

Draft 3.0 SECRETAC MOU with Otero County



Southeastern Colorado Regional Emergency Trauma Advisory Council

To: SECRETAC Council
Date: March 31, 2008
RE: SECRETAC MOU with Otero County-Draft 3.0

This memo of understanding is between the Southeastern Colorado Regional Emergency Medical & Trauma Advisory Council (SECRETAC), Inc. referred to as the "Council" and Otero County. This MOU is to provide a written understanding between the two parties, as stated above, that relate directly to the financial resources for SECRETAC.

This agreement is to help support the Council in its mission and development to improve the emergency medical and trauma services within its six county regions. The agreement will provide a cost effective relationship to not only the Council, but also, the overall EMTS system in southeastern Colorado.

The authorities approved the agreement with signature power from the parties on April 1, 2008.

Whereas, section 25-3.5-703(6.8), C.R.S. as amended, defines Regional Emergency Medical and Trauma Advisory Council as the representative body appointed by the governing bodies of counties or cities and counties for the purpose of providing recommendations concerning regional area emergency medical and trauma service plans for the counties and cities or counties;

Whereas, all required approvals, clearances and coordination have been accomplished from and with all appropriate agencies.

Now therefore, in consideration of their mutual promises to each, stated below, the parties hereto agree as follows:

The MOU are as follows:

1. Effective date. The effective date of this MOU is April 1, 2008. However, this MOU is not valid until it has been approved by both parties authorized designee.
2. Otero County will have fiscal and financial responsibilities, duties and authority for the Council's funding. This will be Otero Counties

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- only responsibility under this MOU. All compliance issues of a non-fiscal nature are the responsibility of SECRETAC.
3. The six counties associated with this MOU will be responsible for any additional costs associated with this MOU that are not covered by the Colorado Department of Public Health & Environment, Health Facilities and Emergency Medical Services Division, Emergency Medical & Trauma Services Section contract.
 4. Otero County shall provide accounting services for SECRETAC.
 5. Otero County shall keep all funds it receives under this MOU in a separate account or budget line.
 6. SECRETAC's monthly state checks and funds received by SECRETAC under this MOU will be deposited directly to Otero County.
 7. Otero County will provide SECRETAC staff with a County Credit Card Account for staff and council related expenses.
 8. Otero County may provide office space for intermittent use by SECRETAC staff to include access to phone, fax, copier and all other normal office equipment. Such use shall be scheduled so that efficient use may be made of the office.
 9. SECRETAC Legal address: PO Box 511, Rm. #212, 13 W 3rd Street, La Junta, CO 81050.
 10. SECRETAC vehicle will be purchased with SECRETAC funds, but owned by Otero County. Otero County will provide tags, insurance, and other necessary items to be reimbursed by SECRETAC.
 11. Otero County will provide a County Credit Card for gasoline & auto maintenance for the SECRETAC vehicle.
 12. SECRETAC staff will be an employee of Otero County.
 13. SECRETAC is solely responsible for all administrative procedures and policies regarding staff. Required annual evaluations will be conducted by the SECRETAC.
 14. The Otero County Policies & Procedures Handbook & Manual is required guidance for SECRETAC staff.
 15. Salary, FICA, taxes, worker compensation, social security, \$20,000 life insurance, and retirement will be paid through Otero County's payroll department and will be paid from SECRETAC funds.
 16. Monthly and quarterly payments will be approved by the SECRETAC coordinator using a purchase order. Vendor payments from SECRETAC funds will be made on the 15th and last day of each month.
 17. SECRETAC agrees to reimburse Otero County for out-of-pocket operating expenses including long distance phone, fax, audit, etc.
 18. Revenue for bi-annual checks to participating counties will be paid through the Otero County's system.

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19. Otero County will furnish on a monthly basis expenditure & revenue reports to SECRETAC.
20. Otero County will provide an annual financial report to SECRETAC on or before Oct. 1 of each calendar year. (SECRETAC fiscal year is July 1-June 30th).
21. SECRETAC will remit \$500.00 annually to Otero County for accounting services. A purchase order will be provided on May 1st of each year for the billing of the services.
22. Audit of the SECRETAC fund will be conducted as part of the normal annual Otero County audit. SECRETAC will be billed proportionately.

Limited Amendments: The Parties may prospectively increase or decrease the amount payable under this MOU through a "Limited Amendment". To be effective, the Amendment must be signed by both authorized Parties. The limited amendment shall be used for the following:

1. To increase or decrease the level of funding for the affected service(s).
2. To revise the specifications for the affected service(s).
3. To renew or extend the term of the MOU.
4. To make "no cost" changes to the MOU, the budget, the specifications to the original MOU or period of performance.

In Witness Whereof, the parties hereto have executed the Memorandum of Understanding (MOU) on the day first above written.

Otero County
County Administrator
Mr. Robert Bauserman, Chair

Southeastern Colorado RETAC Council
Chair
Mr. Rick Hartley

By: *Robert Bauserman*
Date: 4/2/08

By: *Rick Hartley*
Date: 04/03/08

(Seal) Attest:

(Seal) Attest:

By: *Sharon Sennoy*

By: *Carole A. Forrest*
Expires 11-12-2010
4.3.08

