



Board of Directors

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Councilmember Randy Purvis
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EL PASO COUNTY EMERGENCY SERVICES AGENCY BOARD MEETING AGENDA

Wednesday, March 3, 2010 – 2:00 p.m.

Pikes Peak Regional Development Center

2880 International Circle, 2nd Floor Hearing Room, Colorado Springs, CO 80910

Call to Order – Determination of a quorum

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

1. **CHANGES TO AGENDA/POSTPONEMENTS**
2. **PUBLIC COMMENT**
3. **APPROVAL OF THE MINUTES OF FEBRUARY 3, 2010**
4. **REGULAR BUSINESS**
 - A. Committee Reports
 - Compliance Committee (Chair Jim Reid)
 - B. AMR Community Relations Report for February 2010 (Tawnya Silloway)
 - C. Treasurer's Report for February 2010 (Chair Reid)
5. **NEW BUSINESS**
 - A. Grant Amendment (#0904-02) (Eileen Gonzalez)
 - B. Participating Agency Agreements (Jane Fredman/Eileen Gonzalez)
 - C. Transfer of ESA Funding from City of Colorado Springs to El Paso County (Chair Reid)
 - D. Ambulance Equipment Requirement for 2010 (Dr. Sharon)
 - E. Election of Vice-Chair and Treasurer (Chair Reid)
 - F. Appointment of Compliance Committee Member (Chair Reid)

G. Board Member/Staff Comments

6. EXECUTIVE SESSION REQUESTS

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 If consent to the executive session is not given, the item may be discussed in open session or withdrawn from consideration.

7. ADJOURNMENT

PACKETS ARE SENT VIA E-MAIL TO EXPEDITE INFORMATION

Pursuant to the Colorado Open Meetings Law, CRS §24-6-401, et Seq. and ARTICLE TWO Section 2.9 B of THE EL PASO COUNTY EMERGENCY SERVICES AGENCY Agreement, this agenda was posted at the City Clerk's Office, located at 30 S. Nevada, Colorado Springs, Colorado and the El Paso County Administration Building, located at 27 E. Vermijo, Colorado Springs, Colorado on or before March 1, 2010. Please call Eileen Gonzalez at 520-7654 or email her at egonzalez@springsgov.com if you wish to submit your name and e-mail address to receive notice of future meetings.

SCHEDULE OF UPCOMING COMMITTEE MEETINGS			
DATE	MEETING	TIME	LOCATION
March 31, 2010	Grant Committee	12:00 noon	ESA offices, 2880 International Circle, Suite 110
March 31, 2010	Agenda Planning	12:30 PM	ESA offices, 2880 International Circle, Suite 110
March 31, 2010	Contract Compliance Committee	12:30 PM	ESA offices, 2880 International Circle, Suite 110
April 7, 2010	ESA Board Meeting	2:00 PM	2880 International Circle, 2nd Floor Hearing Room

ESA February Board Meeting

MINUTES

FEBRUARY 3, 2010 2:00 P.M.

PIKES PEAK REGIONAL BUILDING
DEPARTMENT, 2880 INTERNATIONAL
CIRCLE, COLORADO SPRINGS

FACILITATOR	Jim Reid
NOTE TAKER	Eileen Gonzalez
ATTENDEES	Commissioner Sallie Clark, T. Wayne Florek, Jane Fredman, Dr. Marilyn Gifford, Mayor Jeri Howells, William D. McAllister, Dan Molner, Councilman Randy Purvis, Chair Jim Reid, Dr. Jack Sharon, Chief Carl Tatum, Mark Watkins
ABSENT	

Agenda topics

1. CHANGES TO AGENDA/POSTPONEMENTS

DISCUSSION
None.

2. PUBLIC COMMENT

DISCUSSION
None.

