

ESA November Board Meeting

Item 3.

MINUTES

NOVEMBER 5, 2014 3:00 P.M.

PIKES PEAK REGIONAL BUILDING DEPARTMENT
2880 INTERNATIONAL CIRCLE, COLORADO SPRINGS

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

Agenda topics

1. CHANGES TO AGENDA/POSTPONEMENTS

DISCUSSION
None.

2. PUBLIC COMMENT

DISCUSSION
None.

3. APPROVAL OF THE MINUTES OF OCTOBER 1, 2014

DISCUSSION	
None.	
MOTION	PERSON RESPONSIBLE
Motion to approve the minutes of the October 1, 2014 meeting.	Wayne Florek
Second	Dr. Timothy Hurtado
Approved	Unanimous

4.A. AUGUST 2014 COMPLIANCE REPORT

DISCUSSION
<p>Caroline Sasaki reported the August compliance report was carried over from last month's board meeting in order for AMR to provide details about one call that was delayed due to severe traffic and road construction in the area of I-25 and Fillmore. Chelsia Baker of AMR stated the crew came from Penrose Main Hospital, and was en route to post at Southgate and Nevada. Chelsia added that AMR does not request exemptions due to traffic only, but this involved road construction. Jeff Force addressed the board's policy going forward, and whether or not all exemptions would be handled on a case by case basis. Caroline replied that all exemption requests will be included in each compliance report, and brought before the ESA board. Commissioner Clark asked what the potential fine for this call would be, and Caroline Sasaki replied this call was not fineable as it was not late beyond the maximum response time allowed. Caroline also reported this call would not make a difference in the overall compliance percentage for the Suburban 12 zone, as the compliance percent is still under 90% even with this call exempted. Chief Tatum added that it helps to know what process AMR goes through to determine whether or not to make an exemption request, and that he agrees with AMR's reason for making the request.</p> <p>Caroline continued that the 90% zone standards were met for all zones except the Suburban 12, which resulted in a \$500 penalty. For August there were two calls which exceeded the maximum response time for a total assessment of \$162.75. She summarized that the total potential fines for August were \$779.00, with the recommended fines being \$662.75.</p> <p>Lastly, Commissioner Clark added that the Board of County Commissioners discussed the assessments, and agreed that the funds from assessments should go back into a grant fund.</p>

MOTION	PERSON RESPONSIBLE
Motion to accept the August compliance.	Chief Carl Tatum
Second	Jeff Force
Approved	Unanimous

4.B. COMMITTEE REPORTS

DISCUSSION
Steve Murphy reported that the Research Committee met on October 8th, and decided to focus on both a short term tactical goal and a long term plan. The group was joined by Tim Dienst, of Ute Pass Regional Ambulance, who shared his experience on setting up an ambulance district, as well as the benefits of a health care district. The group discussed future expectations of service, how agencies will need to evolve, and the resources available from any districts that choose to participate. They also discussed the possibility of forming two subcommittees for the short term and long term goals.

4.C. TREASURER'S REPORT FOR SEPTEMBER 2014

DISCUSSION	
Treasurer Wayne Florek reported there was \$1,511.25 in administration revenue and \$500.00 in assessments. There were no expenses for the month of September.	
MOTION	PERSON RESPONSIBLE
Motion to approve the treasurer's report for September.	Dr. Timothy Hurtado
Second	Mayor Keith McCafferty
Approved	Unanimous

4.D. TREASURER'S REPORT FOR OCTOBER 2014

DISCUSSION	
Treasurer Wayne Florek reported there was no revenue for the month of October, and expenses came to \$7,807.64 for two months of contract administration.	
MOTION	PERSON RESPONSIBLE
Motion to approve the treasurer's report for October.	Mayor Keith McCafferty
Second	Chief Jeremy Gardner
Approved	Unanimous

4.E. COMMUNITY RELATIONS REPORT

DISCUSSION
Laura Saenz of AMR presented the October Community Relations report, pointing out the list of special donated events and community education. She reported their September highlight was transporting a former Vietnam paratrooper, Mr. Hackett, on a sentimental journey. Mr. Hackett is in hospice care, and wanted to see the AFA paratroopers jump one more time. AMR transported him to the Academy, where they made him an honorary member of their team. She also reported the status on their Ebola preparations in that they've trained all their crews in their personal protection equipment.

4.F. SCATTER MAP DATA

DISCUSSION
Laura Saenz of AMR addressed the scatter maps for July, August, and September. She stated the first scatter map for each month displays a zoomed out view to show the whole county with exceptions, and the second map highlights the Cimarron Hills and Stratmoor areas, which are the main areas of concern. The third sheet displays data for the total calls, exceptions, and compliance percentage. Jeff Force asked for clarification about the Stratmoor area, whether it is a separate zone or part of another zone. Laura replied that Stratmoor falls into the Suburban 12 zone. Mr. Force asked Mr. Sayer what is being done to address the zones that fall under 90% compliance, and Mr. Sayer stated they are working on ambulance placement to improve service, and will continue to make adjustments until they get their compliance where they want it to be.

5.A. PARTICIPATING AGENCY IGA - CASCADE

DISCUSSION	
Kenny Hodges presented the IGA from Cascade, and stated they did not make any changes to the template IGA, as their district is not providing ambulance service outside the ESA contract with AMR.	
MOTION	PERSON RESPONSIBLE
Motion to approve the Cascade Fire Protection District IGA.	Dr. Timothy Hurtado
Second	Wayne Florek
Approved	Unanimous

5.B. PARTICIPATING AGENCY IGA - SECURITY

DISCUSSION	
Kenny Hodges presented the Security IGA, and noted that Security is exempt from penalties according to the ESA/AMR contract. He continued that AMR is providing backup services to Security, and Ted Sayer of AMR stated AMR is in the process of working with Security to formalize a mutual aid agreement which will come before the ESA board at a later date.	
MOTION	PERSON RESPONSIBLE
Motion to approve the Security Fire Protection District IGA.	Chief Carl Tatum
Second	Jeff Force
Approved	Unanimous

5.C. CONTRACTOR REQUEST FOR CPI INCREASE

DISCUSSION	
Caroline Sasaki stated that AMR has requested a 2.3% increase to mileage based on the Denver Boulder Greeley index, pursuant to Appendix A, Section 12 of the contract. She also reported that AMR is requesting additions and subtractions to the rate schedule, and extraordinary increases to three medications and one disposable piece of equipment. Ted Sayer added AMR has experienced significant increases in cost related to those four items, and there are new treatments and protocols requiring them to carry the new items which are additions to the rate schedule.	
MOTION	PERSON RESPONSIBLE
Motion to approve the 2.3% mileage increase and changes to the 2015 rate schedule.	Wayne Florek
Second	Chief Steve Murphy
Approved	Unanimous

5.D. 2015 ESA BOARD MEETING SCHEDULE

DISCUSSION
Caroline Sasaki presented a 2015 meeting schedule based on monthly meetings in preparation for vote in December. She noted there had been discussion in the past about moving to a bi-monthly schedule in the future, and the reason for presenting this now was to give the board some time to check their schedule. The board discussed decided to continue to meet monthly until they get a better handle on the data and compliance. The group will vote on the schedule as presented in December.

5.E. BOARD MEMBER/STAFF COMMENTS

DISCUSSION
None.

ADJOURNMENT

Meeting Adjourned at 4:25 p.m.



Board of Directors

Commissioner Sallie Clark, Chair
 Chief Carl Tatum, Vice-Chair
 Jeffery S. Force, Secretary
 T. Wayne Florek, Treasurer
 Julie Kiley, M.D.
 Timothy Hurtado, D.O.
 William Normile
 Chief Steve Murphy

Commissioner Peggy Littleton (Alternate)
 Mayor Keith McCafferty
 Mayor Blair Bartling (Alternate)
 Councilmember Sam Gieck
 Lieutenant Mike Skeldum (Alternate)
 Chief Matt Love
 Chief Jeremy Gardner

ESA Performance & Compliance Report September 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 September 2014.

