

WORK SESSION AGENDA

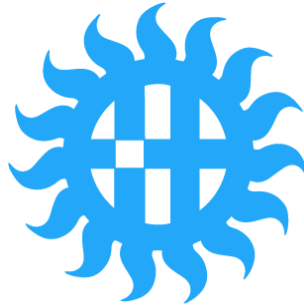
Monday, May 22, 2023 at 1:00 PM

Council Chambers

Mayor Ken
Miyagishima

Mayor Pro Tem
Kasandra Gandara

Councilors
Tessa Abeyta
Becki Graham
Johana Bencomo
Becky Corran
Yvonne Flores



CITY OF LAS CRUCES

**CITY HALL
P.O. BOX 20000
LAS CRUCES, NM
88004**

**700 N. Main St.
PHONE (575) 541-
2067**

If you need an accommodation for a disability to enable you to fully participate in this event please contact us 72 hours before this event at [541-2115/V](tel:541-2115) or [541-2182/TTY](tel:541-2182).

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Council Work Session Summary

Meeting: Work Session - May 22 2023

TITLE: CIVILIAN POLICE OVERSIGHT COMMISSION DISCUSSION.

PURPOSE(S) OF DISCUSSION: ☒ Inform/Update ☐ Direction/Guidance ☐ Legislative
Development/Policy

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

A presentation will be made by community members to discuss the possibility of forming a Civilian Policy Oversight Commission (CPOC) in Las Cruces, NM. The community members will discuss the general benefits of the commission and how CPOCs function in other cities.

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None



Council Work Session Summary

Meeting: Work Session - May 22 2023

TITLE: NATURAL GAS AND ENERGY LINE OF BUSINESS STORY.

PURPOSE(S) OF DISCUSSION: ☒ Inform/Update ☐ Direction/Guidance ☐ Legislative Development/Policy

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Description of the Natural Gas and Energy line of business and how natural gas is procured for the system.

PLAN(S):

Department Strategic Business Plan, Elevate Las Cruces



Council Work Session Summary

Meeting: Work Session - May 22 2023

TITLE: GROUND AMBULANCE TRANSPORT UPDATE

PURPOSE(S) OF DISCUSSION: ☒ Inform/Update ☒ Direction/Guidance ☐ Legislative
Development/Policy

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

In February 2019, Council directed the Las Cruces Fire Department to pursue a Certificate of Necessity (CON) from the New Mexico Public Regulation Commission. Applying for a CON led to a protest filed by Dona Ana County and American Medical Response (AMR). As a result of the protest, the three parties entered into mediation, and an agreement was reached in July 2020. City Council accepted the mediation settlement in December 2020 through resolution 21-090. The resolution and mediation settlement carried several timelines and requirements that all parties have worked towards since then.

This presentation will cover an overview of ambulance services and agreements since 1977. The emergency medical system's current performance will be presented, including system demand within Dona Ana County and The City of Las Cruces. Next, we will provide an update on the implementation of the mediation settlement from December 2020. The last item brought forward will be ambulance transport billing by the Las Cruces Fire Department, as outlined in the mediation settlement.

SUPPORT INFORMATION:

[R 21-090](#)

PLAN(S):

City Council Strategic Plan, Department Strategic Business Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

Health & Human Services

RESOLUTION 21-090

A RESOLUTION AUTHORIZING A SETTLEMENT AGREEMENT WITH THE DOÑA ANA COUNTY AND AMERICAN MEDICAL RESPONSE IN THE MATTER OF THE APPLICATION OF THE CITY OF LAS CRUCES D/B/A LAS CRUCES FIRE DEPARTMENT FOR A CERTIFICATE TO PROVIDE AMBULANCE SERVICE, CASE NO. 20-00058-TR-M, BEFORE THE NEW MEXICO PUBLIC REGULATION COMMISSION.

