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City of Las Cruces[®]
 PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 12 Ordinance/Resolution# 10-063 Council District: All City

For Meeting of August 17, 2009
 (Adoption Date)

TITLE:

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT GRANT AWARDS FROM A LEGISLATIVE APPROPRIATION TOTALING \$358,300 FOR FISCAL YEAR 2009/2010 FROM THE STATE OF NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT FOR CAPITAL OUTLAY FUNDS DIRECTED FOR THE PURCHASE OF EQUIPMENT/FURNISHINGS, VEHICLES, AND IMPROVEMENTS TO THE CITY OF LAS CRUCES SENIOR CENTERS AND TO ADJUST THE FISCAL YEAR 2009/2010 CITY BUDGET.

PURPOSE(S) OF ACTION: A resolution accepting grant awards from a Legislative appropriation totaling \$358,300 for Fiscal Year 2009/2010 for capital outlay funds directed for the purchase of equipment/furnishings, vehicles, and improvements to the City of Las Cruces senior centers and to adjust the Fiscal Year 2009/2010 City budget.

Name of Drafter: Shelley Modell		Department: Public Services/Senior Programs		Phone: 528-3000	
Department	Signature	Phone	Department	Signature	Phone
Originating Department		528-3477	Budget		2300
			Assistant City Manager		2271
Legal		541-2128	City Manager		2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

During the 2008 and 2009 Legislative Session, the Legislature allocated Capital Outlay funds to the State of New Mexico Aging and Long-Term Services Department. Of the total appropriation, the City of Las Cruces was awarded a total of \$358,300 for the purchase of equipment/furnishings, vehicles, and improvements to the City of Las Cruces senior centers.

Attached are nine (9) separate capital outlay contracts from the State of New Mexico Aging and Long-Term Services Department. Of the 2008 and 2009 Legislative Session appropriation totaling \$358,300, \$10,000 is directed for code improvements/equipment for Munson Senior Center; \$18,000 is directed for the purchase and installation of equipment/furnishings for the East Mesa Senior Center; \$5,000 directed for the purchase and installation of equipment/furnishings for the East Side Senior Center; \$18,000 is directed for improvements/equipment for the East Side Center; \$6,000

directed for the purchase and installation of equipment/furnishings for the Las Cruces Senior Centers and \$40,700 directed for the purchase and installation of meals equipment for the Las Cruces Senior Centers. Of the total 2009 Legislative Session appropriation, \$76,600 is directed for code improvements/equipment for the Benavidez Center; \$84,000 is directed to purchase and equip hot meal vehicles; and \$100,000 is directed to purchase and equip handicapped vans for transportation for the Las Cruces senior centers.

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
Facilities State Grants/4012--Various Accts.	\$ 104,600	\$ 104,600
Senior Center Vehicles-Equipment/2500— Various Accts.	\$ 253,700	\$ 253,700

1. Resolution.
2. Exhibit "A"—State of New Mexico Aging and Long-Term Services Department Contract No. 2008-3352.
3. Exhibit "B"—State of New Mexico Aging and Long-Term Services Department Contract No. 2009-4808.
4. Exhibit "C"—State of New Mexico Aging and Long-Term Services Department Contract No. 2009-4809.
5. Exhibit "D"—State of New Mexico Aging and Long-Term Services Department Contract No. 2009-4810.
6. Exhibit "E"—State of New Mexico Aging and Long-Term Services Department Contract No. 2009-4811.
7. Exhibit "F"—State of New Mexico Aging and Long-Term Services Department Contract No. 2009-4812.
8. Exhibit "G"—State of New Mexico Aging and Long-Term Services Department Contract No. 2010-3023.
9. Exhibit "H"—State of New Mexico Aging and Long-Term Services Department Contract No. 2010-3024.
10. Exhibit "I"—State of New Mexico Aging and Long-Term Services Department Contract No. 2010-3025.
11. Exhibit "J"-- Budget Adjustment

OPTIONS / ALTERNATIVES:

1. If approved, the funding will be used for the purchase of equipment/furnishings, vehicles, and improvements to the City of Las Cruces senior centers.

2. If not approved, Senior Programs will operate at a reduced level of service and/or suspend services as a result of the high-maintenance costs for facilities, old equipment and vehicles.
3. Council may direct modification of the contracts and/or provide staff with alternate direction for Senior Employment Program.

RESOLUTION NO. 10-063

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT GRANT AWARDS FROM A LEGISLATIVE APPROPRIATION TOTALING \$358,300 FOR FISCAL YEAR 2009/2010 FROM THE STATE OF NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT FOR CAPITAL OUTLAY FUNDS DIRECTED FOR THE PURCHASE OF EQUIPMENT/FURNISHINGS, VEHICLES, AND IMPROVEMENTS TO THE CITY OF LAS CRUCES SENIOR CENTERS AND TO ADJUST THE FISCAL YEAR 2009/2010 CITY BUDGET.

The City Council is informed that:

WHEREAS, during the 2008 and 2009 Legislative Session, the Legislature allocated Capital Outlay funds to the State of New Mexico Aging and Long-Term Services Department. Of the total appropriation, the City of Las Cruces was awarded a total of \$358,300 for the purchase of equipment/furnishings, vehicles, and improvements to the City of Las Cruces senior centers; and

WHEREAS, of the 2008 and 2009 Legislative Session appropriation totaling \$358,300, \$10,000 is directed for code improvements/equipment for Munson Senior Center; \$18,000 is directed for the purchase and installation of equipment/furnishings for the East Mesa Senior Center; \$5,000 directed for the purchase and installation of equipment/furnishings for the East Side Senior Center; \$18,000 is directed for improvements/equipment for the East Side Center; \$6,000 directed for the purchase and installation of equipment/furnishings for the Las Cruces Senior Centers and \$40,700 directed for the purchase and installation of meals equipment for the Las Cruces Senior Centers; and

WHEREAS, of the total 2009 Legislative Session appropriation, \$76,600 is directed for code improvements/equipment for the Benavidez Center; \$84,000 is

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directed to purchase and equip hot meal vehicles; and \$100,000 is directed to purchase and equip handicapped vans for transportation for the Las Cruces senior centers; and

WHEREAS, a budget adjustment to the Fiscal Year 2009/2010 City budget is needed to reflect the contract amendment.

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

(I)

THAT the Mayor is authorized to sign the Capital Outlay contracts with the State of New Mexico Aging and Long-Term Services Department designated as Exhibits "A,B,C,D,E,F,G,H,I" 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 "J," 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.

Resolution No. 10-063, con't.
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APPROVED:

(SEAL)

Mayor

ATTEST:

City Clerk

Moved by: _____

Seconded by: _____

VOTE:

Mayor Miyagishima:	_____
Councillor Silva:	_____
Councillor Connor:	_____
Councillor Archuleta:	_____
Councillor Small:	_____
Councillor Jones:	_____
Councillor Thomas:	_____

APPROVED AS TO FORM:

[Handwritten Signature]

Deputy City Attorney

Contract No. 2008-3352

STATE OF NEW MEXICO
NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT
2008 LAWS OF NEW MEXICO

This Agreement is made and entered into by and between the State of New Mexico, New Mexico Aging and Long-Term Services Department, hereinafter referred to as the "Department" and City of Las Cruces, hereinafter referred to as the "Contractor".

I. WITNESSETH

It is known and understood by the Department and by the Contractor that the 2008 Legislature enacted Chapter 92, 2008 Laws of New Mexico. The law appropriated to the Department a total of \$3,767,000 of which a total of ten thousand dollars (\$10,000) is directed for building code improvements/equipment, hereinafter referred to as "renovations", for the Munson Senior Center located in Dona Ana County, in accordance with the terms, covenants, and conditions set forth hereunder. The Department and the Contractor agree that the real property on which the Munson Senior Center is located will be the site for the renovation.

II. GENERAL ADMINISTRATION

1. The authority for the administration of the state-appropriated funds is the Department.
2. The Contractor agrees to pursue a policy and a program of compliance with civil rights laws, regulations, and affirmative action, particularly Title VII of the Civil Rights Act of 1967, as amended, and the Older Americans Act of 1965, as amended, in the operation of the senior center and the provision of services to senior citizens.
3. Architect/Engineer. The Contractor shall submit to the Department for its approval and approval by the Governor's Commission on Disability a complete set of plans and specifications prepared by a registered architect or engineer prior to the commencement of any renovation/construction projects. The Contractor shall not enter into any agreement with architects or engineers, wherein the fee would be in excess of 7% of the amount awarded herein.
4. All applicable requirements of the New Mexico Building Code and the American National Standards Institute (ANSI) Standards that contain specifications for making buildings and facilities accessible to and useable by physically handicapped people shall be fully complied with. All applicable requirements set forth under Section (Chapter 60, Article 13 NMSA 1978) of

the Construction Industries Licensing Act and the rules and regulations adopted hereunder shall be fully complied with.

III. IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. Scope of Project. The Contractor shall furnish or arrange for the furnishing of all labor and materials, and for the performance of all work in the renovation of the Munson Senior Center. If anything is omitted from the plans, which may be required in order to complete said renovations, such items, if any, will be deemed to be included within the scope of work to be performed by the Contractor. The Contractor shall furnish all work, materials, and labor as may be necessary to provide, furnish, and install the same at the Contractor's sole expense. The Contractor shall not seek additional funds from the Department for the renovation contemplated herein.
2. Representations. The Contractor represents and warrants to the Department that it is fully experienced or will employ those who are fully experienced and properly qualified as experts to perform the work and that its contractors, agents, or employees are properly equipped, organized, and financed to perform such work. The Contractor further represents that it shall finance its own operations hereunder, and is in no way acting as agent for the Department.
3. Consideration. In consideration for the funds granted herein, the Contractor agrees to make the renovations and to provide supportive social services to senior citizens in the Munson Senior Center.
4. Compliance with Requirements. All work, labor, and materials to be furnished and performed by the Contractor or its contractors or subcontractors shall be furnished and performed to the satisfaction of the Contractor.
5. Method of Payment. For the project that is the subject matter of this Agreement, the Department shall reimburse Contractor for qualifying expenditures in a total not to exceed the amount set forth for in the appropriation referenced in Section I. The Contractor shall request payment by making requests using the Request form attached to this Agreement as Exhibit A. Payment requests require Contractor to submit one original of each Request for Payment and shall contain proof of payment in the form of a certification from an authorized signatory that the expenditures are valid or actual receipts. Failure of the Contractor to provide the above referenced information may result in the denial of its payment requests or delay reimbursement processing. Project funds must be expended by the reversion date for the particular project, as established by applicable law.

6. Time for Completion. The Contractor shall insure that the renovations authorized under this Agreement shall be completed no later than 6/30/2012.
7. Project Readiness. The Contractor shall ensure that the project is developed sufficiently so that the Contractor reasonably expects to: (1) incur within six months a substantial binding obligation to a third party to expend at least five percent of the appropriation for the project; and (2) spend at least eighty-five percent of the appropriation within three years after the appropriation have been issued.
8. Best Efforts. Notwithstanding the terms set forth herein for completion of the renovations, the Contractor will at all times use its best efforts to insure that the renovations are completed on time, and will at all times insure that sufficient labor and material is furnished to assure the most efficient and speediest renovation process.
9. Monitoring/Oversight. The Contractor agrees that the department is authorized and responsible for monitoring the projects funded in this contract to ensure compliance with all applicable regulations. Monitoring includes site visits without prior notification by the department. Failure to complete the project and comply with the terms and conditions of this contract shall cause to be reverted any unexpended or unencumbered balance. Reverted funds shall be deposited in the debt service fund established by the state treasurer. The Contractor shall be responsible for the submission of quarterly status reports to the Department.
10. Default by Contractor. If the Contractor fails to pursue the work required herein diligently, or to make progress required, or fails in any way to perform the conditions hereof, the Department shall have the right, if it so elects and without prejudice to any other rights it may have, by giving 48 hours written notice of its election to the Contractor, to terminate the Agreement. Upon termination of the Agreement, the Department shall have no further obligation to make payments pursuant to the Agreement.
11. Permits and Licenses. The Contractor shall obtain all necessary building, occupancy, and other governmental permits and licenses which may be required in connection with the renovations to be performed hereunder and for the use and occupancy of the Munson Senior Center. The Contractor shall at all times insure strict compliance with all rules and regulations, ordinances, fire safety, environmental health permits, and building codes and requirements of all governmental authorities relating to the manner of doing the work to be performed under this Agreement.
12. Liability. 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 by either party in connection with this Agreement is subject

to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-1-1 et seq., NMSA 1978, as amended.

