



City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 13Ordinance/Resolution# 17-028For Meeting of _____
(Ordinance First Reading Date)For Meeting of August 15, 2016
(Adoption Date)

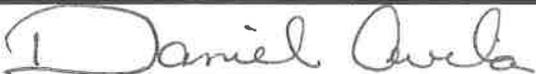
Please check box that applies to this item:

 QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT VARIOUS GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS; TO RATIFY THE CITY MANAGER'S OR MAYOR'S SIGNATURE ON THE CONTRACT AGREEMENTS; AND TO AMEND THE CITY'S ADOPTED FY2017 BUDGET AND, AS APPLICABLE, THE FY2017 CAPITAL IMPROVEMENT PLAN (CIP).

PURPOSE(S) OF ACTION:

To accept grant agreements and adjust the budget and CIP, as applicable.

COUNCIL DISTRICT: ALL		
Drafter/Staff Contact: Amy Johnson Bassford	Department/Section: Finance/Grants	Phone: 575-541-2281
City Manager Signature:		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City relies on grant funding for many of the critical programs provided each year for the residents of Las Cruces. Grant funding awards are received throughout the fiscal year and are not budgeted during the normal fiscal year budgeting process. Funds are not budgeted until the City has received a grant award agreement due to the unpredictable nature of funding levels and timing. Also, it is necessary for City Council to accept the funds as well as the conditions that are associated with the grant funding.

The Grants staff works with City department personnel to process the grant agreements when provided notice by the granting agency and to ensure the departments are able to meet the conditions of the grant award. The nature of grant funding agreements is similar in most cases; therefore, the grant agreements listed in Exhibit "A" of this proposed resolution can be accepted together.

The request for City Council is to: 1) accept all the grant agreements listed in Exhibit "A"; and 2) amend the budget showing receipt of these new funds for the current fiscal year (FY2017). Additionally, the City is required to maintain a CIP that lists all capital improvement projects that City Council has authorized on the City's behalf. This action will, therefore, also approve the

(Continue on additional sheets as required)

addition of any of the grant agreements which involve capital improvements to the current FY2017 CIP, as necessary. Once accepted these funds will be used by the departments listed in Exhibit "A" for the scope of work as defined by each grant agreement.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Listing of Grant Agreements to be accepted.
3. Exhibit "B", Budget Adjustment.
4. Exhibit "C - D", Grants Agreements.

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input type="checkbox"/>	See fund summary below
	No	<input checked="" type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from:
		<input checked="" type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.
Does this action create any revenue? See Exhibit "B"	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: <u>Various</u> in the amount of <u>Various</u> for FY2016.
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

Refer to Exhibit "B", Grant Agreement Budget Adjustments.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Various	Various	Various	Various*	Various	Various

* Pending approved budget adjustment.

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the resolution to accept all of the grant agreements presented and adjust the City's FY2017 budget and FY2017 CIP, as applicable.

(Continue on additional sheets as required)

2. Vote "No"; this will not approve the resolution to accept any of the grant agreements presented and return the funds to the granting agency.
3. Vote to "Amend"; City Council may choose to remove one or more grants from this resolution and give direction on how to proceed to staff on those items while approving the other grants presented. Amending the resolution will delay the process of spending the grant funds within the predetermined grant schedule.
4. Vote to "Table"; this will impact the implementation of the grant agreements, the City department's ability to utilize the funds and the grant funds will be returned to the granting agency.

REFERENCE INFORMATION:

N/A



City of Las Cruces[®]

PEOPLE HELPING PEOPLE

COUNCIL ACTION AND EXECUTIVE SUMMARY PACKET ROUTING SLIP

For Meeting of _____
 (Ordinance First Reading Date)

For Meeting of August 15, 2016
 (Adoption Date)

TITLE: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT VARIOUS GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS; TO RATIFY THE CITY MANAGER'S OR MAYOR'S SIGNATURE ON THE CONTRACT AGREEMENTS; AND TO AMEND THE CITY'S ADOPTED FY2017 BUDGET AND, AS APPLICABLE, THE FY2017 CAPITAL IMPROVEMENT PLAN (CIP).