The City Council is informed that:

WHEREAS, on March 4, 2020, the City, on behalf of the Las Cruces Fire Department (LCFD), filed for a certificate of public necessity and convenience, a permit, with the New Mexico Regulatory Commission (PRC) to provide ambulance services; and

WHEREAS, on March 26, 2020, Doña Ana County and American Medical Response (AMR), both of which provide ambulance services, filed separate protests and motions in the PRC to intervene against the City's application for a certificate; and

WHEREAS, on July 13, 2020, all the parties negotiated a settlement, which is attached as Exhibit "A"; and

WHEREAS, according to the terms of the agreement, Doña Ana County and AMR will withdraw their protests and interventions in the PRC, which will facilitate the PRC granting LCFD a certificate to provide ambulance services, and the remainder of the agreement will operate in two phases; and

WHEREAS, in the first phase, which will be from the effective date of the settlement agreement until February 4, 2023, the City agrees the operating authority granted to the City by the PRC certificate shall not be transferred or leased to any third party; and

WHEREAS, the City also agrees, during the first phase, that it will transport sick and injured persons located within the Las Cruces city limits in conformance with the certificate issued by the PRC in the following circumstances: when AMR does not have an ambulance available; when AMR cannot respond within 10:59 minutes; when LCFD is on the scene and a potential loss of life or limb emergency exists; when the LCFD's Mobile Integrated Health (MIH) staff member is conducting a home visit and determines that the patient's condition requires immediate medical transport; or when AMR responds to a call for service without a paramedic and paramedic care is deemed necessary; and

WHEREAS, in the second phase, which will be the period after February 4, 2023, the City and Doña Ana County agree that, through a memorandum of understanding ("MOU"), the City of Las Cruces will manage or provide for all ambulance services for Doña Ana County commencing February 5, 2023, under an agreed-upon set of performance standards no less rigorous than those that currently are in place; and

WHEREAS, during this phase, Doña Ana County will support the City's application for reissuance of a certificate from the PRC to provide ambulance services from points within the City of Las Cruces, and the City will support Doña Ana County's application for reissuance of a certificate from the PRC to provide ambulance services from points within all of Doña Ana County; and

WHEREAS, the term of the MOU between the City and Doña Ana County shall be for a minimum of nine (9) years, and both parties will perform a joint assessment of the MOU every three (3) years, prior to renewal of their certificates from the PRC; and

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WHEREAS, pursuant to the other terms of the second phase, the City will issue a competitive request for proposals ("RFP") for service commencing February 5, 2023 to select a contractor or contractors for ambulance services for a unified response system throughout Doña Ana County, and both parties will cooperate and jointly develop the standards for ambulance services and for the RFP for such services; and

WHEREAS, Doña Ana County agrees to pay the City an annual fee for the provision of ambulance services commensurate with its current obligation under contract with AMR, adjusted for demographic changes, inflation, and the level of services set forth in the MOU and the competitive RFP.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the City hereby accepts the Agreement between the City and Doña Ana County and AMR as shown in Exhibit "A". attached hereto and made part of this Resolution; and

(II)

THAT the City Manager's signature is hereby ratified on the attached Agreement.

(III)

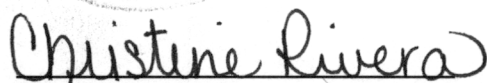
THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this 21 day of December 2020

APPROVED


Mayor

ATTEST:


City Clerk

Moved by: Gill Sorg

Seconded by: Johana Bencomo

AYES Kasandra Gandara, Gill Sorg, Ken Miyagishima, Yvonne Flores, Tessa Abeyta-Stuve, Johana Bencomo

NAYS



21-090

City Council Action and Executive Summary

Type of Action:

☒ Resolution☐ Ordinance☐ TIDD Resolution

District:	☒ 1 ☒ 2 ☒ 3 ☒ 4 ☒ 5 ☒ 6
1st Reading:	Adopted: December 21, 2020
Drafter: Robert Cabello	Department: Legal
Program: Emergency Services	Line of Business: Chief's Executive Office