A. Appendix A, Section 12 – Scheduled Assessment Increases

		Contract Effective Date
Current Contract Section	Description	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 % pt or fraction thereof)	\$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 September 2014 is \$3,511.50.

Recommended Assessment Summary		
September 2014		
Performance Standard	Potential	Recommended
Per Call Performance (Exceeding Maximum)	\$511.50	\$511.50
Excessive Per Call Penalties	\$0.00	\$0.00
Zone Standards (90%) Suburban and Rural	\$3,000.00	\$3,000.00
Exemptions	\$162.75	\$0.00
TOTAL	\$3,674.25	\$3,511.50

II. CONTRACTOR PERFORMANCE & COMPLIANCE REPORT

A. Per Call Performance (3.e.) – In September, there were five calls which exceeded the Maximum Response Time allowed in the contract (subject to the 100 call rule). During this month, there were two zones with at least 100 calls, the Suburban 12 and Rural 20 zones. There were 12 calls in Frontier 25, 47 in Frontier 35, 12 in Frontier 45, and 34 in Wilderness 45.

Suburban 12 - September 2014							
Zone	Date	Call #	Max	Excessive	Response Time	Amount in Excess	Per Call Assessment
Sub 12	2014-09-01	110268	0:18:00	0:28:00	0:20:40	0:02:40	\$69.75
Sub 12	2014-09-20	119281	0:18:00	0:28:00	0:18:52	0:00:52	\$23.25
Sub 12	2014-09-21	119763	0:18:00	0:28:00	0:26:19	0:08:19	\$209.25
Rural 20 - September 2014							
Rural 20	2014-09-17	118130	0:30:00	0:43:00	0:36:18	0:06:18	\$162.75
Rural 20	2014-09-23	120741	0:30:00	0:43:00	0:31:35	0:01:35	\$46.50
Assessments							\$511.50

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 September except Suburban 12.

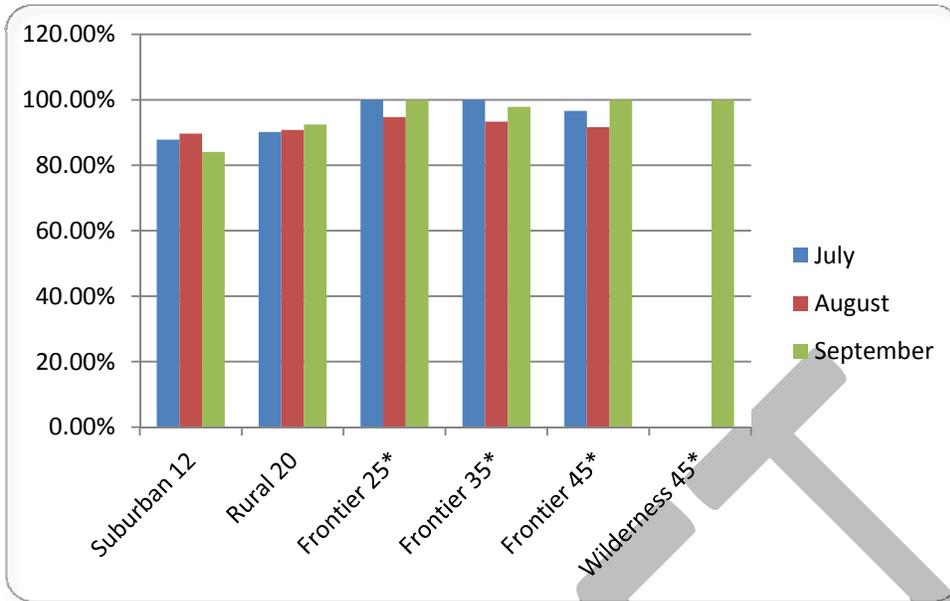
September 2014				
Response Area	Total Responses	Total Transports	Total Lates	Compliance Percent
ESA Frontier 25*	12	4	0	100.00%
ESA Frontier 35*	46	22	1	97.826%
ESA Frontier 45*	12	4	0	100.00%
ESA Rural 20	132	77	10	92.424%
ESA Suburban 12	195	108	31	84.103%
Wilderness 45*	34	17	0	100.00%
Zone Standard				90.00%

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

D. Compliance Trend

Below is the compliance history for each zone from July to the present. In July and August, calls in the Frontier 45 and Wilderness 45 zones were combined into the Frontier 45 zone. The calls in these zones were split as of September.

Zone	July	Aug	Sept
Suburban 12	87.85%	89.67%	84.10%
Rural 20	90.14%	90.78%	92.42%
Frontier 25*	100.00%	94.74%	100.00%
Frontier 35*	100.00%	93.33%	97.83%
Frontier 45*	96.61%	91.67%	100.00%
Wilderness 45*	-	-	100.00%



E. 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 September 2014, the Contractor requested one Code 3 call be exempted from the data to determine compliance with performance standards as required under the current contract. The crew responding to this call was asked by the fire department to divert from this call to a different call. There were 101 non-system calls that were excluded from the data as set forth in Section (1) of Appendix “A”.

September 2014								
Zone	Date	Call #	Max	Excessive	Resp Time	Amount in Excess	Excessive per Call Fee	Potential Assessment
Frontier 35	9/14/2014	116583	0:35:00	0:45:00	0:41:03	0:04:52	\$0	\$162.75
Total								\$162.75

III. QUESTIONS AND/OR ADDITIONAL INFORMATION

Caroline Sasaki



Community Relations Report October 2014

AMR Colorado Springs has joined AMR Pueblo to host a weekend radio show called Heartbeat Colorado. The radio show will feature local healthcare agencies and discusses current healthcare topics. Tune in to 101.3 at 8:00 am on Saturdays and Sundays.

