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**MEMORANDUM OF AGREEMENT
BETWEEN
COUNTY OF SANTA FE
AND
THE CITY OF ALBUQUERQUE,
ALBUQUERQUE FIRE DEPARTMENT**

This Memorandum of Agreement (“MOA”) is made and entered into by and between the City of Albuquerque (the “City”) and the County of Santa Fe (“County”). The date of this Agreement shall be the date when it is executed by the City and the County, whichever occurs last.

WITNESSETH:

WHEREAS, the City through the Albuquerque Fire Department academy, Emergency Medical Services section, conducts a training program in Albuquerque for paramedics known as the Paramedic Training Academy;

WHEREAS, the County wishes to send Fire Department personnel to the City’s Paramedic Training Academy and the City is willing to accept the County paramedics as students in the Paramedic Training Academy;

WHEREAS, the County is also willing to provide at no cost to the City adjunct instructors from the County to participate and assist in City’s Paramedic Training Academy;

WHEREAS, the Albuquerque Fire Department and the County agree that their common goals for the emergency response system can be best met by a cooperative approach which involves the use of personnel and resources from the City and the County to address and enhance the paramedic needs of both agencies and the region;

WHEREAS, the City and County have developed and maintain capabilities to accomplish their respective responsibilities and they recognize the benefits of and the need for developing and maintaining personnel trained in advanced cardiac and life saving measures;

WHEREAS, the City and the County are authorized to enter into this Agreement;

WHEREAS, this Memorandum of Agreement (“MOA”) between the City and the County provides for the arrangement to have two County paramedics receive training at the City’s Paramedic Training Academy and to have the County provide adjunct instructors for the Paramedic Training Academy to assist the Albuquerque Fire Department during lab/proctor time.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Purpose

The purpose of this MOA is to set forth the duties of the parties with respect to the County sending paramedic candidates to be trained at the Albuquerque Fire Department's Paramedic Training Academy and the County's provision of certified instructors and adjunct instructors to assist at the City's Paramedic Training Academy.

2. Scope of Understanding and Responsibilities of the Parties

A. The County shall:

1. Arrange for paramedics candidates with the County Fire Department to attend the Albuquerque Fire Department's Paramedic Training Academy at a tuition cost of \$2,500 per student.
2. Provide, at no cost to the Albuquerque Fire Department ("AFD"), certified Instructor Coordinator(s) (IC), paramedic instructor(s), and adjunct instructors for a minimum of 120 hours per student not to exceed a total of 280 hours, for the Paramedic Training Academy to assist during lab/proctor time.
3. Provide for the use at the Paramedic Training Academy of one (1) EKG monitor with twelve lead capability, IV supplies and related consumable supplies as needed.
4. Prior to the training, provide a list of the certified instructors the County proposes to provide to the Paramedic Training Academy and indicate their availability. The County agrees that all instructors must attend an orientation at the Paramedic Training Academy in order to maintain consistency between instructors at the Academy.

B. The City shall:

1. Admit the County paramedic candidates as trainees at the Paramedic Training Academy at a tuition cost of \$2,500 per student. The AFD reserves the right to dismiss any participant or trainee from the Paramedic Training Academy due to disruptive behavior.
2. Provide a short orientation for the certified IC paramedic instructors and adjunct instructors provided by the County for the Paramedic Training Academy.

C. The City and County agree:

1. The AFD instructors shall be the lead instructors for the Paramedic Training Academy.

2. Any disputes shall be resolved in discussions between the personnel of the County Fire Department and the City of Albuquerque Fire Department, Paramedic Training Academy. If a resolution is not reached, the dispute shall be turned over to the County EMS Division Captain and the AFD EMS Division Chief. If a resolution is not reached by the EMS Division Captains, it shall be turned over to the AFD EMS Deputy Chief and the County Assistant Chief of Operations. The parties will address a dispute no later than five (5) working days after the dispute arises and the parties are aware of the dispute.
3. Academic problems at the Paramedic Training Academy will be addressed pursuant to the policies and procedures of the Paramedic Training Academy.
4. Any behavioral or disciplinary disputes involving the County paramedics or County instructors shall be addressed according to County policies and procedures.

3. Term

This MOA shall become effective upon the date of last execution by the parties, and shall expire one (1) year later, unless earlier terminated pursuant to Section 4 (Termination).

4. Termination

This MOA may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. Status of City and County

The City and the County are separate legal entities. The City's agents and employees are not employees or agents of the County. The County's agents and employees are not employees of the City.

6. Liability; New Mexico Tort Claims Act

By entering into this MOA, 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 in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The City and its "public employees" as defined in the New Mexico Tort Claims Act, and the County and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

7. Amendment

This Agreement shall not be altered, changed or amended except by amendment in writing executed by the parties hereto.

8. Notices

Any notices required to be given under this MOA shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Albuquerque:

Kevin O'Brien
Albuquerque Fire Department
Training Academy
11500 Sunset Gardens SW
Albuquerque, NM 87121

County:

Katherine Miller
Santa Fe County Manager
102 Grant Avenue
Santa Fe, NM 87504-0276

9. Conflict of Interest

Both parties warrant that they presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this MOA.

10. Assignment; Subcontracting

Neither party shall assign or transfer any interest in this MOA.

11. Release

Both parties release each other, their officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The parties agrees not to purport to bind each other to any obligation not assumed herein by the parties unless the parties have express written authority to do so, and then only within the strict limits of that authority.

12. Third Party Beneficiaries

By entering into this Agreement the parties do not intend to create any right, title, or interest in or for the benefit of any person other than the City and the County. No person shall claim any right, title, or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

13. Applicable Law

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

IN WITNESS WHEREOF, the parties set their hands.

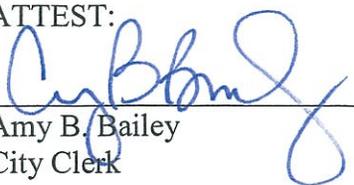
CITY OF ALBUQUERQUE



Date: 10/30/13

City Manager

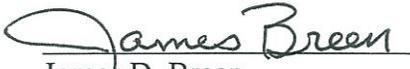
ATTEST:



Date: 10/31/2013

Amy B. Bailey
City Clerk

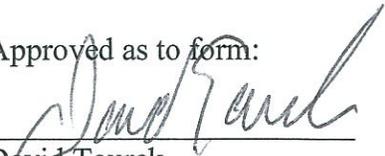
CITY OF ALBUQUERQUE FIRE DEPARTMENT



Date: 10-24-13

James D. Breen
Fire Chief

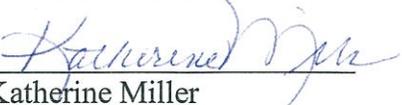
Approved as to form:



Date: 10/29/13

David Tourek
Albuquerque City Attorney DD

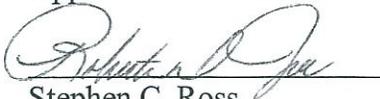
SANTA FE COUNTY



Date: 10.17.13

Katherine Miller
County Manager

Approved as to form:



Date: 8/30/13

Stephen C. Ross
County Attorney

Finance Department



Date: 9/4/13

Teresa C. Martinez
Director

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CITY OF ALBUQUERQUE
LEGAL DEPT.