3. APPROVAL OF THE MINUTES OF JANUARY 6, 2010

DISCUSSION	
None.	
MOTION	PERSON RESPONSIBLE
Motion to accept the minutes of the January 6, 2010 meeting.	William T. McAllister
Second	Chief Tatum
Approved	Unanimous

4.A. AGREEMENT COMPLIANCE REPORT FOR NOVEMBER & DECEMBER 2009

DISCUSSION
<p>Eileen Gonzalez presented the agreement compliance report for November & December 2009. She noted that there was once incidence of contractor Level 0 in November and three in December. The recommended assessments are \$2,185 for November 2009 and \$6,427 for December 2009, for a total of \$8,612. She also outlined the scheduled assessment increases that will go into effect with January 1, 2010 response time data. There were 28 calls that exceeded the maximum response time for the zone in November 2009, and 43 in December 2009. The contractor exceeded the 90% response standard for the Urban, Suburban and Rural zones during both months, and exceeded the 92% systemwide response standard for both months.</p> <p>The contractor referred 7 calls to other approved responders in November 2009, one of which exceeded the maximum response time for the zone, but was exempt from response time standards because of severe weather at the time. The contractor referred 13 calls in December, none of which exceeded the response time for the zone. All of these calls were referred to Black Forest Fire/Rescue. The contractor requested that 39 calls be exempted from the data to determine compliance with performance standards for November 2009, and 197 calls for November 2009, 176 of which were due to severe weather during three separate weather events. She noted that the contractor had originally requested the exemption of all calls during a six-day period from December 6 through December 12, which both she and the Compliance Committee felt was excessive. After discussions with the contractor, she recommended that the ESA exempt calls during the first four days of this weather event, which was the period of time that the roads remained snowpacked and icy and the temperatures remained very cold.</p>

MOTION	PERSON RESPONSIBLE
Motion to approve the assessments as presented in the November & December 2009 agreement compliance report.	Commissioner Clark
Second	Dr. Gifford
Approved	Unanimous

4.B. COMMITTEE REPORTS

DISCUSSION
<p>Medical Control Committee – Dr. Sharon reported that the MCC met prior to this meeting; there were several RSI cases since the last meeting and Dr. Ross and Dr. Gifford will review those reports and discuss at the next MCC meeting. The MCC reviewed two complaints, both of which were resolved appropriately. Dr. Sharon and Dr. Gifford will talk to the final candidate for the paramedic at large vacancy and make a recommendation at the next meeting. Glenn Conklin described new equipment (vacuum splints and combat tourniquets) that the ESA will consider requiring AMR to add to its ambulances at its March meeting.</p> <p>Compliance Committee – Chair Jim Reid reported that the Compliance Committee met on January 27 and reviewed and closed two new complaints. The committee also discussed the issues of weather exemptions and public safety standby, and will be setting up some working meetings in February to discuss these issues. Ted Sayer described an approach he and Eileen will explore further for discussion with the Compliance Committee and the ESA Board, involving a switch to a “level of effort” model during weather events.</p>

4.C. AMR COMMUNITY RELATIONS REPORT

DISCUSSION
<p>Tawnya Silloway reported on AMR’s community relations activities for January 2010, including the Tents for Haiti drive. She announced the National EMS Memorial bicycle ride on June 11, registration information for which will be available soon on muddyangels.org. The next swearing in ceremony will occur on February 11 at 4PM at City Hall. Ted Sayer provided the Board with an update on the Public Access AED program.</p>

4.D. TREASURER’S REPORT – JANUARY 2010

DISCUSSION	
<p>Treasurer William McAllister presented the Treasurer’s report for January 2010. Expenses for January included regular salary and benefits for January, office supplies, and first quarter rent for office space. Bondi’s audit is scheduled for mid-March. Chair Reid updated the Board on the progress of the fiscal move from the City to the County.</p>	
MOTION	PERSON RESPONSIBLE
Motion to accept the January 2010 Treasurer’s report.	Chief Martinez
Second	Commissioner Clark
Approved	Unanimous

5.A. FOURTH QUARTER 2009 GRANT AWARDS PRESENTATION

DISCUSSION
<p>Chair Reid presented grant certificates to representatives of Hanover Fire Protection District & El Paso County Sheriff’s Office SWAT Team.</p>

5.B. PARTICIPATING AGENCY AGREEMENTS

DISCUSSION
<p>Eileen Gonzalez reported that Colorado Centre Metropolitan District had approved an unamended agreement, but had not returned it to the ESA yet. Black Forest Fire Rescue Protection District has submitted an agreement for review, and it should be finalized and presented next month.</p>

5.C. RESPONSE AGREEMENT – BLACK FOREST FIRE/RESCUE PROTECTION DISTRICT

DISCUSSION
Ted Sayer reported that BFFRPD had signed an unamended response agreement.

