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**City of Las Cruces**<sup>®</sup>  
 PEOPLE HELPING PEOPLE

**Council Action and Executive Summary**

Item # 16 Ordinance/Resolution# 10-016 Council District: All City

For Meeting of July 6, 2009  
 (Adoption Date)

**TITLE:**

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A GRANT AWARD FOR FISCAL YEAR 2009-2010 IN THE AMOUNT OF \$61,131 FROM THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE AND \$15,785 FROM THE STATE OF NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT WITH THE CITY CONTRIBUTING \$107,020 FOR A TOTAL OF \$183,936 FOR THE RIO GRANDE VALLEY RETIRED AND SENIOR VOLUNTEER PROGRAM AND TO ADJUST THE FISCAL YEAR 2009-2010 CITY BUDGET.**

**PURPOSE(S) OF ACTION:** A resolution accepting a grant award totaling \$76,916 from the Corporation for National and Community Service and the State of New Mexico Aging and Long-Term Services Department with the City Contributing \$107,020 for a total of \$183,936 for Fiscal Year 2009-2010 for the Rio Grande Valley Retired for the period July 1, 2009, through June 30, 2010.

<b>Name of Drafter:</b> Shelley Modell <i>Shelley Modell</i>		<b>Department:</b> Public Services/Senior Programs		<b>Phone:</b> 528-3000	
<b>Department</b>	<b>Signature</b>	<b>Phone</b>	<b>Department</b>	<b>Signature</b>	<b>Phone</b>
Originating Department	<i>[Signature]</i>	528-3477	Budget	<i>[Signature]</i>	2300
			Assistant City Manager	<i>[Signature]</i>	
Legal	<i>[Signature]</i>	2124	City Manager	<i>[Signature]</i>	2676

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

The Rio Grande Valley Retired and Senior Volunteer Program (RSVP) was established in 1973 to address critical community needs by engaging retired and semi-retired seniors, 55 years of age and older, in volunteer services. RSVP provides volunteers with the opportunity to share their lifetime talents, experiences, and skills to meet community needs. Volunteers serve in a diverse range of non-profit organizations, public agencies, and good-faith based groups. The year-to-date RSVP membership consists of approximately 830 volunteers, serving 104 local organizations, and contributing 96,949 hours of service.

In April 2009, RSVP submitted a grant application requesting continuation funding from the Corporation for National and Community Service and the State of New Mexico Aging and Long-Term Services Department. As a result, RSVP has received a Federal appropriation in the amount of \$61,131 and a State appropriation in the amount of \$15,785 with the City

(Continue on additional sheets as required)

contributing \$107,020. The City's contribution reflects the difference between the Federal and State allocation and the total RSVP program costs of \$183,936.

A budget adjustment to the Fiscal Year 2009-2010 City budget is needed to reflect the contract award.

**SUPPORT INFORMATION:**

Fund Name / Account Number	Amount of Expenditure	Budget Amount
RSVP/21205110-14000	183,936	\$183,936

1. Resolution.
2. Exhibit "A"-- Corporation for National and Community Service Notice of Grant Award.
2. Exhibit "B"-- State of New Mexico Aging and Long-Term Services Department Professional Services Contract 10-624-4000-0058.
3. Exhibit "C"-- Budget Adjustment

**OPTIONS / ALTERNATIVES:**

1. If approved, the funding will be used to engage retired and semi-retired seniors, 55 years of age and older, in volunteer services.
2. If not approved, the Retired Senior Volunteer Program will operate at a reduced level of service and/or suspend volunteer services in the community.
3. Council may direct modification of the contracts and/or provide staff with alternate direction for senior volunteer services.

RESOLUTION NO. 10-016

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A GRANT AWARD FOR FISCAL YEAR 2009-2010 IN THE AMOUNT OF \$61,131 FROM THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICE AND \$15,785 FROM THE STATE OF NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT WITH THE CITY CONTRIBUTING \$107,020 FOR A TOTAL OF \$183,936 FOR THE RIO GRANDE VALLEY RETIRED AND SENIOR VOLUNTEER PROGRAM AND TO ADJUST THE FISCAL YEAR 2009-2010 CITY BUDGET.**

The City Council is informed that:

**WHEREAS**, the Rio Grande Valley Retired and Senior Volunteer Program (RSVP) was established in 1973 to address critical community needs by engaging retired and semi-retired seniors, 55 years of age and older, in volunteer services; and

