

RESOLUTION NO. 2230

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE RENTAL OF TEMPORARY EMERGENCY FACILITIES WITH THE UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE (2007 FIRE SEASON).

WHEREAS, in times of emergency, it is a benefit to the United States Forest Service to use the Town of Payson Municipal Airport to assist in meeting the emergency; and

WHEREAS, in times of emergency, it is a benefit to the Town of Payson to allow the United States Forest Service to use the Payson Municipal Airport for equipment and manpower with which to meet such emergency; and

WHEREAS, the Town of Payson and the United States Forest Service have negotiated an agreement by which the Town of Payson will be compensated for the use of the Payson Municipal Airport during the 2007 fire season,

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:

Section 1. That the Facilities Use Agreement, attached hereto marked Exhibit "A" and made a part hereof by this reference, be and is hereby approved in substantially the form as attached.

Section 2. That F. Robert Edwards, Mayor of the Town of Payson, be and is hereby authorized to execute such Facilities Use Agreement in substantially the form as attached as Exhibit "A".

Section 3. That the Town of Payson be and is hereby authorized to take such other and further actions as are necessary or appropriate to carrying out the purposes provided for in this Resolution Number 2230 and in the attached Facilities Use Agreement.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, this _____ day of _____, 2006, by the following vote:

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

F. Robert Edwards, Mayor

Prepared by Town of Payson Legal Department

SIS:drs November 8, 2006 (1:29PM)

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ATTEST:

APPROVED AS TO FORM:

Silvia Smith, Town Clerk

Samuel I. Streichman, Town Attorney

AIRPORT DEPARTMENT



TOWN OF

303 N. Beeline Hwy
Payson, AZ 85541
928-472-4748
928-472-4749 - FAX
928-472-4260 - AWOS

Thru: Fred Carpenter, Town Manager *FB*
To: Mayor and Council Members
From: Ted Anderson, Airport Manager *Ted*
Subject: Supplemental Information – Resolution for Forest Service Agreement – 2007 Fire Season
Date: November 7, 2006

This agreement is for the 2007 fire season. It is similar to the 2006 agreement. Echo Ramp is again being used as an initial attack facility for up to two helicopters and two single-engine air tankers (SEATs). Other areas of the airport are available for occasional emergency use by air attack airplanes and firefighting helicopters.

The rates are the same as last year's. The Echo Ramp monthly rate is \$2,250. This reflects a \$25 per day increase that was implemented for 2006. The emergency use daily rates range from \$25 for Type 3 light helicopters to \$75 for Type 1 heavy helicopters and SEATs. Staff recommends not changing our proposed agreement rates. This is in line with our other agreements that have an adjustment every three years.

The revenues resulting from this agreement for this calendar year is about \$35,000. This is an increase of around \$10,000 from the approximate \$25,000 in revenues received in the 2005 calendar year.

The Airport Advisory Committee recommended approval of the agreement at its October 31, 2006 with a 5-0 vote amended to include Legal Department addressing use of airport facilities by other agencies. The Legal Department considered this recommendation when drafting this agreement.

Staff also recommends that the Resolution be approved.

EXHIBIT "A"

to Resolution No. 2230

FACILITIES USE AGREEMENT

AGREEMENT FOR RENTAL OF TEMPORARY, EMERGENCY FACILITIES

DEPARTMENT/AGENCY: USDA FOREST, R3 WESTERN ZONE CONTRACTING

INCIDENT NAME: INITIAL ATTACK AND EMERGENCY USES

INCIDENT REQUEST NUMBER: _____

INCIDENT ORDER NUMBER: _____

AGREEMENT NUMBER: 56-94TZ-_____

RESOURCE NUMBER: _____

The Owner of the property described herein, or the duly appointed representative of the Owner, agrees to furnish the facilities to the National Interagency Incident Command Team for use:

Payson Municipal Airport

This agreement shall be effective from January 1, 2007 through December 31, 2007 for all monies owed to the Town of Payson ("Owner") for use of the Payson Municipal Airport by the United States Department of Agriculture, Forest Service ("Government"), as an initial attack facility and fire related emergency uses.