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

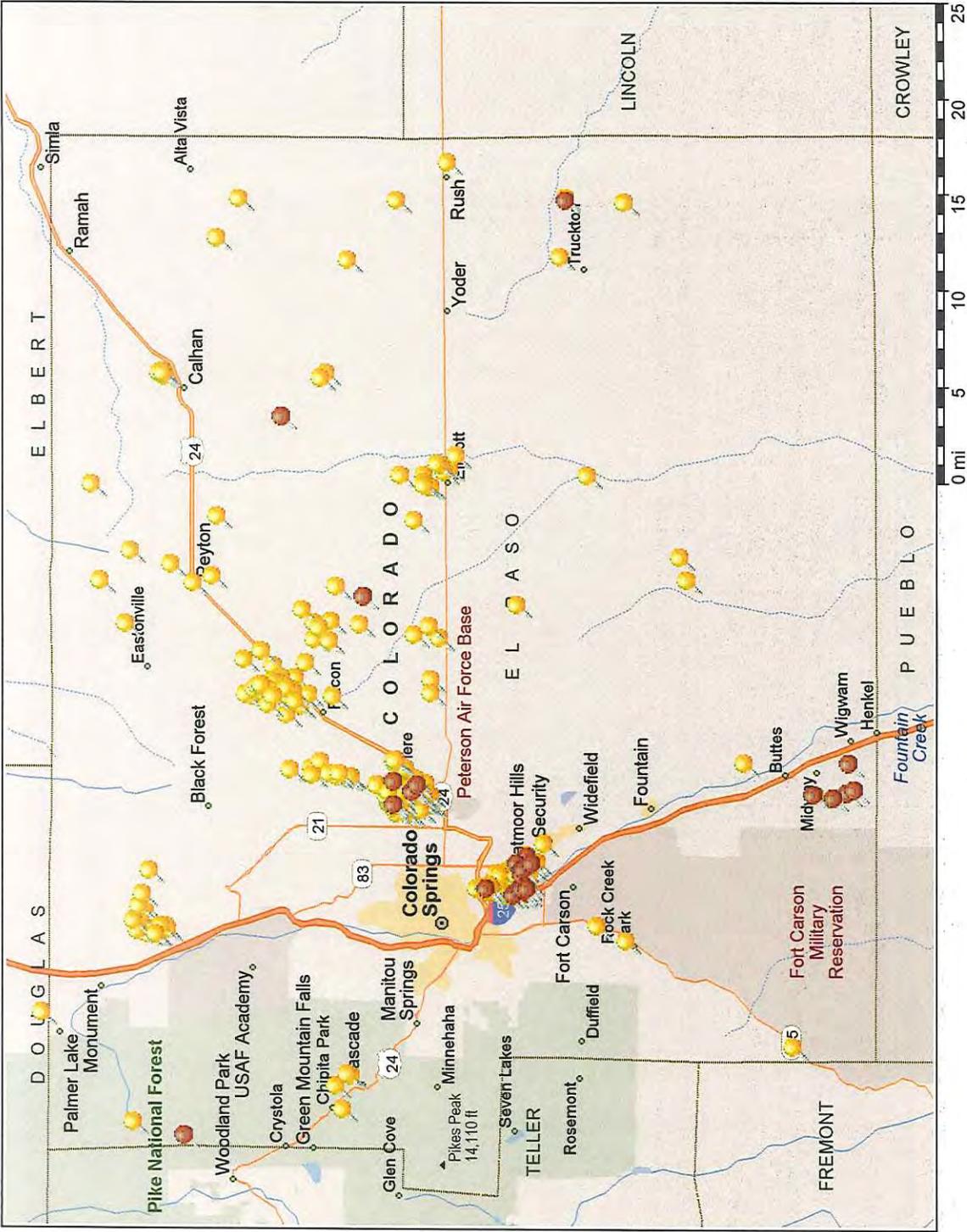
- Safe Kids Coalition
- Drive Smart Steering Committee
- Leadership Pikes Peak
- Colorado Springs Executives Association
- Pikes Peak Fire Fighters Association
- Pikes Peak Chief's Forum
- Pikes Peak Elder Abuse Coalition
- Meal on Wheels

October Calls and Exceptions

Pushpins

Copy of El Paso County Exceptio...

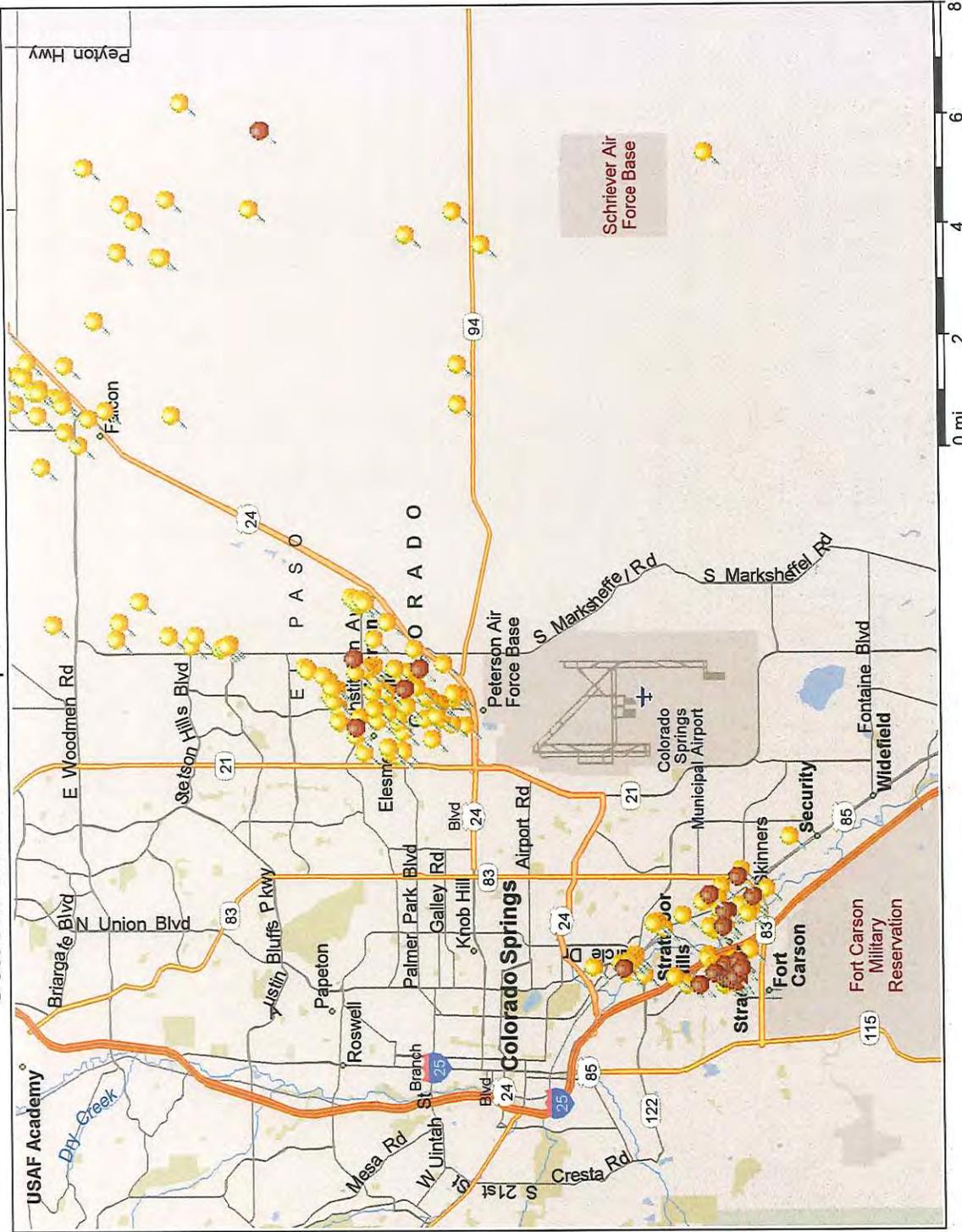
County Listing



Copyright © and (P) 1988-2012 Microsoft Corporation and/or its suppliers. All rights reserved. <http://www.microsoft.com/mappoint/>
 Certain mapping and direction data © 2012 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2012 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2012 by Applied Geographic Solutions. All rights reserved. Portions © Copyright 2012 by Woodall Publications Corp. All rights reserved.

October Calls and Exceptions

- Pushpins**
-  Copy of El Paso County Exceptio...
-  County Listing



Copyright © and (P) 1988–2012 Microsoft Corporation and/or its suppliers. All rights reserved. <http://www.microsoft.com/mappoint/>
 Certain mapping and direction data © 2012 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario, NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2012 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2012 by Applied Geographic Solutions. All rights reserved. Portions © Copyright 2012 by Woodall Publications Corp. All rights reserved.

