

**REGULAR MEETING OF THE CITY COMMISSION
MONDAY, MAY 26, 2015 @ 5:30 P.M.
CITY COMMISSION CHAMBERS, 214 S. LOVE STREET**

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

Present and answering roll call: Commissioner Bengé, Commissioner Trujillo, Commissioner Butcher, Commissioner Campos and Mayor Gandy

Also Present: City Manager James Williams, Assistant City Manager Jared Cobb, City Attorney Lewis Cox, Police Chief David Rodriguez, City Finance Director Gary Chapman, City Clerk Carol Ann Hogue, City Planner Merideth Hildreth and Administrative Assistant Anna Juarez

Invocation: Mayor Gandy gave the invocation

Pledge of Allegiance: Mayor Gandy led the pledge

Approval of Agenda: Mayor Gandy called for a motion. Commissioner Trujillo so moved to approve the agenda. Commissioner Campos seconded and a roll call was taken: Commissioner Bengé – Yes, Commissioner Butcher – Yes, Commissioner Campos - Yes, Commissioner Trujillo – Yes, and Mayor Gandy – Yes.

Approval of the Regular Meeting Minutes of May 11, 2015: Mayor Gandy called for a motion. Commissioner Trujillo so moved to approve the regular minutes of May 11, 2015; Commissioner Campos seconded. Roll call was taken: Commissioner Trujillo – Yes, Commissioner Campos – Yes, Commissioner Butcher – Yes, Commissioner Bengé – Yes, and Mayor Gandy – Yes.

COMMISSIONER AND STAFF REPORTS:

- Mayor Gandy addressed concerns with potholes
- Commissioner Trujillo to consider closing Madison and Commercial due to dangerous conditions with potholes and standing water
- Commissioner Bengé stated lots of people are mowing yards; thanked street department for adding dry compound on intersection of Commercial and Avenue D

NON-ACTION ITEMS:

Chamber of Commerce Annual Report: Director of Chamber of Commerce Rae Lynn Stuart reported to Commissioners of various events from community activities to business ribbon cuttings. Mrs. Stuart attends various activities and receives numerous calls, emails, and other points of contacts from citizens in reference to City of Lovington activities and businesses.

ACTION ITEMS:

Consider Resolution 2015-46: Approval of Police Department Body Worn Camera Policy: Mayor Gandy called for a motion. Commissioner Trujillo so moved to consider approval of resolution 2015-46: approval of Police Department Body Worn Camera Policy; Commissioner Campos seconded. Police Chief Rodriguez addressed Commissioners of incorporated language in the proposed policy which identifies use of the camera by the SRO; the language in the MOU for the SRO program describes the use of standard issue equipment, including the carrying of a

firearm and taser. Police Chief Rodriguez stated routine use of camera devices on medical responses was not incorporated due to patient privacy and HIPAA. There being no further discussion, a roll call was taken: Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Bengé – Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Resolution 2015-47: Fiscal Year 2015 – 2016 Meetings and Holiday Schedule: Mayor Gandy called for a motion. Commissioner Butcher so moved to consider resolution 2015-47: Fiscal Year 2015 – 2016 Meetings and Holiday Schedule; Commissioner Trujillo seconded. City Manager Williams addressed Commissioners of approval of resolution which will establish the meeting and holiday schedule for the 2015 – 2016 Fiscal Year. There being no further discussion, a roll call was taken: Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, Commissioner Bengé – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Resolution 2015-48: Agreement between City and After School Adventures for Summer Adventures Program: Mayor Gandy called for a motion. Commissioner Campos so moved to consider approval of Resolution 2015-48: Agreement between City and After School Adventures for Summer Adventures Program; Commissioner Bengé seconded. City Manager Williams addressed Commissioners of approval of resolution 2015-48 which will create the formal partnership between the City and After School Adventures; agreement identifies duties of each entities. There being no further discussion, a roll call was taken: Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, Commissioner Bengé – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Resolution to Approve Preliminary Plat creating the Domzalski Subdivision to the City of Lovington, Lea County, New Mexico: Mayor Gandy called for a motion. Commissioner Butcher so moved to consider resolution to approve Preliminary Plat creating the Domzalski Subdivision to the City of Lovington, Lea County, New Mexico; Commissioner Trujillo seconded. City Manager Williams addressed Commissioners of request to approve resolution which will approve the Preliminary Plat for the Domzalski Subdivision to create eight additional lots for housing on a new extension of West Avenue K and will create a cul-de-sac; plat was reviewed and provided a recommendation for approval by the Planning and Zoning Commission at their regular meeting conducted on May 12, 2015. There being no further discussion, a roll call was taken for approval of resolution 2015-49: Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Resolution to Approve Variance in Zoning for Driveway to and beneath Carport at 2309 North 1st Street: Mayor Gandy called for a motion. Commissioner Butcher so moved to consider resolution 2015-50 to approve Variance in Zoning for Driveway to and beneath Carport at 2309 North 1st Street; Commissioner Bengé seconded. City Manager Williams addressed Commissioners of owner of property has requested a variance that will allow Porfirio Rojas to construct a carport over his existing caliche and chat sealed driveway without requiring him to construct a concrete driveway the width of the carport as required in the Municipal Code; Lovington Planning and Zoning Commission recommended approval of this variance at the May 12, 2015 regular meeting. There being no further discussion, a roll call was taken: Commissioner Campos – Yes, Commissioner Bengé – Yes, Commissioner Butcher - Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Approval of Ordinance No. 536: Annexation and Zoning Classification of City Property located North of Gilmore Road, the Municipal Water Well Field located approximately 4 miles South of Lovington on Highway 18, and the City Industrial Park located approximately 1.6 miles West of Highway 18 on Stiles Road: Mayor Gandy called for a motion. Commissioner Bengé so moved to consider approval of Ordinance No. 536: Annexation and Zoning Classification of City Property located North of Gilmore Road, the Municipal Water Well Field located approximately 4 miles South of Lovington on Highway 18, and the City Industrial Park located approximately 1.6 miles West of Highway 18 on Stiles Road; Commissioner Trujillo seconded. City Manager Williams addressed Commissioners of approval of ordinance will annex about 4,000 acres of City owned land, which includes the municipal well field and industrial park; ordinance has been advertised and public notification of zoning changes have been made. Commissioner Trujillo asked about additional funding with Emergency Services; City Manager Williams stated Emergency Law Enforcement is based on Certified Officers; State Fire Protection Grant is based on ISO rating, EMS grant based on size of the community. Mayor Gandy asked about production wells; City Manager Williams stated any new wells will need to comply with City Ordinance. Melba Soto owner of land behind cheese plant, asked for clarification concerning her property. City Manager Williams stated property is right outside the annexation property Mrs. Soto property will not be re-zoned. Commissioner Trujillo stated there is an ETZ which Mrs. Soto will need to comply with their rules and regulations. There being no further discussion, a roll call was taken: Commissioner Campos – Yes, Commissioner Butcher – Yes, Commissioner Trujillo – Yes, Commissioner Bengé – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Amendment of School Resource Officer Memorandum of Understanding between the City and Lovington Municipal Schools: Mayor Gandy called for a motion. Commissioner Campos so moved to consider amendment of School Resource Officer Memorandum of Understanding between the City and Lovington Municipal Schools; Commissioner Bengé seconded. City Manager Williams addressed Commissioners of amendment of language found in Section 11.0 of the MOU and will remove the original indemnification language; the reason for this change is that the School insurance provider will not allow for this type of language in the agreement. There being no further discussion, a roll call was taken: Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Bengé – Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Planning and Zoning Commission Appointment: Mayor Gandy called for a motion. Commissioner Bengé so moved to nominate Dave Rowser for appointment to the planning and zoning commission; no second, motion was withdrawn. Commissioner Campos so moved to appoint Clint Laughrin to the planning and zoning commission; Commissioner Trujillo seconded. There being no further discussion, a roll call was taken: Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Award of RFP 042215: Lea Theater Digital Conversion: Mayor Gandy called for a motion. Commissioner Trujillo so moved to consider approval of Resolution 2015-45: J.F. Maddox Foundation Grant Agreement; Commissioner Butcher seconded. City Manager Williams addressed Commissioners of proposal of digital conversion; City of Lovington is the fiscal agent for the State grant and make sure procurement are followed. The first proposals were rejected