Title: A RESOLUTION AUTHORIZING A SETTLEMENT AGREEMENT WITH THE DOÑA ANA COUNTY AND AMERICAN MEDICAL RESPONSE IN THE MATTER OF THE APPLICATION OF THE CITY OF LAS CRUCES D/B/A LAS CRUCES FIRE DEPARTMENT FOR A CERTIFICATE TO PROVIDE AMBULANCE SERVICE, CASE NO. 20-00058-TR-M, BEFORE THE NEW MEXICO PUBLIC REGULATION COMMISSION.

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:

To approve a settlement agreement.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

On March 4, 2020, the City, on behalf of the Las Cruces Fire Department (LCFD), filed for a certificate of public necessity and convenience, a permit, with the New Mexico Regulatory Commission (PRC) to provide ambulance services. On March 26, 2020, Doña Ana County and American Medical Response (AMR) filed separate protests and motions in the PRC to intervene against the City's application for a certificate. Doña Ana County and AMR intervened because they both provide their own ambulance services to the community.

On April 24, 2020, all the parties in this matter agreed to mediate this matter before a hearing on the merits. On July 13, 2020 all the parties negotiated a settlement. (Attached as Exhibit "A"). According to the terms of the agreement, Doña Ana County and AMR will withdraw their protests and interventions in the PRC. This will facilitate the PRC granting LCFD a certification to provide ambulance services. This settlement will operate in two phases.

In the first phase, which will be from the effective date of settlement until February 4, 2023, the City agrees the operating authority granted to the City by the certificate shall not be transferred or leased to any third party. During the first phase, the City also agrees that it will transport sick and injured persons located within the Las Cruces city limits in conformance with the certificate issued by the PRC in the following circumstances: when AMR does not have an ambulance available; when AMR cannot respond within 10:59 minutes; when LCFD is on scene and a potential loss of life or limb emergency exists; when the LCFD's Mobile Integrated Health (MIH) staff member is conducting a home visit and determines that the patient's condition requires immediate medical transport; or when AMR responds to a call for service without a paramedic and paramedic is deemed necessary.

In the second phase, which will be the period after February 4, 2023, the City and Doña Ana County agree that, through a memorandum of understanding ("MOU"), the City of Las Cruces will manage or provide for all ambulance services for Doña Ana County commencing February 5, 2023, under an agreed-upon set of

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performance standards no less rigorous than those that currently are in place. The County will support the City's application for reissuance of a certificate from the PRC to provide ambulance services from points within the City of Las Cruces. Likewise, the City will support Doña Ana County's application for reissuance of a certificate from the PRC to provide ambulance services from points within all of Doña Ana County. The term of the MOU between the City and Doña Ana County shall be for a minimum of nine (9) years. Both parties will perform a joint assessment of the MOU every three (3) years, prior to renewal of their certificates from the PRC.

During the second phase, the City will issue a competitive request for proposals ("RFP") for service commencing February 5, 2023 to select a contractor or contractors for ambulance services for a unified response system throughout Doña Ana County. The City and Doña Ana County will cooperate and jointly develop the standards for ambulance services and for the RFP for such services. Doña Ana County also agrees to pay the City an annual fee for the provision of ambulance services commensurate with its current obligation under contract with AMR, adjusted for demographic changes, inflation, and the level of services set forth in the MOU and the competitive RFP. The annual fee paid by the Doña Ana County shall not exceed the amount of the subsidy or subsidies paid to the contractor or contractors selected pursuant to the RFP process described below. Increases in subsidy amount shall be mutually agreed upon by the City and Doña Ana County.

The request of City Council is to approve the Agreement as shown in Exhibit "A", which will ratify the City Manager's signature on the Agreement when it is signed.

