



City of Las Cruces[®]

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 17 Ordinance/Resolution# 10-017 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 \$14,250 FROM DOÑA ANA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT FOR THE RIO GRANDE VALLEY RETIRED SENIOR VOLUNTEER PROGRAM AND TO ADJUST THE FISCAL YEAR 2009-2010 CITY BUDGET.

PURPOSE(S) OF ACTION: A resolution to accept a grant award in the amount of \$14,250 from Doña Ana County Health and Human Services Department for Fiscal Year 2009-2010.

| | | | | | |
|---|--------------------|--|------------------------|------------------------|--------------|
| Name of Drafter: Shelley Modell <i>Shelley Modell</i> | | Department: Public Services/Senior Programs | | Phone: 528-3000 | |
| Department | Signature | Phone | Department | Signature | Phone |
| Originating Department | <i>[Signature]</i> | 528-3477 | Budget | <i>[Signature]</i> | 2308 |
| | | | Assistant City Manager | <i>[Signature]</i> | |
| Legal | <i>[Signature]</i> | 2128 | City Manager | <i>[Signature]</i> | 2076 |

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 current 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 Doña Ana County Health and Human Services Department to recruit, train, and place senior volunteers in needed service delivery areas in the county. As a result, RSVP has received an appropriation in the amount of \$14,250. These funds will be used to expand RSVP services in Doña Ana County and fill service gaps in Chaparral, Anthony, Mesilla, San Miguel, Sunland Park, Hatch, Radium Springs and Doña Ana. Fifty senior volunteers will be recruited, trained, and placed in 20 county agencies/programs to support programs that serve children, youth, senior citizens, and low-income families. Additionally, the volunteers support community activities and special events that enhance tourism in the

(Continue on additional sheets as required)

county. A minimum of 43 encounters (contacts) will be made with county residents as a result of the services provided by the 50 volunteers.

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 |
|--|------------------------------|----------------------|
| Retired Senior Volunteer Program/ Liability Insurance/21205110-762101-14000 | \$575 | \$575 |
| Awards/21205110-730120-14000 | \$2,000 | \$2,000 |
| Volunteer Travel/21205110-722206-14000 | \$11,675 | \$11,675 |

1. Resolution.
2. Exhibit "A"-- -Doña Ana County Contract
3. Exhibit "B"-- Budget Adjustment

OPTIONS / ALTERNATIVES:

1. If approved, the Rio Grande Valley Retired Senior Volunteer Program will continue to expand volunteer services to Doña Ana County.
2. If not approved, the volunteer services provided in the county area will be discontinued or scaled back based on the amount of general fund support available to deliver volunteer services.
3. Council may direct modification of the contract and/or provide staff with alternate direction for senior volunteer services.

RESOLUTION NO. 10-017

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A GRANT AWARD FOR FISCAL YEAR 2009-2010 IN THE AMOUNT OF \$14,250 FROM DOÑA ANA COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT FOR THE RIO GRANDE VALLEY RETIRED SENIOR VOLUNTEER PROGRAM AND TO ADJUST THE FISCAL YEAR 2009-2010 CITY BUDGET.

The City Council is informed that:

WHEREAS, in April 2009, Rio Grande Valley Retired Senior Volunteer Program (RSVP) submitted a grant application requesting continuation funding from Doña Ana County Health and Human Services Department to recruit, train, and place senior volunteers in needed service delivery areas in the county; and

WHEREAS, as a result, RSVP has received an appropriation in the amount of \$14,250; and

WHEREAS, these funds will be used to expand RSVP services in Doña Ana County and fill service gaps in Chaparral, Anthony, Mesilla, San Miguel, Sunland Park, Hatch, Radium Springs and Doña Ana; and

WHEREAS, twenty senior volunteers will be recruited, trained, and placed in the county to support programs that serve children, youth, senior citizens, and low-income families; and

WHEREAS, a minimum of 45 encounters (contacts) will be made with county residents as a result of the services provided by the 50 volunteers; and

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:

Resolution No. _____, con't.
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(I)

THAT the Mayor is authorized to sign the contract in the amount of \$14,250 from Doña Ana County for Fiscal Year 2009-2010 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 "B," attached hereto and made a part thereof.

