDED 2014 BUDGET

**DISCUSSION**

Caroline Sasaki stated the 2014 Amended Budget was approved by the board during the September 3rd board meeting pending ratification today. No further discussion arose.

<table>
<thead>
<tr>
<th>MOTION</th>
<th>PERSON RESPONSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motion to ratify the amended 2014 Budget.</td>
<td>Jeff Force</td>
</tr>
<tr>
<td>Second</td>
<td>Chief Matt Love</td>
</tr>
<tr>
<td>Approved</td>
<td>Unanimous</td>
</tr>
</tbody>
</table>


**DISCUSSION**

Caroline Sasaki stated the 2015 Budget was approved by the board during the September 3rd board meeting pending ratification today. The board had no additional comments.

<table>
<thead>
<tr>
<th>MOTION</th>
<th>PERSON RESPONSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motion to ratify the 2015 Budget.</td>
<td>Wayne Florek</td>
</tr>
<tr>
<td>Second</td>
<td>Chief Steve Murphy</td>
</tr>
<tr>
<td>Approved</td>
<td>Unanimous</td>
</tr>
</tbody>
</table>

4.E. COMMITTEE REPORTS

**DISCUSSION**

Chief Tatum reported that the Research Committee will meet Wednesday, the 8th at 8:30am in the small conference room downstairs. Chief Tatum stated the meeting is open to all fire districts and invited ESA board members to attend as well. He stated that Colorado Springs Fire Department was invited as well. He stated the group will be looking at how to improve ambulance transport system in El Paso County and the community's changing health care needs as affected by the Affordable Care Act.

Dr. Kiley reported the Medical Control Committee met prior to this board meeting. There are many protocol changes that are coming soon, including changes to the spinal immobilization protocol, which are available through the El Paso County medical website. There have been approved waivers for ketamine for agitated delirium and adjunct for pain control that have come through already, which will be put in place by November. As a committee, they will continue to look at high risk low volume procedures will include waiverable procedures and will include the use of ketamine when it comes through.

4.F. TREASURER'S REPORT FOR SEPTEMBER 2014

**DISCUSSION**

Treasurer Wayne Florek reported the only revenue were compliance assessments, which will be adjusted based on the corrected compliance report for July that was approved earlier during this meeting.

<table>
<thead>
<tr>
<th>MOTION</th>
<th>PERSON RESPONSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motion to approve the treasurer's report for September.</td>
<td>Councilmember Sam Gieck</td>
</tr>
<tr>
<td>Second</td>
<td>Dr. Julie Kiley</td>
</tr>
<tr>
<td>Approved</td>
<td>Unanimous</td>
</tr>
</tbody>
</table>

4.G. COMMUNITY RELATIONS REPORT

**DISCUSSION**

Laura Saenz reported that September was suicide awareness month. During the week of September 7th some of the paramedics wore kilts to work to raise awareness and money for prostate and testicular cancer. Last weekend they participated in the zombie run, and over the summer AMR added a meals on wheels route, so some of the staff have been going out on the runs. Laura addressed the scatter map for September, even though the data for September is not complete.
yet. Chief Tatum stated the biggest area of concern is in the southern end of Colorado Springs and in the eastern area of El Paso County.

5.A. PARTICIPATING AGENCY IGA - HANOVER

**DISCUSSION**

Assistant County Attorney Kenny Hodges reported that Chief Tatum has asked to recuse himself from the vote on the Hanover IGA, and therefore, Mr. Hodges asked Chair Tatum to step outside while the board discusses this IGA. Mr. Hodges also pointed out there is no redlined version as there were no changes to the original template. Mr. Hodges asks that if the board approves this IGA, he would request that the board directs Commissioner Clark to sign on behalf of the board due to Chief Tatum signing on behalf of Hanover Fire Protection District. Chief Tatum turned the dais over to Secretary Jeff Force during the vote on this IGA.

<table>
<thead>
<tr>
<th>MOTION</th>
<th>PERSON RESPONSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motion to approve the Hanover Fire Protection District IGA with direction for Commissioner Clark to sign on behalf of the ESA board.</td>
<td>Wayne Florek</td>
</tr>
<tr>
<td>Second</td>
<td>Chief Matt Love</td>
</tr>
<tr>
<td>Approved</td>
<td>Unanimous</td>
</tr>
</tbody>
</table>

5.B. PARTICIPATING AGENCY IGA – SW HWY 115

**DISCUSSION**

After the return of Chief Tatum to the dais, Kenny Hodges stated that the Southwest Highway 115 Fire Protection District IGA also followed the template IGA verbatim except to fill in the blanks with the name of the district. Mr. Hodges has prepared a second signature sheet for this IGA as the district signed in the wrong line item.