due to incompleteness and over budget; proposal was re-advertised. City Manager Williams stated only one proposal for this project was received by Sonic Equipment Co.; the total for this project, with additional options, excluding GRT is \$120,115. City Manager Williams stated revenue from State Grant is \$100,000 – Gala net at \$12,489 – Pending Lodger Tax at \$1,141 with a funding gap of \$1,667. Commissioner Campos asked if Lea Community of Foundation Arts will be fundraising anymore; Assistant City Manager Cobb stated the next fundraising event required the use of the digital system in place to host a family event. Commissioners and Staff discussed State award of \$100,000 being jeopardized, extension from the State, possible sponsorships, and consider an “I owe you” to Foundation of Arts. Commissioners agreed to allow the City of Lovington to invest, but be reimbursed. Commissioner Trujillo so moved to amend motion to include \$7,400 used general funds with an “I owe you”; Commissioner Campos seconded. There being no further discussion, a roll call was taken: Commissioner Bengé – Yes, Commissioner Trujillo – Yes, Commissioner Butcher – Yes, Commissioner Campos – Yes, and Mayor Gandy – Yes. Motion was approved.

Consider Award of RFP 052215: Sale of Real Property at Main and Jefferson - omitted from agenda

Consider Approval of Accounts Payable: Mayor Gandy called for a motion. Commissioner Bengé so moved to approve the accounts payable; Commissioner Butcher second. There being no further discussion, a roll call was taken: Commissioner Trujillo – Yes, Commissioner Bengé – Yes, Commissioner Campos – Yes, Commissioner Butcher – Yes, and Mayor Gandy – Yes. Motion was approved.

PUBLIC COMMENT: none

ADJOURNMENT:

There being no further business the meeting adjourned at 6:10 p.m.

APPROVED: _____
SCOTTY GANDY, MAYOR

ATTEST: _____
CAROL ANN HOGUE, CITY CLERK

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: JUne 8, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Street Closures and Block Parties
DEPARTMENT: Exeutive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: June 4, 2015

STAFF SUMMARY:

City staff have begun receiving requests for street closures to accommodate events and parties. In the past, each street closure has been sent to Commission for approval. With the increasing number of requests, staff would like to present the attached permit application. Using this application, staff would be able to approve street closures unless certain circumstances exist. In that case, the request would be submitted to Commission.

Staff are requesting Commission review and suggestions as well as direction to implement this type of process.

FISCAL IMPACT:

REVIEWED BY: _____
(Finance Director)

ATTACHMENTS:

Street Event/Bloc Party Permit Application Draft

RECOMMENDATION:

Provide direction to staff to implement this process as one does not exist currently.

Department Head

James R. Williams

City Manager



City of Lovington
Street Event/Block Party Permit Application

I. GENERAL REQUIREMENTS

- A. A street event/block party applicant shall be limited to a resident within the block party venue
- B. The street event/block party venue shall be limited to an area:
 - 1. no greater than one block of a residential street.
 - 2. a residential street where no commercial or public facilities exist
 - 3. an area where the street closure would restrict access to a non-participating street
- C. The hours of operation of a street event/block party shall be limited to one day between the hours of 9:00 a.m. and 10:00 p.m.
- D. Street event/block party attendances shall be:
 - 1. Private, meaning the block party is not open to the general public and the applicant is responsible for ensuring all attendees are invited guests
 - 2. Free, meaning no type of payment is required for entrance or participation, including, but not limited to, a cover charge or the sale of food or beverages.

II. OPERATIONAL REQUIREMENTS

- A. Alcoholic beverages shall not be consumed on City public right-of-ways, including streets and sidewalks. The use of alcoholic beverages on private property shall comply with all applicable laws.
- B. Upon complaint by any reasonable person, the applicant must ensure that any sound is turned down to a more acceptable level or eliminated altogether.
- C. Parking of vehicles to accommodate guests attending the street event/block party shall not interfere with the use of private or public property inside or outside of the block party area.
- D. The placement of inflatable/play equipment such as, but not limited to, a jump house or slide may be placed on public property within the street event/block party venue. In instances where the equipment is placed within public right-of-ways the rental company shall provide Commercial General Liability Insurance and name the City of Lovington, its officers, employees, volunteers, and agents as additionally named insured. Such insurance must provide at least three million dollars per occurrence. Each vendor supplying the equipment must comply with the State of New Mexico Carnival Ride Insurance Act.

- E. The street event/block party venue shall be clean, free of equipment, and restored to public access immediately upon conclusion of the block party.
- F. The applicant must be in possession of the approved street event/block party permit and make it available immediately on request of City of Lovington officials.
- G. City of Lovington officials may revoke an issued permit at any time for any violation of the requirements and conditions listed in the permit application.
- H. Applicants are required to contact the Lovington Police Department when the event begins and when the event ends. Applicants may contact the Police Department directly at 575-396-2811.

III. TECHNICAL REQUIREMENTS

- A. Proof of residency within the street event/block party venue shall be provided upon submission of the application. Proof shall consist of a minimum of two of the following:
 - 1. Current utility bill (Water, Gas, Electric, Telephone, Cable, etc.)
 - 2. Drivers license with current address
- B. Provide a site plan depicting:
 - 1. Name and location of street(s) to be closed.
 - 2. Location of furniture, activities, or equipment. Any inflatable/play equipment shall be specifically identified.
 - 3. Location of an unobstructed lane or clear path of travel sufficient for access by an emergency vehicle throughout the entire street event/block party venue.
- C. Provide the Street Event/Block Party Resident Petition that demonstrates that at least eighty percent (80%) of residents within the street event/block party venue support the proposed activity. This requirement cannot be waived for events conducted in residential areas.
- D. Provide the City of Lovington proof of insurance valid during the street event/block party times of operations, including set-up, event time, and clean up. Such proof of insurance may be in the form of either the applicant's homeowner's policy or a commercial general liability insurance policy insuring the applicant or event.
- E. Agree to comply with all local, state, and federal laws, codes and regulations.