(III)

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: _____

Councillor Jones: _____

Councillor Thomas: _____

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:



City Attorney

CONTRACT #
Effective Date: _____

DOÑA ANA COUNTY CONTRACT FOR SERVICES

This Contract is entered into between Doña Ana County, hereinafter referred to as the "County," and "Contractor" described below, collectively the "Parties, to provide services on behalf of Doña Ana County. The County is authorized to enter into this Contract pursuant to state and local purchasing procedures for contracts of this type and amount.

Contractor Legal Name: RGV Retired Senior Volunteer Program

Services Summary Description: PILT - Senior Services

Initial Period of Performance shall be through: June 30, 2010

Pre-GRT, Total Annual Charges to this contract may not exceed: \$14,250

This Contract complies with New Mexico and County procurement requirements as follows:

- Bid or RFP # 09-0048, Under \$50,000/yr or BOCC approval date _____
- "Qualified" Professional Service, Under \$50,000 annually. Qualifications attached.
- Three Written Quotes under \$20,000 annually.
- Other: Revenue; non-financial MOA; or _____
- Health Services exempt, NM Procurement Code, Section 13-1-98.1.

No services shall be rendered nor shall any goods be provided until this contract has been executed by all parties, regardless of the indicated effective date.

NOTICES: All correspondence regarding this contract shall be sent to:

| | |
|---|--|
| Doña Ana County Government | Vendor Name: RGV Retired Senior Volunteer |
| Department: Health and Human Services | ATTN: Terrence R. Moore |
| ATTN: Silvia Sierra / Jamie Michael | Title: City Manager |
| Street: 845 N. Motel Blvd | Street: P.O. Box 20000 |
| City, State, Zip: Las Cruces, NM 88007 | City, State, Zip: Las Cruces, NM 88004 |
| Phone: (575) 525-5833 | Phone: (575) 528-3035 |
| Fax: (575) 525-5876 | Fax: (575) 528-3351 |
| Cell: (575) 640-9138 | Cell: (000) 000-0000 |
| Email: jmichael@donaanacounty.org | Email: tmoore@las-cruces.org |

ARTICLE 1 - CONTRACT DOCUMENTS AND SERVICES TO BE PROVIDED: The Contractor shall provide services to the County on matters relating to the contractor's specialized areas as defined in this Contract and its referenced and/or incorporated Attachments. The Contractor shall secure and remain current on all licenses, permits, certificates, fees, etc., required for the performance of this contract.

The Contract shall be comprised of this contract document, its Attachments and all documents referenced herein. As applicable, the Contract shall also include all Proposal and/or Bid documents including the Contractor's responses, Reference Specifications, Special Conditions, Technical Specifications, and Standard Details, any addenda thereto, and all applicable negotiations all of which are incorporated herein and made a part of the Contract.

In instances where there exists a conflict between any of the Contract documents described above, this Contract plus attachments hereto, written contract negotiation documents, the County's solicitation documents and then the Contractor's response to the solicitation, in that order, shall control the interpretation of the parties' respective rights and obligations.

ARTICLE 2 - PERIOD OF PERFORMANCE: The period of performance of this Contract shall commence July 1, 2009 or date of last signature, whichever is later, and continue through the Initial Period of Performance date detailed above. If stipulated in a formal Proposal or Bid solicitation by the County, this Contract may be renewed for up to three (3) additional years, not to exceed a total of four (4) years.

ARTICLE 3 - PLACE OF PERFORMANCE: The Contractor shall perform the required services for Doña Ana County when and where appropriate or required.