13. Insurance. The Contractor shall at all times commencing with the date when renovation begins and for five (5) years thereafter, carry or cause to be carried sufficient insurance against damage or destruction and full extended coverage including vandalism and malicious mischief, covering all improvements and materials. The Contractor agrees to use any insurance proceeds paid under this paragraph for the benefit of the senior citizens in the Munson Senior Center, with prior approval of the Department. The Contractor may provide self-insurance to satisfy this requirement.
14. Liens. The Contractor hereby agrees to ensure that there are no liens, or claims or rights to enforce liens against the Munson Senior Center or improvements to be erected thereon arising out of any work to be performed or labor and materials to be furnished under this Agreement.
15. Assignment. The Contractor shall not assign this Agreement or any amount payable hereunder without the express prior written consent of the Department. The Contractor shall upon request by the Department, disclose to the Department the names of all contractors, sub-contractors, or other persons or entities with whom it contracts or intends to contract with in connection with the performance of this Agreement.
16. Use of Site. For a period five (5) years from the date hereof, the Munson Senior Center shall be used solely for the purpose of a Senior Citizens Center and not for any other purpose whatsoever. The Contractor shall operate or cause to be operated the Munson Senior Center as a Senior Citizens Center at the sole cost and expense of the Contractor. The Munson Senior Center shall not be closed, subleased, or disposed of without the written prior consent of the Department.
17. Defects. The Contractor, will at the request of the Department, correct any defects due to faulty materials or workmanship in the renovation of the Munson Senior Center. The final payment by the Department shall not relieve the Contractor from the responsibility of such defects.
18. Interest on Monies. Any interest accrued on monies awarded by the Department shall remain the property of the Department for the sole disposal of the Department, and the Contractor shall have no claim or interest whatsoever therein.
19. Audit and Inspection. Separate books of account for the performance of this Agreement and all matters pertaining to the Agreement of shall be kept and maintained by the Contractor. All records shall be open for inspection by the Department, the Department of Finance and Administration, or State Auditor

at all reasonable times. The Department may audit such books or may employ independent auditors to audit such books at the sole discretion of the Department. The right to make such an audit shall not require that such an audit be made. Upon completion of the renovations, a true and correct accounting shall be rendered of all costs and expenses and all accounts, vouchers, records, and data related to the renovations. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

20. Finality of the Funding. The Contractor understands that the amount of funding specified in Section I of the Agreement is final. Any other costs whatsoever shall be the sole responsibility of the Contractor. The Contractor shall not apply for other funds hereunder. No claim for payment in excess of the amount set forth herein for extra costs of any kind shall be made by the Contractor.
21. Contractor May Not Cancel. Once funds have been committed by the Department to this project and the Contractor has awarded a renovation contract, the Contractor may not cancel the project for any reason whatsoever without the prior written consent of the Department. This consent shall not be unreasonably withheld.
22. Notices. All notices, which may be given to either of the parties hereunder, shall be in writing and shall be sent by registered or certified mail to the addresses and addressees specified on the last page of this Agreement.
23. Status of Contractor. The Contractor and its agents and employees are independent contractors and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.
24. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the State of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
25. Release. The Contractor, upon final payment of the amount due under this Agreement, releases the Department, 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, unless the Contractor has express written authority to do so,

and then only within the strict limits of that authority.

26. Conflict of Interest. The Contractor warrants it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this 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 have been followed.
27. Term. This Agreement shall not become effective until approved by the Department and shall terminate on 6/30/2012, unless terminated pursuant to Paragraph 26.
28. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party by 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.
29. Amendment. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
30. Merger. This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied into this Agreement.
31. Procurement Code. The Contractor shall at all times comply with the Procurement Code. 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.
32. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders by the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the U.S. shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, 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 the Contractor is found to be not in compliance with these requirements

during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

33. Applicable Law. This Agreement shall be governed by (a) the laws and regulations of the State of New Mexico and (b) any applicable laws and regulations of the federal government.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

NEW MEXICO AGING AND LONG TERM SERVICES DEPARTMENT

BY: _____

DATE: _____

CITY OF LAS CRUCES

BY: _____

DATE: _____

APPROVED AS TO FORM:
[Handwritten Signature]
Deputy City Attorney

TAXATION AND REVENUE DEPARTMENT

The records of the Taxation & Revenue Department indicate that the entity is registered to pay gross receipt taxes to the State of New Mexico.

TAXPAYER I.D.# 01-406383-002

BY: _____

DATE: _____

NOTICES

New Mexico Aging and Long-Term Services Department
2550 Cerrillos Road
Santa Fe, NM 87505

City of Las Cruces
P.O. Box 20000
Las Cruces, New Mexico 88004

Contract No. 2009-4808

STATE OF NEW MEXICO
NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT
2008 LAWS OF NEW MEXICO

This Agreement is made and entered by and between the State of New Mexico, New Mexico Aging and Long-Term Services Department, hereinafter referred to as the "Department" and City of Las Cruces, hereinafter referred to as the "Contractor".

I. WITNESSETH

It is known and understood by the Department and by the Contractor that the 2008 Legislature enacted Chapter 80, 2008 Laws of New Mexico. The law appropriated to the Department a total of \$14,700,000 of which eighteen thousand dollars (\$18,000) is directed to purchase and install equipment hereinafter referred to as "equipment/furnishings" for the East Mesa Senior Center in Dona Ana, in accordance with the terms, covenants, and conditions set forth hereunder. The Department and the Contractor agree that the real property on which the senior center(s) is located will be the site where the equipment will be located.

II. GENERAL ADMINISTRATION

1. The authority for the administration of the state appropriated funds is the Department.
2. The Contractor agrees to pursue a policy and a program of compliance with applicable civil rights laws, regulations, and affirmative action, including Title VII of the Civil Rights Act of 1967, as amended, and the Older Americans Act of 1965, as amended, and the Americans with Disabilities Act in the provision of services to senior citizens.

III. IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. Scope of Project. The Contractor shall be responsible for the purchase of the equipment and shall further comply with all applicable State of New Mexico procurement requirements.
2. Representations. The Contractor represents that it shall finance its own operations hereunder, and is in no way acting as agent for the Department. The Contractor shall be responsible, to the extent of its negligence, for any and all liabilities, or charges resulting from any act, omission, or representation of the Contractor, its contractors, subcontractors, agents or employees.

3. Consideration. In consideration for the funds granted herein, the Contractor agrees to provide nutrition, educational, and recreational services to senior citizens in the East Mesa Senior Center. The Contractor agrees that the equipment shall be used for the above stated purposes nor misused or misappropriated. The Contractor shall be responsible for adhering to the policy on Management and Disposition on Tangible Personal Property provided by the Department.
4. Method of Payment. For the project that is the subject matter of this Agreement, the Department shall reimburse Contractor for qualifying expenditures in a total not to exceed the amount set forth for in the appropriation referenced in Section I. The Contractor shall request payment by making requests using the Request form attached to this Agreement as Exhibit A. Payment requests require Contractor to submit one original of each Request for Payment and shall contain proof of payment in the form of a certification from an authorized signatory that the expenditures are valid or actual receipts. Failure of the Contractor to provide the above referenced information may result in the denial of its payment requests or delay reimbursement processing. Project funds must be expended by the reversion date for the particular project, as established by applicable law.
5. Time for Completion. The Contractor shall insure that purchases authorized under this Agreement shall be completed no later than 6/30/2012.
6. Project Readiness. The Contractor shall ensure that the project is developed sufficiently so that the Contractor reasonably expects to: (1) incur within six months a substantial binding obligation to a third party to expend at least five percent of the appropriation for the project; and (2) spend at least eighty-five percent of the appropriation within two years after the appropriation have been issued.
7. Monitoring/Oversight. The Contractor agrees that the department is authorized and responsible for monitoring the projects funded in this contract to ensure compliance with all applicable regulations. Monitoring includes site visits without prior notification by the department. Failure to complete the project and comply with the terms and conditions of this contract shall cause to be reverted any unexpended or unencumbered balance. Reverted funds shall be deposited in the debt service fund established by the state treasurer. The Contractor shall be responsible for the submission of quarterly status reports to the Department.
8. Liability. Neither party shall be responsible for liability incurred as result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claim Act, sections 41-4-1, et seq., NMSA 1978, as amended.

9. Insurance. The Contractor shall at all times commencing with the date of purchase of the equipment carry or cause to be carried sufficient insurance against damage or destruction and full extended coverage including vandalism and malicious mischief, covering all equipment under this Agreement in an amount equal to the full insurable value of such equipment. The Contractor agrees to use any insurance proceeds paid under this Agreement to address equipment needs of the senior citizens in the East Mesa Senior Center with prior approval of the Department. The Contractor may provide self-insurance to satisfy this requirement.
10. Assignment. The Contractor shall not assign this Agreement or any amount payable hereunder without the express prior written consent of the Department. The Contractor shall upon request by the Department, disclose to the Department the names of all contractors, sub-contractors, or other persons or entities with whom it contracts or intends to contract with in connection with the performance of this Agreement.
11. Interest on Monies. Any interest accrued on monies awarded by the Department shall remain the property of the Department for the sole disposal of the Department, and the Contractor shall have no claim or interest whatsoever therein.
12. Audit and Inspection. Separate books of account for the performance of this Agreement and all matters pertaining to this Agreement shall be maintained by the Contractor. All records shall be open for inspection by the Department, the Department of Finance and Administration, or State Auditor at all reasonable times. The Department may audit such books or may employ independent auditors to audit such books at the sole discretion of the Department. The right to make such an audit shall not require that such an audit be made. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.
13. Use of Equipment/Furnishings. The equipment shall be used solely for the purpose of providing services to the East Mesa Senior Center and not for any other purpose whatsoever nor misused or misappropriated.
14. Improper Use. The Contractor and the Department agree that the Department may remove the equipment from the site if it is used for other than the above agreed upon purposes.
15. Finality of the Funding. The Contractor understands that the amount of funding specified in Section I of this Agreement is final. Any other costs whatsoever shall be the sole responsibility of the Contractor. The Contractor shall not apply for other funds hereunder. No claim for payment in excess of the amount set forth herein for extra costs of any kind shall be made by the Contractor.

16. Notices. All notices which may be given to either of the parties hereunder shall be in writing and shall be sent by registered or certified mail to the addresses and addressees specified on the last page of this Agreement.
17. Status of Contractor. The Contractor and its agents and employees are independent contractors and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.
18. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the State of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
19. Release. The Contractor, upon final payment of the amount due under this Agreement, releases the Department, 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 unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
20. Conflict of Interest. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this 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 have been followed.
21. Term. This Agreement shall not become effective until approved by the Department and shall terminate on 6/30/2012, unless terminated pursuant to Paragraph 20.
22. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party by 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.
23. Amendment. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

24. Merger. This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
25. Procurement Code. The Contractor shall at all times comply with the Procurement Code. 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.
26. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders by the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the U.S. shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, 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 the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.
27. Applicable Law. This Agreement shall be governed by (a) the laws and regulations of the State of New Mexico and (b) any applicable laws and regulations of the federal government.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT

BY: _____

DATE: _____

CITY OF LAS CRUCES

BY: _____

DATE: _____

APPROVED AS TO FORM:
[Signature]
City Attorney

TAXATION AND REVENUE DEPARTMENT

The records of the Taxation & Revenue Department indicate that the entity is registered to pay gross receipt taxes to the State of New Mexico.

