

CITY OF LOVINGTON
REGULAR MEETING OF THE CITY COMMISSION

MONDAY, JULY 8, 2013 @ 5:30 P.M.
TO BE HELD AT 214 SOUTH LOVE STREET

AGENDA

Notice of this meeting has been given to the public in compliance with Section 10-15-4 NMSA 1978

OPEN MEETING

Call to Order
Roll Call
Invocation- Mayor Drummond
Pledge of Allegiance- Mayor Drummond
Approval of Agenda
Approval of the Regular Minutes of June 24, 2013 TAB 1

NON-ACTION ITEMS:

Discussion of Water Shut Off Policy /Ordinance TAB 2

ACTION ITEMS:

Consideration of Approval of Planning & Zoning Appointment TAB 3
Consideration of Approval of Agreement between the City & Area Agency on Aging TAB 4
Consideration of Approval of Resolution 070813-01 – Approval to Sign Contracts with TAB 5
Non Metro Area Agency on Aging
Consideration of Approval of Resolution 070813-02-PERA Plan Change TAB 6
Consideration of Approval of Temporary Restroom Services Contract TAB 7
Consideration of Approval of Temporary Closure of 1st Street between TAB 8
Polk & Harrison, July 27, 2013
Consideration of Approval of Lodger’s Tax Board Recommendations TAB 9
Consideration of Approval of Accounts Payables TAB 10

PUBLIC COMMENT

CLOSED SESSION

Pursuant to Section 10-15-1 NMSA 1978 Subsection H-7 to discuss TAB 11
Threatened or pending litigation

ADJOURNMENT

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the City Clerk at 575-396-2884 at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk at 575-396-2884 if a summary or other type of accessible format is needed.

**REGULAR MEETING OF THE CITY COMMISSION
MONDAY, JUNE 24, 2013 @ 5:30 P.M.
CITY COMMISSION CHAMBERS, 214 S. LOVE STREET**

Present and answering roll call: Mayor Drummond, Commissioners Gandy, Granath, and Bengé.

Also present: City Manager James Williams, Assistant City Manager Jared Cobb, Finance Director Mashell Stephens, Administrative Assistant Imelda Gutierrez, City Clerk Carol Ann Hogue, Chief of Police Danny Bryant and City Attorney Patrick McMahan.

Not Present: Commissioner Trujillo

Call to Order: The meeting was called to order by Mayor Drummond at 5:30 p.m.

Invocation: Commissioner Gandy gave the invocation

Pledge of Allegiance: Commissioner Gandy led the pledge

Approval of Agenda: Drummond asked for a motion to approve the agenda as submitted. Commissioner Gandy so moved to amend the agenda and move Tab 8 – Consideration of Approval of the Agreement to House Inmates between Lea County & the City of Lovington to a non-action item. Commissioner Granath seconded. Motion was approved.

Approval of the Regular Minutes of June 10, 2013: Mayor Drummond asked for a motion for approval of the regular minutes of June 10, 2013. Commissioner Gandy so moved. Commissioner Granath seconded. Motion was approved.

NON-ACTION ITEMS:

Discussion of Avenue D Park Restrooms: City Manager James Williams discussed what it would cost to rent a porta-john. It is approximately \$375 per month for each unit. The purchase of a porta-john was quoted verbally at approximately \$500 per unit plus shipping. To service the units, if purchased, could cost \$50 per service. Staff is concerned about the durability of units (vandalism, etc.). Commissioner Bengé would like for the City to look into building permanent restrooms in the future. Commissioner Gandy stated that they do need temporary restrooms for the summer. Mr. Williams asked the Mayor if they should have 2 units or more for men & women. Mayor Drummond asked Mr. Williams to look into Lea County Septic Tank Service in Hobbs, NM.

Discussion of Agreement to House Inmates between Lea County & the City of Lovington: City Attorney Patrick McMahan discussed with City Manager Williams some issues that needed to be changed or at least addressed that are now in the original contract. The effective date of this agreement will begin on July 1, 2013 and end on June 30, 2014. Mayor Drummond asked Attorney McMahan to amend the agreement to what is in the best interest for the City. No action was taken.

ATION ITEMS:

Consideration of Approval of Library Board Appointment: Mayor Drummond called for a motion to approve the Library Board Appointment. The Lovington Public Library Board of Trustees has recommended Kenda Medellin to serve on the Board. The term will expire in January 2016. Commissioner Granath so moved. Commissioner Gandy seconded. Motion was approved.

Consideration of Approval of Lovington & New Mexico MainStreet MOU: Mayor Drummond called for a motion to approve the MainStreet MOU. The Biennial Memorandum of Understanding is a funding commitment for Lovington MainStreet from July 1, 2013 through July 31, 2015. In the FYI Budget 2013-2014, the City has budgeted \$35,000 for these activities. Commissioner Benge so moved. Commissioner Gandy seconded. Motion was approved.

Consideration of Approval of Resolution 062413-01-Support of a Public Private Economic Development MainStreet Project: Mayor Drummond called for a motion to approve the Resolution 062413-01. In order to fulfill one of the obligations in the MOU, the City is required to adopt Resolution 062413-01. Commissioner Gandy so moved. Commissioner Benge seconded. Motion was approved.

Consideration of Approval of CAPERS Contract: Mayor Drummond called for a motion to approve the CAPERS Contract. City Manager Williams said the agreement included the indemnification clause as well as agreeing to submit to the jurisdiction of the State of New Mexico. The initial implementation cost is \$57,000 that is budgeted for with recurring annual maintenance fees of \$10,000 per year. Commissioner Granath so moved. Commissioner Gandy seconded. Motion was approved.

Consideration of Approval of Water Users Association Appointments: Mayor Drummond called for a motion to approve the Water Users Association Appointments. The terms of both Lovington Representatives Neil Granath & John Norris have expired. City Manager Williams stated that John Norris would like to be reappointed to the board. Commissioner Granath also mentioned that he would like to be reappointed. Commissioner Gandy so moved. Commissioner Benge seconded. Motion was approved.

Consideration of Approval of Water Department Charge Offs & Inactive Account List: Mayor Drummond called for a motion to approve the Water Department Charge Offs & Inactive Account List. Mayor Drummond thought the disconnection fee was increased to stop having so many charge offs. City Manager Williams mentioned that the accounts are over 5 years old (2007-2008). The total charge offs \$14,945.95 and the inactive accounts total is \$17,886.25. Staff is preparing a policy to provide consistency in determining when water accounts are shut off. In addition, they will be researching the use of a collection agency to limit our loss. Commissioner Benge so moved. Commissioner Granath seconded. Motion was approved.

Consideration of Approval of Ambulance Charge Offs: Mayor Drummond called for a motion to approve the Ambulance Charge Offs. City Manager Williams mentioned that the EMS Division of the Fire Department has prepared the list of 5 years charge offs of uncollectible accounts. All the efforts to collect, as well as processing through the collection agency have been exhausted. The total charge offs as of June 18, 2013 is \$43,010.20. The Department cannot collect a deposit. Commissioner Benge so moved. Commissioner Gandy seconded. Motion was approved.

Consideration of Approval to Replat of Lot 3, Block 5, Fern Subdivision (Kingwood Ave): Mayor Drummond called for a motion to approve the replat of Fern Subdivision. Virgil Petree is dividing lot 3 into three 50' x 140' lots. The P&Z Commission recommended approval of the plat. Commissioner Gandy so moved. Commissioner Granath seconded. Motion was approved.

Consideration of Approval of Simpson Subdivision Final Plat – Replat of Lots 12, 13, & 14: Mayor Drummond called for a motion to approve the Simpson Subdivision Final Plat. Mary Ann Marquez is eliminating lot 13 and expanding the size of lots 12 & 14. The P&Z Commission has recommended approval of the plat. Commissioner Granath so moved. Commissioner Gandy seconded. Motion was approved.

PUBLIC COMMENT: None

OTHER:

- Commissioner Gandy asked about the City Ordinances regarding the large trucks parking in the residential areas. Commissioner Bengé and City Manager Williams are working on the ordinances.
- Mayor Drummond thanked the Lovington Police Department for responding to her home alarm at her residence.
- NMML Conference in Taos, NM in August, 2013

ADJOURNMENT:

There being no further business the meeting adjourned at 6:15 p.m.

APPROVED: _____

DIXIE DRUMMOND, MAYOR

ATTEST: _____

CAROL ANN HOGUE, CITY CLERK

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: July 8, 2013

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Water Shut Off Policy or Ordinance
DEPARTMENT: Water Department
SUBMITTED BY: Carol Ann Hogue
DATE SUBMITTED: July 1, 2013

STAFF SUMMARY:

Staff have completed a proposed water shut off policy for your review and discussion.

Legal will provide information as to the pro's and con's of implementing this item as policy or adopting it as an ordinance.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

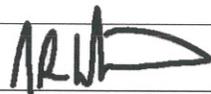
ATTACHMENTS:

Policy

RECOMMENDATION:

Information only.