Purchasing Manager's Request to Contract (PMRC) {Required?} Yes No

DEPARTMENT	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact		x 2281	7/13/16
Department Director		x 2042	7/13/16
Other			
Assistant City Manager /CAO Management & Budget Manager		541-2078 541-2107	7-18-2016 7-14-2016
Assistant City Manager/COO		541-2271	7-20-16
<small>ACTING</small> City Attorney		x 2128	7-25-16
City Clerk		x 2115	8-6-16

RESOLUTION NO. 17-028

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT VARIOUS GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS; TO RATIFY THE CITY MANAGER'S OR MAYOR'S SIGNATURE ON THE CONTRACT AGREEMENTS; AND TO AMEND THE CITY'S ADOPTED FY2017 BUDGET AND, AS APPLICABLE, THE FY2017 CAPITAL IMPROVEMENT PLAN (CIP).

The City Council is informed that:

WHEREAS, the City has received notice of grant awards for various City departments; and

WHEREAS, these grants will be used as designated in the scope of work and within the specified time period as shown in the attached grant agreements.

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

(I)

THAT the City hereby accepts all the grant agreements as shown in the Grant Acceptance Summary, Exhibit "A", attached hereto and made part of this resolution.

(II)

THAT the City Manager's or Mayor's signature, as required by the granting agency, is hereby ratified on the attached grant agreements, as shown in Exhibit "C - D", attached hereto and made a part of this resolution.

(III)

THAT the FY2017 adopted budget is hereby amended, as shown in Exhibit "B", attached hereto and made part of this resolution.

(IV)

THAT the City staff is hereby authorized to do all deeds necessary in the

accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 20_____.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

Moved by _____

Seconded by _____

APPROVED AS TO FORM:

City Attorney

VOTE:

Mayor Miyagishima: _____

Councillor Gandara: _____

Councillor Smith: _____

Councillor Pedroza: _____

Councillor Eakman: _____

Councillor Sorg: _____

Councillor Levatino: _____

GRANT ACCEPTANCE SUMMARY

Exhibit #: C

Grant Title: **Non-Metro Agency on Aging (NMAAA) FY17 Funding**

Department: Community & Cultural Services - Senior Programs

Grant/Agreement #: 2016-17-64014

Grant Type: State Operating

Granting Agency: North Central NM Economic Development District - NMAAA

Grant Amount: \$ 810,955.00

Cash Match Amount: \$ 684,545.00

Total Grant Project Amount: \$ 1,910,827.00

In-Kind Match Amount: \$ 415,287.00

Grant Start Date: 07/01/2016

Grant End Date: 06/30/2017

Grant Agreement Signer Authority: City Manager

Mayor

CIP Project Amendment Needed: Yes

No

Use of Funds Description:

Funds will be utilized to provide services to persons qualified under the Federal Older Americans Act. Services include congregate meals, home-delivered meals, respite care, and homemaker programs provide by the City's Senior Programs.

Exhibit #: D

Grant Title: **Food 4 Paws - Meals on Wheels**

Department: Community & Cultural Services - Senior Programs

Grant/Agreement #: N/A

Grant Type: Other Operating

Granting Agency: Meals on Wheels America

Grant Amount: \$ 2,500.00

Cash Match Amount: \$ 500.00

Total Grant Project Amount: \$ 3,000.00

In-Kind Match Amount: \$ 0.00

Grant Start Date: 06/24/2016

Grant End Date: 02/23/2017

Grant Agreement Signer Authority: City Manager

Mayor

CIP Project Amendment Needed: Yes

No

Use of Funds Description:

Funds will be used for operational support for providing pet food and supplies, veterinary care, grooming, and boarding expenses for the pets of seniors participating in the home-delivered meal program through the City's Senior Programs.

