

MEMORANDUM OF AGREEMENT (MOA)

AMONG

**THE TOWN OF TAOS
THE VILLAGE OF TAOS SKI VALLEY
THE VILLAGE OF ANGEL FIRE
THE VILLAGE OF EAGLE NEST
THE TOWN OF RED RIVER
THE VILLAGE OF QUESTA
THE COUNTY OF TAOS**

FOR THE CREATION OF

**“THE ENCHANTED CIRCLE REGIONAL FIRE PROTECTION
ASSOCIATION”**

THIS AGREEMENT IS ENTERED into by and between the Town of Taos, the Village of Taos Ski Valley, the Village of Angel Fire, the Village of Eagle Nest, the Town of Red River, the Village of Questa, and the County of Taos.

RECITALS:

- A. All parties to this agreement are local governments as defined under the laws of the State of New Mexico.

- B. All parties to this Agreement are located within a geographic region of the State of New Mexico known as the Enchanted Circle.

- C. The control of structural and wildland fires within the individual and collective jurisdictions of all parties is essential to protect public safety , community infrastructure, and natural resources, and has been determined to be in the best interest of each party;
- D. The control of fires may require the mobilization of firefighting personnel and equipment beyond the capability of any one party acting alone;
- E. Joint training programs among the firefighting agencies of all the parties has been determined to be essential to develop interagency coordination and efficiency, and to enhance firefighter and public safety.
- F. Cooperative purchasing programs among the member governments may reduce costs and improve efficiency of expenditure of public funds.
- G. Each party desires to enter into a Memorandum of Agreement to establish the Enchanted Circle Regional Fire Protection Association, for the purpose of providing cooperative fire suppression services, cooperative firefighter training programs, and cooperative purchasing of firefighting equipment and supplies.

THEREFORE, all parties mutually agree to establish, implement and maintain a regional fire protection association to be known as “The Enchanted Circle Regional Fire Association”.

GENERAL PROVISIONS:

1. **EACH PARTY SHALL:**

- a. Appoint a delegate to represent the local government on the Board of Directors of the Enchanted Circle Regional Fire Protection Association.
- b. Pay an annual membership fee to the Association in an amount determined annually by the Association Board of Directors. The membership fee for the initial year of operation, and for the two subsequent years of operations shall be \$150 per member per year. Payment shall be due not later than September 30 of each year.

2. **THE PARTIES, ACTING JOINTLY THROUGH THEIR DELEGATES, SHALL:**

- a. Establish a Board of Directors of the Association, made up of the official delegates of each party;
- b. Elect annually from the membership of the Board of Directors a Chairman, a Vice Chairman, and a Secretary for the Association, to serve one year terms beginning July 1 of each year, and ending June 30 of the following year;
- c. Develop and agree upon an Annual Operating Plan, which will establish procedures for multi-jurisdictional mobilization, organization, and utilization of firefighting resources;
- d. Annually review and, upon mutual agreement, modify the Operating Plan no later than September 30 of each year;
- e. Develop and implement an annual regional training program;
- f. Identify cooperative purchasing opportunities for the purpose of costs savings and standardization of equipment.

3. **THE TOWN OF TAOS SHALL:**

- a. Act as the fiscal agent for the association, and in such capacity shall receive, hold, and account for all Association funds.
- b. Expend funds on behalf of the association as directed by the Association Board of Directors in accordance with New Mexico Public Purchasing Law.

4. **LIMITATIONS IN THE SCOPE OF THIS AGREEMENT:**

This Agreement does not cover the use of each local government's firefighting resources operating within their home jurisdictions. Nor does it preclude the development of separate MOAs or mutual aid agreements by the individual parties for cooperative fire protection purposes within their own jurisdictions.

5. **NON-REIMBURSEMENT FOR SERVICES:**

When firefighting personnel and/or equipment are requested by any party to this agreement from any other party to this agreement, no reimbursement for services rendered will be required or expected.

6. **LIABILITY FOR SERVICES:**

A party to this Agreement shall not be responsible for liability incurred as a result of another party's acts or omissions in connection with the operation or implementation of this Agreement. Each party shall be solely responsible for the acts or omissions of its officers, employees or agents, to the same extent and limits that such party is responsible under applicable law. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.

7. **TERMINATION:**

Any party to this agreement may terminate their participation in the agreement by providing written notice to all other parties at least sixty days prior to the intended date of withdrawal.

8. **TERM:**

This agreement shall not become effective until signed by all parties. This Agreement shall remain in full force and effect perpetually, unless terminated under the provisions of Paragraph 7 above.

9. **RETURN OF FUNDS:**

If, at the termination and withdrawal from this Agreement by all parties, any funds held by the designated fiscal agent belonging to any of the other parties shall be returned in proportion to the parties original contribution.

10. **ADMENDMENTS:**

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by all parties, provided however that nothing in this paragraph shall prevent modification of the Annual Operating Plan by agreement the Association's Board of Directors.

11. **SCOPE OF AGREEMENT:**

This Agreement and the Annual Operating Plan adopted in accordance with it shall incorporate all agreements and understandings between the parties concerning the subject matter hereof, and no other promises or understandings shall be binding unless embodied

in this Agreement, the Annual Operating Plan, or the formally adopted amendments to either.

12. **AGREEMENT LIMITED TO THE SIGNATORY PARTIES:**

This Agreement shall not be construed to inure to the benefit of parties not signatory hereto, and nothing in this Agreement shall be construed as affecting liability or any immunity to persons or entities not signatory hereto.

13. **EQUAL OPPORTUNITY:**

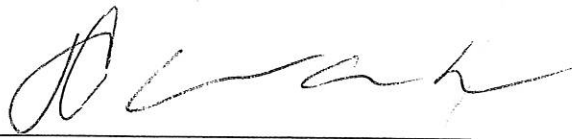
The extension of benefits under the provisions of this agreement shall be without discrimination as to race, color, creed, sex or national origin.

14. **APPLICABLE LAW:**

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

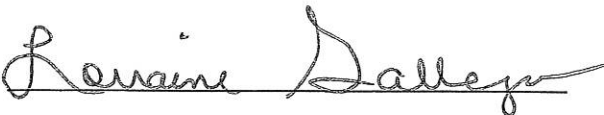
IN WITNESS HEREOF, the parties have executed this Agreement as of the 19 day of December, 2001.

For the Town of Taos

By 

Mayor

Attest:





For the Village of Taos Ski Valley

By *[Signature]*
Mayor

Attest:

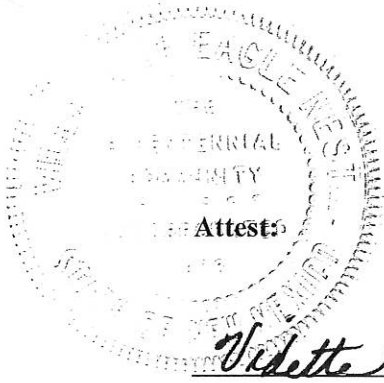
Vanessa N. Chisholm



For the Village of Angel Fire

By *[Signature]*
Mayor

[Signature]



For the Village of Eagle Nest

By *John D. Dake*
Mayor 12/06/01

Vidette Kemmerer

For the Town of Red River

By *[Signature]*
Mayor

Attest:

Judy Brunson

For the Village of Questa

By M. Delgado-Rael
Mayor

Attest:

Debbie R. Maes

For the County of Taos

By Gabriel A. Gomez
Chairperson
11/29/01



Juanette Solari