



Agenda Item Number: 9-19-13.7B

**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 Jemez Pueblo

Action Requested: Motion to Approve a Professional Services Agreement between Sandoval County and Jemez Pueblo for Ambulance Transport Services / \$75,000

Summary: Jemez Pueblo Emergency Medical Services has provided ambulance transport services to the areas surrounding Jemez Pueblo for several years. Sandoval County Fire Department does not have transport ambulances near Jemez Pueblo.

Attachments: Professional Services Agreement

FISCAL IMPACT

Sandoval County will pay Jemez Pueblo \$75,000 for ambulance transport services. The agreement 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: Budget is established-Recommend Approval CCH 9/11/13

Professional Services Agreement

THIS AGREEMENT is made and entered into by and between the County of Sandoval, Hereinafter referred to as the "County", and the Pueblo of Jemez, hereinafter referred to as the "Contractor".

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WHEREAS, the services provided through this agreement are needed to protect the health, safety and welfare of residents in the Jemez Corridor area of Sandoval County.

WHEREAS, Contractor is ready willing and able to provide these services.

WHEREAS, this agreement allows the parties to jointly operate a common health care service.

WHEREAS, the County has determined that the arrangement will or is likely to reduce health care costs, improve quality of care or improve access to care for County residents.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1) SCOPE OF WORK

The Contractor shall render the following services:

- a) Ambulance transport services and related emergency medical care services as set forth in the Certificate of Public Convenience and Necessity granted by the New Mexico Public Regulatory Commission to all areas covered by Sandoval County within the Jemez Valley which include the Jemez Valley north of the Jemez Pueblo EMS district including the unincorporated areas of the Jemez Valley, the Village of Jemez Springs, north on State Road 4 to the Sandoval County / Los Alamos county line, Highway 550 from Zia Pueblo to points north and outside Highway 550 as necessary for mutual aid and north on State Road 126 to mile marker 25. The contractor will provide intercept services for Cuba Fire Department, Regina Volunteer Fire District and Torreon Volunteer Fire District as requested by the Sandoval County Regional Emergency Communications Center (SCRECC). The contractor will not be required to respond north or west of the San Luis turnoff on Highway 550. Responses into Cuba, Torreon, Regina and areas north will be at the contractor's discretion. All services provided by the Contractor shall comply with the requirements of the Public Regulatory Commission 18 NMAC 4.3.
- b) When, Sandoval County Fire Department Paramedic Units are not available, provide mutual aid to the Cuba area as needed for ambulance transport services and related emergency medical care services.

- c) Shall attempt to recruit volunteers to be trained as local first responders for fire and emergency medical calls in conjunction with the Sandoval County Emergency Services Study, Evaluation and Report.
 - d) 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.
 - e) 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 County.
 - f) The Contractor shall provide data for evaluation which shall include financial needs. Number of calls, number of transports, fee schedules, current tariff rates, administrative costs, operating costs, reimbursements and collections for the past fiscal year.
- 2) The County shall render the following services:
- a.) Ambulance transport services and related emergency medical care services as set for the in the Certificate of Public Convenience and Necessity granted by the Public Regulatory Commission to all areas covered by Jemez Pueblo EMS which include the lower Jemez Valley south of the Jemez Pueblo EMS district including the unincorporated areas of the Jemez Valley, the Village of San Ysidro and Pueblo of Zia when the Jemez Pueblo EMS is not available and/or requested by the Sandoval County Regional Communications Center for mutual aid. All services provided by the County shall comply with the requirements of the Public Regulatory Commission 18 NMAC 4.2.
 - b.) Provide initial and continuing fire and EMS training at minimal or no cost to the Emergency Response Departments of the Jemez Valley when funding is available to assist in complying with the recommendations of the Sandoval County Emergency Services Study, Evaluation and Report.
- 3) **COMPENSATION:**

The County shall pay to the Contractor in full payment for services to be rendered during fiscal year 2012-2013 the sum of \$75,000.00, including gross receipts tax, if applicable. The County shall pay the Contractor as quickly as is reasonably possible after satisfactory receipt of the documentation set forth in items (d), (e) and (f) in Paragraph 1 (SCOPE OF WORK) above and a detailed invoice. Satisfactory documentation shall be determined within the sole discretion of the County. Contractor will provide this documentation no later than sixty (60) days after all parties have approved this Agreement. A one-time payment, up to \$75,000, shall be made by the County at the beginning of the County Fiscal year after receipt of the invoice and the above-referenced documentation from the Contractor. This payment shall be used by the contractor to assist the contractor in payment of salary and benefits for one full-time EMT-Intermediate and such other operational expenses incurred by the contractor in providing this service to the County.

4) TERM

This agreement shall become effective on the date of execution of this Agreement by all parties and shall terminate on June 30, 2014, unless terminated pursuant to Paragraph 5, below. However, this agreement may be renewed for an additional one (1) year 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 (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.

6) STATUS OF CONTRACTOR

The Contractor and his agents and employees are independent contractors performing professional services for the County, and are not employees of the County. The Contractor and his agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County.

7) 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 County.

8) SUBCONTRACTING

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

9) LIABILITY AND INSURANCE

It is expressly understood and agreed by and between the parties hereto that the Contractor shall hold the County harmless for all losses, damages, claims, or judgments on account of any suit, judgment, execution, claim, action, omission or demand whatsoever resulting from Contractor's actions or inactions under this agreement. The Contractor must provide proof of liability insurance in the amounts required under the New Mexico Tort Claims Act, as amended. Such insurance policy shall name the County as an additional insured.

10) RECORDS AND AUDIT

The Contractor shall maintain detailed records of all services identified in Scope of Work. The County shall have the right to inspect all records and to audit billings both before and

after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments.

11) RELEASE

The Contractor, upon final payment of the amount due under this Agreement, releases the county, 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 County to any obligation not agreed to unless the contractor has express written authority from the County to do so, and then only within the strict limitations of that authority.

12) 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 County.

13) PRODUCT OF SERVICES: COPYRIGHT

All materials developed by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County as provided for in this Agreement, but no later than the termination date of this Agreement. Nothing produced, in whole or part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on the behalf of the Contractor.

14) CONFLICT OF INTEREST

The Contractor warrants that it 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.

15) AMENDMENT

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

16) ADDITIONAL SERVICES

The parties agree that all tasks set forth in the Scope of Work, Paragraph 1 of this Agreement, shall be completed in full, to the satisfaction of the County, for the amount set forth in Paragraph 2.

17) SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this written Agreement. No prior agreement, covenant or

understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

18) COUNTY OBLIGATION

The County shall designate the County Manager or designee to act as liaison between the County and the Contractor.

19) APPLICABLE LAW

This Agreement shall be governed by the Ordinances of the County of Sandoval and the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of _____, 2013

Pueblo of Jemez



Vincent Toya, Governor

Pueblo of Jemez
Contractor Federal ID
85 - 0213473

Sandoval County Board of Commissioners

Darryl Madalena,
Chairman

Nora Scherzinger
Vice Chair

Orlando J. Lucero

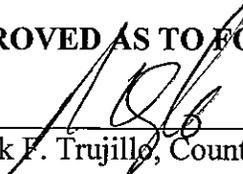
Don Chapman

ATTEST:

Eileen Garbagni, County Clerk

Glenn Walters

APPROVED AS TO FORM:



Patrick F. Trujillo, County Attorney