

AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
BETWEEN

DELTA COUNTY, COLORADO
AND
GUNNISON COUNTY, COLORADO
AND
HINSDALE COUNTY, COLORADO
AND
MONTROSE COUNTY, COLORADO
AND
OURAY COUNTY, COLORADO
AND
SAN MIGUEL COUNTY, COLORADO

TO ESTABLISH A
MULTICOUNTY REGIONAL EMERGENCY MEDICAL AND TRAUMA ADVISORY COUNCIL

THIS AGREEMENT is entered into this 2nd day of October, 2013, by and among the Board of County Commissioners of the County of Delta, Colorado (hereinafter "Delta"), Board of County Commissioners of the County of Gunnison, Colorado (hereinafter "Gunnison"), Board of County Commissioners of the County of Hinsdale, Colorado (hereinafter "Hinsdale"), Board of County Commissioners of the County of Montrose, Colorado (hereinafter "Montrose"), Board of County Commissioners of the County of Ouray, Colorado (hereinafter "Ouray"), and the Board of County Commissioners of the County of San Miguel, Colorado (hereinafter "San Miguel"), *referred to herein singularly or collectively 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 29-1-201-203, C.R.S., as amended, Colorado counties 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 enacted the Colorado Trauma Care System Act, Section 25-3.5-701, *et seq.*, C.R.S. (hereinafter "Act"); and

WHEREAS, said Act requires that the Board of County Commissioners of each Colorado County establish a Regional Emergency Medical & Trauma Advisory Council (hereinafter, "RETAC") with the governing body of four or more other counties, or with the governing body of a City and County, to form a multi-county RETAC; and

WHEREAS, said Act allows funding for established RETAC's by the distribution of funds in accordance with Section 25-3.5-605, *et seq.*, C.R.S. for planning and, to the extent possible, coordination of emergency medical and trauma services in the County, City and Counties, and between counties when such coordination would provide for better service geographically; and

WHEREAS, Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel 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 multi-county organization including shared resources, equipment, and facilities that provide trauma service already exist; and

WHEREAS the Boards of County Commissioners of Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel counties, being located in Western Colorado within reasonable geographic proximity to one another, recognize the benefits and advantages obtained by working together to develop a statewide emergency medical treatment system are greater than participating as individual counties and therefore desire to participate with one another in a RETAC; and

WHEREAS, Western Regional EMS Council, Inc. ("WREMSC"), a Colorado not for profit corporation, was originally established as a regional EMS council for this six county region and is comprised of members from Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel counties; and

WHEREAS, Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel counties entered into an IGA, dated May 14, 2001, to establish a RETAC in accordance with law and pursuant to that IGA established the Western Regional Emergency Medical and Trauma Advisory Council ("the WRETAC") and designated WREMSC to function as the WRETAC for this six county region (the May 14, 2001 IGA shall hereinafter be referred to as the "old IGA"); and

WHEREAS, the Counties desire to continue to incorporate the duties and responsibilities of the RETAC for this six-county region into those of the WREMSC and to delegate the WRETAC duties and functions to WREMSC, but desire to amend the membership structure of the WRETAC board; and

WHEREAS, the Counties desire to amend the old IGA accordingly to implement the revisions and changes established in this Amended and Restated IGA.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, and obligations herein set forth, Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel counties agree as follows:

1. Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel counties do hereby jointly establish in cooperation with each other, a RETAC to be known as the "Western Regional Emergency Medical & Trauma Advisory Council" or "Western RETAC" (WRETAC).
2. The purpose of the WRETAC is to satisfy all the requirements and obligations and to perform all the duties required under state law of RETACs for the region consisting of Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel counties.