IV. CIRCUMSTANCES IN WHICH A STREET EVENT/BLOCK PARTY PERMIT SHALL NOT BE ISSUED

- A. Applicant does not comply with the general, operational, or technical requirements.
- B. Street event/block party venue is located on a state highway.
- C. Street event/block party venue is located on a City street designated as a major or minor arterial, collector road or bypass.

In the event a permit application is received that creates one of the above circumstances, a variance will need to be approved by the City Commission. Variances will not be considered for permit applications lacking a Resident Petition or less than 80% support for proposed venues in residential areas.

V. APPLICATION PROCESS

- A. The applicant shall submit a completed street event/block party permit application, site plan, all required signatures, proof of residency, and proof of insurance documentation to City Hall. Incomplete applications and requests lacking required documents will not be considered.
- B. Street event/block party permit applications with all required documentation must be received fourteen (14) days in advance of the event.
 1. Applications received that require City Commission approval must be received twenty-eight (28) days prior to the event to facilitate the request being placed on the next available meeting agenda.
- C. Upon submission, permit applications shall be accompanied by a \$100 refundable deposit. The Street Department will inspect the venue after the event for damage and proper disposal of refuse. Deposits will only be refunded if the venue is released in good condition.
- D. There shall be a \$100 non-refundable fee to be paid immediately upon issuance of the approved permit.
 1. Cancellations of the permit by the applicant must be received no later than two (2) business days prior to the event in order to receive a refund.
 2. In the event adverse weather (i.e. rain, winds in excess of 25 mph) occurs **prior** to the start of the event and the applicant wishes to reschedule for no additional fees, the make up date must occur within seven (7) days of the original event date. The City must approve make up rain dates. In the event that the make up rain date cannot occur with the seven-day period, the applicant will be provided a full refund.
 3. It is the responsibility of the applicant to notify the City of any cancellations. During normal business hours (Mon-Thurs 7:30-5:30, Fri 7:30-11:30 a.m.) applicants need to contact City Hall at 575-396-2884. After business hours, applicants need to contact the Lovington Police Department at 575-396-2811.

APPLICANT COMPLIANCE WITH ALL PERMIT TERMS AND CONDITIONS		YES	NO
A.	I have read and agree to fully comply with all of the General Requirements as described in Part I of the Street Event/Block Party Permit Application.		
B.	I have read and agree to fully comply with all of the Operational Requirements as described in Part II of the Street Event/Block Party Permit Application.		
C.	I have read and agree to fully comply with all of the Technical Requirements as described in Part III of the Street Event/Block Party Permit Application.		
D.	I have read and understand the circumstances in which a Street Event/Block Party Permit Application shall not be issued (without City Commission approval) as described in Part IV of the Street Event/Block Party Permit Application		
E.	I have attached proof of residency within the Street Event/Block Party Venue.		
F.	I have attached a computer generated or hand-drawn scaled site map as described in Part III Technical Requirements of the Street Event/Block party Application depicting: <ol style="list-style-type: none"> 1. Name and location of street(s) to be closed 2. Location of all furniture, activities, or equipment. Any inflatable/play equipment shall be specifically identified. 3. Location of emergency access throughout venue 		
G.	I have attached a Street Event/Block Party Resident Petition demonstrating support for the street closure.		
F.	I have attached insurance documents consistent with the insurance requirements described in Part III Technical Requirements of the Street Event/Block Party application.		

APPLICANT AFFIDAVIT

I, the undersigned, declare upon penalty of perjury that the information contained in the foregoing application and any attachments is true and correct to the best of my knowledge and belief, that I have read, understand and agree to abide by the rules and regulations governing the proposed event and other applicable city, state, and federal codes, laws, policies, and regulations. By applying for a Street Event/Block party Permit I agree and understand that I have the sole responsibility at all times to be knowledgeable about, fully understand, and to meet or exceed all local, state and federal codes, laws, policies and regulations associated with the event. I further understand that knowingly providing false information is cause for the immediate denial of this permit or the suspension of the permit if one has already been issued. I understand in the event of a major incident, my permit may be postponed or terminated for the sake of public safety and welfare (e.g., major crime incident, fire, flood, or any act of God).

I hereby certify the foregoing statements to be true and correct and agree to protect, defend, indemnify and hold harmless the City of Lovington, its officers, employees and agents against any action, demand, claim, loss, injury or liability arising out of or resulting in any way from the requested street event/block party, or from any actions taken, work performed or service provided by Applicant with respect to the use of City property for the purposes described herein. Applicants obligations to indemnify and hold harmless are joint and several, and exclude only such action, demand, claim, loss or liability due to the sole negligence or willful misconduct of City and/or its employees. All of Applicants obligations under this agreement are intended to apply to the fullest extent permitted by law and shall survive the expiration, completion or sooner termination of this Permit. In any action or claim against the City in which Applicant is defending City, City shall have the right to approve legal counsel providing City's defense. I also agree, if approved, to comply with all permit conditions provided by City representatives and understand that failure to comply with any condition or violation of law may result in the immediate cancellation of the street event/block party, fines or penalties as described in the Lovington Municipal Code, and/or criminal prosecution.

Signature of Applicant

Date

Received By		Date/Time Received	
Street Department Approval		Date	
Fire Department Approval		Date	
Police Department Approval		Date	
City Manager Approval		Date	
Commission Approval (if required)		Date	

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 8, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2015-51: Ambulance Charge Offs
DEPARTMENT: Fire Department
SUBMITTED BY: Terrance Lizardo, Fire Chief
DATE SUBMITTED: June 1, 2015

STAFF SUMMARY:

Resolution 2015-51 will authorize the charge off of noncollectable ambulance accounts that are older than five years as of May 29, 2015. All efforts to collect on these accounts have been exhausted.

FISCAL IMPACT:

Write off of \$79,483.88

REVIEWED BY: _____

(Signature)
(Finance Director)

ATTACHMENTS:

Resolution 2015-51
Charge off detail

RECOMMENDATION:

Motion to approve Resolution 2015-51

Department Head

James R. Williams

City Manager

RESOLUTION NO. 2015-51

WHEREAS, the City of Lovington provides emergency medical response and transport;
and

WHEREAS, the City bills for usage of these services by individuals as established by the
New Mexico Public Regulation Commission; and

WHEREAS, the City is required to charge off uncollectable accounts as all efforts to
collect have been exhausted.

NOW, THEREFORE, BE IT RESOLVED, that the Lovington City Commission approves the
attached five-year charge off list of uncollectable accounts as of May 29, 2015, attached
hereto as reference, in the amount of \$79,483.88.