Scattergram Information

October 2014

Cimarron Hills:

Total Calls	95
Exceptions	6
Percentage	93.7%

Stratmoor Hills

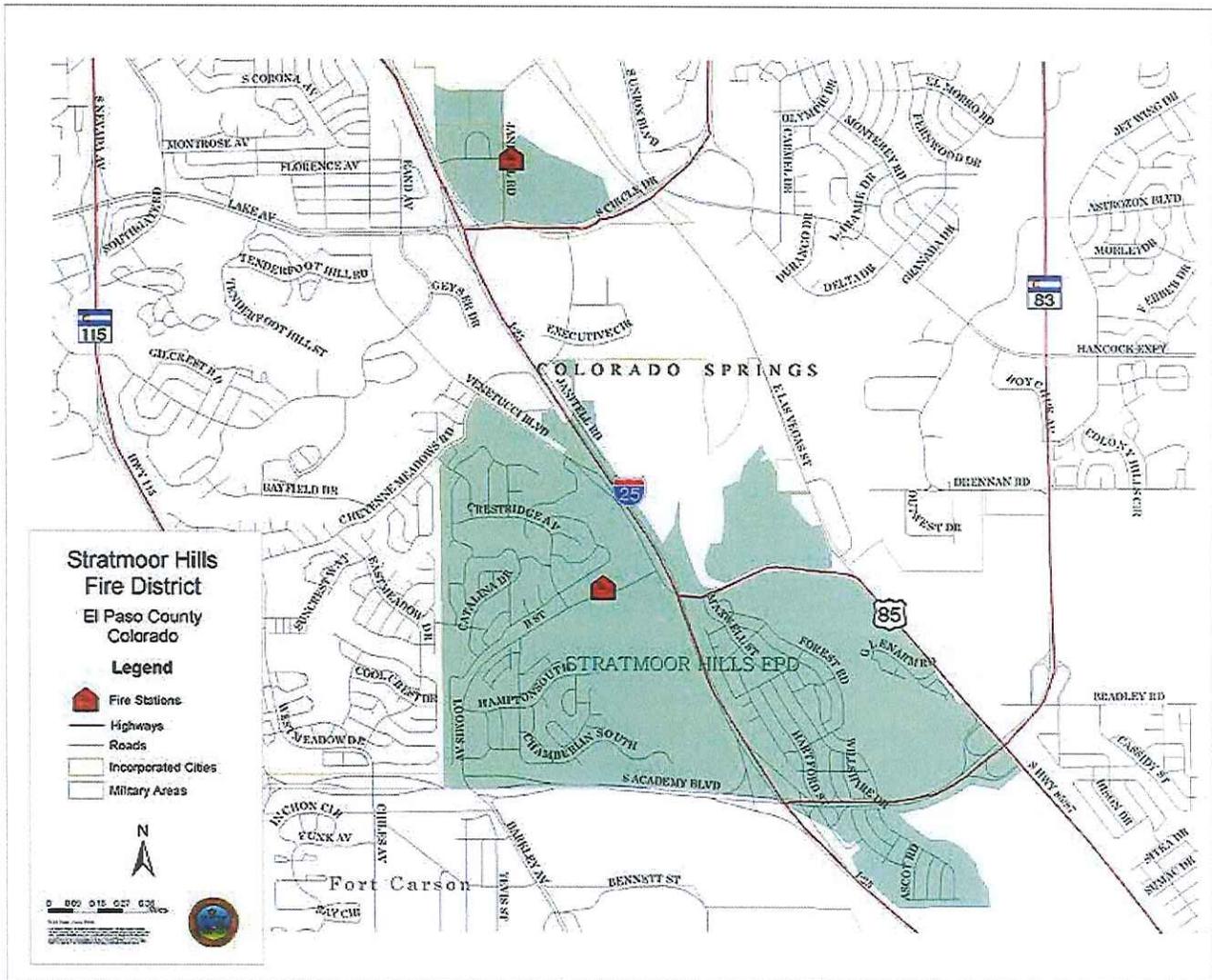
Total Calls	75
Exceptions	16
Percentage	78%



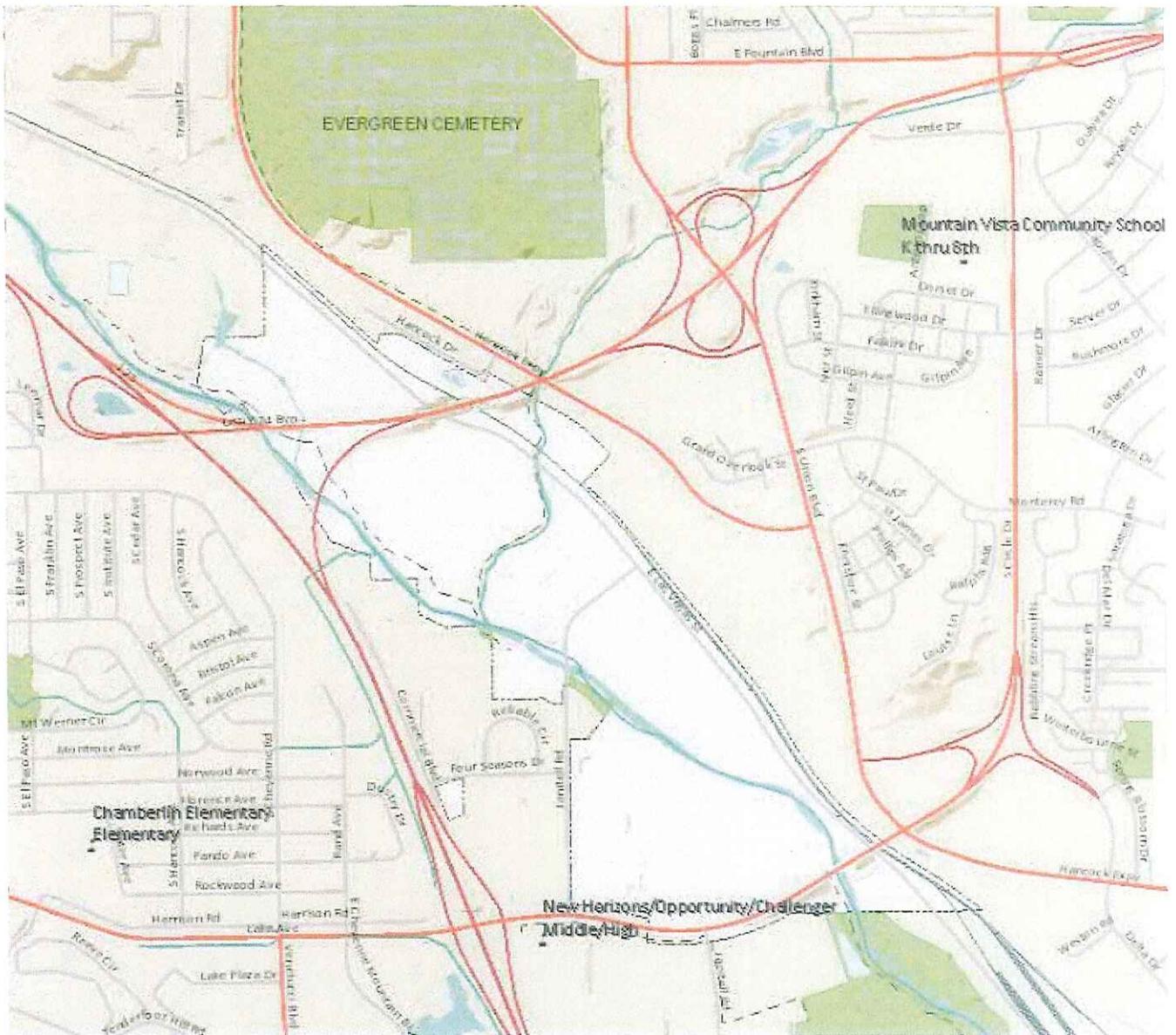
[Home](#) | [Contact Us](#) | [Links](#) | [Agendas & Minutes](#) | [Members/Participants](#) | [Officers](#) | [Documents](#)

Stratmoor Hills Fire Protection District

select station to view more detail
 More information is available at www.shvfd.com



[Home](#) | [Contact Us](#) | [Agendas & Minutes](#) | [Members/Participants](#) | [Officers](#) | [Documents](#)



**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 Bradman 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 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 4/B Fire Rescue Protection District and any area to which the 4/B 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)