<table>
<thead>
<tr>
<th>MOTION</th>
<th>PERSON RESPONSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motion to approve the Southwest Highway 115 Fire Protection District IGA.</td>
<td>Jeff Force</td>
</tr>
<tr>
<td>Second</td>
<td>Dr. Tim Hurtado</td>
</tr>
<tr>
<td>Approved</td>
<td>Unanimous</td>
</tr>
</tbody>
</table>

5.C. AUDIT REVIEW

**DISCUSSION**

Caroline Sasaki reported that the City of Colorado Springs Finance Department did review the audit and didn't have any concerns or changes to be made. She has directed RubinBrown to finalize the audit.

5. ADJOURNMENT

**DISCUSSION**

Jeff Force asked how many fire districts have signed an IGA, and Caroline Sasaki replied that five IGAs have been returned and there are 22 total. Mr. Force asked Mr. Hodges if there are any legal concerns, and Mr. Hodges replied that there are no legal issues for the ESA, but that from a policy perspective, the fire districts who don't sign would not be able to participate in the grant program, nor would the ESA be able to represent those districts over any issues they have with the contractor. Chief Tatum instructed Ms. Sasaki to draft a letter to each fire district that has not signed an IGA and send it by certified mail.

<table>
<thead>
<tr>
<th>MOTION</th>
<th>PERSON RESPONSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motion to direct Caroline Sasaki to send a certified letter with a copy of the template IGA to all fire districts who have not yet signed one.</td>
<td>Wayne Florek</td>
</tr>
<tr>
<td>Second</td>
<td>Jeff Force</td>
</tr>
<tr>
<td>Approved</td>
<td>Unanimous</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MOTION</th>
<th>PERSON RESPONSIBLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Motion to adjourn.</td>
<td>Jeff Force</td>
</tr>
<tr>
<td>Second</td>
<td>Dr. Julie Kiley</td>
</tr>
<tr>
<td>Approved</td>
<td>Unanimous</td>
</tr>
</tbody>
</table>
MEETING ADJOURNED AT 3:42 p.m.
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 August 2014.
A. Appendix A, Section 12 – Scheduled Assessment Increases

<table>
<thead>
<tr>
<th>Current Contract Section</th>
<th>Description</th>
<th>Contract Effective Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix A, 3.e.</td>
<td>Exceeding response times - per minute, with cap of $500</td>
<td>$23.25</td>
</tr>
<tr>
<td>Appendix A, 3.f.</td>
<td>Excessive per call penalty</td>
<td>$25.00</td>
</tr>
<tr>
<td>Appendix A, 3.g.</td>
<td>90% Urban/Suburban (per %)</td>
<td>$500.00</td>
</tr>
</tbody>
</table>

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 $662.75.

<table>
<thead>
<tr>
<th>Performance Standard</th>
<th>Potential</th>
<th>Recommended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Call Performance (Exceeding Maximum)</td>
<td>$162.75</td>
<td>$162.75</td>
</tr>
<tr>
<td>Excessive Per Call Penalties</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Zone Standards (90%) Suburban and Rural</td>
<td>$500.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>Exemptions</td>
<td>$116.25</td>
<td>$0.00</td>
</tr>
<tr>
<td>TOTAL:</td>
<td>$779.00</td>
<td>$662.75</td>
</tr>
</tbody>
</table>
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 141 calls for the two month period. There were 19 calls in Frontier 25, 45 in Frontier 35, and 12 in Frontier 45.

<table>
<thead>
<tr>
<th>Zone</th>
<th>Date</th>
<th>Call #</th>
<th>Max</th>
<th>Excessive Resp Time</th>
<th>Amount in Excess</th>
<th>Per Call Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sub 12</td>
<td>2014-08-03</td>
<td>96336</td>
<td>0:18:00</td>
<td>0:28:00</td>
<td>0:18:29</td>
<td>$23.25</td>
</tr>
</tbody>
</table>

Total Suburban 12: 1

<table>
<thead>
<tr>
<th>Rural 20</th>
<th>July/August 2014*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rural 20</td>
<td>2014-08-22</td>
</tr>
<tr>
<td></td>
<td>105265</td>
</tr>
<tr>
<td></td>
<td>0:30:00</td>
</tr>
<tr>
<td></td>
<td>0:43:00</td>
</tr>
<tr>
<td></td>
<td>0:35:11</td>
</tr>
<tr>
<td></td>
<td>0:05:11</td>
</tr>
<tr>
<td></td>
<td>$139.50</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Zone</th>
<th>Excessive Response Time Allowed per call (minutes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suburban</td>
<td>28.00</td>
</tr>
<tr>
<td>Rural 20</td>
<td>43.00</td>
</tr>
<tr>
<td>Frontier 25</td>
<td>46.00</td>
</tr>
<tr>
<td>Frontier 35</td>
<td>60.00</td>
</tr>
<tr>
<td>Frontier 45</td>
<td>75.00</td>
</tr>
<tr>
<td>Wilderness 45</td>
<td>75.00</td>
</tr>
</tbody>
</table>

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 except Suburban 12.

