Alamogordo City Commission

# NOTICE OF MEETING

## Regular Meeting Agenda

**August 10, 2021 - 6:30 PM**
**City Hall, City Commission Chambers**
**1376 E. Ninth St.**

**Richard Boss** ........................................................................ Mayor
**Nadia Sikes** ..............................................Mayor Pro-Tem, District 2
**Jason Baldwin** .................................................................. District 1
**Susan Payne** ......................................................................District 3
**Josh Rardin** .........................................................................District 4
**Sharon McDonald** ............................................................. District 5
**Dusty Wright** ..................................................................... District 6

**Brian Cesar** ................................................................ City Manager
**Petria Bengoechea** .......................................................City Attorney
**Rachel Hughs** ....................................................................City Clerk

**MISSION STATEMENT** as Adopted by the City Commission on March 24, 1995.
*The City of Alamogordo is a Municipal Corporation that exists solely for the purpose of providing the best possible services to our customers, the citizens of Alamogordo. We are committed to providing these services with honesty, integrity, compassion, fairness, and a commitment to excellence.*

*We are committed to the long-term financial stability and responsible growth of the City and all decisions will be driven by our commitment to provide the best services possible in a financially sound and responsible manner given the economic realities facing the City.*

*In accordance with Section 10-15-1.D, NMSA 1978 (2010 Cumulative Supplement), this agenda has been posted on the bulletin board located in the east/west lobby of the City Hall and in the glass case located outside a the north entrance of the City Hall, distributed to the appropriate news media, and posted on the City website: http://ci.alamogordo.nm.us within the required time frame. As a courtesy, the entire Agenda Packet has also been posted on the City of Alamogordo website: http://ci.alamogordo.nm.us*

*The Mayor and City Commission request that all cell phones be turned off or set to vibrate. Members of the audience are requested to step outside the Commission Chambers to respond to or to conduct a phone conversation. The Alamogordo Commission Chambers is wheelchair accessible. Other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Clerk's Office at 575-439-4100.*

### CALL TO ORDER & ROLL CALL

*Announce the presence of a Quorum.*

### INVOCATION & PLEDGE OF ALLEGIANCE

### APPROVAL OF AGENDA

### PRESENTATIONS

1. Alliance for Regional Military Support Quarterly presentation. *(Richard Dayoub, Alliance for Regional Military Support Treasurer)*

## PUBLIC COMMENT

*Residents must sign up with the City Clerk to address the City Commission.. Comments are limited to 3 minutes, and there will be a maximum of 21 minutes allowed for Public Comments.*

## CITY MANAGER'S REPORT

## REMARKS AND INQUIRIES BY THE CITY COMMISSION

## CONSENT AGENDA (Roll Call Vote Required for an Ordinance or Resolution)

*All matters listed under the Consent Agenda are considered to be routine by the City Commission and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

2. Approve the minutes for the July 27, 2021 Regular meeting. *(Rachel Hughs, City Clerk)*

3. Consider, and act upon, adoption and final publication of Ordinance 1634, amending Section 23-02-060 of the Alamogordo Code of Ordinances regarding exemptions for Lodgers Tax and to amend Section 23-02-030 to include additional definitions. *(Stephanie Hernandez, Assistant City Manager and Evelyn Huff, Finance Director)* **(Roll Call Required)**

4. Consider, and act upon, adoption and final publication of Ordinance 1635, Case Z-2021-0003(A) for a map amendment to change the zoning designation of the property located at 21066 US Hwy 70 West, from R-1 Single Family Dwelling District to C-3 Business District. *(Stella Rael, City Planner)* **(Roll Call Vote Required)**

5. Consider, and act upon, approval of an agreement with the New Mexico Development District, Non-Metro Area Agency on Aging (NM-AAA) for the Nutrition Services Incentive Program, the total amount budgeted is $58,023.00. *(Magdalena Morales, ASC Manager and Veronica Ortega, Community Services Director)*

6. Consider, and act upon, the Investment Report for the quarter ending June 30, 2021, in accordance with the City of Alamogordo Investment Ordinance. *(Sue Ashe, Accounting Manager)*

7. Consider, and act upon, grant funding from the Non-Metro Area Agency on Aging FY22 contract for Direct Purchase of Services for senior programs, the total amount budgeted is $482,251.02. *(Magdalena Morales, ASC Manager and Veronica Ortega, Community Services Director)*

8. Consider, and act upon, grant funding from the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA) for the American Rescue Plan Sub-Award, the total amount budgeted is $182,923.97. *(Magdalena Morales, ASC Manager and Veronica Ortega, Community Services Director)*

## ITEMS REMOVED FROM CONSENT AGENDA

## NEW BUSINESS

9. Consider, and act upon, reinstating the Records & Archives Clerk position that was laid off in May 2020 due to COVID-19, as a full-time position. *(Rachel Hughs, City Clerk)*

10. Consider, and act upon, first publication of Ordinance 1636, an ordinance creating Chapter 34 in the Alamogordo Code of Ordinances concerning Marijuana. *(Petria Bengoechea, City Attorney)* **(Roll Call Vote Required)**

11. Consider, and act upon, providing direction to City Staff on incentives for new businesses. *(Richard Boss, Mayor)*

12. Consider, and act upon, providing direction to City of Alamogordo staff considering the composition of a letter to the Alamogordo Public School Board from the Alamogordo City Commission regarding gender and participation in school sports, the teaching of critical race theory, mask requirements in public schools, and Covid-19 vaccinations in the public schools. *(Joshua Rardin, City Commissioner District 4*)

13. Appointments to Boards and Committees. *(Richard Boss, Mayor)*

## ADJOURNMENT

# AGENDA REPORT
## CITY OF ALAMOGORDO
## CITY COMMISSION

**Meeting Date:** 8/10/2021 **Report Date:** 7/29/2021 **Report No:** 1.

**Submitted By:** Rachel Hughs

**Subject:** Alliance for Regional Military Support Quarterly presentation. *(Richard Dayoub, Alliance for Regional Military Support Treasurer)*

**Fiscal Impact:**
Amount Budgeted:
Fund:

Additional Fiscal Impact:

**Recommendation:** Presentation Only.

**Background:** The quarterly briefing provides the most current activities in support of Holloman Air Force Base to City of Alamogordo as part of our agreement in the signed Memorandum of Understanding.

# City of Alamogordo City Commission Meeting
## AGENDA REQUEST FORM

**Today's Date:** July 29, 2021

**Request Date of Meeting:** August 10, 2021

**Name and Title:** Richard E. Dayoub, Treasurer, Alliance for Regional Military Support

**Address:** 1460 Common Drive

El Paso, TX 79936 **ZIP**

**Phone Number:** 915-203-6573

**E-Mail Address:** richard.dayoub@outlook.com

**Item requested will be for Information only**

**Brief description of topic to be discussed:**
**Please attach one original of any documents pertaining to the topic -**
**We do not allow handouts at the meeting**

Agenda Request: Alliance for Regional Military Support Quarterly presentation to City of Alamogordo as part of our agreement in the signed Memorandum of Understanding. The quarterly briefing provides the most current activities in support of Holloman Air Force Base and the region and allows for the Council members to ask questions and make recommendations.

**Signature:** Richard Dayoub

**Please return to:** **Rachel Hughs, CMC, City Clerk**
**City of Alamogordo**
**1376 E. 9th Street**
**Alamogordo, NM 88310**

**Phone: (575) 439-4100** **Fax: (575) 439-4396** **E-mail: rhughs@ci.alamogordo.nm.us**

Alliance for Regional Military Support

Presentation To
City of Alamogordo

August 10, 2021

# ALLIANCE FOR REGIONAL MILITARY SUPPORT

www.allianceforregionalmilitarysupport.com

# MISSION, GOAL AND STRATEGY OF ARMS

- **Mission**:
  - Ensure Fort Bliss, White Sands Missile Range and Holloman Air Force Base “the triad” remain an integral part of America’s National Defense Strategy
- **Vision**
  - Maintain the relevance and enhance the military value of our region and our joint regional military complex, support our defense workforce, and sustain and strengthen our Nation's defense technical and industrial base
- **Strategy**
  - Develop actionable initiatives to address goals and collaborate locally, regionally, and nationally to achieve results

# OUR FOCUS

- **Prioritize Current Defense Industry Engagement**
  Decisively engaging current defense companies based on missions at Fort Bliss, White Sands and Holloman AFB.
- **Leverage Higher Education Partnerships to Attract Defense R&D Projects**
  For example, build upon UTEP's R1 designation to attract defense companies for new research and development projects. Develop relationship with NMSU Engineering and JMC/WSMR/Holloman
- **Address Transitioning Soldiers and Families**
  Improve messaging and ability to retain and attract transitioning soldiers, families and veterans within the region following service completion.
- **Improve Regions Appeal for Future Stationing Initiatives**
  Identify and advise on actions to be taken now to improve the regions standing for future stationing initiatives such as Base Realignment and Closure activities.
- **Attract New Defense and Aerospace Contractors to the Region**
  As one of seven key industry sectors identified as providing a high level of opportunity for our region, provide support and guidance in attracting new defense and aerospace contractors to the region.

## NOTABLE ACCOMPLISHMENTS

- Met with Congresswomen Veronica Escobar to discuss her impact on the HASC and the way forward with advocacy for the region.
- Conducted a formal briefing with newly elected Congresswoman Yvette Herrell and Senator Ben Ray Lujan
- Alamogordo Community Leaders have continuous communications with Cypress International, ARMS' consultant, to address needs and opportunities related to Holloman AFB
- Met with Holloman AFB Garrison Commander to Discuss Installation Priorities
- Continuing meetings with Army Medical Command and the Defense Health Agency officials to discuss their transition plans and to help ensure that the region retains appropriate health care services. Conducted Town-Hall with WBAMC and the VA

## NOTABLE ACCOMPLISHMENTS

- Working closely with AFC (Army Futures Command) in Austin to reengage bringing experts to El Paso, Las Cruces and Alamogordo to deliver needed information to small businesses in order to showcase Triad region's capabilities.
- Coordinated a meeting with Congresswomen Escobar and General Garrett (Forces Command Commanding General)
- Hosted a regional briefing for Triad partners with White Sands Missile Range Commander (BG Trybula) focused on ARMY STEM focus for area students
- Hosted a meeting with Army Test and Evaluation Command (BG Gallivan) for Triad partner organizations
- Met with Fort Bliss Garrison Commander to discuss Mobilization-Force Generation Missions and Infrastructure Requirements to support all military branches
- Had discussions with LTG McKean from Army Futures Command and coordinated his upcoming visit to the Triad Region.

# WAY FORWARD

- Continue to modernize Fort Bliss as a Mobilization Force Generation Installation
- Proactively pursue continuous improvement of regional Military Medical capabilities
- Stay engaged with Army Futures Command and AFWERX
- Advocate for Holloman AFB capabilities (Red Air, WSMR airspace for AF MQ-9 and F-16)
- Advocate for White Sands Missile Range capabilities
- Advocate for Joint Modernization Command, 32nd Air and Missile Defense Command and JTF-N headquartered at Fort Bliss
- Sustain and improve the Defense workforce by building a pipeline of veterans training in the region
- Sustain safe, desirable, affordable off-post housing
- **Working with area school districts to focus curricula on STEM, A.I., Autonomy and Data Mining**
- Prevent encroachment

# WAY FORWARD (CONTINUED)

- Holloman AFB will be participating in the upcoming Project Convergence Exercises being held in early November.  Project Convergence is a Department of Defense initiative led by Army Futures Command that brings together Army and Air Force combined battlefield training.
- Continue to advocate for and improve air service at the El Paso International Airport
- Engage and Encourage  political leaders  to advocate for Fort Bliss, WSMR and Holloman AFB
- Developed talking points for community leaders regarding the regional military complex.
- Working with Alamogordo area leadership in preparation for the Air Force Association Annual Conference in Washington, DC September 20 – 22

# WAY FORWARD (CONTINUED)

- Alamogordo Economic Development will be participating in an upcoming outreach program with the Fort Bliss Garrison Commander focusing on upcoming economic growth opportunities related to Defense

- Planned meetings are being coordinated with Congressional Delegation and Pentagon officials

- Biden Administration Grant Program opportunity for Economic Development can be accessed through the following link: https://apnews.com/article/joe-biden-business-government-and-politics-e1c90a44a45c77065109dc6787a63027

# QUESTIONS?

# CONTACTS

| | | |
|---|---|---|
| Mr. Gus Rodriguez | Chair | Gus.Rodriguez@allianceforregionalmilitarysupport.com |
| Mr. John Baily | Vice Chair | John.Baily@allianceforregionalmilitarysupport.com |
| Mr. Richard Dayoub | Treasurer | Richard.Dayoub@allianceforregionalmilitarysupport.com |
| Mr. Lance Lehr | Secretary | Lance.Lehr@allianceforregionalmilitarysupport.com |
| Mr. Tom Thomas | Member | Tom.Thomas@allianceforregionalmilitarysupport.com |

# AGENDA REPORT
## CITY OF ALAMOGORDO
## CITY COMMISSION

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**Meeting Date:** 8/10/2021 **Report Date:** 8/3/2021 **Report No:** 2.

**Submitted By:** Rachel Hughs

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**Subject:** Approve the minutes for the July 27, 2021 Regular meeting. *(Rachel Hughs, City Clerk)*

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**Fiscal Impact:**
Amount Budgeted:
Fund:

Additional Fiscal Impact:

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**Recommendation:** Approve the minutes.

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**Background:** This is required by the Open Meetings Act.

# CITY OF ALAMOGORDO, NEW MEXICO
## CITY COMMISSION REGULAR MEETING MINUTES
## 6:30 P.M., COMMISSION CHAMBERS
## July 27, 2021

**RICHARD BOSS, MAYOR**
**SHARON McDONALD, COMMISSIONER**
**JOSH RARDIN, COMMISSIONER**
**DUSTY WRIGHT, COMMISSIONER**
**SUSAN PAYNE, COMMISSIONER**
**NADIA SIKES, MAYOR PRO-TEM**
**JASON BALDWIN, COMMISSIONER**
**BRIAN CESAR, CITY MANAGER**
**PETRIA BENGOECHEA, CITY ATTORNEY**
**RACHEL HUGHS, CITY CLERK**

### CALL TO ORDER / ROLL CALL / INVOCATION / PLEDGE OF ALLEGIANCE

Mayor Boss called the meeting to order at 6:38 p.m. Roll Call was taken by the City Clerk. City Clerk Hughs announced there was a quorum present. Mayor Boss said before the Invocation, he would like to thank City Clerk Rachel Hughs, Deputy Clerk Teresa Gutierrez, Commissioner Susan Payne, and Commissioner Sharon McDonald for taking turns and giving the Invocation at the City Commission Meetings held during the Covid shutdown. Invocation was given by Reverend Warren Robinson and the Pledge of Allegiance was led by Reverend Warren Robinson.

### APPROVAL OF AGENDA

**Commissioner Wright moved to approve the agenda.**
**Commissioner Payne seconded the motion.**
**Motion carried with a vote of 7-0-0.**

### CITY MANAGER'S REPORT

**City Manager Cesar made the following remarks:**
1. City Manager Cesar said a couple of weeks ago he had forwarded an email to the Commission regarding issues with chemical supplies for our water and wastewater plants. Normally this was the time of year we went out to bid for our annual street maintenance program. Design was going to be complete by mid-August. Right now, the Engineer's estimate was about double the $2.6 million we had budgeted for that project. That was largely due to lack of availability of materials and not having a work force to complete projects. Therefore, staff was looking at delaying putting those out to bid until after the new calendar year starting January 1. Hopefully by that time the market will have stabilized, people will be back to work, and the contractor would be able to secure materials. There were a number of projects we needed to get done right now, but we were not able to give the contractor notice to proceed because they couldn't get pipe and other materials. Many of those projects would be delayed by at least six months so that we could cost effectively have them completed.

Mayor Pro-Tem Sikes asked if the chemicals they had approved a couple weeks back were now not happening. City Manager Cesar said regarding the industrial strength bleach we used for disinfection, the earliest we would get a shipment in was the first week in August. Normally we would get two or more shipments per month, but right now those orders were out almost two months. We were still able to treat the water and the wastewater, so everything going out to the public or being disposed of in the City parks through the effluent system still met all State EPA standards. We were not skimping on disinfection, so there was no danger to the public. This just meant that we were getting low in our levels right now.

## REMARKS AND INQUIRIES BY THE CITY COMMISSION

**Commissioner McDonald made the following comments:**
Commissioner McDonald thanked the City for supplying dumpsters and equipment during the cleanup in District 5 this past weekend. She also thanked the volunteers, including Pastor Robinson, who helped with the event. Saturday was a drop-off day, and they had a number of people helping out. To keep their stamina up, there were others bringing food and drinks. They also went to people's homes and helped clean up, and she still had calls coming in from people who needed help and the volunteers were still pitching in. She even had one call from a gentleman who was 100 years old, and she found it amazing. She thanked the City for putting the information about the event out on the website. Also, she thanked Mayor Pro-Tem Sikes for including this on her radio show, and Nicole from the Alamogordo Daily News for writing an article about the event. She appreciated everyone who helped out.

## CONSENT AGENDA

**1. Approve the minutes for the July 13, 2021 Regular meeting. *(Rachel Hughs, City Clerk)***

**3. Approve Resolution No. 2021-27 authorizing the Mayor to execute the agreement for membership in the Southeastern New Mexico Economic Development District/Council of Governments (SNMEDD/COG). *(Rachel Hughs, City Clerk)* (Roll Call Vote Required)**

Commissioner Rardin requested to remove item No. 2 from the Consent Agenda.

**Commissioner Rardin moved to approve the Consent Agenda as amended.**
**Mayor Pro-Tem Sikes seconded the motion.**
**Roll Call Vote was taken.**
**Motion carried with a vote of 7-0-0.**

## ITEMS REMOVED FROM CONSENT AGENDA

**2. Approve letter of request to the State Transportation Commission to allow Recreational Off-Road Vehicles on a section of White Sands Blvd., from Scenic to Panorama, to be sent to the State. *(Larry Garner, Public Works Director)***

Commissioner Rardin said instead of just allowing this from Scenic to Panorama, he would like to see this go from City limit to City limit. Public Works Director Garner said because this was a State highway, the State Police had jurisdiction and authority to pull over and ticket those vehicles. According to the State Engineer in Roswell, this was okay as long as we had a map which showed from boundary to boundary. His opinion was not to ask for a huge, long area on this because the Board would typically reject going out on the State highway too far where the speed limits started to increase and where the business locations were sketchier. They were trying to keep those vehicles in a more congested area where the businesses were located. He could certainly ask for more, and this was just a preliminary to get the door open so the State would know the City was interested in adjusting this. Commissioner Rardin felt it cut off the Walker area in case someone was to ride one out that way or out toward Amber Skies. Public Works Director Garner said he could ask for as much or as little as they liked. Commissioner Rardin felt it would be better on the north end to change it out to Highway 82 for those coming off the bypass. Public Works Director Garner said he hadn't technically looked at the bypass because it was a State highway as well.

Mayor Boss asked how far other cities had gone out. Public Works Director Garner said Ruidoso was the only other one he was aware of that had requested to get part of the State highway added in. They had asked only for the congested area along Sudderth Drive because the State had hemmed and hawed due to the potential for accidents out there.

Public Works Director Garner said sending in this letter was just the first step to get before the State Board. Then the State would go out and look at the area they were talking about, and they would determine whether they were willing to let this happen. Mayor Boss said perhaps we should ask for as much as we could because chances were they would want to close it up a little bit anyway. Public Works Director Garner said the reason he chose the area he did was because of the congestion of the businesses. That was good justification for the State because they viewed business areas for people who were just trying to get to work as opposed to going out of town. The congestion was a huge factor on the part of their decision making. As the businesses started spreading out, that was where they started having a problem and would say that those type of vehicles should not be out this far on a State highway.

Commissioner Wright asked if we could say that Panorama to Scenic was our main focus, but we would like to look at those other extended areas as well. Public Works Director Garner said he could modify the letter to say that. Commissioner Rardin felt that the option should be from Highway 82 to Walker Avenue which would cover the main portion of town. Public Works Director Garner said he could word his letter to say that we would like to cover from Highway 82 to Walker Avenue, but if that was not feasible then we would at least like from Panorama Blvd. to Scenic Drive on White Sands Blvd.

