Alamogordo City Commission

NOTICE OF MEETING

Regular Meeting Agenda

July 11, 2017 - 6:30 PM
City Hall, City Commission Chambers
1376 E. Ninth St.

Richard Boss .... Mayor
Al Hernandez .... Mayor Pro-Tem, District 5
Jason Baldwin .... District 1
Nadia Sikes ....District 2
Susan Payne ....District 3
Jenny Turnbull ....District 4
Erica Martin .... District 6

Maggie Paluch .... Acting City Manager
Lauren Truitt ....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 575-439-4205.

CALL TO ORDER & ROLL CALL

Announce the presence of a Quorum.

INVOCATION & PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. Presentation of Community Public Relations (PR) campaign and Alamogordo Welcome signs. *(Mike Espiritu, OCEDC President and CEO)*

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 Comment.

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 June 27, 2017 Regular meeting. *(Rachel Hughs, City Clerk)*

3. Consider, and act upon, Ordinance No. 1538 amending Section 24-01-150 of the Code of Ordinances regarding penalty assessment misdemeanors. *(Petria Schreiber, Assistant City Attorney)* **(Roll Call Required)**

4. Consider, and act upon, Resolution No. 2017-20 adopting an Infrastructure Capital Improvement Plan (ICIP) and identifying the top five (5) recommendations projects for Fiscal Years 2019-2023. *(Sue Ashe, Accountant)* **(Roll Call Required)**

5. Consider and approve the New Mexico Department of Tourism New Mexico Clean and Beautiful Litter Control and Beautification grant contract for FY2017-2018.

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

6. Consider, and act upon, approval of an Agreement with the NM Economic Development District, Non-Metro Area Agency on Aging (NMAAA) for the Nutrition Service Incentive Program (NSIP). *(Veronica Ortega, Community Services Director)*

7. Consider, and act upon, grant funding from the Non Metro Area Agency on Aging FY 18 contract for Direct Purchase of Services for senior programs. *(Veronica Ortega, Community Services Director)*

8. Discussion and possible direction on ban of fireworks within city limits. *(Nadia Sikes, Commissioner)*

9. Discussion and possible action on Alamogordo Welcome signs. *(Maggie Paluch, Acting City Manager)*

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

EXECUTIVE SESSION (Roll Call Vote Required)

11. Adjourn into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss Pending litigation, Wendy Irby v. Galea, et al. and Frank and Judy Medieros.

ADJOURNMENT

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 07/11/2017 **Report Date:** 07/07/2017 **Report No:** 1.

Submitted By:

Subject: Presentation of Community Public Relations (PR) campaign and Alamogordo Welcome signs.
(Mike Espiritu, OCEDC President and CEO)

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation:

Background:

Presentation by Mike Espiritu, OCEDC President and CEO on Community PR campaign and welcome signs.

City of Alamogordo City Commission Meeting

AGENDA REQUEST FORM

Date: 7/3/17

Date of Meeting: July 11, 2017

Name: Mike Espiritu – OCEDC

Address: 1301 N. White Sands Blvd.

Alamogordo NM ZIP 88310

Phone Number: 575-434-5882 / 575-437-6120

E-Mail Address: ocedc@alamogordo.com

Item requested will be for: (Please check one)

[X] Information only [ ] Action Item [ ] Discussion/Action

[ ] Public Hearing [ ] Report [ ] Other: ____________

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

Presentation on PR campaign and Alamogordo Welcome Signs.

Signature: ____________

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

Phone: (575) 439-4205 **Fax:** (575) 439-4396 **E-mail:** rhughs@ci.alamogordo.nm.us

Revised 2/8/2017

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 07/11/2017 **Report Date:** 07/07/2017 **Report No:** 2.

Submitted By: Rachel Hughs

Subject: Approve the minutes for the June 27, 2017 Regular meeting. *(Rachel Hughs, City Clerk)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation:

Approve the minutes.

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
June 27, 2017

RICHARD BOSS, MAYOR	**AL HERNANDEZ, MAYOR PRO-TEM**
JASON BALDWIN, COMMISSIONER	**ERICA MARTIN, COMMISSIONER**
NADIA SIKES, COMMISSIONER	**MAGGIE PALUCH, ACTING CITY MANAGER**
JENNY TURNBULL, COMMISSIONER	**PETRIA SCHREIBER, ASSISTANT CITY ATTORNEY**
SUSAN PAYNE, COMMISSIONER	**RACHEL HUGHS, CITY CLERK**

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

Mayor Boss called the meeting to order at 6:30 p.m. Roll Call was taken by the City Clerk. Clerk Hughs announced there was a quorum present. Invocation was given by Pastor Bill Heithold and the Pledge of Allegiance was led by Commission Turnbull.

APPROVAL OF AGENDA

Mayor Pro-Tem Hernandez moved to approve the agenda.
Commissioner Turnbull seconded the motion. Motion carried with a vote of 7-0-0.

PRESENTATIONS

1. Presentation of Parks & Recreation Advisory Board. *(Ray Vincent, Chairman of the Board)*

Chairman Ray Vincent spoke on behalf of the Parks and Recreation Advisory Board. He discussed the purpose of the Board. He said the Board is comprised of seven members, appointed by the Commission, two members are Alamogordo Public Schools representatives and one of those is automatically the Athletic Director. He announced current members of the Board as: Dale Lindley, Jerrett Perry, Paul Sanchez, Jerry Lott, Rita Robuck and currently they have one vacancy. He briefly discussed some recommendations and accomplishments. The Parks and Recreation Advisory Board meets quarterly on the second Wednesday, one coming up in July, at 6:00 p.m. at the Family Recreation Center. These meeting are always open to the public. (See Power Point in Blue Book)

PUBLIC COMMENT

Michael Shyne commented on the following:
He spoke on the billboards in the City on White Sands Blvd. and on the Relief Route. He asked the Commission to do a careful analysis of banning new billboards in Alamogordo and giving existing billboards a specific life. He discussed property rights issues and said these billboards are working against what our White Sands Beautification Committee is trying to achieve.

CITY MANAGER'S REPORT

Acting City Manager Paluch made the following remarks:
1. She said City staff is still in negotiations with Union Pacific Railroad regarding the requirements for the extension of Scenic Drive out to Mesa Village. The current request from the railroad would require the City to close the crossing at 8th Street, and in addition we would be required to fence both sides of the railroad tracks at 10th Street to 600 feet to the north, and extend the median, at the Walgreens property, to the west to prevent traffic from making a left turn. These are still preliminary discussions.
2. She said the Infrastructure Capital Improvement Plan (ICIP) public hearing will be held June 28, 2017 at 4:00 p.m. in the multi-purpose room in the Library. The top three planned projects

recommended by staff are $625,000 for a new fire truck, $100,000 for police patrol vehicles and $240,000 for playground shade structures. The public hearing is held for residents to comment on these projects. This is for possible State funding, and there is no guarantee the State of New Mexico will fund these projects.
3. She showed some pictures of two dogs available at Animal Control. She gave information on Loki, a one year old blue heeler mix and his adoption fee is $53.65. The second dog is Popi, a one year old pit mix and his adoption fee is $12.53. She said in May, Animal Control's out the door rate was 90 percent, almost considered to be a no kill shelter.
4. She said the City is taking blight very seriously. The Commission asked staff to identify other properties that could be designated as dilapidated. Chief LeClair brought to our attention that the property located at 508 Maryland. This property was foreclosed on by the City in 2015, however previous City staff did not update City or County records, so current staff did not know that we owned this property. Staff is currently obtaining a task order for asbestos and lead abatement. The test may be required before we can apply for a demolition permit to remove the structure. The Finance staff identified a small allocation of funds in the designated gift fund from a citizen that donated this money for blight removal. After the structure is removed, the Commission will see the land come before them for sale. Fire Chief LeClair has presented a list, to my office and the legal office, of all the properties that were designated as dilapidated. The City Commission will see that list on Friday.
5. The City's 4th of July parade will be held on Saturday July 1, 2017 at 10:00 a.m. starting at the Recreation Center and ending on New York Avenue. The theme is What Makes America Great Again. On July 4, 2017 the Fireworks display will be at the Space Museum. The parking lots at NMSU-A will be closed to the public.
6. She congratulated City Attorney Lauren Truitt on the arrival of her newborn baby.

REMARKS AND INQUIRIES BY THE CITY COMMISSION

Mayor Pro-Tem Hernandez made the following comments:
He thought they should really consider Michael Shyne's request. He added that the hospital parking lot will be closed for the Fourth of July fireworks display.

CONSENT AGENDA

2. Approve the minutes for the June 13, 2017 Regular meeting. *(Rachel Hughs, City Clerk)*

3. Consider, and act upon, award of Public Works Bid No. 2017007, Reroof Alamogordo Civic Center, to SRI of New Mexico, LLC in the amount of $113,423.76, including NMGRT. *(Bob Johnson, Engineering Manager*)

4. Consider and act upon Airport annual maintenance grant from the state. Grant is 90/10 $10,000 state $1,000 city match. (*Jim Talbert Airport Manager*)

5. Consider, and act upon, the approval of Resolution No. 2017-17 requesting written approval from the Local Government Division of the Department of Finance & Administration, State of New Mexico for the revised budget figures computed as of June 27, 2017. *(Kathy Gilsdorf, Budget Analyst)* (Roll Call Vote Required)

6. Consider, and act upon, Resolution 2017-18 requesting the approval of HUD Form 52574 PHA Board Resolution Approving Operating Budget for the Fiscal Year 2018 budget *(Evelyn Huff, Housing Authority Manager)* (Roll Call Vote Required)

7. Consider, and act upon, Resolution No. 2017-19 supporting the New Mexico Department of Tourism Litter Control and Beautification grant for Keep Alamogordo Beautiful (KAB). *(Veronica Ortega, Community Services Director)* (Roll Call Vote Required)

Mayor Boss asked to remove Item # 6 from the Consent Calendar.

Mayor Pro-Tem Hernandez asked to remove Item #3 from the Consent Calendar.

Mayor Pro-Tem Hernandez moved to approve items 2, 4, 5, and 7 of the consent calendar.
Commissioner Baldwin seconded the motion.
Roll call was taken for items No. 5 & 7
Motion carried with a vote of 7-0-0.

ITEMS REMOVED FROM CONSENT AGENDA

3. Consider, and act upon, award of Public Works Bid No. 2017-007, Reroof Alamogordo Civic Center, to SRI of New Mexico, LLC in the amount of $113,423.76, including NMGRT. *(Bob Johnson, Engineering Manager*)

Engineering Manager Johnson said this project is to remove all the existing roofing system on the Civic Center, because it does leak. This is just for the lower side of the Civic Center and will not affect the metal round roof. He gave details of what was going to be removed and replaced.

Mayor Pro-Tem Hernandez asked questions about the roofing system and said he is seeing failures in some of the roofs he has installed. He said the companies that were used are either out of business or will not warranty the product. He asked if this is a 15 or 20 year roof. Engineering Manager Johnson said it is a 20 year roof. Mayor Pro-Tem Hernandez said he has seen a lot of failures because of our UV that we have here. He asked Engineering Manager Johnson if they have seen any failures in the ones they have now, he replied no. Mayor Pro-Tem Hernandez asked how old they are, which one is your oldest. Engineering Manager Johnson said City Hall is the oldest one and it is about seven or eight years old. We have not had any significant leaks in this building. We have had a wide variety of different contractors do roofs on our buildings, and we've had no failures. Mayor Pro-Tem Hernandez said all three of his are showing failures and they are all 15 or 20 year roofs. Engineering Manager Johnson said the contractor is directly responsible for the warranty of the roof, after 2 years we have to go to the manufacturer. Every TPO system that has been installed on our buildings has been a Firestone product. Mayor Pro-Tem Hernandez said his duralast roofs are the ones that are failing.

Mayor Pro-Tem Hernandez asked what brand they are proposing. Engineering Manager Johnson said we don't know, we listed six to eight different manufacturers. It just happens, that all the previous roofs have used the firestone product. Mayor Pro-Tem Hernandez verified that the product is TPO and not rubber. Engineering Manager Johnson confirmed that the product is TPO. Mayor Boss asked if the TPO better than the rubber roof. Mayor Pro-Tem Hernandez said it depends. He is seeing failures in his rubber roofs as well. Engineering Manager Johnson said they do not install rubber roofs. Mayor Boss asked if this company has done work for us before. Engineering Manager Johnson said no. Mayor Boss asked how long they have been in business. Engineering Manager Johnson said about 20 years. They are currently mobilized at Holloman doing quite a bit of work out there. If they can satisfy federal requirements, they can definitely meet ours. Mayor Pro-Tem Hernandez said every manufacturer will back their systems up and for this cost, it is probably the best way you can spend your money.