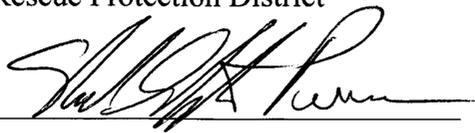


FOR THE EL PASO COUNTY EMERGENCY SERVICES AUTHORITY:

BY: _____ Date: _____
Chair

BY: _____
Secretary

FOR: Broadmor Fire Rescue Protection District

BY: Approved (signature):  Date: 11/12/14

Name (printed): Noel Perran

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 Calhan 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 _____ (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 _____ Fire Rescue Protection District as now existing or as may be hereinafter be included in the _____ Fire Rescue Protection District and any area to which the _____ 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: Calvin Kowlan Date: 10-9-14
Chair

BY: Randy D. Poirer
Secretary

FOR: CALHAN 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 ^{RONALD}~~WESLEY~~ 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 its own ground emergency ambulance emergency service within its jurisdictional boundaries through the _____ Fire Rescue Protection District as now existing or as may be hereinafter be included in the _____ Fire Rescue Protection District and any area to which the _____ 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

DONALD WESCOTT
FOR: _____ Fire Rescue Protection District

BY: Approved (signature): V.P.B. Date: 11-14-2014

Name (printed): VINCENT P. BURNS

Title: FIRE 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 EL PASO COUNTY SEARCH AND RESCUE, INC. (“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 the designated agent for the El Paso County Sheriff and performs the Sheriff’s statutory search and rescue duties in El Paso County. The Agency does not provide a ground ambulance service. The agency will transport patients, typically by litter or other off-highway means, to a location accessible by ground ambulance and transfer the patient at that point.

D. The Agency’s participation in this agreement does not preclude the El Paso County Sheriff’s Office from reaching a separate agreement with the ESA. If the El Paso County Sheriff’s Office enters into a separate agreement with ESA, that agreement will be controlling as it pertains to the provision of ground ambulance service.

E. 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.

F. 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.

G. 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.

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, 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.

| 2. Agency's Obligations:

- A. Agree to be bound and abide by all ESA policies and procedures with regard to the Contract, consistent with the Agency's existing Memorandum of Understanding with the El Paso County Sheriff.
- B. 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.
- 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.

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)

None

FOR THE EL PASO COUNTY EMERGENCY SERVICES AUTHORITY:

BY: _____ Date: _____
Chair

BY: _____
Secretary

FOR: EL PASO COUNTY SEARCH AND RESCUE

BY: Approved (signature):

Larry Dunn

Date: 11/20/14

Name (printed): Larry Dunn _____

Title: Operations Director _____

**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 Falcon 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, 2014 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 emergency ambulance services within its jurisdictional boundaries, either directly or by contracting with a third party. The Agency currently provides ground emergency ambulance services within its jurisdictional boundaries, as now existing, or as may altered in the future by inclusions into or exclusions from the Agency's jurisdictional boundaries, and any area to which Agency is authorized to respond, by contracting with a third party to provide such services. The Parties acknowledge that the Agency has entered into a separate service agreement with American Medical Response of Colorado, Inc., the Contractor named in paragraph B of the Recitals to this Agreement. That agreement, entitled “American Medical Response of Colorado, Inc.—Falcon Fire Protection District Service Agreement,” is dated effective April 1, 2014 (the “FFPD/AMR Service Agreement”). A copy of the FFPD/AMR Service Agreement is attached to this Addendum as Exhibit A.

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, and others who receive ground emergency ambulance serves when visiting or passing through the Agency's jurisdictional boundaries.

F. The Parties agree it is in their mutual interest, and in the interest of 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, and ensure the Contractor is otherwise complying with all terms and conditions of the Contract, at no cost to Agency.
- 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, at no cost to Agency.
- 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, at no cost to Agency.
- 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.

2. Agency's Obligations:

- A. Provide ground emergency ambulance services within the Agency's jurisdictional boundaries, directly or through a third party, as discussed in paragraph C of the Recitals to this Agreement.
- B. Agree to be bound and abide by all ESA policies and procedures with regard to the Contract, except as otherwise set forth in this Agreement.
- 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 ESA may terminate this Agreement upon at least sixty (60) days' written notice to the Agency. The Agency may terminate this Agreement upon at least sixty (60) days' written notice to the ESA. The parties may waive the 60-day written notice requirement upon mutual agreement.
- B. 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 boundaries if Agency terminates this Agreement pursuant to this paragraph 3 (B).

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.
 - A. Nothing in this Agreement shall be deemed or construed to terminate, or require the termination of, the FFPD/AMR Service Agreement. Nor shall the FFPD/AMR Service Agreement be deemed or construed in any manner as a breach of this Agreement.
 - B. Notwithstanding any provisions to the contrary in this Agreement, Agency and Contractor shall be entitled to continue to exercise any and all rights under, receive and provide any and all performance required by, and perform any and all duties under the FFPD/AMR Service Agreement.
 - C. Agency also shall be entitled to renew or enter into new agreements in the future, for services that are substantially the same as those that are the subject of the FFPD/AMR Service Agreement, either with Contractor or with any third party of the Agency's choosing.

FOR THE EL PASO COUNTY EMERGENCY SERVICES AUTHORITY:

BY: _____
Chair

Date: _____

BY: _____
Secretary

Date: _____

FOR THE FALCON FIRE PROTECTION DISTRICT

BY: 
Trent Harwig, Fire Chief

Date: 10-16-2014

EXHIBIT A

FALCON FIRE PROTECTION DISTRICT

7030 Old Meridian Road
Falcon Colorado 80831
Business Number: 719-495-4050
Business Fax: 719-495-3112
www.falconfirepd.org



AMERICAN MEDICAL RESPONSE OF COLORADO, INC. –FALCON FIRE PROTECTION DISTRICT SERVICE AGREEMENT

This SERVICE AGREEMENT ("Agreement"), effective the 1st day of April, 2014, is entered into by and between the Falcon Fire Protection District ("District"), a quasi-municipal corporation and political subdivision of the State of Colorado, 7030 Old Meridian Road, Falcon Colorado 80831, and American Medical Response of Colorado, Inc. ("Contractor"), a Colorado Corporation located at 6200 South Syracuse Way Suite, 200, Greenwood Village, Colorado 80111. The District and the Contractor shall be collectively referred to as the "Parties."

I. Recitals

WHEREAS, in addition to other fire-related services, the District is authorized by the Special District Act, C.R.S. § 32-1-101, *et seq.*, to provide emergency medical transport and emergency medical services (collectively, "Emergency Medical Services") to citizens within or passing through its jurisdiction, and outside its jurisdiction pursuant to mutual or automatic aid agreements with other governmental agencies; and

WHEREAS, on behalf of the District, the Board of Directors is authorized by law to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, Contractor is in the business of providing ambulance and advanced life support services and is ready, willing and able to supply Emergency Medical Services to the District upon a twenty-four (24) hour day, seven (7) day a week basis within the District's jurisdiction.

THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties covenant and agree as follows.

II. Agreement

1. **Contractor's Payment To the District:** On the terms and conditions discussed below, the District shall permit Contractor to use the District Facilities described below to house one Contractor Ambulance and a crew of two.
2. **Service:** The Contractor shall provide adequate and skilled Emergency Medical Services, and shall have one (1) Colorado State Certified Paramedic ("Paramedic"), and one (1) Colorado State Certified Emergency Medical Technician ("EMT") or higher and one (1) fully equipped

non-dedicated transport ambulance based within the District's jurisdiction, on a twenty-four (24) hours a day, seven (7) days a week basis. The ambulance, Paramedic and EMT shall be based at the District's fire station located at 12072 Royal County Down Road, or at such other adequate facility as the District may designate. The Contractor's ambulance shall be an Advanced Life Support (ALS) ambulance, with the configuration of the ambulance mutually agreed upon by the Parties. The ambulance in the District is to be utilized for District responses with a goal of reducing the response times currently required by the County ESA Agreement. Contractor will work with District to establish an ALS response zone with a response time standard of twelve (12) minutes or less for ninety percent (90%) of responses to the agreed upon ALS response zone..