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CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2016-17

Exhibit "B"

	1000 GENERAL FUND			
	2016-17			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 19,905,487	19,905,487	0	19,905,487
Revenues				
Municipal Gross Receipts Tax	31,394,982	31,394,982	0	31,394,982
Public Safety Gross Receipts Tax	3,452,330	3,452,330	0	3,452,330
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	33,710,898	33,710,898	0	33,710,898
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cigarette Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	10,916,370	10,916,370	0	10,916,370
Payment In Lieu of Property Tax	875,292	875,292	0	875,292
Franchise Fees	2,800,000	2,800,000	0	2,800,000
Payment In Lieu of Franchise Fees	1,385,100	1,385,100	0	1,385,100
Licenses, Fees & Permits	1,794,280	1,794,280	0	1,794,280
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	642,710	642,710	0	642,710
Charges For Services	2,585,422	2,585,422	0	2,585,422
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	3,348,240	3,348,240	0	3,348,240
Investment Income	0	0	0	0
Miscellaneous Revenues	428,991	428,991	0	428,991
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	16,370	16,370	0	16,370
Debt Service	0	0	0	0
Operating Transfers In	72,386	72,386	0	72,386
Total Revenues	93,423,371	93,423,371	0	93,423,371
TOTAL RESOURCES	\$ 113,328,858	113,328,858	0	113,328,858
Expenditures				
General Government	0	0	0	0
Legislative	593,255	593,255	0	593,255
Municipal Court	1,247,489	1,247,489	0	1,247,489
City Manager	495,100	495,100	0	495,100
Legal	1,683,479	1,683,479	0	1,683,479
Las Cruces Police Department	23,820,927	23,820,927	0	23,820,927
Las Cruces Fire Department	13,928,890	13,928,890	0	13,928,890
Utilities	0	0	0	0
Administrative	2,190,441	2,190,441	0	2,190,441
Human Resources	1,156,838	1,156,838	0	1,156,838
Financial Services	3,526,359	3,526,359	0	3,526,359
Information Technology	4,065,308	4,065,308	0	4,065,308
Operations	753,444	753,444	0	753,444
Transportation	4,628,186	4,628,186	0	4,628,186
Parks & Recreation	11,366,311	11,366,311	0	11,366,311
Community Development	3,829,223	3,829,223	0	3,829,223
Community & Cultural Services	5,730,244	5,730,244	500	5,730,744
Public Works	5,674,641	5,674,641	0	5,674,641
Legislative Reserve	3,221,201	3,221,201	0	3,221,201
Operating Transfers Out	11,203,407	11,203,407	0	11,203,407
Total Expenditures	\$ 99,114,743	99,114,743	500	99,115,243
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 14,214,115	14,214,115	(500)	14,213,615
Required Reserve:				
State Required 1/12th	7,057,512	7,057,512	42	7,057,554
Local CLC 1/12th	7,057,512	7,057,512	42	7,057,554
UN-RESERVED BALANCE	\$ 99,091	99,091	(584)	98,507

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CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2016-17

Exhibit "B" cont.

	2100 SPECIAL REVENUE REIMB GRANTS			
	2016-17			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 1,546	1,546	0	1,546
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cigarette Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	1,188,647	1,188,647	0	1,188,647
State Grants	973,557	973,557	0	973,557
Local Grants	15,843	15,843	2,500	18,343
Debt Service	0	0	0	0
Operating Transfers In	0	0	0	0
Total Revenues	2,178,047	2,178,047	2,500	2,180,547
TOTAL RESOURCES	\$ 2,179,593	2,179,593	2,500	2,182,093
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	1,233,430	1,233,430	0	1,233,430
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Administrative	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Operations	0	0	0	0
Transportation	0	0	0	0
Parks & Recreation	379,874	379,874	0	379,874
Community Development	406,340	406,340	0	406,340
Community & Cultural Services	158,403	158,403	2,500	160,903
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Expenditures	\$ 2,178,047	2,178,047	2,500	2,180,547
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 1,546	1,546	0	1,546

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CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2016-17

Exhibit "B" cont.

	2171 OLDER AMERICANS ACT PROGRAMS			
	2016-17			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 0	0	0	0
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cigarette Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	187,000	187,000	0	187,000
Federal Grants	212,793	212,793	0	212,793
State Grants	595,331	595,331	2,831	598,162
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Operating Transfers In	0	0	0	0
Total Revenues	995,124	995,124	2,831	997,955
TOTAL RESOURCES	\$ 995,124	995,124	2,831	997,955
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Administrative	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Operations	0	0	0	0
Transportation	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Community & Cultural Services	995,124	995,124	2,831	997,955
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Expenditures	\$ 995,124	995,124	2,831	997,955
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 0	0	0	0

