

City of Las Cruces®

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Council Action and Executive Summary

Item # 1 Ordinance/Resolution# 12-112

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of January 17, 2012
(Adoption Date)

TITLE: A RESOLUTION RATIFYING THE CITY MANAGER'S APPROVAL OF A SERVICES AGREEMENT BETWEEN THE CITY OF LAS CRUCES, ON BEHALF OF ITS FIRE AND POLICE DEPARTMENTS, AND THE UNITED STATES NAVY AND TO ADJUST THE FY 2012 BUDGET.

PURPOSE(S) OF ACTION:

To ratify the City Manager's approval of a services agreement and adjust the FY 2012 budget.

COUNCIL DISTRICT: ALL		
<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:

In 2002, 2003, 2004, 2007 (twice), 2008, 2010 and 2011; the United States Navy (NAVY) entered into service agreements with the City of Las Cruces (City), on behalf its Fire and Police Departments (Departments), for Aircraft Rescue and Firefighting (ARFF) / Police services. Under the agreements, the Departments provided firefighter and police personnel on an overtime basis to provide ARFF and police services at the Las Cruces International Airport (LCIA) during Navy training exercises.

Typically, Navy training is conducted here in Las Cruces at the LCIA January through February or March of each year; depending on severe weather conditions in Corpus Christi, Texas. During the scheduled training time, the Navy rents City office space at the LCIA, purchases fuel for their T-34 single engine trainers from their approved vendor at the LCIA and house the trainees, instructors and support staff in local hotels for the duration.

The Navy has notified the LCIA and the Fire and Police Departments that "Training Air Wing #4" is scheduled to train at the LCIA from January 17, 2012 through April 5, 2012. As a result of this scheduling, the Navy would like to continue with the long-standing City/Navy partnership and has requested that the City enter into a ninth services agreement to provide firefighter and police services for the upcoming training session at the LCIA.

(Continue on additional sheets as required)

Per the Services Agreement, Exhibit "A", the Navy will pay for ARFF services to be performed by firefighters on an extra duty overtime basis and site security services to be performed by police officers on an extra duty overtime basis. Additionally, an Administrative Cost Fee of 10% of the billing for police services will be assessed.

The services agreement will be in effect from January 17, 2012 through April 5, 2012, and may be extended upon mutual agreement between the City and the Navy.

The tentative schedule for ARFF services is expected to be from 7:00 am to 6:00 pm, Monday through Saturday. There will be no ARFF services requested on Sundays. The first day for ARFF services is expected to be January 17, 2012. For the time period as projected, the Fire Department is estimating to provide ARFF standby for a total of 715 hours at a cost of \$71,857.50. This breaks down to \$61,132.50 in overtime for personnel and \$10,725.00 in apparatus expenses.

The tentative schedule for site security services is expected to be Monday through Friday from 9:00 p.m. to 6:00 a.m.; and Saturday at 9:00 p.m. through Monday at 6:00 a.m. The first day of site security services is expected to be January 17, 2012; to coincide with the Navy's anticipated arrival. For the time period as projected, the Police Department is estimating to provide site security for a total of 900 hours at a cost of \$36,135.00. An Administrative Cost Fee of 10% of the actual bill will be assessed, estimated at \$3,613.50; for an approximate total cost of \$39,748.50.

Both Departments are requesting a budget adjustment to the FY 2012 budget, due to the large amount of overtime that the Fire and Police Departments incur during the Navy flight training. Also included in the budget adjustment request are apparatus expenses for fuel, extinguishing agents and maintenance. The budget adjustment is based on the estimated time of service provided to the Navy at the agreed upon rates of payment. (See Attachment "A")

With the upcoming addition of the new Fire Station 7 at LCIA and its full-time fire department crew, it is highly advantageous that we continue providing these services to the Navy as it helps the City prepare for future growth at and around the LCIA and supports the local economy.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Services Agreement.
3. Exhibit "B", Budget Adjustment.
4. Attachment "A", Safety Personnel Cost Estimates.

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: General Fund</u> in the approximate amount of <u>\$111,607.00*</u> for FY12.
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

Funds will be budgeted in Fund 1000-General Fund as follows: account number 10160010-592001-20713 General Fund Fire Department-Other Revenue-Navy FY12 in the amount of \$71,858.00* and account number 10140010-592001-20713 General Fund Police Department-Other Revenue-Navy FY12 in the amount of \$39,749.00*.