TAXPAYER I.D.# 01-406383-002

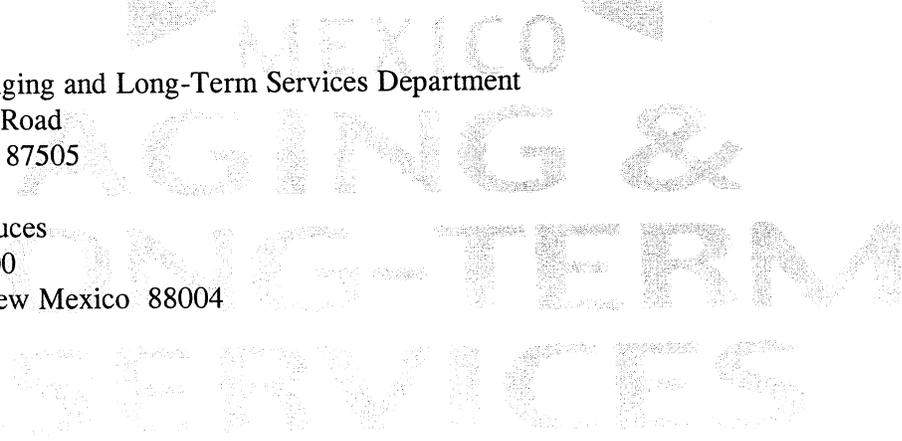
BY: _____

DATE: _____

NOTICES

New Mexico Aging and Long-Term Services Department
2550 Cerrillos Road
Santa Fe, NM 87505

City of Las Cruces
P.O. Box 20000
Las Cruces, New Mexico 88004



Contract No. 2009-4809

STATE OF NEW MEXICO
NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT
2008 LAWS OF NEW MEXICO

This Agreement is made and entered by and between the State of New Mexico, New Mexico Aging and Long-Term Services Department, hereinafter referred to as the "Department" and City of Las Cruces, hereinafter referred to as the "Contractor".

I. WITNESSETH

It is known and understood by the Department and by the Contractor that the 2008 Legislature enacted Chapter 80, 2008 Laws of New Mexico. The law appropriated to the Department a total of \$14,700,000 of which five thousand dollars (\$5,000) is directed to purchase and install equipment hereinafter referred to as "equipment/furnishings" for the East Side Senior Center in Dona Ana, in accordance with the terms, covenants, and conditions set forth hereunder. The Department and the Contractor agree that the real property on which the senior center(s) is located will be the site where the equipment will be located.

II. GENERAL ADMINISTRATION

1. The authority for the administration of the state appropriated funds is the Department.
2. The Contractor agrees to pursue a policy and a program of compliance with applicable civil rights laws, regulations, and affirmative action, including Title VII of the Civil Rights Act of 1967, as amended, and the Older Americans Act of 1965, as amended, and the Americans with Disabilities Act in the provision of services to senior citizens.

III. IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. Scope of Project. The Contractor shall be responsible for the purchase of the equipment and shall further comply with all applicable State of New Mexico procurement requirements.
2. Representations. The Contractor represents that it shall finance its own operations hereunder, and is in no way acting as agent for the Department. The Contractor shall be responsible, to the extent of its negligence, for any and all liabilities, or charges resulting from any act, omission, or representation of the Contractor, its contractors, subcontractors, agents or employees.

3. Consideration. In consideration for the funds granted herein, the Contractor agrees to provide nutrition, educational, and recreational services to senior citizens in the East Mesa Senior Center. The Contractor agrees that the equipment shall be used for the above stated purposes nor misused or misappropriated. The Contractor shall be responsible for adhering to the policy on Management and Disposition on Tangible Personal Property provided by the Department.
4. Method of Payment. For the project that is the subject matter of this Agreement, the Department shall reimburse Contractor for qualifying expenditures in a total not to exceed the amount set forth for in the appropriation referenced in Section I. The Contractor shall request payment by making requests using the Request form attached to this Agreement as Exhibit A. Payment requests require Contractor to submit one original of each Request for Payment and shall contain proof of payment in the form of a certification from an authorized signatory that the expenditures are valid or actual receipts. Failure of the Contractor to provide the above referenced information may result in the denial of its payment requests or delay reimbursement processing. Project funds must be expended by the reversion date for the particular project, as established by applicable law.
5. Time for Completion. The Contractor shall insure that purchases authorized under this Agreement shall be completed no later than 6/30/2012.
6. Project Readiness. The Contractor shall ensure that the project is developed sufficiently so that the Contractor reasonably expects to: (1) incur within six months a substantial binding obligation to a third party to expend at least five percent of the appropriation for the project; and (2) spend at least eighty-five percent of the appropriation within two years after the appropriation have been issued.
7. Monitoring/Oversight. The Contractor agrees that the department is authorized and responsible for monitoring the projects funded in this contract to ensure compliance with all applicable regulations. Monitoring includes site visits without prior notification by the department. Failure to complete the project and comply with the terms and conditions of this contract shall cause to be reverted any unexpended or unencumbered balance. Reverted funds shall be deposited in the debt service fund established by the state treasurer. The Contractor shall be responsible for the submission of quarterly status reports to the Department.
8. Liability. Neither party shall be responsible for liability incurred as result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claim Act, sections 41-4-1, et seq., NMSA 1978, as amended.

9. Insurance. The Contractor shall at all times commencing with the date of purchase of the equipment carry or cause to be carried sufficient insurance against damage or destruction and full extended coverage including vandalism and malicious mischief, covering all equipment under this Agreement in an amount equal to the full insurable value of such equipment. The Contractor agrees to use any insurance proceeds paid under this Agreement to address equipment needs of the senior citizens in the East Mesa Senior Center with prior approval of the Department. The Contractor may provide self-insurance to satisfy this requirement.
10. Assignment. The Contractor shall not assign this Agreement or any amount payable hereunder without the express prior written consent of the Department. The Contractor shall upon request by the Department, disclose to the Department the names of all contractors, sub-contractors, or other persons or entities with whom it contracts or intends to contract with in connection with the performance of this Agreement.
11. Interest on Monies. Any interest accrued on monies awarded by the Department shall remain the property of the Department for the sole disposal of the Department, and the Contractor shall have no claim or interest whatsoever therein.
12. Audit and Inspection. Separate books of account for the performance of this Agreement and all matters pertaining to this Agreement shall be maintained by the Contractor. All records shall be open for inspection by the Department, the Department of Finance and Administration, or State Auditor at all reasonable times. The Department may audit such books or may employ independent auditors to audit such books at the sole discretion of the Department. The right to make such an audit shall not require that such an audit be made. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.
13. Use of Equipment/Furnishings. The equipment shall be used solely for the purpose of providing services to the East Mesa Senior Center and not for any other purpose whatsoever nor misused or misappropriated.
14. Improper Use. The Contractor and the Department agree that the Department may remove the equipment from the site if it is used for other than the above agreed upon purposes.
15. Finality of the Funding. The Contractor understands that the amount of funding specified in Section I of this Agreement is final. Any other costs whatsoever shall be the sole responsibility of the Contractor. The Contractor shall not apply for other funds hereunder. No claim for payment in excess of the amount set forth herein for extra costs of any kind shall be made by the Contractor.

16. Notices. All notices which may be given to either of the parties hereunder shall be in writing and shall be sent by registered or certified mail to the addresses and addressees specified on the last page of this Agreement.
17. Status of Contractor. The Contractor and its agents and employees are independent contractors and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.
18. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the State of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
19. Release. The Contractor, upon final payment of the amount due under this Agreement, releases the Department, 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 unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
20. Conflict of Interest. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this 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 have been followed.
21. Term. This Agreement shall not become effective until approved by the Department and shall terminate on 6/30/2012, unless terminated pursuant to Paragraph 20.
22. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party by 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.
23. Amendment. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

24. Merger. This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
25. Procurement Code. The Contractor shall at all times comply with the Procurement Code. 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.
26. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders by the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the U.S. shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, 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 the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.
27. Applicable Law. This Agreement shall be governed by (a) the laws and regulations of the State of New Mexico and (b) any applicable laws and regulations of the federal government.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT

BY: _____

DATE: _____

CITY OF LAS CRUCES

BY: _____

DATE: _____

APPROVED AS TO FORM:
[Signature]
City Attorney

TAXATION AND REVENUE DEPARTMENT

The records of the Taxation & Revenue Department indicate that the entity is registered to pay gross receipt taxes to the State of New Mexico.

TAXPAYER I.D.# 01-406383-002

BY: _____

DATE: _____

NOTICES

New Mexico Aging and Long-Term Services Department
2550 Cerrillos Road
Santa Fe, NM 87505

City of Las Cruces
P.O. Box 20000
Las Cruces, New Mexico 88004

Contract No. 2009-4810

STATE OF NEW MEXICO
 NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT
 2008 LAWS OF NEW MEXICO

This Agreement is made and entered into by and between the State of New Mexico, New Mexico Aging and Long-Term Services Department, hereinafter referred to as the "Department" and City of Las Cruces, hereinafter referred to as the "Contractor".

I. WITNESSETH

It is known and understood by the Department and by the Contractor that the 2008 Legislature enacted Chapter 80, 2008 Laws of New Mexico. The law appropriated to the Department a total of \$14,700,000 of which a total of eighteen thousand dollars (\$18,000) is directed for code improvements/equipment, hereinafter referred to as "renovations", for the East Side Senior Center located in Dona Ana, in accordance with the terms, covenants, and conditions set forth hereunder. The Department and the Contractor agree that the real property on which the East Side Senior Center is located will be the site for the renovation.

II. GENERAL ADMINISTRATION

1. The authority for the administration of the state-appropriated funds is the Department.
2. The Contractor agrees to pursue a policy and a program of compliance with civil rights laws, regulations, and affirmative action, particularly Title VII of the Civil Rights Act of 1967, as amended, and the Older Americans Act of 1965, as amended, in the operation of the senior center and the provision of services to senior citizens.
3. Architect/Engineer. The Contractor shall submit to the Department for its approval and approval by the Governor's Commission on Disability a complete set of plans and specifications prepared by a registered architect or engineer prior to the commencement of any renovation/construction projects. The Contractor shall not enter into any agreement with architects or engineers, wherein the fee would be in excess of 7% of the amount awarded herein.
4. All applicable requirements of the New Mexico Building Code and the American National Standards Institute (ANSI) Standards that contain specifications for making buildings and facilities accessible to and useable by physically handicapped people shall be fully complied with. All applicable requirements set forth under Section (Chapter 60, Article 13 NMSA 1978) of

the Construction Industries Licensing Act and the rules and regulations adopted hereunder shall be fully complied with.

III. IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. Scope of Project. The Contractor shall furnish or arrange for the furnishing of all labor and materials, and for the performance of all work in the renovation of the East Side Senior Center. If anything is omitted from the plans, which may be required in order to complete said renovations, such items, if any, will be deemed to be included within the scope of work to be performed by the Contractor. The Contractor shall furnish all work, materials, and labor as may be necessary to provide, furnish, and install the same at the Contractor's sole expense. The Contractor shall not seek additional funds from the Department for the renovation contemplated herein.
2. Representations. The Contractor represents and warrants to the Department that it is fully experienced or will employ those who are fully experienced and properly qualified as experts to perform the work and that its contractors, agents, or employees are properly equipped, organized, and financed to perform such work. The Contractor further represents that it shall finance its own operations hereunder, and is in no way acting as agent for the Department.
3. Consideration. In consideration for the funds granted herein, the Contractor agrees to make the renovations and to provide supportive social services to senior citizens in the East Side Senior Center.
4. Compliance with Requirements. All work, labor, and materials to be furnished and performed by the Contractor or its contractors or subcontractors shall be furnished and performed to the satisfaction of the Contractor.
5. Method of Payment. For the project that is the subject matter of this Agreement, the Department shall reimburse Contractor for qualifying expenditures in a total not to exceed the amount set forth for in the appropriation referenced in Section I. The Contractor shall request payment by making requests using the Request form attached to this Agreement as Exhibit A. Payment requests require Contractor to submit one original of each Request for Payment and shall contain proof of payment in the form of a certification from an authorized signatory that the expenditures are valid or actual receipts. Failure of the Contractor to provide the above referenced information may result in the denial of its payment requests or delay reimbursement processing. Project funds must be expended by the reversion date for the particular project, as established by applicable law.