BUDGET ADJUSTMENT REQUEST (BAR)

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<u>Department and Section</u> Community and Cultural Services/Senior Programs	<u>Permanent or Temporary</u>	<u>Council/Board Resolution No.</u>
	Temporary	

Justification for Request

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT VARIOUS GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS; TO RATIFY THE CITY MANAGER'S OR MAYOR'S SIGNATURE ON THE CONTRACT AGREEMENTS, AND TO AMEND THE CITY'S ADOPTED FISCAL YEAR 2017 BUDGET AND, AS APPLICABLE, THE FISCAL YEAR 2017 CAPITAL IMPROVEMENT PLAN (CIP).

MUNIS Comment: ACCEPT NMAAA FUNDING

Azucena Saucedo	X3001	FY2017	7/14/2016
Prepared by	Phone No.	FY to be Adjusted	Date

Fund	Org	Object	Project	Object Name	Increase \$	Decrease \$
1000	15410000	601000	10587	ADMINISTRATIVE SALARIES		26,132
1000	15410000	601010	10587	CLASSIFIED		56,484
1000	15410000	601030	10587	PART-TIME - REGULAR		136,134
1000	15410000	601120	10587	FICA MEDICARE		3,181
1000	15410000	601130	10587	FICA SOCIAL SECURITY		13,574
1000	15410000	601140	10587	PERA		24,413
1000	15410000	601160	10587	DENTAL INS		1,912
1000	15410000	601170	10587	HEALTH INS		30,209
1000	15410000	601180	10587	WORKERS COMPENSATION		83
1000	15410000	601230	10587	LIFE AND DISABILITY INS		243
1000	15410000	601260	10587	RETIREMENT HEALTH CARE INS		3,906
1000	15410000	701000	10587	SUPPLIES GENERAL		3,000
1000	15410000	721080	10587	PURCHASED SERVICES GENERAL		3,700
1000	15410000	601000	10588	ADMINISTRATIVE SALARIES		26,132
1000	15410000	601010	10588	CLASSIFIED		81,893
1000	15410000	601030	10588	PART-TIME - REGULAR		236,353
1000	15410000	601120	10588	FICA MEDICARE		5,010
1000	15410000	601130	10588	FICA SOCIAL SECURITY		21,367
1000	15410000	601140	10588	PERA		33,045
1000	15410000	601160	10588	DENTAL INS		1,845
1000	15410000	601170	10588	HEALTH INS		24,113
1000	15410000	601180	10588	WORKERS COMPENSATION		126
1000	15410000	601230	10588	LIFE AND DISABILITY INS		296
1000	15410000	601260	10588	RETIREMENT HEALTH CARE INS		5,267
1000	15410000	701000	10588	SUPPLIES GENERAL		3,000
1000	15410000	721080	10588	PURCHASED SERVICES GENERAL		4,000
1000	15410000	601000	10590	ADMINISTRATIVE SALARIES		80,321
1000	15410000	601120	10590	FICA MEDICARE		1,166
1000	15410000	601130	10590	FICA SOCIAL SECURITY		4,981