**Commissioner Rardin moved to approve as amended.**
**Commissioner Wright seconded the motion.**
**Motion carried with a vote of 7-0-0.**

## NEW BUSINESS

**4. Consider, and act upon, the placement of a new Resident Parking Only sign for home located at 1322 Vermont Avenue. *(Teresa Gutierrez, Deputy Clerk)***

Ms. RaDeana Dwyer, owner of 1322 Vermont Avenue, said she was a Registered Nurse and worked at Fresenius Kidney Care. She was asking for consideration of a "Resident Parking Only" sign to be placed in front of her home. She explained the various pictures she had submitted. She recently had trouble with neighbors across the street parking vehicles in front of her home, and she actually had not been able to move into her home. The neighbors first had a black truck parked there, and she had to have an Alamogordo Police Officer tag the vehicle. The neighbors moved it within the three days, but then started parking their red truck in front of her home. The neighbors also had a Subaru vehicle they would park in front of her home. They had a driveway and had room to park on their own side of the street, but they continued to park in front of her home. She had furniture which she had not been able to move into her home yet because they were always parked there.

Commissioner Payne asked if she'd had a conversation with her neighbors about this. Ms. Dwyer said she'd tried. She had tried saying hello, but they did not respond. So, she put a note on the black truck when it was in front of her house asking if they could please move the vehicle so she could move in, but that got to the point where they had to get the police involved to get that vehicle moved. It had been an ongoing problem as they were always parked there.

Mayor Boss asked if staff had any problem with putting this sign in. If it was installed, would it make the street more dangerous. City Manager Cesar said no. He explained that previous Commissions had approved requests like this, but it was a decision of the Commission as a whole and staff normally did not give the recommendation as it was based off what they heard from the property owner.

Mayor Pro-Tem Sikes asked Ms. Dwyer how long she had been there and not able to move into the residence. Ms. Dwyer said she had purchased the home at the end of May. It was her first home and she had not been able to move in yet. She was living with her parents right now. Mayor Pro-Tem Sikes found that appalling. She asked about the first picture where there was a trash can behind the truck, and she wondered how they picked up the trash. Ms. Dwyer said they had missed it three times. She put the trash out, but because the neighbors parked their truck so close, they had missed picking it up a few times. Also, there was a streetlight on the corner which she liked because she had crazy work hours and could go in at 4:00 a.m. or she could get off very late and the streetlight actually lit up her walk right into her front door so she could feel safe. But she had not been able to do that yet.

Commissioner Baldwin asked if posting a sign like this was for all the residents of the street. If so, he didn't see how this sign would stop the neighbors from parking in front of her home. Commissioner Payne said the sign read "Resident Parking Only". Police Chief Denton said the Ordinance referenced the property owner and specifically parking in front of their residence. Commissioner Baldwin asked if this sign would rectify the situation. Police Chief Denton said yes, and his department could issue citations on it.

City Attorney Bengoechea read from Ordinance No. 1567 as follows: "Except when necessary to avoid conflict with other traffic, or in compliance with this section or the directions of a police officer or official traffic-control device, no person shall stop, stand or park a vehicle, whether occupied or not, except temporarily for the purpose of, and while actually engaged in, loading or unloading merchandise or passengers, at any place where an official sign reads "Residential Parking Only," and along the curb within ten feet of either side of such sign, unless given permission by the resident living directly behind the sign." Therefore, the Ordinance would address the applicant's problem.

**Mayor Boss moved to approve.**
**Commissioner Rardin seconded the motion.**
**Motion carried with a vote of 7-0-0.**

**5. Consider, and act upon, award of Public Works Bid No. 2021-001 to Smithco Construction, Inc. related to the Bonito Lake Infrastructure Improvements project in an amount not to exceed $3,216,695.00, including NMGRT.** ***(Bob Johnson, Engineering Manager)***

Engineering Manager Johnson said this item was to approve the award for the Bonito Lake Infrastructure Improvements project, also known as the permanent improvements. The work would consist of adding gated ports to the intake tower and several other improvements to the structure, adding a catwalk access to the intake tower, resurfacing the interior face and crest of the dam, replacing 1940's era valving and piping in the dam valve house, adding a parshall flume and flow meter on the discharge pipe, and other improvements to site access and security fencing. The project was advertised on May 30 and June 6, 2021. This was out there for six weeks instead of the normal four. Bids were opened at 2:00 p.m. on July 15th with two bids received. They held a mandatory pre-bid conference on June 24th. General contractors intending to bid this project and have their bid considered had to attend this conference. There were eight general contractors who attended. Five of those eight were properly licensed, and two of those five submitted bids. Smithco Construction, Inc. and Meridian Contracting, Inc. were the contractors that had submitted the bids.

Commissioner Rardin asked if the amount of money that was over on our Engineer's estimate was due to material costs. Engineering Manager Johnson said yes, primarily. The Engineer's opinion of probable construction costs was created in early March. Shortly after that timeframe was when we saw the economy just go crazy and the cost of materials go up. We were starting to see some decrease in wood costs only, but the price of steel was still at an all-time high and this project contained an immense amount of steel. We were also seeing that the availability of pipe was still difficult at best, in any diameter and in any material. Commissioner Rardin questioned the mobilization costs and the increase there. Engineering Manager Johnson said he had no idea why they had gone up, but his guess would be the rising cost of fuel because there would be a lot of equipment mobilized to this project. Between Smithco and Meridian, half of the difference in cost was mobilization. Smithco was based out of Caballo, and Meridian was based out of Albuquerque. They were both large industrial-class firms. Commissioner Rardin asked if we had the funds to cover these costs differences. Engineering Manager Johnson said yes. We had a $2.15 million loan from the Drinking Water State Revolving Fund. It was EPA funding that was channeled through the New Mexico Finance Authority. We also had $1 million in local funding which had been allocated in addition. In small print in the Engineer's recommendation, but which had not been fine-tuned yet, was that the Office of State Engineer Dam Safety Bureau was going to send us an Agreement for an additional $900,000 in capital outlay. There was no City match, and it was strictly a grant. He felt we were in good shape and had a sufficient contingency for anything that might come up. Considering that this project would be tearing into old structures and old plumbing, there were always unforeseen conditions.

Commissioner Baldwin asked if we'd worked with Smithco before. Engineering Manager Johnson said yes, on two separate projects. Commissioner Baldwin asked if we'd had any issues with them. Engineering Manager Johnson said no. They had recently completed the debris removal project.

Mayor Boss pointed out that instead of putting the dam back like it was before, it was going to be much better because we could get water from four different locations in the lake and not just have it at one level. That would make a big difference in the quality of our water. He felt it was money well spent.

**Commissioner Rardin moved to approve.**
**Commissioner Baldwin seconded the motion.**
**Motion carried with a vote of 7-0-0.**

**6. Consider, and act upon, approval of Change Order No. 9, RFQ No. 2014-005, to Bohannan Huston, Inc. related to the engineering and design of the Bonito Lake Restoration and Infrastructure Improvements projects in an amount not to exceed $429,550.05, including NMGRT.** ***(Bob Johnson, Engineering Manager)***

Engineering Manager Johnson said this Change Order would be increasing the engineering and design services for the construction phase services associated with Public Works Bid 2021-001, Bonito Lake Infrastructure Improvements, and to also complete reestablishment and provide planimetric/topographic survey of the lake bottom after completion of the debris removal project for Public Works Bid 2017-009. This was a rather large amendment, but approximately half of it was in inspection costs because the Dam Safety Bureau was the authority having jurisdiction over all this work. They reviewed this design in great detail and recommended a lot of changes to it. They were also the permitting agency, and we had to obtain their permit and their stamp on the plans before we could advertise the project for bid. They had imposed a great deal of additional inspections upon the City's Engineer and upon the contractor and there were additional costs associated with those inspections. Primarily those were structural inspections and Structural Engineers were one of the most expensive engineering trades we had to deal with on a day-to-day basis.

Commissioner Rardin asked if there would be any more Change Orders after this one. Engineering Manager Johnson said the Engineer had communicated to him that this would be the last one. One must consider, though, that they had been engineering this project for six years and it was the combination of two large projects.

Commissioner Baldwin said he did the quick math and it looked like they might be left with about $225,000. Engineering Manager Johnson said when they factored in the $900,000 grant that was coming down, they would have closer to $400,000 to $450,000 as far as contingency went.

**Commissioner Rardin moved to approve.**
**Commissioner Baldwin seconded the motion.**
**Motion carried with a vote of 7-0-0.**

**7. Consider and act upon, request for City Water service from Donald K. Berry at 4920 N. Florida in the County.** ***(Larry Garner, Public Works Director, and Donald Berry, Property Owner)***

Public Works Director Garner said Donald Berry lived outside the City limits and he was requesting acquisition of water services. His well had stopped functioning and he was now trucking in water for his needs. He had discussed with Mr. Berry and made him aware how much he would be charged for the water and the restrictions requiring his well.

Commissioner Rardin asked where the water would be pulled from. Public Works Director Garner said Mr. Berry's home was circled in red on the displayed map, and there was a transmission line which paralleled his property which was where the water would be pulled from. He had made Mr. Berry aware of exactly where the line would need to be tapped into.

Commissioner Payne asked if he would hire someone to do that work. Public Works Director Garner said yes, he would hire a plumbing contractor. Commissioner Rardin asked if the City installed the tap. Public Works Director Garner said yes as we no longer allowed contractors to tap into our lines.

**Commissioner Wright moved to approve.**
**Commissioner Rardin seconded the motion.**
**Motion carried with a vote of 7-0-0.**

**8. Consider, and act upon, the approval of Resolution No. 2021-28 amending the Preliminary FY 2021-2022 Budget with carry-over fund balances, and adopting the Final Budget for 2021-2022. *(Evelyn Huff, Finance Director)* (Roll Call Vote required)**

Finance Director Huff said this was the Budget Resolution brought to the Commission at the end of July every year. The main objective of this revision was to take our cash balances from the preliminary estimated cash balances they approved as part of the budget in May and apply them to the unaudited cash balances calculated as of June 30, 2021. That was our first entry. The other entries from there were to roll over any projects that were not completed at the end of FY21 into FY22 and any funding sources attached to those. There were some other revisions dealing with Purchase Orders, balance of expenses that departments were allowed to carryover, and some other residual revisions we did in order to get things going throughout the beginning of the fiscal year.

**Mayor Boss moved to approve.**
**Commissioner Wright seconded the motion.**
**Roll Call Vote was taken.**
**Motion carried with a vote of 7-0-0.**

**9. Consider, and act upon, Resolution 2021-29 approving the DFA Quarterly Report for the period ending June 30, 2021. *(Evelyn Huff, Finance Director)* (Roll Call Vote Required)**

Finance Director Huff said this was also brought to the Commission every July per the DFA regulations. What was provided to the Commission was the trial balance for the fiscal year that ended June 30, 2021. Those were all the cash lines, balance sheet lines, revenue, and expenditures for the entire fiscal year.

**Mayor Boss moved to approve.**
**Mayor Pro-Tem Sikes seconded the motion.**
**Roll Call Vote was taken.**
**Motion carried with a vote of 7-0-0.**

**10. Appointments to Boards and Committees. *(Richard Boss, Mayor)***

Mayor Boss read the openings and reappointed Chuck Keller to the Mayor's Committee on Aging, and reappointed Lorraine Adam to the Parks and Recreation Board. No one was opposed.

Mayor Pro-Tem Sikes said in the audience tonight was Mr. William Dennis, and she wished to thank him for his service on the Library Board over the past ten years. We were going to miss him on that Board, but she hoped he would continue to attend the City Commission Meetings. Mayor Boss agreed and thanked Mr. Dennis greatly for his years of service as that was a long time to serve.

**Commissioner Rardin moved to adjourn at 7:27 p.m.**
**Commissioner Payne seconded the motion.**
**Motion carried with a vote of 7-0-0.**

ADJOURNMENT

*Mayor Richard Boss*

*ATTEST:*

*City Clerk Rachel Hughs*

Approved at the Regular Meeting held on August 10, 2021.

# AGENDA REPORT
## CITY OF ALAMOGORDO
## CITY COMMISSION

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**Meeting Date:** 8/10/2021 **Report Date:** 7/16/2021 **Report No:** 3.

**Submitted By:** Evelyn Huff

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**Subject:** Consider, and act upon, adoption and final publication of Ordinance 1634, amending Section 23-02-060 of the Alamogordo Code of Ordinances regarding exemptions for Lodgers Tax and to amend Section 23-02-030 to include additional definitions. *(Stephanie Hernandez, Assistant City Manager and Evelyn Huff, Finance Director)* **(Roll Call Required)**

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**Fiscal Impact:**
Amount Budgeted:
Fund:

Additional Fiscal Impact: Unknown.

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**Recommendation:** To approve.

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**Background:** Commission approved first publication during the meeting of June 13, 2021 with a vote of 6-1-0.

The State took steps during the 2019-2020 Legislative Session to update Lodgers' Tax Statutes to include Bed & Breakfast and clarify definitions regarding the B&Bs. If this ordinance is approved, definitions will be clarified and Alamogordo will be aligned with state statutes.

**ORDINANCE 1634**

**AMENDING SECTION 23-02-060 OF THE ALAMOGORDO CODE OF ORDINANCES REGARDING EXEMPTIONS FOR LODGERS TAX AND TO AMEND 23-02-030 TO INCLUDE ADDITIONAL DEFINITIONS**

**WHEREAS**, the City of Alamogordo, New Mexico and its commissioners recognize that Lodgers Tax is an important economic driver for the City of Alamogordo;

**WHEREAS**, the City Commission wishes to update its ordinance to reflect the changes made by the 2020 Legislative Session; and

**WHEREAS**, the City Commission recognizes single room rentals and rentals with less than three (3) bedrooms are growing in popularity and can add significant revenue to Lodgers Tax;

**BE IT ORDAINED** by the City Commission of the City of Alamogordo, New Mexico that Chapter 23 Definitions and Exemptions be amended to read as follows:

**23-02-030. Definitions.**

*Gross taxable rent* means the total amount of rent paid for lodging.

*Lodging* means the transaction of furnishing rooms or other accommodations by a vendor to a vendee who for a rent, uses, possesses or has the right to use or possess any room or rooms or other units of accommodations in or at a taxable premise.

*Lodgings* means the rooms or other accommodations furnished by a vendor to a vendee by the taxable service of lodging.

*Occupancy tax* means the tax on lodging, authorized by this article.

*Person* means a corporation, firm, other body corporate, partnership, association or individual, includes an executor, administrator, trustee, receiver or other representative appointed according to law and acting in a representative capacity, but does not include the United States of America, the state, any corporation, department, instrumentality or agency of the federal government or the state government, or any political subdivision of the state.

*Rent* means the consideration received by a vendor in money, credits, property or other consideration valued in money for lodgings subject to an occupancy tax authorized in this article.

*Taxable premises* means a hotel, motel or other premises used for lodging that is not the vendee's household or primary residence.

*Temporary lodging* means lodgings for the purpose of housing a vendee within proximity of the vendee's employment or job location.

*Tourist* means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax.

*Tourist-related events* means events that are planned for, promoted to and attended by tourists.

*Tourist-related facilities and attractions* means facilities and attractions that are intended to be used by or visited by tourists.

*Tourist-related transportation systems* means transportation systems that provide transportation for tourists to and from tourist-related facilities and attractions and tourist-related events;

*Vendee* means a natural person to whom lodgings are furnished in the exercise of the taxable service of lodging.

*Vendor* means a person furnishing lodgings in the exercise of the taxable service of lodging.

23-02-060 of the *Code of Ordinances* be amended as follows:

**23-02-060. - Exemptions.**

The occupancy tax imposed under the provisions of this article shall not apply:

(a) If the vendee:

(1) Has been a permanent resident of the taxable premises for a period of at least thirty (30) consecutive days; or

(2) Enters into or has entered into a written agreement for lodgings at the taxable premises for a period of at least thirty (30) consecutive days.

(b) If the rent paid by a vendee is less than two dollars ($2.00) a day.

(c) To lodging accommodations at institutions of the federal government, the state or any political subdivision thereof.

(d) To lodging accommodations at religious, charitable, educational or philanthropic institutions, including without limitation such accommodations at summer camps operated by such institutions.

(e) To clinics, hospitals or other medical facilities.

(f) To privately-owned and operated convalescent homes or homes for the aged, infirm, indigent or chronically ill; or

~~(g) If the taxable premises does not have at least three (3) rooms or three (3) other units of accommodations for lodging.~~

ADOPTED BY THE GOVERNING BODY OF THE CITY OF ALAMOGORDO THIS

___DAY OF __________ 2021.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico municipal corporation

By: ___________________________________
Richard A. Boss, Mayor

ATTEST:

______________________________
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

_________________________________
Petria Bengoechea, City Attorney

AN ACT

RELATING TO TAXATION; AMENDING THE LODGERS' TAX ACT TO ALTER CERTAIN EXEMPTIONS; CHANGING THE ALLOWABLE USES OF OCCUPANCY TAX REVENUE.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

**SECTION 1.** Section 3-38-13 NMSA 1978 (being Laws 1969, Chapter 199, Section 1, as amended) is amended to read:

"3-38-13. SHORT TITLE.--Sections 3-38-13 through 3-38-25 NMSA 1978 may be cited as the "Lodgers' Tax Act"."

**SECTION 2.** Section 3-38-14 NMSA 1978 (being Laws 1969, Chapter 199, Section 2, as amended) is amended to read:

"3-38-14. DEFINITIONS.--As used in the Lodgers' Tax Act:

A. "gross taxable rent" means the total amount of rent paid for lodging, not including the state gross receipts tax or local sales taxes;

B. "lodging" means the transaction of furnishing rooms or other accommodations by a vendor to a vendee who for rent uses, possesses or has the right to use or possess the rooms or other units of accommodations in or at a taxable premises;

C. "lodgings" means the rooms or other accommodations furnished by a vendor to a vendee by a taxable service of lodging;

D. "occupancy tax" means the tax on lodging authorized by the Lodgers' Tax Act;

E. "person" means a corporation, firm, other body corporate, partnership, association or individual. "Person" includes an executor, administrator, trustee, receiver or other representative appointed according to law and acting in a representative capacity. "Person" does not include the United States of America, the state of New Mexico, any corporation, department, instrumentality or agency of the federal government or the state government or any political subdivision of the state;

F. "rent" means the consideration received by a vendor in money, credits, property or other consideration valued in money for lodgings subject to an occupancy tax authorized in the Lodgers' Tax Act;

G. "taxable premises" means a hotel, motel or other premises used for lodging that is not the vendee's household or primary residence;

H. "temporary lodging" means lodgings for the purpose of housing a vendee within proximity of the vendee's employment or job location;

I. "tourist" means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax;

J. "tourist-related events" means events that are planned for, promoted to and attended by tourists;

K. "tourist-related facilities and attractions" means facilities and attractions that are intended to be used by or visited by tourists;

L. "tourist-related transportation systems" means transportation systems that provide transportation for tourists to and from tourist-related facilities and attractions and tourist-related events;

M. "vendee" means a natural person to whom lodgings are furnished in the exercise of the taxable service of lodging; and

N. "vendor" means a person or the person's agent furnishing lodgings in the exercise of the taxable service of lodging."

**SECTION 3.** Section 3-38-15 NMSA 1978 (being Laws 1969, Chapter 199, Section 3, as amended) is amended to read:

"3-38-15. AUTHORIZATION OF TAX--LIMITATIONS ON USE OF PROCEEDS.--

A. A municipality may impose by ordinance an occupancy tax for revenues on lodging within the municipality, and the board of county commissioners of a county may impose by ordinance an occupancy tax for revenues on lodging within that part of the county outside of the incorporated limits of a municipality.

B. The occupancy tax shall not exceed five percent of the gross taxable rent.

C. Every vendor who is furnishing any lodgings within a municipality or county is exercising a taxable privilege.

D. The following portions of the proceeds from the occupancy tax that are collected based on the first thirty days a vendee rents lodgings in taxable premises shall be used only for advertising, publicizing and promoting tourist-related facilities and attractions and tourist-related events:

(1) if the municipality or county imposes an occupancy tax of no more than two percent, not less than one-fourth of the proceeds shall be used for those purposes;

(2) if the occupancy tax imposed is more than two percent and the municipality is not located in a class A county or the county is not a class A county, not less than one-half of the proceeds from the first three percent of the occupancy tax and not less than one-fourth of the proceeds from the occupancy tax in excess of three percent shall be used for those purposes; and

(3) if the occupancy tax imposed is more than two percent and the municipality is located in a class A county or the county is a class A county, not less than one-half of the proceeds from the occupancy tax shall be used for those purposes.

E. The proceeds from the occupancy tax that are collected based on the first thirty days a vendee rents lodgings in taxable premises in excess of the amount required to be used for advertising, publicizing and promoting tourist-related facilities and attractions and tourist-related events may be used for any purpose authorized in Section 3-38-21 NMSA 1978.

F. The proceeds from the occupancy tax that are required to be used to advertise, publicize and promote tourist-related facilities and attractions and tourist-related events shall be used within two years of the close of the fiscal year in which they were collected and shall not be accumulated beyond that date or used for any other purpose.