Mayor Pro-Tem Hernandez moved to approve.
Commissioner Turnbull seconded the motion.
Motion carried with a vote of 7-0-0.

6. Consider, and act upon, Resolution 2017-18 requesting the approval of HUD Form 52574 PHA Board Resolution Approving Operating Budget for the Fiscal Year 2018 budget *(Evelyn Huff, Housing Authority Manager)* (Roll Call Vote Required)

Housing Authority Manager Huff said there was a correction on one of the forms. On the HUD Form 52574, the Resolution number is listed 2018-17 and should have been Resolution 2017-18. The corrected form has been submitted to the City Clerk's Office.

Mayor Pro-Tem Hernandez moved to approve.
Commissioner Martin seconded the motion.
Roll call vote was taken.
Motion carried with a vote of 7-0-0.

NEW BUSINESS

8. Consider, and act upon, Kid's Kingdom Rebuild Proposals. *(Veronica Ortega, Community Services Director)*

Acting City Manager Paluch said there is two options for the Kids Kingdom rebuild. The insurance payout for Kids Kingdom was $448,484. Both options are more than the money received from the insurance company. A portion of the bond refinancing that was originally allocated for the natatorium will be used to fund the rebuild.

Finance Director Hall explained on July 1, 2016 we did refinance our Gross Receipts Tax Revenue bonds in the amount of $6,870,000. Those bonds were refinanced as a loan. That loan was used to pay off the old bond, our Bond Council and our Financial Advisors. There was also money allocated for flood control, and the remaining $2,075,731 is for the natatorium project. This loan is a reimbursable loan, meaning we payoff the expense and then we request reimbursement from the New Mexico Finance Authority. We did have one payment application on the natatorium to the Architect in the amount of $61,092. This amount has been paid and we have been reimbursed for it. This leaves a balance of the natatorium project of $2,014,640. She read the purpose and dedication of these funds, from the loan document. We can use it for other projects, but we should go through the New Mexico finance Authority to have an actual rededication of the funds created. That process would work like this: If you approve one of the options, we would then send the meeting agenda and the minutes to our Bond Council, he would then create the ordinance to rededicate those natatorium funds for a portion of Kid's Kingdom and whatever potential projects we might want to use it for. That ordinance would then come before the Commission in the first publication, and then the second publication so that we could have public comment or input, if needed. Once that ordinance has been approved by the Commission, we then take that project and the ordinance to the New Mexico Finance Authority Board meeting for their approval.

Finance Director Hall said we have three years from the date we closed on the loan, which was July 1, 2016. Our bond council could request an extension through NMFA, if needed.

Acting City Manager Paluch said with both options, you are going to see multiple projects running at the same time because of the short time frame that we have to spend that money.

Community Services Director Ortega thanked City staff who played a large role in helping to get pricing for these options. She also thanked the Community Services staff for their dedication in getting these options together for the Commission's review. She presented option one as a playground with a Splash Park. She briefly went through and described the equipment and site improvements to be included in the playground. She said the proposed Splash Park is 56,000 square feet. She described how the Splash Park would work and said the park would use potable water which would be recaptured through a recirculation system that could potentially have a recovery rate of 80 percent. This will require a Certified Pool Operator (CPO) and we currently have 3 on staff with Public Works to monitor the system. The process to keep the water clean is much like the process required in a swimming pool. We are proposing a seasonal operation from Memorial Day to Labor Day, with hours from 10:00 a.m. to 8:00 p.m. If you select this option it would require City Commission waiver of Ordinance number 28-03-033, the water conservation policy. She described the recurring operating requirements for the Splash

Park. She also said the estimated water usage would be 66,600 cubic feet per month or approximately 500,000 gallons of water. It will require a two inch meter and it would be a tier 5 charge, including sewer charges, the monthly bill would be approximately $6,600. She showed the conceptual layout and said the goal was to work around the existing trees. The estimated costs are: for the Splash Park is $525,000, for the playground is $225,000, and for site improvements is $247,000. The subtotal is 997,000 and we added a 10 percent contingency for a grand total of $1,096,700. Less the insurance recovery funds of $448,484, we would request $648,216 of the natatorium bond funds. Mayor Boss said we are estimating a half a million gallons of water a month, which would be virtually be evaporation. Community Services Director Ortega said 80 percent we would capture and about 20 percent would be evaporation. This is a guess, because it is going to depend on the bathing load, so however much bathing load is how much we backwash the water, so that always costs a lot of water in evaporation. (See Power Point in Blue Book)

Community Service Director Ortega proceeded to present option two. She showed pictures and described the playground equipment and site improvements to be included in this option. She said the estimated cost for the playground is $225,000 and for the site improvements is $247,000. The subtotal is $472,000 and a ten percent contingency of $47,200 for a grand total of $519,200. Less the insurance recovery funds of $448,484, we would request $70,716 request from the natatorium bond funds. (See Power Point in Blue Book)

Community Services Director Ortega went over all the goals of this project. She also showed other available project options which are available to be paid for by the remainder of the natatorium bond funds. She said for the playground with the Splash Park, they would be able to fund 10 of the 14 other projects and would leave a balance of $180,000. This would exclude: playground shade structures, picnic pavilions, zoo parking lot and the dog park. If option two was selected, it would fund all other projects and would leave a remaining balance of $160,077. This remaining balance could be used for other projects not shown or discussed in this presentation. (See Power Point in Blue Book)

Acting City Manager Paluch commended Community Services Director Ortega and staff for the amount of work put in. The Commission was expecting to see this sooner, but I directed Community Services Director Ortega to make sure the estimates were as accurate as possible, so that we do not find ourselves in a situation that we have been in the past. These estimates are very accurate. She thanked the entire Community Services staff. She said this evening we are looking for discussion, comments, questions and hopefully a decision that can be made for direction to the next Commission meeting on what type of projects you would like to see. Mayor Boss asked if it was just discussion for tonight and no action to be taken. Acting City Manager Paluch said no, we need for you to act upon either option 1 or option 2, or if the Commission would like to suggest a third option, they can certainly do that as well. We do need an action tonight, so that we can send the recommendation to the Bond Council so they can write a new Ordinance for your next meeting.

Commissioner Sikes asked where the $80,000 to maintain the Splash Park will come from. Acting City Manager Paluch said it would come from the general fund. Commissioner Sikes said with all of the other things that we would like to do with salary restructuring, how would that look, if anyone could predict the future. Acting City Manager Paluch said if the Commission chooses to fund the Splash Park with the recurring costs, then that would be a hit to the general fund. Moving forward, when we are talking about salary restructuring or any other projects, then those projects would suffer.

Mayor Boss asked when we had Kids Kingdom, how much did it cost to operate that park. Acting City Manager Paluch said Kids Kingdom did not cost anything to operate other than the minor maintenance that the Parks Department had to conduct on an annual basis, plus insuring that wood was oiled appropriately. The Big Give did that for us last summer, but it was a minimal cost. The material that staff is recommending would be extremely minimal to maintain. Mayor Boss said so the expense is in the Splash Park. Acting City Manager Paluch said yes, the major expense would be the water bill that we would have to pay monthly and the fact the Commission would have to approve a waiver of the water conservation Ordinance that we have.

Commissioner Payne asked how much it cost to operate the pool in the winter. Acting City Manager Paluch said that is a very difficult question to answer, because the electricity in the Recreation Center is not separated between the pool and the Recreation Center. It was very hard to estimate how much money we used to heat the pool itself. Commissioner Payne asked what the City's contribution to make up for the loss of the pool, in the winter. Acting City Manager Paluch said I believe, and asked Community Services Director Ortega to correct her if she was wrong, the estimated electricity cost in the winter for the entire facility was around $400,000. Again, that was for the whole facility and not the pool itself. Community Services Director Ortega said it was actually $61,000 that was budgeted.

Mayor Pro-Tem Hernandez said when they closed down the hospital pools, the gas bill was $5,000 a month to maintain. The electric was minimal because you just have some pumps that run on timers and the lighting. Commissioner Payne asked if it was only five months, I am just trying to figure out if it is a swap. Acting City Manager Paluch said I don't think either myself or Ms. Ortega can say it is an exact swap considering there are variables to each. If we have the Splash Park, then we have to have a CPO down at the Splash Park. It would be the same thing as operating the pool. The water cost would be there. Commissioner Payne said my point is this is not an additional expense. It might be trading an expense. I would suggest saving a little bit of money because of the salaries alone.

Community Services Director Ortega said the $400,000 she was referring to earlier was the total expenditures for five months, the winter months of the pool.

Commissioner Martin asked if they could save by cutting the hours down. Community Services Director said sure, it is hard to gauge that amount because the water is not running continuously. Acting City Manager Paluch said the Community Services Director Ortega and staff toured multiple Splash Parks in other communities and that is where the numbers come from in usage. It is still a guess on our population, and our demographics and how much they are going to use it.

Mayor Pro-Tem Hernandez asked if they considered or can they consider going back to the structure like the one they had before at Kids Kingdom. Acting City Manager Paluch said staff is not recommending another wooden structure because of the issues we had there. Kids Kingdom was something different than any other playground in Alamogordo. The staff took that idea and again wanted to provide something different that we don't already have. Mayor Pro-Tem Hernandez said there was a lot of passion on both sides when the fire happened, and afterwards. He was concerned if we do not go back to something similar.

Mayor Pro-Tem Hernandez said I like the idea of the water park, but I cannot support it in any fashion, because I can't spend this much money with all these other problems we have. I would like to do something else, maybe increase Kids Kingdom or do a community project. Acting City Manager Paluch said the only problem with having the community rebuild a playground, there are a lot of different safety regulations now, than there was in the early 1990s. You need to have people that are certified to put these things together. She said the Mayor does have a project through leadership Otero to resurrect the handprints at Kids Kingdom, and that is something we can get a lot of community support and involvement around.

Sikes said she has been looking at playgrounds and the most common place kids get hurt is at playgrounds. She said they have to be cognoscente when we build this playground. There are a lot of safety features to go into building a playground. She asked if we passed a waiver, are there unattended consequences of that, do we get anything for having a conservation plan. Acting City Manager Paluch said Public Works Director Cesar would be the person to ask this question, but I can certainly do some research. I wanted to be fully open, there is probably going to be public perception problem or questions. For example, our hotels have been denied because of the water conservation plan.

Commissioner Sikes said it also looks like, based on the numbers for our Desal Plant that every gallon produced will be going to the water park. She asked who will monitor all the security cameras. Community Services Director Ortega said Park staff. I really appreciate the projects beyond Kids Kingdom, they are really important for Alamogordo.

Commissioner Payne said she has been inundated with people that really want a splash park. I think this is a great way to change our image and become more current. As far as the playground, I am conflicted because the concept of Kids Kingdom was nice, however there were problems with that design. Although it was a great idea, there were a lot issues with it.

Mayor Boss asked Community Services Director Ortega what splash parks she visited. She said Las Cruces and El Paso. Mayor Boss asked what other communities have one. Community Services Director said Artesia, Carlsbad and Albuquerque.

Commissioner Sikes asked what kind of usage the splash pad at the Recreation Center gets. Community Services Director Ortega said it is very popular when the pool is open.

Commissioner Baldwin said he was leaning toward option two because of the totality that we can accomplish. I believe our job is to rectify the issue with Kids Kingdom being burnt down with the insurance money. The Splash Park is a great idea and is possibly something we can look at for the future, but the cost is a little too much. It is kind of overstepping the idea of replacing what we are supposed to be replacing with the insurance money. Maybe when the City Manager completes the Comprehensive Plan, if the splash park was a part of it, and we had better planning or funding in place, I would lean more toward going that direction. This does fall in the common theme of making Alamogordo look more modern. He said he would be cautious and hope the City would make a bigger plan, because making the renovations to all these various projects, there is still not a plan for fixing the parks. As we move forward, if we go with option two, I would recommend that a park renovation plan be brought to us. Community Services Director Ortega said with the increase in budget for Fiscal Year 18 we are going to see nice change and improvements to the parks.