<table>
<thead>
<tr>
<th>Response Area</th>
<th>Total Responses</th>
<th>Total Transports</th>
<th>Total Lates</th>
<th>Compliance Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>ESA Frontier 25*</td>
<td>19</td>
<td>11</td>
<td>1</td>
<td>94.74%</td>
</tr>
<tr>
<td>ESA Frontier 35*</td>
<td>45</td>
<td>22</td>
<td>3</td>
<td>93.33%</td>
</tr>
<tr>
<td>ESA Frontier 45*</td>
<td>12</td>
<td>4</td>
<td>1</td>
<td>91.67%</td>
</tr>
<tr>
<td>ESA Rural 20**</td>
<td>141</td>
<td>79</td>
<td>13</td>
<td>90.78%</td>
</tr>
<tr>
<td>ESA Suburban 12</td>
<td>213</td>
<td>110</td>
<td>22</td>
<td>89.67%</td>
</tr>
</tbody>
</table>

Zone Standard 90.00%

*Zone data provided for information only, excluded from penalty as stated in section 3.g.
**Rural 20 rolled over from July (100 call rule)
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 August 2014, the Contractor requested three 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, one call was delayed due to severe traffic and construction, 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”.

<table>
<thead>
<tr>
<th>Zone</th>
<th>Date</th>
<th>Call #</th>
<th>Max</th>
<th>Excessive</th>
<th>Resp Time</th>
<th>Amount in Excess</th>
<th>Excessive per Call Fee</th>
<th>Potential Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sub 12</td>
<td>2014-08-25</td>
<td>107053</td>
<td>0:18:00</td>
<td>0:28:00</td>
<td>0:22:52</td>
<td>0:04:52</td>
<td>$0</td>
<td>$116.25</td>
</tr>
<tr>
<td>Sub 12</td>
<td>2014-08-30</td>
<td>109347</td>
<td>0:18:00</td>
<td>0:28:00</td>
<td>0:13:47</td>
<td>N/A</td>
<td>$0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Rural 20*</td>
<td>2014-07-29</td>
<td>94426</td>
<td>0:30:00</td>
<td>0:43:00</td>
<td>0:22:48</td>
<td>N/A</td>
<td>$0</td>
<td>$0.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$116.25</td>
</tr>
</tbody>
</table>

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

**III. QUESTIONS AND/OR ADDITIONAL INFORMATION**

______________________________
Caroline Sasaki
### ESA SEPTEMBER 2014 FINANCIAL REPORT

Correction Reported on November 5, 2014

<table>
<thead>
<tr>
<th>OPERATING REVENUES</th>
<th>2014 Budget</th>
<th>September 2014 Current Month Actuals</th>
<th>2014 YTD Actuals</th>
<th>2014 Unobligated Balance</th>
<th>2014 Variance %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administration (Per Agreement)</td>
<td>$40,000.00</td>
<td>$1,511.25</td>
<td>$21,512.50</td>
<td>$18,488.75</td>
<td>-46.2%</td>
</tr>
<tr>
<td>ESA Administration</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.0%</td>
</tr>
<tr>
<td>Appropriation from Fund Balance</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.0%</td>
</tr>
<tr>
<td>Operating Revenue Subtotal (Contract Administration)</td>
<td>$40,000.00</td>
<td>$1,511.25</td>
<td>$21,512.50</td>
<td>$18,488.75</td>
<td>-46.2%</td>
</tr>
</tbody>
</table>

Other Operational Revenue

<table>
<thead>
<tr>
<th></th>
<th>2014 Budget</th>
<th>September 2014 Current Month Actuals</th>
<th>2014 YTD Actuals</th>
<th>2014 Unobligated Balance</th>
<th>2014 Variance %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest</td>
<td>$50.00</td>
<td>$ -</td>
<td>$16.00</td>
<td>$(34.00)</td>
<td>-68.0%</td>
</tr>
<tr>
<td>Compliance Assessments (Allocated to Grants Fund)</td>
<td>$ -</td>
<td>$500.00</td>
<td>$500.00</td>
<td>$500.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>Operating Revenues Subtotal (Other)</td>
<td>$50.00</td>
<td>$500.00</td>
<td>$516.00</td>
<td>$466.00</td>
<td>932.0%</td>
</tr>
</tbody>
</table>

TOTAL OPERATING REVENUES (All Sources) | $40,050.00 | $2,011.25 | $22,027.25 | $(18,022.75) | -45.0% |