**WHEREAS**, RSVP provides volunteers with the opportunity to share their lifetime talents, experiences, and skills to meet community needs; and

**WHEREAS**, volunteers serve in a diverse range of non-profit organizations and public agencies; and

**WHEREAS**, the year-to-date RSVP membership consists of approximately 830 volunteers, serving 104 local organizations, and contributing 96,949 hours of service; and

**WHEREAS**, in April 2009, RSVP submitted a grant application requesting continuation funding from the Corporation for National and Community Service and the State of New Mexico Aging and Long-Term Services Department; and

**WHEREAS**, as a result, RSVP has received a Federal appropriation in the amount of \$61,131 and a State appropriation in the amount of \$15,785 with the City contributing \$107,020 for a total of \$183,936 for the period July 1, 2009, through June 30, 2010; and

Resolution No. \_\_\_\_\_, con't.  
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**WHEREAS**, a budget adjustment to the Fiscal Year 2009/2010 City budget is needed to reflect the contract award.

**NOW, THEREFORE**, Be it resolved by the governing body of the City of Las Cruces:

**(I)**

**THAT** the Mayor is authorized to sign the Professional Services contract with the State of New Mexico Aging and Long-Term Services Department designated as Exhibit "A," attached hereto and made a part of this Resolution.

**(II)**

**THAT** the City of Las Cruces Fiscal Year 2009-2010 City budget is hereby adjusted as designated in Exhibit "C," attached hereto and made a part thereof.

**(II)**

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

**DONE AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

APPROVED:

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

VOTE:

\_\_\_\_\_  
City Clerk

Mayor Miyagishima: \_\_\_\_\_  
Councillor Silva: \_\_\_\_\_  
Councillor Connor: \_\_\_\_\_  
Councillor Archuleta: \_\_\_\_\_  
Councillor Small: \_\_\_\_\_

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Moved by: \_\_\_\_\_

Councillor Jones: \_\_\_\_\_  
Councillor Thomas: \_\_\_\_\_

Seconded by: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

For Official Use Only  
236**Notice of Grant Award****Corporation for National and Community Service**

601 Walnut Street, Suite 876 E

Philadelphia, PA 19106

**Retired and Senior Volunteer Program****Grantee**

City of Las Cruces

EIN: 856000147

200 North Church Street P. O. Box 20000 Las Cruces NM 88001-3512

**Award Information**

Agreement No.:	08SRWNM001	Project Period:	07/01/2008 - 06/30/2011
Amendment No.:	1	Budget Period:	07/01/2009 - 06/30/2010
CFDA No.:	94.002		

**Award Description**

FY 2009 award of \$61,131 for RSVP year 2 of 3.

**Purpose**

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the Domestic Volunteer Service Act of 1973, as amended (42 U.S.C., Chapter 22).

**Funding Information**

Current Year	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$0	\$61,131	\$61,131
Grantee's Unobligated Balance (Carryover)	\$0	\$0	\$0
Total Available	\$0	\$61,131	\$61,131

**Cumulative Funding for Project Period**

Total Awarded in Previous Years	\$61,131
Total CNCS Funds Awarded to Date	<b>\$122,262</b>

**Funding Source and Amount**

2009--OPE1-P74-COO-61515-4101	\$0.00
2009--OPE1-P74-COO-61409-4101	\$61,131.00

**Special Conditions**

Costs allowed under this grant are limited to those categories contained in the signed application package dated June 1, 2009.

**Terms of Acceptance:** By accepting funds under this grant, the Grantee agrees to comply with all terms and conditions of the grant that are on the Corporation's website at <https://egrants.cns.gov/termsandconditions/RSVPTandC%20Revised%2020090115.pdf>, all assurances and certifications made in the Grant application, and all applicable federal statutes, regulations and guidelines. The Grantee agrees to administer the funded Program in accordance with the approved Grant application and budget(s), supporting documents, and other representations made in support of the approved Grant application.