Mayor Pro-Tem Hernandez said people think the money from the insurance was theirs. He stated he had a serious issue with not involving the community on this.

Commissioner Turnbull said she supports option two. The recurring costs this will have on the general fund, and she receives a lot of calls with the time we allow people to water. If we allow this we will have a headache with that.

Chairman of the Parks and Recreation Board Ray Vincent said the Board strongly supports adding a splash park. He believes there is a trade off in closing the pool for six months. The cost was estimated high, but the water will not be used continuously. It is better to overestimate than underestimate the costs. The splash park would be something to add to our community as we are trying to progress.

Mayor Boss mentioned to personnel out at Holloman, the potential of having a splash park and they are excited for the possibility.

Commissioner Turnbull asked what the tradeoff is between the pool and the splash park. Acting City Manager Paluch said we do not know the exact cost to operate the pool in the winter time. Will there be a reduced expenditure if we put a splash park in versus keeping the pool open year round with the bubble that we currently have, yes that is probably true.

Commissioner Payne said if we did the splash park, there would be four other projects that we would not be able to do. The biggest other project for her is the HVAC system in the gym at the Recreation Center. She agreed with the Mayor, I have received so many comments about wanting a splash park. I agree that it is a lot of money, but I don’t know if we are going to get another opportunity like this. We have this bond money, and I would like to see us take the opportunity. Mayor Boss said it’s not like we are not going to do a lot of those other projects. We will have $648,000 to do many of those other projects. Acting City Manager Paluch asked Mayor Boss to see page 87 of the Agenda Book. This will show the playground with the splash park and the other projects available. There are four other projects that we will not get. There is a remaining balance of $180,000. Community Services Director Ortega said the actual remaining balance would be $148,000 because of a current bid. Acting City Manager Paluch said there is a contingency fund. If some of those projects came in under the estimate, then you would probably be able to do one of those additional projects. It would depend on the bid results. Commissioner Sikes asked if could be any combination of those projects. Instead of the four projects that are said that we cannot get, could we substitute. Acting City Manager Paluch answered yes.

Mayor Boss said personally I think we should go with the splash park. I say that not just for the kids of Alamogordo, but I am also thinking for Holloman. I think it is important, right now, that we provide some extra things for the Air Force Base. Commissioner Sikes said I am curious as to why there are not more people speaking out in favor of the splash park. There were many people that came out and spoke when we were dealing with Basin Lanes. We have to think about what the entire community will be looking at. Mayor Boss said I am not just looking at this just for Holloman, but also for the kids in Alamogordo. They have these parks in other communities and they continue to build them, so apparently they are popular for children. Acting City Manager Paluch said the Park and Recreation Board is a huge proponent of the splash park. When we say where are those people, I can tell you in the Park and Recreation Board meetings, that I have attended, they are a big proponent of the splash park. We have heard from the community citizens, that they would like the splash park. We have seen it on Facebook on the surveys that they like the splash park. Staff is comfortable with either option.

Commissioner Martin said as a mother of a four year old. It is hard to keep them occupied. We have driven to El Paso to go to their splash park. It gives our citizens the option of having something to do with their young kids. There are a couple of activities to do here in Alamogordo, but they cost money. There are a lot of people that cannot afford those activities for their kids daily. This offers something for our citizens to do with their young kids during the summer.

Mayor Boss said I do wish we had a poll of the community. Commissioner Baldwin said everyone here made a comment in reference to polling the community. Technically we are mouth pieces for our districts and the community. I think our job is to assimilate and make the best decision we can.

Mayor Pro-Tem Hernandez said people were going to have a problem with spending a half a million dollars.

Commissioner Baldwin moved to approve Option Two.
Commissioner Turnbull seconded the motion.
Motion carried with a vote of 4-3-0. Mayor Boss, Commissioner Payne, Commissioner Martin voted nay.

9. Consider and act upon APD SWAT Team Proposal. ***(Daron Syling, Police Chief)***

Chief of Police Syling spoke on the proposed SWAT (Special Weapons and Tactics) Team. He said in 2003, SWAT was called the Emergency Response Team or ERT. There were a lot of funding and training issues for the team, so in the team dissolved in 2015. He described what SWAT is and why this team is needed. He said there is not a designated team in the local area, so there is an extended response time. The incident that happened on Father's Day, I was told their estimated time of arrival was supposed to be 30 minutes and an hour and a half later they arrived on scene, from my initial request. It is time for us as a City to move forward and do what we need to do for our community and our residents. There were 8 incidents over the last year that would have activated a SWAT team. Depending on the situation, I may be put on a waiting list, because If Las Cruces, the New Mexico State Police, or if Border Patrol BorTact team is not available because they have other missions going on. Then I have to wait or make a decision to send my officers in there without the necessary equipment and training. Eight times last year I made that decision and we did it anyway. Quite honestly I am tired of rolling the dice with the safety of my officers. Part of the things attached to a SWAT team is a Crisis negotiations or hostage negotiations. We have to be ready to deal with any actions that happen.

The estimated cost of $110,000 to reorganize, equip and train a new group. There is a $60,000 recurring annual operating cost. Funding would come from the general fund. I am asking for the money for what would be one position and I would eat one position because I believe strongly in this team and the need for this team, that funding be put back into my budget to pay for this team and fund it. We are looking for every Grant and piece of equipment that we can find. In your packet there is a proposal and a breakdown of the cost. We look to be a twelve man team. Under the National Tactical Officers Association Standards, we need to train 16 hours a month minimally.

Commissioner Martin asked when we have to call a team from Las Cruces, do we have to pay for that. Chief Syling said we do not have to pay for that other than the time we have to wait for them.

Mayor Pro-Tem Hernandez said he was concerned in the past with the amount of training. Biggest thing is that we have enough funds in there to cover all the trainings. He wanted to see more training available for them, than just the minimum.

Acting City Manager Paluch said if the Commission approves a SWAT team, the budget will be setup different than the way it was before. This money will not be rolled into the regular police department training lines, equipment lines, because that's where we fell short in this program before. This will be setup just like the K9 program. It will have its own separate lines within the budget. Police Chief Syling said it is very important for my line officers who chose not to be a tactical team officer to understand that I am not taking any training money from them. I am trying to make an instructor in every field I can, so that we can teach our own right here in Alamogordo.

Commissioner Sikes stated she assumed they had SWAT team and she supports this 100 percent. She asked if we still own the M Wrap vehicle. Chief Syling said yes, but we have access to the new Bear Cat that the Sheriff uses, at any time. We do have those resources and the availability of that vehicle.

Commissioner Payne said the incident on Father's Day could have been resolved sooner had we had everything that we needed, instead of waiting for Las Cruces. Chief Syling said I absolutely believe that had we had the team from a few years ago, we would have had those people out of that building in less than 45 minutes. Commissioner Payne said in my opinion, we need to fix this problem.

Commissioner Turnbull moved to approve.
Commissioner Sikes seconded the motion.
Motion carried with a vote of 7-0-0.

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

Mayor Boss read the openings and appointed Pete Desai to the Alamogordo Promotion Board, Albert Simon to the Community Development Advisory Committee, Lori Adam to the Parks and Recreation Board and Billy M. Power Jr. to the Senior Volunteer Programs Advisory Council. No one was opposed.

ADJOURNMENT

Mayor Pro-Tem Hernandez moved to adjourn at 8:44 p.m.
Commissioner Turnbull seconded the motion.
Motion carried with a vote of 7-0-0.

Mayor Richard Boss

ATTEST:

City Clerk Rachel Hughs

(Prepared by Eric Barraza, Deputy Clerk)
Approved at the Regular Meeting held on July 11, 2017.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 07/11/2017 **Report Date:** 07/03/2017 **Report No:** 3.

Submitted By: Lauren Truitt

Subject: Consider, and act upon, Ordinance No. 1538 amending Section 24-01-150 of the Code of Ordinances regarding penalty assessment misdemeanors. *(Petria Schreiber, Assistant City Attorney)* **(Roll Call Required)**

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Approve Ordinance No. 1538 for final publication.

Background: Penalty fines and fees associated with its municipal court are some of the lowest in the state. The city wishes for the fines and fees to be more in line with the rest of the state by adding a Municipal Administration Fee of $10.00.

New Material ~~Deleted Material~~

ORDINANCE NO. 1538

AN ORDINANCE AMENDING SECTION 24-01-050 CITY OF ALAMOGORDO CODE OF ORDINANCES REGARDING PENALTY ASSESSMENT MISDEMEANORS

WHEREAS, the City Commission of the City of Alamogordo recognizes that the City of Alamogordo subsidizes its Municipal Court each year; and,

WHEREAS, the City Commission of the City of Alamogordo recognizes that the penalty fines and fees associated with its municipal court are some of the lowest in the State; and,

WHEREAS, the City Commission of the City of Alamogordo wishes for its fines and fees to be more in line with the rest of the state; and,

THEREFORE, BE IT ORDAINED by the City Commission of the City of Alamogordo New Mexico that Section 24-01-050 of Chapter Twenty Four of the *Code of Ordinances* be amended as follows:

24-01-050. Penalty assessment misdemeanors; additional fees.

In addition to the penalty assessment established for each penalty assessment misdemeanor, there shall be assessed a fee to be deposited in the city treasury which is calculated as follows:

(1) A court automation fee of thirteen dollars ($13.00); ~~and~~

(2) A traffic safety fee of eight dollars ($8.00) which shall be credited to the traffic safety education and enforcement fund to be established and used exclusively for traffic safety education and enforcement purposes; and

(3) A Municipal administration fee of ten dollars ($10.00);

(3) These increases shall take place immediately upon the ordinance from which this section derives becoming effective.

DONE this _______ day of ________________, 2017.

CITY OF ALAMOGORDO, NEW MEXICO
a New Mexico municipal corporation

By: ___________________________________
Richard A. Boss, Mayor

ATTEST:

____
Rachel Hughs, City Clerk

APPROVED AS TO FORM:

____
Lauren E. A. Truitt, City Attorney

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 07/11/2017 **Report Date:** 07/03/2017 **Report No:** 4.

Submitted By: Debbie Osborne

Subject: Consider, and act upon, Resolution No. 2017-20 adopting an Infrastructure Capital Improvement Plan (ICIP) and identifying the top five (5) recommendations projects for Fiscal Years 2019-2023. *(Sue Ashe, Accountant)* **(Roll Call Required)**

Fiscal Impact: N/A
Amount Budgeted: $0.00
Fund: N/A

Additional Fiscal Impact: No fiscal impact.

Recommendation: Approve the Resolution.

Background: In January of each year the City provides our legislature with a prioritized list of Capital Improvement Projects for possible legislative funding.

As a result, the Office of the City Manager and staff initiated the annual ICIP process by requesting City departments to submit feasible projects for consideration. In addition, the City conducted a public meeting at the City of Alamogordo Library on June 28, 2017 at 4:00 p.m. for public input.

Thus, staff advises that the City Commission approve the ICIP project list as recommended and that the top five ICIP projects be presented for the January 2018 Legislative Capital Outlay Request for possible funding.

The top five (5) projects recommended by City staff are:

New Firefighter Pumper for Fire Station #5 - $625,000 – Sponsored by Chief Jim LeClair
Police Department Vehicles & Equipment - $100,000 - Sponsored by Chief Daron Syling
Park Playground Shades - $240,000 - Sponsored by Veronica Ortega, Community Service Director
Facilities for ADA Compliance - $300,000 - Sponsored by Bob Johnson, Engineering Manager
Fire Station #7 Improvements - $490,000 - Sponsored by Chief Jim LeClair

RESOLUTION NO. 2017-20

A RESOLUTION ADOPTING AN INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN (ICIP) AND IDENTIFYING THE TOP FIVE (5) RECOMMENDED PROJECTS FOR FISCAL YEAR: 2019 – 2023

WHEREAS, the City of Alamogordo, New Mexico, a municipal corporation, recognizes the financing of public capital projects has become a major concern in the State of New Mexico, and nationally; and,

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and,

WHEREAS, this process contributes to local and regional efforts in project identification and selection to achieve necessary project development; and

WHEREAS, this process contributes to the local and regional efforts in project identification and selection in short and long-range capital planning efforts.