1000	15410000	601140	10590	PERA		9,982
1000	15410000	601160	10590	DENTAL INS	305	800
1000	15410000	601170	10590	HEALTH INS		14,632
1000	15410000	601180	10590	WORKERS COMPENSATION		33
1000	15410000	601230	10590	LIFE AND DISABILITY INS		208
1000	15410000	601260	10590	RETIREMENT HEALTH CARE INS		1,608
1000	15410000	701000	10590	SUPPLIES GENERAL		3,305
1000	15410000	701060	10590	PRINT & COPY FEES		1,000
1000	15410000	701220	10590	UNIFORMS & SAFETY WEAR APPAREL		1,000
1000	15410000	721080	10590	PURCHASED SERVICES GENERAL		4,000
1000	15410000	601010	10591	CLASSIFIED		4,166
1000	15410000	601120	10591	FICA MEDICARE		61
1000	15410000	601130	10591	FICA SOCIAL SECURITY		259
1000	15410000	601140	10591	PERA		648
1000	15410000	601160	10591	DENTAL INS		27
1000	15410000	601170	10591	HEALTH INS		499
1000	15410000	601180	10591	WORKERS COMPENSATION		2
1000	15410000	601230	10591	LIFE AND DISABILITY INS		9
1000	15410000	601260	10591	RETIREMENT HEALTH CARE INS		84
1000	15410000	721080	10592	PURCHASED SERVICES GENERAL		2,000
1000	15410000	601000	11531	ADMINISTRATIVE SALARIES	26,132	
1000	15410000	601010	11531	CLASSIFIED	56,484	
1000	15410000	601030	11531	PART-TIME - REGULAR	59,920	
1000	15410000	601120	11531	FICA MEDICARE	3,181	
1000	15410000	601130	11531	FICA SOCIAL SECURITY	13,574	
1000	15410000	601140	11531	PERA	24,413	
1000	15410000	601160	11531	DENTAL INS	1,912	
1000	15410000	601170	11531	HEALTH INS	30,209	
1000	15410000	601180	11531	WORKERS COMPENSATION	83	
1000	15410000	601230	11531	LIFE AND DISABILITY INS	243	
1000	15410000	601260	11531	RETIREMENT HEALTH CARE INS	3,906	
1000	15410000	701000	11531	SUPPLIES GENERAL	3,000	
1000	15410000	721080	11531	PURCHASED SERVICES GENERAL	3,700	
1000	15410000	601000	11532	ADMINISTRATIVE SALARIES	26,132	
1000	15410000	601010	11532	CLASSIFIED	81,893	
1000	15410000	601030	11532	PART-TIME - REGULAR	145,797	
1000	15410000	601120	11532	FICA MEDICARE	5,010	
1000	15410000	601130	11532	FICA SOCIAL SECURITY	21,367	
1000	15410000	601140	11532	PERA	33,045	
1000	15410000	601160	11532	DENTAL INS	1,845	
1000	15410000	601170	11532	HEALTH INS	24,113	
1000	15410000	601180	11532	WORKERS COMPENSATION	126	
1000	15410000	601230	11532	LIFE AND DISABILITY INS	296	

1000	15410000	601260	11532	RETIREMENT HEALTH CARE INS	5,267	
1000	15410000	701000	11532	SUPPLIES GENERAL	3,000	
1000	15410000	721080	11532	PURCHASED SERVICES GENERAL	4,000	
1000	15410000	601000	11533	ADMINISTRATIVE SALARIES	56,182	
1000	15410000	601120	11533	FICA MEDICARE	1,166	
1000	15410000	601130	11533	FICA SOCIAL SECURITY	4,981	
1000	15410000	601140	11533	PERA	9,982	
1000	15410000	601160	11533	DENTAL INS	800	
1000	15410000	601170	11533	HEALTH INS	14,632	
1000	15410000	601180	11533	WORKERS COMPENSATION	33	
1000	15410000	601230	11533	LIFE AND DISABILITY INS	208	
1000	15410000	601260	11533	RETIREMENT HEALTH CARE INS	1,608	
1000	15410000	701000	11533	SUPPLIES GENERAL	3,305	
1000	15410000	701060	11533	PRINT & COPY FEES	1,000	
1000	15410000	701220	11533	UNIFORMS & SAFETY WEAR APPAREL	1,000	
1000	15410000	721080	11533	PURCHASED SERVICES GENERAL	4,000	
1000	15410000	601010	11535	CLASSIFIED	3,411	
1000	15410000	601120	11535	FICA MEDICARE	61	
1000	15410000	601130	11535	FICA SOCIAL SECURITY	259	
1000	15410000	601140	11535	PERA	648	
1000	15410000	601160	11535	DENTAL INS	27	
1000	15410000	601170	11535	HEALTH INS	499	
1000	15410000	601180	11535	WORKERS COMPENSATION	2	
1000	15410000	601230	11535	LIFE AND DISABILITY INS	9	
1000	15410000	601260	11535	RETIREMENT HEALTH CARE INS	84	
1000	15410000	721080	11535	PURCHASED SERVICES GENERAL	2,000	
1000	15410000	601010		CLASSIFIED	755	
1000	15410000	601030		PART-TIME - REGULAR	41,214	
1000	15410000	601030		PART-TIME - REGULAR	90,556	
1000	15410000	601030		PART-TIME - REGULAR	24,139	
1000	15410002	721080		PURCHASED SERVICES GENERAL	35,000	
2171	25410001	591100	10587	CONGREGATE MEALS IIIC1 CONTRIB		105,000
2171	25410001	599100	10587	FEDERAL GRANTS		117,780
2171	25410001	599200	10587	STATE GRANTS		100,660
2171	25410001	601000	10587	ADMINISTRATIVE SALARIES		18,838
2171	25410001	601010	10587	CLASSIFIED		34,065
2171	25410001	601030	10587	PART-TIME - REGULAR		59,927
2171	25410001	601120	10587	FICA MEDICARE		1,639
2171	25410001	601130	10587	FICA SOCIAL SECURITY		6,998
2171	25410001	601140	10587	PERA		17,548
2171	25410001	601160	10587	DENTAL INS		500
2171	25410001	601170	10587	HEALTH INS		7,896
2171	25410001	601180	10587	WORKERS COMPENSATION		38

