

City of Las Cruces[®]

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 3 Ordinance/Resolution# 12-075

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of November 7, 2011
(Adoption Date)

TITLE: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES, ON BEHALF OF THE FIRE DEPARTMENT, TO ACCEPT AN AGREEMENT FOR FIRE DEPARTMENT SERVICES WITH THE NEW MEXICO SPACEPORT AUTHORITY, TO ACCEPT FUNDING FOR PROVISION OF FIREFIGHTER PERSONNEL AND APPARATUS, TO RATIFY THE ACCEPTANCE OF THE AGREEMENT AND FUNDING BY THE CITY MANAGER, AND TO ADJUST THE CITY OF LAS CRUCES FY 2012 BUDGET FOR THE AMOUNT OF \$18,819.58, WITH NO MATCH REQUIRED.

PURPOSE(S) OF ACTION:

To accept funding and enter into an agreement for firefighter services.

COUNCIL DISTRICT: 1		
<u>Drafter/Staff Contact:</u> S. Nicole Williams	<u>Department/Section:</u> Financial Services / Grants Administration	<u>Phone:</u> 541-2716
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Las Cruces Fire Department (LCFD) provided services for the New Mexico Spaceport Authority from October 16, 2011 through October 20, 2011. Services included firefighter standby services (overtime hours) use of apparatus and diesel fuel. This agreement authorizes reimbursement for these expenses.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", New Mexico Spaceport Authority Agreement.
3. Exhibit "B", Documentation of Expenses.
4. Exhibit "C", Budget Adjustment.

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input type="checkbox"/>	See fund summary below
	No	<input checked="" type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____
		<input checked="" type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.
Does this action create any revenue?	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: <u>1000-Gen Fund-Spaceport Authority Program</u> in the amount of <u>\$18,819.58</u> for <u>FY12</u> .
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

Prior to this action, \$4,000 had already been budgeted for this event in the General Fund, Account #1000. This action will allow for a budget adjustment of \$14,819.58 to reflect the total amount of funding for the amount of \$18,819.58 from the New Mexico Spaceport Authority for reimbursement for backup services, equipment and fuel provided by LCFD.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
General Fund	Various	\$18,819.58	\$18,819.58	\$0	N/A

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will authorize the agreement with the New Mexico Spaceport Authority for reimbursement of overtime expenses, apparatus and fuel.
2. Vote "No"; this will prevent LCFD from receiving needed reimbursement for services already provided.
3. Vote to "Amend"; this could affect LCFD's ability to receive reimbursement funds, as services have already been provided.
4. Vote to "Table"; this is not an option, as services were provided October, 19, 2011.

REFERENCE INFORMATION:

N/A

RESOLUTION NO. 12-075

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES, ON BEHALF OF THE FIRE DEPARTMENT, TO ACCEPT AN AGREEMENT FOR FIRE DEPARTMENT SERVICES WITH THE NEW MEXICO SPACEPORT AUTHORITY, TO ACCEPT FUNDING FOR PROVISION OF FIREFIGHTER PERSONNEL AND APPARATUS, TO RATIFY THE ACCEPTANCE OF THE AGREEMENT AND FUNDING BY THE CITY MANAGER, AND TO ADJUST THE CITY OF LAS CRUCES FY 2012 BUDGET FOR THE AMOUNT OF \$18,819.58, WITH NO MATCH REQUIRED.

The City Council is informed that:

WHEREAS, the New Mexico Spaceport Authority requested Aircraft Rescue and Firefighting (ARFF) services from the Las Cruces Fire Department for Spaceport operations held October 16, 2011 through October 20, 2011; and

WHEREAS, the Las Cruces Fire Department and the New Mexico Spaceport Authority entered into an Agreement for Fire Department Services for the provision of and reimbursement for said services; and

WHEREAS, the Agreement for Fire Department Services provides for reimbursement of overtime firefighter services expenses, apparatus costs and diesel fuel; and

WHEREAS, the City Manager has provided authorization to enter into the Agreement for Firefighter Services and for the receipt of reimbursement for ARFF services provided.

NOW, THEREFORE, be it resolved by the governing body of the City of Las Cruces:

(I)

THAT the Las Cruces Fire Department is hereby authorized to accept reimbursement for the ARFF services provided to the New Mexico Spaceport Authority from October 16, 2011 through October 20, 2011.

(II)

THAT City Council ratifies the City Manager's signature on the Agreement for Firefighter Services.

(III)

THAT the City of Las Cruces FY 2012 budget is hereby adjusted as designated in Exhibit "C", attached hereto and made part of this resolution.

