



Agenda Item Number: 9-19-13.7A

**SANDOVAL COUNTY
BOARD OF COUNTY COMMISSIONERS**

Date of Commission Meeting: September 19, 2013

Division / Elected Office: Fire Department

Staff Contact: James Maxon, Fire Chief

Title of Item: Professional Services Agreement with Town of Bernalillo

Action Requested: Motion to Approve a Professional Services Agreement between Sandoval County and Town of Bernalillo for Ambulance Transport Services / \$100,000

Summary: Sandoval County has contracted with the Town of Bernalillo for ambulance transport services since 2005. This professional services agreement will continue the ambulance transport service that Sandoval County provides the Town of Bernalillo.

Attachments: Professional Services Agreement

FISCAL IMPACT

The Town of Bernalillo will pay Sandoval County \$100,000 for ambulance transport services. The contract is valid until July 1, 2014.

STAFF ANALYSIS SUMMARY

County Manager: Recommend Board of County Commission approval. PPR 09/12/2013

Initiating Elected Official / Division Director: Request approval JHM 9/10/13

Legal: Approved as to form. PFT 9/11/2013

Finance: Recommend Approval CCH 9/11/13

**PROFESSIONAL SERVICE AGREEMENT
BY AND BETWEEN
THE TOWN OF BERNALILLO AND
SANDOVAL COUNTY FIRE DEPARTMENT
TO PROVIDE AMBULANCE TRANSPORT SERVICES**

THIS PROFESSIONAL SERVICE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this 22 day of July, 2013 by and between the **Town of Bernalillo** (hereinafter referred to as the "Town"), and **Sandoval County Fire Department** (hereinafter referred to as the "Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. SCOPE OF WORK

The Contractor shall render the following professional services:

- A. Provide ambulance transport services to injured or sick persons located within the Town, inside the corporate limits of the Town. All services provided by the Contractor pursuant to this contract shall comply with the requirements of New Mexico Public Regulatory Commission New Mexico Motor Transportation Rules.
- B. The Contractor shall attach a current photocopy to this agreement of the Contractor's certificate to operate an ambulance service from the Public Regulatory Commission.
- C. A current list of personnel that are employed by the Contractor, as Emergency Medical Technicians licensed by the State of New Mexico shall be provided to the Town.
- D. The Contractor shall provide data for evaluation, which shall include number of calls, number of transports, fee schedules, current tariff rates, administrative costs, operating costs, reimbursements and collections.
- E. The contractor shall provide itemized invoices, and also provide its financial statements within sixty (60) days of the effective date of this agreement.

2. ADDITIONAL SERVICES

Provide Automatic Aid fire response on fire calls to the incorporated limits of the Town of Bernalillo.

3. COMPENSATION AND INVOICING

The Town shall pay to the Contractor services rendered the sum of \$100,000, including gross receipts tax, if applicable to be paid in four (4) equal payments of \$25,000.00 with due dates as follows:

July 1, 2013; October 1, 2013; January 1, 2014; and April 1, 2014. Payments shall be made after receipt of an invoice by the Contractor, and upon the Town's receipt of the information listed in Section 1.

4. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the date of last signatory and shall terminate on June 30, 2014 unless terminated pursuant to Paragraph 5, TERMINATION, of this Agreement. However, this agreement may be renewed for an additional one (1) year term upon the execution of a separate written agreement executed by all parties to this agreement pursuant to paragraph 15.

5. TERMINATION

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (90) 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.

6. INDEPENDENT CONTRACTOR

The Contractor, its agents and employees are independent contractors performing professional services for the Town, and are not employees or agents of the Town. Notwithstanding that the Contractor enters into and performs under this Agreement, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, or participate in any other benefits afforded to employees of the Town.

7. PERSONNEL

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the Town.

B. All services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Town.

9. SUBCONTRACTING

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Town.

10. RECORDS AND INSPECTIONS

The Contractor shall maintain detailed books, documents, accounting records and other evidence pertaining to services and costs incurred on providing all services identified in Paragraph 1, SCOPE OF WORK of this Agreement. Contractor shall make such materials available at their respective offices for inspection by the Town at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement.

11. INSURANCE

The Town is insured by the New Mexico Municipal League and the Contractor is insured by the New Mexico Association of Counties. Each entity is subject to the provisions of the New Mexico Tort Claims Act, as it may be amended from time to time. Neither entity shall require proof of further insurance from the other.

12. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, fees, royalties, and give all notices necessary and incidental to the due and lawful prosecution of the work.

13. RELEASE

The Contractor, upon final payment of the amount due under this Agreement, releases the Town, its officers, agents and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the Town to any obligation not agreed to herein unless the Contractor has express written authority from the Town to do so, and then only within the strict limitations of that authority.

15. AMENDMENT

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

16. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the Town, subject to the restrictions and requirements of the New Mexico Inspection of Public Records Act.

17. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Town shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other material prepared under this Agreement.

18. CONFLICT OF INTEREST

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

20. INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

22. APPLICABLE LAW

In providing the SCOPE OF WORK outlined herein, the Contractor shall comply with all applicable Federal, State of New Mexico and local government laws and ordinances. This Agreement shall be construed to be in accordance with the laws of the State of New Mexico.

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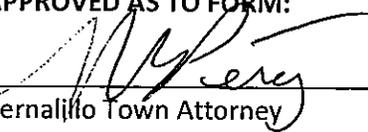
IN WITNESS WHEREOF, the parties have executed this Agreement this as of the date first written above.

TOWN OF BERNALILLO:



Jack Torres, Mayor

APPROVED AS TO FORM:



Bernalillo Town Attorney

ATTEST:



Bernalillo Town Clerk

**BOARD OF COMMISSIONERS
OF SANDOVAL COUNTY:**

Darryl Madalena, Chairman

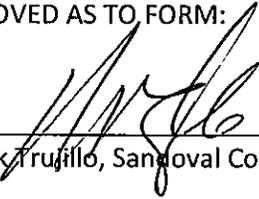
Nora M. Scherzinger, Vice Chairman

Orlando Lucero, Member

Don Chapman, Member

Glenn Walters, Member

APPROVED AS TO FORM:



Patrick Trujillo, Sandoval County Attorney

ATTEST:

Sally Padilla, County Clerk