### OPERATING EXPENDITURES

<table>
<thead>
<tr>
<th>OPERATING EXPENDITURES</th>
<th>2014 Budget</th>
<th>September 2014 Current Month Actuals</th>
<th>2014 YTD Actuals</th>
<th>2014 Unobligated Balance</th>
<th>2014 Variance %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administration (Per Agreement)</td>
<td>$30,000.00</td>
<td>$ -</td>
<td>$3,903.82</td>
<td>$(26,096.18)</td>
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<tr>
<td>El Paso County Compliance Administration</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.0%</td>
</tr>
<tr>
<td>Contract Research/Evaluation</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.0%</td>
</tr>
<tr>
<td>Financial Audit / Accounting</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.0%</td>
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<tr>
<td>Insurance</td>
<td>$2,000.00</td>
<td>$ -</td>
<td>$1,375.00</td>
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<tr>
<td>Office/Automation Expenses</td>
<td>$500.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$(500.00)</td>
<td>-100.0%</td>
</tr>
<tr>
<td>Information Services</td>
<td>$300.00</td>
<td>$ -</td>
<td>$235.63</td>
<td>$(64.37)</td>
<td>-21.5%</td>
</tr>
<tr>
<td>Operating Expenses Subtotal (Contract Administration)</td>
<td>$32,800.00</td>
<td>$ -</td>
<td>$5,514.45</td>
<td>$(27,285.55)</td>
<td>-83.2%</td>
</tr>
</tbody>
</table>

Other Operational Expenses

<table>
<thead>
<tr>
<th></th>
<th>2014 Budget</th>
<th>September 2014 Current Month Actuals</th>
<th>2014 YTD Actuals</th>
<th>2014 Unobligated Balance</th>
<th>2014 Variance %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grants (From Actual / Available Compliance Assessments)</td>
<td>$50.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$(50.00)</td>
<td>-100.0%</td>
</tr>
<tr>
<td>Operating Expenses Subtotal (Other)</td>
<td>$50.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$(50.00)</td>
<td>-100.0%</td>
</tr>
</tbody>
</table>

TOTAL OPERATING EXPENDITURES (All Sources) | $32,850.00 | $ - | $5,514.45 | $(27,335.55) | -83.2% |

### VARIANCE: REVENUES OVER EXPENDITURES — Surplus / (Deficit)

<table>
<thead>
<tr>
<th></th>
<th>2014 Budget</th>
<th>September 2014 Current Month Actuals</th>
<th>2014 YTD Actuals</th>
<th>2014 Unobligated Balance</th>
<th>2014 Variance %</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL OPERATING REVENUES - TOTAL OPERATING EXPENDITURES</td>
<td>$7,200.00</td>
<td>$2,011.25</td>
<td>$16,512.80</td>
<td>$9,312.80</td>
<td>129.3%</td>
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</tbody>
</table>

### CASH POSITION

<table>
<thead>
<tr>
<th>CASH POSITION</th>
<th>2014 BEGINNING FUND BALANCE — Unassigned and Assigned Funds</th>
<th>Grant Fund Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>As of 9/30/13:</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>Grant Fund Balance (Assigned)</td>
<td>$516.00</td>
<td>$500.00 Add: Asmt Rev Rec YTD</td>
</tr>
<tr>
<td>RFP Fund Balance (Assigned)</td>
<td>$ -</td>
<td>$16.00 Add: Interest</td>
</tr>
<tr>
<td>Unassigned Fund Balance</td>
<td>$15,996.80</td>
<td>$ - Less RFP Fund Transfer</td>
</tr>
<tr>
<td>Cash Receivable</td>
<td>$ -</td>
<td>$ - Less Grant Fund Awards</td>
</tr>
<tr>
<td>Cash Payable</td>
<td>$ -</td>
<td>$ 516.00 Assigned Grant Fund Balance</td>
</tr>
</tbody>
</table>

ENDING FUND BALANCE — Unassigned and Assigned Funds | $16,512.80 |
### ESA OCTOBER 2014 FINANCIAL REPORT
Reported on November 5, 2014