(IV)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 2011.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

VOTE:

Mayor Miyagishima:	_____
Councillor Silva:	_____
Councillor Connor:	_____
Councillor Pedroza:	_____
Councillor Small:	_____
Councillor Sorg:	_____
Councillor Thomas:	_____

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:



City Attorney

AGREEMENT FOR FIRE DEPARTMENT SERVICES

This Agreement is entered into on this 7th day of October, 2011, between the FIORE INDUSTRIES ("Contractor") and the CITY OF LAS CRUCES ("City") on behalf of its FIRE DEPARTMENT ("Department") and with the approval of the NEW MEXICO SPACEPORT AUTHORITY.

RECITALS:

1. The Contractor and the City desire to enter into an agreement for firefighting services by which the City will allow its firefighters to provide firefighting services at the Spaceport America during the scheduled hours listed below.
2. The Contractor is willing to pay for such firefighting services to be performed by firefighters in accordance with terms set forth herein.
3. The Contractor is willing to pay fuel and apparatus (fire trucks and equipment) use charges for apparatus deployed to Spaceport America in accordance with terms set forth herein.
4. New Mexico Spaceport Authority has authorized its contractor to temporarily obtain firefighting services from the City.

AGREEMENTS:

NOW, THEREFORE, the parties mutually agree as follows:

1. Scope of Agreement:

Contractor Agrees:

- To pay the City for the Las Cruces firefighting crews which will be staged at Spaceport America.
- To pay the City for the fuel and use of apparatus used by the firefighting crew
- To provide adequate housing for 24 hour coverage
- To provide communication equipment for use between the Contractor and the Department
- To provide on-site meal service
- To add the City of Las Cruces and its personnel to the Contractor's liability insurance policy as an additional insured, with minimum policy limits of one million dollars for bodily injury and property damage and to furnish the City a copy of such endorsement listing the City as an additional insured.

Department Agrees:

- To provide four (4) firefighters during operational hours. These firefighters will respond to emergencies immediately upon notification by the Contractor, for the purpose of rescue and property conservation.
- To provide a fire engine with the ability to produce 3,000 gallons of AFFF foam/water solution. The engine is designed to be used only on pavement and smooth hard-packed roads.

2. Payment

The Contractor shall pay the total cost of the department's service. The Contractor will pay the City \$195.00 per hour for firefighting standby and travel time plus additional fuel costs and mileage. Contractor will pay the hourly rate commencing when the fire truck departs its assigned station with crew and ending with the fire truck returns to its assigned station. Based on the shift work in replacing fire crews, there will also be apparatus charge for shuttle vehicle. This fee is calculated based on the following rates:

- \$45/hour per Firefighter (4 firefighters) = \$180/hr
- Apparatus = \$15.00/hour
- Actual fuel costs (receipts will be provided) = approximately \$300
- Mileage fee of \$0.55 per mile = \$808.50

Payment shall be made to the City of Las Cruces within thirty (30) days of receipt of an itemized statement from the City's Finance Division.

3. Term:

This Agreement shall become effective as soon as approved by the respective parties. It is anticipated that the support will commence on ~~10.01~~ and shall remain in effect until firefighting crews arrive back in Las Cruces on October 20, 2011. Any and all amendments to this Agreement shall be made in writing and shall be agreed to and executed by the representative parties before becoming effective.

4. **Amendments:**

Any amendments to the Agreement must be mutually agreed upon in writing between the parties.

5. **Other Agreements:**

This Agreement incorporates all of the understandings between the parties concerning firefighting services, and all such understandings have been merged into this Agreement. No prior understanding, whether verbal or written, shall be valid or enforceable unless included in this Agreement.

6. **Indemnification:**

Contractor agrees to indemnify the City and its personnel for all and any claims concerning the City's acts or omissions related to this contract including but not limited to damages and attorney fees. City does not waive any defenses and is subject to the immunities and limitations of the New Mexico Tort Claims Act.

7. **Applicable Law:**

This Agreement shall be governed by the laws of the State of New Mexico. The parties agree that jurisdiction and venue lay in Dona Ana County, New Mexico, should litigation arise out of the subject matter of this contract.

8. **Mediation:**

Contractor and City both agree to mediate all and any disputes before bringing an action in the District Court concerning enforcement of this agreement

9. **Assignment:**

Neither party shall assign any of their rights or responsibilities under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld.

10. **Termination:**

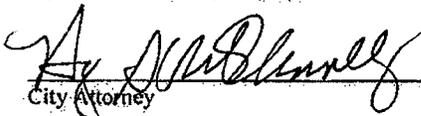
This Agreement may be terminated by either party on three (3) days advance written notice to the other party.