Department Head



City Manager

Water Turn-Off Policy

1. Water bills are mailed the third week of each month and are due by the 10th of the following month. The bill shows the customer name, the amount, and date the bill is due. There is also a reminder that the customer will incur a 5% late penalty if payment is received after the 10th, and will be disconnected if the balance is not paid, or an extension request is not granted, by the 26th.
2. If the balance is not paid by the 10th of the following month, a 5% late penalty is applied to the bill. An additional bill with the late penalty is mailed to the customer with a reminder that utility service will be disconnected if payment, or an extension request, is not made by the 26th.
3. Payment must be received, or an extension request granted, by the 26th to avoid being disconnected. Service will be disconnected after the 26th and a \$50 reinstatement fee will be added to the bill. This fee applies regardless of whether the service has been disconnected; the process of compiling the turn-off list requires extensive staff time and it would be unfair to shift this cost off to other customers.
4. Payment extensions will only be allowed twice per calendar year. Customers who request an extension will be given an additional 30 days to pay their balance in full, but will still incur the 5% late penalty. If the balance remains unpaid after the extension, service will be disconnected and will not be reinstated until the balance is paid in full, along with the \$50 reinstatement fee.
5. All extensions will require the customer to complete a Payment Extension Request Form. These forms will be kept on file until January 1st of the following year.
6. This policy shall take effect on August 1, 2013. Customers with an *existing* balance in excess of \$250 will be given the option to sign up for a payment plan, whereby the customer will be required to place a 20% down payment and pay the remaining balance off in equal monthly installments over a period of six months. Failure to make timely payments, or to keep current on new bills, will result in the disconnection of water service. To reinstate service the customer will be required to pay the remaining balance on their account and a \$50 reinstatement fee.

Payment Extension Request Form

Customer: _____ **Account #:** _____

Telephone: _____ **Address:** _____

By signing the following payment extension request, I affirm that I have read and understand the attached Water Turn-Off Policy for the City of Lovington, New Mexico. Furthermore, I understand that if I fail to adhere to the terms of this policy my water service will be disconnected until which time I pay the balance in full and a \$50 reinstatement fee.

Extension 1

Payment Due Date: _____ **Signature:** _____ **Date:** _____

Extension 2

Payment Due Date: _____ **Signature:** _____ **Date:** _____

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: July 8, 2013

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Planning and Zoning Commission Appointment
DEPARTMENT: Planning and Zoning Commission
SUBMITTED BY:
DATE SUBMITTED: June 24, 2013

STAFF SUMMARY:

Staff have received word from Bobby Kimbro of Lea County Electric who has expressed his interest in serving on the Lovington Planning and Zoning Commission. The appointment of Mr. Kimbro would allow for one of our local utility companies to be represented.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

RECOMMENDATION:

Motion to approve appointment.

Department Head



City Manager

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: July 8, 2013

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Direct Purchase of Services Vendor Agreement
DEPARTMENT: Senior Citizens Center
SUBMITTED BY: Norma Vejil, Director
DATE SUBMITTED: June 24, 2013

STAFF SUMMARY:

Attached is the agreement between the City of Lovington and the NCNMEDD Area Agency on Aging. This agreement provides funding for Senior Citizen meals, transportation, case management, and activities.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

Total funding received will not exceed \$166,748

ATTACHMENTS:

Agreement

RECOMMENDATION:

Motion to approve

Department Head



City Manager

**North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging**

**DIRECT PURCHASE OF SERVICES
VENDOR AGREEMENT**

City of Lovington, hereinafter referred to as Vendor, and the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as Agency, enter this Agreement effective July 1, 2013, in accordance with the Older Americans Act of 1965 (OAA), as amended, as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency's Direct Purchase of Services program.

The Agency's Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act, as amended, the State of New Mexico Aging and Long Term Services Department and the Agency.

1. SCOPE OF SERVICES.

A. Services. The Vendor agrees to provide service(s) to eligible clients as identified in accordance with the Direct Purchase of Service vendor application or Service Delivery Plan, all required assurances, licenses, certifications and rate setting documents, as applicable.

Service:

- Congregate Meals
- Home Delivered Meals
- Homemaker/Housekeeping
- Adult Day Care
- Respite
- Transportation
- Assisted Transportation
- IIID Health Promotion Activities (Evidenced-Based)
 - Health Education/Training
 - Health Screening
 - Health Physical Fitness/Exercise
- Chore Services
- Case Management
- Other Health Promotion Activities (Non IIID)
- IIIE Family Caregiver Support Program

Service Definitions:

Congregate Meals – A hot or other appropriate meal, served to an eligible person, which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting five (5) or more days per week. There are two types of congregate meals:

- Standard meal – A regular meal from the standard menu that is served to the majority of the participants.
- Therapeutic meal or liquid supplement – A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietician (e.g., diabetic diet, renal diet, tube feeding).

Home Delivered Meals – Hot, cold, frozen, dried, canned or supplemental food (with a satisfactory storage life) which provides a minimum of one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and is delivered to an eligible person in the place of residence. The objective is to assist the recipient to sustain independent living in a safe and healthful environment five (5) or more days per week. Home delivered meals may be served as breakfast, lunch, dinner or weekend meals.

Homemaker/Housekeeping – Assistance with meal preparation, shopping, managing money, making telephone calls, light housework, doing errands and/or providing occasional transportation.

Adult Day Care – A supervised, protective, congregate setting in which social services, recreational activities, meals, personal care, rehabilitative therapies and/or nursing care are provided to dependent adults. Facility must be licensed by the State of New Mexico.

Respite – Temporary, substitute supports or living arrangements for care recipients, which provide a brief period of relief or rest for caregivers. This may be provided in the client's home environment, a congregate or residential setting (e.g., hospital, nursing home, and adult day center) to dependent older adults who need supervision.

Transportation – Taking an older person from one location to another. This does not include any other activity. Demand/Response – transportation designed to carry older persons from specific origin to specific destination upon request.

Assisted Transportation – Providing assistance and transportation, including escort, to an older individual who has difficulties (physical or cognitive) using

regular vehicular transportation. The “trip” includes the following: assisting the older individual from preparation for the trip, to assisting the older individual from their place of residence into the vehicle providing transportation, assisting the older individual from the transporting vehicle to the destination, such as the doctor’s office staying with the older individual at the point of destination; and the reverse for a return trip.

Health Promotion Activities – This includes health fairs, physical fitness activities conducted by an exercise professional, (i.e. Aerobics’ Instructor), medication management that is inclusive of monitoring, screening and education to prevent incorrect medication usage and adverse drug reaction. Home safety/accident prevention that involves a home assessment, assistive devices, accident prevention training, assistance with modifications to prevent accidents/facilitate mobility, and/or follow-up services to determine effectiveness of modifications/assistive devices.

Health Education/Training – Formal or informal opportunities for individuals to acquire knowledge or experience, increase awareness, promote personal or community enrichment and/or increase or gain skills.

Health Screening – Pre-nursing home admission screening and/or routine health screening.

Physical Fitness/Exercise – Individual or group exercise activities (with or without equipment), such as walking, running, swimming, sports and/or Senior Olympics physical conditioning/training.

Title IIID Health Promotion Activities (Evidence-Based) – Education and implementation activities that support healthy lifestyles and promote healthy behaviors. Evidence-based is a graduated or tiered set of criteria used to define evidence-based interventions implemented through Older Americans Act funding. While the goal is for all title IIID activities to move toward meeting the highest level criteria, programs meeting minimal or intermediate criteria will meet FY 2012 requirements.

Minimal Criteria – 1) Demonstrated through evaluation to be effective for improving health and well-being or reducing disease, disability and/or injury among older adults; and 2) Ready for translation, implementation and/or broad dissemination by community-based organizations using appropriately credentialed practitioners.

Intermediate Criteria – 1) Meets minimal criteria; 2) Published in a peer-review journal; 3) Proven effective with the older adult population, using some form of control condition (such as pre-post study or control group); and 4) Some basis in translation for implementation by community-based organizations.

Highest-level Criteria – 1) Meets minimal and intermediate criteria; 2) Undergone experimental or quasi-experimental design; 3) Full translation has occurred in community site; and 4) Dissemination products have been developed and are available to the public.

Chore – Assistance with heavy housework, yard work or sidewalk maintenance at a person’s place of residence.

Case Management - Assistance either in the form of access or care coordination in circumstances where the older person is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required. Note: This is an ongoing process including assessing needs of a client and effectively planning, arranging, coordinating and follow-up services which most appropriately meet the identified needs as mutually defined by the client, staff, and where appropriate, a family member(s) or other caregiver(s).

III Family Caregiver Support Program - Services for family caregivers and grandparent caregivers. The following are the allowable service categories:

Information Services - Information about available services (e.g. public education, participation at health fairs, etc);

Access Assistance - Assistance to caregivers in gaining access to services which is considered one-on-one contact (e.g., information and assistance, care coordination, case management);

Counseling - Individual counseling, organization of support groups, and caregiver training to assist the caregivers in making decisions and solving problems relating to their responsibilities (e.g. advice, guidance, and instruction to caregivers on an individual or group basis);

Respite Care - Enable caregivers to be temporarily relieved from their care- giving responsibilities. See above for complete definition.

Supplemental Services – Services provided on a limited basis, to compliment the care provided by caregivers. No more than 20 percent of the federal funding can be dedicated to supplemental services. Examples of supplemental services include: home safety audits, home modification, assistive technologies, emergency alarm response systems, home delivered meals, medical transportation and incontinent and other caregiving supplies. Services must be on a temporary basis.