6. Time for Completion. The Contractor shall insure that the renovations authorized under this Agreement shall be completed no later than 6/30/2012.
7. Project Readiness. The Contractor shall ensure that the project is developed sufficiently so that the Contractor reasonably expects to: (1) incur within six months a substantial binding obligation to a third party to expend at least five percent of the appropriation for the project; and (2) spend at least eighty-five percent of the appropriation within three years after the appropriation have been issued.
8. Best Efforts. Notwithstanding the terms set forth herein for completion of the renovations, the Contractor will at all times use its best efforts to insure that the renovations are completed on time, and will at all times insure that sufficient labor and material is furnished to assure the most efficient and speediest renovation process.
9. Monitoring/Oversight. The Contractor agrees that the department is authorized and responsible for monitoring the projects funded in this contract to ensure compliance with all applicable regulations. Monitoring includes site visits without prior notification by the department. Failure to complete the project and comply with the terms and conditions of this contract shall cause to be reverted any unexpended or unencumbered balance. Reverted funds shall be deposited in the debt service fund established by the state treasurer. The Contractor shall be responsible for the submission of quarterly status reports to the Department.
10. Default by Contractor. If the Contractor fails to pursue the work required herein diligently, or to make progress required, or fails in any way to perform the conditions hereof, the Department shall have the right, if it so elects and without prejudice to any other rights it may have, by giving 48 hours written notice of its election to the Contractor, to terminate the Agreement. Upon termination of the Agreement, the Department shall have no further obligation to make payments pursuant to the Agreement.
11. Permits and Licenses. The Contractor shall obtain all necessary building, occupancy, and other governmental permits and licenses which may be required in connection with the renovations to be performed hereunder and for the use and occupancy of the East Side Senior Center. The Contractor shall at all times insure strict compliance with all rules and regulations, ordinances, fire safety, environmental health permits, and building codes and requirements of all governmental authorities relating to the manner of doing the work to be performed under this Agreement.
12. Liability. 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 by either party in connection with this Agreement is subject

to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-1-1 et seq., NMSA 1978, as amended.

13. Insurance. The Contractor shall at all times commencing with the date when renovation begins and for five (5) years thereafter, carry or cause to be carried sufficient insurance against damage or destruction and full extended coverage including vandalism and malicious mischief, covering all improvements and materials. The Contractor agrees to use any insurance proceeds paid under this paragraph for the benefit of the senior citizens in the East Side Senior Center, with prior approval of the Department. The Contractor may provide self-insurance to satisfy this requirement.
14. Liens. The Contractor hereby agrees to ensure that there are no liens, or claims or rights to enforce liens against the East Side Senior Center or improvements to be erected thereon arising out of any work to be performed or labor and materials to be furnished under this Agreement.
15. Assignment. The Contractor shall not assign this Agreement or any amount payable hereunder without the express prior written consent of the Department. The Contractor shall upon request by the Department, disclose to the Department the names of all contractors, sub-contractors, or other persons or entities with whom it contracts or intends to contract with in connection with the performance of this Agreement.
16. Use of Site. For a period five (5) years from the date hereof, the East Side Senior Center shall be used solely for the purpose of a Senior Citizens Center and not for any other purpose whatsoever. The Contractor shall operate or cause to be operated the East Side Senior Center as a Senior Citizens Center at the sole cost and expense of the Contractor. The East Side Senior Center shall not be closed, subleased, or disposed of without the written prior consent of the Department.
17. Defects. The Contractor, will at the request of the Department, correct any defects due to faulty materials or workmanship in the renovation of the East Side Senior Center. The final payment by the Department shall not relieve the Contractor from the responsibility of such defects.
18. Interest on Monies. Any interest accrued on monies awarded by the Department shall remain the property of the Department for the sole disposal of the Department, and the Contractor shall have no claim or interest whatsoever therein.
19. Audit and Inspection. Separate books of account for the performance of this Agreement and all matters pertaining to the Agreement of shall be kept and maintained by the Contractor. All records shall be open for inspection by the Department, the Department of Finance and Administration, or State Auditor

at all reasonable times. The Department may audit such books or may employ independent auditors to audit such books at the sole discretion of the Department. The right to make such an audit shall not require that such an audit be made. Upon completion of the renovations, a true and correct accounting shall be rendered of all costs and expenses and all accounts, vouchers, records, and data related to the renovations. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

20. Finality of the Funding. The Contractor understands that the amount of funding specified in Section I of the Agreement is final. Any other costs whatsoever shall be the sole responsibility of the Contractor. The Contractor shall not apply for other funds hereunder. No claim for payment in excess of the amount set forth herein for extra costs of any kind shall be made by the Contractor.
21. Contractor May Not Cancel. Once funds have been committed by the Department to this project and the Contractor has awarded a renovation contract, the Contractor may not cancel the project for any reason whatsoever without the prior written consent of the Department. This consent shall not be unreasonably withheld.
22. Notices. All notices, which may be given to either of the parties hereunder, shall be in writing and shall be sent by registered or certified mail to the addresses and addressees specified on the last page of this Agreement.
23. Status of Contractor. The Contractor and its agents and employees are independent contractors and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.
24. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the State of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
25. Release. The Contractor, upon final payment of the amount due under this Agreement, releases the Department, 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, unless the Contractor has express written authority to do so,

and then only within the strict limits of that authority.

26. Conflict of Interest. The Contractor warrants it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this 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 have been followed.
27. Term. This Agreement shall not become effective until approved by the Department and shall terminate on 6/30/2012, unless terminated pursuant to Paragraph 26.
28. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party by 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.
29. Amendment. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
30. Merger. This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied into this Agreement.
31. Procurement Code. The Contractor shall at all times comply with the Procurement Code. 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.
32. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders by the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the U.S. shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, 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 the Contractor is found to be not in compliance with these requirements

during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

33. Applicable Law. This Agreement shall be governed by (a) the laws and regulations of the State of New Mexico and (b) any applicable laws and regulations of the federal government.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

NEW
MEXICO
AGING &

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

NEW MEXICO AGING AND LONG TERM SERVICES DEPARTMENT

BY: _____

DATE: _____

CITY OF LAS CRUCES

BY: _____

DATE: _____

APPROVED AS TO FORM:
[Signature]
City Attorney

TAXATION AND REVENUE DEPARTMENT

The records of the Taxation & Revenue Department indicate that the entity is registered to pay gross receipt taxes to the State of New Mexico.

TAXPAYER I.D.# 01-406383-002

BY: _____

DATE: _____

NOTICES

New Mexico Aging and Long-Term Services Department
2550 Cerrillos Road
Santa Fe, NM 87505

City of Las Cruces
P.O. Box 20000
Las Cruces, New Mexico 88004

Contract No. 2009-4811

STATE OF NEW MEXICO
NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT
2008 LAWS OF NEW MEXICO

This Agreement is made and entered by and between the State of New Mexico, New Mexico Aging and Long-Term Services Department, hereinafter referred to as the "Department" and City of Las Cruces, hereinafter referred to as the "Contractor".

I. WITNESSETH

It is known and understood by the Department and by the Contractor that the 2008 Legislature enacted Chapter 80, 2008 Laws of New Mexico. The law appropriated to the Department a total of \$14,700,000 of which six thousand dollars (\$6,000) is directed to purchase and install equipment hereinafter referred to as "equipment/furnishings" for the Las Cruces Senior Centers Citywide in Dona Ana, in accordance with the terms, covenants, and conditions set forth hereunder. The Department and the Contractor agree that the real property on which the senior center(s) is located will be the site where the equipment will be located.

II. GENERAL ADMINISTRATION

1. The authority for the administration of the state appropriated funds is the Department.
2. The Contractor agrees to pursue a policy and a program of compliance with applicable civil rights laws, regulations, and affirmative action, including Title VII of the Civil Rights Act of 1967, as amended, and the Older Americans Act of 1965, as amended, and the Americans with Disabilities Act in the provision of services to senior citizens.

III. IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. Scope of Project. The Contractor shall be responsible for the purchase of the equipment and shall further comply with all applicable State of New Mexico procurement requirements.
2. Representations. The Contractor represents that it shall finance its own operations hereunder, and is in no way acting as agent for the Department. The Contractor shall be responsible, to the extent of its negligence, for any and all liabilities, or charges resulting from any act, omission, or representation of the Contractor, its contractors, subcontractors, agents or employees.

3. Consideration. In consideration for the funds granted herein, the Contractor agrees to provide nutrition, educational, and recreational services to senior citizens in the Las Cruces Senior Centers Citywide. The Contractor agrees that the equipment shall be used for the above stated purposes nor misused or misappropriated. The Contractor shall be responsible for adhering to the policy on Management and Disposition on Tangible Personal Property provided by the Department.
4. Method of Payment. For the project that is the subject matter of this Agreement, the Department shall reimburse Contractor for qualifying expenditures in a total not to exceed the amount set forth for in the appropriation referenced in Section I. The Contractor shall request payment by making requests using the Request form attached to this Agreement as Exhibit A. Payment requests require Contractor to submit one original of each Request for Payment and shall contain proof of payment in the form of a certification from an authorized signatory that the expenditures are valid or actual receipts. Failure of the Contractor to provide the above referenced information may result in the denial of its payment requests or delay reimbursement processing. Project funds must be expended by the reversion date for the particular project, as established by applicable law.
5. Time for Completion. The Contractor shall insure that purchases authorized under this Agreement shall be completed no later than 6/30/2012.
6. Project Readiness. The Contractor shall ensure that the project is developed sufficiently so that the Contractor reasonably expects to: (1) incur within six months a substantial binding obligation to a third party to expend at least five percent of the appropriation for the project; and (2) spend at least eighty-five percent of the appropriation within two years after the appropriation have been issued.
7. Monitoring/Oversight. The Contractor agrees that the department is authorized and responsible for monitoring the projects funded in this contract to ensure compliance with all applicable regulations. Monitoring includes site visits without prior notification by the department. Failure to complete the project and comply with the terms and conditions of this contract shall cause to be reverted any unexpended or unencumbered balance. Reverted funds shall be deposited in the debt service fund established by the state treasurer. The Contractor shall be responsible for the submission of quarterly status reports to the Department.
8. Liability. Neither party shall be responsible for liability incurred as result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claim Act, sections 41-4-1, et seq., NMSA 1978, as amended.

