

Approved by the BOCC-appointed Central Mountains RETAC members: _____, 2021

SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT

AMONG

CHAFFEE COUNTY, COLORADO

AND

EAGLE COUNTY, COLORADO

AND

LAKE COUNTY, COLORADO

AND

PARK COUNTY, COLORADO

AND

PITKIN COUNTY, COLORADO

AND

SUMMIT COUNTY, COLORADO

THIS SECOND AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2021, by and among the Board of County Commissioners of the County of Chaffee, Colorado (hereinafter “Chaffee”), Board of County Commissioners of the County of Eagle, Colorado (hereinafter “Eagle”), Board of County Commissioners of the County of Lake, Colorado (hereinafter “Lake”), Board of County Commissioners of the County of Park, Colorado (hereinafter “Park”), Board of County Commissioners of the County of Pitkin, Colorado (hereinafter “Pitkin”), and the Board of Commissioners of the County of Summit, Colorado (hereinafter “Summit”), sometimes referred to herein as the “County” or “Counties” as the case may be.

WHEREAS, pursuant to the provisions of Section 18 of Article XIV of the Colorado Constitution and Section 29-1-203, C.R.S., as amended Chaffee, Eagle, Lake, Park, Pitkin, and Summit may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each County; and

WHEREAS, the General Assembly of the State of Colorado revised the Colorado Trauma Care System Act, Section 25-3.5-701, et seq., C.R.S. (hereinafter “Act”); and

WHEREAS, the Act mandated that multicounty Regional Emergency Medical and Trauma Advisory Councils (hereinafter “RETAC”s) be created, which are to be comprised of no fewer than five counties or with the governing body of a city and county, for the purpose of providing recommendations concerning regional area emergency medical and trauma service plans in compliance with the requirements of the Act; and

WHEREAS, the Counties created the RETAC, known as the Central Mountains RETAC (“CM RETAC”), on July 1, 2000 through an Intergovernmental Agreement (“Original IGA”) and amended such agreement on September 6, 2003 (“First Amended IGA”); and

WHEREAS, the Counties recognize that appropriate care for those persons experiencing a medical emergency or traumatic injury is immediately necessary and that much of the infrastructure and cooperative spirit needed to create such a multicounty organization including shared resources, equipment, and facilities that provide trauma service already exists; and

WHEREAS, the Counties support the legislative directive and will extend their best efforts to implement the legislative directive consistent with the funding appropriated by the State of Colorado, or other sources designated for this purpose; and

WHEREAS, the Counties desire to update the Original IGA as amended by the First Amended IGA with this Second Amended and Restated Intergovernmental Agreement (“Amended and Restated IGA”); thus, superseding all previous agreements.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations herein set forth, the Counties agree as follows:

1. Having dissolved their respective Area Trauma Advisory Councils, the Counties established the CM RETAC on July 1, 2000 to recommend a regional emergency medical and trauma system plan for the Counties and satisfy any other regulatory of statutory requirements and obligations of the Counties pursuant to the Emergency Medical Services Act, § 25-3.5-101 et seq., C.R.S. and the Act, or as expressly delegated by the Counties.

2. The CM RETAC does and shall equitably represent the interests of Chaffee, Eagle, Lake, Park, Pitkin and Summit Counties.

3. In accordance with 25-3.5-701, et seq., C.R.S. and the desires of the participating Counties, the CM RETAC membership is comprised of eighteen (18) voting members, three (3) per each County’s appointment. In cooperation with the Counties, the CM RETAC shall strive to include the following types of professions within its voting membership:

Voting members should include:

- Emergency Medical Technicians
- Trauma Surgeons
- Emergency Department Physicians
- Healthcare Facility Administrators
- Trauma Nurse Coordinators
- Local Government Representatives
- Emergency Medical Service Physician Advisors
- Ski Patrollers
- First Responders
- Primary Care Providers

No exact distribution of professions among voting members is required and the CM RETAC shall also invite and encourage the people from key resource facilities to participate as non-voting members. Existing members from the local Emergency Medical Services (“EMS”) and Trauma Councils shall obtain input from health care facilities and EMS providers within the area served by the CM RETAC to solicit nominations and make a recommendation concerning the necessary appointments to their Board of County Commissioners (“BOCC”) prior to April 1st of each year. After a vote in the affirmative by a majority of members at any official business meetings, the BOCC of each County will forward a slate of approved candidates to the CM RETAC prior to May 30th of each year.

The BOCC for each participating County shall approve, under a separate county resolution according to the policies and procedures specific to each County, each member by position, in order to serve as an official member of the CM RETAC.

CM RETAC members shall serve at the pleasure of their appointing County and the appointing County may remove or replace its appointees at will. Each County shall notify the CM RETAC in writing of appointments, removals and resignations. Each County shall appoint a new representative within thirty (30) days following a removal or notice of resignation. The Counties are encouraged to consider the diversity of interests in the community and coordinate their appointments to maximize the breadth and depth of representation on the CM RETAC. Additional representatives from other counties petitioning to join the CM RETAC may only be added with the unanimous consent of the Counties.

