

**MEMORANDUM OF UNDERSTANDING BY
ALAMOSA COUNTY AND THE SAN LUIS VALLEY REGIONAL EMERGENCY
MEDICAL AND TRAUMA ADVISORY COUNCIL**

THIS Memorandum of Understanding (“MOU”) is entered into this _____ day of _____, 2026, by and among the Board of County Commissioners of Alamosa County (hereinafter “Alamosa County”) and the San Luis Valley Regional Emergency Medical and Trauma Advisory Council (hereinafter “SLV RETAC”),(collectively, "the Parties").

WHEREAS, pursuant to the provisions of Section 18 of Article XIV of the Colorado Constitution and §29-1-203, C.R.S., as amended, Alamosa County, may cooperate or contract with other agencies to provide any function, service or facility lawfully authorized to each county or city and county; and

WHEREAS, the General Assembly of the State of Colorado enacted the Statewide Trauma Care System Act (the “Act”) pursuant to §25-3.5-701, et seq., C.R.S., as amended; and

WHEREAS, said Act requires that the governing body of each County or City and County establish a Regional Emergency Medical and Trauma Advisory Council within each County or City and County; and

WHEREAS, said Act allows the governing body of a county or city and county to agree with the governing body of other counties to form a multicounty RETAC; and

WHEREAS, in 2002, San Luis Valley RETAC (“SLV RETAC”), Inc. was established as a 501(c)(3) non-profit organization for the purposes set forth in the Act and is empowered herein to enter into contracts and hire employees as needed and;

WHEREAS, Alamosa County has developed an application process for the approval of entities who desire to provide secured transportation services within the jurisdiction of Alamosa County as set forth in C.R.S. §25-3.5-101 et seq.

WHEREAS, Alamosa County now desires to enter into this Memorandum of Understanding (“MOU”) with SLV RETAC to utilize its expertise and to process said applications for submittal to the Board of County Commissioners for final approval.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations hereinafter set forth, the Counties agree as follows:

1. SLV RECTAC agrees to designate a Coordinator to act as the primary recipient for all applications to provide secured transportation services within the jurisdiction of Alamosa County. Said Coordinator shall process said application in a timely manner and in accordance with the Policies and Procedures adopted by Alamosa County, which are adopted and incorporated herein as Exhibit A.

2. Pursuant to the Policies and Procedures incorporated herein, in the event that the application is ultimately approved by Alamosa County, and Applicant is subsequently in non-compliance with the issued permit, the coordinator is hereby delegated the authority to temporarily suspend said permit. In doing so, the Coordinator shall be acting as an agent of Alamosa County, and shall not be acting as an employee or agent of SLV RETAC.

3. Nothing herein shall be construed as a waiver of any right by either party of the Governmental Immunity Act, C.R.S. §24-10-106, nor shall anything in this MOU be construed as creating a joint venture, partnership, agency, or any other type of employment agreement.

4. Either Party may terminate this MOU by providing 30 day written notice to the non-terminating party.

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ATTEST:

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF **ALAMOSA**

Deputy Clerk

BY: _____
Chair

DATE: _____

ATTEST:

SAN LUIS VALLEY REGIONAL EMERGENCY
MEDICAL AND TRAUMA ADVISORY BOARD

Deputy Clerk/Sec

BY: _____
Chair

DATE: _____