Unit Measurements

| | |
|----------------------|----------|
| Congregate Meal: | One Meal |
| Home Delivered Meal: | One Meal |

| | |
|----------------------------------|-----------------------------|
| Homemaker/Housekeeping | One Hour |
| Adult Day Care | One Hour |
| Respite Care (Includes IIIIE) | One Hour |
| Transportation | One, One-Way Trip |
| Assisted Transportation | One, One-Way Trip |
| Health Promotion (IIID/Non-IIID) | |
| Health Education/Training | One Hour |
| Health Screening | One Hour |
| Physical Fitness/Exercise | One Session per Participant |
| Chore | One Hour |
| Case Management | One Hour |
| IIIIE Access Assistance | One Contact |
| IIIIE Counseling | One Session per Participant |
| IIIIE Information Services | One Activity |
| IIIIE Supplemental Services | One Distribution Event |

Service Area: City of Lovington.

Targeting: Services are designed to identify eligible clients, with an emphasis on high risk clients and serving older individuals with the greatest economic and social need, low income minorities and those residing in rural areas, as identified in the Older Americans Act.

B. Payment for Services. For the services determined by the Agency to be satisfactorily provided by Vendor hereunder, the Agency shall pay the vendor, during the term, an aggregate amount, including gross receipts tax, not to exceed **\$166,748**. Said aggregate amount is to be derived from the following sources, when performance levels/units are met.

1. **\$12,985** from Title III-B of the OAA;
2. **\$0** from Title III-C1 of the OAA;
3. **\$7,470** from Title III-C2 of the OAA;
4. **\$0** from Title III-D of the OAA;
5. **\$0** from Title III-E of the OAA; and
6. **\$146,293** from the NMGAA-State/HB-2.

C. Services and Reimbursement Methodology:

| Service | Total Unit Cost | Federal Title III & State Negotiated Unit Costs | Units of Service | Persons |
|---|----------------------|--|---------------------|---------|
| | (III,State,PI,Local) | | | |
| Congregate Meals | \$10.91898 | \$6.28898 | 9800 | 255 |
| Home Delivered Meals | \$13.15005 | \$9.20240 | 8004 | 58 |
| Transportation | \$9.78240 | \$4.19467 | 7500 | 58 |
| Assisted Transportation | \$ | \$ | | |
| Case Management | \$ | \$ | | |
| Adult Day Care | \$ | \$ | | |
| Respite | \$ | \$ | | |
| Chore Services | \$ | \$ | | |
| Homemaker/Housekeeping | \$ | \$ | | |
| Health Education/Training | \$ | \$ | | |
| Physical Fitness/Exercise | \$ | \$ | | |
| Health Screening | \$ | \$ | | |
| Home Safety | \$ | \$ | | |
| Medication Management | \$ | \$ | | |
| NFCSP – Family Caregivers: Elderly | | | | |
| CG - Counseling | \$ | \$ | | |
| CG – Respite Care | \$ | \$ | | |
| CG - Supplemental | \$ | \$ | | |
| CG - Assistance | \$ | \$ | | |
| CG - Information | \$ | \$ | | |
| NFCSP – Family Caregivers: Grandchildren | | | | |
| CG - Supplemental | \$ | \$ | | |
| CG – Respite Care | \$ | \$ | | |
| CG - Assistance | \$ | \$ | | |

D. Payment for services shall be consistent with all applicable federal and state laws and regulations.

E. Payments to the Vendor will be made subsequent to receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Vendor's own risk, and the Agency shall not be liable for such expenditures.

F. Payments to the Vendor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Vendor. The Vendor agrees to hold the Agency harmless against all audit exceptions arising from the Vendor's violation and shall make restitution to the Agency of such amounts of money due to the Vendor's non-compliance.

G. The total payments for services rendered by the Agency under the terms and conditions of this Agreement shall not exceed those listed in this Agreement.

2. **TERMS OF AGREEMENT.**

In addition to the other provisions contained in this Agreement, the parties agree to the following:

A. The Vendor agrees to:

- 1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long Term Services Department policies and the OAA.
 2. Target services to older individuals with greatest economic and social need, including low-income minorities and older individuals residing in rural areas, as applicable.
 3. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the AAA by the close of business on the second (2nd) day of each month following the last day of the month in which services were provided. If the second (2nd) day falls on a weekend or AAA holiday, the information shall be delivered by the close of business on the next business day.
 4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals) on the day conducted.
 5. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned.

6. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA. An automatic charge of 1/12 of budgeted local income will be applied monthly. The Letter of Commitment of local funds shall be submitted with the signed contract.
7. Maintain communication and correspondence concerning clients' status with the Agency.
8. Submit timely and accurate information necessary for reimbursement.
 - a. All SAMS data should be verified and reconciled by the Vendor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA Santa Fe office by the 7th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Vendor.
 - b. Quarterly financial reports with year-to-date to include approved budget, year-to-date expenses and year-to-date revenue, to be submitted by the 15th working day of the month following the end of the quarter.
9. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
10. Employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward or payment.
11. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Vendors must ensure that the farm food products meet the state EID requirements.

B. Through Direct Purchase of Service, the Agency agrees to:

1. Review client intake and assessment forms completed by the Vendor, as applicable, to determine client eligibility. Client intake and assessment forms will be housed at the NCNMEDD Non-Metro Area Agency on Aging (as applicable).
2. Maintain communication and correspondence concerning clients' status.
3. Provide timely consultation and technical assistance to the Vendor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a

general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all clients.

6. Provide start-up funds if applicable.
7. Allow re-negotiation of cost of services based on special circumstances.
8. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. ASSURANCES.

- A. *Americans with Disabilities Act of 1990 –*
The Vendor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.
- B. *Section 504 of the Rehabilitation Act of 1973 –*
The Vendor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Vendor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.
- C. *Age Discrimination in Employment Act of 1967 –*
The Vendor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).
- D. *Drug Free Workplace*
The Vendor shall comply with the Drug-Free Workplace Act of 1988.
- E. *Certification Regarding Debarment*
The Vendor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.
- F. *Independent Audit*
The Vendor will provide a financial and compliance audit report to the Agency covering the period of July 1, 2013 through June 30, 2014. The audit report provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with

generally accepted auditing standards and shall encompass the following provisions:

1. The Vendor, expending \$500,000 or more in combined federal funds, shall have an audit conducted in accordance with Revised Circular A-133, which incorporates the 1996 Single Audit Act amendments. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report.
2. Governmental-type vendors expending less than \$500,000 in combined federal awards shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.) which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
3. Non-governmental vendors expending between \$25,000 in federal and state funds combined and less than \$500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.

4. For those vendors that expend less than \$15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Agency, such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided and final number of individuals served.
5. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
6. The vendor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

G. *Equal Opportunity Compliance.*

The Vendor agrees to abide by all federal and state laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Vendor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Vendor is found not to be in compliance with these requirements during the life of this Agreement, Vendor agrees to take appropriate steps to correct these deficiencies.

H. *Compliance with Aging and Long-Term Services Department Functions.*

The Vendor shall perform in accordance with the OAA and directives of the U.S. Administration on Aging: rules, regulations, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature, the approved Area Plan, the approved Service Plan, and the terms and conditions of this Agreement.

I. *Non-Discrimination Service Delivery.*

The Vendor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which

have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

4. TERM.

This Agreement shall begin on July 1, 2013 and terminate on June 30, 2014, unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150.

5. TERMINATION.

A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Vendor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately, upon written notice to the Vendor, if the Vendor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Vendor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Vendor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Vendor's default or breach of this Agreement. This Agreement may also be terminated by the Vendor upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Vendor, the Vendor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Vendor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Vendor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Vendor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Vendor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY VENDOR.

A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Vendor contained in this Agreement, the following constitute a breach of Vendor's obligations and duties hereunder:

1. The Vendor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state or local laws, rules or regulations.
2. The Vendor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
3. Unless otherwise duly authorized in writing by the Agency, the Vendor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

B. Upon a determination by the Agency that the Vendor shall be in breach of this Agreement, the Agency shall provide written notice to the Vendor specifying the facts and circumstances constituting the breach(es) and advising the Vendor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Vendor's efforts to comply with obligations remaining under this Agreement. Unless otherwise deemed confidential under applicable law, such monitor shall have authority to review any or all of the Vendor's records, policies, procedures, and financial records germane to the Vendor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Vendor to advise in the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds paid to the Vendor hereunder.
2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Vendor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation paid to Vendor.
3. The Agency may deem the Vendor ineligible for the receipt of any additional funds to be paid to Vendor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.

5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Vendor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law

7. APPROPRIATIONS.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Vendor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Vendor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Vendor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

8. STATUS OF VENDOR.

The Vendor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Vendor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Vendor acknowledges that all sums received hereunder are reportable for income tax purposes.

9. ASSIGNMENT.

The Vendor shall not assign or transfer any interest in this Agreement, assign any claims for money due, or to become due under this Agreement, without the prior written approval of the Agency.

10. SUBCONTRACTING.

The Vendor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

11. RELEASE.

The Vendor acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees from all liabilities, claims and obligations, whatsoever, arising from or under this Agreement. The Vendor agrees not to purport to bind the Agency unless the Vendor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY.

Any information provided to or developed by the Vendor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Vendor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Vendor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

13. PRODUCT OF SERVICE – COPYRIGHT.

All materials developed or acquired, by the Vendor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Vendor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Vendor.

14. CONFLICT OF INTEREST.

The Vendor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Vendor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

15. AMENDMENT.

This Agreement shall not be altered, changed or amended, except by instrument in writing, executed by the parties hereto.

16. MERGER.

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto, concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. PENALTIES.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

18. APPLICABLE LAW.

The laws of the State of New Mexico shall govern this Agreement.

19. WORKERS COMPENSATION.

The Vendor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Vendor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

20. RECORDS AND FINANCIAL AUDIT.

The Vendor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Vendor receives federal funds subject to the Single Audit Act, the Vendor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION.