DESCRIPTION OF FACILITIES:

The Payson Municipal Airport is located at 800 West Airport Road, Payson, Arizona. The facilities will include the use of Echo Ramp for two initial attack SEAT aircraft, one batch plant, and two initial attack helicopters, related trailers, equipment, vehicles and crew staging areas. The fire related emergency uses include sections and adjacent areas of taxiways, ramps, and campground facilities for air attack and support airplanes, SEATs, Types 1, 2 and 3 helicopters, related equipment, vehicle and crew staging areas. The facilities use includes helicopter landing pads, metal steel plates for the protection of pavement, areas for the staging of mobile base operations and temporary air traffic control tower facilities, lighted safety barricades, cones and signs; and required support personnel. Upon arriving at the airport facilities there is no apparent physical damage and no significant impact is expected to occur.

See the attached drawing for the area(s) that will be used under this agreement. Separate drawings will be provided with the respective invoice for each fire.

RATE: For each day or portion thereof that the facilities are used, the Government will pay \$75.00 per day for the use of Echo Ramp as an initial attack facility, which includes two initial attack SEAT aircraft, one batch plant, two initial attack helicopters and related support equipment, and staging areas as described in the second sentence of Description of Facilities, and Government will pay an additional per day rate of \$75.00 for each Type 1 helicopter, each SEAT, each batch plant located off of Echo Ramp, Delta Ramp use by air attack and support airplanes, related support equipment and vehicles, an additional \$75.00 per day for use of campground facilities and use of all lighted safety barricades, cones and signs; \$50.00 per day for each Type 2 helicopter, each ATCT facility, each base operations trailer, related support equipment and vehicles; \$25.00 per day for each Type 3 helicopter, each CFR vehicle, related support equipment and vehicles, each set of steel plates used as helicopter landing pads to protect the pavement; \$30.00 to \$50.00 per hour for required support personnel during normal business hours and an after normal business hours rate of 1.5 times the normal business rate, and

\$100.00 per hour rate prorated after one hour in one-quarter (¼) increments for each sweeper used for emergency uses of the facilities to fight and/or support fires during the above-mentioned dates. Rates for uses not reflected in this paragraph will be negotiated and invoiced separately on a case-by-case basis. Payment shall be in accordance with the Incident Agency payment procedures. For Federal Agencies, payment will be made in accordance with the Prompt Pay Act.

Utilities: (check only one)

The above sum includes all utility charges.

The above sum excludes utility charges. Except for electric utility charges, the Government will pay the utility charges directly to the different utility agencies. Owner will advance on behalf of the Government the electric utility charges which are incurred by Government in connection with the use of the Owner's facilities. Government will reimburse Owner upon receipt and within (30) thirty days of a request for reimbursement from Owner for such utility charges. In addition to reimbursement for the cost of such utility charges, Government will further pay to Owner an administrative fee of fifteen percent (15%) of the amount of the utility charges paid under this Agreement at the time the charges are reimbursed to Owner.

Restoration: (check only one)

The above sum includes Government restoration of facilities. Government shall restore the owner's facilities to their condition immediately prior to Government occupancy. Restoration shall be performed to the extent reasonably practical.

The above sum excludes restoration of facilities. Claims for reasonable costs incurred by Owner in restoring facilities to their prior condition shall be submitted to the Contracting Officer.

Other - describe in detail: _____

ALTERATIONS: The Government may make alterations, attach fixtures or signs, erect temporary structures in or upon the facilities, all of which shall be the property of the Government. Alterations will be removed by the Government after the termination of the emergency use.

ORAL STATEMENTS: Oral statements or commitments supplementary or contrary to, any provisions of this Agreement shall not be considered as modifying or affecting the provisions of this Agreement.

