

EMSI FACULTY CONTRACT

This EMSI Faculty Contract ("Contract") is entered into by and between Santa Fe Community College ("SFCC") and the City of Santa Fe Fire Department ("SFFD") and together with SFCC "the Parties", effective as of the date of the signature of the Party that is last to sign this Contract.

Recitals.

A. SFCC operates the Emergency Medical Services Institute ("EMSI"), an accredited EMS training institution and curriculum.

B. SFFD utilizes EMSI to train its employees as paramedics, and provides additional support to EMSI as a clinical and internship site for SFCC students during their training.

C. SFFD personnel spend thousands of hours each year training SFCC students to perform as EMTs.

D. SFCC needs qualified instructors to staff EMSI.

NOW, THEREFORE, in consideration of the terms, covenants, and conditions hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. Staffing.

1. SFFD will assign qualified personnel to serve as paramedic instructors for the following EMSI courses in the spring, summer, and fall semesters of 2018:

- EMSI 242, Prehospital Pharmacology
- EMSI 242L, Prehospital Pharmacology Lab
- EMSI 243, Respiratory Emergencies
- EMSI 243L, Respiratory Emergencies Lab
- EMSI 244, Trauma Emergency Care
- EMSI 244L, Trauma Emergency Care Lab
- EMSI 248, OB/GYN Emergencies
- EMSI 248L, OB/GYN Emergencies Lab
- EMSI 249, Pediatric Emergencies
- EMSI 249L, Pediatric Emergencies Lab
- EMSI 250, Medical Emergencies
- EMSI 250L, Medical Emergencies Lab
- EMSI 251, Cardiac Emergencies
- EMSI 251L, Cardiac Emergencies Lab

2. SFFD personnel shall cover six hundred sixteen (616) classroom hours at EMSI. These hours are 9:00 am – 5:00 pm on Monday, Wednesday, and Friday, from February

19, 2018 through December 14, 2018. Instructors shall also prepare adequately for classroom teaching and offer a minimum of eight office hours weekly that are posted sufficiently to give students notice of the instructor's availability.

3. SFFD's Training Division and Training Officer Eli Frick will collaborate with EMSI Program Director Sahaj Khalsa to choose the SFFD personnel assigned to serve as primary paramedic instructors. All assigned personnel shall be approved by the EMSI Program Director and meet all relevant requirements for Paramedic Educators promulgated by the New Mexico Joint Organization on Education and the Committee on Accreditation of Educational Programs for Emergency Medical Services Professions.

4. The EMSI Program Director shall retain ultimate control and authority over the Paramedic curriculum. If the assigned SFFD personnel are not meeting SFCC's and EMSI's expectations, the EMSI Program Director and the SFFD Training Officer will provide appropriate feedback and work towards a solution, which may be the assignment of a different SFFD employee.

B. Payment.

1. SFCC will pay to SFFD Fifty-Four Thousand Dollars (\$54,000), in three equal installments of Eighteen Thousand Dollars (\$18,000) at the end of each of the spring, summer, and fall semesters of 2018. SFFD will use these funds as a targeted overtime budget to compensate SFFD for providing personnel to serve as SFCC instructors. These funds shall cover all classroom hours, preparation time, and office hours provided by SFFD personnel.

2. All SFFD personnel who serve as EMSI instructors shall remain SFFD employees and shall not be considered SFCC adjunct faculty or employees for any purpose other than teaching the assigned courses as part of this Contract. SFCC shall not be responsible for payment to individual SFFD personnel for any time spent or work performed as EMSI instructors under the terms of this Contract.

C. Term. This Contract shall terminate on December 31, 2018, unless renewed by mutual agreement of the parties. This Contract may be terminated by either party upon thirty days' written notice to the other party.

D. Insurance. The parties shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. Each party shall furnish the other party with proof of insurance of its compliance with the provisions of this section as a condition prior to performing services under this Contract.

E. Miscellaneous.

1. Counterparts. This Agreement may be executed in several original counterparts, each of which and all together will constitute this Agreement in its entirety.

2. Headings. The headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation hereof.

3. No Joint Venture or Partnership. Nothing contained in this Agreement and no act by either Party in the performance of, or in any way related to, this Agreement will be construed to create or evidence in any manner any employment, partnership, agency or joint venture relationship between the Parties to this Agreement.

4. Governing Law. This Contract will be governed by and construed in accordance with the laws of the State of New Mexico. Any liability incurred by either party in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, *et seq.* The City, SFCC, and their "public employees," as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision of this Contract modifies or waives any provision of the Tort Claims Act.

5. Third-Party Beneficiaries. By entering into this Contract, 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 SFCC. No person shall claim any right, title, or interest under this Contract or seek to enforce this Contract as a third-party beneficiary of this Contract.

6. Severability. In case any one or more of the provisions contained in this Contract or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

7. Time is of the Essence. Time is of the essence of this Contract.

8. Consent of Parties to this Contract. If any provision of this Contract provides for the consent of a Party to this Contract, such consent will not be unreasonably withheld unless stated otherwise in this Contract.

9. Entire Agreement; Modification and Waiver. This Contract embodies the entire agreement between the Parties and cannot be varied except by the written agreement of the Parties. No modification, amendment, discharge or change of this Contract will be valid unless the same is in writing and signed by both Parties. No waiver will be valid unless the same is in writing and signed by the Party against which the enforcement of such waiver is or may be sought. The waiver by a Party of any breach of this Contract or of any full or partial condition for performance hereunder will not operate or be construed to be a waiver of any subsequent breach or condition.

SANTA FE COMMUNITY COLLEGE

By: Cecilia Cervantes
by M. J. Jensen
Name: Cecilia Cervantes

Title: President

Date: 6-6-18

CITY OF SANTA FE FIRE DEPARTMENT

By: EJ
Name: Erik Litzenberg

Title: Interim City Attorney

Date: 5/25/18

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
all

APPROVED AS TO FORM:

MDU 5/21
GENO ZAMORA,
INTERIM CITY ATTORNEY

APPROVED:

Kent DeYoung all
KENT DEYOUNG,
INTERIM FINANCE DIRECTOR