9. Insurance. The Contractor shall at all times commencing with the date of purchase of the equipment carry or cause to be carried sufficient insurance against damage or destruction and full extended coverage including vandalism and malicious mischief, covering all equipment under this Agreement in an amount equal to the full insurable value of such equipment. The Contractor agrees to use any insurance proceeds paid under this Agreement to address equipment needs of the senior citizens in the Las Cruces Senior Centers Citywide with prior approval of the Department. The Contractor may provide self-insurance to satisfy this requirement.
10. Assignment. The Contractor shall not assign this Agreement or any amount payable hereunder without the express prior written consent of the Department. The Contractor shall upon request by the Department, disclose to the Department the names of all contractors, sub-contractors, or other persons or entities with whom it contracts or intends to contract with in connection with the performance of this Agreement.
11. Interest on Monies. Any interest accrued on monies awarded by the Department shall remain the property of the Department for the sole disposal of the Department, and the Contractor shall have no claim or interest whatsoever therein.
12. Audit and Inspection. Separate books of account for the performance of this Agreement and all matters pertaining to this Agreement shall be maintained by the Contractor. All records shall be open for inspection by the Department, the Department of Finance and Administration, or State Auditor at all reasonable times. The Department may audit such books or may employ independent auditors to audit such books at the sole discretion of the Department. The right to make such an audit shall not require that such an audit be made. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.
13. Use of Equipment/Furnishings. The equipment shall be used solely for the purpose of providing services to the Las Cruces Senior Centers Citywide and not for any other purpose whatsoever nor misused or misappropriated.
14. Improper Use. The Contractor and the Department agree that the Department may remove the equipment from the site if it is used for other than the above agreed upon purposes.
15. Finality of the Funding. The Contractor understands that the amount of funding specified in Section I of this Agreement is final. Any other costs whatsoever shall be the sole responsibility of the Contractor. The Contractor shall not apply for other funds hereunder. No claim for payment in excess of the amount set forth herein for extra costs of any kind shall be made by the Contractor.

16. Notices. All notices which may be given to either of the parties hereunder shall be in writing and shall be sent by registered or certified mail to the addresses and addressees specified on the last page of this Agreement.
17. Status of Contractor. The Contractor and its agents and employees are independent contractors and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.
18. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the State of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
19. Release. The Contractor, upon final payment of the amount due under this Agreement, releases the Department, 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 unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
20. Conflict of Interest. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this 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 have been followed.
21. Term. This Agreement shall not become effective until approved by the Department and shall terminate on 6/30/2012, unless terminated pursuant to Paragraph 20.
22. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party by 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.
23. Amendment. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.

24. Merger. This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
25. Procurement Code. The Contractor shall at all times comply with the Procurement Code. 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.
26. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders by the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the U.S. shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, 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 the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.
27. Applicable Law. This Agreement shall be governed by (a) the laws and regulations of the State of New Mexico and (b) any applicable laws and regulations of the federal government.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT

BY: _____

DATE: _____

CITY OF LAS CRUCES

BY: _____

DATE: _____

APPROVED AS TO FORM:

City Attorney

TAXATION AND REVENUE DEPARTMENT

The records of the Taxation & Revenue Department indicate that the entity is registered to pay gross receipt taxes to the State of New Mexico.

TAXPAYER I.D.# 01-406383-002

BY: _____

DATE: _____

NOTICES

New Mexico Aging and Long-Term Services Department
2550 Cerrillos Road
Santa Fe, NM 87505

City of Las Cruces
P.O. Box 20000
Las Cruces, New Mexico 88004

Contract No. 2009-4812

STATE OF NEW MEXICO
NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT
2008 LAWS OF NEW MEXICO

This Agreement is made and entered by and between the State of New Mexico, New Mexico Aging and Long-Term Services Department, hereinafter referred to as the "Department" and City of Las Cruces, hereinafter referred to as the "Contractor".

I. WITNESSETH

It is known and understood by the Department and by the Contractor that the 2008 Legislature enacted Chapter 80, 2008 Laws of New Mexico. The law appropriated to the Department a total of \$14,700,000 of which forty thousand seven hundred dollars (\$40,700) is directed to purchase and install meals equipment hereinafter referred to as "equipment", for the Las Cruces Senior Centers Citywide located in Dona Ana, in accordance with the terms, covenants, and conditions set forth hereunder. The Department and the Contractor agree that the real property on which the senior centers are located will be the site where the equipment will be located.

II. GENERAL ADMINISTRATION

1. The authority for the administration of the state appropriated funds is the Department.
2. The Contractor agrees to pursue a policy and a program of compliance with applicable civil rights laws, regulations, and affirmative action, including Title VII of the Civil Rights Act of 1967, as amended, and the Older Americans Act of 1965, as amended, and the Americans with Disabilities Act in the provision of services to senior citizens.

III. IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. Scope of Project. The Contractor shall be responsible for the purchase of the equipment and shall further comply with all applicable State of New Mexico procurement requirements.
2. Representations. The Contractor represents that it shall finance its own operations hereunder, and is in no way acting as agent for the Department. The Contractor shall be responsible, to the extent of its negligence, for any and all liabilities, or charges resulting from any act, omission, or representation of the Contractor, its contractors, subcontractors, agents or employees.

3. Consideration. In consideration for the funds granted herein, the Contractor agrees to provide nutrition services to senior citizens in the Las Cruces Senior Centers Citywide. The Contractor agrees that the equipment shall be used for the above stated purposes. The Contractor shall be responsible for adhering to the policy on Management and Disposition of Tangible Personal Property provided by the Department.
4. Method of Payment. For the project that is the subject matter of this Agreement, the Department shall reimburse Contractor for qualifying expenditures in a total not to exceed the amount set forth for in the appropriation referenced in Section I. The Contractor shall request payment by making requests using the Request form attached to this Agreement as Exhibit A. Payment requests require Contractor to submit one original of each Request for Payment and shall contain proof of payment in the form of a certification from an authorized signatory that the expenditures are valid or actual receipts. Failure of the Contractor to provide the above referenced information may result in the denial of its payment requests or delay reimbursement processing. Project funds must be expended by the reversion date for the particular project, as established by applicable law.
5. Time for Completion. The Contractor shall insure that purchases authorized under this Agreement shall be completed no later than 6/30/2012.
6. Project Readiness. The Contractor shall ensure that the project is developed sufficiently so that the Contractor reasonably expects to: (1) incur within six months a substantial binding obligation to a third party to expend at least five percent of the appropriation for the project; and (2) spend at least eighty-five percent of the appropriation within two years after the appropriation have been issued.
7. Monitoring/Oversight. The Contractor agrees that the department is authorized and responsible for monitoring the projects funded in this contract to ensure compliance with all applicable regulations. Monitoring includes site visits without prior notification by the department. Failure to complete the project and comply with the terms and conditions of this contract shall cause to be reverted any unexpended or unencumbered balance. Reverted funds shall be deposited in the debt service fund established by the state treasurer. The Contractor shall be responsible for the submission of quarterly status reports to the Department.
8. Liability. Neither party shall be responsible for liability incurred as result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claim Act, sections 41-4-1, et seq., NMSA

1978, as amended.

9. Insurance. The Contractor shall at all times commencing with the date of purchase of the equipment carry or cause to be carried sufficient insurance against damage or destruction and full extended coverage including vandalism and malicious mischief, covering all equipment under this Agreement in an amount equal to the full insurable value of such equipment. The Contractor agrees to use any insurance proceeds paid under this Agreement to address equipment needs of the senior citizens in the Las Cruces Senior Centers Citywide with prior approval of the Department. The Contractor may provide self-insurance to satisfy this requirement.
10. Assignment. The Contractor shall not assign this Agreement or any amount payable hereunder without the express prior written consent of the Department. The Contractor shall upon request by the Department, disclose to the Department the names of all contractors, sub-contractors, or other persons or entities with whom it contracts or intends to contract with in connection with the performance of this Agreement.
11. Interest on Monies. Any interest accrued on monies awarded by the Department shall remain the property of the Department for the sole disposal of the Department, and the Contractor shall have no claim or interest whatsoever therein.
12. Audit and Inspection. Separate books of account for the performance of this Agreement and all matters pertaining to this Agreement shall be kept and maintained by the Contractor. All records shall be open for inspection by the Department, the Department of Finance and Administration, or State Auditor at all reasonable times. The Department may audit such books or may employ independent auditors to audit such books at the sole discretion of the Department. The right to make such an audit shall not require that such an audit be made. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.
13. Use of Equipment. The equipment shall be used solely for the purpose of providing services to the Las Cruces Senior Centers Citywide and not for any other purpose whatsoever nor misused or misappropriated.
14. Improper Use. The Contractor and the Department agree that the Department may remove the equipment from the site if it is used for other than the above agreed upon purposes.
15. Finality of the Funding. The Contractor understands that the amount of funding specified in Section I of this Agreement is final. Any other costs whatsoever shall

be the sole responsibility of the Contractor. The Contractor shall not apply for other funds hereunder. No claim for payment in excess of the amount set forth herein for extra costs of any kind shall be made by the Contractor.

16. Notices. All notices which may be given to either of the parties hereunder shall be in writing and shall be sent by registered or certified mail to the addresses and addressees specified on the last page of this Agreement.
17. Status of Contractor. The Contractor and its agents and employees are independent contractors and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.
18. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the State of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
19. Release. The Contractor, upon final payment of the amount due under this Agreement, releases the Department, 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 unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
20. Conflict of Interest. The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this 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 have been followed.
21. Term. This Agreement shall not become effective until approved by the Department and shall terminate on 6/30/2012, unless terminated pursuant to Paragraph 20.
22. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party by 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.

23. Amendment. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
24. Merger. This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
25. Procurement Code. The Contractor shall at all times comply with the Procurement Code. 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.
26. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders by the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the U.S. shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, 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 the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.
27. Applicable Law. This Agreement shall be governed by (a) the laws and regulations of the State of New Mexico and (b) any applicable laws and regulations of the federal government.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT

BY: _____

DATE: _____

CITY OF LAS CRUCES

BY: _____

DATE: _____

APPROVED AS TO FORM:

City Attorney

TAXATION AND REVENUE DEPARTMENT

The records of the Taxation & Revenue Department indicate that the entity is registered to pay gross receipt taxes to the State of New Mexico.

TAXPAYER I.D.# 01-406383-002

BY: _____

DATE: _____

NOTICES

New Mexico Aging and Long-Term Services Department
2550 Cerrillos Road
Santa Fe, NM 87505

City of Las Cruces
P.O. Box 20000
Las Cruces, New Mexico 88004

Contract No. 2010-3023

STATE OF NEW MEXICO
NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT
2009 LAWS OF NEW MEXICO

This Agreement is made and entered into by and between the State of New Mexico, New Mexico Aging and Long-Term Services Department, hereinafter referred to as the "Department" and City of Las Cruces, hereinafter referred to as the "Contractor".

I. WITNESSETH

It is known and understood by the Department and by the Contractor that the 2009 Legislature enacted Chapter 125, 2009 Laws of New Mexico. The law appropriated to the Department a total of \$4,800,000 of which a total of seventy-six thousand six hundred dollars (\$76,600) is directed for code improvements/equipment, hereinafter referred to as "renovations", for the Benavidez Senior Center located in Dona Ana County, in accordance with the terms, covenants, and conditions set forth hereunder. The Department and the Contractor agree that the real property on which the Benavidez Senior Center is located will be the site for the renovation.

II. GENERAL ADMINISTRATION

1. The authority for the administration of the state-appropriated funds is the Department.
2. The Contractor agrees to pursue a policy and a program of compliance with civil rights laws, regulations, and affirmative action, particularly Title VII of the Civil Rights Act of 1967, as amended, and the Older Americans Act of 1965, as amended, in the operation of the senior center and the provision of services to senior citizens.
3. Architect/Engineer. The Contractor shall submit to the Department for its approval and approval by the Governor's Commission on Disability a complete set of plans and specifications prepared by a registered architect or engineer prior to the commencement of any renovation/construction projects. The Contractor shall not enter into any agreement with architects or engineers, wherein the fee would be in excess of 7% of the amount awarded herein.
4. All applicable requirements of the New Mexico Building Code and the American National Standards Institute (ANSI) Standards that contain specifications for making buildings and facilities accessible to and useable by physically handicapped people shall be fully complied with. All applicable requirements set forth under Section (Chapter 60, Article 13 NMSA 1978) of

the Construction Industries Licensing Act and the rules and regulations adopted hereunder shall be fully complied with.

III. IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. Scope of Project. The Contractor shall furnish or arrange for the furnishing of all labor and materials, and for the performance of all work in the renovation of the Benavidez Senior Center. If anything is omitted from the plans, which may be required in order to complete said renovations, such items, if any, will be deemed to be included within the scope of work to be performed by the Contractor. The Contractor shall furnish all work, materials, and labor as may be necessary to provide, furnish, and install the same at the Contractor's sole expense. The Contractor shall not seek additional funds from the Department for the renovation contemplated herein.
2. Representations. The Contractor represents and warrants to the Department that it is fully experienced or will employ those who are fully experienced and properly qualified as experts to perform the work and that its contractors, agents, or employees are properly equipped, organized, and financed to perform such work. The Contractor further represents that it shall finance its own operations hereunder, and is in no way acting as agent for the Department.
3. Consideration. In consideration for the funds granted herein, the Contractor agrees to make the renovations and to provide supportive social services to senior citizens in the Benavidez Senior Center.
4. Compliance with Requirements. All work, labor, and materials to be furnished and performed by the Contractor or its contractors or subcontractors shall be furnished and performed to the satisfaction of the Contractor.
5. Method of Payment. For the project that is the subject matter of this Agreement, the Department shall reimburse Contractor for qualifying expenditures in a total not to exceed the amount set forth for in the appropriation referenced in Section I. The Contractor shall request payment by making requests using the Request form attached to this Agreement as Exhibit A. Payment requests require Contractor to submit one original of each Request for Payment and shall contain proof of payment in the form of a certification from an authorized signatory that the expenditures are valid or actual receipts. Failure of the Contractor to provide the above referenced information may result in the denial of its payment requests or delay reimbursement processing. Project funds must be expended by the reversion date for the particular project, as established by applicable law.

6. Time for Completion. The Contractor shall insure that the renovations authorized under this Agreement shall be completed no later than 6/30/2013.
7. Project Readiness. The Contractor shall ensure that the project is developed sufficiently so that the Contractor reasonably expects to: (1) incur within six months a substantial binding obligation to a third party to expend at least five percent of the appropriation for the project; and (2) spend at least eighty-five percent of the appropriation within three years after the appropriation have been issued.
8. Best Efforts. Notwithstanding the terms set forth herein for completion of the renovations, the Contractor will at all times use its best efforts to insure that the renovations are completed on time, and will at all times insure that sufficient labor and material is furnished to assure the most efficient and speediest renovation process.
9. Monitoring/Oversight. The Contractor agrees that the department is authorized and responsible for monitoring the projects funded in this contract to ensure compliance with all applicable regulations. Monitoring includes site visits without prior notification by the department. Failure to complete the project and comply with the terms and conditions of this contract shall cause to be reverted any unexpended or unencumbered balance. Reverted funds shall be deposited in the debt service fund established by the state treasurer. The Contractor shall be responsible for the submission of quarterly status reports to the Department.
10. Default by Contractor. If the Contractor fails to pursue the work required herein diligently, or to make progress required, or fails in any way to perform the conditions hereof, the Department shall have the right, if it so elects and without prejudice to any other rights it may have, by giving 48 hours written notice of its election to the Contractor, to terminate the Agreement. Upon termination of the Agreement, the Department shall have no further obligation to make payments pursuant to the Agreement.
11. Permits and Licenses. The Contractor shall obtain all necessary building, occupancy, and other governmental permits and licenses which may be required in connection with the renovations to be performed hereunder and for the use and occupancy of the Benavidez Senior Center. The Contractor shall at all times insure strict compliance with all rules and regulations, ordinances, fire safety, environmental health permits, and building codes and requirements of all governmental authorities relating to the manner of doing the work to be performed under this Agreement.
12. Liability. 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 by either party in connection with this Agreement is subject

to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-1-1 et seq., NMSA 1978, as amended.

13. Insurance. The Contractor shall at all times commencing with the date when renovation begins and for five (5) years thereafter, carry or cause to be carried sufficient insurance against damage or destruction and full extended coverage including vandalism and malicious mischief, covering all improvements and materials. The Contractor agrees to use any insurance proceeds paid under this paragraph for the benefit of the senior citizens in the Benavidez Senior Center, with prior approval of the Department. The Contractor may provide self-insurance to satisfy this requirement.
14. Liens. The Contractor hereby agrees to ensure that there are no liens, or claims or rights to enforce liens against the Benavidez Senior Center or improvements to be erected thereon arising out of any work to be performed or labor and materials to be furnished under this Agreement.
15. Assignment. The Contractor shall not assign this Agreement or any amount payable hereunder without the express prior written consent of the Department. The Contractor shall upon request by the Department, disclose to the Department the names of all contractors, sub-contractors, or other persons or entities with whom it contracts or intends to contract with in connection with the performance of this Agreement.
16. Use of Site. For a period five (5) years from the date hereof, the Benavidez Senior Center shall be used solely for the purpose of a Senior Citizens Center and not for any other purpose whatsoever. The Contractor shall operate or cause to be operated the Benavidez Senior Center as a Senior Citizens Center at the sole cost and expense of the Contractor. The Benavidez Senior Center shall not be closed, subleased, or disposed of without the written prior consent of the Department.
17. Defects. The Contractor, will at the request of the Department, correct any defects due to faulty materials or workmanship in the renovation of the Benavidez Senior Center. The final payment by the Department shall not relieve the Contractor from the responsibility of such defects.
18. Interest on Monies. Any interest accrued on monies awarded by the Department shall remain the property of the Department for the sole disposal of the Department, and the Contractor shall have no claim or interest whatsoever therein.
19. Audit and Inspection. Separate books of account for the performance of this Agreement and all matters pertaining to the Agreement of shall be kept and maintained by the Contractor. All records shall be open for inspection by the Department, the Department of Finance and Administration, or State Auditor

at all reasonable times. The Department may audit such books or may employ independent auditors to audit such books at the sole discretion of the Department. The right to make such an audit shall not require that such an audit be made. Upon completion of the renovations, a true and correct accounting shall be rendered of all costs and expenses and all accounts, vouchers, records, and data related to the renovations. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

20. Finality of the Funding. The Contractor understands that the amount of funding specified in Section I of the Agreement is final. Any other costs whatsoever shall be the sole responsibility of the Contractor. The Contractor shall not apply for other funds hereunder. No claim for payment in excess of the amount set forth herein for extra costs of any kind shall be made by the Contractor.
21. Contractor May Not Cancel. Once funds have been committed by the Department to this project and the Contractor has awarded a renovation contract, the Contractor may not cancel the project for any reason whatsoever without the prior written consent of the Department. This consent shall not be unreasonably withheld.
22. Notices. All notices, which may be given to either of the parties hereunder, shall be in writing and shall be sent by registered or certified mail to the addresses and addressees specified on the last page of this Agreement.
23. Status of Contractor. The Contractor and its agents and employees are independent contractors and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.
24. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the State of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
25. Release. The Contractor, upon final payment of the amount due under this Agreement, releases the Department, 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, unless the Contractor has express written authority to do so,

and then only within the strict limits of that authority.

26. Conflict of Interest. The Contractor warrants it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this 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 have been followed.
27. Term. This Agreement shall not become effective until approved by the Department and shall terminate on 6/30/2013, unless terminated pursuant to Paragraph 26.
28. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party by 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.
29. Amendment. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
30. Merger. This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied into this Agreement.
31. Procurement Code. The Contractor shall at all times comply with the Procurement Code. 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.
32. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders by the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the U.S. shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, 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 the Contractor is found to be not in compliance with these requirements

during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

33. Applicable Law. This Agreement shall be governed by (a) the laws and regulations of the State of New Mexico and (b) any applicable laws and regulations of the federal government.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

NEW

LONG-TERM
SERVICES

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

NEW MEXICO AGING AND LONG TERM SERVICES DEPARTMENT

BY: _____

DATE: _____

CITY OF LAS CRUCES

BY: _____

DATE: _____

APPROVED AS TO FORM:
[Handwritten Signature]
City Attorney

TAXATION AND REVENUE DEPARTMENT

The records of the Taxation & Revenue Department indicate that the entity is registered to pay gross receipt taxes to the State of New Mexico.

TAXPAYER I.D.# 01-406383-002

BY: _____

DATE: _____

NOTICES

New Mexico Aging and Long-Term Services Department
2550 Cerrillos Road
Santa Fe, NM 87505

City of Las Cruces
P.O. Box 20000
Las Cruces, New Mexico 88004

Contract No. 2010-3024

STATE OF NEW MEXICO
NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT
2009 LAWS OF NEW MEXICO

This Agreement is made and entered into by and between the State of New Mexico, New Mexico Aging and Long-Term Services Department, hereinafter referred to as the "Department" and City of Las Cruces, hereinafter referred to as the "Contractor".

I. WITNESSETH

It is known and understood by the Department and by the Contractor that the 2009 Legislature enacted Chapter 125, 2009 Laws of New Mexico. The law appropriated to the Department a total of \$4,800,000 of which a total of eighty-four thousand dollars (\$84,000) is directed to purchase and equip hot meal vehicles for transportation for Las Cruces Citywide Senior Centers, in Dona Ana County, in accordance with the terms, covenants, and conditions set forth hereunder. The Department and the Contractor agree that the property on which the senior centers are located will be the site where the vehicle(s) will be located.

II. GENERAL ADMINISTRATION

1. The authority for the administration of the state appropriated funds is the Department.
2. The Contractor agrees to pursue a policy and a program of compliance with applicable civil rights laws, regulations, and affirmative action, including Title VII of the Civil Rights Act of 1967, as amended, and the Older Americans Act of 1965, as amended and the Americans with Disabilities Act the provision of services to senior citizens.

III. IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. Scope of Project. The Contractor shall be responsible for the purchase of the vehicle(s) referred to herein and shall comply with all applicable State of New Mexico procurement requirements.
2. Consideration. In consideration for the funds granted herein, the Contractor agrees to provide transportation services to senior citizens and persons with disabilities in "site". The Contractor agrees that the vehicle shall be used for transportation services for senior citizens and persons with disabilities and in accordance with the appropriation law set forth in Section I above. When the vehicle(s) are no longer used or needed for its intended purpose and prior to the vehicle(s) disposition, the

Contractor shall notify the Department and obtain the Department's instructions as to the disposition of the vehicle, including the title to the vehicle. After the department approves the proposed disposition, the Contractor shall give notification to the state auditor and the Department, at least thirty days (30) prior to its action in making the deletion from its public inventory. In addition, if the contractor receives any proceeds from the sale of the vehicle, all proceeds will be retained by the senior programs. The contractor agrees to retain record of the sale for a minimum of (3) three years.

3. Method of Payment. For the project that is the subject matter of this Agreement, the Department shall reimburse Contractor for qualifying expenditures in a total not to exceed the amount set forth for in the appropriation referenced in Section I. The Contractor shall request payment by making requests using the Request form attached to this Agreement as Exhibit A. Payment requests require Contractor to submit one original of each Request for Payment and shall contain proof of payment in the form of a certification from an authorized signatory that the expenditures are valid or actual receipts. Failure of the Contractor to provide the above referenced information may result in the denial of its payment requests or delay reimbursement processing. Project funds must be expended by the reversion date for the particular project, as established by applicable law.
4. Time for Completion. The Contractor shall insure that the purchase of the vehicle(s) authorized under this Agreement shall be completed no later than 6/30/2011.
5. Project Readiness. The Contractor shall ensure that the project is developed sufficiently so that the Contractor reasonably expects to: (1) incur within six months a substantial binding obligation to a third party to expend at least five percent of the appropriation for the project; and (2) spend at least eighty-five percent of the appropriation within two years after the appropriation have been issued.
6. Monitoring/Oversight. The Contractor agrees that the department is authorized and responsible for monitoring the projects funded in this contract to ensure compliance with all applicable regulations. Monitoring includes site visits without prior notification by the department. Failure to complete the project and comply with the terms and conditions of this contract shall cause to be reverted any unexpended or unencumbered balance. Reverted funds shall be deposited in the debt service fund established by the state treasurer. The Contractor shall be responsible for the submission of quarterly status reports to the Department.