Corporation for National and Community Service:

# Notice of Grant Award

601 Walnut Street, Suite 876 E  
Philadelphia, PA 19106

## Retired and Senior Volunteer Program

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### Grantee

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City of Las Cruces  
200 North Church Street P. O. Box 20000 Las Cruces NM 88001-3512

EIN: 856000147

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Corporation for National and Community Service:

 06/05/2009

Janet Caranci, (215)597-2860  
Grants Official

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Signature Date

Michelle Griffith, 505-988-6577  
Program Official

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Janet Caranci  
Name (typed)

Senior Grants Officer  
Title

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## Rio Grande Valley RSVP City of Las Cruces

Application ID: 09SR099184

Budget Dates: 07/01/2008 - 06/30/2011

	Total Amt	CNCS Share	Grantee Share	Excess Amount
<b>Section I. Volunteer Support Expenses</b>				
A. Project Personnel Expenses	94,177	36,372	48,942	8,863
B. Personnel Fringe Benefits	8,432	0	8,432	0
FICA	5,570	0	5,570	0
Health Insurance	4,232	0	4,232	0
Retirement	13,807	0	13,807	0
Life Insurance	60	0	60	0
Total	\$32,101	\$0	\$32,101	\$0
C. Project Staff Travel				
Local Travel	2,000	0	953	1,047
Long Distance Travel	5,150	2,750	1,650	750
Total	\$7,150	\$2,750	\$2,603	\$1,797
D. Equipment				
E. Supplies	1,080	0	1,080	0
F. Contractual and Consultant Services	825	118	707	0
I. Other Volunteer Support Costs	6,462	525	5,887	50
J. Indirect Costs				
<b>Section I. Subtotal</b>	<b>\$141,795</b>	<b>\$39,765</b>	<b>\$91,320</b>	<b>\$10,710</b>
<b>Section II. Volunteer Expenses</b>				
A. Other Volunteer Costs	1,875	800	1,075	0
Meals	2,000	0	2,000	0
Uniforms	0	0	0	0
Insurance	3,566	3,566	0	0
Recognition	8,000	4,000	2,000	2,000
Volunteer Travel	26,700	13,000	10,625	3,075
Total	\$42,141	\$21,366	\$15,700	\$5,075
<b>Section II. Subtotal</b>	<b>\$42,141</b>	<b>\$21,366</b>	<b>\$15,700</b>	<b>\$5,075</b>
<b>Budget Totals</b>	<b>\$183,936</b>	<b>\$61,131</b>	<b>\$107,020</b>	<b>\$15,785</b>
<b>Funding Percentages</b>		<b>36.4%</b>	<b>63.6%</b>	
<b>Required Match</b>		n/a		
<b># of years Receiving CNCS Funds</b>		n/a		

## STATE OF NEW MEXICO

**AGING & LONG-TERM SERVICES DEPARTMENT**  
**PROFESSIONAL SERVICES CONTRACT 10-624-4000-0058**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Aging and Long-Term Services Department**, hereinafter referred to as (the "Agency") and City of Las Cruces, hereinafter referred to as (the "Contractor"), and is effective as of the date set forth below upon which it is executed by the Aging and Long-Term Services Department ("ALTSD")

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

The Contractor shall perform the work outlined in the Scope of Work, which is hereby incorporated and made a part of this contract as Attachment 1.

Performance Measures.

Contractor shall substantially perform the Performance Measures set forth in Attachment 1.

**2. Compensation.**

**A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$ 15,785.00. This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.**

B. The Agency shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables as outlined in the scope of work and performance measures. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$ 15,785.00. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within five working days of receipt of funds from that funding agency.

**3. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE AGING AND LONG-TERM SERVICES DEPARTMENT. This Agreement shall begin on July 1, 2009 and terminate on June 30, 2010 unless terminated pursuant to paragraph 4, infra, or paragraph 5. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**4. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, 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. "THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT."

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 records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico 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 Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**6. Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax, unless the contract is between two public entities. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due 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. Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal law or regulations.

**11. 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 developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**12. Conflict of Interest; Governmental Conduct Act.**

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 or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

**13. Amendment.**

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

**14. 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.

**15. Penalties for violation of law.**

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

**16. 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 assures 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.