NOW THEREFORE, BE IT RESOLVED by the governing body of the City of Alamogordo, New Mexico:

Section 1. That the City of Alamogordo has adopted the attached infrastructure Capital Improvements Plan for FY2019-FY2023; and,

Section 2. That the City of Alamogordo has identified the top five (5) recommendations for Capital Outlay projects for the Infrastructure Capital Improvements Plan for FY2019-2023, and;

Section 3. That it is intended that the Plan be a working document and that it be the first of many steps towards improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.

PASSED APPROVED AND ADOPTED this _______ of _______ 2017.

CITY OF ALAMOGORDO, NEW MEXICO
A New Mexico Municipal Corporation

Richard A Boss, Mayor

ATTEST:

Rachel Hughs, City Clerk

APPROVED AS TO FORM;

Lauren Truitt, City Attorney

The City conducted a public meeting at the City of Alamogordo Library on June 28, 2017 at 4:00 p.m. for public input.

Five citizens and twelve City Employees attended the public meeting.

Per the Directors Meeting on May 30, 2017, the recommendations for the top five (5) projects to be presented for the January 2018 Legislative Capital Outlay Request for possible funding are:

1. Purchase of a new Firefighter Pumper for $625,000 – Sponsor Jim LeClair

2. Police Department Vehicles & Equipment for $100,000 – Sponsor Chief Daron Syling

3. Park Playground Shade - $240,000 - Sponsor Veronica Ortega, Community Service Director

4. Facilities for ADA Compliance - $300,000 - Sponsor Bob Johnson, Engineering Manager

5. Fire Station #7 Improvements - $490,000 - Sponsor Jim LeClair

FY 2019 through FY 2023 LOCAL INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN
PROJECT SUMMARY (ICIP)

Number		Department		Project Title	Category	Fund Sources	Funded to Date	2019	2020	2021	2022	2023	Project Grand Total
1		Alamogordo Fire Dept.	2019-01	Purchase New Firefighter Pumper Truck for Alamogordo Fire Station #5	Fire	CAPITAL OUTLAY NMFA LOAN LOCAL FUNDS	$ -	$ 625,000	$ -	$ -	$ -	$ -	$ 625,000
2		Alamogordo Police Dept.	2019-02	Police Department Vehicles & Equipment	Public Safety Vehicle	CAPITAL OUTLAY	$ 200,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 700,000
3		Community Services	2019-03	Playground Shade Structure	Public Parks (Local)	CAPITAL OUTLAY LOCAL FUND	$ -	$ 240,000	$ -	$ -	$ -	$ -	$ 240,000
4		Engineering	2019-04	Facilities for ADA Compliance	Other	LOCAL FUNDS CAPITAL OUTLAY CDBG GRANT	$ -	$ 300,000	$ -	$ -	$ -	$ -	$ 300,000
5		Alamogordo Fire Dept.	2019-05	Fire Station #7 Improvements	Fire	CAPITAL OUTLAY NMFA LOAN LOCAL FUNDS	$ 7,319	$ 490,000	$ -	$ -	$ -	$ -	$ 497,319
6		Alamogordo Police Dept.	2019-06	Animal Control Vehicles	Public Safety Vehicles	CAPITAL OUTLAY	$ -	$ 55,000	$ -	$ -	$ -	$ -	$ 55,000
7		Alamogordo Fire Dept.	2019-07	ARFF Truck for Fire Station #3	Fire	CAPITAL OUTLAY OTHER STATE GRANTS NMFA LOAN LOCAL FUNDS	$ -	$ 1,200,000	$ -	$ -	$ -	$ -	$ 1,200,000
8		Alamogordo Fire Dept.	2019-08	Construct New Fire Station for Whitesands Airport & Fire District 2	Fire	CAPITAL OUTLAY OTHER STATE GRANTS NMFA LOAN LOCAL FUNDS	$ -	$ 1,600,000	$ -	$ -	$ -	$ -	$ 1,600,000
9		Alamogordo Fire Department	2019-09	Construct New Fire Station #8 fir District 6 Mesa Village Area	Fire	CAPITAL OUTLAY NMFA LOAN	$ -	$ 160,000	$ 1,800,000	$ 40,000	$ -	$ -	$ 2,000,000
10		Alamogordo Fire Dept.	2019-10	ARFF Training Facility at White Sands Regional Airport	Fire	CAPITAL OUTLAY OTHER STATE GRANTS NMFA LOAN LOCAL FUND	$ -	$ 75,000	$ 1,000,000	$ 725,000	$ -	$ -	$ 1,800,000
11		Community Services	2019-11	Library North Patio Renovations	Cultural Facilities	CAPITAL OUTLAY LOCAL FUND	$ -	$ 279,738	$ -	$ -	$ -	$ -	$ 279,738
12		Finance	2019-12	GIS Information & Services	Adm./Service Facilities (Local)	CAPITAL OUTLAY, LOCAL FUNDING	$ -	$ 50,000	$ 50,000	$ -	$ -	$ -	$ 100,000
15		Airport	2019-13	Runway Strengthening & Design	Airports	CAPITAL OUTLAY FEDERAL GRANT	$ -	$ 8,000,000	$ -	$ -	$ -	$ -	$ 8,000,000
13		Public Works	2019-14	Snake Tank Transmission Line	Water Supply	LOCAL FUNDS LOCAL BOND NMED GRANT CAPITAL OUTLAY NMED LOAN	$ 1,200,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 11,200,000

FY 2019 through FY 2023 LOCAL INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN
PROJECT SUMMARY (ICIP)

Number		Department		Project Title	Category	Fund Sources	Funded to Date	2019	2020	2021	2022	2023	Project Grand Total
14		Public Works	**2019-15**	City Hall HVAC Replacement	Adm./Service Facilities (Local)	LOCAL FUNDS LOCAL BONDS	$ -	$ 100,000	$ 100,000	$ 100,000	$ -	$ -	$ 300,000
16		Public Works	**2019-16**	Fresnal Canyon Pipeline Replacement, Diversion 5 to Snow Smith Springs	Water Supply	LOCAL FUNDS LOCAL BOND NMED GRANT CAPITAL OUTLAY NMED LOAN	$ -	$ 675,000	$ -	$ -	$ -	$ -	$ 675,000
17		Public Works	**2019-17**	Foothills Water Storage Rehab	Water Supply	Local Funds Local Bond NMED Grant Capital Outlay NMED Loan	$ -	$ 1,052,300	$ -	$ -	$ -	$ -	$ 1,052,300
18		Public Works	**2019-18**	Lower Alamo Water Storage Rehab	Water Supply	Local Funds Local Bond NMED Grant Capital Outlay NMED Loan	$ -	$ 810,600.00	$ -	$ -	$ -	$ -	$ 810,600.00
19		Public Works	**2019-19**	Ocotillo Water Storage Rehab	Water Supply	Local Funds Local Bond NMED Grant Capital Outlay NMED Loan	$ -	$ 56,800.00	$ -	$ -	$ -	$ -	$ 56,800.00
20		Public Works	**2019-20**	Upper Heights Water Storage Rehab	Water Supply	Local Funds Local Bond NMED Grant Capital Outlay NMED Loan	$ -	$ 816,400.00	$ -	$ -	$ -	$ -	$ 816,400
21		Public Works	**2019-21**	Griggs Field Park GSR	Wastewater	Local Funds Local Bond NMED Grant Capital Outlay NMED Loan	$ -	$ 897,317	$ -	$ -	$ -	$ -	$ 897,317
22		Public Works	**2019-22**	18th Street GSR	Wastewater	Local Funds Local Bond NMED Grant Capital Outlay NMED Loan	$ -	$ 1,491,516	$ -	$ -	$ -	$ -	$ 1,491,516
23		Public Works	**2019-23**	University Park GSR	Wastewater	Local Funds Local Bond NMED Grant Capital Outlay NMED Loan	$ -	$ 839,127	$ -	$ -	$ -	$ -	$ 839,127
24		Public Works	**2019-24**	10th Street Reservoir Exterior	Water Supply	Local Funds Local Bond NMED Grant Capital Outlay NMED Loan	$ -	$ 208,600	$ -	$ -	$ -	$ -	$ 208,600
25		PHA	**2019-25**	Replacement of Windows at Alta Vista & Plaza Hacienda	using-Related Cap Ir	FEDERAL GRANT	$ -	$ 827,000	$ -	$ -	$ -	$ -	$ 827,000
26		PHA	**2019-26**	Upgrade Housing Unit Plumbing at Plaza Hacienda	using Related Cap Ir	FEDERAL GRANT	$ -	$ 50,000	$ 50,000	$ 50,000	$ -	$ -	$ 150,000
27		Airport	**2020-01**	Runway 4-22 Lighting Rehabilitation	Airports	CAPITAL OUTLAY FEDERAL GRANT	$ -	$ -	$ 945,000	$ -	$ -	$ -	$ 945,000

Up Dated 5/30/2017
SAshe

FY 2019 through FY 2023 LOCAL INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN
PROJECT SUMMARY (ICIP)

Number		Department		Project Title	Category	Fund Sources	Funded to Date	2019	2020	2021	2022	2023	Project Grand Total
28		PHA	2020-02	Remove & Replace Sidewalks, Curbs & Gutters at Alta Vista	using-Related Cap Ir	FEDERAL GRANT	$ -	$ -	$ 300,000	$ -	$ -	$ -	$ 300,000
29		PHA	2020-03	Replacement of Storm Doors at Alta Vista & Plaza Hacienda	using-Related Cap Ir	FEDERAL GRANT	$ -	$ -	$ 25,000	$ -	$ -	$ -	$ 25,000
30		PHA	2020-04	Repair Spalling at Alta Vista	using-Related Cap Ir	FEDERAL GRANT	$ -	$ -	$ 25,000	$ -	$ -	$ -	$ 25,000
31		Airport	2021-01	Expand Large Aircraft Parking & Taxiway Apron Construct	Airports	CAPITAL OUTLAY FEDERAL GRANT	$ -	$ -	$ -	$ 900,000	$ -	$ -	$ 900,000
32		PHA	2021-02	Upgrade HVAC Systems at Alta Vista	using-Related Cap Ir	FEDERAL GRANT	$ -	$ -	$ -	$ 300,000	$ -	$ -	$ 300,000
33		PHA	2021-03	Design & Remodel Kitchens at Plaza Hacienda	using-Related Cap Ir	FEDERAL GRANT	$ -	$ -	$ -	$ 300,000	$ -	$ -	$ 300,000
34		Airport	2022-01	Construct South Side Perimeter Drainage Improvements Phase IV	Airports	CAPITAL OUTLAY FEDERAL GRANT	$ -	$ -	$ -	$ -	$ 360,000	$ -	$ 360,000
35		Community Services	2023-01	Construct New Civic Center	Cultural Facilities	CAPITAL OUTLAY FEDERAL GRANT	$ -	$ -	$ -	$ -	$ -	$ 10,000,000	$ 10,000,000
					Grand Total		$ 1,407,319	$ 22,999,398	$ 6,395,000	$ 4,515,000	$ 2,460,000	$ 12,100,000	$ 49,876,717
													$ 49,876,717

ICIP 2019 Town Hall Meeting
June 28, 2017

1. Wendy Robinson
2. Roger Schadnaxt
3. Veronica Ortega
4. [illegible]
5. Louise Larsen
6. FRANK MEDEROS
7. [illegible] Moran
8. Rachel Hughes
9. JIM LECLAIR
10. JERRY R RAMIREZ
11. Maggie Paduch
12. DARRON WILLIAMS
13. Harv Hamilton
14. Bob Johnson
15. Eugene Downer
16. Cynde Sagenkahn
17. Sue Ashe
18.
19.
20.
21.
22.
23.

City of Alamogordo
2019-2023 ICIP (Infrastructure Capital Improvement Plan)
PUBLIC MEETING COMMENT FORM

The local ICIP is a plan that establishes priorities for anticipated capital projects. The plan covers a five (5) year period that is developed and submitted to the state each year.

Name: Harv Hamilto

Street Address: 1104 Juniper Dr

City/State/Zip: Alamogordo NM 88310

Phone Number: 430 8559

E-mail Address: NA

1. Please tell us what your top five projects are from the list (spreadsheet) provided

1) ~~3~~ 2
2) 10
3) 5
4) 10
5) 6

2. What other projects would you like to be considered for ICIP within the next five years?

3. Other comments:

City of Alamogordo
2019-2023 ICIP (Infrastructure Capital Improvement Plan)
PUBLIC MEETING COMMENT FORM

The local ICIP is a plan that establishes priorities for anticipated capital projects. The plan covers a five (5) year period that is developed and submitted to the state each year.