7. Insurance. The Contractor shall at all times commencing with the date of the acquisition of the vehicle(s), maintain liability insurance in an amount sufficient to cover liability under the New Mexico Tort Claims Act. In the event a vehicle is damaged in an accident and not repaired, the Contractor agrees to use any insurance monies to address the transportation needs of the senior programs, in Las Cruces Citywide Senior Centers, with prior written approval of the Department. The Contractor may provide self-insurance to satisfy these requirements.
8. Interest on Monies. Any interest accrued on monies awarded by the Department shall remain the property of the Department for the sole disposal of the Department, and the Contractor shall have no claim or interest whatsoever therein.
9. Assignment. The Contractor shall not assign this Agreement or any amount payable hereunder without the express prior written consent of the Department. The Contractor shall upon request by the Department, disclose to the Department the names of all contractors, sub-contractors, or other persons or entities with whom it contracts or intends to contract with in connection with the performance of this Agreement.
10. Audit and Inspection. Separate books of account for the performance of this Agreement and all matters pertaining to this Agreement shall be kept and maintained by the Contractor. All records shall be open for inspection by the Department, the Department of Finance and Administration, or State Auditor at all reasonable times. The Department may audit such books or may employ independent auditors to audit such books at the sole discretion of the Department. The right to make such an audit shall not require that such an audit be made. The Department shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Department to recover excessive or illegal payments. The Aging and Long-Term Services Department is responsible for monitoring the projects funded to ensure compliance with the constitution and the laws of New Mexico and cause to be reverted any unexpended or unencumbered balance remaining.
11. Improper Use. The Contractor and the Department agree that the Department may remove the vehicle(s) from the site if the vehicle is used for other than the above agreed upon purposes.
12. Finality of the Funding. The Contractor understands that the amount of funding specified in Section I of the Agreement is final. Any other costs whatsoever shall be the sole responsibility of the Contractor. The Contractor shall not apply for other funds hereunder. No claim for payment in excess of the amount set forth herein for extra costs of any kind shall be made by the Contractor.

13. Notices. All notices which may be given to either of the parties hereunder shall be in writing and shall be sent by registered or certified mail to the addresses and addressees specified on the last page of this Agreement.
14. Status of Contractor. The Contractor and its agents and employees are independent contractor and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement.
15. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the State of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Department to the Contractor. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
16. Release. The Contractor, upon final payment of the amount due under this Agreement, releases the Department, 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 unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
17. Conflict of Interest. The Contractor warrants that it presently have 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 certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 to 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee have been followed.
18. Term. This Agreement shall not become effective until approved by the Department and shall terminate on 6/30/2011, unless terminated pursuant to Paragraph 17.
19. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party by 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.

20. Amendment. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties.
21. Merger. This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
22. Procurement Code. The Contractor shall at all times comply with the Procurement Code. 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.
23. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders by the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the U.S. shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, 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 the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.
24. Applicable Law. This Agreement shall be governed by (a) the laws and regulations of the State of New Mexico and (b) any applicable laws and regulations of the federal government.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT

BY: _____

DATE: _____

CITY OF LAS CRUCES

BY: _____

DATE: _____

APPROVED AS TO FORM:
[Signature]
City Attorney

TAXATION AND REVENUE DEPARTMENT

The records of the Taxation & Revenue Department indicate that the entity is registered to pay gross receipts taxes to the State of New Mexico.

TAXPAYER I.D.# 01-406383-002

BY: _____

DATE: _____

NOTICES

New Mexico Aging and Long-Term Services Department
2550 Cerrillos Road
Santa Fe, NM 87505

City of Las Cruces
P.O. Box 20000
Las Cruces, New Mexico 88004

Contract No. 2010-3025

STATE OF NEW MEXICO
NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT
2009 LAWS OF NEW MEXICO

This Agreement is made and entered into by and between the State of New Mexico, New Mexico Aging and Long-Term Services Department, hereinafter referred to as the "Department" and City of Las Cruces, hereinafter referred to as the "Contractor".

I. WITNESSETH

It is known and understood by the Department and by the Contractor that the 2009 Legislature enacted Chapter 125, 2009 Laws of New Mexico. The law appropriated to the Department a total of \$4,800,000 of which a total of one hundred thousand dollars (\$100,000) is directed to purchase and equip handicapped vans for transportation for Las Cruces Citywide Senior Centers, in Dona Ana County, in accordance with the terms, covenants, and conditions set forth hereunder. The Department and the Contractor agree that the property on which the senior centers are located will be the site where the vehicle(s) will be located.

II. GENERAL ADMINISTRATION

1. The authority for the administration of the state appropriated funds is the Department.
2. The Contractor agrees to pursue a policy and a program of compliance with applicable civil rights laws, regulations, and affirmative action, including Title VII of the Civil Rights Act of 1967, as amended, and the Older Americans Act of 1965, as amended and the Americans with Disabilities Act the provision of services to senior citizens.

III. IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT:

1. Scope of Project. The Contractor shall be responsible for the purchase of the vehicle(s) referred to herein and shall comply with all applicable State of New Mexico procurement requirements.
2. Consideration. In consideration for the funds granted herein, the Contractor agrees to provide transportation services to senior citizens and persons with disabilities in "site". The Contractor agrees that the vehicle shall be used for transportation services for senior citizens and persons with disabilities and in accordance with the appropriation law set forth in Section I above. When the vehicle(s) are no longer used or needed for its intended purpose and prior to the vehicle(s) disposition, the

Contractor shall notify the Department and obtain the Department's instructions as to the disposition of the vehicle, including the title to the vehicle. After the department approves the proposed disposition, the Contractor shall give notification to the state auditor and the Department, at least thirty days (30) prior to its action in making the deletion from its public inventory. In addition, if the contractor receives any proceeds from the sale of the vehicle, all proceeds will be retained by the senior programs. The contractor agrees to retain record of the sale for a minimum of (3) three years.

3. Method of Payment. For the project that is the subject matter of this Agreement, the Department shall reimburse Contractor for qualifying expenditures in a total not to exceed the amount set forth for in the appropriation referenced in Section I. The Contractor shall request payment by making requests using the Request form attached to this Agreement as Exhibit A. Payment requests require Contractor to submit one original of each Request for Payment and shall contain proof of payment in the form of a certification from an authorized signatory that the expenditures are valid or actual receipts. Failure of the Contractor to provide the above referenced information may result in the denial of its payment requests or delay reimbursement processing. Project funds must be expended by the reversion date for the particular project, as established by applicable law.
4. Time for Completion. The Contractor shall insure that the purchase of the vehicle(s) authorized under this Agreement shall be completed no later than 6/30/2013.
5. Project Readiness. The Contractor shall ensure that the project is developed sufficiently so that the Contractor reasonably expects to: (1) incur within six months a substantial binding obligation to a third party to expend at least five percent of the appropriation for the project; and (2) spend at least eighty-five percent of the appropriation within two years after the appropriation have been issued.
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24. Applicable Law. This Agreement shall be governed by (a) the laws and regulations of the State of New Mexico and (b) any applicable laws and regulations of the federal government.

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IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT

BY: _____

DATE: _____

CITY OF LAS CRUCES

BY: _____

DATE: _____

APPROVED AS TO FORM:
[Signature]
City Attorney

TAXATION AND REVENUE DEPARTMENT

The records of the Taxation & Revenue Department indicate that the entity is registered to pay gross receipts taxes to the State of New Mexico.

TAXPAYER I.D.# 01-406383-002

BY: _____

DATE: _____

NOTICES

New Mexico Aging and Long-Term Services Department
2550 Cerrillos Road
Santa Fe, NM 87505

City of Las Cruces
P.O. Box 20000
Las Cruces, New Mexico 88004

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

FUND	DIVISION		FUND TYPE	
Equipment Grants Fund 2500	Finance		Special Revenue	
	FY 2008/09 Projected*	FY 2009/10 Adopted	Adjustment	FY 2009/10 Adjusted
RESOURCES				
Beginning Balance	\$ 27,946	27,946		27,946
REVENUES				
20006 Senior Center Equipment	0	9,746		9,746
20007 Senior Center Vehicles	405	0		0
20009 Munson Senior Center Equipment	26,614	6,656		6,656
23006 TRESKO Computer Equipment	5,000	0		0
61002 East Mesa Senior Center Equipment	0	12,000		12,000
60U06 Munson Senior Center Equipment	93,032	0		0
33003 FEMA DHS Equipment	81,374	30,626		30,626
37101 PAL Boxing Equipment	10,939	19,061		19,061
37102 Police Department Equipment	72,590	28,469		28,469
60402 Bus Shelter Construction	6,811	1,145		1,145
60403 Bus Shelter Construction	35,326	14,674		14,674
60E05 Community of Hope	0	40,000		40,000
63A02 Mesilla Valley Hospice Equipment	333,493	103,692		103,692
37103 Police Equipment (2008)	0	10,000		10,000
20010 Senior Center Equipment (2008)	0	46,700		46,700
20011 Senior Center Vehicles (2008)	38,831	11,169		11,169
East Mesa Senior Center Equipment/Furnishings (2009)	0	0	18,000	18,000
East Side Senior Center Equipment/Furnishings (2009)	0	0	5,000	5,000
Las Cruces Senior Centers Equipment/Furnishings (2009)	0	0	6,000	6,000
Las Cruces Senior Centers Meals Equipment (2009)	0	0	40,700	40,700
Hot Meal Vehicles Senior Programs (2009)	0	0	84,000	84,000
Handicap Vans Senior Programs (2009)	0	0	100,000	100,000
Total Revenues	\$ 704,415	333,938	253,700	587,638
Total Resources	\$ 732,361	361,884	253,700	615,584
EXPENDITURES				
20006 Senior Center Equipment	0	9,746		9,746
20007 Senior Center Vehicles	405	0		0
20009 Munson Senior Center Equipment	26,614	6,656		6,656
23006 TRESKO Computer Equipment	5,000	0		0
61002 East Mesa Senior Center Equipment	0	12,000		12,000
60U06 Munson Senior Center Equipment	93,032	0		0
33003 Fire Dept Generators	81,374	58,626		58,626
37101 PAL Boxing Equipment	10,939	11,686		11,686
37102 Police Department Equipment	72,590	8,950		8,950
60402 Bus Shelter Construction	6,811	1,145		1,145
60403 Bus Shelter Construction	35,326	14,674		14,674
60E05 Community of Hope	0	40,000		40,000
63A02 Mesilla Valley Hospice Equipment	333,493	103,692		103,692
37103 Police Equipment (2008)	0	10,000		10,000
20010 Senior Center Equipment (2008)	0	46,700		46,700
20011 Senior Center Vehicles (2008)	38,831	11,169		11,169
East Mesa Senior Center Equipment/Furnishings (2009)	0	0	18,000	18,000
East Side Senior Center Equipment/Furnishings (2009)	0	0	5,000	5,000
Las Cruces Senior Centers Equipment/Furnishings (2009)	0	0	6,000	6,000
Las Cruces Senior Centers Meals Equipment (2009)	0	0	40,700	40,700
Hot Meal Vehicles Senior Programs (2009)	0	0	84,000	84,000
Handicap Vans Senior Programs (2009)	0	0	100,000	100,000
Total Expenditures	\$ 704,415	335,044	253,700	588,744
OTHER FINANCING SOURCES (USES)				
Transfer from Fund 1000 - General Fund	\$ 0	0		0
Total Other Financing Sources (Uses)	\$ 0	0	0	0
ENDING BALANCE	\$ 27,946	26,840	0	26,840