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 limitation of the New Mexico Tort Claims Act.

22. INTERNAL DISPUTE MEDIATION.

The Vendor shall attempt to resolve all disputes with participants by negotiation in good faith and with such mediators as may be acceptable to the parties involved. The Vendor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Vendor must provide all participants with notice, at the commencement of the contract year, that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Vendor hereby agree and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Vendor and the Vendor hereby agrees to be bound by said resolution.

5. Failure of the Vendor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

23. PARTICIPANT GRIEVANCE.

The Vendor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Vendor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Vendor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

24. KEY PERSONNEL.

The Agency shall be notified of changes in, and must concur with the selection process for, Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager

25. INVALID TERM OR CONDITION.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. ENFORCEMENT OF AGREEMENT.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. NOTICES.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

AGENCY:

NCNMEDD
 Attn: Jenny Martinez
 PO Box 5115
 Santa Fe, NM 87502

VENDOR:

28. INSURANCE.

The Vendor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Vendor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Vendor's employees. All policies of liability insurance that Vendor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Vendor shall furnish to the Agency a memorandum or certification of both the comprehensive and general liability insurance, as well as the workers' compensation insurance, before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

29. AUTHORITY.

The individual(s) signing this Agreement on behalf of Vendor represents and warrants that he or she has the power and authority to bind Vendor, and that no further action, resolution, or approval from Vendor is necessary to enter into a binding contract.

30. SIGNATURES.

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2013.

City of Lovington
Legal Name of Vendor

NCNMEDD
Non-Metro Area Agency on Aging
Name of Area Agency on Aging

Signature



Signature

Printed/Typed Name of Signatory

Tim Armer, Executive Director
Printed/Typed Name of Signatory

Date

JUN 12 2013

Date

NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING
NOTIFICATION OF GRANT AWARD (NGA)

| GRANTEE: City of Lovington ADDRESS: | | APPROVED BUDGET PERIOD FROM: 7/1/2013 TO: 6/30/2014 | | | | Grant/Action | | NGA DATE 6.3.13 | |
|--|------------------------|---|---|-----------|-----------------------------|--------------|------------|--------------------|------------|
| | | | | | | New/Cont: | X | | Revision: |
| PHONE: | | | | | | BAR: | | | |
| | | | | | | Other: | | | |
| DESCRIPTION | | FEDERAL | STATE | LOCAL | Fundraising- Foundations | PROJ. INC. | TOTAL | | |
| Title IIIB | Access | \$ 12,985 | \$ 18,475 | \$ 40,895 | \$ - | \$ 1,013 | \$ 73,368 | | |
| | In-Home | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| | Community All Other | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| | Subtotal | \$ 12,985 | \$ 18,475 | \$ 40,895 | \$ - | \$ 1,013 | \$ 73,368 | | |
| Title IIIC1 | Meal Costs | \$ - | \$ 61,632 | \$ 22,893 | \$ - | \$ 22,481 | \$ 107,006 | | |
| | Subtotal | \$ - | \$ 61,632 | \$ 22,893 | \$ - | \$ 22,481 | \$ 107,006 | | |
| Title IIIC2 | Meal Costs | \$ 7,470 | \$ 66,186 | \$ 26,114 | \$ - | \$ 5,483 | \$ 105,253 | | |
| | SubTotal | \$ 7,470 | \$ 66,186 | \$ 26,114 | \$ - | \$ 5,483 | \$ 105,253 | | |
| Title IIID | Health Promotion | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| | Sub Total | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| Title IIIE | Care Giver Support | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| | Sub Total | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| DEMONSTRATON GRANT | | | | | | | | | |
| ALZHEIMER | Respite Care | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| | Sub Total | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| ALL STATE OTHER | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| | Sub Total | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| SUB TOTALS | Title IIIB | \$ 12,985 | \$ 18,475 | \$ 40,895 | \$ - | \$ 1,013 | \$ 73,368 | | |
| | Title IIIC1 | \$ - | \$ 61,632 | \$ 22,893 | \$ - | \$ 22,481 | \$ 107,006 | | |
| | Title IIIC2 | \$ 7,470 | \$ 66,186 | \$ 26,114 | \$ - | \$ 5,483 | \$ 105,253 | | |
| | Title IIID | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| | Title IIIE | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| | Alzheimer Respite Care | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| | All State Other | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | | |
| | GRAND TOTAL | \$ 20,455 | \$ 146,293 | \$ 89,902 | \$ - | \$ 28,977 | \$ 285,627 | | |
| COMPUTATION OF GRANT | | | | | | | | | |
| 1. Estimated Total Cost..... | \$ | 285,627 | 8. Federal/State Shares will be comprised of: | | | | | | |
| 2. LESS Anticipated Proj. Inc. | \$ | 28,977 | a. Federal/State | | | | | FY 20 __ | Federal |
| 3. Estimated Net Cost..... | \$ | 256,650 | grant unearned | | | | | State | |
| | | | in previous project year(s) | | | | | | |
| 4. Non-federal and Non-state | | | b. Carry Over | | | | | FY 20 __ | Federal |
| Share of Net Cost..... | | | | | | | | State | |
| 5. Proj. Inc. (Used as Match)..... | \$ | 28,977 | | | | | | | |
| 6. Federal Share of Net Cost..... | \$ | 20,455 | | | | | | | |
| 7. State Share of Net Cost.... | \$ | 146,293 | c. New Obligational | | | | | FY- | Federal |
| | | | Authority Herein Awarded | | | | | State | \$ 20,455 |
| | | | | | | | | | \$ 146,293 |

NOTIFICATION OF GRANT AWARD

REMARKS: In addition to the conditions contained in the agreement on the application form, the conditions below apply to this grant.

- 1. Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.
- 2. The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.
- 3. If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated on Page 1 of the NGA.
- 4. As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.
- 5. Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.
- 6. Percentages indicated on this Notification of Grant Award are adjustable at year end based on the amount of program income earned and expended. All program income must be expended within the program period indicated on page 1.
- 7. Programs must meet the units of services projected in order to be reimbursed or submit a recalculation of service costs request detailing reasons approved units are not being met. Amendments must be approved by the Area Agency on Aging.

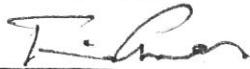
The Grantee organization is responsible for retaining records of all federal and/or state accounts as follows:

All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency on Aging personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:

- 1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency on Aging on a monthly basis.
- 2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Area Agency on Aging.
- 3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.
- 4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency on Aging this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency on Aging for the following project year.
- 5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.
- 6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency on Aging.
- 7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
- 8. Inventory of project equipment will be maintained and submitted as requested.

Project records will be preserved and kept available to federal and state auditors at the following address:

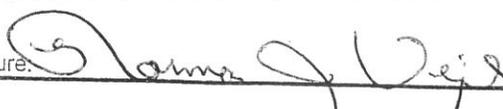
NONMEDD Non-Metro Area Agency on Aging
Authorizing Official



Signature: _____ Date: _____
Tim Armer, Executive Director

We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.

Signature: _____ Date: _____

Signature:  Date: _____

**NORTH CENTRAL NEW MEXICO
ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING
NUTRITION SERVICE INCENTIVE PROGRAM (NSIP) AGREEMENT**

This Agreement is made and entered into this 1st day of July 2013, by and between the North Central New Mexico Economic Development District(NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and City of Lovington, hereinafter referred to as the "Contractor."

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work

The Contractor will:

- A. Establish procedures to insure that such cash payments are used solely for the purchase of United States agricultural commodities and other foods produced in the United States for use in their feeding operations. No imported foods may be purchased with these funds, e.g. coffee, tea, cocoa, and bananas.
- B. Ensure that meals furnished under contractual arrangement with food service management companies, caterers, restaurants, or institutions, contain United States produced commodities or foods at least equal in value to the per meal cash payment.
- C. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Vendors must ensure that the farm food products meet the state EID requirements.
- D. Ensure that meals meet Title III-C standards for nutritional adequacy and sanitation.
- E. **Maintain accounting records for NSIP separate and apart from other accounting records maintained for other nutrition funding sources (i.e., Title III-C1 and C2 and other cash used for raw food).**
- F. Report on a monthly basis to the Agency on forms provided by the Agency and submit such other reports as deemed necessary by the Agency.
- G. Maintain and retain for three years from close of the federal year to which they pertain, complete and accurate records of all amounts received and disbursed under this Agreement.
- H. Allow the Agency to monitor periodically the Contractor's fiscal accountability of NSIP.
- I. Abide by and comply with the conditions and requirements set forth in Title 45, Part 74 dated August 2, 1978 (Grant Administration); Implementation of OMB Circular No. A110; Uniform Policies). Moreover, the Contractor will abide by Volume 38, No. 181 dated September 19, 1973 (Part II-Administration of Grants) as well as other applicable federal regulations that are currently in effect or will come into effect during the term of this contract.
- J. **Ensure eligible participants are assessed and registered in SAMS.**

K. Ensure meals served meet the following:

Congregate Meals – A hot or other appropriate meal served to an eligible person which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting 5 or more days per week. There are two types of congregate meals:

- Standard meal – A regular meal from the standard menu that is served to the majority of the participants.
- Therapeutic meal or liquid supplement – A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietician (e.g., diabetic diet, renal diet, tube feeding).