SUPPORT INFORMATION:

Settlement Exhibit A

PLAN(S):

Other

COMMITTEE/BOARD REVIEW:

None

ANNUAL BUDGET APPROVAL:

☐ Yes

☐ No

☒ N/A

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes

☐ No

☒ N/A

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve settlement agreement with Doña Ana County and AMR in the PRC. This will facilitate the PRC granting LCFD a certificate to provide ambulance services.
2. Vote "No"; this means the settlement agreement with Doña Ana County and AMR will not be approved. LCFD will have to overcome the challenges by Doña Ana County and AMR before the PRC will grant LCFD a certificate to provide ambulance services.
3. Vote to "Amend"; this will require the contract to be renegotiated.
4. Vote to "Table"; this could delay the settlement agreement with Doña Ana County and AMR.

BEFORE THE NEW MEXICO PUBLIC REGULATION COMMISSION

**IN THE MATTER OF THE APPLICATION)
OF THE CITY OF LAS CRUCES D/B/A)
LAS CRUCES FIRE DEPARTMENT FOR A)
CERTIFICATE TO PROVIDE AMBULANCE)
SERVICE)
_____)**

Case No. 20-00058-TR-M

SETTLEMENT AGREEMENT

In the above captioned matter, Applicant the City of Las Cruces (the “City”), Intervenor Doña Ana County (the “County”), and Intervenor American Medical Response Ambulance Service, Inc. (“AMR”), having reached an agreement concerning resolution of both the County’s and AMR’s protest of the City’s Application for a Certificate to Provide Ambulance Service from points and places within the City of Las Cruces in Doña Ana County to points and places in the State of New Mexico (“Application”), hereby enter into the following Settlement Agreement. The Parties state the following:

1. The City seeks a certificate to operate an ambulance service pursuant to the Motor Carrier Act,¹ the Ambulance Standards Act,² and the rules adopted pursuant to such Acts.
2. The City’s Application to the New Mexico Public Regulation Commission (“NMPRC” or “Commission”) was noticed on March 6, 2020.
3. On March 26, 2020, the County timely filed a protest and motion to intervene.
4. Also, on March 26, 2020, AMR filed a Notice of Joinder in Doña Ana County’s Protest and Motion to Intervene.
5. On April 24, 2020, the County, AMR, and the City filed a joint motion requesting the Commission refer the City’s Application to mediation in order to assist in the resolution of the

¹ NMSA 1978, §§ 65-2A-1 through 65-2A-40
² NMSA 1978, §§ 65-6-1 through 65-6-1

issues raised by County and AMR in their respective protests of the City's Application. The Joint Movants—including the City—agreed that it would be in their best interest to work collaboratively to reach a mutual agreement that results in the equivalent or improved service for all the citizens of the City and the County.

6. A mediation session was held on July 13, 2020 before Commission-appointed Mediator Robert Lennon. Representatives of the City, County, AMR and Staff of the Commission, with the assistance of Mediator Lennon, reached an agreement that is memorialized herein.

7. Upon approval by the Commission, this Agreement is intended to operate in two phases:

- a. Phase 1 commencing from the granting of a Certificate to the City and continuing to February 4, 2023 (the date of the contemporaneous expiration of the County's Certificate No. 16640 and the County's lease of Certificate No. 16640 to AMR); and
- b. Phase 2 commencing February 5, 2023 and continuing thereafter.

Completion of NMPRC Case No. 20-00058-TR-M

8. The Parties agree that upon execution of this agreement, the County and AMR will file notices of withdrawal of their protests and interventions. In accordance with 18.3.2.16 NMAC, such withdrawal would render the City's Application uncontested and facilitate the Commission's approval of the City's Application for a Certificate to provide ambulance service with full ambulance transport authority from points and places in Doña Ana County to points and places in the State of New Mexico.