G. Notwithstanding the provisions of Paragraph (2) of Subsection D of this section, any use by a municipality or county of occupancy tax proceeds on January 1, 1996 may continue to be so used after July 1, 1996 in accordance with the provisions of this section and Section 3-38-21 NMSA 1978 as they were in effect prior to July 1, 1996; provided, any change in the use of those occupancy tax proceeds after July 1, 1996 is subject to the limitations of that paragraph.

H. Notwithstanding the provisions of Paragraph (2) of Subsection D of this section, the payment of principal and interest on outstanding bonds issued prior to January 1, 1996 pursuant to Section 3-38-23 or 3-38-24 NMSA 1978 shall be made in accordance with the retirement schedules of the bonds established at the time of issuance. The amount of expenditures required under Paragraph (2) of Subsection D of this section shall be reduced each year, if necessary, to make the required payments of principal and interest of all outstanding bonds issued prior to January 1, 1996."

**SECTION 4.** Section 3-38-16 NMSA 1978 (being Laws 1969, Chapter 199, Section 4, as amended) is amended to read:

"3-38-16. EXEMPTIONS.--The occupancy tax shall not apply:

A. if a vendee:

(1) has been a permanent resident of the taxable premises for a period of at least thirty consecutive days, unless those premises are temporary lodging; or

(2) enters into or has entered into a written agreement for lodgings at the taxable premises for a period of at least thirty consecutive days, unless those premises are temporary lodging;

B. if the rent paid by a vendee is less than two dollars ($2.00) a day;

C. to lodging accommodations at institutions of the federal government, the state or any political subdivision thereof;

D. to lodging accommodations at religious, charitable, educational or philanthropic institutions, including accommodations at summer camps operated by such institutions;

E. to clinics, hospitals or other medical facilities; or

F. to privately owned and operated convalescent homes or homes for the aged, infirm, indigent or chronically ill."

**SECTION 5.** Section 3-38-21 NMSA 1978 (being Laws 1969, Chapter 199, Section 9, as amended) is amended to read:

"3-38-21. ELIGIBLE USES OF TAX PROCEEDS.--

A. Subject to the limitations contained in Section 3-38-15 NMSA 1978, a municipality or county imposing an occupancy tax may use the proceeds from the occupancy tax that are collected based on the first thirty days a vendee rents lodgings in taxable premises to defray costs of:

(1) collecting and otherwise administering the occupancy tax, including the performance of audits required by the Lodgers' Tax Act pursuant to guidelines issued by the department of finance and administration;

(2) establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping, furnishing or acquiring real property or any interest in real property for the site or grounds for tourist-related facilities and attractions or tourist-related transportation systems of the municipality, the county in

which the municipality is located or the county;

(3) the principal of and interest on any prior redemption premiums due in connection with and any other charges pertaining to revenue bonds authorized by Section 3-38-23 or 3-38-24 NMSA 1978;

(4) advertising, publicizing and promoting tourist-related attractions, facilities and events of the municipality or county and tourist-related facilities, attractions and events within the area;

(5) providing police and fire protection and sanitation service for tourist-related facilities, attractions and events located in the respective municipality or county;

(6) providing a required minimum revenue guarantee for air service to the municipality or county to increase the ability of tourists to easily access the municipality's or county's tourist-related facilities, attractions and events; or

(7) any combination of the foregoing purposes or transactions stated in this section, but for no other municipal or county purpose.

B. A municipality or county imposing an occupancy tax may use the proceeds from the occupancy tax that are collected based on the thirty-first and subsequent days a vendee rents lodgings in taxable premises for any municipality or county purpose; provided that the use is stated in the ordinance imposing the tax.

C. As used in this section, "minimum revenue guarantee" is the amount of money guaranteed by a municipality or county to be earned by an airline providing air services to and from that municipality or county, which is the difference between the minimum flight charge revenue specified in the contract between the municipality or county and the airline and the amount of actual flight charge revenue received by the airline that is less than that contractual amount."

**SECTION 6.** A new section of the Lodgers' Tax Act, Section 3-38-25 NMSA 1978, is enacted to read:

"3-38-25. MAINTAINING REVENUE DEDICATION.--If a municipality or county has dedicated any amount of revenue attributable to a tax imposed pursuant to the Lodgers' Tax Act, the municipality or county shall continue to dedicate the same amount of revenue attributable to the tax until the ordinance dedicating the revenue expires, the term of the dedication expires, the governing body acts to change the dedication or, in the case of bonded indebtedness, the debt is fully discharged or otherwise provided for in full."

**SECTION 7.** EFFECTIVE DATE.--The effective date of the provisions of this act is July 1, 2020.

# AGENDA REPORT
## CITY OF ALAMOGORDO
## CITY COMMISSION

**Meeting Date:** 8/10/2021 **Report Date:** 7/16/2021 **Report No:** 4.

**Submitted By:**

**Subject:** Consider, and act upon, adoption and final publication of Ordinance 1635, Case Z-2021-0003(A) for a map amendment to change the zoning designation of the property located at 21066 US Hwy 70 West, from R-1 Single Family Dwelling District to C-3 Business District. *(Stella Rael, City Planner)* **(Roll Call Vote Required)**

**Fiscal Impact:**
Amount Budgeted:
Fund:

Additional Fiscal Impact:

**Recommendation:** Staff recommends approval

**Background:** Commission approved first publication during the meeting of June 13, 2021 with a vote of 7-0-0.

The parcel located at 21066 US Hwy 70 West has been within the R-1 Single Family Dwelling District since parcel was annexed into city limits in 1997. In order for property owner to establish a commercial business at this location the property owner is requesting a map amendment.

# City of Alamogordo

# City Commission

## Z-2021-0003(A)

Stella Rael, City Planner
July 13, 2021

# Zoning Request Case: Z-2021-0003(A)

## Request:

The property owner is requesting for a map amendment to change the zoning of the property located at 21066 US Hwy 70 West, from R-1 Single Family Dwelling to C-3 Business District.

## Applicant/Owner:

Gloria Blakey

PO Box 1465

Alamogordo, NM  88311

# Z-2021-0003(A)



## Findings of Fact

- 1. The application was filed on June 3, 2021
- 4. The legal notice was published on June 13, 2021
- 5. Three(3) letters were mailed by certified/returned receipt mail to all property owners of record within two hundred (200) feet from the property excluding public right-of-way, of the property.
- 6. As of June 23, 2021, there have been no letters returned undeliverable and I have not received any letters or phone calls of opposition.
- 7. Item was presented to the Planning and Zoning Board on July 1, 2021.

Planning and Zoning recommends approval by a vote of 3-0-0.

# Z-2021-0003(A)



- 7. Staff recommends approval.

Home ▿ Alamogordo Zoning Map

Details | Edit Basemap | Share Print | Measure Bookmarks

# ORDINANCE No. 1635

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF ALAMOGORDO, CHANGING THE CLASSIFICATION OF A CERTAIN PROPERTY COMMONLY KNOWN AS 21066 US HWY 70 WEST FROM THEIR PRESENT DESIGNATION OF R-1 SINGLE FAMILY DWELLING DISTRICT TO C-3 BUSINESS DISTRICT, WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF ALAMOGORDO, OTERO COUNTY, NEW MEXICO.**

**WHEREAS**, Gloria Blakey (hereinafter referred to as "the Owner") is the owner of certain real property legally described below (herein after referred to as "the Property") located within the corporate boundaries of the City of Alamogordo, New Mexico, (hereinafter referred to as "the City"); and

**21066 US HWY 70 WEST**

**WHEREAS**, an application has been filed in the Owner's name under Case No. **Z-2021-0003(A)** to change the zoning of the Property, and

**WHEREAS**, the Planning and Zoning Commission, after notice and hearing did recommend to the City Commission adoption of an ordinance amending the zoning map by removing the Property from the present designation and zoning district of R-1 Single Family Dwelling District to C-3 Business District; and

**WHEREAS**, the City Commission, after notice and hearing, finds and determines that the application for re-zoning of the Property is in the public interest and is consistent with proper development of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION, THAT** the zoning of the Property, which is more fully described below:

**21066 US HWY 70 WEST**

Is hereby changed from R-1 Single Family Dwelling District to C-3 Business District; and the official zoning map and comprehensive plan of the City are hereby amended to reflect this change.

**PASSED, APPROVED, AND ADOPTED** this _______ day of _____________, 2021.

**CITY OF ALAMOGORDO, NEW MEXICO a New Mexico municipal corporation**

By: ___________________________________
Richard Boss, Mayor

**ATTEST:**

___________________________________
Rachel Hughs, City Clerk

**APPROVED AS TO FORM:**

___________________________________
Petria Bengoechea, City Attorney

# AGENDA REPORT
## CITY OF ALAMOGORDO
## CITY COMMISSION

**Meeting Date:** 8/10/2021 **Report Date:** 7/21/2021 **Report No:** 5.

**Submitted By:** Britney Courtier

**Subject:** Consider, and act upon, approval of an agreement with the New Mexico Development District, Non-Metro Area Agency on Aging (NM-AAA) for the Nutrition Services Incentive Program, the total amount budgeted is $58,023.00. *(Magdalena Morales, ASC Manager and Veronica Ortega, Community Services Director)*

**Fiscal Impact:**
Amount Budgeted:
Fund:

Additional Fiscal Impact:
Amount budgeted: $58,023.00 / 071-0000-317-1634
Contract Amount: $58,023.00
071-8023-445-3265 / 50%
071-8024-445-3265 / 50%

**Recommendation:** Approve the agreement.

**Background:** This funding is provided to us by the Federal government for the Nutrition Service Incentive Program (NSIP). This funding is utilized for our nutrition programs: congregate and home-delivered meals.

Funding is based on the number of eligible meals that we serve to seniors. This will be a one-time funding amount for the fiscal year. These Federal dollars may only be spent on food that is grown in the U.S.A.

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

## NUTRITION SERVICE INCENTIVE PROGRAM (NSIP) SUBRECIPIENT CONTRACTOR SUB-AWARD

This Agreement is made and entered into this 1st day of July 2021, 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 Alamogordo, hereinafter referred to as the "Subrecipient Contractor."

IT IS AGREED BETWEEN PARTIES:

1. **Scope of Work:**
   The Subrecipient Contractor will:

   A. Establish procedures to ensure that such cash payments are used solely for the purchase of United States agriculture commodities and other foods produced in the Unites States for the use in their feeding operations. No imported foods mat be purchased with these funds. e.g., coffee, tea, cocoa, and bananas.
   B. Ensure that NSIP funds are used correctly exclusively foe the purchase of food , not meal preparation.
   C. Ensure that meals furnished under contractual agreement with food service management companies, caterers, restaurants, or institutions, contain United Sates produced commodities or foods.
   D. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Subrecipient Contractors must ensure that the farm food products meet the state New Mexico Environment Department (MED) requirements.
   E. Ensure that meals meet Title III-C standards for nutritional adequacy and sanitation.
   F. 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.)
   G. Report monthly to the Agency on forms provided by the Agency and submit such other reports deemed necessary by the agency.
      a) Submit timely and accurate consumer/client tracking service documents (rosters and transmittals) as required by the AAA by the close of business on the fifth (5th) workday of each month following the last day of the month in which services were provided. If the fifth (5th) falls on a weekend or AAA holiday, the information will be delivered by close of business on the next business day.

b) Submit supporting backup documentation (receipts) per the month that the NSIP funding is requested per the timelines established in G a.

H. 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.

I. Allow the agency to monitor periodically the subrecipient Contractor's fiscal Accountability of NSIP.

J. Abide by and comply with the conditions and requirements set for in Title 45, Part74 dated August 2, 1978 (Grant Administration); Implementation of OMB Circular No. A1 10 Uniform Policies). Moreover, the subrecipient 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.

K. Ensure eligible participants are assessed registered into SAMS.

L. 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 5or 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, 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 guideline for Americans, published by the Secretary and the secretary of Agriculture, and is delivered to an eligible person in the 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.

M. The Agency recommends these funds be expended prior to Title III-C funds.

2. **Compensation:**
   A. The total amount payable to Subrecipient Contractor under this Agreement shall not exceed **$57,166.00** for eligible meals served during the period July 1, 2021, through June 30, 2022, regardless of funding sources, to eligible participants and their spouses.
   B. All subsequent payments will be disbursed upon receipt of actual service data from the Subrecipient Contractor,

3. **Gross Receipts Tax:**
   Not applicable. Tax exempt.

4. **Term:**
   No Terms of this agreement shall become effective by the Department of Finance and Administration and Administration and shall terminate on June 30, 2022, 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 Subrecipient Contractor at least thirty days (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination. This Agreement may be terminated immediately upon written notice to the subrecipient Contractor if the Subrecipient Contractor Becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor or any or any of its officers, employees or agents, is indicated for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph here in, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement. This provision is not exclusive and dies not waive the Agency's other legal rights and remedies caused by the subrecipient Contractor's default or breach of this Agreement. This Agreement also may be determined by the Subrecipient Contractor upon thirty (30) days written notice to the Agency.
   B. **Termination Management**: Immediately upon receipt by either the Agency or the Subrecipient Contractor of notice of termination of this agreement, the Subrecipient Contractor shall: 1) not include any further obligations for salaries, services or another expenditure oof funds under this Agreement without written approval of the Agency; 2) comply with will directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Subrecipient Contractor shall furnish the Agency a complete, detailed inventory of non-

expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Subrecipient 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 Subrecipient Contractor under the paragraph of this Agreement regarding Financial records.

6. **Status of Subrecipient Contractor:**
The Subrecipient Contractor, his agent's wand employees, are independent Subrecipient Contractors performing services for the Agency and are not employees of the Agency. The Subrecipient 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 Subrecipient 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 Subrecipient Contractor shall not subcontract any portion of the services to be performed under this agreement.

9. **Records and Audit:**

A. The Subrecipient 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 Service's 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 foreclosure the right of the Agency to recover excessive, improper, or illegal payments.
B. The Subrecipient Contractor will provide a financial and compliance report to the Agency covering the period July 1, 2021, to June 30, 2022. The audit reports proved to the Agency must include a copy of the Auditor's management letter. The audit shall be conducted in accordance with generally accepted audit standards and shall encompass the following provisions.

a) The subrecipient contractor, expending equal to $750,000 but less than or equal to $25,000,000 more in combined federal funds, shall have ab audit conducted in accordance with Revised OmniCircular 200.518(b)(1), which streamlines different grant circulars into one set. A fair allocation of the audit cost may be charged to both federal and state 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 also be provided to the Agency. The Audit Report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC1, Title IIIC2, 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 withing the supplementary section of the audit report.

b) Governmental type vendors/Subrecipient Contractors expending less than $500,000 in combined federal awards shall continue to follow the guidance of the 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 IIIC1, Title IIIC2, Title IIID, Title IIIE, NSIP, etc.),which facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further required the inclusion of the final units of service provided and final number of persons served by this Agreement. This information may be included withing the supplementary section of the audit report.

c) Non-governmental vendors/Subrecipient Contractors expending between $25,000 in federal and state funds combined less than $500,000 in federal funds, shall gave a audit conducted with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under this 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 tile or program (Title IIIB, Title IIIC1, Title IIIC2, Title IIID, Title IIIE, NSIP, etc.) which facilitates a reconciliation of these audited costs to final report. The NCNMEDD Non-Metro AAA further required the inclusion of the final units of service provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.

d) For this Subrecipient Contractors/vendors that expend less than $15,000 in federal and state dollars, no audit is required. Th close 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 numbers of individuals served.

e) Submittal of the audit report for government entities shall be within ten (10) working days after releases by the New Mexico State Auditors Office. For non-governmental entities, the audit report is due four (4) months after the end if the entity's fiscal year.

f) The Subrecipient Contractor's/vendor's independent auditor shall be made aware if Office of Management and Budget Circular (0MB) A-87, Cost Principles for State, Local and Tribal Governments, and 0MB Circular A-122. Cost principles of Non-Profit 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, respectfully.)

**10. Appropriations:**

The term of this Agreement are contingent upon sufficient appropriations and authorization bring 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 to the Subrecipient Contractor. The Agency's decisions to whether sufficient appropriations are available shall be expected by the Subrecipient Contractor and shall be final.

**11. Release:**

The Subrecipient 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 Subrecipient Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein unless the Subrecipient Contractor has express written authority to do so, and then only withing the strict limits of that authority.

12. **Product of Service Copyright:**

All materials developed or acquired by the Subrecipient 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 dare of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor under this Agreement Shall be subject to an application for copyright by or on behalf of the Subrecipient Contractor.

13. **Conflict of Interest:**

The subrecipient 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 Subrecipient Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders if 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 Subrecipient 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 if, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Subrecipient Contractor is found not to be in compliance with these requirements during the life of this agreement, Subrecipient Contractor agrees to take appropriate steps to correct these deficiencies.

15. **Non-Discriminating Service Delivery**

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

a) Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
b) Provide any services or other benefits to an individual which is different, than those funded under this Agreement;
c) Subject any individual to segregation or separate treatment in any manner related to his receipt of any services or other benefits provided under this program;
d) 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;
e) 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

aide , care services, or other benefits under the funds for this program:

f) Deny any individual an opportunity to participate 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.

g) The Subrecipient Contractor, in determining (1) the types if service 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. <u>Confidentiality:</u>**

The use or disclosure of any information concerning a recipient of assistance. Or service for any purpose not collected with the administration on of the Subrecipient Contractor's responsibilities with services hereunder is prohibited., except on written consent of recipient, his attorney, or his responsible parent or guardian. Disclosure of confidential information shall only be made in accordance with the NM Inspection of Public Records Act , or applicable state or federal law or regulations.

**17. <u>Amendment:</u>**

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

**18. <u>Penalties for Violation of Law:</u>**

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

**19. <u>Scope of Agreement:</u>**

This Agreement incorporates all the agreements, covenants, and understandings between the parties here to 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 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) Older Americans Act of 1965, as amended, (c) the Agricultural Act of 1949 as amended; and (d) any other applicable laws and regulation of the federal government.

**21. Internal Dispute Mediation:**

The Subrecipient Contractor shall attempt to resolve all disputes with participants by negotiation in good faith and with such mediators as may b acceptable to the parties involved. The Subrecipient Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The subrecipient Contractor must provide 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 part may submit the dispute to the ALTSD in accordance with the following provisions:

A. In any dispute submitted to the Agency and the Subrecipient Contractor hereby agree to and consent to the ALTSD mediation of the dispute.
B. Mediation may only be instituted by written request, which request shall include a statement if the matter in controversy.
C. Initial Contacts and Negotiations shall be conducted by the appropriate agency staff.
D. Any resolution of the matter shall be binding and final on the Subrecipient Contractor and the Subrecipient Contractor hereby agrees to be bound by said resolution.
E. Failure of the Subrecipient to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the
F. ALTSD shall amount to a material breach of Agreement.
G. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

**22. Invalid Term or Condition:**

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

**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:

**NMNMEDD**
Attention: Crystal L. Sanchez, Director
3900 Paseo del Sol
Santa Fe, New Mexico 87507

**Subrecipient Contractor:**

______________________________
______________________________
______________________________

**25. Other Provisions:**

Compliance with Grant conditions. The subrecipient 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 part shall be responsible for liability incurred as a result of the other parties acts or omissions in connection with this Agreement. Any Liability incurred 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 subrecipient Contractor and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient 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, 2021.

| | |
|---|---|
| City of Alamogordo<br>Legal Name of Subrecipient Contractor | NCNMEDD Non-Metro Area Agency on Aging<br>Name of Area Agency on Aging |
| ______________________<br>Signature | Monica Abeita<br>Signature |
| ______________________<br>Printed/Typed Name of Signatory | Monica Abeita, Executive Director<br>Printed/Typed Name of Signatory |
| ______________________<br>Date | July 1, 2021<br>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: City of Alamogordo<br>ADDRESS:<br><br>PHONE: | APPROVED BUDGET FOR THE PERIOD<br>FROM: 07/01/2021<br>TO: 06/30/2022 | Type of Grant or Action<br>New/Cont: X<br>Revision:<br>Other: | NGA DATE<br>6/1/2021 |
| Indirect Cost<br>% of $ | Fund: 210<br>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) | **$57,166.00** | $0.00 | | | | **$57,166.00** |
| 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 | **$57,166.00** | $0.00 | | | | **$57,166.00** |
| PERCENT OF TOTAL COST | 100% | 0% | 0% | 0% | 0% | 100% |

COMPUTATION OF GRANT

| | |
|---|---|
| 1. Estimated Total Cost ................ | $57,166.00 |
| 2. LESS Anticipated Project Income ..... | $0.00 |
| 3. Estimated Net Cost .................. | $57,166.00 |
| 4. Non-federal and Non-state Share of Net Cost ........................... | $0.00 |
| 5. Project Income (Used as Match) ...... | $0.00 |
| 6. Federal Share of Net Cost ........... | $57,166.00 |
| 7. State Share of Net Cost ............. | $0.00 |

8. Federal/State Shares will be Comprised of:

| | | |
|---|---|---|
| a. Federal/State grant unearned in previous project year(s) | Federal:<br>Federal: | 0.00<br>0.00 |
| b. Carry Over | | 0.00<br>0.00 |
| c. New Obligational Authority Herein Awarded | Federal: | **$57,166.00** |

☒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.
☒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.
☒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.
☒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.
☒Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.
☒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:<br><br>**Monica Abeita, Executive Director** | We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award. |
| Monica Abeita    07-01-2021<br>Signature    Date | Date:<br><br>Date: |

# AGENDA REPORT
## CITY OF ALAMOGORDO
## CITY COMMISSION

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**Meeting Date:** 8/10/2021 **Report Date:** 7/30/2021 **Report No:** 6.