- a. There will be a ninety (90) day pilot program with the goal of achieving a ten (10) minute response to the districts ALS response zone ninety percent (90%) of the time, after which a written correspondence and agreement will establish the response time expectation for the remainder of the Contract.
- b. Contractor will provide District a report quarterly of all ambulance responses within all zones of the District, specific to the District, and as they relate to the response time expectations of this agreement.

In the event that the ambulance is out of District or otherwise unavailable, the Contractor will, when system levels allow, provide back-up coverage in an effort to achieve the new ALS response zone time expectation.

3. **Crews:** Each Contractor crew will consist of no less than one (1) Colorado State Certified Paramedic employed by Contractor and one (1) Colorado State Certified Emergency Medical Technician ("EMT"), employed by the Contractor, and each of whose qualifications, at a minimum, meet the guidelines of the statutes, rules and regulations of the Emergency Medical Services Division of the Colorado Department of Health, as amended, and are acceptable to the Contractor's Medical Director. Prior to the assignment to the ambulance crew, the District will have the opportunity to review and approve or disapprove the proposed Contractor's Paramedic and EMT assignments. The Contractor will, at its sole discretion, provide temporary Paramedic or EMT replacements due to primary crew illness or vacation. Any crew replacement exceeding 30 days will require District review and approval.
4. **Calls:** In consideration for the Contractor providing the Emergency Medical Services, ambulance and personnel set forth in this Agreement, the District agrees that in cases where a request is made to the District for ambulance services within the District's jurisdiction, or where, in the course of the investigative or rescue operations within the District's jurisdiction, ambulance service is found to be needed, such calls will be initially directed to the Contractor, except where in the sole opinion of the District or in the opinion of the person(s) needing service or their family members or representatives, such referral might be detrimental to the interests of the person(s) needing assistance, or where such person(s) refuse service from Contractor, or where helicopter services are needed. The Contractor shall return the ambulance and its crew to the District as soon as possible following response and transport calls to an area hospital.

5. **Billing and Rates:** The Contractor shall bill and keep all fees for Emergency Medical Services provided pursuant to this Agreement. The Contractor shall have control over the rates and charges it imposes for Emergency Medical Services provided pursuant to this Agreement, which Emergency Medical Services shall be charged to and payable by the person(s) to whom the services are rendered or the appropriate third-party payor. Upon request, the Contractor will provide the District with information as to the rates and charges it imposes for Emergency Medical Services provided pursuant to this Agreement. The District shall have the right at any time to terminate this Agreement immediately if the Contractor's rates and charges exceed its usual and customary rates and charges. The Parties will not seek fees or payment from each other for any Emergency Medical Services provided, except as expressly set forth in this Agreement.

6. **Living and Bay Facilities:** During the period this Agreement is in force, one (1) Contractor crew shall be entitled to use a bunk-room, kitchen, day room, bathroom with shower, and the Contractor shall be entitled to use one (1) inside bay with 110 volt shore line outlet for one (1) Contractor ambulance at the District's Fire Station One (collectively, the "facilities"). The Contractor shall be responsible for maintaining the facilities used by its employees and ambulance in a clean and proper manner and condition at all times. The Contractor shall provide bedding and lockers for its crew member(s). The Parties shall mutually agree on matters of joint use and housekeeping. The Contractor's use of the facilities at the District's Fire Station One shall not impede or interfere with the District's operations. The Contractor's members and ambulance shall vacate Fire Station One within ten (10) calendar days following termination of this Agreement for any reason.

7. **Legal Compliance and Legislative Limitations:** In performing the terms of this Agreement, the Parties shall fully comply with all applicable Federal, State and local laws, ordinances, resolutions, operating procedures, and protocols. In addition to the foregoing, the Contractor shall provide evidence on a periodic basis, but in no event less than annually, that the Contractor is licensed to provide all of the services required by this Agreement in El Paso County.

8. **Independent Contractor:** It is understood and agreed by and between the Parties that the status of Contractor shall be that of an independent contractor and of a corporation retained on a contractual basis to perform professional or technical services for limited periods of time and it is not intended, nor shall it be construed, that Contractor, or any of its employees, agents or representatives, are an employee or officer of the District, or for any other purpose whatsoever. Without limiting the foregoing, the Parties hereby specifically acknowledge that CONTRACTOR AND ITS EMPLOYEES AND AGENTS ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY CONTRACTOR OR SOME OTHER ENTITY BESIDES THE DISTRICT, THAT CONTRACTOR AND ITS EMPLOYEES AND AGENTS ARE NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS FROM THE DISTRICT, AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT.

Contractor's Paramedic and EMT on the ambulance will never, under any circumstances, be assigned fire-fighting duties while on scene of a fire, hazmat, or any other scene that would require a State of Colorado firefighter certification. Either the Contractor or the District may remove any ambulance crew member whose behavior, performance, or clinical skills do not meet standards of expectations, policies or procedures of either organization.

9. **Colorado Governmental Immunity Act Not Waived:** This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the District and its directors, officers and employees under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

10. **Contractor's Additional Obligations:** The Contractor shall provide continuing education, certification programs and classes to District employees at no charge that it provides to the community at large.
 - a. Contractor shall pay for and maintain a service agreement on the District's current Physio-Control LifePak 12 during the entire period this Agreement is in force.

11. **Medical Supplies:** The District shall provide the Contractor one medical supply closet at Fire Station One, which shall be locked and only accessible by the District Chief or designee and the Contractor. The medical supplies within the closet shall be maintained by the Contractor and may be used to satisfy the current material and supply re-stocking procedures established by the local Emergency Service Administration ("ESA") Contract awarded to the Contractor.

12. **Term and Termination:** Subject to the following termination provisions, the term of this Agreement shall run from April 1, 2014 through December 31, 2016.
 - a. Either party may terminate this Agreement without cause upon one hundred twenty (120) days written notice to the other party; or,

 - b. The Contractor's performance of this Agreement must be satisfactory to the District in its sole judgment. If the District determines the Contractor is not performing this Agreement in a reasonable, timely and proper manner, the District shall provide written notice of the deficient performance to the Contractor. The Contractor shall have ten (10) days from the date of receipt of the Notice to correct, to the satisfaction of the District, the problems identified in the Notice. If the Contractor fails to correct the problems to the District's satisfaction within the 10-day correction period, this Agreement shall automatically terminate.

- c. The District's performance of this Agreement must be satisfactory to the Contractor in its sole judgment. If the Contractor determines the District is not performing this Agreement in a reasonable, timely and proper manner, the Contractor shall provide written notice of the deficient performance to the District. The District shall have ten (10) days from the date of receipt of the Notice to correct, to the satisfaction of the Contractor, the problems identified in the Notice. If the District fails to correct the problems to the Contractor's satisfaction within the 10-day correction period, this Agreement shall automatically terminate.
13. **No Influence on Referrals:** It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either Party of patients to the other Party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than the specific services described in this Agreement. Any payments specified in this Agreement are consistent with what the Parties reasonably believe to be a fair market value for the services provided.
14. **Assignment:** The Contractor shall not assign, sub-contract or delegate any of its rights and obligations hereunder without the prior written approval of the District.
15. **Notice:** Any notice required or permitted by this Agreement shall be in writing and may be either hand delivered or sent by certified or registered mail, return receipt requested, addressed to the Party to whom it is to be given as follows:

FALCON FIRE PROTECTION DISTRICT

Attn: Fire Chief
7030 Old Meridian Road
Falcon, CO 80831

AMERICAN MEDICAL RESPONSE OF COLORADO, INC.