9. Withdrawal of the County's and AMR's protests is contingent upon noticing of amendments to the City's Application to encompass a Certificate to provide service at the rates

approved by the Commission for the County and AMR to provide ambulance service within Doña Ana County; no timely interventions or protests to the re-noticed Application; and the Application as so amended being processed and approved as an uncontested application. Should the Hearing Examiner not recommend to the Commission that the Application be reassigned to Staff for re-noticing and processed as uncontested in accordance with this Settlement Agreement, or should any person intervene or protest the Application as re-noticed, then any Party who is a signatory shall have the right to immediately withdraw from this Settlement Agreement and declare it void, and the stay shall be lifted and the matter reset for continuation of the evidentiary hearing.

10. In consideration for the County's and AMR's withdrawal of their protests and interventions, the City affirmatively states that the public demand or need to which the City's Application is responsive is founded on the respective responsibilities of the City and County.

PHASE 1: Continuing Operations for Patients within the City of Las Cruces through February 4, 2023

11. The Parties agree that the operating authority granted to the City by the Certificate shall not be transferred or leased to any third party under NMSA 1978, § 65-2A-14(B) (2013), or any other provision of law, during the first phase of this agreement.

12. The City will transport sick and injured persons located within the Las Cruces City limits in conformance with its Commission-issued certificate in the following circumstances:

- a. When AMR does not have an ambulance shown as available according to the Computer Aided Dispatch system at Mesilla Valley Regional Dispatch Authority ("MVRDA"); or
- b. When AMR cannot respond within the response time approved in AMR's Contract 16-020 with the County, *i.e.*, 10:59 minutes; or

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- c. When LCFD is on scene and a potential loss of life or loss of limb emergency exists;
or
 - d. When a City of Las Cruces Fire Department's ("LCFD") Mobile Integrated Health ("MIH") staff member is conducting a home visit and determines that the patient's condition requires immediate medical transport to a hospital, and an LCFD transport capable unit is the closest unit to respond; or
 - e. When AMR responds to a call for service within the City of Las Cruces without a paramedic and paramedic care is deemed necessary by the LCFD paramedic on scene, the patient will be transported by the most readily available transport capable unit (a "Ride In").
13. Any mass casualty incident will be governed by the terms of the applicable mutual aid agreement.
14. Patients receiving transport from the City under the terms of Paragraph 12 above shall be billed by the City pursuant to the Doña Ana County AMR tariff approved in NMPRC Case No. 11-00052-TR-R.
15. In the event that a LCFD paramedic accompanies and assists an AMR crew during a "Ride In", AMR shall reimburse the City a flat rate of fifty dollars (\$50.00).
16. The City, the County, and AMR will collaborate in making changes to the MVRDA, including but not limited to the dispatching of 911 calls for medical emergency and the use of mapping software and/or features for the purpose of improving the design and efficiency of the 911 System and meeting the terms of this Settlement Agreement.
17. Under the terms of Section II(A)(1)(c) of Attachment A to the existing Contract 16-020 between AMR and the County, when LCFD is the first responder on the scene and AMR NMPRC Case No. 20-00058-TR-M Settlement Agreement

provides transport, AMR will replace disposable medical supplies in a one-for-one exchange at no cost to LCFD. If AMR is unable to provide identical or substantially equivalent supplies at the time of the response or, at its option, by the end of the calendar month, the City will issue to AMR a detailed list of the supplies that have not been restocked during the previous month. AMR shall be required to replace those supplies in kind within thirty (30) days of the issuance of the monthly list by the City. AMR is not responsible for supplies beyond what is used for patient care. .

18. The Parties agree that all the terms and conditions of Contract 16-020, the current contract between AMR and the County, shall remain intact with all performance standards and funding mechanisms unchanged throughout the term of the contract, unless a change is mutually agreed upon by all parties to that contract.

PHASE 2: Operations for the Entirety of Doña Ana County after February 4, 2023

19. The City recognizes the County's goal to maintain a unified 911 System for medical emergencies in the County.

20. The City and County agree that, through a memorandum of understanding ("MOU"), the City of Las Cruces will manage or provide for all ambulance services for the entire County commencing February 5, 2023, under an agreed-upon set of performance standards no less rigorous than those that currently are in place. The County will support the City's application for reissuance of a certificate from the Commission to provide ambulance services from points within the City of Las Cruces. Likewise, the City will support the County's application for reissuance of a certificate from the Commission to provide ambulance services from points within all of Doña Ana County.