Name: FRANK MEDEIROS

Street Address: 3350 THUNDER ROAD

City/State/Zip: ALAMOGORDO N/M

Phone Number:

E-mail Address:

1. Please tell us what your top five projects are from the list (spreadsheet) provided

    1) PROJECT ICIP 2019-02 # 2
    2) PROJECT ICIP 2019-01 #1
    3) PROJECT ICIP 2019-06 #6
    4) PROJECT ICIP 2019-09 #9
    5) PROJECT ICIP 2019-13 #13

2. What other projects would you like to be considered for ICIP within the next five years?

    ① POOL UPGRADES COVER ETC. - SO THE POOL CAN BE UTILIZED YEAR ROUND.
    ② POLICE BUILDING RENOVATIONS - REBUILD.

3. Other comments:

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 07/11/2017 **Report Date:** 07/07/2017 **Report No:** 5.

Submitted By: Jan Wafful, Keep Alamogordo Beautiful Coordinator

Subject: Consider and approve the New Mexico Department of Tourism New Mexico Clean and Beautiful Litter Control and Beautification grant contract for FY2017-2018.

Fiscal Impact: $15,200.00
Amount Budgeted: $17,000.00
Fund: 037-0000-317-1609

Additional Fiscal Impact:

Recommendation: Approve the contract.

Background: The Keep Alamogordo Beautiful (KAB) Grant for fiscal year 17/18 KAB Grant has been awarded for $15,200.

Grant No.: 18-418-6002-0055

LITTER CONTROL & BEAUTIFICATION GRANT AGREEMENT

THIS AGREEMENT, entered into between the State of New Mexico, New Mexico Tourism Department, "Department" and **Keep Alamogordo Beautiful** "Public Entity". Department and Public Entity each a "Party" and collectively "Parties".

RECITALS

The purpose of the "New Mexico Litter Control and Beautification Act," NMSA 1978, § 67-16-1 et. seq., "Act," is to control litter by authorizing the Department to eliminate litter from New Mexico to the maximum practical extent through a State-coordinated plan of education, control, prevention, and elimination;

The Act, NMSA 1978, § 67-16-12, provides that the Department may allocate up to fifty percent (50%) of the funds generated annually by the Act to local governments to establish and sustain local Keep America Beautiful system programs;

The Act provides that the Department may allocate up to sixty percent (60%) of fees generated annually to local governments to establish a youth employment program to aid in litter control and beautification projects;

The Public Entity is a local government as defined under the Act;

Exhibit 1, Grant Award Distribution is incorporated by reference; and

The Parties hereto intend to fulfill the requirements of the Act through this Agreement.

THEREFORE, pursuant to the Act, the Parties agree as follows:

SECTION ONE- The Department

A. The Department shall:

1. Allocate funds generated by the Act and pay to the Public Entity an amount not to exceed **$15,200.00** ("Funds") to establish or sustain a local Keep America Beautiful system program; and/or to fund a youth employment program to aid in litter control and beautification projects as stipulated in Exhibit 1.

2. Reimburse Funds on a quarterly basis, quarters are designated as: July through September; October through December; January through March; and April through June.

3. Not disburse any Funds until the Public Entity submits proper written documentation of its expenditures.

4. Allow the Public Entity to request reallocation of Funds between the program resources allocation to the youth employment allocation, based on the Public Entity's need to support local youth interests. Provided the request is in writing, submitted before request for reimbursement and includes specific reference to line items from which Funds will be debited, information about how those Funds will be spent, where the Funds will be credited and any other information requested by the Department.

5. Amend the Public Entity's budget if the Department approves a written request to amend.

SECTION TWO- The Public Entity

A. The Public Entity shall:

1. Perform and complete the Litter Control, Graffiti Eradication, Beautification, Recycling, and related community programs, projects and events as in furtherance of the statewide Keep America Beautiful system programs, pursuant to the Act, and as set forth in Exhibit 1.

2. Spend the Funds allocated as required by, and according to, the provisions of the Act, the applicable rules and regulations of the Department, and this Agreement. The Public Entity shall only expend Funds allocated under this Agreement on equipment, projects, promotional programs, services, education and other matters, only if they are related to litter prevention, elimination, control programs, beautification, and recycling.

3. Complete online reimbursement requests on or before the tenth (10th) calendar day after the end of each quarter, EXCEPT FOR THE FOURTH QUARTER. Public Entity must submit its final requests for reimbursement for the fourth quarter submitted no later than June tenth (10th), except for requests on reimbursement for youth employment, which Public Entity may submit by July third (3rd).

4. Include the following in its requests for reimbursement to the Department:
   a. A detailed accounting of expenditures of all Funds allocated and paid by line item;
   b. Copies of the detailed Public Entity purchase documents, receipts and proof of payment for equipment, materials, or supplies purchased, (including model and serial numbers, if any);
   c. Copies of the payroll and Youth Employment Verification forms for youth employees;
   d. A Final Performance and Accounting Report as defined below, must accompany all fourth quarter requests; and
   e. Any other information required by the Department.

5. Make reallocation requests in writing to the Department pursuant to Section 1 (A)(5), prior to submitting the request for reimbursement.

6. Keep accounting records for the Litter Control, Graffiti, Beautification, Recycling, and related community programs and submit an accounting and performance report to the Department with its final request for reimbursement.

7. Include the following in its Final Performance and Accounting Report:

a. An accounting of expenditures of all Funds by line item;
b. A certification that Public Entity used purchased equipment only for the purpose of fulfilling this Agreement and for no other purpose;
c. A detailed summary of accomplishments towards the objectives and goals of the program;
d. Any other information necessary to explain the program accomplishments; and
e. Any other information required by the Department.

8. Use the equipment purchased in whole or in part with the Funds only for the anti-litter and beautification purposes as required by the Act.

9. Not assign or transfer any interest in this Agreement including any claims or money due or that may become due under this Agreement.

10. Not subcontract any portion of the services to be performed, or programs to be fulfilled and accomplished, or consultants to be hired, under this Agreement without prior written approval of the Department.

11. Maintain detailed records documenting the date, time, and nature of services rendered and the progress of programs undertaken. The records shall be subject to inspection by the Department, the Department of Finance and Administration, and the New Mexico State Auditor. The Department shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Department to recover excessive payment.

12. Not currently have and not acquire any interest, direct or indirect, that would cause a conflict of interest in any manner or degree in relation to the performance or services required under this Agreement.

13. Release the Department, its officers, and employees, and the State of New Mexico as provided for by law from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

14. Not purport to bind the Department or the State of New Mexico to any obligation not assumed herein, unless Public Entity has written authority to do so, and then only within the strict limits of that authority.

15. Incorporate branded materials, including but not limited to, logos and templates provided by the Department into any advertisements, press releases, flyers, signage, as well as any permanent projects, events, or displays, allowing New Mexicans to easily identify

equipment, projects, promotional programs, services, and education related to litter prevention, elimination, control programs, beautification, and recycling. Failure to do so will result in the forfeiture of grant funding appropriated for marketing.

B. A Public Entity's illegal or unauthorized expenditures under this Agreement shall constitute a debt to the State of New Mexico, owed by Public Entity. In the case of such debt, the Parties agree that the Department may elect to withhold or recover Funds from the Public Entity, its successors, or assignees or recover through appropriate legal action.

SECTION THREE- General Obligations

A. The Parties shall adhere to the requirements set forth in Department's Litter Control and Beautification Grant Requirements Rule for grant approval, allocation, and reporting.

B. Direct costs of travel or per diem incurred by the Public Entity shall be the sole responsibility of the Public Entity. A Public Entity may propose and request direct and separate travel reimbursement, in advance, for costs associated with conferences, trainings, workshops or other meetings that directly benefit attendees in relationship to the programs they implement and oversee with Funds received under this Agreement. Reimbursement requests for direct costs of travel or per diem for one attendee per conference, etc. *must be* accompanied by a written report including the following items: (1) an evaluation of each session attended, (2) one key learning from each and, (3) at least three (3) ideas for how to incorporate those concepts into future initiatives. Receipts submitted without the proper documentation demonstrating conference attendance will not be reimbursed. Actual receipts must accompany reimbursement requests for per diem expenses. Per diem balances will not be reimbursed.

C. Equipment purchased with Funds that has a service life longer than this Agreement shall be used for agreed upon purposes for the length of that equipment's service life. Before the Department reimburses the Public Entity's expenses for such equipment purchased for more than one thousand dollars ($1,000.00), the Parties shall agree and specify the equipment's expected service life based on the kind of equipment, amount of anticipated use, service that will be performed, and the equipment's normal service life.

1. If upon termination or expiration of this Agreement the Public Entity has any property acquired pursuant to this Agreement, then Public Entity shall only dispose of it as directed by Department.

D. The Public Entity's failure to submit reimbursement requests by the protocol delineated on or before the dates outlined in **SECTION TWO for the first three quarters** will result in a penalty assessed on the invoice equal to ten percent (10%) of the total invoice submitted for that quarter. **PUBLIC ENTITIES' REQUESTS RECEIVED AFTER THE FOURTH QUARTER DEADLINES OUTLINED IN SECTION TWO WILL NOT BE PAID.**

E. The Public Entity and its agents and employees are independent contractors fulfilling their obligations to Department under this Agreement and are not employees of the

State of New Mexico. Public Entity and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to the employees of the State of New Mexico as a result of this Agreement.

F. Any unexpended or unencumbered balance upon termination of this Agreement allocated by the Department will revert back to the Department.

SECTION FOUR- Amendment

A. This Agreement shall not be altered, changed or amended except by a written instrument, executed by both Parties.

B. All properly submitted and approved reallocations for Funds do not require a formal amendment to this Agreement, provided the Department does not increase Public Entity's allocation.

SECTION FIVE- Appropriation

A. The Department reserves the right to terminate this Agreement if Funds appropriated by the Legislature are insufficient to fulfill its obligations under this Agreement.

B. The Department's decision as to whether Funds under the Act are sufficient for fulfillment of this Agreement shall be final.

SECTION SIX – Term and Termination

A. This Agreement shall not take effect until executed by the Parties hereto. This Agreement shall terminate on **June 30, 2018,** unless terminated pursuant to the following paragraphs of this Section.

B. The Department may terminate this Agreement if Public Entity fails to commence program activities by the end of the second quarter of the fiscal year or has a plan to complete program activities by the last day of the tenth (10^{th}) month of the fiscal year, if Public Entity fails to communicate its intentions or does not comply with this Agreement as determined by the Department.

C. Either Party may terminate this Agreement with thirty (30) days written notice to the other Party. By such termination, neither Party may nullify obligations already incurred for performance or failure to perform for the programs rendered prior to the date of termination of the Agreement. However, neither Party shall have any obligation to perform services or make payment for services or specified programs rendered after such date of termination.

SECTION SEVEN – Integration

This Agreement incorporates all the agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof. No prior agreements or understanding, verbal or otherwise, of the Parties or their agents shall become valid or enforceable unless embodied in this Agreement.

SECTION EIGHT – Controlling Law

The laws of the State of New Mexico shall govern this Agreement. The Parties agree that the District Courts of the State of New Mexico have jurisdiction over any lawsuits brought by either Party to enforce its rights hereunder. Venue shall be in Santa Fe County, New Mexico.

SECTION NINE – Intent Of Agreement

This Agreement is not intended by any of the provisions or any part of the Agreement to create in the public, or any member thereof, a third party beneficiary; nor is it intended to authorize anyone not a party to this Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury, damage(s) to property(ties), and/or any other claims(s) whatsoever pursuant to the provisions of this Agreement.

SECTION TEN – New Mexico Tort Claims Act

By entering into this Agreement, 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 limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 to -14. This Section is intended only to define the liabilities between the Parties hereto and it is not intended to modify, in any way, the Parties' liabilities as governed by common law or the New Mexico Tort Claims Act. Public Entity and its "public employees," as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defenses, and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provisions of the New Mexico Tort Claims Act.

SECTION ELEVEN – Equal Opportunity Compliance

Public Entity shall abide by all Federal and State laws, rules, and regulations pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, Public Entity shall assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If Public Entity is found to have failed to comply with these requirements during the term of this Agreement, Public Entity shall take appropriate steps to correct these deficiencies.