DONE THIS 8TH DAY OF JUNE, 2015 at

City of Lovington
New Mexico

Scotty Gandy, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

FIVE YEAR CHARGE OFF LIST OF UNCOLLECTABLE ACCOUNTS
AS OF May 29, 2015

LOVINGTON AMBULANCE SERVICE

THE TOTAL AMOUNT AS OF May 29, 2015 IS \$79,483.88

The entire amount reflected above is to be written off this year. All of the accounts are un-collectible. Every one of these accounts had been sent to our collection agency in an effort to recoup this money. TSI as well as, Aurora, Gracey, and I have tried and have exhausted all our efforts to track these debtors. Of the 95 accounts, 34 were for patients whom were deceased. From July 2014 through May 29, 2015 we have collected \$3,291.97 through Transworld Systems Inc, minus our investment of \$0 dollars.



Carl Christensen EMS Coordinator

Dated: 5-29-2015

See the attached itemized list of uncollectible ambulance accounts that will be written off

2015 Charge Off Accounts

5/29/2015

PAT	Date of Birth	Date of Service	Amount	Account Status
002823	2/7/1952	4/6/2010	\$122.19	Uncollectable
003037	4/4/1983	6/19/2010	\$308.15	Uncollectable
003386	6/25/1977	12/21/2010	\$1,442.27	Uncollectable
003649	8/6/1974	2/25/2010	\$4,957.22	Deceased
004492	2/28/1972	2/14/2010	\$693.08	Deceased
004677	1/2/1975	6/29/2011	\$2,623.54	Uncollectable
005125	1/30/1931	12/24/2010	\$319.99	Deceased
005669	7/27/1968	11/10/2010	\$2,190.16	Uncollectable
005677	2/8/2005	9/9/2010	\$539.08	Uncollectable
006194	11/27/1933	3/27/2010	\$23.85	Deceased
006263	9/14/1967	3/30/2009	\$4,272.43	Uncollectable
006711	8/16/1982	8/27/2010	\$96.80	Deceased
006713	5/12/1946	5/31/2010	\$861.12	Deceased
006851	1/8/1977	1/25/2007	\$2,925.16	Deceased
007054	1/8/1973	12/21/2010	\$527.96	Deceased
007323	5/15/1934	10/29/2010	\$96.80	Deceased
007395	12/27/1956	5/15/2010	\$96.80	Uncollectable
008053	6/6/1987	1/21/2010	\$665.97	Uncollectable
008089	7/27/1971	7/22/2010	\$150.00	Uncollectable
008107	3/18/1962	2/19/2009	\$1,088.94	Deceased
008284	9/10/1942	11/3/2010	\$598.82	Uncollectable
008384	7/14/1987	2/7/2010	\$75.00	Uncollectable
00839	4/18/2001	4/25/2010	\$301.63	Deceased
008538	8/3/1961	5/25/2011	\$264.62	Deceased
008554	2/1/1981	1/4/2011	\$527.96	Uncollectable
008623	7/18/2009	1/4/2010	\$1,162.52	Uncollectable
008654	9/2/1970	1/26/2010	\$571.09	Deceased
008662	11/23/1950	1/23/2010	\$1,360.48	Uncollectable
008689	8/28/1932	2/9/2010	\$92.17	Deceased
008706	12/10/1979	2/13/2010	\$811.76	Deceased
008714	9/10/1970	2/16/2010	\$526.73	Uncollectable
008724	11/26/1961	2/24/2010	\$1,669.00	Uncollectable
008728	6/2/1976	2/27/2010	\$1,230.90	Deceased
008737	12/4/1953	3/5/2010	\$647.17	Uncollectable
008768	6/28/1962	3/17/2010	\$622.07	Uncollectable
008789	4/13/1989	3/30/2010	\$537.82	Uncollectable
008793	11/11/1972	3/31/2010	\$1,512.87	Uncollectable
008808	2/3/1964	4/10/2010	\$247.40	Uncollectable
008811	11/1/1938	4/8/2010	\$577.71	Deceased
008845	2/14/2010	4/27/2010	\$1,657.91	Uncollectable
008852	9/18/1968	5/1/2010	\$548.91	Uncollectable
008900	9/4/1977	6/1/2010	\$496.23	Uncollectable

2015 Charge Off Accounts

5/29/2015

PAT	Date of Birth	Date of Service	Amount	Account Status
008903	9/18/1998	6/3/2010	\$279.24	Deceased
008907	5/4/2000	6/11/2010	\$1,010.06	Uncollectable
008908	2/22/1978	6/6/2010	\$537.82	Deceased
008916	8/2/1953	6/11/2010	\$718.13	Uncollectable
008930	7/31/1970	6/13/2010	\$872.81	Uncollectable
008935	4/10/1970	6/18/2010	\$765.38	Deceased
008955	7/14/1982	6/24/2010	\$1,680.09	Uncollectable
008957	7/3/1934	6/25/2010	\$1,575.81	Deceased
008965	5/21/1979	6/3/2010	\$53.10	Uncollectable
008976	7/18/1958	7/5/2010	\$98.88	Uncollectable
008988	10/11/1967	7/10/2010	\$1,606.60	Uncollectable
008990	7/28/1984	7/13/2010	\$319.99	Uncollectable
008999	12/23/1968	7/18/2010	\$308.87	Deceased
009001	10/11/1950	7/8/2010	\$527.96	Uncollectable
009002	6/15/1953	7/19/2010	\$527.96	Uncollectable
009012	11/14/1972	7/25/2010	\$683.64	Uncollectable
009016	1/31/1961	7/29/2010	\$527.96	Uncollectable
009039	10/26/1966	8/10/2010	\$1,628.84	Uncollectable
009040	5/29/1957	8/10/2010	\$616.95	Uncollectable
009060	7/1/1975	8/6/2010	\$168.58	Deceased
009106	9/27/1965	9/11/2010	\$872.68	Uncollectable
009119	3/23/1998	9/21/2010	\$1,475.67	Uncollectable
009129	9/2/1970	1/26/2010	\$308.87	Deceased
009133	2/17/1957	9/26/2010	\$1,579.86	Uncollectable
009162	2/14/1973	10/6/2010	\$342.23	Uncollectable
009163	5/27/1953	10/11/2010	\$50.95	Uncollectable
009164	1/26/1962	10/11/2010	\$1,617.72	Uncollectable
009170	2/14/1991	10/15/2010	\$550.20	Uncollectable
009180	12/23/1961	10/17/2010	\$1,886.80	Deceased
009184	4/10/1985	10/24/2010	\$1,695.56	Uncollectable
009186	1/9/1931	11/4/2010	\$236.90	Deceased
009190	9/21/1933	10/27/2010	\$96.80	Deceased
009196	10/19/1977	10/18/2010	\$111.91	Uncollectable
009211	11/2/1973	11/4/2010	\$319.99	Uncollectable
009215	9/7/1991	11/6/2010	\$642.47	Uncollectable
009217	10/27/1997	11/8/2010	\$75.00	Uncollectable
009224	2/11/1967	11/12/2010	\$1,651.08	Uncollectable
009226	5/28/1929	11/13/2010	\$28.02	Deceased
009228	10/20/1939	11/16/2010	\$1,557.62	Deceased
009231	10/8/1975	11/17/2010	\$527.96	Deceased
009232	11/11/1985	11/17/2010	\$308.87	Uncollectable
009242	10/1/1953	11/22/2010	\$527.96	Uncollectable