**17. Applicable Law.**

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

**18. Workers Compensation.**

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

**19. Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records 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 Contractor receives federal funds subject to the Single Audit Act, the Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

**20. 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.

**21. New Mexico Employees Health Coverage.**

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to:

(1) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(2) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(3) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwmxico.state.nm.us/>.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

**22. Invalid Term or Condition.**

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

**23. Enforcement of Agreement.**

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

**24. Notices.**

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

To the Agency: Carmela Martinez  
2550 Cerrillos Road  
Santa Fe, NM 87505

To the Contractor: City of Las Cruces  
attn: Accounting PO Box 20000  
Las Cruces, NM 88004

**25. Authority.**

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

**The remainder of this page is left blank intentionally.**

**EXECUTED AND AGREED TO by signatures below:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Aging and Long-Term Services Department

By: \_\_\_\_\_ Date: \_\_\_\_\_  
ALTSD's Legal Counsel –Certifying legal sufficiency

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 01-406383-002

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Taxation and Revenue Department

## NOTIFICATION OF GRANT AWARD

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

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

**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 Aging & Long-Term Serviced Department 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 Aging & Long-Term Services Department.
  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 Aging & Long-Term Services Department.
  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 Aging & Long-Term Services Department this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Aging & Long-Term Services Department 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 Aging & Long-Term Services Department.
  7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
  8. Inventory of project equipment will be maintained and submitted as requested.

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

ALTSD Authorizing Official:

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

Signature:

Signature:

Signature:

**Attachment One**  
**Scope of Work**

**A. The Contractor shall:**

Provide services to administer a "Retired and Senior Volunteer Program" in order to provide a variety of opportunities for persons aged fifty-five (55) and over to participate more fully in the life of their communities through significant volunteer service.

General Provisions :

1. General Administration.

The Contractor agrees to administer the Retired Senior Volunteer Program according to the approved project application and the Notification of Grant Award (NGA) attached hereto and incorporated herein by reference. The Contractor further assures:

- A. It will comply with rules and regulations pursuant to the Laws of the State of New Mexico, the Department policies and procedures, and in accordance with Public Law 93-113, Domestic Volunteer Services Act, as amended, and the federal Retired Senior Volunteer Program Handbook.
- B. It will provide for necessary supervision and technical assistance as needed and/or requested.
- C. It will notify the Department of any anticipated legal action involving the funds awarded under this Agreement.
- D. It will comply with all reporting requirements of the Department. It will furnish to the Department monthly expenditure reports and other necessary information the Department requires for the administration of the approved project plan. Expenditure reports are due by the tenth (10<sup>th</sup>) working day after the last day of each month.

2. Compensation.

Compensation shall be used for volunteer support expenses. A plan, with a specific annualized budget for state funds, submitted by the Contractor outlining specific services to be provided, has been approved by the Department. The NGA, attached hereto, represents the annualized budget and is incorporated herein by reference. The implementation of the plan requires the provision of initial administrative and coordination services necessary for delivery of services to the elderly. These include establishing the administrative function, recruiting and training volunteers and identifying volunteer stations. Upon certification by the Contractor that such initial services have been provided, an initial reimbursement of an amount not to exceed twelve percent (12%) of the total annualized state budget shall be made within fifteen (15) working days of the execution of this Agreement. Thereafter, reimbursements shall be made based on monthly expenditure and draw down reports furnished by the Contractor.

### 3. Audit.

The Contractor will provide a financial and compliance audit report to the Department covering the period July 1, 2009 to June 30, 2010. Audit reports provided to the Agency must include a copy of the Auditor's management letter. The Contractor audit and the provider audits shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions:

- A. The Contractor and its subcontractors, expending \$500,000 or more in combined federal funds shall have an audit conducted in accordance with Revised Circular A-133, which incorporates the 1996 Single Audit Act amendments. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency.
- B. Governmental type contractors or subcontractors, who expend 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, which facilitates a reconciliation of these audited costs to the final report. This schedule may be included within the supplementary section of the audit report.
- C. Non-governmental contractors or subcontractors, who expend between \$25,000 in state and federal 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 this Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of both administrative and program expenses for each federal title or program, which facilitates a reconciliation of these audited costs to the final report.
- D. For those contractors or subcontractors that expend less than \$25,000 in combined federal and state dollars, no audit is required. In addition, no audit report is required of vendor type or performance based contractors. The closure of these Agreements shall be based on required financial reports and monitoring efforts.
- E. Submittal of the audit report for governmental 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.
- F. The Contractors 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 A-122, Cost Principles for Nonprofit Organizations in determining the allow ability of costs.

4. Compliance with Notification of Grant Award (NGA).

The Contractor shall abide by all grant conditions set out in the NGA and attached hereto and hereby incorporated by reference.