ARTICLE 4 - COST AND PAYMENT: The Contractor shall be paid for services rendered satisfactorily per the negotiated fee(s) and payment schedules incorporated hereto in applicable attachments, including Attachments A and B. All payments will be in arrears. Payment shall be made per request upon receipt of a detailed invoice that shall include: description of work completed and dates and hours worked for the period covered by the invoice. The invoice submitted shall note the purchase order number and this Contract number and may be delivered to the Department contact specified in "Notices", above. The County shall pay to the Contractor the New Mexico Gross Receipts Tax levied on the amounts payable under this contract and invoiced. The Contractor will pay the New Mexico Gross Receipts Tax levied on the amounts payable under this contract and remitted to them by Doña Ana County to the appropriate state agency. The County will pay the applicable taxes per invoice on labor and services only.

ARTICLE 5 - AMENDMENTS: This Contract shall not be altered, changed, or amended except by written instrument signed by both parties

ARTICLE 6 - ASSIGNMENT: The Contractor shall not assign nor delegate specific duties as part of this Contract nor transfer any interest nor assign any claims for money due or to become due under this Contract without the written consent of the County.

ARTICLE 7 - BINDING EFFECT OF AGREEMENT: Both Parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, successors, and transferees of the contracting parties.

ARTICLE 8 - COMPLIANCE WITH GOVERNING LAW: This Contract shall be construed in agreement with the New Mexico law. The Contractor shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Contractor shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Contractor shall comply with all federal

statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of handicap; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

ARTICLE 9 - CONFIDENTIAL INFORMATION: Any confidential information, not subject to the Public Records Act, given to or developed by the Contractor, its officers, directors, employees, agents, or sub-consultants in the performance of this Contract will be kept confidential and will not be made available to any individual, organization, or other entity by the Contractor without prior written approval of the County.

ARTICLE 10 - CONFLICT OF INTEREST: The Contractor warrants that it presently has no interest, and shall not acquire any interest during the term of this Contract which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall be brought to the attention of the County and appropriate action acceptable to the County shall be taken. The Contractor's failure to inform the County of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the County.

ARTICLE 11 - CONFLICTS OF LAW: If any provision of this contract conflicts with governing federal or state law or County ordinances, then that law or ordinance shall supercede the conflicting provision of this contract.

ARTICLE 12 - HIPAA COMPLIANCE: As applicable, the parties agree to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, and related regulations, as amended ("HIPAA") in the event the Contractor receives patient records or information (Protected Health Information as defined by HIPAA).

ARTICLE 13 - INDEMNIFICATION AND HOLD HARMLESS AGREEMENT: The Contractor shall hold harmless, indemnify and defend the County and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorneys fees, costs and/or actions or any kind and nature whether from death, bodily injury or damage to property resulting from or related to the Contractor's intentional acts, errors or omissions in the Contractor's performance under this contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract, acts, errors or omissions to act occurring during the term of this contract.

ARTICLE 14 - INDEPENDENT CONTRACTOR: Nothing in this Contract is intended, or should be construed in any way, to create or establish a partnership relationship between the parties or to establish the Contractor as an agent, representative, or employee of the County for any purpose or any manner whatsoever. Contractor and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. Contractor is an independent contractor of the County. The Contractor, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the County and shall not bind the County in any respect.

ARTICLE 15 - INSURANCE: For the duration of the contract and until all work specified in the contract is completed, the Contractor shall maintain in effect current Certificates of all insurance as required below and comply with all limits, terms and conditions stipulated therein. As applicable, work under this contract shall not commence until evidence of all required insurance is provided to the respective County Department for inclusion with this Contract. All insurance shall be written to conform to the requirements stipulated. Evidence of such insurance shall consist of a completed certificate of insurance, signed by the insurance agent for the Contractor and returned to the County attesting that all required insurance is in effect. If for any reason, any material change occurs in the coverage during the course of the contract; such change will not become effective until 30 days after the County has received written notice of such change.