**Submitted By:** Diane Malone

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**Subject:** Consider, and act upon, the Investment Report for the quarter ending June 30, 2021, in accordance with the City of Alamogordo Investment Ordinance. *(Sue Ashe, Accounting Manager)*

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**Fiscal Impact:**
Amount Budgeted:
Fund:

Additional Fiscal Impact: no additional fiscal impact

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**Recommendation:** Accept the Quarterly Investment Report for the period ending June 30, 2021.

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**Background:**
The City of Alamogordo ended the quarter with an investment portfolio totaling $ 56,691,646. The portfolio was made up of:

| | | | |
|---|---|---|---|
| State Investment Pool | $ 5,607 | or | 0.01% |
| Short Term Investments | $ 2,716,014 | or | 4.79% |
| US Treasury Notes/Agency Bonds | $ 9,704,750 | or | 17.12% |
| Certificates of Deposits | $ 44,265,275 | or | 78.08% |
| **Total Investments:** | **$ 56,691,646** | **or** | **100.00%** |

Total gains (losses) for the quarter ended June 30, 2021, on maturities and/or called agency notes were $0. Interest earned during the quarter on a cash basis was $ 118,127.

Interest Income Budget Comparison for all Funds is as follows:

| | | |
|---|---|---|
| Interest Earned Budget | $ 520,544 | |
| Interest Received to Date | $ 556,573 | 106.92% of budget |

**Note:** The investments mature at different times throughout the year and 55.05% of the investments mature within three years. They are reinvested as they mature, so that they continue to roll over to be available for projects when needed. The difference between the above total and of the Investment Summary is accrued interest of $2,959.39.

INVESTMENT SUMMARY AS OF **6/30/21**

CITY OF ALAMOGORDO INVESTMENT REPORT

| INSTITUTION INVESTED IN | INV TYPE | CUSIP | INVESTMENT AMOUNT BOOK VALUE | MARKET VALUE | MARKET GAIN (LOSS) | RATE OF RETURN | MATURITY DATE | PURCHASE DATE | FY 20 - 21 Y-T-D EARNINGS |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| ST. INVESTMENT POOL - COA | ST. INVEST POOL-COA | | $5,607.78 | $5,607.78 | 0 | 1.907% | DAILY | N/A | 8.20 |
| First Savings Bank (CD# 81186796) | CD | | $276,873.38 | 276,873.38 | 0 | 1.250% | 02/07/23 | 02/07/18 | 3,406.79 |
| First Savings Bank (CD# 81186944) | CD | | $829,049.86 | 829,049.86 | 0 | 1.250% | 03/22/23 | 03/22/18 | 10,201.04 |
| First Savings Bank (CD# 81187231) | CD | | $565,403.09 | 565,403.09 | 0 | 0.800% | 02/10/24 | 02/10/19 | 9,510.59 |
| First Savings Bank (CD# 81187926) | CD | | $276,901.52 | 276,901.52 | 0 | 1.250% | 03/15/23 | 03/12/18 | 3,407.13 |
| First Savings Bank (CD#13312297) | CD | | $274,739.71 | 274,739.71 | 0 | 1.000% | 02/07/23 | 02/07/18 | 2,730.30 |
| First Savings Bank (CD# 13401520) | CD | | $1,085,968.45 | 1,085,968.45 | 0 | 1.000% | 03/12/23 | 03/12/18 | 10,792.14 |
| Bank '34 (CD#0101004984) | CD | | $250,000.00 | 250,000.00 | 0 | 1.650% | 02/08/23 | 02/08/18 | 4,108.32 |
| Pioneer Bank (CD#30100640) | CD | | $277,364.25 | 277,364.25 | 0 | 1.600% | 02/12/23 | 02/12/18 | 4,393.78 |
| Bank of the West (CD#029771907) | CD | | $276,550.17 | 276,550.17 | 0 | 1.600% | 03/20/23 | 03/20/18 | 4,447.08 |
| Washington Federal (CD# 172-200282-9) | CD | | $288,505.77 | 288,505.77 | 0 | 2.050% | 03/22/23 | 03/22/18 | 5,789.56 |
| Washington Federal (CD# 172-200283-7) | CD | | $1,138,739.14 | 1,138,739.14 | 0 | 1.250% | 04/09/23 | 04/09/18 | 23,631.26 |
| | | | | | 0 | | | | |
| Moreton (Comenity Cap Br Utah) | CD | 20033ARW8 | $250,000.00 | $250,652.50 | 653 | 1.500% | 09/07/21 | 09/14/16 | 3,749.98 |
| Moreton (Everbank Jacksonville Fl) | CD | 29976DT42 | $250,000.00 | $250,802.50 | 803 | 1.550% | 09/15/21 | 09/16/16 | 3,875.00 |
| Moreton (State Bk India New York NY) | CD | 8562846E9 | $250,000.00 | $253,357.50 | 3,358 | 2.250% | 02/09/22 | 02/09/17 | 5,640.41 |
| Moreton (Wells Fargo Bank Natl Assn) | CD | 949763FX9 | $250,000.00 | $254,377.50 | 4,378 | 2.400% | 03/29/22 | 03/20/17 | 6,000.00 |
| Moreton (American Express Centurion Bk) | CD | 02587DN38 | $250,000.00 | $254,597.50 | 4,598 | 2.450% | 04/05/22 | 03/27/17 | 6,125.00 |
| Moreton (Capital One Natl Assn) | CD | 14042RFL0 | $250,000.00 | $254,837.50 | 4,838 | 2.300% | 05/10/22 | 05/10/17 | 5,750.00 |
| Moreton (Barclays Bk) | CD | 06740KKJ5 | $250,109.56 | $255,520.00 | 5,410 | 2.200% | 07/19/22 | 07/21/17 | 5,535.98 |
| Moreton (KS Statebank Manhattan KS) | CD | 50116CAQ2 | $249,849.20 | $251,157.50 | 1,308 | 1.631% | 10/29/21 | 08/21/17 | 4,039.78 |
| Moreton (Verus Bk Comm Ft Collins Colo) | CD | 92535LBU7 | $249,681.15 | $251,157.50 | 1,476 | 1.656% | 10/29/21 | 08/21/17 | 4,014.28 |
| Moreton (American Express Fed Svgs Bk) | CD | 02587CFU9 | $250,052.27 | $256,645.00 | 6,593 | 2.400% | 08/29/22 | 08/25/17 | 6,000.00 |
| Moreton (East Boston Svgs Bk MA) | CD | 27113PCC3 | $250,000.00 | $255,980.00 | 5,980 | 2.050% | 09/28/22 | 09/28/17 | 5,124.96 |
| Moreton (South Ottumwa Svgs Bk Iowa) | CD | 839145AA7 | $250,000.00 | $255,992.50 | 5,993 | 2.050% | 09/29/22 | 09/29/17 | 4,689.69 |
| Moreton (Stearns Bk NA St Cloud MN) | CD | 857894UN7 | $250,000.00 | $255,992.50 | 5,993 | 2.050% | 09/29/22 | 09/29/17 | 5,124.96 |
| Moreton (First KY Bk Inc Mayfield) | CD | 32065TAW1 | $250,000.00 | $256,235.00 | 6,235 | 2.100% | 10/06/22 | 10/06/17 | 4,997.35 |
| Moreton (Marlin Business Bk Salt Lake) | CD | 57116APV4 | $249,707.36 | $251,395.00 | 1,688 | 2.000% | 10/13/21 | 10/13/17 | 5,000.02 |
| Moreton (Beneficial BK Philadelphia PA) | CD | 08173QBX3 | $250,000.00 | $256,572.50 | 6,573 | 2.150% | 10/18/22 | 10/18/17 | 5,375.00 |
| Moreton (Continental Bk Utah) | CD | 211163GS3 | $250,000.00 | $251,400.00 | 1,400 | 1.850% | 10/20/21 | 10/20/17 | 4,625.00 |
| Moreton (Morgan Stanley Bk) | CD | 61747MF63 | $250,000.00 | $259,497.50 | 9,498 | 2.650% | 01/11/23 | 01/11/18 | 6,643.15 |
| Moreton (BMW Bk North Amer Salt Lake | CD | 05580ANM2 | $250,000.00 | $265,337.50 | 15,338 | 3.250% | 07/13/23 | 07/13/18 | 8,147.26 |
| Moreton (Morgan Stanley Bk) | CD | 061760AH51 | $246,785.70 | $255,542.35 | 8,757 | 2.400% | 06/20/23 | 06/28/19 | 5,528.96 |
| Moreton (Synchrony Bk) | CD | 87164WZD3 | $246,508.31 | $250,338.55 | 3,830 | 2.350% | 06/14/22 | 08/14/19 | 5,346.14 |
| Moreton (EnerBank USA Salt Lake City) | CD | 29278TKP4 | $250,000.00 | $262,590.00 | 12,590 | 1.950% | 08/15/24 | 08/15/19 | 4,874.97 |
| Moreton (Cit Bank NA) | CD | 12556LBA3 | $250,000.00 | $255,132.50 | 5,133 | 1.900% | 08/23/22 | 08/23/19 | 4,763.01 |
| Moreton (Ally Bk Midvale Utah) | CD | 02007GLF8 | $250,000.00 | $255,120.00 | 5,120 | 1.900% | 08/22/22 | 08/22/19 | 4,763.01 |
| Moreton (Encore BK Little Rock ARK) | CD | 29260MAN5 | $250,000.00 | $258,640.00 | 8,640 | 1.750% | 10/23/23 | 10/23/19 | 4,375.04 |
| Moreton (Medallion BK Salt Lake City) | CD | 58404DFV8 | $245,000.00 | $246,697.85 | 1,698 | 1.650% | 12/06/21 | 12/06/19 | 4,042.53 |
| Moreton (Live Oak BKG CO NC) | CD | 538036HC1 | $250,000.00 | $259,367.50 | 9,368 | 1.800% | 12/11/23 | 12/11/19 | 4,499.98 |
| Moreton (Signature BK of ARK) | CD | 82669LJM6 | $250,000.00 | $258,892.50 | 8,893 | 1.700% | 12/27/23 | 12/27/19 | 4,250.03 |
| Moreton (Eaglebank Bethesda, MD) | CD | 27002YET9 | $248,956.43 | $255,925.00 | 6,969 | 1.700% | 01/17/23 | 01/17/20 | 3,206.46 |
| Moreton (Marthas Vineyard Svgs Bk) | CD | 573125AF8 | $248,529.32 | $255,785.00 | 7,256 | 1.650% | 01/23/23 | 01/21/20 | 2,654.30 |
| Moreton (Unity Bk Clinton, NJ) | CD | 91330ABX4 | $250,000.00 | $255,785.00 | 5,785 | 1.650% | 01/23/23 | 01/22/20 | 4,124.98 |
| Moreton (First Natl BK Damariscotta, ME) | CD | 32117BDW5 | $245,000.00 | $245,338.10 | 338 | 1.700% | 07/30/21 | 01/30/20 | 4,165.01 |
| Moreton (ESSA BK & TR Stoudsburg PACD | CD | 29667RSK0 | $250,000.00 | $252,422.50 | 2,423 | 1.650% | 02/21/23 | 02/21/20 | 3,885.61 |
| Moreton (Synovus BK Columbus GA) | CD | 87164DQR4 | $250,000.00 | $255,627.50 | 5,628 | 1.550% | 02/21/23 | 02/21/20 | 3,885.61 |
| Moreton (First COML BK MISS) | CD | 31984GFC8 | $250,000.00 | $252,330.00 | 2,330 | 1.500% | 02/22/22 | 02/21/20 | 3,749.98 |
| Moreton (Investors BK Short Hills NJ) | CD | 46176PMV4 | $250,000.00 | $252,565.00 | 2,565 | 1.600% | 02/28/22 | 02/28/20 | 4,010.96 |
| Moreton (Central BK Little Rock ARK) | CD | 152577AR3 | $250,000.00 | $250,472.50 | 473 | 1.650% | 03/13/25 | 03/13/20 | 4,124.98 |
| Moreton (UBS BK USA Salt Lake City) | CD | 90348JSW1 | $250,000.00 | $251,647.50 | 1,648 | 1.000% | 03/11/22 | 03/11/20 | 2,500.01 |
| Moreton (Choice Finl Group Grafton) | CD | 17037TEQ6 | $250,000.00 | $253,470.00 | 3,470 | 1.000% | 03/13/23 | 03/13/20 | 2,500.00 |

| INSTITUTION INVESTED IN | INV TYPE | CUSIP | INVESTMENT AMOUNT BOOK VALUE | MARKET VALUE | MARKET GAIN (LOSS) | RATE OF RETURN | MATURITY DATE | PURCHASE DATE | FY 20 - 21 Y-T-D EARNINGS |
|---|---|---|---|---|---|---|---|---|---|
| Moreton (Ultima MK Minn Winger) | CD | 90385LCY3 | $250,000.00 | $254,462.50 | 4,463 | 1.050% | 09/02/23 | 03/20/20 | 2,625.02 |
| Moreton (Cornhusker Bank Lincoln) | CD | 219255AJ5 | $250,000.00 | $256,282.50 | 6,283 | 1.100% | 03/28/25 | 03/30/20 | 2,750.00 |
| Moreton (Lakeside BK Chicago) | CD | 51210SSG3 | $250,000.00 | $253,277.50 | 3,278 | 1.150% | 10/14/22 | 04/14/20 | 2,875.01 |
| Moreton (Pacific Westn BK) | CD | 69506YRH4 | $250,000.00 | $257,012.50 | 7,013 | 1.300% | 04/16/24 | 04/16/20 | 3,250.00 |
| Moreton (Celtic Bk Salt Lake City Utah) | CD | 15118RUW5 | $250,000.00 | $259,590.00 | 9,590 | 1.450% | 04/17/25 | 04/17/20 | 3,625.04 |
| Moreton (Flagstar BK Bloomfield) | CD | 33847E2Z9 | $250,000.00 | $254,280.00 | 4,280 | 1.150% | 04/17/23 | 04/17/20 | 2,875.00 |
| Moreton (Evergreen BK Group Oak Brook) | CD | 300185JL0 | $250,000.00 | $256,335.00 | 6,335 | 1.200% | 04/22/24 | 04/22/20 | 2,999.99 |
| Moreton (First Natl BK McGregor Tex) | CD | 32112UDQ1 | $250,000.00 | $257,070.00 | 7,070 | 1.300% | 04/29/24 | 04/28/20 | 3,250.01 |
| Moreton (Luana Savings Bank) | CD | 549104PN1 | $250,000.00 | $250,710.00 | 710 | 0.400% | 05/09/22 | 05/08/20 | 1,000.00 |
| Moreton (Apex Bk Camden) | CD | 03753XBK5 | $250,000.00 | $254,872.50 | 4,873 | 0.950% | 05/08/25 | 05/08/20 | 2,375.00 |
| Moreton (Old MO Bk Springfield) | CD | 68002LBU1 | $250,000.00 | $251,787.50 | 1,788 | 0.550% | 05/15/24 | 05/15/20 | 1,374.98 |
| Moreton (Union ST Bk Clay Ctr) | CD | 908414BW4 | $250,000.00 | $251,435.00 | 1,435 | 0.500% | 11/09/23 | 05/12/20 | 1,249.97 |
| Moreton (First Carolina Bk Rocky Mout) | CD | 31944MAX3 | $250,000.00 | $251,595.00 | 1,595 | 0.550% | 05/12/23 | 05/13/20 | 1,374.98 |
| Moreton (Malaga BK Palos Verdes) | CD | 56102AAH9 | $250,000.00 | $251,955.00 | 1,955 | 0.650% | 05/28/25 | 05/28/20 | 1,624.97 |
| Moreton (Merrick BK South Jordan) | CD | 59013KHV1 | $250,000.00 | $253,407.50 | 3,408 | 0.800% | 05/29/25 | 05/29/20 | 1,999.96 |
| Moreton (Financial Fed Svgs Bk) | CD | 31749TBJ5 | $250,000.00 | $251,952.50 | 1,953 | 0.650% | 05/29/25 | 05/29/20 | 1,624.97 |
| Moreton (Jonesbror ST Bk) | CD | 48040PGX7 | $250,000.00 | $250,152.50 | 153 | 0.800% | 05/29/25 | 05/29/20 | 1,999.96 |
| Moreton (Profinium Finl Inc.) | CD | 74316VEZ4 | $250,000.00 | $255,350.00 | 5,350 | 0.500% | 05/29/25 | 05/29/20 | 1,249.98 |
| Moreton (Freedom Finl Bk West Des) | CD | 35637RDD6 | $250,000.00 | $251,062.50 | 1,063 | 0.450% | 05/29/24 | 05/29/20 | 1,125.03 |
| Moreton (Tri-County TR CO) | CD | 89556YAL0 | $250,000.00 | $251,380.00 | 1,380 | 3.500% | 11/29/23 | 05/29/20 | 999.98 |
| Moreton (Bank OZK Little Rock) | CD | 06417NXT5 | $250,000.00 | $250,030.00 | 30 | 0.200% | 07/29/21 | 05/29/20 | 500.05 |
| Moreton (United FID Bk FSB Evansvile) | CD | 910286DN0 | $250,000.00 | $250,390.00 | 390 | 0.250% | 06/29/22 | 05/29/20 | 624.99 |
| Moreton (Freedom Bk of VA Vienna) | CD | 35633MAV4 | $250,000.00 | $250,270.00 | 270 | 0.200% | 06/10/22 | 06/10/20 | 500.05 |
| Moreton (Southern STS Bk Anniston) | CD | 843879DC8 | $250,000.00 | $251,417.50 | 1,418 | 0.500% | 06/12/24 | 06/12/20 | 1,249.97 |
| Moreton (Preferred Bk Los Angeles) | CD | 740367LK1 | $250,000.00 | $250,850.00 | 850 | 0.550% | 07/02/25 | 07/02/20 | 1,261.97 |
| Moreton (Enterprise Bk NA NB ) | CD | 29367QCZ9 | $250,000.00 | $250,040.00 | 40 | 0.850% | 06/05/26 | 06/05/20 | 2,125.01 |
| Moreton (Independent Bk Memphis) | CD | 45383UUQ6 | $250,000.00 | $250,352.50 | 353 | 0.250% | 12/08/22 | 06/08/20 | 624.99 |
| Moreton (First Credit Bank) | CD | 320055CC8 | $250,000.00 | $250,640.00 | 640 | 0.350% | 06/12/23 | 06/10/20 | 875.04 |
| Moreton (River Bk Stoddard Wis) | CD | 76804DAJ8 | $250,000.00 | $250,270.00 | 270 | 0.200% | 06/10/22 | 06/11/20 | 500.05 |
| Moreton (1st Finl Bk USA Dakota Dunes) | CD | 32022RNR4 | $250,000.00 | $250,677.50 | 678 | 0.400% | 06/19/24 | 06/19/20 | 999.98 |
| Moreton (Bristol Morgan Bk Oakfield) | CD | 110087AK9 | $250,000.00 | $250,587.50 | 588 | 0.450% | 12/19/24 | 06/19/20 | 1,125.03 |
| Moreton (Vision Bk St Louis PK) | CD | 92834ABN5 | $250,000.00 | $255,212.50 | 5,213 | 0.600% | 06/30/25 | 06/30/20 | 1,500.03 |
| Moreton (Bankwell Bk New Canaan) | CD | 06654BCH2 | $250,000.00 | $250,872.50 | 873 | 0.400% | 07/06/23 | 07/06/20 | 504.11 |
| Moreton ( Tandem Bk Tucker) | CD | 87537YAB0 | $250,000.00 | $252,680.00 | 2,680 | 0.550% | 06/23/25 | 06/22/20 | 1,374.98 |
| Moreton (Exchange Bk Gibbon Neb) | CD | 301074DV9 | $250,000.00 | $250,082.50 | 83 | 0.550% | 12/24/24 | 06/24/20 | 1,374.98 |
| Moreton (Midfirst Bk Okla City) | CD | 59740JWN5 | $250,000.00 | $250,125.00 | 125 | 0.150% | 12/27/21 | 06/24/20 | 375.00 |
| Moreton (Independence Bk Owensboro) | CD | 45340KFP9 | $250,000.00 | $251,635.00 | 1,635 | 0.550% | 09/24/24 | 06/24/20 | 1,374.98 |
| Moreton (Suthrn Bancorp Bk Arkadelphia) | CD | 84223QAN7 | $250,000.00 | $251,160.00 | 1,160 | 0.500% | 10/25/24 | 06/26/20 | 1,332.16 |
| Moreton (Franklin Savings Bk) | CD | 354632AF8 | $250,000.00 | $250,667.50 | 668 | 0.400% | 06/28/24 | 06/29/20 | 917.79 |
| Moreton (Bank Princeton New Jersey) | CD | 064520BC2 | $250,000.00 | $251,040.00 | 1,040 | 0.450% | 06/28/24 | 06/30/20 | 1,125.03 |
| Moreton (Murphy-Wall St Bk & Tr Co.) | CD | 626757AD0 | $250,000.00 | $250,377.50 | 378 | 0.300% | 06/28/23 | 06/30/20 | 749.99 |
| Moreton (New York CMNTY Bk Westbury) | CD | 649447TV1 | $250,000.00 | $250,255.00 | 255 | 0.250% | 01/04/22 | 07/01/20 | 315.07 |
| Moreton (American Natl Bk Baxter Minn) | CD | 02769QDJ5 | $250,000.00 | $250,262.50 | 263 | 0.200% | 07/11/22 | 07/10/20 | 458.95 |
| Moreton (Peoples Bk Talbotton GA) | CD | 710721BE0 | $250,000.00 | $250,115.00 | 115 | 0.200% | 01/31/23 | 07/31/20 | 457.58 |
| Moreton (Meridian Bk Paoli PA) | CD | 58958PHG2 | $250,000.00 | $250,052.50 | 53 | 0.300% | 07/28/23 | 07/30/20 | 688.35 |
| Moreton (Farmers & Merchants BK Col) | CD | 30781JAP5 | $250,000.00 | $250,052.50 | 53 | 0.500% | 07/29/25 | 07/29/20 | 1,147.24 |
| Moreton (Texas Exchange Bk Crowley) | CD | 88241TJB7 | $250,000.00 | $250,110.00 | 110 | 0.950% | 07/17/26 | 07/17/20 | 2,179.79 |
| Moreton (First Natl Bk MI Kalamazoo) | CD | 32114VCD7 | $250,000.00 | $248,412.50 | (1,588) | 0.750% | 07/24/26 | 07/24/20 | 1,720.92 |
| Moreton (Bank VY Bellwood Neb) | CD | 06543PCL7 | $250,000.00 | $249,805.00 | (195) | 0.200% | 08/18/23 | 08/19/20 | 416.48 |
| Moreton (First Natl Bk of Albany Tex) | CD | 32117WAT9 | $250,000.00 | $249,722.50 | (278) | 0.300% | 08/28/24 | 08/28/20 | 624.65 |
| Moreton (BMO Harris BK Natl Assn) | CD | 05600XAV2 | $250,000.00 | $250,175.00 | 175 | 0.500% | 02/27/25 | 08/27/20 | 934.93 |
| Moreton Lincoln 1st BK Lincoln Pk) | CD | 53362LBE3 | $250,000.00 | $249,905.00 | (95) | 0.500% | 08/11/25 | 08/12/20 | 1,041.07 |
| Moreton (Commerce St Bk west Bend WI) | CD | 20070PLS4 | $250,000.00 | $248,787.50 | (1,213) | 0.400% | 08/19/25 | 08/19/20 | 832.86 |
| Moreton (Northeast Cmnty Bk White) | CD | 664122AF5 | $250,000.00 | $249,287.50 | (713) | 0.450% | 08/20/25 | 08/20/20 | 937.01 |