Attn: General Manager
2370 N. Powers Blvd.
Colorado Springs, CO 80915
Either Party may change its address to which notices are sent by a notice similarly sent.

16. **Records Retention, Privacy, and Inspections:** The Contractor shall maintain all medical records and other documents and information relating to services provided by the Contractor pursuant to this Agreement in compliance with all Federal, State and local laws, rules and ordinances. The District shall have the right upon reasonable advance notice to inspect the records at any time during normal business hours. The Contractor shall cooperate with, and provide all information requested by, the District in the event a complaint regarding the services provided

by the Contractor in the performance of this Agreement. The Contractor shall comply with all applicable Federal, State and local laws and ordinances with respect to the generation, maintenance and destruction of medical records, documents and other information relating to services provided pursuant to this Agreement, including but not limited to the Health Insurance Portability and Accountability Act of 1996, and the Regulations interpreting and implementing the Act promulgated by the Department of Health and Human Services. The Parties shall execute the Business Associate Agreement attached as Exhibit A.

17. **Additional Terms:** Colorado law governs this Agreement. This Agreement supersedes all prior agreements relating to the same subject matter, is the entire agreement between the Parties, and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and permitted assigns. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.
18. **Non-Appropriation.** All financial obligations of the District under this Agreement, including the Contractor's use of the District's Fire Station to house its ambulance and personnel, are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the District's credit or faith, directly or indirectly, to Contractor. In the event the District's governing body fails to appropriate funds for the District's obligations under this Agreement for a calendar year, this Agreement shall terminate immediately upon the expiration of 30 days from the date of non-appropriation as if notice had been provided by the District to the Contractor in accordance with paragraph 16, and the District shall have no further obligation to the Contractor under this Agreement.
19. **Attorneys' Fees, Costs and Expenses:** In any dispute arising from or relating to this Agreement and/or the related Business Associate Agreement, the prevailing party shall be awarded its reasonable attorneys' fees, costs and expenses, including any attorneys' fees, costs and expenses incurred in collecting upon any judgment, order or award.
20. **Compliance.** The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute. No funds shall be used by the District in a manner that may violate the federal Anti-Kickback Statute. The District represents its actual costs to provide the ESA services to Contractor shall be less than or equal to the payments that it receives from Contractor.
21. **Compliance Program and Code of Conduct.** AMR has made available to each party a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed

from time-to-time, at AMR's web site, located at: www.amr.net, and each party acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.

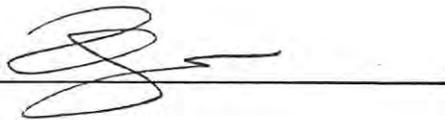
22. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement

American Medical Response of Colorado, Inc.

Falcon Fire Protection District

By: _____



By: _____



Title: _____

General Manager

Title: _____

Fire Chief

Date: _____

4/3/2014

Date: _____

4/3/2014

FALCON FIRE PROTECTION DISTRICT

7030 Old Meridian Road
Falcon Colorado 80831
Business Number: 719-495-4050
Business Fax: 719-495-3112
www.falconfirepd.org



EXHIBIT A

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement"), effective April 1, 2014, is entered into by and between American Medical Response of Colorado, Inc. ("Contractor") and Falcon Fire Protection District, a Colorado quasi-municipal corporation and political subdivision of the State of Colorado ("District"). The District and the Contractor may be collectively referred to hereafter as "Parties," or individually as a "Party".

I. Recitals

WHEREAS, the Parties have entered into a Service Agreement, effective April 1, 2014 (the "Service Agreement");

WHEREAS, during the course of providing Emergency Medical Services (as defined below) pursuant to the Service Agreement, the District constitutes a Business Associate of the Contractor within the meaning of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Privacy and Security Rules promulgated by the U.S. Department of Health and Human Services to interpret and implement HIPAA. Similarly, during the course of providing Emergency Medical Services pursuant to the Service Agreement, the Contractor constitutes a Business Associate of the District within the meaning of HIPAA and the Privacy and Security Rules; and,

WHEREAS, this Agreement supplements the Services Agreement for the purpose of meeting the requirements of HIPAA and the Privacy and Security Rules to protect the privacy and security of Protected Health information and e-PHI (as defined below).

II. Agreement

1. Definitions

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as given those terms in 45 CFR 160.103 and 164.501.

a. "Protected Health Information ("PHI")" means information that is: (i) created or received by a Health Care Provider, Health Plan, employer, or Health Care Clearinghouse; (ii) relates to

the past, present, or future physical or mental health or condition of an individual; the provision of Health Care to an individual; or the past, present, or future Payment for the provision of Health Care to an individual; (iii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

b. "e-PHI" means protected health information that is generated, stored, received, maintained, or transmitted by or through any electronic media by the Business Associate in the performance of the Service Agreement.

c. "Emergency Medical Services" means emergency medical transport (ambulance) and emergency medical services provided by the Contractor and/or the District in the performance of the Service Agreement.

2. Obligations and Activities of Business Associate

a. Business Associate agrees not to use or disclose Protected Health Information or e-PHI other than as permitted or required by this Agreement or as required by law.

b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information and e-PHI other than as provided for by this Agreement.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information or e-PHI by Business Associate in violation of the requirements of this Agreement.

d. Business Associate agrees to report to the other Party any use or disclosure of the Protected Health Information or e-PHI not provided for by this Agreement of which it becomes aware.

e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information or e-PHI received from, or created or received by Business Associate pursuant to the Service Agreement, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. Business Associate agrees to provide access, at the request of the other Party, and in the time and manner designated by the other Party, to Protected Health Information and/or e-PHI in a Designated Record Set, to the other Party or, as directed by the other Party, to an Individual in order to meet the requirements under 45 CFR 164.524.

g. Business Associate agrees to make any amendment(s) to Protected Health Information or e-PHI in a Designated Record Set that the other Party directs or agrees to pursuant to 45 CFR 164.526 at the request of the other Party or an Individual, and in the time and manner designated by the other Party.

h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information and e-PHI, relating to the use and disclosure of Protected Health Information and e-PHI received from, or created or received by Business Associate on behalf of, the other Party pursuant to this Agreement available to the other Party, or to the Secretary, in a time and manner designated by the other Party or the Secretary, for purposes of the Secretary determining the other Party's compliance with the Privacy and Security Rules.

i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the other Party Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

j. Business Associate agrees to provide to the other Party or an Individual, in time and manner designated by the other Party, information collected in accordance with Section 2 (i) of this Agreement, to permit the other Party to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

k. Business Associate agrees to establish and maintain appropriate administrative, physical and technical safeguards that reasonably and appropriately protected the confidentiality, integrity and availability of e-PHI . Business Associate will follow generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of e-PHI ("the Security Rule", published at 45 CFR Parts 160 – 164).

l. Business Associate agrees to ensure than any agent, including a subcontractor, to whom it provides e-PHI agrees to implement reasonable and appropriate safeguards to protect that information.

m. Business Associate agrees to report any security incident of which it becomes aware to the other Party. For purposes of this Agreement, a "security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of e-PHI information or interference with system operations. This does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate.

3. Prohibited Use and Disclosure

The Business Associate agrees not to use or disclose any Protected Health information or e-PHI for any purpose other than a purpose expressly approved by the other Party Covered Entity. The

Business Associate understands that it is not authorized to disclose any Protected health Information or e-PHI to anyone outside the other Party, unless otherwise expressly approved by the other Party.

4. Specific Use and Disclosure Provisions

a. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information or e-PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

b. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information or e-PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information and e-PHI to provide Data Aggregation services to the other Party as permitted by 42 CFR 164.504(e)(2)(i)(B).

d. Business Associate may use Protected Health Information and e-PHI to report violations of law to appropriate Federal and State authorities consistent with § 164.502(j) (1).