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21. The Term of any such MOU shall be for a minimum of nine (9) years. Every three (3) years, prior to renewal of the City and County's ambulance certificates, the City and County will perform a joint assessment of the MOU.

22. This Agreement contemplates that the City will issue a competitive request for proposals ("RFP") for service commencing February 5, 2023 to select a contractor or contractors for ambulance services for a unified response system throughout Doña Ana County.

23. The City and the County will jointly develop the standards for such services and for the RFP, which among other things will require respondents to clearly identify and quantify any (or no) subsidy requirements. The selection of a proposal shall be made by the City with the use of a Selection Advisory Committee that shall include representatives of the County and the County's interests.

25. Upon selection of a contractor or contractors for ambulance services for a unified response system throughout Doña Ana County, the City and County will jointly file an application to lease both certificates for the City and the County as needed.

26. The County also agrees to pay the City an annual fee for the provision of such services commensurate with its current obligation under Contract No. 16-020 with AMR, adjusted for demographic changes, inflation, and the level of services set forth in the MOU and the competitive RFP described in paragraphs 19 through 25, above. The annual fee paid by the County shall not exceed the amount of the subsidy or subsidies paid to the contractor or contractors selected pursuant to the RFP process described below. Increases in subsidy amount shall be mutually agreed upon by the City and County.

27. Any contract awarded pursuant to the City's RFP must be in place before February 5, 2023.

General Terms

28. Pursuant to Rule 1.2.2.20(D) NMAC, all Parties agree that this Agreement is not and should not be construed as precedential or persuasive with regard to any principle or issue raised in this proceeding, including but not limited to, the scope, meaning and application of NMSA 1978, § 5-1-1 and that no party has waived, abandoned, or otherwise conceded any argument or position raised or taken by that party in this proceeding with regard to any future proceeding before the Commission or otherwise.

29. This Settlement Agreement shall be signed by duly authorized representatives of all parties and reflect ratification of both the Doña Ana Board of County Commissioners and the Las Cruces City Council.

30. This Settlement Agreement is only with respect to the above referenced NMPRC proceeding. It is not a representation of approval from any other agency that may be required for operation, management and billing requirements of any other agency. AMR and the County make no representations that this Settlement Agreement constitutes any additional approvals for billing and collecting from various private insurance companies, Medicaid, or Medicare.

31. This Settlement Agreement in its entirety represents a fair, just, and reasonable resolution of the issues presented in this case.

32. The Parties may agree to the terms of this Settlement Agreement through the execution of one or more counterparts or separate signature pages.

APPLICANT CITY OF LAS CRUCES

By: _____

Ifo Pili

City Manager

700 N. Main, Suite 3200

Las Cruces, NM 88001

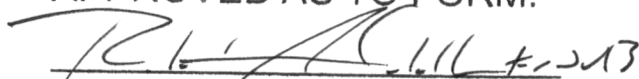
(575) 541-2270

Email: ipili@las-cruces.org

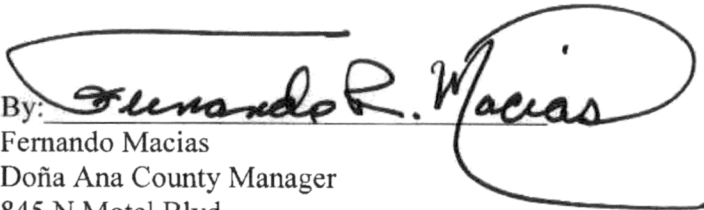


DATED: Done this ____ day of December, 2020.