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

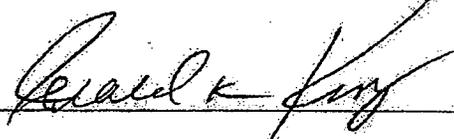
CITY OF LAS CRUCES
ON BEHALF OF ITS FIRE DEPARTMENT

By 
Robert Garza, City Manager

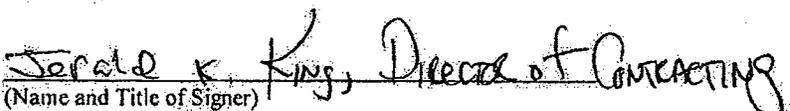
APPROVED AS TO FORM:


City Attorney

CONTRACTOR

By 

Fiore Industries
Name of Contractor


(Name and Title of Signer)

APPROVED:

NEW MEXICO SPACEPORT AUTHORITY

By  Operations Manager

(Name and Title of Signer)

City of Las Cruces - Fire Department
 Itemized Charges for Spaceport America Standby
 10/23/2011 through 10/26/2011

Date	Description	Quantity	Hours	Rate	Cost
10/16/2011	Travel Time (standby crew)	4	2.0	\$45.00	\$360.00
10/16/2011	Travel Time (shuttle driver)	1	5.0	\$45.00	\$225.00
10/16/2011	Aircraft briefing	2	2.0	\$45.00	\$180.00
10/16/2011	Fire and EMS coverage	4	14.0	\$45.00	\$2,520.00
10/16/2011	Apparatus Charge	1	17.5	\$15.00	\$262.50
10/17/2011	Travel Time (standby crew)	8	2.5	\$45.00	\$900.00
10/17/2011	Fire and EMS coverage	4	24.0	\$45.00	\$4,320.00
10/17/2011	Apparatus Charge	1	24.0	\$15.00	\$360.00
10/18/2011	Travel Time (standby crew)	8	2.5	\$45.00	\$900.00
10/18/2011	Fire and EMS coverage	4	24.0	\$45.00	\$4,320.00
10/18/2011	Apparatus Charge	1	24.0	\$15.00	\$360.00
10/19/2011	Travel Time (standby crew)	4	2.0	\$45.00	\$360.00
10/19/2011	Travel Time (shuttle driver)	1	5.0	\$45.00	\$225.00
10/19/2011	Fire and EMS coverage	4	12.0	\$45.00	\$2,160.00
10/19/2011	Apparatus Charge	1	14.0	\$15.00	\$210.00
	Mileage	1470	n/a	\$0.55	\$808.50
	Vehicle Fuel	102.9	n/a		\$348.58
Total					\$18,819.58

EXHIBIT "C"

**CITY OF LAS CRUCES
ADOPTED BUDGET FY 2011/2012**

FUND				
General Fund 1000				
	FY 2010/11 Projected*	FY 2011/12 Adopted	Adjustment	FY 2011/12 Adjusted
BEGINNING BALANCE	\$ 17,278,821	18,383,384		18,383,384
REVENUES				
Gross Receipts Taxes	\$ 56,402,000	57,192,000		57,192,000
Property Taxes	9,192,440	9,090,849		9,090,849
Franchise Fees	2,943,934	2,950,193		2,950,193
Administrative Transfers	3,094,086	3,043,063		3,043,063
Police Fines	1,079,949	1,096,148		1,096,148
Subdivision Fees	145,650	150,020		150,020
All Other Revenues	6,707,606	5,836,244	14,820	5,851,064
TOTAL REVENUES	\$ 79,565,665	79,358,517	14,820	79,373,337
TOTAL RESOURCES	\$ 96,844,486	97,741,901	14,820	97,756,721
EXPENDITURES				
Administration	\$ 1,933,514	2,667,840		2,667,840
Community Development	1,775,405	1,867,652		1,867,652
Facilities	11,622,090	13,187,784		13,187,784
Financial Services	3,055,777	3,118,658		3,118,658
Fire	8,754,140	8,801,841	18,820	8,820,661
Human Resources	921,206	1,432,162		1,432,162
Information Technology	2,740,284	3,866,447		3,866,447
Judicial	1,115,965	1,553,424		1,553,424
Legal	1,479,475	1,201,226		1,201,226
Legislative	776,925	831,657		831,657
Police	18,935,958	18,826,855		18,826,855
Public Services	5,569,731	5,853,822		5,853,822
Public Works	5,261,604	5,709,633		5,709,633
Reserves	1,828,141	2,861,402	0	2,861,402
Transfers	12,690,887	11,997,581	0	11,997,581
Total General Fund Expenditures	\$ 78,461,102	83,777,984	18,820	83,796,804
Adjustment due to change in accruals.	0	0		0
ENDING BALANCE	\$ 18,383,384	13,963,917	(4,000)	13,959,917
Required 1/12th Reserve	6,538,425	6,981,499	1,568	6,983,067
UN-RESERVED ENDING BALANCE	\$ 11,844,959	6,982,418	(5,568)	6,976,850

*Projected based on 8 months actual through February 28, 2011 and 4 months projected.