5.D. BOARD MEMBER/STAFF COMMENTS

DISCUSSION
Chief Rick Martinez announced that this would be his last ESA meeting, and that Battalion Chief Tommy Smith would be taking his place as the CSFD representative on the ESA. Chair Reid announced that Imad Karaki has assigned Bob Demetry to the ESA staff position formerly held by Angela Mata Whitney.

7. MEETING ADJOURNMENT

MOTION	PERSON RESPONSIBLE
Motion to Adjourn	Dr. Gifford
Second	Commissioner Clark
Approved	Unanimous

MEETING ADJOURNED AT 2:49 p.m.



Community Relations Report Activities from February 2010

The Colorado Springs Honor Guard was chosen “Best Dressed Honor Guard, Division 1A, in the Lighthouse Uniforms “1st EVER EMS 'Dressed for Success' Team Competition”

Donated Special Events/Community Education

- Ambulance tours, Rudy Elementary
- Family night, Monterey Elementary
- Penrose Pamper Your Heart Event
- Care Managers Huddle and Lunch, Memorial Hospital
- Career Fair, Wasson High School
- Peterson AFB Disaster Drill

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



35 Tedwall Court
Greer SC 29650
 Toll Free: (888) 689-6277
 Phone: (864) 675-9800
 Fax: (864) 675-9880

NORTH AMERICAN RESCUE
 www.NARescue.com • 888.689.6277

Quote	Q7680
Date	2/18/2010
Entered By	kcrumpton
RFQ #	KRAMER

QUOTE

Bill To: P1374

EL PASO COUNTY SHERIFF'S OFFICE

 101 W COSTILLA ST

Ship To:

EL PASO COUNTY SHERIFF'S OFFICE
 PO # KRAMER (719) 520-7024
 CHRIS GONZALEZ
 101 W COSTILLA ST
 COLORADO SPRINGS CO 80903-3813

Contact Name		Contact Phone	Shipping Method	FOB Type	Payment Terms	Quote Exp Date	Master No.	
JEFF KRAMER		719-520-7024	970-BESTWAY	ORIGIN	NET 30	3/20/2010	63,274	
Quantity	Item #	Description	UOM	Weight	Ext. Wght.	Discount	Unit Price	Ext. Price
25	80-0117	KIT, OPERATOR BLS/IFAK - BLK	EA	2.00	50.00	\$0.00	\$88.75	\$2,218.75
4	80-0121	KIT, HIGH RISK WARRANT CASUALTY - BLK	EA	5.00	20.00	\$0.00	\$251.38	\$1,005.52

This \$75 shipping charge was not included on the quote submitted with the grant application for grant #0904-02, which the ESA approved at its January meeting. Requires ESA approval to spend the additional \$75 over the amount that was approved.

PRICING QUOTED FOB ORIGIN.
 THANK YOU FOR YOUR INQUIRY!
 KALA CRUMPTON

Tax ID #: 27-1024029
Duns #: 832426782
Cage Code: 06ST7

Subtotal	\$3,224.27
Misc	\$0.00
Tax	\$0.00
Freight Estimate	\$75.00
Trade Discount	\$0.00
Total	\$3,299.27

INTERGOVERNMENTAL AGREEMENT FOR GROUND EMERGENCY AMBULANCE SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and between the EL PASO COUNTY EMERGENCY SERVICES AGENCY ("ESA") and the Black Forest 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 Agency* dated October 12, 1995 and restated in its entirety on July 12, 2006 (the "City/County IGA"), the City of Colorado Springs and El Paso County, State of Colorado 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 the City of Colorado Springs, unincorporated El Paso County and participating municipalities and special districts.

