

## 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

CRYSTAL PARK METROPOLITAN 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.

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 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

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services by the Contractor, and to confirm that the Agency's jurisdictional boundaries are within 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 Contractor to otherwise comply 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.

2. Agency's Obligations:

- A) Authorize 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. 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 its own ground ambulance service 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)

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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.

The ESA may terminate this Agreement upon at least sixty (60) days' written notice to Agency. The ESA 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.

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 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.

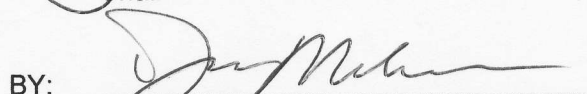
8. Entire Agreement. This Agreement contains the entire agreement of the Parties. Any prior written or oral agreements which are different from the terms, conditions and provisions of this Agreement shall not be binding upon either Party. Any amendments or modifications of the terms of this Agreement 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:   
Chair

Date: 12-11-09

BY:   
Secretary

FOR: CRYSTAL PARK METROPOLITAN DISTRICT  
Agency Name

BY: Approved (signature): Michael W. Doughty Date: 11/23/09

Name (printed): MICHAEL W. DOUGHTY

Title: CHAIRMAN, BOARD OF DIRECTORS

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

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