Required Insurance: Per RFP, BID documents and/or Attachment A.

ARTICLE 16 - MEDIATION: In the event that a dispute arises with respect to any of the provisions contained in this Contract or any other matter affecting this contractual relationship between the County and the Contractor, the Parties agree that, prior to filing any court action to enforce the Contract or rights under the Contract, they will use the services of a mediator. The mediator shall either be certified as a mediator or shall have experience as a mediator. The parties shall mutually agree upon the choice of mediator. In the event the Parties have not agreed to a mediator within three days' of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the Court or other professional association, and the Parties shall use a striking process until a mediator is agreed upon. Each party shall be responsible for their respective mediation costs.

ARTICLE 17 - MERGER OF PRIOR AGREEMENTS: This Contract incorporates all the conditions, agreements, and understandings of the parties concerning the subject matter of this Contract. All such conditions, understandings, and agreements have been merged into this written Contract. No prior condition, agreement, or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.

ARTICLE 18 - NON-APPROPRIATION: The County's obligation to make payment under the terms of this Agreement is contingent upon its appropriation of sufficient funds to make those payments and the NM Department of Finance's (DFA) final approval of the County's budget. If the County does not appropriate sufficient funds or DFA does not approve the County's final budget, this Contract will terminate upon written notice of that effect to the vendor. The County Board's determination that sufficient funds have not been appropriated, through Board of DFA action, is firm, binding, and not subject to review.

ARTICLE 19 - NOTICE TO PROCEED: It is expressly understood that this Contract is not binding upon the County until approved and signed by the County and, further, that the Contractor is not to proceed with its obligations under the Contract until the Contractor has received a fully signed copy of the Contract.

ARTICLE 20 - PARAGRAPH HEADINGS: Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

ARTICLE 21 - PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent, or law enforcement officer of the County shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility.

ARTICLE 22 - PROCUREMENT CODE: The Procurement Code, § 13-1-25 through § 13-1-199, NMSA 1978 as amended, imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks. Pursuant to the above, it is unlawful for any Contractor to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities, and/or kickbacks are likewise prohibited.

ARTICLE 23 - PROPRIETARY INFORMATION / DOCUMENTS: All documents, writings, electronic formats, drawings, designs, specifications, notes, project manuals, and/or related documents and other work developed in the performance of this Contract by the Contractor shall become the sole property of the County whether the project/activity for which they are developed is implemented or not. The Contractor shall provide the County with a complete set of all such proprietary information / documents as requested by the County, but no later than the effective termination date of the contract. Contractor is strictly prohibited from reproducing, duplicating and/or printing any such proprietary information / documents in any format for personal or monetary recognition, use or gain without the advance written permission of the County.

ARTICLE 24 - RECORD KEEPING AND AUDITS: The Contractor shall compile, maintain, and make available for inspection all records relating to the services to be provided under this Contract. These records shall be subject to inspection by the County and/or designated auditor. The County shall have the right to audit billings both before and after payment; payment under this Contract shall not foreclose the right of the County to recover excessive or illegal payments and to be reimbursed an amount per purchase order during the period specified above. Pursuant to State of New Mexico General Records Retention requirements, Contractor will retain all original, source and supporting documents and records related to this contract for a minimum of six (6) years after the ending date of this contract.

ARTICLE 25 - RELEASE: The Contractor, upon final payment of amounts due under this Contract for work completed and accepted by the County, releases the County, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this Contract. The Contractor agrees not to bind the County to any obligation not assumed herein by the County, unless the Contractor has express written authority from the County Manager to do so, and then only within the limits of the expressed written authority.

ARTICLE 26 - SEVERABILITY: If any clause or provision of the Contract is held to be illegal, invalid, or unenforceable, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either Party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either Party, the Contract is void ab initio and no damages shall accrue to either party.

ARTICLE 27 - SOVEREIGN IMMUNITY: By entering into this Contract, the County and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-29, as amended, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, *supra*

ARTICLE 28 - SUBCONTRACTING: The Contract is based on the personal skills and reliability of the Contractor. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the County.

