

INTERAGENCY GOVERNMENTAL AGREEMENT
BETWEEN
CUSTER COUNTY
AND
WEST CUSTER COUNTY HOSPITAL DISTRICT

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between: Custer County, a political subdivision of the State of Colorado, (hereinafter referred to as “the County”), and West Custer County Hospital District (hereinafter referred to as “the District”).

WHEREAS, the County and the District, acting respectively by the Board of County Commissioners and by the District’s Board of Directors, have entered into discussions concerning the future of ambulance service within the County; and

WHEREAS, both parties to this Agreement acknowledge that there is an urgent need to enter into a temporary understanding regarding the ambulance service until such time as a final resolution of the existing problems has been reached.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and obligations herein set forth, the parties agree:

1. Pursuant to Section 30-11-107, C.R.S., the Board of County Commissioners for Custer County has the statutory authority at any meeting to organize, own, operate, control, direct, manage, contract for, or furnish ambulance services for the County.
2. Prior to the creation of the West Custer County Hospital District as a Special District in 1988, there existed in the County a volunteer organization known as the Ambulance Corps which provided emergency medical services and ambulance services for the County.

3. This Ambulance Corps was coordinated and managed by the Custer County Emergency Services Advisory Council pursuant to the provisions of a Resolution of the Board of County Commissioners adopted on October 5, 1987.
4. The District was formed and came into being on March 3, 1988, by judicial decree in Custer County District Court case number 88 CV 9.
5. The initial Service Plan for the District contains the following language in paragraph I: *“The District will also furnish ambulance service providing 24-hour emergency coverage. The District will take over the functions and facilities of the existing Custer County Medical Foundation and Ambulance Corps.”* In paragraph II.B. the Service Plan states: *“The services now provided by the existing Ambulance Corps will be assumed by the District”*. And in paragraph VII of the Service Plan the following language is found: *“It is anticipated that the District will enter into a contract with the County to provide ambulance services to those portions of the County that are not included within the District.”*
6. Based on these representations, guarantees and promises, the County passed a Resolution in 1988 approving the Service Plan.
7. In fulfillment of the language from paragraph VII quoted above, the County and the District entered into an Agreement on January 3, 1989. Paragraph 4 of this Agreement contains this language: *“That the District agrees to pay all costs of operation and to provide ambulance service that has historically been provided by the Ambulance Corp, even though that service will be for areas outside the District.”*
8. Both parties to the Agreement dated January 3, 1989 expressly acknowledge that the 1989 Agreement constitutes a valid and binding contract between the County and the District with respect to ambulance services in Custer County.
9. The District now desires to discontinue providing ambulance service to that portion of eastern Custer County that lies outside the boundaries of the District, and has advised the County that it will no longer provide EMS services outside of the Hospital District that is not covered by a mutual aid agreement as of Sept. 5, 2019.
10. The County does not agree with nor does it accept the District’s unilateral decision to discontinue ambulance service as set forth in the preceding paragraph.

11. Consequently, the County and the District have agreed to enter into negotiations and discussions in a good-faith effort to reach an amicable and mutually acceptable solution to this disagreement.
12. On an interim basis, until such time as a satisfactory resolution of this disagreement is reached, the District agrees that it will continue to provide ambulance service to those portions of Custer County outside of the boundaries of the Hospital District that are not otherwise served by mutual aid agreements or other similar agreements with other entities. This expressly includes, but is not limited to, the Wetmore area that was formerly serviced by Emergency Medical Services out of Florence, Colorado.
13. The District further agrees that a call for emergency medical services from the Wetmore area will be treated on a “first call” basis; that is, if an ambulance is available at the time the call comes in, the ambulance will be dispatched immediately, without waiting for a backup crew to be contacted and to be on its way to the ambulance barn in Westcliffe. The District’s policy of treating calls for emergency medical assistance outside its boundaries differently than such calls are treated within the District’s boundaries shall be suspended. All calls for service emanating from any location in the County that is not currently covered by a mutual aid agreement will be given priority on a “first received, first responded to” basis while this temporary Agreement is in effect.
14. The District acknowledges its current contractual obligation to provide ambulance service in accordance with the Agreement of January 3, 1989, and it further acknowledges that if it goes forward with its plan to terminate ambulance service to the Wetmore area without the written consent of the County, such conduct could be treated as a breach of contract by the County and could result in legal action in the form of a lawsuit seeking a temporary injunction to compel the District to continue honoring its obligations under said Agreement.
15. Both parties to this Agreement state that the above provision is not intended to be, nor is it taken as, a threat by the County to the District. Rather, it is mutually understood to be a statement of the County’s legal position in this matter.
16. This Agreement shall remain in effect until such time as the ambulance service issue has been resolved, or until January 1, 2021.

IN WITNESS WHEREOF, the parties have executed this Interagency Governmental Agreement this ____ day of _____, 2019.

By: _____
Tommy G. Flower, Chairman
Board of County Commissioners

Attest:

Kelley Camper
Custer County Clerk and Recorder

By: _____
Robert Tobin, Chairman of the Board of Directors,
West Custer County Hospital District