B. El Paso County Board of Commissioners Resolution No. 98-403, Ambulance-5, recorded on September 30, 1998 at Reception No. 098140706, records of El Paso County, Colorado, sets forth the *Rules and Regulations Concerning Ambulance Service for El Paso County* ("County Ambulance Rules and Regulations"). The County Ambulance Rules and Regulations define "Exclusive Area" as a single exclusive operating zone servicing the City of Colorado Springs, unincorporated El Paso County, and the municipalities and fire protection districts that have signed intergovernmental agreement(s) to participate.

C. Effective January 1, 2009, the ESA has entered into an agreement with AMR of Colorado, Inc., a Delaware corporation (the "Contractor"), for the exclusive provision of ground emergency ambulance services in the Exclusive Area (the "Contract").

D. 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. ~~Notwithstanding such power and authority, the Agency desires to enter into this Agreement with the ESA and be subject to and its territory included within the Exclusive Area.~~ The Agency is providing its own ground emergency ambulance service within its jurisdictional boundaries through the Black Forest Fire Rescue Protection District as now exists or as may be hereinafter annexed to the Black Forest Fire Rescue Protection District and any area to which the Black Forest Fire Rescue Protection District is authorized to respond.

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 for the Exclusive Area, ~~including and 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, and to confirm that the Agency's jurisdictional boundaries are ~~within~~ 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, ~~including within the Agency's jurisdictional boundaries, and for the~~ oversee the mutual response agreement between Agency and Contractor to, and ensure the Contractor is otherwise ~~comply~~ 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 City/County IGA, including without limitation, annual approval of the ESA budget by the City of Colorado Springs and El Paso County, 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.
- ~~E)F)~~ Recognize that Agency is providing primary ground emergency ambulance services within its jurisdictional boundaries.

2. Agency's Obligations:

- A) ~~Authorize the Agency's~~ Provide ground emergency ambulance services within the Agency's jurisdictional boundaries ~~to be included within the Exclusive Area served by Contractor until and unless terminated in accordance with this Agreement.~~
- 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 ~~provide~~ 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 ~~exclude its jurisdiction from the Exclusive Area. The notice of termination shall include certification that as of the date of termination, the Agency shall be in all respects in compliance with the County Ambulance Rules and Regulations. As of the effective date of termination (in compliance with this Section 3)~~ terminate its own ground emergency ambulance services.

~~Agency acknowledges that the ESA could be held in breach of the Contract and suffer damages such as, without limitation, increased ambulance service rates that would have to be passed on to citizens within the Exclusive Area due to Agency's failure to timely provide notice under this Section 3. Accordingly, if Agency fails to provide timely notice in accordance with this Section 3, Agency shall pay the ESA, within thirty (30) days of written demand, all of the ESA's out-of-pocket costs, including reasonable attorney fees, incurred because of Agency's failure to give timely notice.~~

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 ~~ESA parties~~ may waive the 60-day written notice requirement ~~if it is shown that the Agency is in compliance with all applicable state and local laws and ordinances as of the date of termination.~~ 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 ~~be~~ 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 AGENCY:

BY: _____ Date: _____
Chair

BY: _____
Secretary

FOR: _____ Black Forest Fire Rescue Protection District
~~Agency Name~~

BY: Approved (signature): _____ Date: _____

Name (printed): _____

Title: _____

~~Approved as to form by the ESA Board on July 1, 2009.~~

INTERGOVERNMENTAL AGREEMENT FOR GROUND EMERGENCY AMBULANCE SERVICES

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B. El Paso County Board of Commissioners Resolution No. 98-403, Ambulance-5, recorded on September 30, 1998 at Reception No. 098140706, records of El Paso County, Colorado, sets forth the *Rules and Regulations Concerning Ambulance Service for El Paso County* ("County Ambulance Rules and Regulations"). The County Ambulance Rules and Regulations define "Exclusive Area" as a single exclusive operating zone servicing the City of Colorado Springs, unincorporated El Paso County, and the municipalities and fire protection districts that have signed intergovernmental agreement(s) to participate.