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|---|---|---|---|---|---|---|---|---|---|
| Moreton (Bank3 Memphis Tenn) | CD | 06653LAP5 | $250,000.00 | $248,675.00 | (1,325) | 0.400% | 08/28/25 | 08/28/20 | 832.86 |
| Moreton (Home LN Invt Bk F S B Warwick) | CD | 43719LAF2 | $250,000.00 | $248,662.50 | (1,338) | 0.400% | 08/29/25 | 08/31/20 | 750.67 |
| Moreton (First Choice BK Cerritos Calif) | CD | 319461CX5 | $250,000.00 | $249,647.50 | (353) | 0.300% | 09/18/24 | 09/18/20 | 560.95 |
| Moreton (Bridgewater Bk Bloomington) | CD | 108622KT7 | $250,000.00 | $248,437.50 | (1,563) | 0.400% | 09/16/25 | 09/18/20 | 753.41 |
| Moreton (American Comm Bk NA Bremen G | CD | 02519TBB1 | $250,000.00 | $248,360.00 | (1,640) | 0.400% | 09/22/25 | 09/22/20 | 747.93 |
| Moreton (First Natl Bk Amer E Lansing) | CD | 32110YQS7 | $250,000.00 | $248,322.50 | (1,678) | 0.400% | 09/25/25 | 09/25/20 | 747.93 |
| Moreton (First Coml Bk Jackson Miss) | CD | 31984GFK0 | $250,000.00 | $248,842.50 | (1,158) | 0.300% | 03/31/25 | 09/30/20 | 560.95 |
| Moreton (JPMorgan Chase Bk ) | CD | 48128UNC9 | $250,000.00 | $248,257.50 | (1,743) | 0.400% | 09/30/25 | 09/30/20 | 498.63 |
| Moreton (Insbank Nashville Tenn) | CD | 45776NDV5 | $245,000.00 | $243,287.45 | (1,713) | 0.400% | 09/30/25 | 10/15/20 | 732.98 |
| Moreton (Magnolia BK INC KY) | CD | 559582AL5 | $250,000.00 | $249,645.00 | (355) | 0.400% | 04/30/25 | 10/30/20 | 665.74 |
| Moreton (Uinta BK MTN View WYO) | CD | 903572EX9 | $250,000.00 | $247,855.00 | (2,145) | 0.400% | 10/30/25 | 10/30/20 | 665.74 |
| Moreton (Northpointe Bk Grand Rapids) | CD | 666613HQ0 | $250,000.00 | $250,022.50 | 23 | 0.150% | 11/14/22 | 11/13/20 | 217.81 |
| Moreton (Bank Hapoalim B M NY) | CD | 06251A2M1 | $250,000.00 | $250,192.50 | 193 | 0.200% | 11/17/22 | 11/17/20 | 247.95 |
| Moreton (Grand Bk Tulsa Okla) | CD | 38522ABN5 | $250,000.00 | $249,337.50 | (663) | 0.150% | 11/27/23 | 11/25/20 | 217.81 |
| Moreton (Banccentral Natl Assn Alva) | CD | 05890NBB6 | $250,000.00 | $249,330.00 | (670) | 0.150% | 11/30/23 | 11/30/20 | 185.96 |
| Moreton (First Glen Bk Rowland Heights) | CD | 320337DX3 | $250,000.00 | $249,410.00 | (590) | 0.300% | 11/20/24 | 11/20/20 | 435.61 |
| Moreton (Old Dominion Natl Bk North CD) | CD | 679585AS8 | $250,000.00 | $247,675.00 | (2,325) | 0.400% | 11/13/25 | 11/13/20 | 580.81 |
| Moreton (Oakstar Bk NA Springfield MO) | CD | 67389LAR4 | $250,000.00 | $247,095.00 | (2,905) | 0.400% | 11/20/25 | 11/20/20 | 580.81 |
| Moreton (Landmark Community Bank) | CD | 51507LCA0 | $250,000.00 | $248,052.50 | (1,948) | 0.450% | 11/25/25 | 11/25/20 | 653.44 |
| Moreton (Security Bk & TR CO Paris CD) | CD | 814010CK8 | $250,000.00 | $244,165.00 | (5,835) | 0.450% | 11/13/26 | 11/13/20 | 557.88 |
| Moreton (Prospect Bk Paris ILL) | CD | 74349KCS7 | $250,000.00 | $249,297.50 | (703) | 0.300% | 12/18/24 | 12/18/20 | 373.97 |
| Moreton (Transportation Alliance Bk Inc.) | CD | 89388CEE4 | $250,000.00 | $249,297.50 | (703) | 0.300% | 12/18/24 | 12/18/20 | 373.97 |
| Moreton (1st Sec BK of Wash Mountlake) | CD | 33625CDY2 | $250,000.00 | $248,815.00 | (1,185) | 0.250% | 12/30/24 | 12/30/20 | 311.64 |
| Moreton ( Bank Grove Okla) | CD | 06246PCB9 | $250,000.00 | $246,690.00 | (3,310) | 0.400% | 01/22/26 | 01/22/21 | 413.69 |
| Moreton (Connectone Bk Englewood) | CD | 20786ADE2 | $250,000.00 | $247,250.00 | (2,750) | 0.450% | 01/22/26 | 01/22/21 | 465.42 |
| Moreton ( BankUnited Natl Assn) | CD | 066519QC6 | $250,000.00 | $248,375.00 | (1,625) | 0.550% | 01/22/26 | 01/22/21 | 339.04 |
| Moreton ( Chambers BK Davnille AK) | CD | 157767AG9 | $250,000.00 | $247,182.50 | (2,818) | 0.450% | 01/27/26 | 01/27/21 | - |
| Moreton (First Reliance Bk SC) | CD | 33615RGB8 | $250,000.00 | $249,122.50 | (878) | 0.300% | 01/29/25 | 01/29/21 | 308.21 |
| Moreton (Community West Bk Goleta) | CD | 20415QHH5 | $250,000.00 | $249,195.00 | (805) | 0.150% | 01/29/24 | 01/29/21 | 155.13 |
| Moreton (Metropolitan Cap Bk Chicago IL) | CD | 591803CA7 | $250,000.00 | $245,457.50 | (4,543) | 0.550% | 11/18/26 | 02/19/21 | - |
| Moreton (Legacy Bk & Tr CO, Rogersville) | CD | 52470QAS3 | $250,000.00 | $246,745.00 | (3,255) | 0.450% | 02/26/26 | 02/26/21 | 369.87 |
| Moreton (Investors Cmnty Bk Manitowoc) | CD | 46147UUJ7 | $250,000.00 | $247,517.50 | (2,483) | 0.500% | 02/12/26 | 02/23/21 | 373.28 |
| Moreton (Sunwest Bak Irvine Calif) | CD | 86804DCT3 | $250,000.00 | $247,067.50 | (2,933) | 0.700% | 03/05/27 | 03/05/21 | 441.10 |
| Moreton (FNB Oxford BK) | CD | 30259XAW2 | $250,000.00 | $247,715.00 | (2,285) | 0.750% | 03/19/27 | 03/19/21 | 472.61 |
| Moreton (Home Savings Bk Chanute KS) | CD | 43733WAH6 | $250,000.00 | $248,407.50 | (1,593) | 0.800% | 03/19/27 | 03/19/21 | - |
| Moreton (American Natl Bk-Fox Cty | CD | 02772JCH1 | $250,000.00 | $249,600.00 | (400) | 0.300% | 09/30/24 | 04/06/21 | 174.65 |
| Moreton (Third Fed Svgs & Ln Assn) | CD | 88413QCW6 | $250,000.00 | $249,467.50 | (533) | 0.200% | 02/22/24 | 04/06/21 | - |
| Moreton (Pilot Bk Tampa Fla) | CD | 721531CQ2 | $250,000.00 | $249,722.50 | (278) | 0.200% | 10/10/23 | 04/07/21 | 83.57 |
| Moreton (Wex Bk Midvale Utah) | CD | 92937CKH0 | $250,000.00 | $249,900.00 | (100) | 0.100% | 10/11/22 | 04/09/21 | - |
| Moreton (Guaranty St Bk o Belolt) | CD | 401228BJ9 | $250,000.00 | $249,352.50 | (648) | 0.200% | 04/15/24 | 04/14/21 | 83.57 |
| Moreton (Goldman Sachs Bk USA N Y) | CD | 38149MWH2 | $250,000.00 | $250,857.50 | 858 | 0.900% | 05/19/26 | 05/19/21 | 191.10 |
| Moreton (Peoples Svgs BK) | CD | 71224LAB0 | $250,000.00 | $250,325.00 | 325 | 0.650% | 05/19/26 | 05/19/21 | 138.01 |
| Moreton (Sandhills St Bk Bassett NEB) | CD | 800037AP8 | $250,000.00 | $248,215.00 | (1,785) | 0.800% | 05/21/27 | 05/21/21 | 169.86 |
| Moreton (National BK Comm Superior) | CD | 633368FE0 | $250,000.00 | $247,250.00 | (2,750) | 0.600% | 05/21/26 | 05/21/21 | - |
| Moreton (Gulf Atlantic Bk Key West) | CD | 40216LAG4 | $250,000.00 | $248,967.50 | (1,033) | 0.250% | 11/25/24 | 05/25/21 | 53.08 |
| Moreton (Bank Little Chute Wis) | CD | 05549CHK9 | $250,000.00 | $249,612.50 | (388) | 0.250% | 05/28/24 | 05/28/21 | 53.08 |
| Moreton (Poppy Bk Santa Rosa Calif) | CD | 73319FBB4 | $250,000.00 | $249,055.00 | (945) | 0.400% | 07/28/25 | 05/28/21 | 84.93 |
| Moreton (Washington TR CO Westerly) | CD | 940637NN7 | $250,000.00 | $250,000.00 | 0 | 0.050% | 05/11/22 | 05/21/21 | - |
| Moreton (Mizuho Bk USA) | CD | 60688M2Y9 | $250,000.00 | $250,000.00 | 0 | 0.050% | 05/26/22 | 05/26/21 | - |
| Moreton (Spring Bk Bronx NY) | CD | 849430BM4 | $250,000.00 | $245,927.50 | (4,073) | 0.500% | 05/28/26 | 05/28/21 | 106.16 |
| Moreton (Merchants MFR Joliet ILL | CD | 588339FS5 | $250,000.00 | $249,455.00 | (545) | 0.100% | 05/30/23 | 05/28/21 | 21.23 |
| Moreton (Webbank Salt Lake City) | CD | 947547MZ5 | $250,000.00 | $249,977.50 | (23) | 0.300% | 05/28/24 | 05/28/21 | - |
| Moreton (Mega BK San Gabriel Calif) | CD | 58517JAL6 | $250,000.00 | $249,185.00 | (815) | 0.200% | 06/24/24 | 06/22/21 | - |
| Moreton (First Bk Hamilton New Jersey) | CD | 319137AZ8 | $250,000.00 | $248,982.50 | (1,018) | 0.350% | 06/11/25 | 06/11/21 | - |

| INSTITUTION INVESTED IN | INV TYPE | CUSIP | INVESTMENT AMOUNT BOOK VALUE | MARKET VALUE | MARKET GAIN (LOSS) | RATE OF RETURN | MATURITY DATE | PURCHASE DATE | FY 20 - 21 Y-T-D EARNINGS |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| Moreton (First UTD BK & TR Company) | CD | 33742CCJ4 | $250,000.00 | $250,000.00 | 0 | 0.050% | 09/15/21 | 06/15/21 | - |
| Moreton (Pinnacle Bk Jasper ALA) | CD | 723451BX7 | $250,000.00 | $245,720.00 | (4,280) | 0.500% | 06/11/26 | 06/11/21 | - |
| Moreton (Southeast Bank Athens Tenn) | CD | 84133PFD5 | $250,000.00 | $246,840.00 | (3,160) | 0.600% | 06/17/26 | 06/17/21 | - |
| Moreton (Denver Svgs Bk Iowa) | CD | 249398BA0 | $250,000.00 | $246,667.50 | (3,333) | 0.600% | 06/28/26 | 06/28/21 | - |
| Moreton (Security St Bk Scott City KS) | CD | 81489RCE8 | $250,000.00 | $249,880.00 | (120) | 0.450% | 06/30/25 | 06/29/21 | - |
| Moreton (One Cmnty Bk Ore Wis) | CD | 682325AH8 | $250,000.00 | $248,140.00 | (1,860) | 0.500% | 12/29/25 | 06/29/21 | - |
| Moreton (National Bk New York City) | CD | 634116CX3 | $250,000.00 | $246,842.50 | (3,158) | 0.500% | 03/30/26 | 06/30/21 | - |
| Moreton ( John Marshall Bk Baileys) | CD | 47804GGL1 | $250,000.00 | $249,480.00 | (520) | 0.150% | 09/19/23 | 06/17/21 | 2.06 |
| | | | | | | | | | |
| Moreton (Federal Natl Mtg Assn) | Fed Natl Mtg Assn | 3136G35U5 | $1,497,357.40 | $1,510,545.00 | 13,188 | 1.419% | 12/28/21 | 09/28/16 | 19,015.73 |
| Moreton (Freddie Mac) | FreddieMac | 3134GXDF8 | $1,003,015.52 | $977,440.00 | (25,576) | 0.700% | 11/24/26 | 12/11/20 | 2,434.96 |
| Moreton (Freddie Mac) | FreddieMac | 3134GW6C5 | $989,941.22 | $994,470.00 | 4,529 | 0.800% | 10/28/26 | 04/05/21 | 2,932.33 |
| Moreton (Federal Natl Mtg Assn) | Fed Natl Mtg Assn | 3135G06L2 | $1,484,535.54 | $1,491,525.00 | 6,989 | 0.875% | 12/18/26 | 04/05/21 | 2,887.00 |
| Moreton (Federal Home Loan Bank) | Fed Natl Mtg Assn | 3130AKY34 | $1,743,000.00 | $1,737,155.00 | (5,845) | 0.250% | 08/16/24 | 04/05/21 | - |
| Moreton (Federal Home Loan Bank) | Fed Natl Mtg Assn | 3130ALD9 | $1,986,900.00 | $1,986,860.00 | (40) | 1.000% | 02/26/27 | 04/05/21 | - |
| Moreton (Farmer Mac) | Farmer Mac | 31422XDX7 | $1,000,000.00 | $998,960.00 | (1,040) | 0.830% | 03/27/26 | 04/05/21 | - |
| | | | | | | | | | |
| | | | | | | | | | |
| AVERAGE | | | | | | | 186 | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Wells Fargo BS securities transferred to Moreton Capital Markets May 20, 2016 | | | | | | | | | |
| Moreton Capital Markets Money Market and Cash | | | $2,508,349.32 | $2,508,349.32 | 0 | varies | N/A | N/A | |
| Wells Fargo ST Money Market 6810881786 | | | - | $0.00 | 0 | varies | N/A | N/A | - |
| Wells Fargo - PHA account | | | 207,664.40 | $207,664.40 | 0 | varies | N/A | N/A | |
| | | | | | | | | | |
| **TOTAL** | | | **56,691,646** | **56,876,989** | **185,342.82** | | | | **484,729.02** |
| | | | | | | | | | |
| US Treasury Notes/Agency Bonds - WF / RBC | | | $9,704,749.68 | 17.18% | | | | | |
| State Investment Pool | | | $5,607.78 | 0.01% | | | | | |
| Certificate of Deposits | | | $44,265,274.64 | 78.37% | | | | | |
| Money Market Accounts | | | 2,508,349.32 | 4.44% | | | | | |
| | | | $56,483,981.42 | 100.00% | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Investment Abbreviations

CD = Certificate of Deposit
FHLMC = Federal Home Loan Mortgage Corporation (Freddie Mac)
FNMA = Federal National Mortgage Association (Fannie Mae)
FHLB = Federal Home Loan Banks

# CITY OF ALAMOGORDO

## COLLATERALIZATION SUMMARY REPORT

MONTH CLOSING: **June 30, 2021**

| | Financial Institution | Amount of City Funds | FDIC Amount | Amount Uninsured | Required Collateral per NMSA 1978 6-10-17 | Amount to be Collateralized | Collateral Pledged by Financial Institutions | Over/(Under) Pledged | At Risk |
|---|---|---|---|---|---|---|---|---|---|
| 1) | State Treasurer's Pool - COA | $ 5,608 | n/a | | | - | | | - |
| | Wells Fargo | $ 414,981 | | | | | | | |
| | Wells Fargo - PHA | $ 207,664 | 207,664.40 | $ - | | | | | |
| | | $ 622,646 | 250,000 | $ 372,646 | 50.00% | 186,323 | 2,441,410.31 | 2,255,087 | (2,068,765) |
| 2) | Moreton Capital Markets | | | | | | | | |
| a. | Cash and Money Market | $ 2,508,349 | 2,508,349 | | | | | | |
| | Certificates of Deposit | $ 38,725,179 | 38,725,179 | $ - | | | | | |
| b. | Securities | $ 9,704,750 | n/a | | | | | | |
| | | $ 50,938,278 | | | | | | | |
| | First National - Alamogordo | $ 9,472,912 | 250,000 | $ 9,222,912 | 50.00% | 4,611,456 | 7,338,594.78 | 2,727,139 | 1,884,317 |
| | First National - Alamogordo - PHA | $ 1,647,904 | - | $ 1,647,904 | 50.00% | 823,952 | 2,960,512.32 | 2,136,560 | (1,312,608) |
| | First Savings Bank | $ 3,308,936 | 250,000 | $ 3,058,936 | 50.00% | 1,529,468 | 1,698,693.07 | 169,225 | 1,360,243 |
| | Bank '34 | $ 250,000 | 250,000 | $ - | 50.00% | - | | - | - |
| | Pioneer Bank | $ 277,364 | 250,000 | $ 27,364 | 50.00% | 13,682 | 27,364.00 | 13,682 | 0 |
| | Bank of the West | $ 276,550 | 250,000 | $ 26,550 | 50.00% | 13,275 | 69,930.00 | 56,655 | (43,380) |
| | Washington Federal | $ 1,427,245 | 250,000 | $ 1,177,245 | 50.00% | 588,622 | 1,212,448.00 | 623,826 | (35,203) |
| 3) | New Mexico Finance Authority | $ 1,356,931 | n/a | | | | | | |
| | **TOTAL** | **$ 69,584,374** | | **$ 15,533,558** | | **7,766,779** | **15,748,952.48** | **$ 7,982,174** | **$ (215,395)** |

1) These funds are invested in 7-day and 14 day Tresury bills and fully-collaterized bank deposits; per NM STO correspondence Feb. 27, 2009. Per State Treasurer's Investment Policy authorized investments are U.S. Govt. Obligations, Investment Grade commercial paper, AA rated or better Corporate bonds, asset-backed obligations, and etc. (pages 4-8). - Per LGIP statements - New MexiGROW LGIP deposits are not guaranteed or insured by any bank, the State of New Mexico, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other agency. New MexiGROW LGIP deposits involve certain investment risks. Yield and total return may fluctuate and are not guaranteed.