2015 Charge Off Accounts

5/29/2015

PAT	Date of Birth	Date of Service	Amount	Account Status
009248	3/23/1953	11/23/2010	\$397.83	Uncollectable
009249	11/21/1959	11/23/2010	\$628.04	Deceased
009255	8/22/1949	12/1/2010	\$1,579.86	Uncollectable
009258	5/2/1952	12/4/2010	\$248.79	Uncollectable
009266	10/24/1945	12/6/2010	\$527.96	Deceased
009274	2/9/1995	12/10/2010	\$1,662.20	Uncollectable
009280	5/9/1990	12/14/2010	\$550.20	Uncollectable
009291	6/25/1977	12/21/2010	\$527.96	Uncollectable
009297	7/7/1957	12/22/2010	\$1,485.90	Deceased
009301	11/24/1977	12/25/2010	\$308.87	Uncollectable
009307	10/22/1921	12/28/2010	\$550.20	Deceased
Total			\$79,483.88	

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 8, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2015-52: SERTPO Appointment
DEPARTMENT: Executive
SUBMITTED BY: James R. Williams, City Manager
DATE SUBMITTED: June 2, 2015

STAFF SUMMARY:

The Southeast Regional Transportation and Planning Organization has requested the City review their appointments to the Transportation and Policy Committees. This action is performed annually.

The City Manager currently represents the City. 3-4 meetings are held in Roswell each year.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

Resolution 2015-52

RECOMMENDATION:

Motion to approve Resolution 2015-52

Department Head

James R. Williams

City Manager

RESOLUTION NO. 2015-52

WHEREAS, the City of Lovington is a member of the Southeast Regional Transportation Planning Organization (SERTPO); and

WHEREAS, the SERTPO requests member organizations to review their Transportation and Policy Committee appointments each year and either re-appoint its current representative(s) or appoint new representative(s).

NOW, THEREFORE, BE IT RESOLVED, that the Lovington City Commission re-appoints City Manager James Williams to the Transportation and Policy Committees of the Southeast Regional Transportation Planning Organization.

DONE THIS 8TH DAY OF JUNE, 2015 at

City of Lovington
New Mexico

Scotty Gandy, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: June 8, 2015

TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Resolution 2015-53
DEPARTMENT: Senior Citizens Center
SUBMITTED BY: Norma Vejil, Director
DATE SUBMITTED: Junw 2, 2015

STAFF SUMMARY:

Resolution 2015-53 will authorize the City Manager to execute the Nutritional Service Incentive Program Agreement and Direct Purchase of Services Vendor Agreement with Non-Metro Area Agency on Aging. These agreements provide the State and Federal Grant funding utilized to operate the Senior Citizens Center.

FISCAL IMPACT:

REVIEWED BY: 
(Finance Director)

NSIP Agreement: \$7,255

Direct Purchase of Services Vendor Agreement: \$169,131

ATTACHMENTS:

Resolution 2015-53
NSIP Agreement
DPSVA Agreement

RECOMMENDATION:

Motion to approve Resolution 2015-53.

Department Head


City Manager

RESOLUTION NO. 2015-53

WHEREAS, the City of Lovington and the North Central New Mexico Economic Development District Non-Metro Area Agency on Aging have a long standing partnership; and

WHEREAS, the purpose of this partnership is to deliver much needed services to the senior citizens of Lovington and Lea County; and

WHEREAS, this partnership is renewed annually by formal City and Agency agreements.

NOW, THEREFORE, BE IT RESOLVED, that the Lovington City Commission directs the City Manager to execute on behalf of the City of Lovington:

1. the Nutrition Service Incentive Program Agreement that will provide funding to the City in the amount of \$7,255.00 in Fiscal Year 2015-2016; and
2. the Direct Purchase of Services Agreement that will provide funding to the City in the amount of \$169,131.00 in Fiscal Year 2015-2016.

DONE THIS 8TH DAY OF JUNE, 2015 at

City of Lovington
New Mexico

Scotty Gandy, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

**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 2015, 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. Contractors 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.

L. As recommended by the Agency, these funds be expended prior to Title III-C funds and/or state funds.

2. **Compensation**

- A. The total amount payable to the Contractor under this Agreement shall not exceed \$7,255 for eligible meals served during the period July 1, 2015 through June 30, 2016 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, 2016, 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 Contractor 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 Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Contractor 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 Contractor 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 Contractor's default or breach of this Agreement. This Agreement also may be terminated by the Contractor upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor 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 Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Contractor 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 Contractor; 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 Contractor 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, 2015 to June 30, 2016. 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.

26. The Vendor, expending equal to \$750,000 but less than or equal to \$25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised OmniCircular 200.518(b)(1), which streamlines eight different grant circulars into one set. 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.
127. 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.
128. Non-governmental vendors/contractors 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.

129. 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.
130. 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.
131. 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. (A-87 and A-122 have been reclassified under the CFR as 2 CFR Part 225, and 2 CFR Part 230, respectively.)

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 Service; 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
3900 Paseo del Sol
Santa Fe, NM 87507

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

The individual(s) signing this Agreement on behalf of Contractor represents and warrants 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, 2015.

City of Lovington
Legal Name of Vendor/Contractor

Signature

Printed/Typed Name of Signatory

Date

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



Signature

Tim Armer, Executive Director
Printed/Typed Name of Signatory

5/22/15

Date

NORTH CENTRAL 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: 07/01/2015 TO: 06/30/2016		New/Cont: X Revision: Other:		
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)	7,255.00	0.00				7,255.00
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	\$7,255.00	\$0.00				\$7,255.00
PERCENT OF TOTAL COST	100%	0%	0%	0%	0%	100%
COMPUTATION OF GRANT						
1. Estimated Total Cost		\$7,255.00		8. Federal/State Shares will be Comprised of:		
2. LESS Anticipated Project Income		\$0.00		a. Federal/State grant		
3. Estimated Net Cost		\$7,255.00		unearned in previous		0.00
				project year(s)		FY Federal: 0.00
						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		\$7,255.00		c. New Obligational		
7. State Share of Net Cost		\$0.00		Authority Herein		FY Federal: \$7,255.00
				Awarded		
<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. <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. <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. <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. <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. <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.						
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:						
1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency. 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 Agency. 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 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. 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. 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. 9. Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantee.						
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.		
 Signature: _____ Date: 5/22/15				Date: _____		
				Date: _____		

**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's (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as Agency, enter this Agreement effective July 1, 2015, 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
IID Evidenced-Based
 EB-EnhanceFitness
 EB- Manage Your Chronic Disease (My CD)
 EB-A Matter of Balance
Chore Services
Case Management
Other Health Promotion Activities (Non IID)
 Health Education/Training
 Health Screening
 Health Physical Fitness/Exercise
III 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.

Other Health Promotion Activities (Non IIID)– 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 Evidence Based – US Congressional Authorizing Legislation: Section 361 of the Older Americans Act (OAA) of 1965, as amended, now requires that Title IIID funds will only be able to be used on health promotion programs that meet the highest level criteria.

