



MEMORANDUM OF AGREEMENT (MOA)
Enchanted Circle Emergency Medical Services
(ECEMS) Board
July 1, 2005 through June 30, 2010

MEMORANDUM OF AGREEMENT

WHEREAS, there is a need to coordinate local emergency medical services in north central New Mexico; and,

WHEREAS, there is also a need to share resources, training, education and equipment among the emergency medical service organizations in north central New Mexico; and,

WHEREAS, there is a need to create an organization to allow the emergency medical service agencies to work and plan together.

NOW, THEREFORE, the undersigned emergency medical services agree to participate as Enchanted Circle Emergency Medical Services (ECEMS) members under the following terms and conditions:

1. Each emergency medical service organization (hereinafter referred to as “agency”) shall pay a fee for membership in the ECEMS by July 1st of each year in an amount to be determined on an annual basis prior to July 1st by majority vote of the membership in attendance at the May meeting.
2. In order to be a member, an organization must provide emergency medical services within north central New Mexico, sign this Agreement or a copy thereof and pay the membership fee.
3. The Town of Red River will act as the fiscal agent for ECEMS and will provide to the membership an annual accounting of all receipts and disbursements. A majority vote of the members in attendance at any monthly meeting is required to approve the expenditure of any funds.



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4. A meeting will be held each month. The date of the next meeting will be posted on the ECEMS web site, ecems.org. Additional meetings may be called, when necessary, by the chair, notifying each member of the meeting by telephone, fax or by e-mail.

5. A majority vote of all members is required to disband ECEMS and terminate this Agreement. In the event ECEMS is disbanded, any funds remaining will be distributed to the membership in equal shares.

6. Any agency may withdraw from membership at any time by giving 30 days written notice to ECEMS. In the event that an agency does withdraw, no membership fees will be refunded and the agency will not be entitled to any share upon the disbanding of ECEMS.

7. The agencies agree that, by entering into this Agreement and by becoming a member of the ECEMS, they do 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.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date set forth below.

Agency: _____

By: _____

Title: _____

Dates: _____