Home Delivered Meals – Hot, cold, frozen, dried, canned or supplemental food (with a satisfactory storage life) which provides a minimum of one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the Dietary Guidelines for Americans, published by the Secretary and the Secretary of Agriculture, and is delivered to an eligible person in the place of residence. The objective is to assist the recipient sustain independent living in a safe and healthful environment 5 or more days per week. Home delivered meals may be served as breakfast, lunch, dinner or weekend meals.

2. **Compensation**

- A. The total amount payable to the Contractor under this Agreement shall not exceed **\$4,843** for eligible meals served during the period July 1, 2013 through June 30, 2014 regardless of funding sources, to eligible participants and their spouses.
- B. All subsequent payments will be disbursed upon receipt of actual service delivery data from the Contractor.

3. **Gross Receipts Tax**

Not applicable. Tax exempt.

4. **Term**

No terms of this Agreement shall become effective until approved by the Department of Finance and Administration and shall terminate on June 30, 2014, unless terminated pursuant to paragraph 5, infra.

5. **Termination**

A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Vendor at least thirty (30) days prior to the intended date of termination.

By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately upon written notice to the Vendor if the Vendor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Vendor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Vendor fails to comply with any of the terms contained herein or is in breach of this Agreement. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Vendor's default or breach of this Agreement. This Agreement also may be terminated by the Vendor upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt by either the Agency or the Vendor of notice of termination of this Agreement, the Vendor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Vendor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Vendor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Vendor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Vendor under the paragraph of this Agreement regarding financial records.

6. **Status of Contractor**

The Contractor, his agents and employees, are independent contractors performing services for the Agency and are not employees of the Agency. The Contractor, his agents and employees, shall not accrue leave, retirement, insurance, bonding, or any other benefit afforded to employees of the Agency as a result of this Agreement.

7. **Assignment**

The Contractor shall not assign any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

8. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

9. **Records and Audit**

A. The Contractor shall maintain detailed records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency,

Aging & Long Term Services Department (ALTSD), the Department of Finance and Administration, the State Auditor, the U.S. Department of Agriculture, and the U.S. General Accounting Office. The Agency shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Agency to recover excessive, improper, or illegal payments.

B. The Contractor will provide a financial and compliance audit report to the Agency covering the period July 1, 2013 to June 30, 2014. The audit reports provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions.

1. The Contractor, expending \$500,000 or more in combined federal funds, shall have an audit conducted in accordance with Revised Circular A-133, which incorporates the 1996 Single Audit Act amendments. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report.
2. Governmental type vendors/contractors expending less than \$500,000 in combined federal awards shall be continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.) which facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
3. Non-governmental contractors/vendors expending between \$25,000 in federal and state funds combined less than \$500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.), which

facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.

4. For those contractors/vendors that expend less than \$15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Non-Metro AAA such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided and final number of individuals served.
5. Submittal of the audit report for government entities shall be within ten (10) working days after releases by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
6. The contractor's/vendor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

10. **Appropriations**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the U.S. Congress for the performance of this Agreement. If sufficient appropriations and authorizations are not made, the Agreement shall terminate upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

11. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases The Agency, its officers and employees, the ALTSD and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. **Product of Services; Copyright**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be subject to an application for copyright by or on behalf of the Contractor.

13. **Conflict of Interest**

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required under this Agreement.

14. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

15. **Non-Discriminating Service Delivery**

The Contractor will not, on the ground of race, religion, color, ancestry, sex, sexual preference, national origin, age or handicap:

1. Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
2. Provide any services or other benefits to an individual which is different, than those funded under this Agreement;
3. Subject any individual to segregation or separate treatment in any manner related to his receipt of any services or other benefits provided under the funding for this program;
4. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under this program;
5. Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, services, or other benefits provided under the funding for this program;
6. Deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him/her an opportunity to do so which is different from that afforded others under the program.
7. The Contractor, in determining (1) the types of services or other benefits to be provided under the program, (2) the class of individuals to whom, or the situation in which such services or other benefits will be provided under this program, or (3) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, sexual preference, national

origin, or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, color, sex, sexual preference, national origin, or handicap.

16. **Confidentiality**

The use or disclosure of any information concerning a recipient of assistance or service, for any purpose not connected with the administration of the Agency's or the Contractor's responsibilities with respect to services hereunder, is prohibited, except on written consent of recipient, his attorney, or his responsible parent or guardian.

17. **Amendment**

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

18. **Penalties for Violation of law**

The Procurement Code, Sections 13-1-28 through 13-1-199, N.M.S.A. 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

19. **Scope of Agreement**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings, have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties, or their agents shall be valid or enforceable unless embodied in this Agreement.

20. **Applicable Laws**

This Agreement shall be governed by the laws and regulations of the (a) State of New Mexico, (b) the Older Americans Act of 1965, as amended, (c) the Agricultural Act of 1949, as amended; and (d) any other applicable laws and regulations of the federal government.

21. **Internal Dispute Mediation**

The Contractor shall attempt to resolve all disputes with participants by negotiation in good faith and with such mediators as may be acceptable to the parties involved. The Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Contractor must provide all participants with notice, at the commencement of the contract year, that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Contractor hereby agree to and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.

3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Contractor and the Contractor hereby agrees to be bound by said resolution.
5. Failure of the Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

22. Invalid Term or Condition

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

Agency:

NCNMEDD
 Attn: Jenny Martinez
 P.O. Box 5115
 Santa Fe, NM 87502

Contractor:

25. Other Provisions

Compliance with Grant conditions. The Contractor shall abide by all grant conditions set out in the Notification of Grant Award (NGA) attached hereto and hereby incorporated by reference.

26. Indemnification

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 limitation of the New Mexico Tort Claims Act.

27. **Authority**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represent and warrant that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

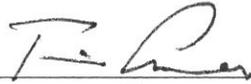
28. **Signatures**

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2013.

City of Lovington
Legal Name of Vendor/Contractor

NCNMEDD Non-Metro AAA
Name of Area Agency on Aging

Signature



Signature

Printed/Typed Name of Signatory

Tim Armer, Executive Director
Printed/Typed Name of Signatory

Date

JUN 12 2013

Date

NORTHCENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
NON-METRO AREA AGENCY ON AGING
NOTIFICATION OF GRANT AWARD (NGA)
SPECIAL PROJECTS - NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)

| | | | | | | | |
|--|-------------------------------------|------------------------------------|---------------|---|---|------------|------------------------|
| GRANTEE: Lovington, City of ADDRESS: | | APPROVED BUDGET FOR THE PERIOD | | | Type of Grant or Action | | NGA DATE |
| PHONE: | | FROM: 07/01/2013 TO: 06/30/2014 | | | New/Cont: X Revision: Other: | | 06/04/13 |
| Indirect Cost % of \$ | Fund: 210 Title of Project: NSIP | | | | CFDA # 93.053 | | |
| DESCRIPTION | FEDERAL | STATE | LOCAL CASH | LOCAL IN-KIND | PROJECT INCOME | TOTAL | |
| Personnel Services | \$0.00 | \$0.00 | | | | \$0.00 | |
| Fringe Benefits | 0.00 | 0.00 | | | | 0.00 | |
| Travel | 0.00 | 0.00 | | | | 0.00 | |
| Maintenance & Repair | 0.00 | 0.00 | | | | 0.00 | |
| Supplies (Raw Food) | \$4,843.00 | 0.00 | | | | \$4,843.00 | |
| Contractual Services | 0.00 | 0.00 | | | | 0.00 | |
| Other Operating Costs | 0.00 | 0.00 | | | | 0.00 | |
| Capital Outlay | 0.00 | 0.00 | | | | 0.00 | |
| Subtotal | \$4,843.00 | \$0.00 | | | | \$4,843.00 | |
| PERCENT OF TOTAL COST | 100% | 0% | 0% | 0% | 0% | 100% | |
| COMPUTATION OF GRANT | | | | | | | |
| 1. Estimated Total Cost | | \$4,843.00 | | | 8. Federal/State Shares will be Comprised of: | | |
| 2. LESS Anticipated Project Income | | \$0.00 | | | a. Federal/State grant | | |
| 3. Estimated Net Cost | | \$4,843.00 | | | unearned in previous | | FY Federal: 0.00 |
| | | | | | project year(s) | | FY State: 0.00 |
| 4. Non-federal and Non-state Share of Net Cost | | \$0.00 | | | b. Carry Over | | 0.00 |
| 5. Project Income (Used as Match) | | \$0.00 | | | | | 0.00 |
| 6. Federal Share of Net Cost | | \$4,843.00 | | | c. New Obligational | | |
| 7. State Share of Net Cost | | \$0.00 | | | Authority Herein | | FY Federal: \$4,843.00 |
| | | | | | Awarded | | |
| <p><input checked="" type="checkbox"/> Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.</p> <p><input checked="" type="checkbox"/> The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.</p> <p><input checked="" type="checkbox"/> If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated on Page 1 of the NGA.</p> <p><input checked="" type="checkbox"/> As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.</p> <p><input checked="" type="checkbox"/> Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability</p> <p><input checked="" type="checkbox"/> In accepting the grant awarded for support of the expanded portion of an existing program, the grantee agrees to maintain expenditures for the existing program in the amount of Line 6 during the approved project period.</p> | | | | | | | |
| <p>All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:</p> <ol style="list-style-type: none"> Keep adequate and complete financial records, and to report promptly and fully to the Area Agency. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted. Inventory of project equipment will be maintained and submitted as requested. Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantees. | | | | | | | |
| Signature of Area Agency on Aging Authorizing Official: Tim Armer, Executive Director | | | | We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award. | | | |
|  | | | | JUN 18 2013 | | | |
| | | | | Date: | | | |
| Signature: | | | | Date: | | | |

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: July 8, 2013

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Approval of Resolution 070813-01
DEPARTMENT: Senior Citizens Center
SUBMITTED BY: Norma Vejil, Director
DATE SUBMITTED: June 24, 2013

STAFF SUMMARY:

In order to satisfy the requirements specified in the agreement between the City and the Area Agency on Aging, resolution 070813-01 must be adopted.