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	10147010-610210-20713	\$39,749.00	\$39,749.00*	\$0	N/A
General Fund	10167020-610210-20713	\$61,133.00	\$61,133.00*	\$0	N/A
General Fund	10167020-721130-20713	\$10,725.00	\$10,725.00*	\$0	N/A

*Pending Budget Adjustment: figures rounded up per Budget.

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will allow the City to enter into an agreement with the Navy for ARFF and police services and authorize the budget adjustment for FY 2012.
2. Vote "No"; this will not allow the City to enter into an agreement with the Navy and would leave the Navy without safety services during their scheduled training operations.

(Continue on additional sheets as required)

3. Vote to "Amend"; this could allow the Fire and Police Departments to modify the terms of the Resolution and /or instruct staff to seek alternative direction.
4. Vote to "Table"; this is not an option, as the need for services is directed by the Navy training schedule.

REFERENCE INFORMATION:

N/A

RESOLUTION NO. 12-112

A RESOLUTION RATIFYING THE CITY MANAGER'S APPROVAL OF A SERVICES AGREEMENT BETWEEN THE CITY OF LAS CRUCES, ON BEHALF OF ITS FIRE AND POLICE DEPARTMENTS, AND THE UNITED STATES NAVY AND TO ADJUST THE FY 2012 BUDGET.

The City Council is informed that:

WHEREAS, the United States Navy has requested to enter into an agreement with the City of Las Cruces to provide firefighter and police services during training exercises; and

WHEREAS, training exercises will be held January 17, 2012 through April 5, 2012 at the Las Cruces International Airport; and

WHEREAS, per the services agreement and agreed upon cost estimates, the Fire Department will provide Aircraft Rescue and Firefighting (ARFF) services January 17, 2012 through April 5, 2012 at an approximate cost of \$61,132.50 in overtime for personnel and \$10,725.00 in apparatus expenses; and

WHEREAS, per the services agreement and the agreed upon cost estimates, the Police Department will provide security services January 17, 2012 through April 5, 2012 at an approximate cost of \$36,135.00; and

WHEREAS, a ten-percent (10%) Administrative Cost Fee will be assessed to Police Department services at approximately \$3,613.50 as agreed upon in the services agreement and cost estimates; for an approximate total cost of \$39,748.50; and

WHEREAS, the services agreement and cost estimates, Exhibit "A" and Attachment "A", respectively; are attached hereto and made part of this resolution.

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

(I)

THAT the City Manager's signature on the services agreement is ratified; Exhibit "A", attached hereto and made part of this resolution.

(II)

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

(III)

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

DONE AND APPROVED this _____ day of _____, 2012.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:



City Attorney

VOTE:

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

AGREEMENT FOR FIRE / POLICE DEPARTMENT SERVICES

This Agreement is entered into on this 17th day of January, 2012, between the United States NAVY ("Contractor") and the CITY OF LAS CRUCES ("City") on behalf of its FIRE /POLICE DEPARTMENTS ("Departments").

RECITALS:

1. The Contractor and the City desire to enter into an agreement for Aircraft Rescue and Firefighting (ARFF)/POLICE services by which the City will allow its firefighters/police on an overtime basis to provide ARFF and police services at the Las Cruces International Airport during the Contractor's training flights.
2. The Contractor is willing to pay for such ARFF services to be performed by firefighters on an extra duty overtime basis in accordance with terms set forth herein.
3. The Contractor is willing to pay for such site security services to be performed by police officers on an extra duty overtime basis in accordance with terms set forth herein.
4. The Contractor is willing to pay an Administrative Cost Fee of 10% of billing for Police services in accordance with terms set forth herein.

AGREEMENTS:

NOW, THEREFORE, the parties mutually agree as follows:

1. Scope of Agreement:

Contractor Agrees:

- To pay the City for the overtime firefighting/police crews which will be staged at the Airport.
- To provide Orientation Training for firefighting crews.
- To provide the Departments with appropriate communications for the notification of aircraft emergencies.
- To provide the Departments with a written schedule at the end of each week for the upcoming week.
- To provide the Departments a written notice of change of schedule at least 48 hours prior to the affected schedule change.
- In the event that the schedule is changed due to unseen circumstances and the 48 hours notice cannot be attained, a minimum of 2 hours of service will be charged.