5. Gross Receipts Tax.

The New Mexico gross receipts tax is not applicable as the Contractor is tax exempt.

6. Key Personnel.

The State Agency shall be notified of all changes in Key Personnel as enumerated under Part 74, Section 103-C, of the Administration of Grants Federal Regulations, Title 45, Part 74. The State Agency considers the following individual to be Key Personnel:

A. Project Director.

7. Non-Discriminating Service Delivery.

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

- A. Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
- B. Provide any services or other benefits to an individual which is different, than those funded under this Agreement;
- C. Subject any individual to segregation or separate treatment in any manner related to his/her receipt of any services or other benefits provided under the funding for this program;
- D. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under this program;
- E. Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must be in order to receive any aid, care, services, or other benefits provided under the funding for this program;
- F. Deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him an opportunity to do so which is different from that afforded others under the program;
- G. 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, 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 preference, age or handicap.

**B. Services will be performed within** City of Las Cruces.

**C. Performance Measures:**

The New Mexico Aging and Long-Term Services Department Statewide Plan for Serving New Mexico's Elders, October 1, 2005 to September 30, 2009 includes as part of the plan the provision for Volunteer Service opportunities, page 32, as follows:

**Retired and Senior Volunteer Program (RSVP)**

The Retired and Senior Volunteer Program has the dual purpose of engaging persons 55 years of age and older in volunteer service to meet critical community needs and of providing high quality experiences to enrich the lives of the volunteers. RSVP encourages older adults to share their lifetime talents, experiences, skills and hobbies with community projects and organizations needing volunteer talent. New Mexico has seventeen RSVP sites with more than 7,300 volunteers enrolled at 970 volunteer stations throughout the state. RSVP volunteers provide more than 1,145,800 hours of service to their respective communities throughout New Mexico.

**Goal**

Continue to enroll additional volunteers to serve their communities.

**Objective**

Secure additional funding to supplement travel expenses for an additional 100 volunteers statewide.

Performance Measures in Scope of Work shall contain measurable goals and objective that are linked to the performance measures of the Agency's Strategic Plan:

**Goal:** To engage persons age 55 and older, in volunteer service to meet critical community needs by providing 54,000 hours of service, and to provide high quality experiences to enrich the lives of the volunteers.

**Objective:** To encourage older adults to share their lifetime talents, experiences, skills and hobbies with community projects and organizations needing volunteer talent.

**Activities:** Identify organizations in need of volunteers.

**Page 1 AGING & LONG TERM SERVICES DEPT. NOTIFICATION OF GRANT AWARD  
RETIREED AND SENIOR VOLUNTEER PROGRAM**

**NGA DATE: June 2009**

<b>GRANTEE: City of Las Cruces</b> <b>ADDRESS: P. O. Box 20000</b> <b>Las Cruces, Nm 88004</b> <b>PHONE: 575-528-3035</b>		<b>APPROVED BUDGET FOR THE PERIOD:</b> <b>FROM: July 1, 2009 TO: June 30, 2010</b> <b>TYPE OF GRANT OR ACTION:</b> <b>New or Cont.: XX Revision:</b>		
<b>BUDGET CATEGORY</b>	<b>TOTAL</b>	<b>FEDERAL</b>	<b>STATE</b>	<b>LOCAL</b>
<b>VOLUNTEER SUPPORT EXPENSES:</b>				
Personnel	94,177	36,372	8,863	48,942
Fringe Benefits	32,101	0	0	32,101
Staff LOCAL Travel	2,000	0	1,047	953
Staff LONG DISTANCE Travel	5,150	2,750	750	1,650
Equipment	0	0	0	0
Supplies	1,080	0	0	1,080
Contractual Service	825	118	0	707
Other: Communications	5,262	525	0	4,737
Printing	1,200	0	0	1,200
Space and Utilities	0	0	0	0
Other Allowable Costs	50	0	50	0
InDirect Costs	0	0	0	0
Subtotal	\$141,845	\$39,765	\$10,710	\$91,370
<b>VOLUNTEER EXPENSES:</b>				
Personnel: Stipends	0	0	0	0
Fringe Benefits:				
Meals	2,000	0	0	2,000
Uniforms	0	0	0	0
Insurance	3,566	3,566	0	0
Physical Examinations	0	0	0	0
Volunteer Travel	26,700	13,000	3,075	10,625
Supplies	0	0	0	0
Contractual Service	0	0	0	0
Other: Recognition	9,825	4,800	2,000	3,025
Other Allowable Costs	0	0	0	0
Subtotal	\$42,091	\$21,366	\$5,075	\$15,650
<b>GRAND TOTALS</b>	<b>\$183,936</b>	<b>\$61,131</b>	<b>\$15,785</b>	<b>\$107,020</b>
<b>PERCENT OF TOTAL COST</b>	<b>100%</b>	<b>33%</b>	<b>9%</b>	<b>58%</b>
<b>COMPUTATION OF GRANT</b>				
1. Estimated Total Cost .....	\$183,936	8. Federal/State Shares will be Comprised of:		
2. Non-federal/state share of net cost.....	\$107,020	a. Grant unearned in previous Federal: project year(s)..... State:		
3. Federal share of net cost .....	\$61,131	b. Carry Over..... Federal: State:		
4. State Share of Net Cost .....	\$15,785	c. New Obligational Federal: Authority Herein Awarded..... State: \$15,785		