This resolution gives the Mayor and Norma Vejil approval to sign contracts with the Non-Metro Area Agency on Aging.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

Resolution 070813-01

RECOMMENDATION:

Motion to approve.

Department Head



City Manager

RESOLUTION 070813-01

WHEREAS, the City of Lovington has determined that there is a need to provide services for senior citizens; and

WHEREAS, the Public were afforded an opportunity to submit suggestions and recommendations at advertised public hearings.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LOVINGTON

that Dixie Drummond and Norma J. Vejlil are authorized to sign and enter into a contract(s) with the Non-metro Area Agency on Aging.

ADOPTED THIS 8th DAY OF JULY, 2013.

City Council/County Commission/Board President

Dixie Drummond, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: July 8, 2013

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Approval of Resolution 070813-02
DEPARTMENT: Fire
SUBMITTED BY: Terrance Lizardo, Fire Chief
DATE SUBMITTED: July 1, 2013

STAFF SUMMARY:

Upon PERA review of our recent resolution, it was discovered that they had provided us the incorrect version. Attached for your approval is the correct version. This document must be received by PERA prior to July 19, 2013.

Once Resolution 070813-02 is approved and submitted, the election will be conducted no less than 30 days from the date it was adopted.

FISCAL IMPACT:

REVIEWED BY: _____
(Finance Director)

ATTACHMENTS:

Resolution 070813-02

RECOMMENDATION:

Motion to approve Resolution 070813-02

Department Head



City Manager

RESOLUTION NO. 070813-02

**A RESOLUTION AUTHORIZING AN ELECTION FOR ADOPTION OF
MUNICIPAL FIRE MEMBER COVERAGE PLAN 5**

WHEREAS, the Public Employees Retirement Act, NMSA 1978, Sections 10-11-1, et seq. (1995), establishes the Public Employees Retirement Association and authorizes Municipal Fire Member Coverage Plan 5 (Section 10-11-110 through Section 10-11-115, NMSA 1978) which provides a plan for retirement of Municipal Fire members at three and fifty one-hundredths percent (3.5%) pension factor per year of service which would then provide for seventy percent (70%) of final average salary at 20 years of service with a maximum of ninety percent (90%) of final average salary at 25 years and 9 months of service under which the municipal employer contributes twenty-one and twenty-five one-hundredths percent (21.25%) and the member contributes seventeen and seven-tenths percent (17.7%) of each member's salary to the state retirement fund; and

WHEREAS, NMSA 1978, Section 10-11-110, requires that adoption of Municipal Fire Member Coverage Plan 5 be by election by a majority of the affected members.

WHEREAS, NMSA 1978, section 10-11-5(A) requires such Resolution shall be irrevocable and shall apply to all fire member employees of the City of Lovington.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF LOVINGTON:

That an election shall be held on August 21, 202013, upon the question of adoption of Municipal Fire Member Coverage Plan 5 pursuant to the requirements of NMSA 1978, Section 10-11-110; and

That Carol Ann Hogue or his or her designee be, and hereby is, designated as the representative of the City of Lovington who is responsible for the conduct of the election and for the purpose of canvassing and verifying the results of such election and that he or she be, and hereby is, authorized to certify on behalf of the City of Lovington the results of the election to the Public Employees Retirement Board immediately following the election.

APPROVED AND ADOPTED this 8th day of July, 2013.

Dixie Drummond, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: July 8, 2013

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Approval of Rental Agreement
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: July 2, 2013

STAFF SUMMARY:

Staff have researched and received an agreement from Lea County Septic Tank service for Portable Potty Rental. These units are the single stall type, with solar powered lighting.

The term of the agreement would begin upon signing and terminate on August 31, 2013. We do have an option to renew at the same terms if we choose to do so, with the length of time begin specified by us.

FISCAL IMPACT:

REVIEWED BY: _____
(Finance Director)

Two units:

\$250 one time setup fee
\$70 per week

ATTACHMENTS:

Agreement

RECOMMENDATION:

Motion to approve based on review and agreeable changes, if any, to agreement by City Attorney.

Department Head



City Manager

LEA COUNTY SEPTIC TANK SERVICE, LLC
PORTABLE POTTY
RENTAL AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made effective as of July 01, 2013, by and between City of Lovington, NM, of 214 S. Love, Lovington, New Mexico 88260, and Pat Taylor of to Lea County Septic Tank Services, LLC. In this Agreement, the party who is contracting to receive the services shall be referred to as "City of Lovington, NM", and the party who will be providing the services shall be referred to as "Lea County Septic Tank Services, LLC".

1. DESCRIPTION OF SERVICES. Beginning on signing of this agreement, the initial deliver & Setup \$125.00 Each unit, Monthly payment basics of \$35.00 per unit, per cleaning, per call will provide the following services @ Ave D Park In Lovington, NM (collectively, the "Services"):

2. PAYMENT FOR SERVICES. City of Lovington, NM will pay compensation to Lea County Septic Tank Services, LLC for the Services. Payments will be made as follows:

Initial deliver & Setup \$125.00 Each Monthly Basics of \$35.00 per unit, per cleaning, per call

3. TERM/TERMINATION. This Agreement Begins upon both parties signing of contract, termination on August 31, 2013. City of Lovington have an option to renew in the event they want to continue.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that Lea County Septic Tank Services, LLC is an independent contractor with respect to City of Lovington, NM, and not an employee of City of Lovington, NM. City of Lovington, NM will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit Lea County Septic Tank Services, LLC.

5. (N/A) WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by N/A in connection with the Services shall be the exclusive property of City of Lovington, NM. Upon request, N/A shall sign all documents necessary to confirm or perfect the exclusive ownership of City of Lovington, NM to the Work Product.

6. CONFIDENTIALITY. Lea County Septic Tank Services, LLC will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Lea County Septic Tank Services, LLC, or divulge, disclose, or communicate in any manner any information that is proprietary to City of Lovington, NM. Will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement.

7. DAMAGES TO UNITS. Location for site 2 (PP) units is Avenue D Park, Lovington, NM. City of Lovington will take full responsibility for any damages to units if vandalized beyond excessive repair or loss.

8. INDEMNIFICATION. Lea County Septic Tank Services, LLC agrees to indemnify and hold harmless City of Lovington, NM from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against City of Lovington, NM that result from the acts or omissions of Negligence of employees, if any, and agents.

9. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

10. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

11. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of New Mexico.

12. SIGNATORIES. This Agreement shall be signed by Approving Party: on behalf of City of Lovington, NM and by Pat Taylor, Owner on behalf of Lea County Septic Tank Services, LLC:

This Agreement is effective as of the date of Deliver & setup written.

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: July 8, 2013

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Consider Approval of Temporary Street Closure
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: June 25, 2013

STAFF SUMMARY:

Margie Ibarra of 909 N. 1st Street has requested a temporary closure of 1st Street between Polk and Harrison for a birthday party. She has requested the closure between the hours of 3 p.m. and 9 p.m.

Ms. Ibarra is obtaining letters from her neighbors stating they have no objections to the temporary closure.

FISCAL IMPACT:

REVIEWED BY: _____
(Finance Director)

ATTACHMENTS:

Aerial Map

RECOMMENDATION:

Motion to approve or disapprove.

Department Head



City Manager



feet
meters

Google earth

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: July 8, 2013

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Approval of Lodgers Tax Board Recommendations
DEPARTMENT: Lodgers Tax Board
SUBMITTED BY:
DATE SUBMITTED: June 27, 2013

STAFF SUMMARY:

The Lovington Lodgers Tax Board convened on June 26, 2013 and recommended providing the following amounts of funding:

Lea County Museum: \$8,000
Lovington Chamber of Commerce: \$5,600
Lovington MainStreet: \$8,000

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

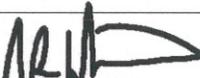
\$21,600 to Lodgers Tax Fund

ATTACHMENTS:

RECOMMENDATION:

Motion to approve recommendations.

Department Head



City Manager

**MEETING OF THE LODGERS' TAX BOARD
WEDNESDAY, JUNE 26, 2013 5:15 P.M.
CITY COMMISSION CHAMBERS, 214 SOUTH LOVE STREET**

PRESENT: Chairman Kallie Richards, Members Maria Valencia, and Lisa Spears

NOT PRESENT: Members Robbie Roberts and Shannon Pettigrew

ALSO PRESENT: City Manager James Williams, Assistant City Manager Jared Cobb, City Clerk Carol Ann Hogue, Finance Director Mashell Stephens and Administrative Assistant Imelda Gutierrez.

CALL TO ORDER: The meeting was called to order by Chairman Richards at 5:45 p.m. due to a delay of a member for personal reasons.

APPROVAL OF AGENDA: Chairman Richards called for a motion to approve agenda as submitted. Member Spears so moved to amend the agenda to add a request from Lea County Museum. Member Valencia seconded. Motion was approved.