SECTION TWELVE – Civil Rights Laws And Regulation Compliance

Public Entity shall comply with all Federal, State, and local laws and ordinances applicable to the work called for herein. Public Entity further agrees to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination

Employment Act, the Americans with Disabilities Act of 1990, and the New Mexico Human Rights Act.

[The remainder of this page is intentionally left blank.]

The Parties have executed this Agreement as of the date of execution by the Department.

New Mexico Tourism Department

By: ______________________________ Date: ______________
Rebecca Latham,
Cabinet Secretary

Public Entity

By: ______________________________ Date: __________

Title: ______________________________

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 07/11/2017 **Report Date:** 06/30/2017 **Report No:** 6.

Submitted By: Britney Courtier

Subject: Consider, and act upon, approval of an Agreement with the NM Economic Development District, Non-Metro Area Agency on Aging (NMAAA) for the Nutrition Service Incentive Program (NSIP). *(Veronica Ortega, Community Services Director)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:
Amount Budgeted: $60,426 071-0000-317-16.34
Contract Amount: $60,426 071-8023-445-32.65 / 50%
071-8024-445-32.65 / 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.

This 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 can only be spent on food grown in America.

Contract No. 2017-18-64012

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

NUTRITION SERVICE INCENTIVE PROGRAM (NSIP) AGREEMENT

This Agreement is made and entered into this 1st day of July 2017, 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 "Contractor."

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work**

The Contractor will:

A. Establish procedures to insure that such cash payments are used solely for the purchase of United States agricultural commodities and other foods produced in the United States for use in their feeding operations. No imported foods may be purchased with these funds, e.g. coffee, tea, cocoa, and bananas.

B. Ensure that meals furnished under contractual arrangement with food service management companies, caterers, restaurants, or institutions, contain United States produced commodities or foods at least equal in value to the per meal cash payment.

C. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Contractors must ensure that the farm food products meet the state EID requirements.

D. Ensure that meals meet Title III-C standards for nutritional adequacy and sanitation.

E. Maintain accounting records for NSIP separate and apart from other accounting records maintained for other nutrition funding sources (i.e., Title III-C1 and C2 and other cash used for raw food).

F. Report on a monthly basis to the Agency on forms provided by the Agency and submit such other reports as deemed necessary by the Agency.

G. Maintain and retain for three years from close of the federal year to which they pertain, complete and accurate records of all amounts received and disbursed under this Agreement.

H. Allow the Agency to monitor periodically the Contractor's fiscal accountability of NSIP.

I. Abide by and comply with the conditions and requirements set forth in Title 45, Part 74 dated August 2, 1978 (Grant Administration); Implementation of OMB Circular No. A110; Uniform Policies). Moreover, the Contractor will abide by Volume 38, No. 181 dated September 19, 1973 (Part II-Administration of Grants) as well as other applicable federal regulations that are currently in effect or will come into effect during the term of this contract.

J. Ensure eligible participants are assessed and registered in SAMS.

K. Ensure meals served meet the following:

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

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

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

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

2. **Compensation**

A. The total amount payable to the Contractor under this Agreement shall not exceed **$60426** for eligible meals served during the period July 1, 2017 through June 30, 2018 regardless of funding sources, to eligible participants and their spouses.

B. All subsequent payments will be disbursed upon receipt of actual service delivery data from the Contractor.

3. **Gross Receipts Tax**

Not applicable. Tax exempt.

4. **Term**

No terms of this Agreement shall become effective until approved by the Department of Finance and Administration and shall terminate on June 30, 2018, unless terminated pursuant to paragraph 5, infra.

5. **Termination**

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

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

6. **Status of Contractor**

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

7. **Assignment**

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

8. **Subcontracting**

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

9. **Records and Audit**

A. The Contractor shall maintain detailed records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, Aging & Long Term Services Department (ALTSD), the Department of Finance and Administration, the State Auditor, the U.S. Department of Agriculture, and the U.S. General Accounting Office. The Agency shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclosure the right of the Agency to recover excessive, improper, or illegal payments.

B. The Contractor will provide a financial and compliance audit report to the Agency covering the period July 1, 2017 to June 30, 2018. The audit reports provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions.

1. The Vendor, expending equal to $750,000 but less than or equal to $25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised OmniCircular 200.518(b)(1), which streamlines eight different grant circulars into one set. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report.
2. Governmental type vendors/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, NSIP, etc.) which facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
3. Non-governmental vendors/contractors expending between $25,000 in federal and state funds combined less than $500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for

audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.

4. For those contractors/vendors that expend less than $15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Non-Metro AAA such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided and final number of individuals served.
5. Submittal of the audit report for government entities shall be within ten (10) working days after releases by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
6. The contractor's/vendor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs. (A-87 and A-122 have been reclassified under the CFR as 2 CFR Part 225, and 2 CFR Part 230, respectively.)

10. **Appropriations**

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

11. **Release**

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

12. **Product of Service; Copyright**

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

13 **Conflict of Interest**

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

14. **Equal Opportunity Compliance**

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

15. **Non-Discriminating Service Delivery**

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

1. Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
2. Provide any services or other benefits to an individual which is different, than those funded under this Agreement;
3. Subject any individual to segregation or separate treatment in any manner related to his receipt of any services or other benefits provided under the funding for this program;
4. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under this program;
5. Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, services, or other benefits provided under the funding for this program;
6. Deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him/her an opportunity to do so which is different from that afforded others under the program.
7. The Contractor, in determining (1) the types of services or other benefits to be provided under the program, (2) the class of individuals to whom, or the situation in which such services or other benefits will be provided under this

program, or (3) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, sexual preference, national origin, or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, color, sex, sexual preference, national origin, or handicap.

16. **Confidentiality**

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

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

18. **Penalties for Violation of Law**

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

19. **Scope of Agreement**

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

20. **Applicable Laws**

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

21. **Internal Dispute Mediation**

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

1. In any dispute submitted, the Agency and the Contractor hereby agree to and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Contractor and the Contractor hereby agrees to be bound by said resolution.
5. Failure of the Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

22. **<u>Invalid Term or Condition</u>**

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

23. **<u>Enforcement of Agreement</u>**

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

24. **<u>Notices</u>**

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:	**Contractor:**
NCNMEDD	____________________
Attn: Marcia Medina	____________________
3900 Paseo del Sol	____________________
Santa Fe, NM 87507	____________________

25. **<u>Other Provisions</u>**

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

26. **Indemnification**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

27. **Authority**

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

28. **Signatures**

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2017.

City of Alamogordo	NCNMEDD Non-Metro Area Agency on Aging
Legal Name of Vendor/Contractor	*Name of Area Agency on Aging*
	Tim Armer
Signature	*Signature*
	Tim Armer, Executive Director
Printed/Typed Name of Signatory	*Printed/Typed Name of Signatory*
	June 23, 2017
Date	*Date*

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

GRANTEE Alamogordo, City of ADDRESS PHONE		APPROVED BUDGET FOR THE PERIOD FROM: 07/01/2017 TO: 06/30/2018		Type of Grant or Action New/Cont: X Revision. Other:		NGA DATE 07/01/17
Indirect Cost % of $	Fund: 210 Title of Project: NSIP			CFDA # 93.053		
DESCRIPTION	FEDERAL	STATE	LOCAL CASH	LOCAL IN-KIND	PROJECT INCOME	TOTAL
Personnel Services	$0.00	$0.00				$0.00
Fringe Benefits	0.00	0.00				0.00
Travel	0.00	0.00				0.00
Maintenance & Repair	0.00	0.00				0.00
Supplies (Raw Food)	60,426.00	0.00				60,426.00
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	$60,426.00	$0.00				$60,426.00
PERCENT OF TOTAL COST	100%	0%	0%	0%	0%	100%

COMPUTATION OF GRANT

1. Estimated Total Cost	$60,426.00
2. LESS Anticipated Project Income	$0.00
3 Estimated Net Cost	$60,426.00
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	$60,426.00
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)	FY	Federal:	0.00
	FY	State:	0.00
b. Carry Over			0.00
			0.00
c. New Obligational Authority Herein Awarded	FY	Federal:	$60,426.00

X	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.
X	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.
X	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.
X	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.
X	Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.
X	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 preserved and kept available to federal and state auditors at the primary offices of the Grantee.

Signature of Area Agency on Aging Authorizing Official: Tim Armer, Executive Director	We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.
Tim Armer	Date:
Signature: Date: 6/23/2017	Date:

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 07/11/2017 **Report Date:** 07/04/2017 **Report No:** 7.

Submitted By: Britney Courtier

Subject: Consider, and act upon, grant funding from the Non Metro Area Agency on Aging FY 18 contract for Direct Purchase of Services for senior programs. *(Veronica Ortega, Community Services Director)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact: The fiscal impact is to accept the increase in State funding for congregate, home-delivered meals and physical fitness programs. Total increase in funding is $11,025.00. A budget revision has been completed and submitted.

Recommendation: Approve grant funding

Background: The Alamo Senior Center receives funding for the congregate meal setting, Meals on Wheels, homemaker program, transportation, and physical fitness programs through the Non Metro Area Agency on Aging.

North Central New Mexico
Economic Development District
Non Metro Area Agency on Aging
3900 Paseo Del Sol Santa Fe, New Mexico 87507
505.395.2668 Toll Free 866.699.4627 www.ncnmedd.com

MEMORANDUM 2018-04

Date: June 21, 2017

To: Non-Metro Area Agency on Aging Providers/Vendors

From: Marcia Medina, Community Services Director, NMAAA
Tim Armer, Executive Director, NCNMEDD

Re: FY 2017-2018 Direct Purchase of Service Vendor Agreement
FY 2017-2018 Nutrition Service Incentive Program (NSIP) Agreement

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North Central New Mexico Economic Development District (NCNMEDD) – Non-Metro Area Agency on Aging (NMAAA) is releasing the FY 2017-2018 Direct Purchase of Service Vendor Agreements. The Aging and Long-Term Services Department (ALTSD) notified NMAAA that they have received the Title III Older Americans Act federal award, including the Nutrition Service Incentive Program award, but the ALTSD has not provided the actual allocation amount. With the pending allocation of federal funds, providers should be confident that both state and federal dollars are available with the start of the program year in July 1, 2017.

Given the uncertainty with congressional action on federal budgets, the ALTSD has been clear in their contract with NCNMEDD-NMAAA that payments are subject to availability of funds. Optimistically, program budgets should see little to no changes this new project period. Nevertheless, we ask that you be prudent with budget expenditures as we start this new fiscal year.

Upon review of the contract(s), please have the authorized individual sign the contract(s) and Notice of Grant Award(s) and send a scanned copy of those pages to the attention of Lesah Sedillo lsedillo@ncnmedd.com and your point of contact with a cc to Kevin Calabaza kcalabaza@ncnmedd.com and me marciam@ncnmedd.com. Non-Metro AAA recognizes that proper review and approvals may require additional time and may not be processed by June 30, 2017. If this is the case, please notify Lesah Sedillo and your point of contact regarding the reason with a projected submission date.

Thank you for all you do to serve older New Mexicans.

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

DIRECT PURCHASE OF SERVICES
VENDOR AGREEMENT

City of Alamogordo, hereinafter referred to as Vendor, and the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as Agency, enter this Agreement effective July 1, 2017, in accordance with the Older Americans Act of 1965 (OAA), as amended, as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency's Direct Purchase of Services program.

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

1. SCOPE OF SERVICES.

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

Service:
- Congregate Meals
- Home Delivered Meals
- Homemaker/Housekeeping
- Adult Day Care
- Respite
- Transportation
- Assisted Transportation
- IIID Evidenced-Based
  - EB-Enhance Fitness
  - EB- Manage Your Chronic Disease (My CD)
  - EB-A Matter of Balance
- Chore Services
- Case Management
- Other Health Promotion Activities (Non IIID)
  - Health Education/Training
  - Health Screening
  - Health Physical Fitness/Exercise
- IIIE Family Caregiver Support Program

Service Definitions:

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

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

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

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

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

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

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

Assisted Transportation – Providing assistance and transportation, including escort, to an older individual who has difficulties (physical or cognitive) using regular vehicular transportation. The "trip" includes the following: assisting the older individual from preparation for the trip, to assisting the older individual from their place of residence into the vehicle providing transportation, assisting the older individual from the transporting vehicle to the destination, such as the doctor's office staying with the older individual at the point of destination; and the reverse for a return trip.