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.

Or

Existing evidence-based programs currently offered in New Mexico include:

EnhanceFitness- a low-cost, evidence based group exercise program, helps older adults at all levels of fitness become more active, energized, and empowered to sustain independent lives.

A Matter of Balance- View falls as controllable, set goals for increasing activity, make changes to reduce fall risk at home, exercise to increase strength

Manage Your Chronic Disease (My CD)- Designed to help people gain self-confidence in their ability to manage the symptoms of their chronic disease and how it affects their lives.

Tomando Control de su Salud (Spanish-language Manage Your Chronic Disease)

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 caregiving 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 III-E)	One Hour
Transportation	One, One-Way Trip
Assisted Transportation	One, One-Way Trip
IIID Evidence Based	
EnhanceFitness	participant hour
My CD	participant hour
A Matter of Balance	participant hour
Health Promotion (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
III-E Access Assistance	One Contact
III-E Counseling	One Session per Participant
III-E Information Services	One Activity
III-E 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 **\$169,131**. 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. **\$9,258** 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. **\$146,888** from the NMGAA-State/HB-2.

C. Services and Reimbursement Methodology:

Service	Total Unit Cost (III,State,PI,Local)	Federal Title III & State Negotiated Unit Costs	Units of Service	Persons
Congregate Meals	\$ 10.83511	\$ 7.73021	9018	224
Home Delivered Meals	\$ 12.04031	\$ 5.49961	10320	55
Transportation	\$ 9.99524	\$ 5.08207	8395	64
Assisted Transportation	\$	\$		
Case Management	\$	\$		
Adult Day Care	\$	\$		
Respite	\$	\$		
Chore Services	\$	\$		
Homemaker/Housekeeping	\$	\$		
Health Education/Training	\$	\$		
Physical Fitness/Exercise	\$	\$		
Health Screening	\$	\$		
Home Safety	\$	\$		
Medication Management	\$	\$		
EB-EnhanceFitness	\$	\$		
EB-My CD	\$	\$		
EB-A Matter of Balance	\$	\$		
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 from the Aging and Long Term Services Department. 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.

H. Payments to the vendor will be made electronically through the Automated Clearing House (ACH) Network.

2. **TERMS OF AGREEMENT.**

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

A. The Vendor shall:

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 individuals, older individuals residing in rural and frontier areas, individuals with disabilities, and individuals with a limited English proficiency, in accordance with the OAA as applicable.
3. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the Agency 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 Agency holiday, the information shall be delivered by the close of business on the next business day.
4. Submit timely, complete, detailed 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 shall be properly safeguarded and accurately accounted for as receipts and expenditures on the vendors financial reports, if they are not required to be forwarded to the Agency. Client contributions (program income) will be reported fully, as required, to the Agency. Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned.
6. Provide Letter(s) of Commitment from local City or County governments to the Agency committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the Agency. 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. At a minimum, attend two (2) training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
9. 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.
 - c. All services shall be budgeted for separately on financials (i.e. congregate, home delivered, transportation, homemaker, etc.)
 - d. All revenues shall be separated on financial reports per individual service(s).
 - e. Vendor shall ensure that adequate resources are available and managing of budget and units is a priority to ensure stability of the vendor's operations.
10. 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.
11. Employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward or payment.

12. 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.
13. Submit an action plan to address unforeseen circumstances when service delivery is threatened. This is due no later than the end of the first quarter.
14. Inform NCNMEDD, Non Metro AAA Santa Fe Office of substantial decrease/increase in services as soon as possible.

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
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. Consider re-negotiation of cost of services at the discretion of NCNMEDD, Non – Metro AAA. Programs MUST manage their budgets and on-going re-negotiations will not be considered. NCNMEDD, Non –Metro AAA will make necessary amendments to budgets at the end of the second quarter.
8. Employ a full-time manager and financial individual to oversee funds contracted through NCNMEDD 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, 2015 through June 30, 2016. 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 equal to \$750,000 but less than or equal to \$25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised OmniCircular 200.518(b)(1), which streamlines eight different grants into one set. 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. (A-87 and A-122 have been reclassified under the CFR as 2 CFR Part 225, and 2 CFR Part 230, respectively.)

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, 2015 and terminate on June 30, 2016, 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, at 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 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 from the Agency, 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. Full Time Program Director
2. Full Time Financial Manager

The Vendor will maintain full-time Key Personnel throughout the term of this agreement.

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
3900 Paseo del Sol
Santa Fe, NM 87507

VENDOR: Livingston Senior Center
City of Livingston
Attn: James Williams / Norma J Veil
P.O. Box 1269
Livingston, N.M. 87260

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, directly from its insurance carrier, a memorandum or certification of all insurance carried, 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, 2015.

City of Lovington

Legal Name of Vendor

Signature

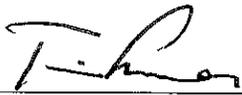
Printed/Typed Name of Signatory

Date

NCNMEDD

Non-Metro Area Agency on Aging

Name of Area Agency on Aging



Signature

Tim Armer, Executive Director

Printed/Typed Name of Signatory

5/21/15

Date

NOTIFICATION OF GRANT AWARD

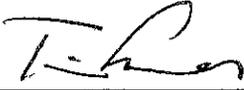
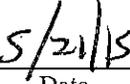
REMARKS: In addition to the conditions contained in the agreement on the application form, the conditions below apply to this grant:

- 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. Programs must meet the units of services projected to be reimbursed or submit an amended plan detailing reasons why approved units are not being met which must be approved by the NCNMEDD 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 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.
- 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 Agency.
- 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 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.
- 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.
- 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.
- 9. Project records will preserved and kept available to federal and state auditors at the primary offices of the Grantee.

Signature of NCNMEDD Non-Metro Area Agency on Aging Authorizing Official: 	We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.
 Date	Date:
Tim Armer Executive Director	Date:

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM



MEETING DATE: _____

TYPE: **RESOLUTION** **ORDINANCE** **PROCLAMATION** **INFORMATION** **OTHER ACTION**

SUBJECT:
DEPARTMENT:
SUBMITTED BY:
DATE SUBMITTED:

STAFF SUMMARY:

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

RECOMMENDATION:

Department Head

City Manager

RESOLUTION NO. 2015-54

WHEREAS, the City of Lovington has been a continuous supporter of Lovington MainStreet’s events and recognize their impact on the community; and

WHEREAS, the 6th Annual “Smokin on the Plaza” event will be held June 19 and 20, 2015; and

WHEREAS, Lovington MainStreet has requested the City of Lovington approve a beer garden to be operated at this event.

NOW, THEREFORE, BE IT RESOLVED, that the Lovington City Commission approves Lovington MainStreet’s New Mexico Alcohol and Gaming Public Celebration Permit for the 6th Annual Smokin on the Plaza.