Departments Agree:

- To provide three (3) firefighters during training hours, with a minimum of two (2) Aircraft Rescue and Firefighting (ARFF) trained personnel. These firefighters will respond to emergencies immediately upon notification by the Navy, for the purpose of rescue and property conservation.
- To provide an Crash truck capable of deploying 1500 gallons of aqueous film forming foam (AFFF) solution, and 500 lbs of Purple K dry chemical agent or equivalent apparatus**.
- To provide one (1) police officer for site security.

****Note** – A Fire engine with 500 gallons of water will be used as a substitute in the event the primary crash truck is unavailable for standbys.

2. **Payment**

The Contractor shall pay the total cost of the LCFD's service. The Contractor will pay the City \$100.50 per hour for ARFF standby. This fee is calculated based on the following rates:

- Overtime Firefighter = \$28.50/hour per Firefighter (3 firefighters)
- Apparatus = \$15.00/hour (1500 Gallon Crash truck capable of flowing foam and dry chemical or substitute apparatus)

The Contractor shall pay the total cost of the LCPD's service. The Contractor will pay the City \$40.15/hour per Officer for Police site security.

- Administrative fee at a rate of 10% of costs for police services

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. The contractor will be billed every two (2) weeks by both LCFD and LCPD.

3. **Term:**

This Agreement shall become effective as soon as approved by the respective parties and shall remain in effect until the end of the Navy training period (estimated to be April 5, 2012), unless terminated before that date, as defined in paragraph 9 (termination). 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 ARFF and police 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. **Liability Claims:**

Each party shall be responsible for liability incurred as a result of its own acts or omissions, and neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act and the Federal 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. **Assignment:**

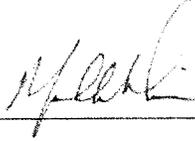
Neither party shall assign any of their rights or responsibilities under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld.

9. **Termination:**

This Agreement may be terminated by either party on thirty (30) days advance written notice to the other party.

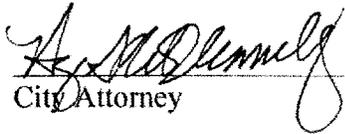
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF LAS CRUCES
ON BEHALF OF ITS FIRE/POLICE DEPARTMENTS

By  ~~AM ROBERT GARZA~~

Robert Garza, City Manager
Name and Title

APPROVED AS TO FORM:


City Attorney

CONTRACTOR

By _____

United States Navy, Training Air Wing 4
Name of Contractor

(Name and Title of Signer)

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

FUND				
General Fund 1000				
	FY 2010/11 Preliminary*	FY 2011/12 Adopted	Adjustment	FY 2011/12 Adjusted
BEGINNING BALANCE	\$ 17,278,821	18,384,852		18,384,852
REVENUES				
Gross Receipts Taxes	\$ 55,902,400	57,192,000		57,192,000
Property Taxes	9,239,902	9,090,849		9,090,849
Franchise Fees	2,877,683	2,950,193		2,950,193
Administrative Transfers	3,203,689	3,043,063		3,043,063
Police Fines	899,113	1,096,148		1,096,148
Subdivision Fees	276,626	150,020		150,020
All Other Revenues	6,264,430	5,851,064	111,607	5,962,671
TOTAL REVENUES	\$ 78,663,843	79,373,337	111,607	79,484,944
TOTAL RESOURCES	\$ 95,942,664	97,758,189	111,607	97,869,796
EXPENDITURES				
Administration	\$ 1,833,753	2,667,340		2,667,340
Community & Cultural Services	5,551,366	5,586,049		5,586,049
Community Development	1,739,511	1,738,209		1,738,209
Facilities	11,745,527	162,651		162,651
Financial Services	3,032,915	3,118,658		3,118,658
Fire	9,049,496	8,820,661	71,858	8,892,519
Human Resources	943,614	1,432,162		1,432,162
Information Technology	2,897,306	3,866,447		3,866,447
Judicial	1,110,106	1,553,424		1,553,424
Legal	1,431,285	1,201,226		1,201,226
Legislative	732,134	831,157		831,157
Parks & Recreation	0	9,453,223		9,453,223
Police	18,818,638	18,840,855	39,749	18,880,604
Public Works	5,734,968	6,405,898		6,405,898
Transportation	0	3,273,861		3,273,861
Reserves	1,206,656	2,847,402		2,847,402
Transfers	11,723,476	11,997,581		11,997,581
Total General Fund Expenditures	\$ 77,550,751	83,796,804	111,607	83,908,411
Accrual Adjustment	(7,061)	0		0
ENDING BALANCE	\$ 18,384,852	13,961,385	0	13,961,385
Required 1/12th Reserve	6,462,563	6,983,067	9,301	6,992,368
UN-RESERVED ENDING BALANCE	\$ 11,922,289	6,978,318	(9,301)	6,969,017