4. The CM RETAC has adopted its own Bylaws as is necessary for the conduct of the CM RETAC (the "Bylaws") and the Bylaws have been approved by the Counties. To the extent that there is any conflict between this Agreement and the Bylaws, the Bylaws shall control.

5. The CM RETAC members shall elect a Board of Directors consisting six (6) directors, one director from each participating County (the "CM RETAC Board"), in accordance with the Bylaws of the CM RETAC, as amended from time to time. The Board of Directors shall in turn elect a Chairperson (or president), Vice Chairperson (or vice president) and a Secretary/Treasurer in accordance with the Bylaws.

6. All meetings of the CM RETAC Members and the Board, and any subcommittee meetings, where business is discussed, or at which formal action may be taken shall be open to the public and subject to the Colorado Open Meetings Law § 24-6-401, et seq., C.R.S. Notices of all regular and special meetings shall include an agenda and shall be posted in a designated public place at least twenty-four (24) hours in advance (minimum one business day) of the commencement of the meeting. The frequency of meetings shall be as set forth in the Bylaws. Quorum and voting requirements for Member and Board meetings shall be as set forth in the Bylaws, as amended from time to time.

7. The CM RETAC is limited in its spending authority to the annual total budget approved by the CM RETAC. Annual expenditures shall not exceed revenues, including any reserve funds, as approved by the CM RETAC. The CM RETAC shall adhere to generally accepted accounting principles and Colorado law. The CM RETAC shall not have the authority to create or incur any fiscal obligation on behalf or with respect to the Counties, without the Counties' written consent.

The Counties understand that the fifteen thousand dollars (\$15,000.00) per County, or other amounts appropriated by the State of Colorado, shall be distributed to the CM RETAC by the State of Colorado pursuant to § 25-3.5-603(3)(b)(I) C.R.S. In the event that the Counties offer financial support for the CM RETAC, the CM RETAC shall notify the Counties of the anticipated contribution for the next year including any proposed changes in the level of service by February 15, of each year. The Counties understand that any financial support that they provide to the CM RETAC shall be accepted solely for the purpose of CM RETAC system development and that the Counties may earmark the financial support that they provide for any specific purpose or geographic area.

No later than May 31, of each year, the CM RETAC shall prepare a proposed annual budget for the next fiscal year and shall submit a copy to the Counties. The proposed annual budget shall be balanced, conform to the requirements of Local Government Budget Law of Colorado (§ 29-1-101 et seq., C.R.S.), and shall include, at a minimum, a detailed estimate of all proposed expenditures, anticipated revenues, and the contributions to be made by the Counties. The proposed annual budget shall contain a statement of the level of service the RETAC anticipates it will provide for the next fiscal year and shall identify any change in the level of service from the preceding year. The budget for the next fiscal year

shall be adopted by the RETAC no later than June 30, of the current year, after review and comment is received from the Counties.

In the event of unforeseen or unanticipated event that results in the need for additional funds, the CM RETAC shall prepare an amended or supplemental budget and present a request for supplemental contributions to the Counties for their consideration. Any request for supplemental contributions must be accompanied by documentation supporting the need for the request, alternative courses of action and the impact of not funding the request.

The fiscal agent for the CM RETAC may be one of the Counties and shall be determined by the Board on an annual basis ("Fiscal Agent"). The Fiscal Agent shall provide for the keeping of accurate and correct books of account on an accrual basis in accordance with the Local Government Accounting Law, § 29-1-501 et seq., C.R.S. and generally accepted accounting principles, showing in detail capital costs, costs of special services, maintenance and operating costs and all financial transactions of the CM RETAC. The Fiscal Agent's books of account shall correctly show any and all revenues, costs, expenses or charges paid from or to be paid by funds obtained from federal or state sources, each of the Counties, private contributions or revenue generated by the CM RETAC's activities. The Fiscal Agent's books shall be open to inspection upon reasonable notice during normal business hours and the Fiscal Agent shall provide for the auditing of all books and accounts and other financial records of the CM RETAC on an annual basis in accordance with the Colorado Local Government Audit Law, § 29-1-601 et seq., C.R.S. by an independent Certified Public Accountant selected by the Fiscal Agent. The audit shall be supplied to the Counties upon request.

Notwithstanding anything in this agreement to the contrary, financial obligations of the respective Counties to make payments to the CM RETAC are expressly contingent upon funds for the intended purpose herein being appropriated, budgeted and otherwise made available. In the event that funds are not appropriated in whole or in part sufficient for performance of any County's obligation under this agreement, or appropriated funds of the Colorado Constitution, then the non-funding party may terminate its participation in this agreement and such termination shall not be deemed a default or breach of this agreement by such party. This section of the agreement shall control and supersede all other provisions of this agreement inconsistent therewith. It is the intention of the Counties that the annual appropriation requirements set forth in this agreement shall bring this agreement and any renewals into compliance with Article X, Section 20, of the Colorado Constitution.