ARTICLE 29 - TERMINATION: Either party may terminate this contract for convenience, in whole or in part, by providing written notice to the other party thirty (30) days prior to termination. In the event of contract termination, the Contractor shall be paid for work completed to the date of termination. In no event shall the dollar amount to be paid upon termination exceed a total of the maximum contracted amount and any additional amount provided for by amendment(s).

- a. Where a Party to this Contract has committed a major breach that is capable of remedy, the Party who is not in breach may serve a written notice, with a fixed period in which to remedy the breach. The period given shall be determined at the sole discretion of the Party serving the notice but subject to a minimum period of two weeks.
- b. The County and Contractor shall have the right, such right being exercised at their absolute discretion, to terminate this Contract, in writing, if a major breach has been committed that can not be remedied. Further, the Parties may terminate this contract, in writing, if a breach has not been remedied to the reasonable satisfaction of the Party serving the notice of breach within the period specified in any such notice.

ARTICLE 30 - THIRD PARTY BENEFICIARY: It is agreed between the Parties executing this Contract that it is not intended by any of the provisions of this Contract to create on behalf of the public or any member thereof the status of third party beneficiary nor to authorize anyone not a party to the agreement to maintain a suit based upon this Contract.

ARTICLE 31 - WAIVER: Any waiver by the County of any breach of any covenant, term, condition, or agreement in this Contract to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent County from declaring a default for any succeeding breach either of the same covenant, term, condition, or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

ARTICLE 32 - DUPLICATE ORIGINALS: This document shall be executed in no less than two (2) counterparts, each of which shall be deemed an original.

SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.

| | |
|-------------------------|---|
| DOÑA ANA COUNTY: | RGV Retired Senior Volunteer Program |
|-------------------------|---|

| | |
|-----------------------------------|----------------------|
| Brian D. Haines County Manager | _____ |
| | Print Name and Title |
| Date _____ | Date: _____ |

Contractor's NM Taxation and Revenue Department ID Number: _____

The following Attachments and Addenda have been reviewed and approved by the County Contract Officer or approved designee:

| Document Name | Approved | Disapproved | Comments |
|--|----------|-------------|----------|
| Attachment A - Scope of Work | | | |
| Attachment B - Cost per Unit Service | | | |
| Attachment C - Contribution Disclosure | | | |
| Attachment D - Related Party Disclosure | | | |
| Attachment E - Debarment Certification | | | |
| Attachment F - Non Collusion Affidavit | | | |
| Attachment G - Insurance Certificates | | | |
| Attachment H - Licenses / Vitae | | | |
| Attachment I - Sole Source Approval, as needed (Purchasing Manager issues) | | | |
| Attachment J - Other | | | |

ATTACHMENT A

Rio Grande Valley Retired Senior Volunteer Program

INSURANCE, SCOPE OF SERVICES, ADDITIONAL AGREEMENTS

I. INSURANCE

1. NONE

II. SCOPE OF SERVICES

- A. The Rio Grande Valley Retired Senior Volunteer Program is part of the Senior Corps, a network of the National and Community Service programs that each year supports the engagement of nearly 500,000 Americans age 55 and older in service to meet critical needs in education, environment, public safety, homeland security, and other areas. The mission of the corporation is to improve lives, strengthen communities, and foster civic engagement through volunteer service.

B. WHY ARE WE PROCURING THE SERVICE

1. These services will address the Dona Ana County Board of County Commissioner goals for fiscal year 2009-2010.

C. WHAT IS BEING PROCURED

1. Senior Volunteer Services

D. WHEN WILL SERVICES BE DELIVERED

1. Services will be delivered on a daily basis by providing assistance to Dona Ana County residents.
2. Senior volunteer program will target citizens 55 and older.
3. Senior volunteers will serve 20 county agencies/programs. They will assist with appropriate needs of community and senior centers, child care centers, nutrition programs, law enforcement operations, County government, Bureau of Land Management, desert parks, and other non-profit organizations across Doña Ana County.

E. DELIVERABLES AND TIMEFRAME

| Item "C" Reference | Measurements of Attainment | Due Date(s) |
|------------------------------|--|---|
| 1. Senior Volunteer Services | 1.a. Report Form documenting the services: <ul style="list-style-type: none"> • Include <ul style="list-style-type: none"> a) Daily agency participants' logs or sign-in sheets. b) Progress report on monthly site visits | 1.a. 8/15/09 9/15/09 10/15/09 11/15/09 12/15/09 1/15/10 2/15/10 3/15/10 4/15/10 5/15/10 6/15/10 |
| 2. Report Card | 2.a. Report Card (Mid-year report for County Manager) | 2.a. 1/29/10 |
| 3. Report Card Meeting | 3.a. Report Card Meeting with County Manager | 3.a. 2/18/10 |
| 4. Final Report | 4.a. Final Report (Comprehensive report of all services provided for FY 09-10) | 4.a. 7/15/10 |

1. Report Form is in Attachment J.
2. Report Card date is subject to change depending on the availability of the County Manager.

F. CONTRACT MANAGEMENT AND EVALUATION

1. Name the staff positions that will conduct the evaluation of this contract?
 - a. Jacob Nevarez, Management Analyst
 - b. Patsy Montoya, Data Analyst
 - c. Caroline Cates, Accounting Supervisor
2. When will the evaluation commence? Be completed?
 - a. Commence in December 2009 and end May 2010
3. How will evaluation recommendations be compiled? Distributed?
 - a. Site visits evaluation to be distributed in a report format

III. ADDITIONAL AGREEMENTS

- A. Any additional agreements, not included in this document, will be agreed to by written amendment executed by all parties.
- B. Assure that all appropriate accommodations are made for Spanish speaking participants and that Spanish handouts are made available at all sessions.
- C. Conduct a minimum of 3 educational programs in DAC Community Resource Centers (Dona Ana, Organ, Rincon, Chaparral and Anthony) during the contract year to include senior volunteer services.
- D. Respond to any data and evaluation request to better document services provided by this contract.
- E. Provider will cooperate fully with DAC staff and/or its designees in all contract-related

activities, inclusive of on-site monitoring and reviews of documentation. This Contract is subject to performance reviews throughout the contract period.

- F. Invoice will be generated by contractor and include the pertinent information listed in Attachment J. All invoices can be submitted electronically or hard copy.

ATTACHMENT B

Rio Grande Valley Retired Senior Volunteer Program

TOTAL COST, PAYMENTS, UNIT VALUE OF SERVICE

I. TOTAL CONTRACT NOT TO EXCEED \$ 14,250.

The contractor will be paid in ten (10) equal monthly payments beginning in August 2009 and ending in May 2010. Each of the services listed below in Attachment B, section III. A. must have a minimum completion rate of 85% by the end of the contract period or the Contractor will be responsible for reimbursing the County for all units of services as per the contract not rendered.

- If the contractor provides less than 85% of the units of service it will be paid for the percentage of service rendered and are responsible for reimbursing the County the remaining balance. For example, if the contractor completes 70% of the units of services, it will be responsible for reimbursing the County 30% of the contract amount for the services that were not rendered.
- If the contractor provides 85% or more of the units of service it will be paid in full (as stated in the contract) for the units of services rendered and will not be responsible for reimbursing the County any amount.
- If the contractor provides 100% or more of the units of service it will be paid in full (as stated in the contract) and will not be paid for the excess units of services rendered.

II. PAYMENT SCHEDULE

Payments will be made in accordance with Article 4 – Section I of this Agreement.

III. COST PER UNIT OF SERVICE PROCURED

A.

| Service Description (List each Service) | Unit Value of Service per Person | Units of Service to Be Provided | Total Annual Value |
|--|---|--|---|
| 1. Senior Volunteer Program | <p><u>\$285 per volunteer</u></p> <p>Contractor Certifies it receives no additional funding for this service. Initial _____</p> | <p>50 volunteers</p> <p>Need to meet at least 85% encounters which is 43</p> | <p><u>Total Annual Value:</u></p> <p>\$285 per volunteers X 50 volunteers</p> <p><u>\$ 14,250</u></p> <p><u>\$1,425 billed in 10 monthly installments</u></p> |
| | | | |

| | | | |
|-------------|--|--|---------------------|
| TOTAL VALUE | | | \$ 14,250.00 |
|-------------|--|--|---------------------|

B. JUSTIFICATION FOR UNIT VALUE OF SERVICE CALCULATIONS

It is understood and agreed that the values for Units of Service in this Agreement are only for the contracted Period of Performance. All values for Units of Services are subject to review by the County at any time and may be increased or decreased by the County once annually.

| Service Description (List each Service) | Justification for Unit of Service Valuation |
|--|--|
| 1. Senior Volunteer Services | 1. The Unit Value of Service was established in the proposal that was received. The unit cost was based on historical data. |

ATTACHMENT C
CAMPAIGN CONTRIBUTION DISCLOSURE
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective contractor seeking to enter into a contract with any state agency or local public body for **professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. **“Campaign Contribution”** includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (Position)

ATTACHMENT D RELATED PARTY DISCLOSURE

Related Party Disclosure Form

1. Are you indebted to or have a receivable from any member of the Board of County Commissioners; elected county officials, administration officials, department heads, and key management supervisors with the County of Doña Ana?

Yes _____ No _____

2. Are you, or any officer of your company related to any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors of the County of Doña Ana and have you had any of the following transactions since January 1, 2008, to which Doña Ana County was, is to be, a party?

| | Yes | No |
|---|-------|-------|
| Sales, Purchase or leasing of property ? | _____ | _____ |
| Receiving, furnishing of goods, services or facilities? | _____ | _____ |
| Commissions or royalty payments | _____ | _____ |

3. Does any member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Doña Ana, have any financial interest in your company whether a sole proprietorship, partnership, or corporation of any kind that currently conducts business with the County of Doña Ana?

Yes _____ No _____

4. At any time during 2008, did you, your company, or any officer of your company have an interest in or signature authority over a bank account for the benefit of a member of the Board of County Commissioners; elected county officials, administration officials, department heads, key management supervisors with the County of Doña Ana?

Yes _____ No _____

5. Are you negotiating to employ or do you currently employ any employee, officer or family member of an employee or officer of County of Doña Ana?

Yes _____ No _____

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief.

Signature of Owner or Company President: _____ Date _____

(Print Name and Title): _____

**ATTACHMENT E
DEBARMENT CERTIFICATION**

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of all had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Date

Signature of Authorized Representative

ATTACHMENT F NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF _____)

SS:

County OF _____)

, being first duly sworn, deposes and says:

That he/she is _____ of _____ (title)

who submits herewith to the County of Dona Ana, a proposal:

That all statement of fact in such proposal are true:

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the County of Dona Ana, or of any bidder of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposed price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof, or to any individual of group of individuals, except that County of Dona Ana, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: _____

SUBSCRIBED and sworn to before me this _____ day of _____, 20__.