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administration (Per Agreement)</td>
<td>$ 40,000.00</td>
<td>$ -</td>
<td>$ 21,511.25</td>
<td>$ (18,488.75)</td>
<td>-46.2%</td>
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<tr>
<td>ESA Administration</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Appropriation from Fund Balance</td>
<td>$ -</td>
<td>$ -</td>
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<td>0.0%</td>
</tr>
<tr>
<td>Operating Revenue Subtotal (Contract Administration)</td>
<td>$ 40,000.00</td>
<td>$ -</td>
<td>$ 21,511.25</td>
<td>$ (18,488.75)</td>
<td>-46.2%</td>
</tr>
<tr>
<td>Other Operational Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interest</td>
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<td>$ 16.00</td>
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<tr>
<td>Compliance Assessments (Allocated to Grants Fund)</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 500.00</td>
<td>$ 500.00</td>
<td>0.0%</td>
</tr>
<tr>
<td>Operating Revenues Subtotal (Other)</td>
<td>$ 50.00</td>
<td>$ -</td>
<td>$ 516.00</td>
<td>$ 466.00</td>
<td>932.0%</td>
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<tr>
<td>TOTAL OPERATING REVENUES (All Sources)</td>
<td>$ 40,050.00</td>
<td>$ -</td>
<td>$ 22,027.25</td>
<td>$ (18,022.75)</td>
<td>-45.0%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPERATING EXPENDITURES</th>
<th>2014 Budget</th>
<th>October 2014 Current Month Actuals</th>
<th>2014 YTD Actuals</th>
<th>2014 Unobligated Balance</th>
<th>2014 Variance %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Administration (Per Agreement)</td>
<td>$ 30,000.00</td>
<td>$ 7,807.64</td>
<td>$ 11,711.46</td>
<td>$ (18,288.54)</td>
<td>-61.0%</td>
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<tr>
<td>El Paso County Compliance Administration</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.0%</td>
</tr>
<tr>
<td>Contract Research/Evaluation</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>Financial Audit / Accounting</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>0.0%</td>
</tr>
<tr>
<td>Insurance</td>
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<td>Office/Automation Expenses</td>
<td>$ 500.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ (500.00)</td>
<td>-100.0%</td>
</tr>
<tr>
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<td>$ 300.00</td>
<td>$ -</td>
<td>$ 235.63</td>
<td>$ (64.37)</td>
<td>-21.5%</td>
</tr>
<tr>
<td>Operating Expenses Subtotal (Contract Administration)</td>
<td>$ 32,800.00</td>
<td>$ 8,297.64</td>
<td>$ 13,812.09</td>
<td>$ (18,987.91)</td>
<td>-57.9%</td>
</tr>
<tr>
<td>Other Operational Expenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grants (From Actual / Available Compliance Assessments)</td>
<td>$ 50.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ (50.00)</td>
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<tr>
<td>Operating Expenses Subtotal (Other)</td>
<td>$ 50.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ (50.00)</td>
<td></td>
</tr>
<tr>
<td>TOTAL OPERATING EXPENDITURES (All Sources)</td>
<td>$ 32,850.00</td>
<td>$ 8,297.64</td>
<td>$ 13,812.09</td>
<td>$ (19,037.91)</td>
<td>-58.0%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>VARIANCE: REVENUES OVER EXPENDITURES — Surplus / (Deficit)</th>
<th>2014 Budget</th>
<th>October 2014 Current Month Actuals</th>
<th>2014 YTD Actuals</th>
<th>2014 Unobligated Balance</th>
<th>2014 Variance %</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 7,200.00</td>
<td>$ (8,297.64)</td>
<td>$ 8,215.16</td>
<td>$ 1,015.16</td>
<td>14.1%</td>
<td></td>
</tr>
</tbody>
</table>

### CASH POSITION

<table>
<thead>
<tr>
<th>2014 BEGINNING FUND BALANCE — Unassigned and Assigned Funds</th>
<th>$ -</th>
<th>Grant Fund Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>As of 10/31/13:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grant Fund Balance (Assigned)</td>
<td>$ 516.00</td>
<td>$ -</td>
</tr>
<tr>
<td>RFP Fund Balance (Assigned)</td>
<td>$ -</td>
<td>$ 500.00 Add: Assmt Rev Rec YTD</td>
</tr>
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<td>Unassigned Fund Balance</td>
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<td>$ 16.00 Add: Interest</td>
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<td>$ - Less RFP Fund Transfer</td>
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<td>Cash Payable</td>
<td>$ -</td>
<td>$ - Less Grant Fund Awards</td>
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<td>ENDING FUND BALANCE — Unassigned and Assigned Funds</td>
<td>$ 8,215.16</td>
<td>$ 516.00 Assigned Grant Fund Balance</td>
</tr>
</tbody>
</table>
On September 14, 2014 AMR Lori had the privilege of transporting Mr. Hackett for his Sentimental Journey to watch the para-troopers jump at the AFA. Mr. Hackett is a Vietnam Veteran and a member of the 101st Airborne. He was presented with an American flag and honorary certificates and patches.

