CITY COMMISSION
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO
THURSDAY, SEPTEMBER 8, 2005

SPECIAL MEETING

Minutes

TIME & PLACE: The Mayor and the City Commission of the City of Truth or Consequences in the County of Sierra and State of New Mexico met in Special Session in full conformity with the law and ordinances of said Commission in the Commission Chambers of said City, on Thursday, September 8, 2005 at 9:00 A M. to discuss the following:

1. Inter Government Agreement Fire Department/Personnel Deployment. (From the State Fire Marshal's Office.)
2. Closed Session – Personnel 10-15-1H(2) – (For interviews)

PRESIDING OFFICER: The meeting was called to order by Mayor Rainey who presided and Mary B. Penner, City Clerk acted as Secretary of the meeting.

ATTENDANCE: Upon calling the roll the following Commissioners were reported present:

Hon. Jimmy Rainey, Mayor
Hon. Lois Reaver-Black, Mayor Pro-tem
Hon. Lori S. Montgomery, Commissioner
Hon. Evelyn B. Renfro, Commissioner
Hon. Glen Stevenson, Commissioner

Absent was:

Also present:

Mary B. Penner, City Clerk

QUORUM: There being a quorum present the Commission proceeded with the business at hand.

INTER GOVERNMENT AGREEMENT FIRE DEPARTMENT/PERSONNEL DEPLOYMENT:

Mayor Rainey stated there was a Memo from the New Mexico Public Regulation Commission to the Commission from the New Mexico State Fire Marshall. He stated this is to give authority to allow our fire fighters to go to Louisiana, Mississippi, and Alabama and work in support of the Louisiana, Mississippi, and Alabama Emergency Management Agencies for Hurricane Katrina recovery missions. (Complete copy attached hereto and made a part hereof.)

"Commissioner Black moved approval of the Intergovernmental Agreement between the Department of Public Safety New Mexico Office of Emergency Management and the City of Truth or Consequences."

Secended by Commissioner Montgomery.
Motion carried unanimously.

EXECUTIVE SESSION: "Commissioner Black moved that the meeting be closed for Executive Session – Personnel 10-15-1H(2)

Secended by Commissioners Montgomery/Stevenson
All responded Yes to a Roll Call Vote.
Motion carried unanimously.
OPEN MEETING: "Mayor Rainey stated that the Commission was now in Open Session."

CERTIFICATION: "Commissioner Black certified that only matters pertaining to the, Personnel 10-15-1H(2) - Selection Process/Review Application's for City Manager Position was discussed in Executive Session"

Seconded by Commissioner Montgomery
Motion carried unanimously.

"Commissioner Montgomery moved that the proposed contract be referred to the City Attorney for review preparation.

Seconded by Commissioner Stevenson
Motion carried unanimously.

There being no further business to come before the Commission the meeting

ADJOURNMENT: was adjourned.

PASSED AND APPROVED this 26th day of September, 2005 on motion duly made by Commissioner , seconded by Commissioner and carried.

APPROVAL: on motion duly made by Commissioner , seconded by Commissioner and carried.

JIMMY L. RAIN, MAYOR

MARY B. RAIN, CITY CLERK
INTERGOVERNMENTAL AGREEMENT
Between

Department of Public Safety and New Mexico Office of Emergency Management
13 Bataan Blv., P.O. Box 1628
Santa Fe, NM 87504-1628
Contact Person: Forrest Smith
Ph: (505) 476-9655
E-mail: Forrest.smith@state.nm.us

Maximum Amount: Not to Exceed

Start Date: ___________ End Date: ___________, 2005. No extensions of time will be granted without written approval of the City/County executive.

INTRODUCTION:

The NM Department of Public Safety, Office of Emergency Management (New Mexico OEM), through the Emergency Management Assistance Compact (EMAC), 11-15-1 through 11-15-2 coordinates emergency management and interstate mutual aid for the State of New Mexico. EMAC is the interstate mutual aid agreement to which most states belong that allows states to assist each other in times of disaster. When any member state's Governor declares a disaster or when a disaster is imminent, as in the case of the recent hurricanes impacting Louisiana, Mississippi, and Alabama, other member states may agree to provide assistance in response to requests from the impacted state(s). The assistance from other member states may be in the form of personnel and/or other resources. EMAC has been operational since the threat of Hurricane Katrina was imminent and will remain operational until Louisiana, Mississippi, and Alabama's needs are met. In response to EMAC requests, several local government employees have volunteered to respond. In cooperation with the City/County, New Mexico OEM has identified several experienced and qualified county employees who are available to deploy to assist Louisiana, Mississippi, and Alabama with response and recovery missions. These city/county employees will travel to Louisiana, Mississippi, and Alabama and work in support of the Louisiana, Mississippi, and Alabama Emergency Management Agencies.

NAME OF CITY/COUNTY EMPLOYEE & STATEMENT OF EXPERIENCE/QUALIFICATIONS

This Intergovernmental Agreement establishes a services contract between the New Mexico Emergency Management Agency and the City/County for the loan of this county employee for the time period identified above. 

_________________________ shall remain an employee of the City of T or C, County throughout their deployment. New Mexico OEM hereby agrees to assist with the necessary travel arrangements for

_________________________, including airline, lodging, per diem expenses and other necessary miscellaneous expenses. The city/county will be initially responsible for these expenses and reimbursed as stated below. Once the service is complete and the City/County employee submits his/her travel expense report, New Mexico OEM agrees to submit the travel expense report to the Louisiana, Mississippi, and Alabama Emergency Management Agency for reimbursement through the EMAC reimbursement process. The City/County employee will continue to be paid by his/her county employer, will continue to receive the same benefits as if working at his/her home station, and will carry with him/her all the liability protections of a city/county employee as if working at his/her home station. New Mexico OEM assumes no responsibility for this city/county employee other than the accomplishment of their travel arrangements, the submission of completed travel expense reports through the EMAC reimbursement process, and the transmittal of reimbursement from the State of Louisiana, Mississippi, and Alabama to the City/County. Upon arrival and perform community relations duties as assigned. The EMAC A-Team will provide emergency contact information for ___________________________ and will provide contact information and progress reports on their service throughout the period of deployment.

REIMBURSEMENT:

Upon receipt of reimbursement from the State of Louisiana, Mississippi, and/or Alabama, New Mexico OEM shall transmit that reimbursement to the City/County in a final amount for the authorized expenses claimed on the employee travel expense report. When reimbursement is received from the State of Louisiana, Mississippi, and/or Alabama Emergency Management Agency. Reimbursement shall not exceed the final, total amount indicated on the travel expense report.
submit a final invoice or other appropriate travel expenses report, with all appropriate documentation, to New Mexico OEM within 30 days of receipt of reimbursement from the State of Louisiana, Mississippi, and/or Alabama. Under no circumstances is the NM Dept. Of Public Safety Office of Emergency Management liable to or responsible for reimbursing the City/County until NMDPS/OEM has received reimbursement from the appropriate requesting state(s). In the event that NM/OEM is not fully reimbursed by the appropriate requesting state(s) NM OEM is not fully responsible for the reimbursement to the City/County. NM OEM will only be responsible for reimbursing the City/County to the extent that NM OEM is reimbursed by the appropriate requesting state(s).

ALTERATIONS AND AMENDMENTS

This Agreement may only be amended by mutual agreement of the parties. Amendments shall not be binding unless they are in writing and signed by personnel legally authorized to bind each of the parties.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the day and year last specified below. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

BY:  
Forrest Smith, Director  
New Mexico Office of Emergency Management  
Department of Public Safety

BY:

Name:
City/County Official

9/18/05
Date