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

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

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

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

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

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

Or

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

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

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

Manage Your Chronic Disease (My CD)- Designed to help people gain self-confidence in their ability to manage the symptoms their Chronic Disease and how they affect their lives.

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

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

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

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

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

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

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

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

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

Unit Measurements	
Congregate Meal:	One Meal
Home Delivered Meal:	One Meal
Homemaker/Housekeeping	One Hour
Adult Day Care	One Hour
Respite Care (Includes IIIE)	One Hour
Transportation	One, One-Way Trip
Assisted Transportation	One, One-Way Trip
IIID Evidence Based	
Enhance Fitness	participant hour
My CD	participant hour
A Matter of Balance	participant hour
Health Promotion (Non-IIID)	
Health Education/Training	One Hour
Health Screening	One Hour
Physical Fitness/Exercise	One Session per Participant
Chore	One Hour
Case Management	One Hour
IIIE Access Assistance	One Contact
IIIE Counseling	One Session per Participant
IIIE Information Services	One Activity
IIIE Supplemental Services	One Distribution Event

Service Area: **City of Alamogordo**

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

B. Payment for Services. For the services determined by the Agency to be satisfactorily provided by Vendor hereunder, the Agency shall pay the vendor, during the term, an aggregate amount, including gross receipts tax, not to exceed **$ 335287**. Said aggregate amount is to be derived from the following sources, when performance levels/units are met.

1. **$ 38820** from Title III-B of the OAA;
2. **$ 55428** from Title III-C1 of the OAA;
3. **$ 20477** from Title III-C2 of the OAA;
4. **$ 0** from Title III-D of the OAA;
5. **$ 0** from Title III-E of the OAA; and
6. **$ 220562** from the NMGAA-State/HB-2

C. Services and Reimbursement Methodology:

Service	Total Unit Cost (III,State,PI,Local)	Federal Title III & State Negotiated Unit Costs	Units of Service	Persons
Congregate Meals	$13.5438	$3.2352	41000	450
Home Delivered Meals	$16.6600	$3.3344	33000	371
Transportation	$16.0659	$4.4743	13250	160
Assisted Transportation	$	$	0	0
Case Management	$	$	0	0
Adult Day Care	$	$	0	0
Respite	$	$		
Chore Services	$	$	0	0
Homemaker/Housekeeping	$74.5286	$16.8279	1104	31
Health Education/Training	$	$		
Physical Fitness/Exercise	$1.34040	$ 1.34040	11000	230
Health Screening	$	$		
Home Safety	$	$		
Medication Management	$	$		
EB-EnhanceFitness	$	$		
EB-My CD	$	$		
EB-A Matter of Balance	$	$		
NFCSP – Family Caregivers: Elderly				
CG - Counseling	$	$	0	0
CG – Respite Care	$	$	0	0
CG - Supplemental	$	$	0	0
CG - Assistance	$	$	0	0
CG - Information	$	$	0	0
NFCSP – Family Caregivers: Grandchildren				
CG - Supplemental	$	$	0	0
CG – Respite Care	$	$	0	0
CG - Assistance	$	$		

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

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

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

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

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

2. **TERMS OF AGREEMENT.**

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

A. The Vendor agrees to:

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

AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned.

6. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA. An automatic charge of 1/12 of budgeted local income will be applied monthly. The Letter of Commitment of local funds shall be submitted with the signed contract.
7. Maintain communication and correspondence concerning clients' status with the Agency.
8. At a minimum, attend two (2) training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
9. Submit timely and accurate information necessary for reimbursement.
   a. All SAMS data should be verified and reconciled by the Vendor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA Santa Fe office by the 7th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Vendor.
   b. Quarterly financial reports with year-to-date to include approved budget, year-to-date expenses and year-to-date revenue, to be submitted by the 15th working day of the month following the end of the quarter.
10. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
11. Employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward or payment.
12. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Vendors must ensure that the farm food products meet the state EID requirements.
13. Will submit contingency plan to address unforeseen circumstances when service delivery is threatened.
14. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.
15. Will inform NCNMEDD Non-Metro AAA of any substantial changes in organization and/or services.

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

1. Review client intake and assessment forms completed by the Vendor, as applicable, to determine client eligibility. Client intake and assessment forms will be housed at the NCNMEDD Non-Metro Area Agency on Aging (as applicable).
2. Maintain communication and correspondence concerning clients' status.
3. Provide timely consultation and technical assistance to the Vendor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all clients.
6. Provide start-up funds at the discretion of NCNMEDD Non-Metro AAA.
7. Allow re-negotiation of cost of services based on contingency plan, i.e. loss of local dollars.

3. ASSURANCES.

A. *Americans with Disabilities Act of 1990 –*

The Vendor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

B. *Section 504 of the Rehabilitation Act of 1973 –*

The Vendor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Vendor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.

C. *Age Discrimination in Employment Act of 1967 –*

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

D. *Drug Free Workplace*

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

E. *Certification Regarding Debarment*

The Vendor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency.

F. *Independent Audit*

The Vendor will provide a financial and compliance audit report (s) to the Agency covering the period of July 1, 2017 through June 30, 2018. 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 Vendor, expending equal to $750,000 but less than or equal to $25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised 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 Vendor will provide the Agency with a copy of annual audited financial statements; OR,
3. Governmental-type vendors expending less than $500,000 in combined federal awards shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.) which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
4. Non-governmental vendors expending between $25,000 in federal and state funds combined and less than $500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A

fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.

5. For those vendors that expend less than $15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Agency, such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided and final number of individuals served.
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 vendor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

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

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

I. *Non-Discrimination Service Delivery.*

The Vendor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

4. TERM.

This Agreement shall begin on July 1, 2017 and terminate on June 30, 2018, unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150.

5. TERMINATION.

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

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

6. **BREACH OF AGREEMENT BY VENDOR.**

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

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

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

1. The Agency may install a program monitor for a specified time period to closely observe the Vendor's efforts to comply with obligations remaining under this Agreement. Unless otherwise deemed confidential under applicable law, such monitor shall have authority to review any or all of the Vendor's records, policies, procedures, and financial records germane to the Vendor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Vendor to advise in the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds paid to the Vendor hereunder.

2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Vendor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation paid to Vendor.

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

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

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

6. The Agency may pursue any other remedy as may be provided under applicable law.

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

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

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

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

11. RELEASE.
The Vendor acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees from all liabilities, claims and obligations, whatsoever, arising from or under this Agreement. The Vendor agrees not

to purport to bind the Agency unless the Vendor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY.

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

13. PRODUCT OF SERVICE – COPYRIGHT.

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

14. CONFLICT OF INTEREST.

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

15. AMENDMENT.

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

16. MERGER.

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

17. PENALTIES.

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

18. APPLICABLE LAW.

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

19. WORKERS COMPENSATION.

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

20. RECORDS AND FINANCIAL AUDIT.

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

21. INDEMNIFICATION.

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

22. INTERNAL DISPUTE MEDIATION.

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

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

amount to a material breach of Agreement.

6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

23. PARTICIPANT GRIEVANCE.

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

24. KEY PERSONNEL.

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

1. Program Director
2. Financial Manager

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

25. INVALID TERM OR CONDITION.

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

26. ENFORCEMENT OF AGREEMENT.

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

27. NOTICES.

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

AGENCY:	VENDOR:
NCNMEDD	______________________
Attn: Marcia A. Medina	______________________
3900 Paseo Del Sol	______________________
Santa Fe, NM 87507	______________________

28. INSURANCE.

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

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

30. SIGNATURES.
For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2017.

____
Legal Name of Vendor

____
Signature

____
Printed/Typed Name of Signatory

____
Date

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

Tim Armer
Signature

Tim Armer, Executive Director
Printed/Typed Name of Signatory

June 22, 2017
Date

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

GRANTEE:	City of Alamogordo			APPROVED BUDGET PERIOD		Grant/Action	NGA DATE
ADDRESS:				FROM: 7/1/2017		New/Cont: X	7/1/17
PHONE:				TO: 6/30/2018		Revision:	
						BAR:	
						Other:	
DESCRIPTION		FEDERAL	STATE	LOCAL	Fundraising-Foundations	PROJ. INC.	TOTAL
Title IIIB 93.044	Access	$ 38,820.00	$ 20,465.00	$ 82,206.74	$ -	$ 39,300.00	$ 180,791.74
	In-Home	$ -	$ 18,578.00	$ 32,074.54	$ -	$ 7,000.00	$ 57,652.54
	Community All Other	$ -	$ 14,744.41	$ -	$ -	$ -	$ 14,744.41
	Sub Total	$ 38,820.00	$ 53,787.41	$ 114,281.28	$ -	$ 46,300.00	$ 253,188.69
Title IIIC1 93.045	Meal Costs	$ 55,428.00	$ 77,216.85	$ 64,078.24	$ -	$ 72,000.00	$ 268,723.09
	Sub Total	$ 55,428.00	$ 77,216.85	$ 64,078.24	$ -	$ 72,000.00	$ 268,723.09
Title IIIC2 93.045	Meal Costs	$ 20,477.00	$ 89,557.74	$ 169,753.14	$ -	$ 32,000.00	$ 311,787.88
	SubTotal	$ 20,477.00	$ 89,557.74	$ 169,753.14	$ -	$ 32,000.00	$ 311,787.88
Title IIID 93.043	Evidence Based	$ -	$ -	$ -	$ -	$ -	$ -
	Sub Total	$ -	$ -	$ -	$ -	$ -	
Title IIIE 93.052	Care Giver Support	$ -	$ -	$ -	$ -	$ -	$ -
	Sub Total	$ -	$ -	$ -	$ -	$ -	$ -
DEMONSTRATION GRANT ALZHEIMER	Respite Care	$ -	$ -	$ -	$ -	$ -	$ -
	Sub Total	$ -	$ -	$ -	$ -	$ -	$ -
ALL STATE OTHER		$ -	$ -	$ -	$ -	$ -	$ -
	Sub Total	$ -	$ -	$ -	$ -	$ -	$ -
SUB TOTALS	Title IIIB 93.044	$ 38,820.00	$ 53,787.41	$ 114,281.28	$ -	$ 46,300.00	$ 253,188.69
	Title IIIC1 93.045	$ 55,428.00	$ 77,216.85	$ 64,078.24	$ -	$ 72,000.00	$ 268,723.09
	Title IIIC2 93.045	$ 20,477.00	$ 89,557.74	$ 169,753.14	$ -	$ 32,000.00	$ 311,787.88
	Title IIID 93.043	$ -	$ -	$ -	$ -	$ -	$ -
	Title IIIE 93.052	$ -	$ -	$ -	$ -	$ -	$ -
	Alzheimer Respite Care	$ -	$ -	$ -	$ -	$ -	$ -
	All State Other	$ -	$ -	$ -	$ -	$ -	$ -
	GRAND TOTAL	$ 114,725.00	$ 220,562.00	$ 348,112.66	$ -	$ 150,300.00	$ 833,699.66

COMPUTATION OF GRANT		8.Federal/State Shares will be comprised of:			
1.EstimatedTotal Cost..........	$ 833,699.66	a.Federal/State grant unearned In previous project year(s)	FY 20 __	Federal	
2.LESS Anticipated Proj. Inc.	$ 150,300.00			State	
3.Estimated Net Cost.............	$ 683,399.66				
4.Non-federal and Non-state Share of Net Cost..........		b. Carry Over	FY 20 ___	Federal	
				State	
5.Proj. Inc. (Used as Match).......	$ 150,300.00				
6.Federal Share of Net Cost.....	$ 114,725.00				
7.State Share of Net Cost....	$ 220,562.00	c. New Obligational Authority Herein Awarded	FY-	Federal	$ 114,725.00
				State	$ 220,562.00

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 fullyto the Area Agency.
2. If a federal and/or state audit has not been made within three (3) years after project termination, projectrecords 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 projectyear.
5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be madein accordance with current state policies.
6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.
7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
8. Inventory of project equipment will be maintained and submitted as requested.
9. Project records will preserved and kept available to federal and state auditors at the primary offices of the Grantee.