Donated Special Events/Community Education

- Super Hero 5K Run
- Heartsaver First Aid
- MHS Career Fair
- Howbert ES Safety Day
- JDRF Walk to Cure Diabetes @ Rockledge Ranch
- SFMC Skills Check Off
- Senior Health Fair Hillside Community Center
- Pikes Peak Towers Blood Check
- Pulpit Rock Neighborhood Evacuation
- Waldo Waldo 5K Run
- Cheyenne Mountain Zombie Run
- Chinook Trail ES Health Jam

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
AMR Colorado Springs has been involved with all national initiatives to prepare for possible Ebola patients in Colorado Springs. All caregivers and dispatchers have been given a list of questions to screen patient with possible symptoms. AMR Colorado Springs has a dedicated ambulance that has been wrapped in plastic to help expedite any possible patient transports. The crew members have all attended training on how to apply all personal protection equipment. For more information on Ebola and AMR’s response please visit www.amr.net/ebola
Scattergram Information
September 2014

Cimarron Hills:
   Total Calls 102
   Exceptions 8
   Percentage 92.1%

Stratmoor Hills:
   Total Calls 75
   Exceptions 18
   Percentage 76%
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 Cascade Fire Rescue 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 6-24-14 (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 N/A Fire Rescue Protection District as now existing or as may be hereinafter be included in the N/A Fire Rescue Protection District and any area to which the N/A Fire Rescue 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: CASCADE Fire Rescue Protection District

BY: Approved (signature): Barry Schultz Date: 10-13-14
Name (printed): BARRY SCHULTZ
Title: BOARD PRESIDENT

CASCADE FIRE PROTECTION DISTRICT
PO BOX 366
CASCADE, CO 80809-0366
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 _______ Security Fire Rescue Protection District ("Agency") (individually, a “Party” and collectively, the “Parties”).

Background and Purpose

A. Pursuant to the Amended and Restated Intergovernmental Agreement Concerning the El Paso County Emergency Services Authority approved June 24, 2014 (the “Establishing IGA”), between El Paso County and the City of Fountain, the ESA exists 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 American Medical Response ("AMR" or “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 or has arranged to provide its own ground emergency ambulance emergency service within its jurisdictional boundaries through the __________Security Fire Rescue Protection District as now existing or as may be hereinafter be included in the __________Security Fire Rescue Protection District and any area to which the __________Security Fire Rescue 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.

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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 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: Security Fire Rescue Protection District |

BY: Approved (signature):_________________________ Date: ______________
   Name (printed): ______________________________
   Title: ______________________________
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 Security Fire Protection District ("Agency") (individually, a "Party" and collectively, the “Parties”).

Background and Purpose

A. Pursuant to the Amended and Restated Intergovernmental Agreement Concerning the El Paso County Emergency Services Authority approved June 24, 2014 (the “Establishing IGA”), between El Paso County and the City of Fountain, the ESA exists 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 American Medical Response ("AMR" or "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 or has arranged to provide its own ground emergency ambulance emergency service within its jurisdictional boundaries through the Security Fire Protection District as now existing or as may be hereinafter be included in the Security Fire Protection District and any area to which the Security 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: Security Fire Protection District

BY: Approved (signature): ___________________________ Date: 10-27-14
    Name (printed): ___________________________
    Title: ___________________________
TO: FDA Board  
FROM: Caroline Sasaki, Contract Business Administrator  
DATE: November 5, 2014  
RE: 2015 Price Increase – First Amendment to the Contract

Pursuant to Appendix A, Section 12 of the Contract, the Contractor has requested a 2.3% adjustment to the current mileage rate charge, based on the Denver Boulder Greeley CPI – Transportation index outlined in the contract, to be effective January 1, 2015.

<table>
<thead>
<tr>
<th></th>
<th>2014 Rates</th>
<th>CPI-U Transportation</th>
<th>Dollar Increase</th>
<th>2015 Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALS Mileage</td>
<td>$18.98</td>
<td>2.30%</td>
<td>$0.44</td>
<td>$19.42</td>
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<tr>
<td>ALS Additional Miles</td>
<td>$18.98</td>
<td>2.30%</td>
<td>$0.44</td>
<td>$19.42</td>
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<tr>
<td>BLS Mileage</td>
<td>$18.98</td>
<td>2.30%</td>
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<td>$19.42</td>
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</table>

Appendix A, Section 12 (Annual CPI Rate Increase) of the ESA’s ground emergency ambulance contract with AMR provides:

“Commencing on January 1,2015, and on the first day of January in subsequent years, during the term of the Agreement, AMR shall be allowed reasonable annual inflation adjustments to the Rates Schedule. No later than November 1 of the then-current Agreement year, AMR shall request the ESA to determine the percentage rate of change in prices to be effective January 1 of the next contract year. AMR may, at its option, increase its rates for the above non-mileage expenses by an amount equal to, or less than, the increase during the preceding twelve (12) months in the Consumer Price Index for All Urban Consumers (CP-U) - Medical Care Index for the Denver-Boulder-Greeley metropolitan area, published by the U.S. Bureau of Labor Statistics. AMR may also, at its option, increase its rate for the above mileage expenses by an amount equal to, or less than, the increase during the preceding twelve (12) months in the Consumer Price Index for All Urban Consumers (CP-U) - Transportation Index for the Denver-Boulder-Greeley metropolitan area, published by the U.S. Bureau of Labor Statistics. In the event that these CPI-U indices should cease to be published, the parties shall agree to the use of a similar, comparable, inflationary index. Any rate adjustments made under this provision shall be approved in writing by the Contract Administrator for the ESA prior to being implemented, and when so approved shall be considered as an amendment to this Agreement. Once AMR notifies the Contract Administrator for the ESA, the rate increases shall take effect automatically unless the Contract Administrator objects to the calculation before December 1st.”

The relevant CPI factors as referenced above were issued by the Bureau of Labor Statistics on August 19, 2014, and are as follows:
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<td>Medical Care</td>
<td>487.877</td>
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</table>

Additionally, the Contractor is requesting additions and subtractions to the rate schedule, and extraordinary increases to three medications and one disposable piece of equipment (Peak Flow Meter) pursuant to Appendix A, Section 13.

Appendix A, Section 13 (Extraordinary Rate Increase) of the ESA’s ground emergency ambulance contract with AMR provides:

“The Agreement provides for adjustments due to changes in the services requested by the ESA, which have an adverse and material financial impact upon AMR, changes in governmental or third-party payer programs that result in significant reduction in revenues for Services rendered. In the event of extraordinary circumstances beyond AMR’s control that cause substantial and unforeseen increases in AMR’s costs, AMR may also request the ESA to permit adjustments to the rates specified. AMR shall provide a full explanation of and justification for the proposed adjustments. AMR may submit proposed adjustments to the ESA no more frequently than once per year, and such proposals may be submitted on or before June 1, 2015, and the first day of June in subsequent years for consideration by the ESA.

AMR and the ESA agree to negotiate in good faith revisions to the fee structure in accordance with this section of the Agreement. In the event the parties are unable to reach agreement within ninety (90) days following a request from AMR for modification of the fee structure, either Party may terminate this Agreement without cause with three hundred sixty-five (365) days advance written notice to the other Party.”

Upon the ESA Board’s approval of changes to the patient charges and mileage rate increases, they will be submitted to the Board of County Commissioners of El Paso County and to the City of Fountain City Council for their final approval pursuant to Section 6.1.D. of the Intergovernmental Agreement concerning the ESA.
Caroline Sasaki  
Business Administrator  
El Paso County ESA  
3275 Akers Drive  
Colorado Springs, CO 80922  

21 October 2014  

Dear Ms Sasaki:  

Pursuant to Appendix "A" Section 12 of Contract 14-004 EMT-Paramedic Ground Emergency Ambulance Service. AMR requests a 2.3% adjustment to our current mileage rate charge. This increase is based upon the Denver Boulder Greely CPI - Transportation increase of 2.3%.  

<table>
<thead>
<tr>
<th></th>
<th>2014 Rates</th>
<th>CPI-U Transportation</th>
<th>Dollar increase</th>
<th>2015 Charge</th>
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<tr>
<td>BLS Additional Miles</td>
<td>18.98</td>
<td>2.30%</td>
<td>$0.44</td>
<td>$19.42</td>
</tr>
</tbody>
</table>

Furthermore we request for following additions, subtractions and extraordinary increases as noted.  

Due Extraordinary Manufacturer Rate Increases for the following:  

Gucogon - Current "Proposed" charge will be $155.51; AMR's cost is $150.75. Request increase to $173.36 (AMR's cost plus 15%).  

Sodium Bicarbonate 4.2% - Current "Proposed" charge will be $7.91; AMR's cost is $11.38. Request increase to $13.09 (AMR's cost plus 15%).  

Sodium Bicarbonate 8.4% - Current "Proposed" charge will be $6.02; AMR's cost is $6.79. Request increase to $7.81 (AMR's cost plus 15%).  

Peak Flow Meter – Current "Proposed" charge will be $5.53; AMR's cost is $12.79. Request increase to $14.71 (AMR's cost plus 15%).
The following are added items:

Nitro Paste – AMR’s cost is $3.97. Request charge of $4.56 (AMR’s cost plus 15%).

Ketamine – AMR’s cost is $12.80. Request charge of $14.72 (AMR’s cost plus 15%).

Chest Kit – AMR’s cost is $46.04 – Request charge of $52.95 (AMR’s cost plus 15%).

Chest Decompression Procedure – Request $169.23 (AMR’s current charge for cricothyrotomy plus “Proposed” rate increase).