APPROVAL OF REGULAR MEETING MARCH 20, 2013 MINUTES: Member Valencia moved to approve the minutes of March 20, 2013. Member Spears seconded. Motion was approved.

REQUEST FROM LOVINGTON CHAMBER OF COMMERCE: Lovington Chamber Executive Director RaeLynn Stuart addressed the members to request \$7,000 for the third quarter of 2013. Executive Director Stuart indicated that \$3,000 is for Upkeep of the Visitor Center (1,000/month) that will be used for in house printing and publishing of the Relocation and Visitor's Packets distribution. Other funds will be allocated for Advertising of Events and Lovington Promotional Items for Visitors.

REQUEST FROM LOVINGTON MAINSTREET: Lovington MainStreet Director Tabatha Lawson addressed the members to request \$9,987 for the third quarter of 2013 to host the 2nd Annual Lovington Downtown Farmer's Market. This draws participants from Lovington, Hobbs, Tatum, Seminole and visitors from other states. The markets are being held every Saturday from 8a.m. to noon and will continue through October of this year. They have added a weekly Story Time for Children and entertainment to the markets in order to make them regular "family outings." Nor Lea General Hospital District is partnering to widen the impact of the Lovington Downtown Farmer's Market for vendors and consumers in the community. Another event that will be hosted by Lovington MainStreet is a Sidewalk Sale Promotion during the week of August 2-10, 2013. The downtown businesses and LDFM vendors are holding a campaign to encourage people to shop in the Historic Downtown Lovington. This will bring outside dollars to Lovington and keep local money downtown as patrons shop for Back -to- School, Fair & Rodeo, dining, groceries, crafts, etc. The funds will begin the promotion of the "Halloween on the Plaza" during late September.

REQUEST FROM LEA COUNTY MUSEUM: Lea County Museum Director Jim Harris addressed the members to request \$10,000 for the third quarter of 2013. Mr. Harris indicated that funds would be used for upcoming cost for advertisement for summer concerts and programs. Including the Bobby Flores Band Concert on July 13th, Billy Joe Shaver Concert on August 17th, Till Keller Art Show on August 9th – November 14th, Carol Hammond Art Show on November 15th and the Hispanic Heritage Celebration in September. Book Launchings and signings will be announced later.

ACTION: Member Spears moved to allocate as follows:
Lovington Chamber of Commerce \$5,000; Lovington MainStreet \$8,500; and Lea County Museum \$8,500. Member Valencia seconded. Member Spears moved to withdraw the motion and to allocate as follows:

| | |
|-------------------------------|---------------------|
| Lovington Chamber of Commerce | \$ 5,600.00 |
| Lovington MainStreet | \$ 8,000.00 |
| <u>Lea County Museum</u> | <u>\$ 8,000.00</u> |
| Total: | <u>\$ 21,600.00</u> |

Member Valencia seconded. Motion was approved.

ADJOURNMENT:

There being no further business, Chairman Richards moved for adjournment. Member Spears seconded. Motion carried unanimously. Meeting adjourned at 6:10 p.m.

APPROVED: _____
KALLIE RICHARDS, CHAIRMAN

ATTEST: _____
CAROL ANN HOGUE, CITY CLERK

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: July 8, 2013

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Approval of Accounts Payable
DEPARTMENT: Finance
SUBMITTED BY: Mashell Stephens, Finance Director
DATE SUBMITTED: July 1, 2013

STAFF SUMMARY:

Staff have prepared the accounts payable for review and approval.

FISCAL IMPACT:

See detail

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

Accounts Payable Detail

RECOMMENDATION:

Motion to approve.

Department Head



City Manager

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeeting - General
From 7/1/2013 Through 7/31/2013

| <u>Vendor Name</u> | <u>Current Balance</u> |
|--------------------------------|------------------------|
| AG Equipment Co. | 5,678.00 |
| ALCO Stores, Inc | 365.04 |
| Alsco | 727.06 |
| American Medical Group, Inc | 1,805.12 |
| Artesia Fire Equipment | 150.00 |
| Benchmark | 101.14 |
| Blaine Industrial Supply | 1,675.27 |
| BlueTrap Financial, Inc. | 456.60 |
| Bob's Thriftway | 243.72 |
| Bound Tree Medical, LLC | 36.00 |
| BSN Sports | 748.78 |
| C & S Motor Parts Co. | 481.12 |
| California Cont. Supplies, Inc | 179.94 |
| Certified Laboratories | 208.67 |
| Cisco Equipment | 75.36 |
| Commercial Lighting | 536.26 |
| Copies, Inc. | 194.00 |
| Cowboys Corner | 33.00 |
| D3 Builders | 2,000.00 |
| Demco Inc. | 247.51 |
| Farmer Brothers Company | 258.07 |
| Forrest Tire Co. | 827.85 |
| Galls, An Aramark Company | 235.47 |
| Gebo Credit Corporation | 258.00 |
| Gempler's, Inc | 212.05 |
| General Mailing & Shipping | 43.90 |
| General Welding Supply | 421.00 |
| H & K Pest Control Co. | 117.32 |

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - General
From 7/1/2013 Through 7/31/2013

| | |
|--------------------------------|-----------|
| Haarmeyer Electric | 956.69 |
| Higginbotham-Bartlett Co. | 2,797.98 |
| Hobbs News-Sun | 378.70 |
| Hospital Services Corporation | 105.69 |
| In The Swim | 1,279.96 |
| Lea County Septic Tank Service | 211.00 |
| Lea County State Bank | 27.82 |
| Lincoln Equipment, Inc. | 129.73 |
| Lovington Auto Supply | 194.36 |
| Lovington Leader | 869.31 |
| M & M Services | 573.58 |
| MailFinance | 206.00 |
| Marker Services, LLC | 5,109.25 |
| Master Plumbers | 491.86 |
| Master Printers | 248.00 |
| MCT Industries, Inc. | 2,283.31 |
| MicroMarketing LLC | 17.19 |
| Morris Publishing Group | 322.80 |
| Mustang Country | 490.94 |
| Neve's Uniforms | 1,466.25 |
| New Mexico Emergency Products | 525.00 |
| Noble Industrial Supply Corp | 389.29 |
| OCLC, Inc. | 202.61 |
| Parkway Cleaners | 210.38 |
| Pop's Top Shop LLC | 410.00 |
| Pro-Treat Power Equipment | 1,106.49 |
| Retail Acquisition/Development | 37.82 |
| Roberts Oil & Lube | 688.50 |
| Rogers All Electric Service | 338.66 |
| Roswell Tire & Appliance | 14,859.84 |

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeting - General
From 7/1/2013 Through 7/31/2013

| | |
|-------------------------------|------------------|
| Sharon's Alterations | 234.04 |
| Sherwin-Williams | 118.87 |
| Southland Builders | 171.00 |
| Staples Advantage | 2,786.24 |
| Stericycle, Inc. | 503.30 |
| SWAT, LLC | 280.38 |
| Symbol Arts | 165.00 |
| Taser International | 375.00 |
| The Cop Shop | 567.60 |
| The Gale Group | 365.45 |
| The Library Store, Inc. | 336.67 |
| Tom's Sharp Shop | 157.35 |
| U S Food Service | 3,381.23 |
| Valentine Auto Service | 1,982.81 |
| Watermaster Irrigation Supply | 306.77 |
| Wylie Manufacturing Co. | <u>97.82</u> |
| | |
| Total First Page | <u>67,074.79</u> |

Subtotal from page One 67,074.79

Subtotal from page one

| | | |
|--------------------------------------|---|------------------|
| Admn. Office of the Courts | Lab Fees & Municipal Court Automation Fees | 776.00 |
| American Medical Group, Inc | Finance-Drug Screen Imelda Gutiereez | 112.12 |
| American Medical Group, Inc | Library-Drug Screen Jessenia Minero | 112.15 |
| Artesia Fire Equipment | Fire-Foam Eductor | 3,025.00 |
| Artesia Fire Equipment | Fire-Ladder, Hoses | 2,493.55 |
| AT&T Mobility | Gen-Cell phone bill for May 2013 | 2,103.20 |
| Casco Industries | Fire-Helmets | 6,072.00 |
| Casco Industries | Fire-Tilt Lights | 1,694.00 |
| Danny Reynolds | Cemetery-Reimb for Meals for Testing | 37.02 |
| David Rodriguez | Police-Reimb Meeting in Ruidoso Nm | 293.41 |
| David Rodriguez | Finance-Reimb 2 night Comfort Inn J Cobb | 178.00 |
| David Rodriguez | Police-Reimb D Rodriguez Supplies for Office | 68.19 |
| Don Chalmers Ford | Purchase of 2014 Explorer for the Fire Department | 29,193.00 |
| Division of Auld Sign Co | Streets-Repair to Welcome to Lovington Sign | 2,583.70 |
| Fastcats Landscaping | Swimming Pool-2nd Payment for Landscaping Contract | 7,166.65 |
| Federal Express Services | Finance-Overnight Tom Dixon At DFA | 64.46 |
| Hobbs News-Sun | Museum Lodgers Tax-Advertising Southern Plains | 478.52 |
| Hospital Services Corporation | Finance-Criminal History J Cash | 34.24 |
| Jared Cobb | Finance-Reimb Postage NM Mainstreet Grant App | 12.35 |