2) Moreton Capital Markets - transferred on May 2016 from WFBS, which included RBC
a. Securities and cash are protected up to $500,000 (including a $250,000 limit for cash only
b. Federal Home Loan Notes, Freddie Mac, Fannie Mae, etc. are backed by the full faith and credit of the U.S. government.

3) NMFA is a governmental agency which must itself comply with state investment policies

**CITY OF ALAMOGORDO**
**ANALYSIS OF INVESTMENT AND YIELDS**
**TWELVE MONTHS ENDED**

| MONTH | (1) TOTAL INVESTMENTS | (2) RETURN ON INVESTMENTS | (3) YIELDS ON INVESTMENTS | TOTAL RETURN ON INVESTMENTS |
|---|---|---|---|---|
| July 2020 | 49,034,569 | 41,395 | 1.013% | 41,395 |
| August 2020 | 49,082,959 | 48,390 | 1.183% | 48,390 |
| September 2020 | 49,136,208 | 54,286 | 1.326% | 54,286 |
| October 2020 | 49,164,892 | 28,702 | 0.701% | 28,702 |
| November 2020 | 48,823,083 | 38,191 | 0.939% | 38,191 |
| December 2020 | 48,860,196 | 38,138 | 0.937% | 38,138 |
| January 2021 | 47,895,525 | 35,329 | 0.885% | 35,329 |
| February 2021 | 47,993,249 | 37,724 | 0.943% | 37,724 |
| March 2021 | 47,977,513 | 45,277 | 1.132% | 45,277 |
| April 2021 | 56,618,831 | 41,317 | 0.876% | 41,317 |
| May 2021 | 56,650,252 | 31,422 | 0.666% | 31,422 |
| June 2021 | 56,694,605 | 45,388 | 0.961% | 45,388 |
| **ANNUAL AVERAGE** | **50,660,990** | **40,463** | **0.9634%** | **$40,463** |
| **12 MONTH TOTALS** | | **485,560** | **0.9584%** | **485,560** |
| | | | **This Quarter** | **118,127** |

(1) AVERAGE TOTAL INVESTMENTS (BOOK VALUE)
(2) ALL RETURNS AND YIELDS ARE CALCULATED ON A CASH BASIS
(3) AVERAGE YIELD ON INVESTMENTS

# CITY OF ALAMOGORDO
# INVESTMENT SUMMARY
# BY FUND
# June 30, 2021

| FUND NO. | FUND DESCRIPTION | PER FUND INVESTMENT |
|---|---|---|
| 11 | GENERAL OPERATING | 12,375,049.15 |
| 16 | LODGER'S TAX-PROMOTIONS | 171,690.54 |
| 20 | LODGER'S TAX-CITY SHARE | 38,739.33 |
| 21 | D.A.R.E. DONATIONS | 16,211.35 |
| 28 | POLICE CONTINGENCY | 53,950.75 |
| 31 | CEMETERY-PERPETUAL CARE | 800,630.42 |
| 33 | FIRE PROTECTION FUND | 168,475.60 |
| 37 | ST HIGHWAY CLEANUP | 114,685.28 |
| 38 | TRAFFIC SAFETY | 48,270.22 |
| 42 | 84 GRT | 1,205,641.32 |
| 49 | 86 GRT | 3,813,509.22 |
| 61 | 91 GRT INFRASTRUCTURE | 537,353.68 |
| 69 | 94 GROSS RECEIPTS TAX | 2,554,807.94 |
| 74 | SENIOR GIFT FUND | 89,511.10 |
| 81 | WATER/SEWER OPERATIONS | 5,798,118.85 |
| 82 | 1998 JT. WATER/SEWER BOND P&I | 39,898.87 |
| 86 | SOLID WASTE | 431,739.19 |
| 88 | BONITO LAKE | 343,717.27 |
| 89 | ESGRT .0625% | 2,183,565.56 |
| 94 | LANDFILL OPERATIONS | 4,093,755.75 |
| 96 | FLEET COLLISION | 451,452.49 |
| 104 | UTILITY DEPOSITS | 633,181.76 |
| 105 | ECONOMIC DEVELOPMENT GRT | 3,973,457.84 |
| 107 | LIABILITY/DEDUCTABLE INSURANCE | 668,662.99 |
| 109 | 2004 CAPITAL OUTLAY GRT | 15,217,773.90 |
| 114 | SIDEWALK REVOLVING LOANS | 143,001.48 |
| 119 | 11 GRT REF/IMP REV BOND | 256,223.35 |
| 121 | 2015 GO BONDS-FUN CENTER | 89,812.62 |
| 122 | 2015 GO BONDS - STREETS | 174,052.99 |
| 901 | HOUSING LOW RENT OPER | 96,556.62 |
| 903 | HOUSING HOMEOWNERSHIP OPR | 111,107.78 |
| 904 | HOUSING CAPITAL FUND PRJ | |
| | **TOTAL:** | **56,694,605.21** |

# AGENDA REPORT
## CITY OF ALAMOGORDO
## CITY COMMISSION

**Meeting Date:** 8/10/2021 **Report Date:** 8/2/2021 **Report No:** 7.

**Submitted By:** Britney Courtier

**Subject:** Consider, and act upon, grant funding from the Non-Metro Area Agency on Aging FY22 contract for Direct Purchase of Services for senior programs, the total amount budgeted is $482,251.02. *(Magdalena Morales, ASC Manager and Veronica Ortega, Community Services Director)*

**Fiscal Impact:**
Amount Budgeted:
Fund:

Additional Fiscal Impact: Aggregate amount of $482,251.02 is to be derived from the following sources, when performance units are met:
IIIB (Transportation): Contract Amount: $32,939.00
III-C1 (Congregate Meals): Contract Amount $55,764.00
III-C2 (Home-bound Meals): Contract Amount $19,744.00
Supplemental IIIC-2 Home-bound Meals): Contract Amount: $14,398.00
III-D (Evidence-based): Contract Amount: $32,916.02
NMGAA-State / HB-2: Contract Amount: $316,529.00
NMGAA - State Nonrecurring: Contract Amount: $9,961.00

**Recommendation:** Approve the grant funding.

**Background:** The Alamo Senior Center receives funding for the the congregate meal setting (grab and go meals) Meals on Wheels, transportation and evidence-based programs through the Non-Metro Area Agency on Aging. The Major Disaster Declaration (MDD) allows flexibility for use of the Federal funds by sub-recipient contractors.

**Contract No. 2021-22-64012**

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

**TITLE III FEDERAL AND STATE SUB-AWARD**

(City of Alamogordo) hereinafter referred to as Subrecipient Contractor and the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as "Agency", enter this Agreement effective July 1, 2021, 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 Senior Citizens Services program.

The Agency's Senior Citizens 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 Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor Cost Reimbursement application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.

B. Deliverables. The Subrecipient Contractor shall provide services based on the assessed need of the community and individuals receiving services under this Agreement and as identified in the Subrecipient Contractor application or Service Delivery Plan and attached by reference. The service units and consumers detailed in this section are estimates. The following services are to be provided in accordance with the Aging and Long-Term Services Department (ALTSD) Units of Service Definitions; to be monitored through the Subrecipient Contractor's submission of monthly SAMS data, activity reports, and through Agency monitoring reviews. Final determination of service units and consumer performance measures shall be established by the ALTSD, and should the Contractor not meet the established units, reimbursement requests should reflect the same.
**Attachment: FY22 Units of Service -Crosswalk - Definitions**

C. Targeting: Target populations include persons aged 60 or older and their spouses of any age, younger disabled persons who reside with persons aged 60 or older, caregivers of any age who care for persons aged 60 or older, caregivers aged 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

Target populations may include persons aged 50 through 59 for services provided with state funding only. Target populations for each service may vary according to the service provided.

D. Payment for Services: For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed $482,251.02. Said aggregate amount is to be derived from the following sources.

1. $32,939.00 from Title III-B of the OAA;

2. $55,764.00 from Title III-C1 of the OAA;

3. $19,744.00 from Title III-C2 of the OAA;

4. $32,916.02 from Title III-D of the OAA;

5. $0.00 from Title III-E of the OAA;

6. $14,398.00 from Supplemental IIIC-2 of the OAA;

7. $316,529.00 from the NMGAA-State/HB-2; and

8. $9,961.00 from the NMGAA-State Nonrecurring.

E. Payment for services shall be consistent with all applicable federal and state laws and regulations. An initial payment of 12.5% of State funds will be distributed to the Subrecipient Contractor. This must be tracked by the Subrecipient Contractor and expenditures must be allocated to these funds.

F. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Subrecipient Contractors own risk, and the Agency shall not be liable for such expenditures.

G. Payments to the Subrecipient Contractor 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 Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.

H. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient Contractor. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Subrecipient Contractor that payment is requested, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.

I. Payments to the Subrecipient Contractor 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 Subrecipient Contractor agrees to:

1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
2. Target services to older individuals with greatest economic and social need, including low-income minorities and older individuals residing in rural areas, as applicable.
3. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the AAA by the close of business on the fifth (5th) day of each month following the last day of the month in which services were provided. If the fifth (5th) day falls on a weekend or AAA holiday, the information shall be delivered by the close of business on the next business day.
4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals) on the day conducted.
5. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Subrecipient Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.
6. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA.
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, including COVID-19 data should be verified and reconciled by the Subrecipient Contractor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA Santa Fe office by the 10th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor.
b. The Subrecipient Contractor shall submit to the Agency utilizing the form provided by the Agency. The monthly activity report is due on or before the 5th working day of the month for prior month expenditures.
c. Quarterly financial reports, to include approved budget, year-to-date expenses, year-to-date revenue, by the 15th working day of the month following the end of the quarter.

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. Subrecipient Contractor 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. Subrecipient Contractors must ensure that the farm food products meet the state NMED requirements.

B. Major Disaster Declaration: In March of 2020 Governor Michelle Lujan Grisham declared a public health emergency due to the ongoing spread of the coronavirus or COVID-19 throughout New Mexico. A major disaster (MDD) was declared by President Trump in April of 2020 allowing for significant flexibilities in the spending of Older Americans Act funding, as well as additional federal funds to aid in the addressing and recovering from COVID-19 pandemic. This includes the Families First Coronavirus Response Act (FFCRA) and the Coronavirus Aid, Relief and Economic Security Act (CARES). The flexibility allowed through the MDD will continue through September 30, 2021, which overlaps with state fiscal year 2022. Subrecipient Contractor is encouraged to develop new and innovative service delivery methods to meet the needs of the community throughout the pandemic.

1. (MDD) (https://www.fema.gov/disaster/4529) allows flexibility for use of the Federal funds by Subrecipient Contractors.
2. The MDD allows for maximum flexibility and does not need a separate application, transfer request, or request for a waiver --to use existing Title B, C-1, C-2, D and E for disaster relief. This means Subrecipient Contractors may use these Title and State funds **for any disaster relief activities** for older individuals or family caregivers served under the OAA.
3. The flexibility applies to federal and state funding Subrecipient Contractors have through FY 2021-2022 contracts. For the program period starting July 1, 2021, **all expenditures should be based upon Subrecipient Contractor actual expenditures and should not be tied to a unit or unit cost.**
4. Meals funded following a declaration of a major disaster are not required to meet the DGAs and the DRIs, *but* ACL recommends the use of these standards to help older adults maintain their health and manage their chronic conditions and to provide quality service.

5. When meals that do not meet the DRIs/DRAs are unavailable, Subrecipient Contractors should try to provide meals that meet, at a minimum, no less than 1/3 of the recommended daily caloric intake for an older individual.

C. The Agency further abides to:

1. Review consumer intake and assessment forms completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
2. Maintain communication and correspondence concerning consumers' status.
3. Provide timely consultation and technical assistance to the Subrecipient Contractor 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 consumers.
6. Provide start-up funds at the discretion of NCNMEDD Non-Metro AAA if funding is available.
7. Will submit contingency plan to address unforeseen circumstances when service delivery is threatened.
8. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

## 3. ASSURANCES.

A. *Americans with Disabilities Act of 1990 –*

The Subrecipient Contractor 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 Subrecipient Contractor 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 Subrecipient Contractor 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 Subrecipient Contractor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).

D. *Drug Free Workplace*

The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.

E. *Certification Regarding Debarment*

The Subrecipient Contractor 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. *Financial Management*

The Subrecipient Contractor must implement financial management standards outlined in the United States Department of Health and Human Services Federal Regulation 45 CFR Part 75, New Mexico Fiscal Requirements, and Federal Register Office of Management and Budget Uniform Guidance A-87 and A-122.

G. *Incentive Compensation*

Use of federal and state funds for incentive compensation to employees based on cost reduction, efficient performance, suggestion awards, safety awards, etc. is un-allowable and will not be recognized by the Agency as a reimbursable expense.

H. *Independent Audit*

The Subrecipient contractor will provide a financial and compliance audit report(s) to the Agency covering the period of July 1, 2021, through June 30, 2022. The Audit report(s) 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 applicable provisions:

1. The Subrecipient Contractor, 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 Omni Circular 200.518(b)(1), supersedes and 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, 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; OR
2. Companies not subject to A-133 requirements may provide Agency with an un-audited Report Package no less than quarterly. This 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. In addition, the Subrecipient Contractor will provide the Agency with a copy of annual audited financial statements; OR,
3. Governmental-type Subrecipient Contractors 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.

4. Non-governmental Subrecipient Contractors 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.
5. For those Subrecipient Contractors 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.
6. 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.
7. The Subrecipient Contractor'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.

I. *Equal Opportunity Compliance.*

The Subrecipient Contractor 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 Subrecipient 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 Subrecipient Contractor is found not to be in compliance with these requirements during the life of this Agreement, Subrecipient Contractor agrees to take appropriate steps to correct these deficiencies.

J. *Compliance with Aging and Long-Term Services Department Functions.*
The Subrecipient Contractor 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.

K. *Non-Discrimination Service Delivery.*
The Subrecipient Contractor, 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, 2021, and terminate on June 30, 2022**, unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed two (2) 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 Subrecipient 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 Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient 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 Subrecipient Contractor 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 Subrecipient Contractor's default or breach of this Agreement. This Agreement may also be terminated by the Subrecipient Contractor 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 Subrecipient Contractor, the Subrecipient 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 Subrecipient Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Subrecipient 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 Subrecipient 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 Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

**6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR.**

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

1. The Subrecipient Contractor'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 Subrecipient Contractor'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 Subrecipient Contractor'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 Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor 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 Subrecipient Contractor'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 the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor 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 Subrecipient Contractor hereunder.

2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor'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 Subrecipient Contractor.

3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.

4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.

5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor 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 Subrecipient Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Subrecipient Contractor 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 SUBRECIPIENT CONTRACTOR.**

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient Contractor, 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 Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

**9. ASSIGNMENT.**

The Subrecipient Contractor 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 Subrecipient Contractor 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 Subrecipient Contractor 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 Subrecipient Contractor agrees not to purport to bind the Agency unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

**12. CONFIDENTIALITY.**
Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor 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. Subrecipient Contractor 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 Subrecipient Contractor, 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 Subrecipient Contractor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

**14. CONFLICT OF INTEREST.**
The Subrecipient 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 or services required under the Agreement. The Subrecipient Contractor 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 FOR VIOLATION OF LAW.**
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, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**19. WORKERS COMPENSATION.**
The Subrecipient Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Subrecipient Contractor 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 Subrecipient Contractor 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 Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor 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 Subrecipient Contractor shall attempt to resolve all disputes with participants by negotiation good faith and with such mediators as may be acceptable to the parties involved. The Subrecipient Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Subrecipient 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 Subrecipient Contractor 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 Subrecipient Contractor and the Subrecipient Contractor hereby agrees to be bound by said resolution.
5. Failure of the Subrecipient 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.