5. Obligations of Covered Entity

a. The other Party shall notify the Business Associate of any limitations in its notice of privacy practices of the other Party Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information or e-PHI.

b. The other Party shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information or e-PHI, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information or e-PHI.

c. The other Party shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information or e-PHI that the other Party has agreed to in accordance with 45 CFR 164.522 to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information or e-PHI.

6. **Permissible Requests by the Other Party.**

The other Party shall not request Business Associate to use or disclose Protected Health Information or e-PHI in any manner that would not be permissible under the Privacy or Security Rules if done by the other Party, except in connection with Data Aggregation or management and administrative activities of Business Associate otherwise permitted under this Agreement.

7. **Term and Termination**

a. *Term.* This Agreement shall be effective as of April 1, 2014, and shall terminate only upon termination of the Service Agreement.

b. *Termination for Cause.* Upon the other Party's knowledge of a material breach by the Business Associate, the other Party shall provide an opportunity for Business Associate to cure the breach or end the violation. The other Party may terminate this Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by the other Party. If Business Associate has breached a material term of this Agreement and cure is not possible, the other Party may immediately terminate this Agreement and the Service Agreement.

8. **Effect of Termination**

a. Except as provided in paragraph (b) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information and e-PHI received from the other Party, or created or received by Business Associate on behalf of the other Party. This provision shall apply to Protected Health Information and e-PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information and e-PHI.

b. In the event that Business Associate determines that returning or destroying the Protected Health Information and e-PHI is not feasible, Business Associate shall provide to the other Party notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information and/or e-PHI is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and/or e-PHI and limit further uses and disclosures of such Protected Health Information and/or e-PHI to those purposes that make the return or destruction, for so long as Business Associate maintains such Protected Health Information and/or e-PHI.

9. **Miscellaneous**

a. *Regulatory References.* A reference in this Agreement to a section in the Privacy or Security Rules means the section as in effect or as amended.

b. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the other Party and the Business Associate to comply with the requirements of the Privacy and Security Rules and HIPAA.

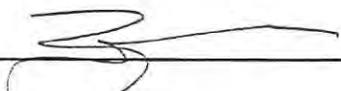
c. *Survival.* The respective rights and obligations of Business Associate under Section 8 of this Agreement shall survive the termination of this Agreement.

d. *Additional Terms.* This Agreement supersedes all prior agreements relating to the same subject matter, is the entire agreement between the Parties, and there are no oral or collateral agreements or understandings. This Agreement may only be amended by a document signed by the Parties. If any provision is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and permitted assigns. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. This Agreement may be executed in several counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

e. *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that the Parties to comply with the Privacy and Security Rules and HIPAA.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

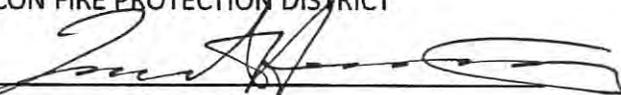
AMERICAN MEDICAL RESPONSE OF COLORADO, INC.

By:  _____

Name: Ted Sayer

Title: General Manager

FALCON FIRE PROTECTION DISTRICT

By:  _____

Name: TRENT HARWIG

Title: Fire 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 Palmer Lake Volunteer Fire Department Fire Rescue Protection District ("Agency") (individually, a "Party" and collectively, the "Parties").

*Palmer Lake Volunteer
Fire Department
ARA PLVFD*

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 Town of Palmer Lake, 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 its own ground emergency ambulance emergency service within its jurisdictional boundaries through the _____ Fire Rescue Protection District as now existing or as may be hereinafter be included in the _____ Fire Rescue Protection District and any area to which the _____ 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: Palmer Lake Volunteer Fire Department
Fire Rescue Protection District

BY: Approved (signature): Nikki McDonald Date: 11-25-14

Name (printed): NIKKI McDonald

Title: major

**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 SH 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 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)

Stratmoor Hills Fire Department

2160 B Street

Colorado Springs, CO 80906

Email: mail@shvfd.com

FOR THE

~~SERVICES AUTHORITY~~

BY: *Suzanne M. Cooper*
Chair

Date: 19 Nov 2014

BY: *Paul C. Ryan*
Secretary

FOR: _____ Fire Rescue Protection District

BY: Approved (signature): _____

Date: _____

Name (printed): _____

Title: _____

FOR THE EL PASO COUNTY EMERGENCY SERVICES AUTHORITY:

BY: _____ Date: _____
Chair

BY: _____
Secretary

**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 Tri-Lakes Monument 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 its own ground emergency ambulance emergency service within its jurisdictional boundaries through the Tri-Lakes Monument Fire Protection District as now existing or as may be hereinafter be included in the _____ Fire Rescue Protection District and any area to which the _____ 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: TRI-LAKES
MONUMENT Fire Rescue Protection District

BY: Approved (signature): CTruty Date: 11/26/14

Name (printed): CHRIS TRUTY

Title: FIRE CHIEF



Board of Directors

Commissioner Sallie Clark, Chair
 Chief Carl Tatum, Vice-Chair
 Jeffery S. Force, Secretary
 T. Wayne Florek, Treasurer
 Julie Kiley, M.D.
 Timothy Hurtado, D.O.
 William Normile
 Chief Steve Murphy

Commissioner Peggy Littleton (Alternate)
 Mayor Keith McCafferty
 Mayor Blair Bartling (Alternate)
 Councilmember Sam Gieck
 Lieutenant Mike Skeldum (Alternate)
 Chief Matt Love
 Chief Jeremy Gardner

TO: ESA Board
FROM: Caroline Sasaki, Business Administrator
DATE: December 3, 2014
RE: Fire District IGA Status

As of December 3, 2014, we have not received any response from six fire districts: Crystal Park, Edison, Ellicott, Peyton, Simla, and Tri-County.

ESA / Fire District IGA Status as of 12/03/2014		
Agency	Presented to ESA Board	Signed by ESA Board
Broadmoor Fire Department	12/3/2014	Pending Approval
Calhan Fire Protection District	12/3/2014	Pending Approval
Cascade Fire Department	11/5/2014	11/5/2014
Cimarron Hills Fire Department	9/3/2014	9/3/2014
Colorado Centre Fire Department	9/3/2014	9/3/2014
Crystal Park Volunteer Fire Dept		
Edison Volunteer Fire Department		
Ellicott Fire Protection District		
El Paso County Search & Rescue	12/3/2014	Pending Approval
Falcon Fire Protection District	12/3/2014	Pending Approval
Green Mountain Falls/Chipita Park Fire Dept	9/3/2014	9/3/2014
Hanover Fire Protection District	10/1/2014	11/5/2014
Palmer Lake Volunteer Fire Department	12/3/2014	Pending Approval
Peyton Fire Protection District		
Security Fire Protection District	11/5/2014	11/5/2014
Simla Fire Department (Big Sandy FPD)		
Southwest Hwy 115 Fire Protection District	10/1/2014	11/5/2014
Stratmoor Hills Fire Dept	12/3/2014	Pending Approval
Tri-County Volunteer Fire Department		
Tri-Lakes Fire Protection District	12/3/2014	Pending Approval
Wescott Fire Department	12/3/2014	Pending Approval



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	July 1, 2015
February 4, 2015	August 5, 2015
March 4, 2015	September 2, 2015
April 1, 2015	October 7, 2015
May 6, 2015	November 4, 2015
June 3, 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	July 29, 2015
February 25, 2015	August 26, 2015
March 25, 2015	September 30, 2015
April 29, 2015	October 28, 2015
May 27, 2015	November 18, 2015 (date change due to holiday)
June 24, 2015	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

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

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