*Preliminary actual as of November 19, 2011

ARFF Standby for NAVY

Monday through Saturday from 07:00 to 18:00 (11 hours)

66 hours per week standby

January 17, 2012 - April 5, 2012

Las Cruces Fire Department

Personnel

	Jan 17-21	Jan 22 - 28	Jan 29 - Feb 4	Feb 5 - 11	Feb 12 - 18	Feb 19 - 25	Feb 26 - Mar 3	Mar 4 - 10	Mar 11 - 17	Mar 18 - 24	Mar 25 - 31	Apr 1 - 5
Standby Hours	22	66	66	66	66	66	66	66	66	66	66	33
3 @ 28.50	\$ 85.50	\$ 85.50	\$ 85.50	\$ 85.50	\$ 85.50	\$ 85.50	\$ 85.50	\$ 85.50	\$ 85.50	\$ 85.50	\$ 85.50	\$ 85.50
	\$ 1,881.00	\$ 5,643.00	\$ 5,643.00	\$ 5,643.00	\$ 5,643.00	\$ 5,643.00	\$ 5,643.00	\$ 5,643.00	\$ 5,643.00	\$ 5,643.00	\$ 5,643.00	\$ 2,821.50

Personnel \$ 61,132.50

Apparatus

	Jan 17-21	Jan 22 - 28	Jan 29 - Feb 4	Feb 5 - 11	Feb 12 - 18	Feb 19 - 25	Feb 26 - Mar 3	Mar 4 - 10	Mar 11 - 17	Mar 18 - 24	Mar 25 - 31	Apr 1 - 5
Standby Hours	22	66	66	66	66	66	66	66	66	66	66	33
\$15 @ hour	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00
	\$ 330.00	\$ 990.00	\$ 990.00	\$ 990.00	\$ 990.00	\$ 990.00	\$ 990.00	\$ 990.00	\$ 990.00	\$ 990.00	\$ 990.00	\$ 495.00

Apparatus \$ 10,725.00

TOTAL \$ 71,857.50

Security Services for NAVY

Monday through Friday from 18:00 to 06:00 (9 hours)

Saturday from 19:00 through Monday 06:00 (33 hours)

78 hours per week

January 17, 2012 - April 5, 2012

Las Cruces Police Department

Personnel

	Jan 17-21	Jan 22 - 28	Jan 29 - Feb 4	Feb 5 - 11	Feb 12 - 18	Feb 19 - 25	Feb 26 - Mar 3	Mar 4 - 10	Mar 11 - 17	Mar 18 - 24	Mar 25 - 31	Apr 1 - 5
	60	78	78	78	78	78	78	78	78	78	78	60
	\$ 40.15	\$ 40.15	\$ 40.15	\$ 40.15	\$ 40.15	\$ 40.15	\$ 40.15	\$ 40.15	\$ 40.15	\$ 40.15	\$ 40.15	\$ 40.15
	\$ 2,409.00	\$ 3,131.70	\$ 3,131.70	\$ 3,131.70	\$ 3,131.70	\$ 3,131.70	\$ 3,131.70	\$ 3,131.70	\$ 3,131.70	\$ 3,131.70	\$ 3,131.70	\$ 2,409.00

Personnel \$ 36,135.00

Personnel \$ 36,135.00
Admin Fee - 10% \$ 3,613.50
TOTAL \$ 39,748.50