8. The CM RETAC shall submit its recommended Regional Emergency Medical and Trauma System Plan (the "Plan") for approval by the Counties on or before June 15th of each year. The Plan shall conform to the requirements of § 25-3.5-704(2)(c) C.R.S. and other requirements duly established by the Colorado Board of Health and the Colorado Department of Public Health and the Environment. The CM RETAC shall secure approval from the Counties and submit the approved Plan to the Colorado State Emergency Medical and Trauma Advisory Council pursuant to Colorado Revised Statutes.

9. The CM RETAC shall submit a report to the BOCC for each County participating in the CM RETAC no later than May 15th of each year. The report will indicate the CM RETAC's accomplishments to date and will list the goals of the CM RETAC for the coming year. The CM RETAC may substitute the approved Plan to meet this requirement with the unanimous consent of the Counties.

10. Any notice required hereunder shall be given in writing and shall be sufficient if deposited in the United States Mail, postage prepaid to:

Chairperson, Chaffee County Board of County Commissioners
P.O. Box 699
Salida, CO 81201

Chairperson, Eagle County Board of County Commissioners
P.O. Box 850
Eagle, CO 81631

Chairperson, Lake County Board of County Commissioners
P.O. Box 964
Leadville, CO 80461

Chairperson, Park County Board of County Commissioners
P.O. Box 1373
Fairplay, CO 80440

Chairperson, Pitkin County Board of County Commissioners
3rd Floor Courthouse Annex
530 E. Main Street
Aspen, CO 81611

Chairperson, Summit County Board of County Commissioners
P.O. Box 68
Breckenridge, CO 80424

11. Any party to this agreement may terminate its participation in the CM RETAC with or without cause upon six (6) months prior written notice to the other Counties and the Colorado Emergency Medical and Trauma Services Advisory Council. The Counties agree that if funds are appropriated for the CM RETAC by the County terminating its participation prior to that County's provision of written notice of termination, such funds will be contributed to the CM RETAC by the terminating County during the notice of termination period. The Counties agree that the CM RETAC will continue to provide services during the notice of termination period.

After notice of termination, the Parties thereafter agree to negotiate a division of assets based on the following guidelines:

(A) The Counties intend that such division of assets, to the extent possible will ensure that the Counties continuing their participation maintain a viable RETAC.

(B) Upon dissolution of the CM RETAC, those assets which were contributed by a County will be returned to the contributing County unless provided for differently in this agreement or by other formal arrangement of the Counties. Assets contributed by the United States Government, the State of Colorado, private contributors or other organizations will be returned to the contributor.

(C) Any other assets remaining upon dissolution of the CM RETAC, after payment of lawful debts and other encumbrances on the assets, shall be apportioned to the Counties in the quantity and to the extent of the percentage share of each County's contribution for the preceding fiscal year. The assets shall be apportioned equally if all Counties made no contribution for the preceding fiscal year.

12. Nothing herein contained shall make or be construed to make the CM RETAC, Chaffee, Eagle, Lake, Park, Pitkin or Summit, a partner of any other County or entity, nor is this Agreement intended to create a separate governmental entity as the term is defined in Article I, Title 22, C.R.S.

13. This agreement shall be deemed to be made, shall be subject to, and shall be construed in accordance with the laws of the State of Colorado.

14. Should any one or more paragraphs or provisions of this Agreement be judicially determined invalid or unenforceable, such determination shall not effect, impair, or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are several.

15. This agreement embodies the entire agreement about its subject matter among the parties and supersedes all prior agreements and understandings, if any, and may be modified, amended or supplemented only by an instrument in writing executed by all parties to this agreement.

16. It is expressly understood and agreed that enforcement of the terms and conditions of this agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Counties, and nothing contained in this agreement shall give or allow any such claim or right of action by any other or third person or entity on such agreement. It is the express intention of the Counties that any person or entity, other than the Counties that are parties to this agreement, receiving services or benefits under this agreement shall be deemed to be incidental beneficiaries only.

17. No County shall assign any of the rights nor delegate any of the duties created by this agreement without the written consent of the other Counties.

18. This agreement may be executed in counterparts, each of which, upon execution of a counterpart by all Parties, shall be considered an original.

IN WITNESS WHEREOF, the Counties have caused this agreement to be executed on the date first written herein.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF CHAFFEE

Clerk and Recorder

By: _____

Chairman

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF EAGLE

Clerk and Recorder

By: _____

Chairman

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF LAKE

Clerk and Recorder

By:

Chairman

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF PARK

Clerk and Recorder

By:

Chairman

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF PITKIN

Clerk and Recorder

By:

Chairman

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF SUMMIT

Clerk and Recorder

By:

Chairman