DONE THIS 8TH DAY OF JUNE, 2015 at

City of Lovington
New Mexico

Scotty Gandy, Mayor

ATTEST:

Carol Ann Hogue, City Clerk

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 8, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Award of Medical Direction Services Bid
DEPARTMENT: Fire/EMS Department
SUBMITTED BY: Terrance Lizardo, Fire Chief
DATE SUBMITTED: June 1, 2015

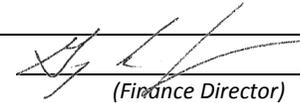
STAFF SUMMARY:

A request for sealed bids was released for Medical Direction Services for the EMS Division of the Fire Department. Bids were received and publicly opened on June 1, 2015 at 10:00 a.m.

Only one bid was received from Patrick Homer, D.O. in the amount of \$4,500 per year. Dr. Homer is the current Medical Director for the Fire Department.

FISCAL IMPACT:

REVIEWED BY:



(Finance Director)

\$4,500 per year for the next three years.

ATTACHMENTS:

RECOMMENDATION:

Motion to award Medical Direction Services Bid to Patrick Homer, D.O.

Department Head

James R. Williams

City Manager

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 8, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Consultant Pharmacist Services Bid
DEPARTMENT: Fire Department
SUBMITTED BY: Terrance Lizardo, Fire Chief
DATE SUBMITTED: June 1, 2015

STAFF SUMMARY:

Sealed proposals were received at City Hall on June 1, 2015 at 10:00 a.m. for Consultant Pharmacist Services.

Only one bid was received from Michaels Rayburn who bid \$125 per hour.

This service is utilized for the Fire Department as well as Animal Services.

FISCAL IMPACT:

REVIEWED BY: _____

(Finance Director)

\$125 per hour. Contract is for a period of three years.

Approximate cost per year is \$1,500

ATTACHMENTS:

RECOMMENDATION:

Motion to award Consultant Pharmacist Bid to Michaels Rayburn.

Department Head

James R. Williams

City Manager

CITY OF LOVINGTON
COMMISSION STAFF SUMMARY FORM

MEETING DATE: June 8, 2015



TYPE: RESOLUTION ORDINANCE PROCLAMATION INFORMATION OTHER ACTION

SUBJECT: Accounts Payable
DEPARTMENT: Finance
SUBMITTED BY: Gary L. Chapman, Finance Director
DATE SUBMITTED: June 4, 2015

STAFF SUMMARY:

The Finance Department have prepared the accounts payable for your review and approval.

FISCAL IMPACT:

See accounts payable detail.

REVIEWED BY: _____

(Finance Director)

ATTACHMENTS:

General Fund Accounts Payable
Utilities Fund Accounts Payable

RECOMMENDATION:

Motion to approve accounts payable.

Department Head

James R. Williams

City Manager

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - General
From 6/1/2015 Through 6/30/2015

101 - General Fund

Vendor Name	Dept Code	Current Balance
A-Tech Air Cond. & Heating		523.81
AlSCO		419.78
America Supply, LLC		123.40
American Library Sales		2,810.67
Arreola Chiropractic Center		70.00
Art's D.O.T & Safety Lovington		155.51
Artesia Fire Equipment		135.00
BeGeo Investment LLC		67.50
Benchmark		68.82
Blaine Industrial Supply		1,038.98
Bob's Thriftway		400.25
Bound Tree Medical, LLC		118.90
Breen Glass Service		50.00
C & S Motor Parts Co.		26.55
Caprock Air Cond/Heating		1,160.87
Caprock Communications		309.00
Center Point Large Print		40.14
Certified Laboratories		220.39
Comp-Ray, Inc		69.55
Constructors, Inc		2,292.71
Cowboys Corner		205.00
CW Associates Consulting LLC		38.00
D & T Backhoe		429.00
EDC Educational Services		396.03
Forrest Tire Co.		502.23
Gale/Cengage Learning		194.91
Galls/Quartermaster		68.72
Gardner Media, LLC		90.89
Gebo Credit Corporation		909.66
General Welding Supply		520.00

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - General
From 6/1/2015 Through 6/30/2015

Great Plains Animal Hospital	150.00
Grey House Publishing	347.72
H & K Pest Control Co.	471.92
Heidel, Samberson, Newell ,Cox	8,282.77
Higginbotham-Bartlett Co.	2,673.96
High Plains Refrigeration, Inc	128.18
Keith Morwood Enterprises, Inc	524.85
Kid's Reference Company, Inc.	650.67
Knowbuddy	728.68
Lea County Roadside	240.54
Lovington Auto Supply	622.54
Lovington Chamber of Commerce	25.00
Lovington Leader	1,160.10
Lovington Tire Service	32.18
Lovington Veterinary	50.00
Marker Services, LLC	96.53
Master Printers	529.90
Midwest Hose & Specialty, Inc.	4.67
Movie Licensing USA	318.00
NM Environment Dept.	200.00
OCLC, Inc.	214.44
Overhead Door Co.	674.56
P & D Petroleum, Inc	16,037.25
Patriot Pipe & Supply LTD	180.32
Pro-Treat Power Equipment	674.52
Recorded Books LLC	125.96
Roberts Oil & Lube	536.00
Shor-Line	23.64
Southwest Polygraph	267.03
Staples Advantage	2,543.35
Strong Electric	3,742.25
Sunbird Home Resort Products	182.21

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CMeeting - General
 From 6/1/2015 Through 6/30/2015

SWAT, LLC	90.79
SYSCO West Texas, Inc.	1,319.50
Tate Branch Dodge	189.95
Tom's Sharp Shop	98.97
U S Food Service	1,432.81
U.S. Postal Service	147.00
Unifirst Corp.	119.98
Valentine Auto Service	531.89
Worldwide Canine, Inc.	<u>2,000.00</u>
 Report Balance	 <u>61,826.90</u>

Payee	Transaction Description	Check Amount
Accent Landscape Constructors	Chaparral Park Irrigation System Construction Phase 1 (34%)	146,792.00
AT&T Mobility	Gen-Cellular Phone Bill for 4/15	1,935.11
C E S	Streets-N 9th St Reconst-Engineering (Pettigrew)	2,244.38
C E S	Streets-N 9th St. Reconst Engineering (Pettigrew)	845.00
Constructors, Inc	Streets-9th st Reconst Construction (100%)	11,833.76
Dakota Brehm	Finance-LifeGuard Certification Reimb 2015	125.00

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CMeeting - General
 From 6/1/2015 Through 6/30/2015

Dallas Stearn	Finance- Lifeguard Certif Reimb 2015	125.00
Eddy Burkett	Ambulance- Reimb	39.12
Edward Cesareo	Fuel/Meals Finance- Lifeguard Certif Reimb 2015	125.00
Gilbert Gomez	Finance- Lifeguard Certif Reimb 2015	125.00
Gilberto Quinonez	Finance- Lifeguard Certif Reimb 2015	125.00
Lea County Electric	Gen-Electric Bill for 4/15	21,764.36
Lorenzo Juarez	Finance- Lifeguard Certif Reimb 2015	125.00
New Mexico Gas Company	Gen-Utility Gas Bill 4/15	1,471.96
Nicholas Franklin	Finance- Lifeguard Certif Reimb 2015	125.00
NM Environment Dept.	Pool-2015 Inspection fee	150.00
NM Judicial Education Center	Judicial Ed Fees April 2015	546.00
NNJC-Law Enforcement Memorial	Police- SNMLEA Fallen Officers Memorial Team/Individual Pista	500.00