3. The WRETAC shall perform the duties of a RETAC for this six county region as same are specified by CRS 25-3.5-701, *et seq.*, as amended or as otherwise required by the law of the State of Colorado and this Amended and Restated IGA; and such RETAC duties for this six county region are hereby delegated to WREMSC. It is intended that the WRETAC will work cooperatively with WREMSC and WREMSC is expected to work cooperatively with WRETAC and the Counties to facilitate the successful and effective performance of the duties set forth for RETACs under state law.
4. The WRETAC shall represent equitably the interests of Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel counties.
5. WREMSC has amended its bylaws to be consistent with the applicable provisions of this Amended and Restated IGA, including, but not limited to, appointment of membership, requiring advance notice and approval from the boards of county commissioners for the six counties prior to any further amendment of the WREMSC by-laws, and the performance of RETAC functions, and shall comply with all Colorado statutes and regulations applicable to the RETAC.
6. It is intended under this Amended and Restated IGA that the members of the WRETAC appointed in accordance with this Agreement shall be the same persons who are the members of the governing board of WREMSC. However, no member of the WRETAC shall be permitted to have any financial or other conflict in serving on both the WRETAC and WREMSC or in performing the duties of either WRETAC or WREMSC.
7. The WRETAC shall be governed by a board consisting of thirteen (13) voting members with two voting members appointed by each of the six participating counties and a voting member appointed by a state-approved EMT training center. Also other non-voting, ad hoc members may be appointed as provided herein in Section 21.
8. The WRETAC, as directed under State Statute and this Amended and Restated IGA, is, at a minimum, charged with maintaining, updating and revising as required by State Law or Regulation the regional emergency medical and trauma system plan (hereafter the "Plan") submitted to the Colorado State Emergency Medical and Trauma Services Advisory council created by the Act. Any updates or revision to the Plan shall be submitted for review and approval by the governing bodies of each County. The Plan and any updates or revisions thereof, as approved, shall at a minimum address the issues required by applicable state statute or state regulation, including but not limited CRS 25-3.5-704(2)(c)(B)(II), as amended.
9. WREMSC may, in its discretion, assume other responsibilities not required by Colorado RETAC rules, which are in the public interest and for the public good so long as such tasks are in support of emergency medical and trauma services within the Counties and not in conflict with the purposes and duties of the WRETAC.
10. Nothing in this Agreement shall be construed to require any County to provide funds or support of any additional tasks undertaken by the WRETAC not set forth in paragraph 6 above.

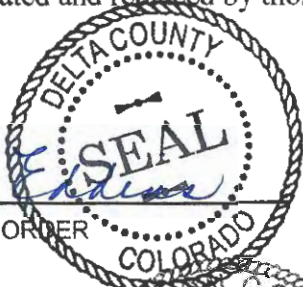
11. All funding received by the WRETAC, whether from the Colorado Department of Public Health and Environment (CDPHE) in accordance with CRS 25-3.5-601, *et seq.* or from any other source, shall be maintained and accounted for separately from any WREMSC funds and shall only be used for authorized RETAC purposes in accordance with the purpose of the funds and any restrictions on the use of such funds imposed or required by the funding source. The WRETAC and WREMSC board shall provide copies of all such financial records to any of the Counties immediately upon request by such County and shall fully cooperate in any audit performed by any of the counties of such financial records. Also the WRETAC board shall provide to each county, biannually, by the 31st day of January and again by the 31st day of July of each year a report of the WRETAC's activities including revenue and expenditure information for the six month period preceding the date of the report.
12. Any party to this Amended and Restated IGA may terminate its participation in the WRETAC with or without reason upon thirty (30) days prior written notice to the other parties of this agreement and the Colorado Department of Public Health and Environment.
13. Nothing herein contained shall make or be construed to make WREMSC, the WRETAC, Delta County, Gunnison County, Hinsdale County, Montrose County, Ouray County, and/or San Miguel County a partner or joint venture of any of the others. The WRETAC shall not be deemed to be a separate governmental entity, it being the intent of the counties that each shall retain their independent public entity status and the purpose of the formation of the WRETAC is to cooperate in fulfilling the RETAC duties as required by the Act.
14. This Amended and Restated IGA shall be deemed to be made, shall be subject to, and shall be construed in accordance with the laws of the State of Colorado.
15. Should any one or more paragraphs or provisions of this Amended and Restated IGA be judicially determined invalid or by a court of competent jurisdiction, such determination shall not effect, impair, or invalidate the remaining provisions hereof, the intention being that the various provisions hereof are severable.
16. In the event WREMSC is dissolved for any reason, all funds and capitalized equipment, if any, received for the specific use by the WRETAC shall be returned to the WRETAC.
17. This Amended and Restated IGA embodies the entire agreement about its subject matter among the parties and supersedes all prior agreements and understandings, if any, and may be amended or supplemented only by an instrument in writing executed by all parties to this agreement.
18. The parties to this Amended and Restated IGA do not intend to benefit any person not a party to this agreement; there shall be no third party beneficiaries. No person or entity, other than the parties to this Amended and Restated IGA, shall have any right, legal or equitable, to enforce any provision of this agreement. Nothing in this Amended and Restated IGA is intended to, or shall waive any legal defenses or immunities otherwise available to the parties hereto pursuant to the Colorado Governmental Immunity Act.