<table>
<tr><td colspan="2">Signature of NCNMEDD Non-Metro Area Agency on Aging Authorizing Official:</td><td>We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.</td></tr>
<tr><td rowspan="2">[signature]</td><td rowspan="2">6/22/17</td><td>Date:</td></tr>
<tr><td>Date:</td></tr>
<tr><td>Tim Armer
Executive Director</td><td>Date:
June 22, 2017</td><td></td></tr>
</table>

Non-Metro Area Agency on Aging
Summary of Budgeted Revenues (SBR)
FY 20017-2018

Contractor: City of Alamogordo/Alamo Sr. Ctr.

Date: 7/1/2017
Pg 1 of 2

Funding Sources	Congregate Meals	Home-Del. Meals	Transportation	Assisted Transportation	Case Mgmt	Adult Day Care	Chore	Homemaker	CE-Health Education Training	Physical Fitness/ Exercise	CE-Staff Training in CE Prog.	Health Screening	Medication Management	Respite Caregivers of Elders	Respite Elders Caring of Children	Access Assistance	Counseling	Information Services	Supplemental Services	TOTAL
Federal Title IIIB			$ 38,820.00	$ -	$ -	$ -	$ -	$ -												$ 38,820.00
Federal Title IIIC1	$ 68,428.00																			$ 68,428.00
Federal Title IIIC2		$ 20,477.00																		$ 20,477.00
Federal Title IIID									$ -		$ -									$ -
Federal Title IIIE														$ -	$ -	$ -	$ -	$ -	$ -	$ -
NSP	$ 30,213.00	$ 30,213.00																		$ 60,426.00
State	$ 77,216.85	$ 89,557.74	$ 20,486.00	$ -	$ -	$ -	$ -	$ 18,578.00	$ -	$ 14,744.41	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 220,582.00
Local Cash (City/County/Town)	$ 64,078.24	$ 169,753.14	$ 82,206.74	$ -	$ -	$ -	$ -	$ 32,074.84	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 348,112.68
Fundraising	$ -			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Grants/Foundations				$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Funded Senior Empl. Prog	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
In-Kind	$ 256,359.80	$ 207,778.00	$ 32,082.00	$ -	$ -	$ -	$ -	$ 24,827.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 520,847.80
Program Income:																				$ -
Transportation			$ 6,000.00	$ -																$ 6,000.00
Housekeeping								$ 7,000.00												$ 7,000.00
Adult Day Care						$ -														$ -
Other:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Congregate Meals Donations	$ 72,000.00																			$ 72,000.00
Home Delivered Donations		$ 32,000.00																		$ 32,000.00
Other:	$ -	$ -	$ 34,300.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 34,300.00
[illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]	$ [illegible]
TOTAL:	$ 643,295.89	$ 649,779.88	$ 213,873.74	$ -	$ -	$ -	$ -	$ 82,379.84	$ -	$ 14,744.41	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,414,873.48
Projected Units	41,880	33,580	13,250	-	-	-	-	1,104	-	11,000	-	-	-	-	-	-	-	-	-	$ 894,128
Total Cost of Service (CoS)	$ 13.54360	$ 16.66000	$ 16.06684					$ 74.52957		$ 1.34040										978231
Total CoS w/o In-Kind	$ 7.30112	$ 10.38368	$ 13.64466					$ 52.22180		$ 1.34040										$ 84,185
Total CoS w/o SEP/NSP	$ 12.80000	$ 16.03946	$ 16.06684					$ 74.52957		$ 1.34040										
Total CoS w/o In-Kind/SEP/NSP	$ 6.54422	$ 9.44812	$ 13.64466					$ 52.22150		$ 1.34040										

Funding %

	Congregate Meals	Home-Del. Meals	Transportation	Assisted Transportation	Case Mgmt	Adult Day Care	Chore	Homemaker	CE-Health Education Training	Physical Fitness/ Exercise	CE-Staff Training in CE Prog.	Health Screening	Medication Management	Respite Caregivers of Elders	Respite Elders Caring of Children	Access Assistance	Counseling	Information Services	Supplemental Services	
Federal IIIB	0.00000%	0.00000%	18.[illegible]%					0.00000%		0.00000%										$ 335,287
Federal IIIC1	[illegible]%	0.00000%	0.00000%					0.00000%		0.00000%										$ 348,113
Federal IIIC2	0.00000%	[illegible]%	0.00000%					0.00000%		0.00000%										$ 12,020
Federal IIID	0.00000%	0.00000%	0.00000%					0.00000%		0.00000%										
Federal IIIE	0.00000%	0.00000%	0.00000%					0.00000%		0.00000%										
Federal NSP	[illegible]%	[illegible]%	0.00000%					0.00000%		0.00000%										
State	[illegible]%	[illegible]%	[illegible]%					[illegible]%		100.00000%										
Local Cash (City/County/Town)	[illegible]%	[illegible]%	[illegible]%					[illegible]%		0.00000%										
Program Income	[illegible]%	[illegible]%	[illegible]%					[illegible]%		0.00000%										
Fundraising	0.00000%	0.00000%	0.00000%					0.00000%		0.00000%										
Other Grants/Foundations	0.00000%	0.00000%	0.00000%					0.00000%		0.00000%										
State Funded Senior Empl. Prog.	0.00000%	0.00000%	0.00000%					0.00000%		0.00000%										
In-Kind	[illegible]%	[illegible]%	[illegible]%					[illegible]%		0.00000%										
Total of %'s	100.00000%	100.00000%	100.00000%					100.00000%		100.00000%										

OAA Title III Contract Cost

	Congregate Meals	Home-Del. Meals	Transportation	Assisted Transportation	Case Mgmt	Adult Day Care	Chore	Homemaker	CE-Health Education Training	Physical Fitness/ Exercise	CE-Staff Training in CE Prog.	Health Screening	Medication Management	Respite Caregivers of Elders	Respite Elders Caring of Children	Access Assistance	Counseling	Information Services	Supplemental Services
Federal IIIB	$ -	$ -	$ 2.82991					$ -		$ -									
Federal IIIC1	$ 1.35190	$ -	$ -					$ -		$ -									
Federal IIIC2	$ -	$ 0.62057	$ -					$ -		$ -									
Federal IIID	$ -	$ -	$ -					$ -		$ -									
Federal IIIE	$ -	$ -	$ -					$ -		$ -									
State	$ 1.88334	$ 2.71387	$ 1.54453					$ 16.82790		$ 1.34040									
Total Federal & State	$ 3.23524	$ 3.33439	$ 4.47434					$ 16.82790		$ 1.34040									

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 07/11/2017 **Report Date:** 07/07/2017 **Report No:** 8.

Submitted By:

Subject: Discussion and possible direction on ban of fireworks within city limits. *(Nadia Sikes, Commissioner)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation:

Background: Discussion and possible direction on Ordinance 12-04.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 07/11/2017 **Report Date:** 07/07/2017 **Report No:** 9.

Submitted By:

Subject: Discussion and possible action on Alamogordo Welcome signs. *(Maggie Paluch, Acting City Manager)*

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation:

Background: Discussion and possible action on Alamogordo Welcome signs.

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 07/11/2017 **Report Date:** 07/06/2017 **Report No:** 10.

Submitted By: Cheryl Otero Baker

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

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation: Appoint to the Alamogordo Library Advisory Board and Alamogordo Promotion Board.

Background:

Airport Zoning Board. Three (3) vacancies. Staff Liaison - Laurie Dean
(Opening due to the expired term of Darron Williams and the resignation of Frank Nelson and Paul Vigneault.) No nominations received.

Alamogordo Disability Council. Three (3) vacancies. Staff Liaison - ****No Staff Liaison appointed to this Council**** *(Openings due to the resignation of Viviane Ackall, and expired terms of Lori Adam and Rita Martinez)* No nominations received.

Alamogordo Library Advisory Board. One (1) vacancy. Staff Liaison - Melissa Garcia
(One opening due to the expiring term of William G Dennis II)
The following individual has applied for appointment to this board:
William G Dennis II - if appointed, this will be his 4th term.

Alamogordo Promotion Board. One (1) vacancy. Staff Liaison - Jan Wafful
(Opening due to the expiring term of Bob Flotte)
The following individual has applied for appointment to this board:
Bob Flotte- if appointed, this will be his 7th term

Community Development Advisory Committee. Six (6) vacancies. Staff Liaison - Cynde Sagenkahn *(Opening due to the expired term of Bruce Knee, Melanie Hall, and Gloria Vaughn; and the resignation of Eddie Kemp and Arthur Alterson)*

Housing Authority Advisory Board. One (1) vacancy. Staff Liaison - Evelyn Huff *(Opening due to the expiring term of Kandace Daugherty)* No nominations received.

Mayors Committee on Aging. Three (1) vacancy. Staff Liaison – Britney Courtier *(Openings due to the resignation of Dawn Lewis)* No nominations received.

Senior Volunteer Programs Advisory Council. Three (3) vacancies. Staff Liaison - Julie Baker *(Openings due to the resignations of Jennifer Euler, Laura L Blackmon, and William Whitley)*

ALAMOGORDO LIBRARY
ADVISORY BOARD

RECEIVED
MAY 23 2017
CITY CLERK

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

Name: WILLIAM G. DENNIS II (BILL)

Home Phone: (575) 437-4125 Work Phone: N/A

Cell Phone: N/A Fax No: N/A

e-mail address: N/A

Physical Address: 602 SOUTH FLORIDA AVENUE - LOT # 1128 - ALAMOGORDO, NEW MEXICO 88310-7984

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

Mailing Address: 602 S. FLORIDA AVENUE - LOT # 1128 ALAMOGORDO, NEW MEXICO 88310-7984

Present Employer: U.S.A.F. RETIRED Job Title: RETIREE

Board/Committee you wish to serve on:

First choice: ALAMOGORDO PUBLIC LIBRARY ADVISORY BOARD

Second choice: N/A

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

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

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

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

Experience and education relating to the Board/Committee: THREE ASSOCIATES DEGREES FROM NMSU-A. LIFE MEMBER FRIENDS OF ALAMOGORDO PUBLIC LIBRARY. VOLUNTEER WORK FOR APLF. MEMBER AIR FORCE ASSOCIATION. MEMBER AMERICAN LEGION. LIFE MEMBER OF THE NCOA. THREE TERMS (6 YRS) ON LIBRARY BOARD - FORMER CHAIRMAN, VICE CHAIR, / CURRENTLY AS SECRETARY. REGULAR ATTENDANCE AT CITY COMMISSION MEETINGS

Please indicate your interest in serving on a City Board/ Committee: TO CONTINUE IN FAITHFUL SERVICE TO THE LIBRARY BOARD (MISSED ONLY 3 MEETINGS IN 6 YEARS), AND COMMITMENT TO OUR GREAT CITY. YOU WILL NEVER GRADUATE FROM THE USE OF THE LIBRARY.

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (575)439-4205
FAX: (575)439-4396

ALAMOGORDO PROMOTION BOARD

RECEIVED
JUN 27 2017
CITY CLERK

City of Alamogordo

APPLICATION TO SERVE ON A CITY BOARD/COMMITTEE

Name: BOB FLOTTE

Home Phone: 575-437-1245 Work Phone: 575-437-0917

Cell Phone: 575-430-8159 Fax No: 575-437-9917

e-mail address: BFLOTTE @ HOTMAIL.COM

Physical Address: 3001 N. FLORIDA

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

Mailing Address: 3001 N FLORIDA

Present Employer: SELF / CHAMPION REGENCY Job Title: RADIO STATION / KHII KTMN - OWNER

Board/Committee you wish to serve on:

First choice: PROMOTION BOARD

Second choice: ____

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:

BOARD MEMBER / CHAIR - FOR SEVERAL YEARS
RADIO STATION OWNER / PR

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

UP FOR RE APPOINTMENT

Please return completed application to:

City Clerk's Office
1376 E. Ninth Street
Alamogordo, NM 88310
PHONE: (575)439-4205
FAX: (575)439-4396

AGENDA REPORT
CITY OF ALAMOGORDO
CITY COMMISSION

Meeting Date: 07/11/2017 **Report Date:** 06/28/2017 **Report No:** 11.

Submitted By: Dorothy Murphy

Subject: Adjourn into Executive Session in compliance with Section 10-15-1(H), NMSA 1978 (as amended), to discuss Pending litigation, Wendy Irby v. Galea, et al. and Frank and Judy Medieros.

Fiscal Impact:
Amount Budgeted:
Fund:

Additional Fiscal Impact:

Recommendation:

Background: