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

**Council Action and Executive Summary**

Item # 9 Ordinance/Resolution# 10-031 Council District: All City

For Meeting of July 20, 2009  
 (Adoption Date)

**TITLE:**

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A STATE-FUNDED SENIOR EMPLOYMENT PROGRAM CONTRACT FROM THE NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT NON-METRO AREA AGENCY ON AGING FOR FISCAL YEAR 2009-2010 IN THE AMOUNT OF \$8,846, AND TO ADJUST THE FISCAL YEAR 2009-2010 CITY BUDGET.**

**PURPOSE(S) OF ACTION:** A resolution accepting a Senior Employment Program Contract from the North Central New Mexico Economic Development District Non-Metro Area Agency on Aging for Fiscal Year 2009-2010 in the amount of \$8,846.

<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>Jani Gunn</i>	528-3477	Budget	<i>Richard Y...</i>	2300
			Assistant City Manager	<i>[Signature]</i>	2271
Legal	<i>[Signature]</i>	2128	City Manager	<i>[Signature]</i>	2076

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

The New Mexico Aging and Long-Term Services Department has been a recipient of Title V funds for over 20 years. In addition, it also receives funds from the New Mexico State Legislature to operate a separate State-Funded Senior Employment Program. The North Central New Mexico Economic Development District Non-Metro Area Agency on Aging equitably distributes the program positions throughout Public Service Areas II and IV, encompassing Doña Ana County.

As a result, the City of Las Cruces received an allocation of \$8,846 for one Senior Employment Program part-time position. Through this program, the City of Las Cruces will offer part-time employment to a low-income individual who is 55 years of age or older. The Senior Employment Program's objective is to provide older workers with work experience, on-the-job training, skills development or enhancement to make them more employable. This program will enhance the Senior Programs' workforce with older individuals who contribute to the program's growth, prosperity, and pride.

(Continue on additional sheets as required)

Senior Programs staff will provide adequate orientation, supervision, instruction, and on-the-job training to enable the enrollee to perform as a productive and effective worker.

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

**SUPPORT INFORMATION:**

Fund Name / Account Number	Amount of Expenditure	Budget Amount
Senior Employment/Part-Time Regular 21205130-610103-30600	\$ 8,846	\$ 8,846

1. Resolution.
2. Exhibit "A"—North Central New Mexico Economic Development District Non-Metro Area Agency on Aging Contract No. 2009-10-64014.
3. Exhibit "B"-- Budget Adjustment

**OPTIONS / ALTERNATIVES:**

1. If approved, the funding will be used to pay for the Senior Employment Program enrollee and administrative costs.
2. If not approved, the Senior Employment Program will operate at a reduced level of service and/or suspend employment opportunities for the Senior Employment Program enrollee.
3. Council may direct modification of the contracts and/or provide staff with alternate direction for Senior Employment Program.

RESOLUTION NO. 10-031

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A STATE-FUNDED SENIOR EMPLOYMENT PROGRAM CONTRACT FROM THE NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT NON-METRO AREA AGENCY ON AGING FOR FISCAL YEAR 2009-2010 IN THE AMOUNT OF \$8,846, AND TO ADJUST THE FISCAL YEAR 2009-20010 CITY BUDGET.**

The City Council is informed that:

**WHEREAS**, the New Mexico Aging and Long-Term Services Department has been a recipient of Title V funds for over 20 years; and

**WHEREAS**, in addition, it also receives funds from the New Mexico State Legislature to operate a separate State-Funded Senior Employment Program; and

**WHEREAS**, the North Central New Mexico Economic Development District Non-Metro Area Agency on Aging equitably distributes the program positions throughout Public Service Areas II and IV, encompassing Doña Ana County; and

**WHEREAS**, as a result, the City of Las Cruces received an allocation of \$8,846 for one part-time position; and

**WHEREAS**, through this program, the City of Las Cruces will offer part-time employment to a low-income individual who is 55 years of age or older; and

**WHEREAS**, the Senior Employment Program's objective is to provide older workers with work experience, on-the-job training, skills development or enhancement to make them more employable; and

**WHEREAS**, this program will enhance the Senior Programs' workforce with older individuals who contribute to the program's growth, prosperity, and pride; and

**WHEREAS**, Senior Programs staff will provide adequate orientation, supervision, instruction, and on-the-job training to enable the enrollee to perform as a productive and effective worker; 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:

**(I)**

**THAT** the Mayor is authorized to sign the Senior Employment Program Contract from the North Central New Mexico Economic Development District Non-Metro Area Agency on Aging 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

Resolution No. 10-031, con't.  
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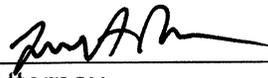
ATTEST:

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

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

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

APPROVED AS TO FORM:

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

VOTE:

Mayor Miyagishima: \_\_\_\_\_

Councillor Silva: \_\_\_\_\_

Councillor Connor: \_\_\_\_\_

Councillor Archuleta: \_\_\_\_\_

Councillor Small: \_\_\_\_\_

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

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

**NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT  
NON-METRO AREA AGENCY ON AGING**

**CONTRACT**

This Agreement is made and entered into this **1<sup>st</sup> day of July, 2009** by and between the North Central New Mexico Economic Development District Non-Metro Area Agency on Aging, hereinafter referred to as the "NCNMEDD/ Non-Metro Area Agency on Aging" and **City of Las Cruces**, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. Scope of Work:

The Contractor will administer a State Funded Senior Employment Program following established New Mexico Aging & Long Term Services Department (ALTSD) and NCNMEDD, Non-Metro Area Agency on Aging Employment Program Guidelines, which are incorporated by this reference, and by other policies and procedures relating to the ALTSD Employment Program, in the ALTSD designated Planning and Service Area Non-Metro Area Agency on Aging, encompassing City of Las Cruces. The Contractor will, through this contract, offer part-time community service assignments to low-income persons who are 55 years of age or older and who have poor employment prospects. Responsibilities will include:

- A. The Contractor will hire and maintain older workers enrolled in the State funded Senior Employment Program.
- B. The Contractor will pay older workers at the rate of \$7.50 per hour for community service assignments not to exceed twenty (20) hours per week unless previously authorized by NCNMEDD/Non -Metro Area Agency on Aging.
- C. The Contractor will provide older workers with opportunities for education or training to enhance their employability.
- D. The Contractor will offer the older workers the following benefits: an annual physical examination, personal and employment-related counseling, assistance in transition to unsubsidized employment, worker's compensation coverage, holiday pay, and annual and sick leave. Annual and sick leave accrual rates must be at least at the rate approved in the NCNMEDD/Non-Metro Area Agency on Aging Employment Program Guidelines. Annual leave will accrue at the rate of 2.31 and sick leave will accrue at the rate of 1.85 hours per forty (40) hours worked. A maximum of 40 hours annual leave can be accrued or carried over into another fiscal year. A maximum of 120 hours of sick leave can be accrued or carried over into another fiscal year.
- E. The Contractor will ensure that enrollee leave balances are monitored so that enrollees do not accrue leave balances in excess of 40 hours annual leave and 120 hours sick leave.
- F. The Contractor will perform all related personnel and payroll functions for **1** half-time positions during the contract period beginning July 1, 2009.

- G. The Contractor will maintain individual personnel files on each older worker containing at the minimum: a completed and signed Program Intake Form, along with documentation verifying age, family size, and family income; an annual physical examination form or waiver signed by the older worker; signed and completed forms identified in an Enrollee Intake Packet which is incorporated by this reference; documentation regarding a minimum of one visit annually with the enrollee; and documentation regarding training received during contract period. Signed time sheets with up-to-date and correct leave balance information must be maintained for review by the NCNMEDD/Non-Metro Area Agency on Aging.
- H. The Contractor will prepare and submit monthly financial reports using formats requested by the NCNMEDD/Non-Metro Area Agency on Aging. **Reports will be due the 5th working day following the end of the preceding month. Documentation of hours worked, annual and sick leave accruals by enrollee will be included with the report.**
- I. The Contractor will provide training and assistance to work sites in managing an aging work force. Training efforts may be coordinated with the NCNMEDD/Non-Metro Area Agency on Aging.
- J. The Contractor will provide training, counseling and other supportive services to the older workers.
- K. The Contractor will employ and supervise enrollees as employees, entitled to all rights, privileges, and responsibilities contained within the Contractor Personnel Policies with the exception of Health Insurance, Pension Plan Benefits and Unemployment Benefits.
- L. The Contractor will report all on-the-job accidents by calling NCNMEDD /Non-Metro Area Agency on Aging within twenty-four (24) hours. Complete a workers compensation report of the accident and provide all requested follow-ups. Payment and reporting are the responsibility of the host agency.
- M. The Contractor will encourage each enrollee to undergo a brief medical examination yearly. A completed physical exam report form or waiver of that examination must be submitted to the NCNMEDD/ Non-Metro Area Agency on Aging. The initial physical examination should be scheduled within 14 days after hire. The provider of this service is left to the discretion of the Contractor. The yearly physical examination should be scheduled in April or September depending on which half of the fiscal year the last physical exam was conducted. The Contractor should assist the enrollee, if necessary, to make arrangements for the examination.
- N. The Contractor will make every effort to assist the enrollee in obtaining unsubsidized employment and by employing the enrollee if an opening occurs for which the enrollee is qualified.
- O. The Contractor will ensure supervisors and necessary staff as determined by NCNMEDD/Non-Metro Area Agency on Aging are available for annual on-site assessment and monitoring visits conducted by the NCNMEDD Non-Metro Area Agency on Aging .

- P. The Contractor will establish a work schedule with the enrollee and adhere to that schedule to the extent possible.
- Q. The Contractor will assure that the enrollee does not volunteer hours, and is offered no less and no more than twenty (20) hours per week at minimum wage per hour without prior approval from NCNMEDD/Non-Metro Area Agency on Aging and NMALTSO.
- R. The Contractor will provide the enrollee with job-related orientation on a timely basis, day-to-day direct supervision, instruction, training, and supportive services.
- S. The Contractor will conduct an initial performance evaluation within ninety (90) days of the enrollee's hire.
- T. The Contractor will conduct an annual evaluation of the enrollee's job performance within thirty (30) days of the enrollee's anniversary date.
- U. The Contractor will re-certify the eligibility of the enrollees on an annual basis and submit to NCNMEDD/Non-Metro Area Agency on Aging for review and approval.
- V. The Contractor will communicate regularly with the enrollee regarding his/her job performance and document such communication in the enrollee's personnel file. Both strengths and deficiencies should be documented.
- W. The Contractor will furnish any tools, equipment and supplies required by the enrollee to perform his/her assignments with the Contractor.
- X. The Contractor will provide enrollees with a workplace that is safe, pleasant, healthy and free of drugs and alcohol.
- Y. The Contractor will conduct benefits screening for all enrollees for eligibility for Medicare, Medicaid, SSI, and other entitlement programs.
- Z. The Contractor will provide time, if necessary, during the enrollee's work schedule to attend enrollee meetings, training, and job interviews.
- AA. The Contractor will not displace or replace existing employees with an enrollee by reducing hours, employment benefits, laying offs, or requiring the enrollee to perform the work duties of a person on layoff.
- BB. The Contractor will assure that an enrollee is not subjected to discrimination based on age, race, color, religion, sex, sexual preference, national origin, handicap, veteran status, political affiliation, or any other basis prohibited by law.
- CC. The Contractor will notify the NCNMEDD/ Non-Metro Area Agency on Aging of any changes that may affect the enrollee's eligibility: i.e. marital status, family size, eligibility for Social Security, or any other change in income, and employment.
- DD. The Contractor will cooperate and coordinate with NCNMEDD /Non-Metro Area Agency on Aging regarding any Older Worker initiatives, i.e. providing publicity in the

community regarding the program, developing waiting lists or eligible applicants.

- EE. The Contractor will support the Enrollee Bill of Rights, which is incorporated into this agreement by reference.

To assist the Contractor, the NCNMEDD/Non-Metro Area Agency on Aging will:

- A. Provide copies of pertinent documentation when requested so that a personnel file can immediately be created for each older worker transferred from the ALTSD administered Senior Employment Program.
- B. Provide consultation and technical assistance, as requested by the Contractor.
- C. The NCNMEDD/Non-Metro Area Agency on Aging will conduct monitoring visits to worksites at least once annually. Visits will be conducted for purposes of determining continued eligibility for older workers and to perform annual assessment visits with enrollees as well as to ensure the Contractor's compliance with required rules and regulations.
- D. Provide training to supervisors and enrollees on the rules and regulations of the State Funded Senior Employment Program.
- E. Review the re-certification of the enrollee on an annual basis to ensure eligibility.
- F. Re-certify the eligibility of all enrollees on an annual basis.
- G. Review the Equitable Distribution as determined by the Aging & Long Term Services Department in the event a vacancy occurs.
- H. Provide assistance to the Contractor and enrollee in an effort to obtain unsubsidized employment for said enrollee.

## 2. Compensation and Method of Payment

The NCNMEDD Non-Metro Area Agency on Aging will compensate the Contractor an amount not to exceed **\$8,846** for the provision of services.

Payment will be made as follows:

- A. General Appropriations Act: The NCNMEDD/Non-Metro Area Agency on Aging shall pay the Contractor an amount not to exceed **\$8,846** for the provision of services.
- B. The Contractor shall bill the NCNMEDD/Non-Metro Area Agency on Aging each month for services rendered in the previous month in a format determined by the NCNMEDD/Non-Metro Area Agency on Aging. In no event shall any assessment or charge be made against the NCNMEDD/ Non-Metro Area Agency on Aging for extra fees, interest, or penalties, nor shall the NCNMEDD/Non-Metro Area Agency on Aging failure to make timely payment make it liable as herein provided. Notwithstanding any of the terms, and conditions of said payment, all payments by the NCNMEDD/Non-Metro Area Agency on Aging are contingent upon the Contractor's full compliance to the terms, provisions, and conditions of this Agreement. The

NCNMEDD/Non-Metro Area Agency on Aging reserves the right to withhold payment of any bill or any portion thereof in which a discrepancy, as determined by the NCNMEDD/Non-Metro Area Agency on Aging, exists.

C. Payments to the Contractor may be withheld or denied by the NCNMEDD/Non-Metro Area Agency on Aging for expenditures which are not authorized by or are in excess of the regulations, terms and conditions contained in this Agreement, Exhibit I, and their approved revisions or for expenditures which are not properly documented or substantiated by the Contractor. The Contractor agrees to hold the NCNMEDD/Non-Metro Area Agency on Aging harmless against all audit exceptions arising from the Contractor's violation and shall make restitution to the NCNMEDD/Non-Metro Area Agency on Aging of such amounts of money due to the Contractor's non-compliance.

D. The total payments for services rendered by the Contractor under the terms and conditions of this Agreement shall not exceed those listed in the attached exhibit, Notification of Grant Award (NGA).

3. Gross Receipts Tax

Not applicable. Tax Exempt.

4. Term

This Agreement shall begin on July 1, 2009, and terminate on June 30, 2010. This Agreement shall not become effective or binding until approved by the Department of Finance and Administration. No commitment of public funds is permitted prior to contract approval.

5. Termination

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

6. Status of Contractor

The Contractor, his agents, and employees are independent contractors performing services for the NCNMEDD/ Non-Metro Area Agency on Aging and are not employees of the State of New Mexico or of NCNMEDD /Non-Metro Area Agency on Aging. The Contractor, his 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 personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

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 NCNMEDD/ Non-Metro Area Agency on Aging.

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 NCNMEDD/Non-Metro Area Agency on Aging.

9. Record

The Contractor shall maintain detailed records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the NCNMEDD/Non-Metro Area Agency on Aging, the Department of Finance and Administration, and the State Auditor. The NCNMEDD/ Non-Metro Area Agency on Aging shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the NCNMEDD/Non-Metro Area Agency on Aging to recover excessive, improper, or illegal payments.

10. Audit

The Contractor will provide a financial and compliance audit report to the NCNMEDD/Non-Metro Area Agency on Aging 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 contract. 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 contract 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 contractor 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 contract. 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 contracts shall be based on required financial reports and monitoring efforts.
- E. Submittal of the audit report for governmental entities shall be within ten working days after release by the New Mexico State Auditors Office. For non-governmental entities, the audit report is due four months after the end of the entities 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 allowability of costs.

11. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the U.S. Congress and/or Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, the Agreement shall terminate upon written notice being given by the NCNMEDD/Non-Metro Area Agency on Aging to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

12. Liability Release

- A. The Contractor shall be liable for its own negligence of its officials and employees subject to immunities and limitations of the Tort Claims Act, Sections 41-4-1 through 41-4-27, N.M.S.A. 1978, as amended if applied.
- B. The Contractor, upon final payment of the amount due under this Agreement, releases the NCNMEDD/Non-Metro Area Agency on Aging, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico to any obligation not assumed herein unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

13. Product of Services: 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 NCNMEDD/Non-Metro Area Agency on Aging no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this Agreement shall be subject to an application for copyright by or on behalf of the Contractor.

14. Conflict of Interest

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor shall comply with the provisions of Section 10-

16-12, N.M.S.A. 1978 Comp which require disclosure in writing to the Office of the Secretary of State of amounts received under contract when and if such provisions become applicable.

15. 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 Vendor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, 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 Vendor 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.

16. Non-Discriminating Service Delivery

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

- A. Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
- B. Provide any services or other benefits to an individual which is different, than those funded under this Agreement;
- C. Subject any individual to segregation or separate treatment in any manner related to his receipt of any services or other benefits provided under 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 meet 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, color, sex, sexual preference, national origin, religion or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, color, sex, sexual preference, national origin, religion or handicap.

17. Confidentiality

The use or disclosure by any party of any information concerning a recipient of assistance or service for any purpose not connected with the administration of the NCNMEDD/Non-Metro Area Agency on Aging or the Contractor's responsibilities with respect to services hereunder is prohibited except on written consent of recipient, his attorney, or his responsible parent or guardian.

18. Amendment

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

19. 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.

20. Penalties for violation of law.

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

21. Scope of Agreement

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

22. Applicable Laws

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

23. Workers Compensation

The Contractor agrees to comply with state laws and rule 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 contracting agency.

24. Other Provisions

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

25. 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) decline 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://insurenemexico.state.nm.us/>.

26. 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.

27. 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.

28. Notices.

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

**Agency:**

NCNMEDD  
Attn: Nancy Arias  
P.O. Box 5115  
Santa Fe, NM 87502

**Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

29. Authority.

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

30. Signatures

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2009.

**City of Las Cruces**  
\_\_\_\_\_  
*Legal Name of Vendor/Contractor*

**NCNMEDD – Non Metro Area Agency on Aging**  
\_\_\_\_\_  
*Name of Area Agency on Aging*

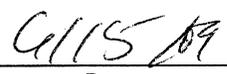
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*Signature*

  
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*Signature*

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*Printed/Typed Name of Signatory*

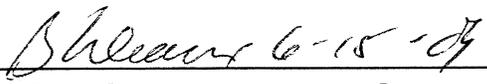
**Barbara Deaux, Executive Director**  
\_\_\_\_\_  
*Printed/Typed Name of Signatory*

\_\_\_\_\_  
*Date*

  
\_\_\_\_\_  
*Date*

**APPROVED AS TO FORMS**  
  
**City Attorney**

NORTHCENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT  
 NON-METRO AREA AGENCY ON AGING  
 NOTIFICATION OF GRANT AWARD (NGA)  
 SPECIAL PROJECTS - STATE SENIOR EMPLOYMENT PROGRAM

GRANTEE: City of Las Cruces ADDRESS: PO Box 20000 Las Cruces NM 88004 PHONE:		APPROVED BUDGET FOR THE PERIOD		Type of Grant or Action		NGA DATE	
		FROM: 07/01/2009 TO: 06/30/2010		New/Cont: X Revision: Other:		06/15/09	
Indirect Cost % of \$		Fund: 110 Title of Project: SEP		<b>COMPUTATION OF GRANT</b>			
DESCRIPTION		TOTAL		STATE		1. Estimated Total Cost ..... \$8,846.00	
Administration						2. LESS Anticipated Project Income ..... \$0.00	
Admin Fees		\$100.00		\$100.00		3. Estimated Net Cost ..... \$8,846.00	
Subtotal		\$100.00		\$100.00		4. Non-federal and Non-state Share of Net Cost ..... \$0.00	
Enrollee Costs						5. Project Income (Used as Match) ..... \$0.00	
Enrollee Wages		\$8,681.00		\$8,681.00		6. Federal Share of Net Cost ..... \$0.00	
Care & Support		65.00		65.00		7. State Share of Net Cost ..... \$8,846.00	
Subtotal		\$8,746.00		\$8,746.00		8. Federal/State Shares will be Comprised of:	
Grand Total		\$8,846.00		\$8,846.00		a. Federal/State grant unearned in previous FY Federal: 0.00	
PERCENT OF TOTAL COST		100%		100%		project year(s) FY State: 0.00	
						b. Carry Over 0.00	
						c. New Obligation Authority Herein Awarded FY State: \$8,846.00	
<p><input checked="" type="checkbox"/> Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.</p> <p><input checked="" type="checkbox"/> The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.</p> <p><input checked="" type="checkbox"/> If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated.</p> <p><input checked="" type="checkbox"/> As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.</p> <p><input checked="" type="checkbox"/> Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.</p> <p><input checked="" type="checkbox"/> In accepting the grant awarded for support of the expanded portion of an existing program, the grantee agrees to maintain expenditures for the existing program in the amount of Line 6 during the approved project period.</p>							
<p>All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:</p> <ol style="list-style-type: none"> <li>1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.</li> <li>2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency.</li> <li>3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.</li> <li>4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.</li> <li>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.</li> <li>6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.</li> <li>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.</li> <li>8. Inventory of project equipment will be maintained and submitted as requested.</li> <li>9. Project records will preserved and kept available to federal and state auditors at the primary offices of the Grantee.</li> </ol>							
Signature of Area Agency on Aging Authorizing Official:				We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.			
 Barbara Deaux, Executive Director				Date:			
				Date:			
Date							

CITY OF LAS CRUCES  
ADOPTED BUDGET FY 2009/2010

FUND	DIVISION		FUND TYPE	
State Senior Employment Program Fund 2175	Public Services		Special Revenue	
	FY 2008/09 Projected*	FY 2009/10 Adopted	Adjustment	FY 2009/10 Adjusted
<b>RESOURCES</b>				
Beginning Balance	\$ (4,195)	(387)		(387)
<b>REVENUES</b>				
552053 Area Agency on Aging	\$ 7,780	8,270	576	8,846
<b>Total Revenues</b>	\$ 7,780	8,270	576	8,846
<b>Total Resources</b>	\$ 3,585	7,883	576	8,459
<b>EXPENDITURES</b>				
<b>Senior Citizens A&amp;G 21205130</b>				
Personnel	\$ 3,972	6,660	576	7,236
Operating	0	1,223		1,223
<b>Total Org 21205130</b>	\$ 3,972	7,883	576	8,459
<b>Total Expenditures</b>	\$ 3,972	7,883	576	8,459
<b>ENDING BALANCE</b>	\$ (387)	0	0	0

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