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeeeting - General
 From 7/1/2013 Through 7/31/2013

| | | |
|---------------------------------------|--|-----------------|
| Jeannette Sandoval | Police-Reimb J Sandoval Supplies and Uniforms | 123.65 |
| Justin Dominguez | Police-Reimb Justin Dominguez Supplies and Uniforms | 143.98 |
| Justin Dominguez | Police-Reimb Academy Uniforms | 31.78 |
| KLMA | Museum Lodgers Tax- Advertising Spanish Commercials | 160.03 |
| KLMA | Museum Lodgers Tax- Advertising Spanish Commercials | 320.06 |
| Lovington Economic Development | 2012-2013 Grant Reimb. from County for Economic Development | 5,000.00 |
| Lea County Museum | Museum Lodgers Tax- Reimb for Advertising | 4,113.89 |
| Lea County Museum | Allotment for April - June 2013 | 5,000.00 |
| Lea County Treasurer | Judicial-Inmate Housing May 2013 | 1,244.50 |
| Lea County Treasurer | Finance-Filing Fee for Subdivision Platt | 25.00 |
| Lovington Chamber of Commerce | Lodgers Tax-Upkeep June | 1,000.00 |
| Lovington Leader | Museum Lodgers Tax- Advertising Neal & Walters, Art Gallery | 927.50 |
| Lovington Main Street | Lodgers Tax-Advertising Smokin on Plaza & | 7,522.17 |
| Lovington Youth Baseball | Recreation-Lodgers Tax Advertising for Baseball Tournament | 663.15 |
| Marcus Grijalva | Ambulance-20% per diem for travel to Paramedic | 140.40 |
| New Mexico Gas Company | Museums-Gas Bill May 2013 | 22.30 |
| NM Judicial Education Center | Judicial Ed Fees for May, 2013 | 373.00 |
| NM Environment Dept. | Senior Center-Annual Food Permit 2013 | 200.00 |
| Norma Vejil | Senior Center-Reimb Office Supplies | 254.97 |

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeeting - General
 From 7/1/2013 Through 7/31/2013

| | | |
|--|---|-----------------|
| Patrick J. Homer | Consulting Physician contract for Jan. - June, 2013 | 2,250.00 |
| Peanut Kustom Paint and Body | Police-Paint and Bodywork Unit 22 | 4,912.27 |
| Peanut Kustom Paint and Body | Police-Repair Back Bumper Chev Impala Unit 4 | 655.68 |
| Pettigrew & Associates, P. A. | Finance-Lease Iram Ochoa Industrial Parks | 6,708.67 |
| Phillips 66 Co. | Gen-Fuel Card for May 2013 | 246.45 |
| Premier Electric | Finance-Digital Display Board at Motor Vehicle | 670.06 |
| Premier Electric | Finance-Digital Display Board/Motor Vehicle | 772.91 |
| Premier Electric | Finance/Prepare for Digital Display Boards | 400.78 |
| Premier Electric | Swimming Pool-Check Breaker | 160.31 |
| Premier Electric | Swimming Pool-Work on Lights | 2,611.31 |
| Rozanne Johnson | Swimming Pool - Reimburse Swimming Pool Fees for Rozanne Johnson | 300.00 |
| Staples | Finance-Office Supplies | 53.40 |
| Staples | Senior Center-Office Supplies | 531.91 |
| Staples | Swimming Pool-Office Supplies | 99.99 |
| Stephen Fox | Finance-Fireworks July 2013 | 4,500.00 |
| Terrance Lizardo | Fire-20% per diem for Grant Writing Training | 36.40 |
| Troy Brackeen | Police-Reimb T Brackeen Pizza hut | 21.38 |
| Visa Card Service | Police-Meals for FTO Training | 140.72 |
| Visa Card Service | Police-Fuel for FTO Training | 82.00 |
| Visa Card Service | Police-Lodging FTO Training | 248.76 |

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeeting - General
 From 7/1/2013 Through 7/31/2013

| | | |
|--------------------------|---|--------------------------|
| Visa Card Service | Police-Domestic & Sexual Violence Intervention Training | 200.00 |
| Visa Card Service | Finance-Lodging Ava BengeNM Muni League | 190.28 |
| | Finance-Fuel Ava BengeNM Muni League | 60.36 |
| Visa Card Service | Police-Registration for Supervision & Management Training | 650.00 |
| Visa Card Service | Cemetery-Meals for Danny Reynolds Training in Roswell | 45.03 |
| Visa Card Service | Cemetery-Meals for Danny Reynolds Training in Clovis | 50.70 |
| Visa Card Service | Police-Evidence Envelopes | 76.50 |
| Visa Card Service | Swimming Pool-Supplies | 141.79 |
| Visa Card Service | Special Recreation- Supplies | 105.75 |
| Visa Card Service | Police-Supplies | 61.53 |
| Visa Card Service | Police-Remover | 8.48 |
| Visa Card Service | Parks-Extension housing, shaft & coupling | 623.78 |
| Visa Card Service | Finance-Cell Phone Case & Hands Free Device for City Manager | 199.96 |
| | Finance-Phone Chargers | 60.59 |
| Visa Card Service | Finance-Meals Public | 84.98 |
| | Safety Grant Workshop | |
| Visa Card Service | Special Recreation- Supplies | 550.73 |
| Windstream | Gen-Phone Bills | 4,376.34 |
| Windstream | EDC-Phone Bill May 2013 | 153.26 |
| Windstream | Gen-Phone Bill Main May 2013 | <u>129.03</u> |
| | TOTAL | <u>184,010.82</u> |

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - Water
From 7/1/2013 Through 7/31/2013

| Vendor Name | Current Balance |
|--------------------------------|-----------------|
| A & L Plains Agricultural Lab | 342.00 |
| Aero Tool & Stamping Co., Inc. | 144.75 |
| ALCO Stores, Inc | 55.86 |
| American Medical Group, Inc | 181.59 |
| B.I.C.I., LLC. | 18,144.61 |
| Blaine Industrial Supply | 165.68 |
| C & S Motor Parts Co. | 419.82 |
| California Cont. Supplies, Inc | 419.94 |
| Cardinal Laboratories | 112.15 |
| CLS Sewer Equipment Co Inc | 1,865.48 |
| Cole-Parmer Instrument Co. | 765.38 |
| D & D Pipeline Construction | 10,697.70 |
| DPC Industries Inc. | 1,328.58 |
| Farmer Brothers Company | 8.46 |
| Fastenal Company | 267.05 |
| Gardner Denver, Inc. | 1,060.53 |
| General Welding Supply | 51.00 |
| Haarmeyer Electric | 223.73 |
| Hach Co. | 336.75 |
| Higginbotham-Bartlett Co. | 696.60 |
| Hospital Services Corporation | 64.44 |
| Industrial Muncipal Products | 2,022.00 |
| Lovington Auto Supply | 171.92 |
| M & M Services | 1,745.00 |
| M & R Tire Service, LLC | 1,384.52 |
| MailFinance | 1,004.00 |
| NXKEM Products | 422.79 |
| NXTEC Sales Group Inc. | 465.50 |

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - Water
From 7/1/2013 Through 7/31/2013

| | |
|---------------------------|------------------|
| Odessa Pumps & Equipment | 7,851.71 |
| Patriot Pipe & Supply LTD | 41.74 |
| Polydyne Inc. | 504.00 |
| Pro-Treat Power Equipment | 135.87 |
| Sensus Metering Systems | 3,307.50 |
| Staples Advantage | 29.19 |
| Star Welding Service | 141.07 |
| The Supply House, Inc. | 422.32 |
| Valentine Auto Service | 141.18 |
| Wallach Concrete | <u>492.17</u> |
| | |
| Total First page | <u>57,634.58</u> |

| | | |
|------------------------------------|----------------------------------|-------------------|
| Subtotal from Page One | | 57,634.58 |
| American Medical Group, Inc | Solid Waste Drug Screen | 69.43 |
| | Juan Chagolla | |
| AT&T Mobility | Water-Cell Phone Bill | 471.64 |
| | May 13 | |
| New Mexico 811 | Water-3rd Qtr 2013 | 412.25 |
| | Membership Dues | |
| Rocky Mountain Cummins | WasteWater-Diagnose & | 3,440.84 |
| | Repair Generator at | |
| | Plant | |
| Staples | WasteWater-Office | 79.96 |
| | Supplies | |
| Visa Card Service | Wastewater-Lodging | 98.59 |
| | Level II Testing Miguel | |
| | DeLaCruz | |
| Visa Card Service | Wastewater-J6 | 25.83 |
| | Connectors | |
| | Wastewater-Computer | 150.85 |
| Visa Card Service | virus protection | |
| Waste Management of New | Solid Waste-Roll offs | 115,639.51 |
| Mexico | April 2013 | |
| Waste Management of New | Solid Waste-Roll-Offs | 12,658.76 |
| Mexico | May 2013 | |
| Windstream | Water-Phone Bill May | 460.32 |
| | 2013 | |
| Windstream | WasteWater-Internet | 121.22 |
| | Bill | |
| Wyatt Duncan | Water-Per Diem Travel | 220.00 |
| | to Ruidoso to attend | |
| | Waste Water | |
| | School/Test for WWL | |
| Wyatt Duncan | Water-20% Per diem | 55.00 |
| | for travel to Ruidoso for | |
| | WW School and Testing | |
| | TOTAL | 191,538.78 |

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: July 8, 2013

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Closed Session
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: June 28, 2013

STAFF SUMMARY:

Staff have requested a closed session with City Commission to discuss threatened or pending litigation.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

RECOMMENDATION:

Motion to go into closed session pursuant to NMSA 1978, Section 10-15-1, H-7 to discuss threatened or pending litigation.

Department Head



City Manager