Dexamethasone – AMR’s cost is $1.73. Request charge of $1.99 (AMR’s cost plus 15%).

Lift Assist – $68.27 Per AMR’s task time of 30 minutes.

The following items can be removed:

Procainamide 2MG

Labetalol

ICD Magnet Procedure

Proposed 2015 Rates:

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<th>Rate</th>
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<tr>
<td>ALS1 EMERG</td>
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<td>ALS2</td>
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Yours Sincerely,

Ted Sayer
General Manager
### Exhibit C Fee and Payment Schedule
Denver/Boulder/Greeley CPI Measures, 2001-Current

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<th>Year</th>
<th>Denver/Boulder/Greeley*</th>
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<th>Transportation (45%)</th>
<th>% change from 1 year earlier</th>
<th>Medical (45%)</th>
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**Added New Items**

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FIRST AMENDMENT TO THE GROUND EMERGENCY AMBULANCE SERVICES CONTRACT BETWEEN EL PASO COUNTY EMERGENCY SERVICES AUTHORITY AND AMERICAN MEDICAL RESPONSE OF COLORADO, INC. DATED JULY 1, 2014

This First Amendment, dated this __________ day of ______________, 2014, is made and entered into by and between the El Paso County Emergency Services Authority and American Medical Response of Colorado, Inc., and amends the Ground Emergency Ambulance Services Contract Between El Paso County Emergency Services Agency and American Medical Response, Inc., dated July 1, 2014.

The parties agree that the Rates Schedule of Appendix A be amended to read as follows effective on ______________________, 2015.

APPENDIX A RATES SCHEDULE

PATIENT CHARGES FOR JANUARY 1, 2015 THROUGH DECEMBER 31, 2015

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Entered into the day and year first above written:
FOR THE EL PASO COUNTY EMERGENCY SERVICES AUTHORITY:

By: ________________________________
    Commissioner Sallie Clark, Chair

Attest: ______________________________
        Jeff Force, Secretary

Date: ________________________________

FOR AMERICAN MEDICAL RESPONSE OF COLORADO, INC.

By: ________________________________
    Ted Sayer, General Manager

State of Colorado          )
                            )ss:
County of ________      )

The foregoing instrument was acknowledged before me this _________ day of
_______________, 2014 by ________________________________ of American
Medical Response of Colorado, Inc. a Delaware corporation.

Witness my hand and official seal.

My commission expires: ________________________
2015 Emergency Services Authority
Meeting Schedule

**Monthly Board Meetings** are held on the first Wednesday of every month at 3:00 pm. **Location:** Pikes Peak Regional Development Center, 2880 International Circle, Second Floor hearing room (*alternate locations may be used as meeting dates change).

- January 7, 2015
- February 4, 2015
- March 4, 2015
- April 1, 2015
- May 6, 2015
- June 3, 2015
- July 1, 2015
- August 5, 2015
- September 2, 2015
- October 7, 2015
- November 4, 2015
- December 2, 2015

**Planning Committee Meetings** are held on the Wednesday prior to the Board Meeting. The Planning Committee plans for the next month’s agenda (for example, the committee sets the agenda for the February Board meeting in the January meeting), makes grant recommendations, and reviews compliance and complaints. Generally, the meeting is posted to begin at 4PM. **Location:** ESA Offices, 3275 Akers Drive, main conference room

- January 28, 2015
- February 25, 2015
- March 25, 2015
- April 29, 2015
- May 27, 2015
- June 24, 2015
- July 29, 2015
- August 26, 2015
- September 30, 2015
- October 28, 2015
- November 18, 2015 (date change due to holiday)
- December 16, 2015 (date change due to holiday)

**Research Committee Meetings** are held one Wednesday per month to be determined by the committee. The Research Committee will be looking into other options for the county once the current contract ends. Additionally, the future of ambulance service in the county will be affected by changing landscape of health care under the Affordable Care Act. Generally, the meeting is posted to begin at 8:30AM. **Location:** Pikes Peak Regional Development Center, 2880 International Circle, Second Floor Conference Rooms A/B

- February 4, 2015
- April 1, 2015
- June 3, 2015
- August 5, 2015
- October 7, 2015
- December 2, 2015

**Medical Control Committee Meetings** are held on alternate months immediately preceding the regular monthly Board Meeting, usually at 2:30 PM, but sometimes at 2:00 PM, depending on the agenda. **Location:** Pikes Peak Regional Development Center, 2880 International Circle, Second Floor meeting room annex.

- February 4, 2015
- April 1, 2015
- June 3, 2015
- August 5, 2015
- October 7, 2015
- December 2, 2015

**NOTE:** Meeting dates are subject to change according to business needs.