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

CITY OF LAS CRUCES
ADOPTED BUDGET FY 2009/2010

FUND	DIVISION		FUND TYPE	
Facility State Grant Improvements Fund 4012	Various		Capital Project	
	Projected*	FY 2009/10 Adopted	Adjustment	FY 2009/10 Adjusted
RESOURCES				
Beginning Balance	\$ (23,448)	0		0
REVENUES				
60101 Animal Shelter Improvements	\$ 51,725	0		0
60301 Burn Lake/Esslinger Park	55,000	0		0
60302 Burn Lake/Esslinger Park	43,139	0		0
60404 Bus Shelters	37,500	12,600		12,600
60405 Bus Shelters	25,000	0		0
60603 Club Fusion	25,000	0		0
60803 Downtown Revitalization	37,732	0		0
60902 La Casa Facility Additions	60,400	0		0
60903 La Casa Facility Additions	146,795	0		0
60904 La Casa Facility Additions	20,337	0		0
60906 La Casa Dom. Violence Shelter Expansion	70,468	0		0
60907 La Casa Dom. Violence Shelter Expansion	20,337	0		0
60912 La Casa Renovation 2009	0	635,384		635,384
60A01 East Mesa Multigenerational Center	0	100,000		100,000
60C04 Housing for Handicapped	604	0		0
60C05 Housing for Handicapped	36,116	0		0
60E06 Community of Hope	17,884	0		0
60E0A Community of Hope - Ph4	2,300	240,250		240,250
60F01 Mesquite Historical District	39,376	19,658		19,658
60F02 Mesquite Historical District	0	15,510		15,510
60F03 Mesquite Neighborhood	313,705	51,975		51,975
60F04 Mesquite Neighborhood	22,442	2,558		2,558
60F05 Mesquite Neighborhood	0	150,000		150,000
60G01 Lohman Median Landscaping	86,964	0		0
60H07 Mesilla Park community Center	16,426	0		0
60H08 Mesilla Park community Center	50,000	0		0
60J01 North Las Cruces Park	36,038	9,533		9,533
60K01 State Grant - Neighborhood Police Station	9,382	0		0
60L01 Open Space Park	16,744	0		0
60P03 Multipurpose Aquatic & Recreation Center	205,614	3,000,000		3,000,000
60P04 Multipurpose Aquatic & Recreation Center	1,000,000	8,032,955		8,032,955
60Q01 Branigan Library Child Area	44,260	56,720		56,720

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

CITY OF LAS CRUCES
ADOPTED BUDGET FY 2009/2010

FUND	DIVISION		FUND TYPE	
Facility State Grant Improvements Fund 4012	Various		Capital Project	
	Projected*	FY 2009/10 Adopted	Adjustment	FY 2009/10 Adjusted
60Q02 Branigan Library Child Area	0	105,930		105,930
60Q05 Thomas Branigan Memorial Library	0	262,350		262,350
60Q06 Thomas Branigan Memorial Library	8,710	0		0
60U01 Munson Center Improvements	0	120,433		120,433
60U06 Munson Center Improvements	0	158,883		158,883
60U04 Munson Center Improvements	0	175,000		175,000
60V02 Civil Air Patrol Hanger	0	150,000		150,000
60Z02 Branigan Cultural Center Iron Gates	6,456	23,544		23,544
61002 East Mesa Senior Center Improvements	0	608,938		608,938
61603 Fire Station #1	100,000	0		0
60Q09 Branigan Library Expansion	0	550,000		550,000
60E10 Community of Hope Garden	19,262	0		0
63401 Museum Security System	30,000	0		0
63402 Paleozoic Trackway Exhibit	0	100,000		100,000
63501 Amador Hotel	62,900	0		0
60504 City (Convention) Center	100,000	0		0
63601 & 63602 Veterans' Transitional Housing	0	296,697		296,697
63701 Police & Fire Training Academy	100,000	0		0
60H10 Mesilla Park Community Center - Bldg & Grnds	158,701	0		0
XXXXX Community Youth Program	20,000	0		0
60U07 Munson Senior Center Addition	0	202,950		202,950
60A04 East Mesa Multigenerational Center	0	50,000		50,000
60E11 Community of Hope	199,987	0		0
60908 La Casa Domestic Violence Shelter	6,102	0		0
60909 La Casa Domestic Violence Shelter	207,101	4,770		4,770
60911 Las Casa Shelter & Transitional Housing	0	215,000		215,000

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

CITY OF LAS CRUCES
ADOPTED BUDGET FY 2009/2010

FUND	DIVISION		FUND TYPE	
Facility State Grant Improvements Fund 4012	Various		Capital Project	
	Projected*	FY 2009/10 Adopted	Adjustment	FY 2009/10 Adjusted
62306 High Noon Soccer Restrooms (2008)	0	50,000		50,000
64101 Homeless Veterans Housing Complex (2008)	0	227,700		227,700
60P05 Multipurpose Rec & Aquatic Phase II (2008)	0	588,060		588,060
63502 Amador Museum (2008)	0	114,000		114,000
63403 Natural History Museum (2008)	0	180,000		180,000
60Q10 Branigan Library Childrens Wing (2008)	0	125,000		125,000
60A05 Multigenerational Center (2008)	0	41,000		41,000
60F07 Mesquite Hist Dist Gateway Monument (2008)	10,000	0		0
60H11 Mesilla Park Community Center (2008)	55,000	0		0
60103 Animal Services Center (2008)	80,000	80,000		80,000
XXXXX Munson Center (2008)	0	10,000		10,000
20012 Senior Kitchen Equipment	0	20,000		20,000
20013 Senior Kitchen Equipment	0	51,900		51,900
XXXXX Munson Center Code Improvements (2009)	0	0	10,000	10,000
XXXXX East Side Center Improvements (2009)	0	0	18,000	18,000
XXXXX Benavidez Center Code Improvements (2009)	0	0	76,600	76,600
Total Revenues	\$ 3,655,507	16,839,298	104,600	16,943,898
Total Resources	\$ 3,632,059	16,839,298	104,600	16,943,898
EXPENDITURES				
60101 Animal Shelter Improvements	\$ 51,725	0		0
60301 Burn Lake/Esslinger Park	55,000	0		0
60302 Burn Lake/Esslinger Park	43,139	0		0
60404 Bus Shelters	37,500	12,600		12,600
60405 Bus Shelters	25,000	0		0
60603 Club Fusion	25,000	0		0
60803 Downtown Revitalization	37,732	0		0
60902 La Casa Facility Additions	60,400	0		0
60903 La Casa Facility Additions	146,795	0		0
60904 La Casa Facility Additions	20,337	0		0
60906 La Casa Dom. Violence Shelter Expansion	70,468	0		0

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CITY OF LAS CRUCES
ADOPTED BUDGET FY 2009/2010

FUND	DIVISION		FUND TYPE	
Facility State Grant Improvements Fund 4012	Various		Capital Project	
	Projected*	FY 2009/10 Adopted	Adjustment	FY 2009/10 Adjusted
60907 La Casa Dom. Violence Shelter Expansion	20,337	0		0
60911 Las Casa Shelter & Transitional Housing	0	215,000		215,000
60912 La Casa Renovation 2009	0	635,384		635,384
60A01 East Mesa Multigenerational Center	0	100,000		100,000
60C04 Housing for Handicapped	604	0		0
60C05 Housing for Handicapped	36,116	0		0
60E06 Community of Hope	17,884	0		0
60E0A Community of Hope - Ph4	2,300	240,250		240,250
60F01 Mesquite Historical District	20,464	19,658		19,658
60F02 Mesquite Historical District	0	15,510		15,510
60F03 Mesquite Neighborhood	313,705	51,975		51,975
60F04 Mesquite Neighborhood	22,442	2,558		2,558
60F05 Mesquite Neighborhood	0	150,000		150,000
60G01 Lohman Median Landscaping	86,964	0		0
60H07 Mesilla Park community Center	16,426	0		0
60H08 Mesilla Park community Center	50,000	0		0
60J01 North Las Cruces Park	36,038	9,533		9,533
60K01 Neighborhood Police Station	9,382	0		0
60L01 Open Space Park	16,744	0		0
60P03 Multipurpose Aquatic & Recreation Center	205,614	3,000,000		3,000,000
60P04 Multipurpose Aquatic & Recreation Center	1,000,000	8,032,955		8,032,955
60Q01 Branigan Library Child Area	44,260	56,720		56,720
60Q02 Branigan Library Child Area	0	105,930		105,930
60Q05 Thomas Branigan Memorial Library	0	262,350		262,350
60Q06 Thomas Branigan Memorial Library	8,710	0		0
60U01 Munson Center Improvements	0	120,433		120,433
60U04 Munson Center Improvements	0	175,000		175,000
60U06 Munson Center Improvements	0	158,883		158,883
60V01 CAP Aircraft Hanger	0	0		0
60V02 Civil Air Patrol Hanger	0	150,000		150,000
60Z02 Branigan Cultural Center Iron Gates	6,456	23,544		23,544
61002 East Mesa Senior Center Improvements	0	608,938		608,938
61603 Fire Station #1	100,000	0		0
60Q09 Branigan Library Expansion	0	550,000		550,000

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Facility State Grant Improvements Fund 4012	Various		Capital Project	
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60E10 Community of Hope Garden	19,262	0		0
63401 Museum Security System	30,000	0		0
63402 Paleozoic Trackway Exhibit	0	100,000		100,000
63501 Amador Hotel	62,900	0		0
60504 City (Convention) Center	100,000	0		0
63601& 63602 Veterans' Transitional Housing	0	296,697		296,697
64100 Veterans' Transitional Housing Complex	0	0		0
63701 Police & Fire Training Academy	100,000	0		0
60H10 Mesilla Park Community Center - Bldg & Grnds	133,201	0		0
60H10 Mesilla Park Community Center - Kitchen	25,500	0		0
XXXXX Community Youth Program	20,000	0		0
60U07 Munson Senior Center Addition	0	202,950		202,950
60A04 East Mesa Multigenerational Center	0	50,000		50,000
60L01 East Mesa Open Space Park	0	0		0
60E11 Community of Hope	199,987	0		0
60908 La Casa Domestic Violence Shelter	6,102	0		0
60909 La Casa Domestic Violence Shelter	207,101	4,770		4,770
63A01 Mesilla Valley Hospice	0	0		0
62306 High Noon Soccer Restrooms (2008)	0	50,000		50,000
64101 Homeless Veterans Housing Complex (2008)	0	227,700		227,700
60P05 Multipurpose Rec & Aquatic Phase II (2008)	0	588,060		588,060
63502 Amador Museum (2008)	0	114,000		114,000
63403 Natural History Museum (2008)	0	180,000		180,000
60Q10 Branigan Library Childrens Wing (2008)	0	125,000		125,000
60A05 Multigenerational Center (2008)	0	41,000		41,000
60E12 Mesquite Hist Dist Community Garden (2008)	0	0		0

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Facility State Grant Improvements Fund 4012	Various		Capital Project	
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60F07 Mesquite Hist Dist Gateway Monument (2008)	10,000	0		0
60H11 Mesilla Park Community Center (2008)	55,000	0		0
60103 Animal Services Center (2008)	80,000	80,000		80,000
23007 Skeet & Trap Range (2008)	0	0		0
XXXXX Munson Center (2008)	0	10,000		10,000
20012 Senior Kitchen Equipment	0	20,000		20,000
20013 Senior Kitchen Equipment	0	51,900		51,900
XXXXX Munson Center Code Improvements (2009)	0	0	10,000	10,000
XXXXX East Side Center Improvements (2009)	0	0	18,000	18,000
XXXXX Benavidez Center Code Improvements (2009)	0	0	76,600	76,600
Total Expenditures	\$ 3,636,595	16,839,298	104,600	16,943,898
OTHER FINANCING SOURCES (USES)				
Transfer to Fund 4212 - State Street Improvement Grants	\$ 0	0		0
Transfer from Fund 101000 - General Fund	4,536	0		0
Total Other Financing Sources (Uses)	\$ 4,536	0	0	0
ENDING BALANCE	\$ 0	0	0	0

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