C. Effective January 1, 2009, the ESA has entered into an agreement with AMR of Colorado, Inc., a Delaware corporation (the "Contractor"), for the exclusive provision of ground emergency ambulance services in the Exclusive Area (the "Contract").

D. 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 service within its jurisdictional boundaries through the Black Forest Fire Rescue Protection District as now exists or as may be hereinafter annexed to the Black Forest Fire Rescue Protection District and any area to which the Black Forest Fire Rescue Protection District is authorized to respond.

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 for the Exclusive Area, and 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, 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 City/County IGA, including without limitation, annual approval of the ESA budget by the City of Colorado Springs and El Paso County, 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 AGENCY:

BY: _____ Date: _____
Chair

BY: _____
Secretary

FOR: Black Forest Fire Rescue Protection District

BY: Approved (signature): _____ Date: _____

Name (printed): _____

Title: _____



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 Commissioner Sallie Clark
 (Alternate) Commissioner Dennis Hisey

MEMORANDUM

TO: Curt DeCapite

FROM: Jim Reid, Chair, El Paso County Emergency Services Agency (ESA)

DATE: February 5, 2010

RE: Fiscal transfer of ESA funds from City of Colorado Springs to El Paso County

Following are the items to which we have thus far agreed relating to the pending transfer of fiscal responsibility for the El Paso County Emergency Services Agency:

- Transfer of fiscal responsibility for the ESA from the City to the County will occur as City and County staff complete preparations for the move;
- the ESA Business Administrator will remain on City's payroll until December 31, 2010, or until removed prior to December 31, 2010 by the ESA;
- the ESA Business Administrator will be subject to any and all furloughs, salary reductions, vacation accrual reductions, or other cost-saving measures to which other City employees are subject during 2010; and
- The City will retain one month of the full payroll costs of the ESA Business Administrator and will invoice the ESA on a monthly or per-pay-period basis for reimbursement of the full payroll costs of the ESA Business Administrator. Please provide us with details of the logistics of this arrangement as soon as possible so that we may make appropriate arrangements to pay in a timely manner.

Please let me know at your earliest convenience if these terms are acceptable to the City of Colorado Springs. The ESA's next regular meeting is scheduled for March 3; I will present these terms to the Board of Directors and, if they approve, will advise you so that they may be scheduled for City Council's review and approval, if necessary.

Please contact me at 492-7353 or jimreid@elpasoco.com if you have any questions or need additional information.

Cc: Eileen Gonzalez, ESA Business Administrator

<p>P.O. Box 1575, MC 1370, Colorado Springs, CO 80901-1575 2880 International Circle, Colorado Springs, CO 80910 (719) 520-7654</p>	<p>www.esaboard.org</p>
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Board of Directors

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 Commissioner Sallie Clark
 (Alternate) Commissioner Dennis Hisey

MEMORANDUM

TO: ESA Board of Directors

FROM: Dr. Jack Sharon, Chair, Medical Control Committee

DATE: March 3, 2010

RE: Additional Ambulance Equipment for 2010

Pursuant to Section 12 of the Ground Emergency Ambulance Contract Between El Paso County Emergency Services Agency and American Medical Response of Colorado, Inc., the Medical Control Committee hereby recommends that the ESA require its Contractor, AMR, to purchase and equip its ambulances with the following equipment beginning not later than ninety (90) days from today:

1. 100 semi-disposable vacuum splint equipment kits containing at least the following:
 - four splints, as follows:
 - one (1) small (at least 19.5" x 13" x 1")
 - one (1) medium (at least 27.5" x 20" x 1")
 - two (2) large (at least 40" x 30" x 1"); and
 - one (1) pump for deflation of splint units.
2. One (1) combat application tourniquet per ambulance – lightweight one-handed tourniquet including a self-adhering band, friction buckle, and one-handed windlass system.

The cost of each vacuum splint kit as described is estimated to be approximately \$275, and the cost of each tourniquet is approximately \$35. The cumulative cost of this equipment will not exceed the \$5,000 per ambulance authorized by the contract in 2010.