



COOPERATIVE AGREEMENT **FOR EMERGENCY MEDICAL SERVICES** Among Participating Agencies of the Enchanted Circle

TITLE

This agreement shall be known as “**The Enchanted Circle EMS Cooperative Agreement**”.

PURPOSE

This agreement is entered into by agencies with Emergency Medical Services responsibilities in the areas of Taos, Colfax and Mora counties popularly known as the Enchanted Circle, for the purpose of authorizing interagency assistance, in conjunction with the Enchanted Circle Fire and EMS Mobilization Guide (Mob Guide).

RECITALS

Whereas, all parties have responsibility to provide Emergency Medical Services in their respective jurisdiction’s; and

Whereas, each party’s responsibility includes planning for large scale EMS incidents that require resources beyond those normally available within their jurisdiction; and

Whereas, all parties desire to enter into an agreement that will provide for cooperative interagency assistance and response to large scale EMS incidents; and

Whereas, all parties recognize the need for an operating plan to coordinate interagency responses that is revised and updated periodically;

Now therefore, all the undersigned parties mutually agree to the following:

DEFINITIONS

For the purposes of this cooperative agreement, the following definitions shall apply:

Agency – Any municipal fire department, county fire district, certified ambulance service or organization responsible for providing emergency medical services located in Taos, Colfax or Mora counties.

Emergency Medical Services – The rescue and medical procedures performed by qualified personnel in circumstances of unanticipated medical crisis, which are intended to prevent loss of life or aggravation of physical or psychological illness or injury.

Incident – any occurrence which requires a response and action by trained emergency services personnel.

COOPERATIVE INTERAGENCY ASSISTANCE

Under the terms of this agreement, each agency agrees to supply personnel, equipment, and services to assist and aid any other participating agency as deemed necessary, subject to the availability of resources. It shall be the responsibility of any agency providing assistance under this Agreement, to assure that a capability to meet reasonably expected demand for emergency services in its jurisdiction be maintained. This need may be met by the “redistribution” of uncommitted resources to provide a regional response capability.

ENCHANTED CIRCLE FIRE AND EMS MOBILIZATION GUIDE

The agencies participating in this Agreement shall collectively implement and update annually the Enchanted Circle Fire and EMS Mobilization Guide. This Mob Guide will identify jurisdictional boundaries, available resources, and procedures for activating resources and dispatching resources, move up and coverage patterns and a directory of authorized agency representatives.

PERSONS AUTHORIZED TO SIGN THIS AGREEMENT

This Agreement shall be signed by a person or persons authorized to commit resources and bind the agency entering into this Agreement pursuant to the terms of this Agreement.

GOOD FAITH EFFORT

Each agency entering into this Agreement shall make a good faith effort to satisfy its obligations under this Agreement and associated operating plans in the Mob Guide.

REMUNERATION AND LIABILITY FOR RENDERED SERVICES

No party to this agreement shall be entitled to any reimbursement for all or any part of costs incurred by such party in furnishing interagency assistance as provided for in this agreement or associated operating plans. This prohibition does not waive, limit or deny the right of certificated ambulance services to charge patient care and transport fees as authorized by an approved tariff.

This agreement does not preclude agencies from entering into separate agreements with other individual agencies for services and compensation thereof. A party to this Agreement does not intend, by any provision or part hereof, to create any right to maintain a suit, claim or cause of action of any type whatsoever or however designated, by any individual or third party that is based upon, related to or arising out of any provision or provisions of this agreement. The agencies further agree that, by entering into this agreement, they do not waive their sovereign immunity, do not waive any defense(s) they may have or any limitation(s) of liability pursuant to the New Mexico Tort Claims Act or any other provision of law.

AMENDMENT

This agreement shall not be altered, changed or amended except in writing executed by all parties to the agreement.

TERM OF THIS AGREEMENT

This agreement shall become effective between signatory agencies at the time of signature, and shall continue in effect until June 30, 2020, at which time it shall automatically expire unless expressly renewed. Additional agencies may choose to enter into this agreement at any time.

TERMINATIONS

An agency’s agreement to comply with the terms and conditions of this Agreement may be withdrawn by any party upon notification to all other parties at least ninety (90) prior to the intended date of withdrawal.

APPLICABLE LAW

This agreement shall be governed by the laws of the State of New Mexico.

APPROVED:

Department/Agency: _____

By: _____

Title: _____

Signature: _____

Date: _____