**23. PARTICIPANT GRIEVANCE.**

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

**24. KEY PERSONNEL.**

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

1. Program Director
2. Financial Manager

The Subrecipient Contractor 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:** | **City of Alamogordo:** |
| NCNMEDD | Alamo Senior Center |
| Crystal L. Sanchez | Magdalena Morales |
| 3900 Paseo Del Sol | 2201 Puerto Rico Avenue |
| Santa Fe, NM 87507 | Alamogordo, NM 88310 |

**28. INSURANCE.**
The Subrecipient Contractor 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 Subrecipient Contractor 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 Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor 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 Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor 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, 2021.

| | |
|---|---|
| City of Alamogordo | NCNMEDD Non-Metro Area Agency on Aging |
| *Legal Name of Subrecipient Contractor* | *Name of Area Agency on Aging* |
| | Monica Abeita |
| *Signature* | *Signature* |
| Brian Cesar, City Manager | Monica Abeita, Executive Director |
| *Printed/Typed Name of Signatory* | *Printed/Typed Name of Signatory* |
| | July 1, 2021 |
| *Date* | *Date* |

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

| GRANTEE: City of Alamogordo<br>ADDRESS: | | | | APPROVED BUDGET PERIOD<br>FROM: 7/1/2021<br>TO: 6/30/2022 | | Grant/Action<br>New/Cont: X<br>Revision:<br>BAR:<br>Other: | NGA DATE<br>6/1/2021 |
|---|---|---|---|---|---|---|---|
| **DESCRIPTION** | | **FEDERAL** | **STATE** | **LOCAL** | **PROGRAM INCOME** | **Other:** | **TOTAL** |
| Title IIIB 93.044 | Access | $ 32,939.00 | $ 50,604.10 | $166,064.69 | $ 5,000.00 | $ - | $ 254,607.79 |
| | In-Home | $ - | $ - | $ - | $ - | $ - | $ - |
| | Community All Other | $ - | $ 28,000.00 | $ 37,221.25 | $ - | $ - | $ 65,221.25 |
| | Sub Total | $ 32,939.00 | $ 78,604.10 | $203,285.94 | $ 5,000.00 | $ - | $ 319,829.04 |
| Title IIIC1 93.045 | Meal Costs | $ 55,764.00 | $129,311.40 | $193,165.35 | $ 68,100.00 | $ - | $ 446,340.75 |
| | Sub Total | $ 55,764.00 | $129,311.40 | $193,165.35 | $ 68,100.00 | $ - | $ 446,340.75 |
| Title IIIC2 Supplemental 93.045 | | $ 14,398.00 | | | | | $ 14,398.00 |
| Title IIIC2 93.045 | Meal Costs | $ 19,744.00 | $108,613.50 | $200,867.71 | $ 30,000.00 | $ - | $ 359,225.21 |
| | SubTotal | $ 34,142.00 | $108,613.50 | $200,867.71 | $ 30,000.00 | $ - | $ 373,623.21 |
| Title IIID 93.043 | Evidence-Based Health | $ 32,916.02 | $ - | $ - | $ - | $ - | $ 32,916.02 |
| | Sub Total | $ 32,916.02 | $ - | $ - | $ - | $ - | |
| Title IIIE 93.052 | Care Giver Support | $ - | $ - | $ - | $ - | $ - | $ - |
| | Sub Total | $ - | $ - | $ - | $ - | $ - | $ - |
| DEMONSTRATION GRANT | | | | | | | |
| ALZHEIMER | Respite Care | $ - | $ - | $ - | $ - | $ - | $ - |
| | Sub Total | $ - | $ - | $ - | $ - | $ - | $ - |
| ALL STATE OTHER | | $ - | $ 9,961.00 | $ - | $ - | $ - | $ 9,961.00 |
| | Sub Total | $ - | $ 9,961.00 | $ - | $ - | $ - | $ 9,961.00 |
| SUB TOTALS | Title IIIB 93.044 | $ 32,939.00 | $ 78,604.10 | $203,285.94 | $ 5,000.00 | $ - | $ 319,829.04 |
| | Title IIIC1 93.045 | $ 55,764.00 | $129,311.40 | $193,165.35 | $ 68,100.00 | $ - | $ 446,340.75 |
| | Title IIIC2 93.045 | $ 34,142.00 | $108,613.50 | $200,867.71 | $ 30,000.00 | $ - | $ 373,623.21 |
| | Title IIID 93.043 | $ 32,916.02 | $ - | $ - | $ - | $ - | $ 32,916.02 |
| | Title IIIE 93.052 | $ - | $ - | $ - | $ - | $ - | $ - |
| | Alzheimer Respite Care | $ - | $ - | $ - | $ - | $ - | $ - |
| | All State Other | $ - | $ 9,961.00 | $ - | $ - | $ - | $ 9,961.00 |
| | **GRAND TOTAL** | $155,761.02 | $326,490.00 | $597,319.00 | $ 103,100.00 | $ - | $1,182,670.02 |

| | | | | | |
|---|---|---|---|---|---|
| **COMPUTATION OF GRANT** | | 8.Federal/State Shares will be comprised of: | | | |
| 1.EstimatedTotal Cost.......... | $ 1,182,670.02 | a.Federal/State | FY 20 __ | Federal | |
| 2.LESS Anticipated Proj. Inc. | $ 103,100.00 | grant unearned | | State | |
| 3.Estimated Net Cost.............. | $ 1,079,570.02 | in previous project year(s) | | | |
| 4.Non-federal and Non-state Share of Net Cost............ | | b. Carry Over | FY 20 ___ | Federal<br>State | |
| 5.Proj. Inc. ....... | $ 103,100.00 | | | | |
| 6.Federal Share of Net Cost..... | $ 155,761.02 | | | | |
| 7.State Share of Net Cost.... | $ 326,490.00 | c. New Obligational | FY 21-22 | Federal | $ 155,761.02 |
| | | Authority Herein Awarded | | State | $ 326,490.00 |

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# 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 be 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 agree with the terms and conditions of this award. |
|---|---|
| | Date: |
| Monica Abeita 07-01-2021 | Date: |
| Monica Abeita Date<br>Executive Director | Brian Cesar<br>City Manager |

# AGENDA REPORT
## CITY OF ALAMOGORDO
## CITY COMMISSION

**Meeting Date:** 8/10/2021 **Report Date:** 8/2/2021 **Report No:** 8.

**Submitted By:** Britney Courtier

**Subject:** Consider, and act upon, grant funding from the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA) for the American Rescue Plan Sub-Award, the total amount budgeted is $182,923.97. *(Magdalena Morales, ASC Manager and Veronica Ortega, Community Services Director)*

**Fiscal Impact:**
Amount Budgeted:
Fund:

Additional Fiscal Impact: Aggregate amount of $182,923.97 is to be derived from the following sources:
IIIB (Transportation): Contract Amount: $48,344.00
III-C1 (Congregate Meals): Contract Amount: $37,924.00
III-C2 (Home-bound Meals): Contract Amount: $38,372.00
III-D (Evidence-based): Contract Amount: $58,283.97

**Recommendation:** Approve the grant funding.

**Background:** The American Rescue Plan Sub-Award (ARPA) is a three year grant. ALTSD/AAA contracts on an annual basis. A new contract will be issued with the remaining balance each new fiscal year until the contract expires through FY2024.
The Major Disaster Declaration (MDD) allows flexibility for use of the Federal funds by sub-recipient contractors.

Contract No. 2021-22- 64012

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

**AMERICAN RESCUE PLAN SUB-AWARD**

City of Alamogordo hereinafter referred to as Subrecipient Contractor and the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as "Agency", enter this Agreement effective July 1, 2021, 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 Senior Citizens Services program.

The Agency's Senior Citizens 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 Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor Cost Reimbursement application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.

B. Deliverables. The Subrecipient Contractor shall provide services based on the assessed need of the community and individuals receiving services under this Agreement and as identified in the Subrecipient Contractor application or Service Delivery Plan and attached by reference. The service units and consumers detailed in this section are estimates. The following services are to be provided in accordance with the Aging and Long-Term Services Department (ALTSD) Units of Service Definitions; to be monitored through the Subrecipient Contractor's submission of monthly SAMS data, activity reports, and through Agency monitoring reviews. Final determination of service units and consumer performance measures shall be established by the ALTSD, and should the Contractor not meet the established units, reimbursement requests should reflect the same.
**Attachment: FY22 Units of Service -Crosswalk - Definitions**

C. Targeting: Target populations include persons aged 60 or older and their spouses of any age, younger disabled persons who reside with persons aged 60 or older, caregivers of any age who care for persons aged 60 or older, caregivers aged 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

Target populations may include persons aged 50 through 59 for services provided with <u>state funding only</u>. Target populations for each service may vary according to the service provided.

D. Payment for Services: For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed $182,923.97. Said aggregate amount is to be derived from the following sources.

1. **<u>$48.344.00</u>** from ARP Title III-B of the OAA;

2. **<u>$37.924.00</u>** from ARP Title III-C1 of the OAA;

3. **<u>$38.372.00</u>** from ARP Title III-C2 of the OAA;

4. **<u>$58.283.97</u>** from ARP Title III-D of the OAA; and

5. **<u>$0.00</u>** from ARP Title III-E of the OAA;

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

F. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Subrecipient Contractors own risk, and the Agency shall not be liable for such expenditures.

G. Payments to the Subrecipient Contractor 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 Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.

H. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient Contractor. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Subrecipient Contractor that payment is requested, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.

I. Payments to the Subrecipient Contractor 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 Subrecipient Contractor agrees to:

1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
2. Target services to older individuals with greatest economic and social need, including low-income minorities and older individuals residing in rural areas, as applicable.
3. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the AAA by the close of business on the fifth (5th) day of each month following the last day of the month in which services were provided. If the fifth (5th) day falls on a weekend or AAA holiday, the information shall be delivered by the close of business on the next business day.
4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals) on the day conducted.
5. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Subrecipient Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.
6. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA.
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, including COVID-19 data should be verified and reconciled by the Subrecipient Contractor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA Santa Fe office by the 10th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor.
   b. The Subrecipient Contractor shall submit to the Agency utilizing the form provided by the Agency. The monthly activity report is due on or before the 5th working day of the month for prior month expenditures.
   c. Quarterly financial reports, to include approved budget, year-to-date expenses, year-to-date revenue, by the 15th working day of the month following the end of the quarter.

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. Subrecipient Contractor 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. Subrecipient Contractors must ensure that the farm food products meet the state NMED requirements.

B. Major Disaster Declaration: In March of 2020 Governor Michelle Lujan Grisham declared a public health emergency due to the ongoing spread of the coronavirus or COVID-19 throughout New Mexico. A major disaster (MDD) was declared by President Trump in April of 2020 allowing for significant flexibilities in the spending of Older Americans Act funding, as well as additional federal funds to aid in the addressing and recovering from COVID-19 pandemic. This includes the Families First Coronavirus Response Act (FFCRA) and the Coronavirus Aid, Relief and Economic Security Act (CARES). The flexibility allowed through the MDD will continue through September 30, 2021, which overlaps with state fiscal year 2022. Subrecipient Contractor is encouraged to develop new and innovative service delivery methods to meet the needs of the community throughout the pandemic.

1. (MDD) (https://www.fema.gov/disaster/4529) allows flexibility for use of the Federal funds by Subrecipient Contractors.
2. The MDD allows for maximum flexibility and does not need a separate application, transfer request, or request for a waiver --to use existing Title B, C-1, C-2, D and E for disaster relief. This means Subrecipient Contractors may use these Title and State funds **for any disaster relief activities** for older individuals or family caregivers served under the OAA.
3. The flexibility applies to federal and state funding Subrecipient Contractors have through FY 2021-2022 contracts. For the program period starting July 1, 2021, **all expenditures should be based upon Subrecipient Contractor actual expenditures and should not be tied to a unit or unit cost**.
4. Meals funded following a declaration of a major disaster are not required to meet the DGAs and the DRIs, *but* ACL recommends the use of these standards to help older adults maintain their health and manage their chronic conditions and to provide quality service.
5. When meals that do not meet the DRIs/DRAs are unavailable, Subrecipient Contractors should try to provide meals that meet, at a minimum, no less than 1/3 of the recommended daily caloric intake for an older individual.

C. The Agency further abides to:

1. Review consumer intake and assessment forms completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
2. Maintain communication and correspondence concerning consumers' status.
3. Provide timely consultation and technical assistance to the Subrecipient Contractor 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 consumers.
6. Provide start-up funds at the discretion of NCNMEDD Non-Metro AAA if funding is available.
7. Will submit contingency plan to address unforeseen circumstances when service delivery is threatened.
8. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

## 3. ASSURANCES.

A. *Americans with Disabilities Act of 1990 –*
The Subrecipient Contractor 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 Subrecipient Contractor 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 Subrecipient Contractor 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 Subrecipient Contractor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).

D. *Drug Free Workplace*
The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.

E. *Certification Regarding Debarment*
The Subrecipient Contractor 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. *Financial Management*
The Subrecipient Contractor must implement financial management standards outlined in the United States Department of Health and Human Services Federal Regulation 45 CFR Part 75, New Mexico Fiscal Requirements, and Federal Register Office of Management and Budget Uniform Guidance A-87 and A-122.

G. *Incentive Compensation*

Use of federal and state funds for incentive compensation to employees based on cost reduction, efficient performance, suggestion awards, safety awards, etc. is un-allowable and will not be recognized by the Agency as a reimbursable expense.

H. *Independent Audit*

The Subrecipient contractor will provide a financial and compliance audit report(s) to the Agency covering the period of July 1, 2021, through June 30, 2022. The Audit report(s) 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 applicable provisions:

1. The Subrecipient Contractor, 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 Omni Circular 200.518(b)(1), supersedes and 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, 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; OR
2. Companies not subject to A-133 requirements may provide Agency with an un-audited Report Package no less than quarterly. This 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. In addition, the Subrecipient Contractor will provide the Agency with a copy of annual audited financial statements; OR,
3. Governmental-type Subrecipient Contractors 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.
4. Non-governmental Subrecipient Contractors 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.

5. For those Subrecipient Contractors 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.
6. 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.
7. The Subrecipient Contractor'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.

I. *Equal Opportunity Compliance.*

The Subrecipient Contractor 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 Subrecipient 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 Subrecipient Contractor is found not to be in compliance with these requirements during the life of this Agreement, Subrecipient Contractor agrees to take appropriate steps to correct these deficiencies.

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

The Subrecipient Contractor 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.

K. *Non-Discrimination Service Delivery.*
The Subrecipient Contractor, 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, 2021, and terminate on June 30, 2022**, unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed two (2) 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 Subrecipient 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 Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient 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 Subrecipient Contractor 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 Subrecipient Contractor's default or breach of this Agreement. This Agreement may also be terminated by the Subrecipient Contractor upon thirty (30) days written notice to the Agency.

B. <u>Termination Management.</u> Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Subrecipient Contractor, the Subrecipient 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 Subrecipient Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Subrecipient 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 Subrecipient

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 Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

## 6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR.

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

1. The Subrecipient Contractor'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 Subrecipient Contractor'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 Subrecipient Contractor'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 Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor 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 Subrecipient Contractor'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 the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor 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 Subrecipient Contractor hereunder.

2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor'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 Subrecipient Contractor.

3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.

4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.

5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor 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 Subrecipient Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Subrecipient Contractor 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 SUBRECIPIENT CONTRACTOR.**
The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient Contractor, 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 Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

**9. ASSIGNMENT.**
The Subrecipient Contractor 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 Subrecipient Contractor 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 Subrecipient Contractor 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 Subrecipient Contractor agrees not to purport to bind the Agency unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

## 12. CONFIDENTIALITY.

Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor 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. Subrecipient Contractor 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 Subrecipient Contractor, 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 Subrecipient Contractor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

## 14. CONFLICT OF INTEREST.

The Subrecipient 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 or services required under the Agreement. The Subrecipient Contractor 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 FOR VIOLATION OF LAW.

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, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**19. WORKERS COMPENSATION.**
The Subrecipient Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Subrecipient Contractor 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 Subrecipient Contractor 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 Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor 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 Subrecipient Contractor shall attempt to resolve all disputes with participants by negotiation good faith and with such mediators as may be acceptable to the parties involved. The Subrecipient Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Subrecipient 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 Subrecipient Contractor 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 Subrecipient Contractor and the Subrecipient Contractor hereby agrees to be bound by said resolution.

5. Failure of the Subrecipient 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.

## 23. PARTICIPANT GRIEVANCE.

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

## 24. KEY PERSONNEL.

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

1. Program Director
2. Financial Manager

The Subrecipient Contractor 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
Crystal L. Sanchez
3900 Paseo Del Sol
Santa Fe, NM 87507

**City of Alamogordo:**
**Alamo Senior Center**
**Magdalena Morales**
**2201 Puerto Rico Avenue**
**Alamogordo, NM 88310**

## 28. INSURANCE.

The Subrecipient Contractor 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 Subrecipient Contractor 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 Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor 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 Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor 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, 2021.

| | |
|---|---|
| City of Alamogordo | NCNMEDD Non-Metro Area Agency on Aging |
| *Legal Name of Subrecipient Contractor* | *Name of Area Agency on Aging* |
| | Monica Abeita |
| *Signature* | *Signature* |
| Brian Cesar, City Manager | Monica Abeita, Executive Director |
| *Printed/Typed Name of Signatory* | *Printed/Typed Name of Signatory* |
| | July 1, 2021 |
| *Date* | *Date* |

# AGENDA REPORT
## CITY OF ALAMOGORDO
## CITY COMMISSION

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**Meeting Date:** 8/10/2021 **Report Date:** 8/5/2021 **Report No:** 9.

**Submitted By:** Rachel Hughs

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**Subject:** Consider, and act upon, reinstating the Records & Archives Clerk position that was laid off in May 2020 due to COVID-19, as a full-time position. *(Rachel Hughs, City Clerk)*

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**Fiscal Impact:** $44,674.23
Amount Budgeted: $0.00
Fund: 011-2001-411.20-02

Additional Fiscal Impact:

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**Recommendation:** Approve the full-time position.

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**Background:**

The Records & Archives position within the City Clerk's department was laid off due to the COVID-19 cuts. This position is desperately needed back as full-time, in order to properly maintain and archive City records.

# Proposed City Clerk Personnel

Rachel Hughs, City Clerk

# Necessary Personnel Changes

- Full–time Records & Archives position
  - Part-time position of 20 hours a week was laid off in May of 2020 due to COVID-19 cuts
    - Records continued to be created and continued coming in, needing to be managed and archived regardless of COVID-19
  - Part-time hours for this position have never been sufficient time to keep up with the City's records

# Creation of Position

- Position was created in the 1990's
  - It was determined a Records Clerk was needed full-time due to:
    - Large amounts of records created through the normal course of City business
    - The need to keep such records accessible and properly managed
    - Set up for archival storage and destruction in the later life of records

# History of Position

- Through the years
  - Along the way, and probably due to budget cuts, this position was eliminated for a few years
    - Records piled up and lay in wait to be logged, scanned, and archived
    - It is unknown what records were unaccounted for
    - Once the position was brought back, it was reduced to part-time, and the Records & Archives Clerk had to manage incoming records while trying to catch the City up of past years

# Records Management

- The act of keeping the history of the organization's activity
  - Accountability
  - Transparency
  - Protection
  - Compliance
  - Accessibility
  - Retention
  - Disposition

# Records Management and Archives

- Records management
  - Involves the proper, immediate scanning, logging, and filing of records
  - Collection of records from various departments, their transition into archival status, and finally, through the proper destruction phase

- Archives
  - Identifying, managing, and preserving the integrity of the City's official records
  - Archives inform the future by helping us learn from the past
  - Requires following the City's retention schedule according to type of record, year of record, and date of destruction

# Life of a Record

- Record (e.g., Agreement)
  - Log Record on Excel with information containing the following
    - Number of record, type of contract, with whom, description, date entered, expiration date, special conditions, amount, where filed
      ↓
      Scan
      ↓
      Add to Questys Records Management System
      ↓
      File original in cabinet according to record type and name
      ↓
      Prepare for destruction (in this case, 4 years after expiration date of Agreement)

# Records City Clerk's Office Records

- Permanent
  - Ordinances
  - Resolutions
  - Minutes
  - Cemetery Deeds

- Retention
  - Agreements
  - Certificates of Liability
  - Request for Public Records
  - Business Registrations
  - Business Licenses
  - Special Permits
  - Correspondence
  - Boards and Committees
  - Liens
  - Travel

# Compliance of City Records

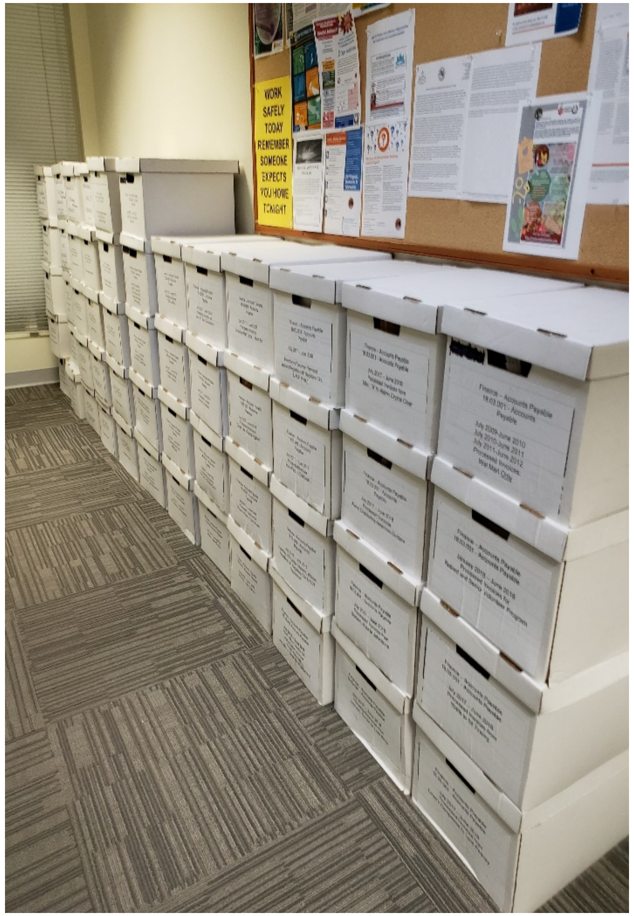
- The New Mexico Inspection of Public Records Act clearly outlines the need for accurate and efficient access to any public records held by any governmental entity. *(IPRA IV. Section 14-2-5. Purpose of Act; Declaration of Public Policy)*
- It defines a custodian as the person designated by a public body who is responsible for the public body's records, wherever they are located. *(IPRA V. Section 14-2-6. Definitions)*

- Via the Alamogordo Municipal Code of Ordinances, the Office of City Clerk is created, with many references to the Clerk being expressly charged with the supervision, control, and responsibility of all the records of the City including furnishing records. Thereby, the City Clerk is tasked with the duties of custodian of all the records of the City. *(Code 20-3-190 and 20-3-240)*

# Concerns of Not Having Position

- The City is vulnerable to litigation
- Excessive amount of time wasted sorting through piles of records
- A backlog of records not properly recorded and not accessible to anyone – not even to the City Clerk's office
- Filing cabinets within the department are in dire need of inactive records being removed and sent to archives
- Departmental boxes for archiving remain in hallways longer
- Other City Clerk Staff are taken away from their core duties to add relief for the absence of this position
- Hundreds of boxes stored in archives need to have the retention changed to follow the New Mexico Municipal Retention Schedule adopted in 2020

# Records Waiting to be Archived or Retention Change

# Budget Impact

- Total cost yearly with full benefits $44,674.23
  - $12.51 an hour

# Commission Action Requested

- Approval of full-time Records & Archives position
  - Records Management and Archiving is such an integral and needed function for any governmental body
  - It is incumbent upon the City to reinstate the Records & Archives Clerk position full-time and begin the overdue and interminable process of getting the backlog of records up to date and keep them that way

Thank you for your consideration.