APPROVED AS TO FORM:


City Attorney

PROTESTOR DOÑA ANA COUNTY

By: 

Fernando Macias

Doña Ana County Manager

845 N Motel Blvd

Las Cruces, New Mexico 88007

Phone: (575) 525-5802 (Office)

Fax: (575) 525-5812

fernandom@donaanacounty.org

DATED: Done this 4th day of December, 2020.

PROTESTOR AMERICAN MEDICAL RESPONSE

By: _____

W. Ann Maggiore

Butt Thornton & Baehr PC

Post Office Box 3170

Albuquerque, NM 87190

Phone (505) 884-0777

Email: wamaggiore@btblaw.com

DATED: Done this ____ day of December, 2020.

MEMORANDUM

To: Ifo Pili, City Manager
From: Robert A. Cabello, Senior Assistant City Attorney
Date: December 14, 2020
Subject: Settlement Agreement

RAC

On March 4, 2020, the Las Cruces Fire Department (LCFD) filed for certificate of public necessity and convenience, essentially a permit, in the PRC to provide ambulance service. On March 26, 2020, Doña Ana County and AMR filed separate protests against LCFD's application because both entities provide ambulance services.

Attached is a Settlement Agreement between the City of Las Cruces and Doña Ana County and American Medical Response (AMR) in the New Mexico Public Regulation Commission (PRC) case, number 20-00058-TR-M. This Settlement Agreement will go before City Council on December 21, 2020, to ratify the signature of the City Manager. The terms of the Settlement Agreement operate in two phases.

In the first phase, which will be from the effective date of settlement until February 4, 2023, Doña Ana County and AMR will withdraw their protests to LCFD's application in the PRC. The City agrees the operating authority granted to the City by the certificate shall not be transferred or leased to any third party. The City also agrees to transport sick and injured persons located within the Las Cruces city limits in conformance with the certificate issued by the PRC in the following circumstances: when AMR does not have an ambulance available; when AMR cannot respond within 10:59 minutes; when LCFD is on scene and a potential loss of life or limb emergency exists; when the LCFD's Mobile Integrated Health (MIH) staff member is conducting a home visit and determines that the patient's condition requires immediate medical transport; or when AMR responds to a call for service without a paramedic and a paramedic is deemed necessary.

In the second phase, which will be the period after February 4, 2020, the City and Doña Ana County agree that, through a memorandum of understanding (MOU), the City of Las Cruces will manage or provide for all ambulance services for the entire county, commencing February 5, 2023, under an agreed-upon set of performance standards no less rigorous than those that currently are in place. The County will support the City's application for reissuance of a certificate from the PRC to provide ambulance services from points within the City of Las Cruces. Likewise, the City will

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support the County’s application for reissuance of a certificate from the PRC to provide ambulance services from points within all of Doña Ana county. The Term of any such MOU shall be for a minimum of nine (9) years. Every three (3) years, prior to renewal of the City and County’s ambulance certificates, the City and County will perform a joint assessment of the MOU. The City will issue a competitive request for proposals (RFP) for service commencing February 5, 2023, to select a contractor or contractors for ambulance services for a unified response system throughout Doña Ana county. The City and County will cooperate and jointly develop the standards for ambulance services and for the RFP for such services. The County also agrees to pay the City an annual fee for the provision of such services commensurate with its current obligation under contract with AMR, adjusted for demographic changes, inflation, and the level of services set forth in the MOU and the competitive RFP. The annual fee paid by the County shall not exceed the amount of the subsidy or subsidies paid to the contractor or contractors selected pursuant to the RFP process described below. Increases in subsidy amount shall be mutually agreed upon by the City and County.

If the Settlement Agreement is acceptable, please sign where indicated and return it to the City Attorney’s Office.

Attachment

- cc: Jennifer Vega-Brown, City Attorney
- cc: Barbara De Leon, Interim Assistant City Manager
- cc: Eric Enriquez, Assistant City Manager

1714.2020
Initials: Approval by Emi.)
Initials: MD
Initials: EE