19. Each person signing this Amended and Restated IGA in a representative capacity, expressly represents the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this agreement. Each party expressly represents that except as to the approval specifically required by this agreement, such party does not require any third party's consent to enter into this agreement.
20. This Amended and Restated IGA may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute an original agreement.
21. The membership of the WRETAC board shall be defined as follows:
 - A. Two voting members from each County as appointed by the Board of County Commissioners and representing the appointing County.
 1. A description of duties will be provided by WREMSC as specified in paragraph 22 of this Amended and Restated IGA.
 2. WREMSC will provide an annual report to the BOCCs identifying their appointees attendance, voting record, and committee participation in order for commissioners to evaluate their appointee's effectiveness.
 - B. One voting member as appointed by the governing body of the Delta-Montrose Technical College, a state approved EMT training center.
 - C. One ad hoc, non-voting, member appointed by the administrator of St. Mary's Hospital and Medical Center, the regional resource facility.
 - D. Additional ad hoc, non-voting, members to be appointed by any interested organization within the following categories of service providers, to include:
 1. Western Regional All-Hazards Emergency Management
 2. Public Health
 3. Law Enforcement
 4. Public Safety Access Points
 5. Other subject matter experts as needed
 - E. In making appointments to membership on the WRETAC, each appointing County shall make appointments to reflect as equally as possible representation between hospital and pre-hospital providers and from each participating county and shall comply with the requirements of CRS 25-3.5-704(c), as amended.
22. The terms of members' appointments to the WRETAC board shall be for four (4) year terms, commencing with the date of the appointment, except that in order to stagger the terms of the members of the WRETAC, for the first term of the County appointments under this amended and restated IGA one of each of the counties' appointee shall be for a two (2) year term and one appointee shall be for a four (4) year term. Upon the expiration of this first two year term for these initial county appointments, all future appointments by the Counties for both of each County's appointments shall be for the full four (4) year terms. Any member appointed to the

WRETAC board may be removed by the appointing authority of that member for cause.

- 23. A Job Description, which includes terms, as well as evaluation methods for attendance, voting and committee work, is attached to this Amended and Restated IGA as an example and for guidance for the membership appointing authorities.
- 24. The old IGA is hereby amended and restated by this Amended and Restated IGA and all terms, conditions, and agreements specified in the old IGA are hereby terminated and replaced by those stated in this Amended and Restated IGA.


ATTEST:


Ana B. Fisher
CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF DELTA

BY: Cliff Ashley
CHAIRMAN

ATTEST:


Paula Stevens
CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON

BY: Paula Stevens
CHAIRMAN

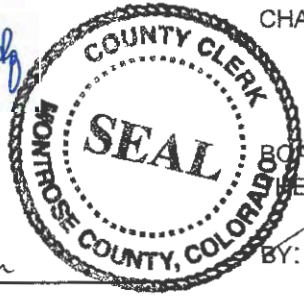
ATTEST:

Linda Pavich Ragle
CLERK AND RECORDER
Joan Roberts, Deputy

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF HINSDALE

BY: CJ Fogus
CHAIRMAN

ATTEST:


Sandra Nelson
CLERK AND RECORDER, Deputy

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF MONTROSE

BY: Renald W. Anderson
CHAIRMAN



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FOR CLERK AND RECORDER *MICHELLE NARRER*

ATTEST:

John Huebner

FOR CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF OURAY

BY: *Mike Teal*

CHAIRMAN

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF SAN MIGUEL

BY: *Joan May*

CHAIRMAN