

**AMENDED INTERGOVERNMENTAL AGREEMENT
FOR EMERGENCY MEDICAL SERVICES
BETWEEN THE TOWN OF PERALTA AND THE VILLAGE OF BOSQUE FARMS**

This Intergovernmental Services Agreement (“Agreement”) is entered into this on July 1st, 2017 by and between the Village of Bosque Farms, New Mexico (“Bosque Farms”), and the Town of Peralta, New Mexico (“Peralta”). Individually, Bosque Farms and Peralta may be referred to as a “Party” and collectively as “Parties” under this agreement.

RECITALS:

1. The Parties to this Agreement wish for the Bosque Farms to provide emergency medical services to Peralta as set forth herein.
2. The New Mexico Procurement Code NMSA 13-1-98 authorizes one public entity to provide services to another public entity.

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES THAT:

3. Incorporation of recitals: The above recitals are hereby incorporated into this Agreement as if fully set forth herein.
4. Purpose: The purpose of this Agreement is to enable Bosque Farms to provide emergency medical services to Peralta.
 - a. Bosque Farms agrees to provide emergency medical services to Peralta according to prioritization of the need for services within the two communities as determined by Valencia Regional Emergency Communications Center (VRECC) 911 dispatch.
 - b. Bosque Farms will hire, monitor and evaluate a part time Emergency Medical Technician (EMT)/Paramedics for this service. Peralta agrees to pay the sum of \$33,604 (thirty-three thousand, six hundred and four dollars) annually for EM services for a term of three (3) years rendered under this contract for the period of January 1, 2021 – August 31, 2023.
 - c. Bosque Farms will maintain and support the vehicle Rescue 5 with fuel, oil all needed and necessary vehicle maintenance and the necessary medical supplies needed for a complete and fully functioning EMS vehicle.
 - d. The EMT/Paramedics will perform the functions and job duties within their scope of practice of their license and certifications. These duties including but are not limited to; recruitment, retention and training of a group of volunteer EMT’s.
 - e. Training of volunteers will include, but not limited to; the needed basic life support, CPR, Health Insurance Portability Accountability (HIPAA), EMS Vehicle operations training and Continuing Education certification.
 - f. Peralta understands and agrees that administration of the EMS, including but not limited to personnel actions, assignment of resources and manpower and training, is under the sole purview of Bosque Farms, though Bosque Farms welcomes the comments and advice of Peralta regarding the same.

- g. Payments pursuant to this Agreement shall be made semi-annually after an invoice is submitted by Bosque Farms to Peralta.

5. Liability:

No party shall be responsible for liability incurred as a result of any other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978 sec. 42-4-1 et seq. as may be amended from time to time.

This Agreement shall not create or confer on any other person or entity any right of benefit, substantive or procedural, enforceable at law or otherwise, against any Party or their officers, directors, officials' employees, agents, representatives, contractors, subcontractors, consultants or advisors.

No Party's employee or contractor shall be considered as an employee, agent or servant of any other Party. No Party shall control or direct the details and means by which the employees of other Parties perform the duties and responsibilities set forth in this Agreement.

6. Effective Date, Term and Termination of Agreement:

This Agreement shall become effective **January 1, 2021** assuming that the duly authorized representative(s) of each Party sign it and it is approved in accordance with the New Mexico Procurement Code. This Agreement shall continue for three (3) years and if not renewed, shall terminate on August 31, 2023.

7. Financial Accountability:

The Parties shall keep records of all receipts of payments made in furtherance of this contract. Such records shall be available for inspection by either Party and by the public during business hours at the respective offices of the Parties.

8. Headings:

The headings of this Agreement are inserted only for convenience or reference and are not intended to be construed to modify, define, limit or expand the intent of the Parties.

9. Severability:

If any provision of this Agreement shall be found by a court of competent jurisdiction to be illegal, in conflict with any law of the State of New Mexico or otherwise unenforceable, the validity and enforceability of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did contain provision found to be illegal, invalid or otherwise unenforceable.

10. Waiver:

No consent or waiver, express or implied by any party to the breach or default by any party in the performance of his or her obligations under this Agreement shall be deemed or construed to be a consent or waiver to any other breach of default.

11. Further Assurances:

Each party hereto agrees to do all acts and things to make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement.

Both parties agree to commit to communicating with each other regarding any issues which may develop pursuant to this Agreement.

12. Entire Agreement:

This Agreement represents the entire agreement and understanding between the Parties.

13. Amendments:

The Parties acknowledge and agree that this Agreement may be amended in writing upon approval of the governing bodies of each Party and that any such amendments shall not become effective until signed by the Parties, provided that no such amendment shall materially affect any bonds or other obligations then outstanding.

For the Town of Peralta:

For the Village of Bosque Farms:

Bryan R. Olguin, Mayor

Russell Walkup, Mayor

Attest:

Kori Taylor, Clerk Administrator

Gayle A. Jones, Clerk Administrator

Dated this ___ day of _____, 2021

Dated this ___ day of _____, 2021