**EXHIBIT "C"**

**BUDGET ADJUSTMENT**

**TO BE ATTACHED AT THE OFFICE OF  
MANAGEMENT AND BUDGET**

**CITY OF LAS CRUCES  
ADOPTED BUDGET FY 2009/2010**

<b>FUND</b>				
<b>General Fund 1000</b>				
	<b>FY 2008/09 Projected*</b>	<b>FY 2009/10 Adopted</b>	<b>Adjustment</b>	<b>FY 2009/10 Adjusted</b>
<b>BEGINNING BALANCE</b>	\$ 20,409,862	14,454,454		14,454,454
<b>REVENUES</b>				
512011 to 015 & 911500 Gross Receipts Taxes	\$ 53,960,000	53,699,000		53,699,000
511010 Property Taxes	8,029,209	8,369,756		8,369,756
514010 to 50 Franchise Fees	2,761,175	2,830,644		2,830,644
546301 to 08 Administrative Transfers	1,866,442	2,020,234		2,020,234
533001 Police Fines	1,075,782	1,098,373		1,098,373
521002 Subdivision Fees	270,000	276,750		276,750
All Other Revenues	5,279,035	5,470,876		5,470,876
<b>TOTAL REVENUES</b>	<b>\$ 73,241,643</b>	<b>73,765,633</b>	<b>0</b>	<b>73,765,633</b>
<b>TOTAL RESOURCES</b>	<b>\$ 93,651,505</b>	<b>88,220,087</b>	<b>0</b>	<b>88,220,087</b>
<b>EXPENDITURES</b>				
Administration	\$ 1,843,217	2,097,512		2,097,512
Community Development	1,531,820	1,879,236		1,879,236
Facilities	8,762,163	11,750,833		11,750,833
Financial Services	3,377,571	3,505,997		3,505,997
Fire	8,690,432	8,651,060		8,651,060
Human Resources	916,325	958,900		958,900
Judicial	1,313,729	1,567,634		1,567,634
Legal	1,614,796	1,845,985		1,845,985
Legislative	764,069	703,581		703,581
Police	19,635,046	18,629,434		18,629,434
Public Services	7,863,009	6,308,245	35,945	6,344,190
Public Works	5,930,298	5,487,983		5,487,983
Reserves	1,540,632	1,799,483		1,799,483
Transfers	15,413,944	8,579,373		8,579,373
<b>Total General Fund Expenditures</b>	<b>\$ 79,197,051</b>	<b>73,765,256</b>	<b>35,945</b>	<b>73,801,201</b>
Adjustment due to change in accruals.	0	0		
<b>ENDING BALANCE</b>	<b>\$ 14,454,454</b>	<b>14,454,831</b>	<b>(35,945)</b>	<b>14,418,886</b>
<b>Required 1/12th Reserve</b>	<b>6,599,754</b>	<b>6,147,105</b>	<b>2,995</b>	<b>6,150,100</b>
<b>UN-RESERVED ENDING BALANCE</b>	<b>\$ 7,854,700</b>	<b>8,307,726</b>	<b>(38,940)</b>	<b>8,268,786</b>

\*Projected based on 8 months actual through February 28, 2009 and 4 months projected.