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CMeeting - General
 From 6/1/2015 Through 6/30/2015

Noel Salcido	Finance- LifeGuard Certif Reimb 2015	125.00
Paola Salcido	Finance- LifeGuard Certif Reimb 2015	125.00
Phillips 66 Co.	Gen-Credit Card 4/15	278.73
Professional Ambulance Sales	Ambulance- 2015 F-450 4x4 horton 603F	231,348.00
Ramiro A. Mata	Finance- Lifeguard Certif Reimb 2015	125.00
Shell Oil Co.	Gen-Fuel Credit Card	31.46
Staples	Gen-Office Supplies credit card 5/15	531.59
Strong Electric	Senior Center- Finished running cable from Camera to DVR	957.63
Strong Electric	Senior Center- Finished Running Wire to Cameras	403.56
Strong Electric	Senior Center- Ran cable Camera to Power Supply	761.13
Strong Electric	Senior center- Ran cable in the ceiling	322.85
Strong Electric	Senior Center- Ran Wire for Cameras/Made connections	161.43

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CMeeting - General
 From 6/1/2015 Through 6/30/2015

Strong Electric	Youth Center- Cleaned up all wire Molding	242.14
Strong Electric	Youth Center- Ran all five Camera wires	714.47
Strong Electric	Youth Center- Ran EMT And Wire into Attic/Room	648.80
Strong Electric	Youth Center- Ran Wire for all cameras in dance floor	698.38
Strong Electric	Youth Center- Ran Wire Through attic/Mounted wire mold	564.99
Strong Electric	Youth Center- Untangled Wire in Attic/Terminate d Dance floor	1,291.40
visa JC 7334	Visa 7334 JC- Library-Table Covers/Cardstoc k/Foam Shapes	38.27
visa JC 7334	Visa JC 7334- ICSC Fees for J Cobb/J williams	1,190.00
visa JC 7334	Visa-JC 7334 Finance-Lunch for budget meeting/Fuel	78.06

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeeting - General
 From 6/1/2015 Through 6/30/2015

visa JC 7334	Visa JC 7334- Finance- Frame/Candy	22.53
Visa	Visa-JC 7334 3/15-AC Meals/Lodging for training in Taos	617.96
Visa	VISA 7326 New Trv-Fire Lodging/Meals/ Fuel for Skip/Stephan Ruidosa Training	382.85
visa	visa 8456 C Hogue-Police Took Interview Board Lunch/Postag	127.66
Visa	VISA 8456 C HOGUE-AC Meals for Inmates/pet Supplies	715.08
Visa	Visa JW 9660- Recr/AC meals to feed inmates	205.23
Visa	Visa JW 9660- Airfare/Bell Limosine/Coffee /Expedia Purchase/J Cobb/J Williams	1,669.82

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeting - General
 From 6/1/2015 Through 6/30/2015

Visa	Visa JW 9660 Parks-Pest Books/Phone Case	116.91
Visa	VISA JW 9660 Cemetery Books	131.82
Visa 9280 G Chapman	visa 9280 G Chapman- Finance-Aatrix Form	44.20
Visa-9280 G Chapman	Visa 9280 G Chapman-Police Lodging for D. Gallegos	199.02
Visa 9280 G Chapman	VISA G CHAPMAN 9280 4/15 clerk spring meeting in clovis-Carol ann Lodging, Meals and Gas/AC Cola/Pizza/inma tes	232.15
Visa 9306 D Rodriguez	Visa 9306 Police 4/15- Meals, Lodging, Fuel for 4 officers Training in Albuq and Rio Rancho NM	981.17

City of Lovington (New)
Summary A/P Ledger - A/P Summary CMeeting - General
From 6/1/2015 Through 6/30/2015

Windstream	Chamber of Commerce- Phone bill 4/15	255.74
Windstream	Main phone bill for 4/15	151.87
Windstream	Gen-Phone Bill for 5/15	4,629.24
Windstream	EDC-Phone Bill for 5/15	<u>196.68</u>
GRAND TOTAL		<u>501,885.67</u>

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeting - Water
From 6/1/2015 Through 6/30/2015

505 - Water & WasteWater

Vendor Name	Current Balance
Arreola Chiropractic Center	70.00
Atco International	660.00
B.I.C.I., LLC.	8,508.50
BMN Meter Measurement	2,553.74
C & S Motor Parts Co.	53.10
Copies, Inc.	1,260.62
Culligan Water Conditioning	24.50
CW Divers/CWD Services	7,363.99
Dana Kepner Co.	1,798.75
Haarmeyer Electric	231.02
Higginbotham-Bartlett Co.	154.39
Industrial Muncipal Products	1,492.38
Kandy Kane Water Well Service	1,028.63
Lovington Leader	50.68
M & R Tire Service, LLC	879.23
Master Printers	469.50
P & D Petroleum, Inc	2,175.61
Patriot Pipe & Supply LTD	69.91
Polydyne Inc.	1,008.00
Sensus Metering Systems	3,580.78
Staples Advantage	75.49
Unifirst Corp.	<u>39.81</u>
Report Balance	<u>33,548.63</u>

City of Lovington (New)
 Summary A/P Ledger - A/P Summary CCMeeting - Water
 From 6/1/2015 Through 6/30/2015

<u>Payee</u>	<u>Transaction Description</u>	<u>Check Amount</u>
AT&T Mobility	Water-Cellular Phone Bill for 4/15	605.66
Lea County Electric	Water-Electric Bill for 4/15	24,371.58
New Mexico Gas Company	Water-Utility Gas 4/15	512.50
New Mexico Jr. College	WasteWater-DOT Inspection Training/Hernandez/Astudil l/Ontiveros	1,500.00
NMWWA Southwest Section	WasteWater-School for Miguel/Silvano	200.00
Phillips 66 Co.	WasteWater-Fuel Credi Card 4/15	63.34
Staples	Water-Office Supplies	54.98
Utility Operator Certification	WasteWater-Exam Fee For Silvano Hernandez/Miguel Astudillo	60.00
Visa	VISA 8456 4/15 WasteWater-SCP BDG Pureglass Sam	37.38
Visa	Visa 8621 4/15 WasteWater- Hotel in Albuq 4 Night Stay for NMRWA Conf	868.58
Visa 9280 G Chapman	VISA-9280 GC WATER4/15 Meals for training in Albuq	250.54
Waste Management of New Mexico	Solid Waste-Roll-offs 4.15	13,851.74

City of Lovington (New)
Summary A/P Ledger - A/P Summary CCMeeeting - Water
From 6/1/2015 Through 6/30/2015

Waste Management of New Mexico	Solid Waste-Polycart for 4/15 Res \$65917.22 Com \$56002.33	121,919.55
Windstream	Water-Phone Bill for 4/15	458.21
Windstream	WasteWater-Phone line for Scada System	<u>58.52</u>
GRAND TOTAL		<u>198,361.21</u>