

SECRETAC

Southeastern Colorado Regional Emergency Trauma Advisory Council

James T. Rizzuto, President
Otero Junior College
1802 Colo. Ave.
La Junta, CO. 81050

January 31, 2008

Dear President Rizzuto:

The Southeastern Colorado Regional Emergency Trauma Advisory Council (SECRETAC) has been working on options to reduce certain areas of expenses in our budget. The Council has received and accepted a proposal to provide accounting services through the Otero County Office, La Junta, CO.

SECRETAC Council wishes to terminate our accounting "Memorandum of Understanding", services with OJC effective March 31, 2008. Please have OJC accounting office transfer the SECRETAC's funds to the Otero County Office. Ms. Donna Rhode, Interim County Administrator, is our contact at the office and we will provide transfer details. We would also appreciate the controller's office at OJC providing all Internal Revenue Services (IRS) and accounting records to be included in the transfer. The SECRETAC Coordinator can provide for the physical transfer of these records.

The SECRETAC Coordinator will vacate the donated office space at OJC, McBride Building and return the college's property (key). The SECRETAC Coordinator will contact the appropriate office at OJC for the return of the state fleet vehicle.

The Council would like to extend their appreciation for all of the work and collaboration from OJC to SECRETAC. SECRETAC looks forward to working with OJC on regional EMS training programs. Please contact me if you have any questions or concerns.

Sincerely,



Rick Hartley, Chair, SECRETAC

CC: SECRETAC Council

MOU – OJC & SECRETAC

Southeastern Colorado Regional Emergency Medical & Trauma Advisory Council SECRETAC

P.O. Box 1261, Lamar, Colorado 81052

June 13, 2006

RE: Memo of Understanding (MOU)

TO: Otero Junior College, La Junta, Colorado

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

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

The authorities approved the agreement with signature power from the parties on June 22, 2006.

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 those 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 and term. The effective date of this MOU is July 15, 2006. However this MOU is not valid until it has been approved by both parties authorized designee. The initial term of this MOU shall commence on the effective date and continue through and including June 30, 2011, unless sooner terminated by the parties pursuant to the terms and conditions of this MOU. Unless expressly modified by the MOU, the total term of this MOU, including all automatic renewals, bilateral options to renew, and extensions, may not exceed that period of time authorized in the original MOU.
2. OJC will have fiscal and financial responsibilities, duties and authority for the Board's funding. This will OJC's 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 contract that are not covered by the Dept of Health contract.

MOU – OJC & SECRETAC

4. OJC's administrative fee will be 7% of any revenue received for the Board.
5. OJC shall keep all funds it receives under this MOU separate from all other funds and maintain a separate account or budget line item for those funds.
6. OJC will provide an annual financial review of those funds within thirty (30) calendar days of the date the financial review is completed.
7. OJC will provide two financial statements at the six (6) month and final fiscal year dates.
8. OJC in accordance with the State Board for Community Colleges & Occupational Educations (SBCCOE) will provide exempt employee benefits; including all current benefits and Public Employee Retirement Association (PERA) for the Board's staff in accordance to all state rules and regulations regarding benefits.
9. OJC will make every attempt to provide the Board's staff with on-campus office space, services and facilities traditionally available for OJC staff. No secretarial or administrative services will be provided by OJC for the Board's staff.
10. The Board will have human resources/personnel responsibilities, duties and authority for the SECRETAC.
11. The Board will be responsible for personnel actions including, but not limited to, screening, selection, hiring and dismissal or termination actions of staff.
12. The Board will provide OJC with written documentation of all services and equipment purchased in a timely manner (within 30 calendar days from the date of purchase) to allow OJC to process and make payments for Board authorized reimbursements.
13. The Board will create and maintain inventory control records for all purchases.

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:

- A. To increase or decrease the level of funding for the affected service(s) during the current term of the original MOU.
- B. To revise the specifications for the affected services(s) during the current term of the original MOU.
- C. To renew or extend the term of the MOU with appropriate changes in the amount of funding for services(s) that result in a new total financial obligation of the Parties.
- D. To make "no cost" changes to the Budget, the specifications to the original MOU or the period of performance.

MOU – OJC & SECRETAC

General Provisions:

1. Because this MOU involves the expenditure of state, federal, or private funds, the MOU is subject to, and contingent upon, the continued availability of those funds for payment pursuant to the terms and conditions of this MOU. If those funds or any part thereof, become unavailable as determined by the State, then the Parties may immediately terminate this MOU.
2. The Parties warrant that they possess actual, legal authority to enter into this MOU. The Parties further warrant that they have taken all actions required by its applicable laws, procedures, rules or by-laws to exercise that authority.
3. Undersigned signatory to execute this MOU and bind the Parties to its terms and conditions. The person or persons signing this MOU, or any attachments or amendments hereto, also warrant(s) that such person(s) possess actual, legal authority to execute this MOU, and any attachments or amendments hereto, on behalf of the Parties.
4. During the term of this MOU, and any renewal or extension thereof, the Parties shall procure and keep in force and affect all required insurance coverage as required by state law.
5. The Parties certify that, as of the effective date of this MOU, it has currently in effect all required licenses, certifications, approvals, insurance, permits, etc., if any, that are necessary to properly perform the services specified in this MOU.
6. The Parties shall grant to the State, or its authorized agents, access to records and financial statements of the MOU that directly relate to its performance under this MOU. The parties shall retain all such records and financial statements for a period of six (6) years after the date of issuance of a final audit report.
7. Subject to the Public (Open) Records Act, section 24-72-101, et seq., C.R.S. as amended, if the parties obtain access to any records of MOU, they shall keep all such records, files, or other information confidential and shall comply with all laws and regulations concerning the confidentiality of all such records.
8. The Board reserves the right to purchase equipment and supplies as it sees fit. If using the state procurement code is advantageous then that is an option of the board. If the board feels that not using the state procurement code is in their best interest then other means of procurement will be administered.
9. Either party can terminate the contract on June 30 of the end of a contract year by giving 90 days advanced notice in writing.
10. OJC will bill the Board on a monthly basis for \$13,750 during the first year of the contract. In subsequent years OJC will bill the Board for 1/12 the annual amount of the Dept of Health contract. All invoices must be paid within 15 calendar days from the date billed.
11. No expenditures will be allowed unless the Board account on the OJC books has positive cash in it.

Non-Discrimination:

1. The parties agree to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

Choice of Law:

1. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this MOU.

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

MOU - OJC & SECRETAC

Otero Junior College (OJC)

By: _____
Name: _____
Title: _____
Date: _____

Southeastern Colorado Regional Emergency
Medical & Trauma Advisory Council (SECRETAC)

By: Rick Hantle
Name: [Signature]
Title: RETAC CHAIR PERSON
Date: 7/01/06

(Seal) ATTEST:

(Seal) ATTEST:

By: _____

By: _____