Questions?

# AGENDA REPORT
## CITY OF ALAMOGORDO
## CITY COMMISSION

**Meeting Date:** 8/10/2021 **Report Date:** 8/3/2021 **Report No:** 10.

**Submitted By:** Petria Bengoechea

**Subject:** Consider, and act upon, first publication of Ordinance 1636, an ordinance creating Chapter 34 in the Alamogordo Code of Ordinances concerning Marijuana. *(Petria Bengoechea, City Attorney*) **(Roll Call Vote Required)**

**Fiscal Impact:**
Amount Budgeted:
Fund:

Additional Fiscal Impact:

**Recommendation:**

**Background:** Ordinance 1636 restricts where marijuana can be consumed, and where shops selling marijuana may be placed within City limits. The regulations mirror the regulations that we have for alcohol, except that it forbids the consumption of marijuana on City property or in open spaces.

Pursuant to the Cannabis Control Act passed in the 2021 Special Session, adult use cannabis in New Mexico has been legalized, but there are restrictions on what a local jurisdiction can and cannot do.

A local jurisdiction can adopt rules to reasonably limit the density of cannabis license and the operating times of cannabis businesses, and can restrict access to a cannabis consumption area to people who are 21 years of age or older, and require that any cannabis establishment that provides a consumption area be located a certain distance away from any schools or daycares.

The legislation specifically prohibits local jurisdictions from:
a. preventing people who are property licensed from transporting cannabis products on public roads,
b. completely prohibiting the operation of a cannabis license,
c. prohibiting or limiting signage identifying a business as a cannabis establishment if its attached to or located on the business premises
d. require a cannabis establishment or a consumption area be located more than 300 feet from a school or daycare that existed when the establishment was licensed,
e. require an existing cannabis licensee to relocate to a new premises, or
f. prohibit an adult New Mexican from producing homegrown cannabis.

# ORDINANCE NO. 1636

# AN ORDINANCE CREATING CHAPTER 34 IN THE ALAMOGORDO CODE OF ORDINANCES CONCERNING MARIJUANA

**WHEREAS**, the New Mexico Legislature Legalized Marijuana through the Cannabis Regulation Act during the 2021 Special Session;

**WHEREAS**, the City Commission of the City of Alamogordo wishes to make such reasonable regulations concerning proximity of businesses selling cannabis to schools; and

**WHEREAS**, the City Commission of the City of Alamogordo wishes to make such reasonable regulations concerning where cannabis can be used within City limits in order to protect the public's health safety and welfare;

**THEREFORE, BE IT ORDAINED** by the City Commission of the City of Alamogordo that a new Chapter be added to the *Code of Ordinances* as follows:

**CHAPTER 34**

**ARTICLE 34-01. MARIJUANA**

**34-01-010. Definitions.**

The words and phrases below, wherever used in this article, shall be construed as defined in this section unless, clearly from the context, a different meaning is intended. Words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

A. "Consume," "Consuming," and "Consumption" mean the act of ingesting, inhaling or otherwise introducing marijuana into the human body.

B. "Consumer" means an individual who is at least twenty-one years of age and who purchases marijuana or marijuana products.

C. "Cultivate" and "Cultivation" mean to propagate, breed, grow, prepare and package marijuana.

D. "Department" means the State of New Mexico Department of Health Services or its successor agency.

E. "Manufacture" and "Manufacturing" means to compound, blend, extract, infuse or otherwise make or prepare a marijuana product.

F. "Marijuana"

1. Means all parts of the plant of the genus cannabis, whether growing or not, as well as the seeds from the plant, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture or preparation of the plant or its seeds or resin.
2. Includes cannabis as defined in N.M.R.S. §26-2B-4, §26-2B-53. Does not include industrial hemp, the fiber produced from the stalks of the plant of the genus cannabis, oil or cake made from the seeds of the plant, sterilized seeds of the marijuana to prepare topical or oral administrations, food, drink or other products.

G. "Marijuana Establishment" means an entity licensed by the Department to operate all of the following:

1. A single retail location at which the licensee may sell marijuana and marijuana products to consumers, cultivate marijuana and manufacture marijuana products.
2. A single off-site cultivation location at which the licensee may cultivate marijuana, process marijuana and manufacture marijuana products, but from which marijuana and marijuana products may not be transferred or sold to consumers.
3. A single off-site location at which the licensee may manufacture marijuana and marijuana products and package and store marijuana and marijuana products, but from which marijuana and marijuana products may not be transferred or sold to consumers.

H. "Marijuana Products" means marijuana concentrate and products that are composed of marijuana and other ingredients and that are intended for use or consumption, including edible products, ointments, and tinctures.

I. "Marijuana Testing Facility" means the Department or another entity that is licensed by the Department to analyze the potency of marijuana and test marijuana for harmful contaminants.

J. "Open Space" means a public park, public sidewalk, public walkway or public pedestrian thoroughfare.

K. "Person" means an individual, partnership, corporation, association, or any other entity of whatever kind or nature.

L. "Process" and "Processing" means to harvest, dry, cure, trim or separate parts of the marijuana plant.

M. "Public Place" has the same meaning prescribed in the Dee Johnson Clean Indoor Air Act, N.M.R.S. §24-16-3.

N. "Smoke" means to inhale, exhale, burn, carry or possess any lighted marijuana or lighted marijuana products, whether natural or synthetic.

**34-01-020. Building, Operating, and Zoning requirements.**

A. No marijuana shall be sold or delivered by any marijuana dispenser, retailer, or grower except in areas, buildings and/or rooms open to the general public. No closed or curtained booths shall be permitted in any establishment or public place licensed under this chapter.

B. No person under 21 years of age may enter an establishment where the sale, cultivation or consumption of marijuana may occur.

C. No license shall be issued by the City for the sale or distribution of marijuana, marijuana products, or a marijuana testing facility that is within three hundred (300) feet of any church or school. Businesses operating in violation of this before September 1, 2021 will be granted an exception to this rule.

    a. A license may be granted for a proposed licensed premises if the owner or lessee has, prior to establishment of a church or school located within three hundred feet of the proposed licensed premises, applied for, been granted and maintained a valid building permit for the construction or renovation of the proposed licensed premises and has filed on a form prescribed by the Clerk a notice of intention to apply for transfer of a license to the proposed licensed premises. For the purposes of this section, all measurements taken in order to determine the location of licensed premises in relation to churches or schools shall BE THE STRAIGHT LINE DISTANCE FROM THE PROPERTY LINE OF THE LICENSED PREMISES TO THE PROPERTY LINE OF THE CHURCH OR SCHOOL. This provision shall not apply to any church that has been designated as an historical site by the cultural properties review committee and which does not have a regular congregation.

D. All marijuana establishments licensed to sell at retail marijuana products or to allow consumption of marijuana on their premises must follow the hours prescribed for alcohol sales and consumption in the Liquor Control Act.

**34-01-050. Marijuana consumption in public places.**

A. The use, sale, cultivation, manufacture, production, storage or distribution of marijuana or marijuana products is prohibited on property that is occupied, owned, controlled, or operated by the City of Alamogordo.

B. It is unlawful for an individual to smoke marijuana or to consume marijuana products on property that is occupied, owned, controlled or operated by the City of Alamogordo.

C. It shall be unlawful for anyone to smoke or to consume any marijuana of any kind, whether lawfully purchased or not, in any public place or in any street or in any government building, whether state or federal, or in any other public place except establishments having a license to dispense marijuana.

D. It its unlawful for an individual to smoke marijuana or consume marijuana products in any open space in the City of Alamogordo.

**34-01-060. Selling of marijuana in public places.**

(a) Selling of marijuana in public places consists of selling, serving, furnishing or permitting the smoking or consumption of marijuana in any public place or private club, or key club, whether operated for profit or not, except establishments having a license to dispense marijuana by the owner, operator, lessee or proprietor thereof.

(b) For purposes of this chapter, "public place" shall mean: an area, whether enclosed or open, held out for use by the public and to which the public is invited, or in which the public is permitted, whether owned or operated by public or private interests.

**34-01-080. Lighting required.**

All persons holding licenses for the sale of marijuana as retailers or dispensers shall keep all parts of the lots on which the licensed premises are situated, and the streets or alleys immediately adjacent to such places or buildings, well lighted during the hours when marijuana is being sold or served on such premises.

## ARTICLE 34-02. MARIJUANA DISPENSERS LICENSE

**34-02-010. Required.**

The sale and possession for the purpose of selling, and the offering for sale of marijuana is hereby prohibited except by persons duly licensed within the area and upon the conditions specified in this chapter and other applicable provisions of this Code.

**34-02-020. Application.**

Applications for a license to sell marijuana within the city shall be made to the clerk on a form prescribed by the clerk. Each application shall include a copy of the application to the state department of cannabis control and shall be accompanied by a fee of fifty dollars ($50.00) to cover the expense of investigations. Upon receipt of the application, the clerk shall determine if preliminary approval of the issuance or transfer of the license has been made pursuant to the Cannabis Control Act. Upon determining that such preliminary approval has been made, the clerk shall set the application for hearing. An investigation shall be made of the applicant, the matters stated in the application, and for compliance by the applicant and the proposed location of the licensed premises for compliance with all applicable codes.

**34-02-030. License Fee.**

The fee for licenses to sell marijuana is as follows:

| | |
|---|---|
| Retailer's/Dispensers license, per annum: | $250.00 |
| Growers license, per annum: | $250.00 |

All licenses shall be issued for the period July 1 to the following June 30. The license fee shall not be refunded or prorated. The above does not business registration fees.

**<u>34-02-040. Revocation.</u>**

The city commission may, by a majority vote of all members elected, revoke any and all licenses for the sale of marijuana for the violation of any of the provisions of this chapter, after a public hearing and upon five (5) days' notice thereof.

**ARTICLE 34-03. VIOLATIONS**

**<u>34-03-010. Penalties.</u>**

Violation of any of the sections in this chapter shall be a misdemeanor punishable by up to five hundred dollars ($500.00) per day and up to six (6) months in jail per day of each violation.

**PASSED, APPROVED AND ADOPTED** this _______ day of ____________, 2021.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: ___________________________________
Richard A. Boss, Mayor

ATTEST:

______________________________
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

________________________________
Petria Bengoechea, City Attorney

# AGENDA REPORT
## CITY OF ALAMOGORDO
## CITY COMMISSION

**Meeting Date:** 8/10/2021 **Report Date:** 8/3/2021 **Report No:** 11.

**Submitted By:** Richard Boss

**Subject:** Consider, and act upon, providing direction to City Staff on incentives for new businesses. *(Richard Boss, Mayor)*

**Fiscal Impact:**
Amount Budgeted:
Fund:

Additional Fiscal Impact:

**Recommendation:**

**Background:**

# AGENDA REPORT
## CITY OF ALAMOGORDO
## CITY COMMISSION

**Meeting Date:** 8/10/2021 **Report Date:** 8/3/2021 **Report No:** 12.

**Submitted By:** Joshua Rardin

**Subject:** Consider, and act upon, providing direction to City of Alamogordo staff considering the composition of a letter to the Alamogordo Public School Board from the Alamogordo City Commission regarding gender and participation in school sports, the teaching of critical race theory, mask requirements in public schools, and Covid-19 vaccinations in the public schools. *(Joshua Rardin, City Commissioner District 4*)

**Fiscal Impact:**
Amount Budgeted:
Fund:

Additional Fiscal Impact:

**Recommendation:**

**Background:** Commissioner Rardin asked that this be placed on the agenda and has provided the two attachments for consideration with this item.

**ALAMOGORDO PUBLIC SCHOOLS**

**RESOLUTION 2021-**

**A RESOLUTION**

**RELATING TO SPORTS; SUPPORTING WOMEN'S SPORTS PROTECTION LAWS; AND SUPPORTING THE DESIGNATION OF ATHLETIC TEAMS BASED ON BIOLOGICAL SEX**

**WHEREAS**, there are only two biological sexes: male and female; and

**WHEREAS**, a person's sex is determined at fertilization and revealed in utero or at birth; and

**WHEREAS**, biological differences between males and females are genetically determined; and

**WHEREAS**, males and females have characteristic anatomical differences and distinct body types; and

**WHEREAS**, the United States Supreme Court has stated that there are "inherent differences between men and women" and these differences "remain cause for celebration, but not for denigration of members of either sex or for artificial constraints on an individual's opportunity". *United States v. Virginia*, 518 U.S. 515, 533 (1966); and

**WHEREAS**, studies have found that boys have typically scored higher on tests of endurance, speed and strength than females; and

**WHEREAS**, in addition, studies have found that relative to females, males have larger body sizes, more skeletal muscle mass, lower body fat percentages and higher delivery of anaerobic and aerobic energy; and

**WHEREAS**, science reveals that men have higher natural levels of testosterone, which result in higher speed and power during physical activity. This leads to a sports performance gap between males and females; and

**WHEREAS**, courts have recognized that the inherent, physiological differences between males and females result in different athletic capabilities. In *Kleczek v. Rhode Island Interscholastic League, Inc.* 612 A.2d 734, 738 (R.I. 1992), it was recognized that, "because of innate physiological differences, boys and girls are not similarly situated as in athletic competition". In *Petrie v. Illinois High School Association*, 394 N.E.2d 855, 861 (Ill. App. Ct. 1979), it was recognized that high school boys [generally possess physiological advantages] over their girl counterparts" and that those advantages give them an unfair lead over girls in some sports, like high school 'track'"; and

**WHEREAS**, studies have shown that the benefits of natural testosterone provided to male athletes are not diminished through the use of testosterone suppression; and

**WHEREAS**, maintaining separate sex-specific teams supports efforts to promote sex equality by providing opportunities for female athletes to demonstrate their skill, strength and athletic abilities while also providing them with opportunities to obtain recognition, accolades, college scholarships and numerous other long-term benefits that flow from success in athletic endeavors.

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF EDUCATION OF THE ALAMOGORDO PUBLIC SCHOOLS SUPPORTS the designation of athletic teams in public schools based on biological sex as any of the following:**

**(1) male, men's or boys' teams;**

**(2) female, women's or girls' teams; or**

**(3) coed teams.**

**BE IT FURTHER RESOLOVED that the Board of Education of Alamogordo Public Schools supports the protection of girls by prohibiting the participation by students of the biological male sex on an athletic team designated for females, women or girls.**

**COUNTY OF LINCOLN**
**RESOLUTION No. 2020-51**
**A RESOLUTION AFFIRMING OUR RESOLUTE OPPOSITION TO THE PROMOTION OF RACE OR SEX STEREOTYPING OR SCAPEGOATING AND CONDEMNING THE USE OF DIVISIVE CONCEPTS AND THEORIES THAT PROPAGATE SUCH STEREOTYPING AND SCAPEGOATING.**

**WHEREAS**, the Declaration of Independence, adopted on July 4,1776, by the Second Continental Congress, affirms that "We hold these truths to be self-evident, that all men are created equal"; and

**WHEREAS**, the Gettysburg Address, delivered by President Abraham Lincoln on November 19, 1863, confirms that "Four score and seven years ago our fathers brought forth on this continent, a new nation, conceived in Liberty, and dedicated to the proposition that all men are created equal"; and

**WHEREAS**, the 14th Amendment of the Constitution of the United States, ratified on July 9, 1868, decrees that "No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws"; and

**WHEREAS**, critical race theory and related ideologies propagate divisive and untrue concepts that teach one race or sex is inherently superior to another and that individuals of one race or sex are inherently superior to another and that individuals of one race or sex should be deprived of basic rights simply because of their race or sex; and

**WHEREAS**, it is contrary to the laws of God and nature that an individual's moral character is necessarily determined by his or her race or sex and that individuals should thus be discriminated against in the classroom, the workplace or any public forum or place.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Lincoln County, New Mexico, affirms its resolute opposition to the promotion of race or sex stereotyping or scapegoating and condemn the use of divisive concepts and theories that propagate such stereotyping and scapegoating.

**PASSED, APPROVED AND ADOPTED** this 25th day of June 2021.

**BOARD OF COUNTY COMMISSIONERS**
**LINCOLN COUNTY, NEW MEXICO**

______________________________ ______________________________
**Thomas F. Stewart, Chairman Dr. Lynn Willard, Vice-Chairman**

______________________________ ______________________________
**Elaine Allen, Member Jon Crunk, Member**

______________________________
**Todd Proctor, Member**

**ATTEST:**

______________________________
**Whitney Whittaker, Clerk**

# AGENDA REPORT
## CITY OF ALAMOGORDO
## CITY COMMISSION

**Meeting Date:** 8/10/2021 **Report Date:** 8/5/2021 **Report No:** 13.

**Submitted By:** Teresa Gutierrez

**Subject:** Appointments to Boards and Committees. *(Richard Boss, Mayor)*

**Fiscal Impact:**
Amount Budgeted:
Fund:

Additional Fiscal Impact:

**Recommendation:** One appointment to the Airport Zoning Board and one appointment to the Mayor's Committee on Aging.

**Background:**

**Airport Zoning Board** - One (1) vacancy due to the resignation of Nicole Maxell.
The following individual is interested in being appointed:
Randel Wilson - if appointed, this will be his first term.

**Alamogordo Public Library Board** - Two (2) vacancies.
No applications received.

**Mayor's Committee on Aging** - Two (2) vacancies due to the resignation of Alan Kuchinsky, and the expiring term of Rosanna Heath.
The following individual is interested in being reappointed:
Rosanna Heath - if reappointed, this will be her second term.

**Senior Volunteer Programs Advisory Council** - One (1) vacancy due to the expiring term of Michael Groves.
No applications received.

If anyone is interested in serving on a board or committee, you may apply with the City Clerk's office, or online at the City's website.

*PLEASE COMPLETE THE FOLLOWING INFORMATION AND RETURN TO:*

*tgutierrez@ci.alamogordo.nm.us*

Or mail to: *Teresa Y. Gutierrez*
*Deputy City Clerk*
*City of Alamogordo*
*1376 E. Ninth Street*
*Alamogordo, NM 88310*

## ***Mayor's Committee on Aging***

☑ *Yes, I am interested in reappointment.*

☐ *No, I am no longer interested in serving on this Board.*

Printed Name: ROSANNA Heath

Home Phone: ______ Work Phone: ______

Cell Phone: 575 910 5413

E-mail address: rosheath2@Yahoo.com

Physical Address: #12 High Mesa Dr. Alamogordo 88310

Is the above address within City limits? Yes ____ No ✓

Mailing Address: PO Box 1143 So Eng NM 88337

Present Employer: None Job Title: ______

Are you related to anyone who is presently employed by the City of Alamogordo?

Yes ____ No ✓ If so, what is their relation to you? ______

Are you related to any Elected Official of the City of Alamogordo?

Yes ____ No ✓ If so, what is their relation to you? ______

Please indicate your interest in continuing to serve on this Board/Committee:

Im interest for the Alamo. Seniors, As What City can do for Senior and The Sr. Center

[signature]
Signature

8-4-21
Date

RECEIVED
JAN 02 2020
CITY CLERK

# *City of Alamogordo*
## APPLICATION TO SERVE ON A CITY BOARD/COMMITTEE

Name: RANDEL Y. WILSON

Home Phone: Cell Work Phone: Cell

Cell Phone: 575-442-3891 Fax No: ____

e-mail address: ryw3@yahoo.com

Physical Address: 2451 WYATT WAY

Is the above address within City limits? Yes ✓ No ____

Mailing Address: Same as Residence

Present Employer: Retired USAA Job Title: ____

Board/Committee you wish to serve on:

First choice: ZONING

Second choice: Advisory

Are you related to anyone who is presently employed by the City of Alamogordo:

Yes ____ No ✓ If so, what is their relation to you? ____

Are you related to any Elected Official of the City of Alamogordo?

Yes ____ No ✓ If so, what is their relation to you? ____

Experience and education relating to the Board/Committee:

Former appointee to Advisory Board 2008 – had later moved back to Texas; now back to Alamo in New Home – BBA - Marketing – Southern Methodist Univ (SMU) Dallas Tx
Vet – USCG – also background in finance, banking while at USAA – San Antonio, Tx

Please indicate your interest in serving on a City Board/ Committee:

Hold Pvt Pilot License – SEL
To help Airport grow and modernize into next decade
Flown throughout 5 state area in my own plane

Please return completed application to: City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (575)439-~~4205~~ 4100
FAX: (575)439-4396