Notary Public: _____
My Commission Expires _____

**ATTACHMENT G
INSURANCE CERTIFICATES**

ATTACHMENT H
COPIES OF CURRENT LICENSES, CURRICULA VITAE, AND/OR REGISTRATIONS
PURSUANT TO THE CONTRACTOR'S PROFESSION AND SCOPE OF WORK

ATTACHMENT I
SOLE SOURCE PROCUREMENT DOCUMENTATION, AS APPLICABLE

N/A

ATTACHMENT J - OTHER

1. Monthly report format
2. Pertinent Invoice information

| Rio Grande Valley Retired Senior Volunteer Program (R) July 1, 2009 through June 30, 2010 | | | | | | | | | | | | FY 09-10 | | | | |
|--|------|------|-----|------|-----|-----|---------|-----|---------|-----|-----|-------------------------------|-----|---------|-------|-----------|
| AGENCY NAME: | | | | | | | | | | | | REPORT DATE (Mo./Yr.): | | | | |
| CONTRACT YEAR: | | | | | | | | | | | | CONTRACT NO: | | | | |
| ACTIVITIES | GOAL | JULY | AUG | SEPT | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | TOTAL | % of Goal |
| Senior Volunteer Program | 50 | | | | | | | | | | | | | | - | 0% |
| CRC Outreach | 3 | - | | | | | | | | | | | | | - | 0% |
| Provide Data for Report Card Jan 2010 | | | | | | | 1/29/10 | | | | | | | | | |
| Attend Report Card meetings Feb 2010 | | | | | | | | | 2/18/10 | | | | | | | |
| Final Report by 7/15/10 | | | | | | | | | | | | | | 7/15/10 | | |

CONTRACTOR LETTERHEAD

Sample Copy

Invoice Number: DAC 09-

Invoice Date:

Total Contract: \$

Contractor Invoice

| | |
|----------------|--|
| From: | |
| Company: | |
| Name: | |
| Address: | |
| City/State/Zip | |
| E-Mail | |
| Phone Number | |

| | | |
|-------------------------------|--------------------------|-----------------------|
| Purchase Order Number: XXXXXX | Contract Number: 09-XXXX | Vendor Number: XXXXXX |
|-------------------------------|--------------------------|-----------------------|

| Req. Number | Specific Service | Payment Amount | TOTAL DUE |
|-------------|------------------|----------------|-----------|
| | | \$ | |
| | | \$ | |
| | | \$ | |

I declare all required reports have been submitted or are attached per contract agreement.

| | | |
|---------------------|------------------|-------------|
| | | |
| Printed Name | Signature | Date |

CERTIFIED COPY OF ORIGINAL

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

| FUND | DIVISION | | FUND TYPE | |
|--|--------------------------|-----------------------|-----------------|------------------------|
| Retired Senior Volunteer Program (RSVP) Fund 2173 | Public Services | | Special Revenue | |
| | FY 2008/09 Projected* | FY 2009/10 Adopted | Adjustment | FY 2009/10 Adjusted |
| RESOURCES | | | | |
| Beginning Balance | \$ 19,503 | 20,107 | | 20,107 |
| REVENUES | | | | |
| 551027 RSVP Federal | \$ 62,218 | 61,131 | | 61,131 |
| 552012 RSVP State | 11,830 | 15,785 | | 15,785 |
| 553002 Dona Ana County | 9,000 | 10,000 | 4,250 | 14,250 |
| 590020 Sale of Property/Material | 0 | 0 | | 0 |
| Total Revenues | \$ 83,048 | 86,916 | 4,250 | 91,166 |
| Total Resources | \$ 102,551 | 107,023 | 4,250 | 111,273 |
| EXPENDITURES | | | | |
| RSVP - 21205110 | | | | |
| Personnel | \$ 120,339 | 76,114 | | 76,114 |
| Operating | 38,054 | 30,909 | 4,250 | 35,159 |
| Total Org 21205110 | \$ 158,393 | 107,023 | 4,250 | 111,273 |
| Total Expenditures | \$ 158,393 | 107,023 | 4,250 | 111,273 |
| OTHER FINANCING SOURCES (USES) | | | | |
| Transfer from Fund 1000 - General Fund (Match) | \$ 75,949 | 0 | | 0 |
| Total Other Financing Sources (Uses) | \$ 75,949 | 0 | 0 | 0 |
| ENDING BALANCE | \$ 20,107 | 0 | 0 | 0 |

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