CONDITION REPORTS: A joint pre- and post-use physical inspection report of the facilities shall be made and signed by the parties; the purpose of the inspections shall be to reflect the site conditions existing at those times.

LOSS, DAMAGE, OR DESTRUCTION: The Government will assume liability for the loss, damage, or destruction of facilities furnished under this Agreement, provided that no reimbursement will be made for loss, damage, or destruction when due to (1) ordinary wear and tear, or (2) the fault or negligence of the Owner or the Owner's agent(s).

TERMS AND CONDITIONS: For Federal Agencies, this Agreement is subject to the Prompt Payment Act (31 USC 1801) and to Office of Management and Budget Circular A-125. The following Terms and Conditions are incorporated by reference to 41 CFR:

Convict Labor (FAR 52.222-3)(AUG 1996)
Payments (FAR 52.232-1)(APR 1984)
Extras (FAR 52.232-11)(APR 1984)
Interest (FAR 52.232-17)(JUNE 1996)
Availability of Funds (FAR 52.232-18)(APR 1984)
Prompt Payment (FAR 52.232-25)(JUN 1997)
Disputes (FAR 53.233-1)(DEC 1998) ALT I(DEC 1991)
Changes--Fixed Price (FAR 52.243-1)(AUG 1987)ALT I(APR 1984)
Termination for the Convenience of the Government (Services)(Short Form)(FAR 52.249-4)(APR 1984)
Termination for Default (Fixed-Price Supply and Service)(FAR 52.249-8)(APR 1984)

CONFLICTS: This agreement is subject to the provisions of A.R.S. § 38-511, which are incorporated herein.

PARTIES: This agreement is between the Town of Payson and the United States Department of Agriculture, Forest Service, and does not apply to any other users. The Government, and each and every one of its contracting parties who utilize the Payson Municipal Airport pursuant to this Agreement, agree to abide by and conform to all ordinances, rules, and regulations of the Town of Payson, including those promulgated by the Airport Manager and approved by the Town Manager. Any violation of any such ordinance, rule, or regulation shall be conclusive grounds for:

- 1) Termination of this Agreement by Owner; or
- 2) The removal of any contractor from Payson Municipal Airport property and termination of such contractor's rights to utilize Payson Municipal Airport under this Agreement; or
- 3) Upon demand of the Town of Payson, the immediate cessation of any or all activities of such contractor; or
- 4) All of such remedies.

OWNER:
TOWN OF PAYSON, ARIZONA

DEPARTMENT/AGENCY:
USDA FOREST SERVICE

By _____
Name: F. Robert Edwards
Title: Mayor
Address:
Town of Payson
303 North Beeline Highway
Payson, Arizona 85541
Telephone: (928) 474-5242
Fax Number: (928) 474-4610
Tax ID Number: 86-0287228

By _____
Name: Denise Fox-Auvil
Title: Contracting Officer
Address:
USDA Forest Service
Western Zone Contracting
2324 East McDowell Road
Phoenix, Arizona 85006
Telephone: (602) 225-5330
Local Contact: None
Fax Number: (602) 225-5204

ATTEST:

Silva Smith, Town Clerk

APPROVAL AS TO FORM

The Town of Payson Legal Department has reviewed the foregoing Facilities Use Agreement and approved it as to form. When reviewing this Agreement for form, the Legal Department considers whether the following situations have been addressed:

1. Identification of parties;
2. Offer and acceptance;
3. Existence of consideration (we do not review to determine if consideration is adequate);
4. That certain provisions specifically required by statute are included (i.e., provisions concerning non-availability of funds and conflict of interest, A.R.S. § 38-511).

We have not reviewed the Agreement for other issues. Therefore, approval as to form should not be considered as approval of the appropriateness of the terms or conditions of the Agreement or the underlying transaction. In addition, approval as to form should not be considered approval of the underlying policy considerations addressed by the Agreement.

Dated: _____, 2006.

By _____
Samuel I. Streichman, Town Attorney

SIS:drs November 8, 2006 (1:08PM)
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