



MEMORANDUM OF AGREEMENT
FOR THE PURPOSE OF PROVIDING MEDICAL DIRECTION
AND OTHER EMS SERVICES
BETWEEN
VALENCIA COUNTY
AND
THE CITY OF RIO COMMUNITIES

THIS AGREEMENT is entered into by and between Valencia County (“Valencia County”) and the City of Rio Communities (“Rio Communities”).

WHEREAS, NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to “protect generally the property of its municipality and its inhabitants” and to preserve peace and order”; and,

WHEREAS, NMSA 1978, Section 4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the county and have the care of county property and the management of the interest of the county in all cases where no other provision is made by law; and,

WHEREAS, Valencia County wishes to retain a Medical Director to provide medical direction to the fire medical rescue services of Valencia County, the City of Belen, and the Village of Los Lunas, and the City of Rio Communities wishes to contribute financially to said endeavor; and

NOW THEREFORE the parties hereby agree as follows:

1. **Incorporation of Recitals:** The above recitals are hereby incorporated herein by reference as if the same were set forth fully herein.

2. **Common Power:** The common power to be exercised is the police power of each party to provide emergency medical services to citizens within their respective jurisdictions.

3. **Scope of Responsibilities:**

Valencia County agrees, through its Medical Director, to provide medical direction as necessary for the fire medical rescue services of the City of Rio Communities. In exchange, Rio Communities agrees to pay Valencia County the sum of \$4,575.00 annually.

Valencia County agrees, through its Medical Waste Disposal Contract, to allow for Medical Waste Disposal services as necessary for the Fire Medical rescue services of the Rio Grande Estates Fire Department. In exchange, Rio Communities agrees to pay Valencia County the sum of \$805.00 annually.

4. **Term:** This Agreement will become effective upon approval by the parties. This Agreement will be in effect until June 30, 2018.

5. **Property:** No property shall be acquired as a result of this Agreement; accordingly, this Agreement does not involve the disposition, division, or distribution of any property. The disposition of records generated by performance of this Agreement shall be decided by the parties upon termination.

6. **Surplus Funds:** There is no surplus money as a result of this Agreement as the fees billed by Valencia County are for services rendered to Rio Communities and the fees received by Valencia County will be transferred to the Valencia County General Fund as required by law.

7. **Strict Accountability of all Receipts and Disbursements:** Each party shall be strictly accountable for all receipts and disbursements under this Agreement.

8. **Amendment:** This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties and approved by the Department of Finance Administration.

9. **Appropriations:** Performance under this Agreement is contingent upon sufficient authority and appropriations.

10. **Governing Law:** This Agreement shall be governed by the laws of the State of New Mexico.

11. **Liability:** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation requirements applicable to the performance of this Agreement. Rio Communities and Valencia County shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by Rio Communities or Valencia County in connection with this Agreement is subject to the immunities of the New Mexico Tort Claims Act, Section 41-4-1, et. seq, NMSA 1978 as amended.

12. **Lead agency:** Valencia County is designated as the lead agency and shall monitor the actions of Rio Communities as they pertain to this Agreement and may take corrective action or terminate this Agreement in the event that, following the receipt of written notice from Valencia County to Rio

Communities that Rio Communities is in breach of its payment obligations under this Agreement, Rio Communities fails to make payment within thirty (30) days. Valencia County and Rio Communities shall report and/or confer with one another upon specific requests.

13. **Severability:** Each provision, sentence, or portion of this Agreement shall be separate and distinct from any other provision, sentence, or portion of this Agreement. In the event of the invalidity of any portion of this Agreement, the other portions of this Agreement set forth herein shall be deemed independent and divisible and shall remain in full force and effect.

14. **Further Assurances:** Each party will fully cooperate with the other and their respective counsel or representatives in connection with any steps required to be taken under this Agreement, and will do all acts and things necessary or appropriate to consummate the transactions contemplated by this Agreement, including but not limited to executing and delivering instruments and documents to effect the transactions, promises, and agreements made herein.

IN WITNESS WHEREOF, the parties have executed this Agreement which becomes effective as of the date of approval by both parties.

BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY:

Charles D. Eaton, Chair
District IV

Jhonathan Aragon, Vice Chair
District V

Helen Cole, Commissioner
District I

Bill Ray Martinez, Commissioner
District II

David Hyder, Commissioner
District III

ATTEST BY:

Peggy Carabajal, County Clerk

Date: _____

CITY OF RIO COMMUNITIES GOVERNING BODY

Mark Gwinn,
Mayor

Margaret (Peggy) Gutjahr,
Councilor Mayor Pro-tem

William (Bill) Brown,
Councilor

ATTEST:

Arturo R. Sais,
Councilor

Thomas Scroggins,
Councilor

Elizabeth (Lisa) Adair,
Municipal Clerk

Date: _____