2171	25410001	601230	10587	LIFE AND DISABILITY INS	138
2171	25410001	601260	10587	RETIREMENT HEALTH CARE INS	2,259
2171	25410001	701000	10587	SUPPLIES GENERAL	19,000
2171	25410001	701060	10587	PRINT & COPY FEES	1,500
2171	25410001	701180	10587	MINOR EQUIPMENT	7,500
2171	25410001	701200	10587	SHOP SUPPLIES & MATERIALS	2,400
2171	25410001	701220	10587	UNIFORMS & SAFETY WEAR APPAREL	3,000
2171	25410001	711200	10587	TELEPHONE & CELL PHONES	2,000
2171	25410001	721070	10587	PROFESSIONAL/TECHNICAL SERVICE	800
2171	25410001	721080	10587	PURCHASED SERVICES GENERAL	13,500
2171	25410001	730100	10587	VEHICLE REPAIR & MAINTENANCE	2,500
2171	25410001	731100	10587	FUEL	3,776
2171	25410001	732200	10587	MAINTENANCE & REPAIRS	1,520
2171	25410001	760000	10587	TRAVEL	2,618
2171	25410001	760400	10587	REGISTRATION/CONFERENCE FEES	525
2171	25410001	780050	10587	FOOD & BEVERAGE	112,955
2171	25410001	591110	10588	DELIVERED MEALS IIIC2 CONTRIB	80,000
2171	25410001	599100	10588	FEDERAL GRANTS	25,227
2171	25410001	599200	10588	STATE GRANTS	259,773
2171	25410001	601000	10588	ADMINISTRATIVE SALARIES	54,045
2171	25410001	601120	10588	FICA MEDICARE	785
2171	25410001	601130	10588	FICA SOCIAL SECURITY	3,352
2171	25410001	601140	10588	PERA	8,405
2171	25410001	601160	10588	DENTAL INS	412
2171	25410001	601170	10588	HEALTH INS	6,657
2171	25410001	601180	10588	WORKERS COMPENSATION	13
2171	25410001	601230	10588	LIFE AND DISABILITY INS	82
2171	25410001	601260	10588	RETIREMENT HEALTH CARE INS	1,082
2171	25410001	701000	10588	SUPPLIES GENERAL	18,000
2171	25410001	701060	10588	PRINT & COPY FEES	2,000
2171	25410001	701180	10588	MINOR EQUIPMENT	3,000
2171	25410001	701220	10588	UNIFORMS & SAFETY WEAR APPAREL	2,000
2171	25410001	721080	10588	PURCHASED SERVICES GENERAL	14,000
2171	25410001	730100	10588	VEHICLE REPAIR & MAINTENANCE	15,000
2171	25410001	731100	10588	FUEL	13,868
2171	25410001	732200	10588	MAINTENANCE & REPAIRS	6,400
2171	25410001	760000	10588	TRAVEL	3,200
2171	25410001	760400	10588	REGISTRATION/CONFERENCE FEES	825
2171	25410001	780050	10588	FOOD & BEVERAGE	206,874
2171	25410001	591120	10590	HOMECARE CONTRIBUTIONS	2,000
2171	25410001	599100	10590	FEDERAL GRANTS	34,283
2171	25410001	599200	10590	STATE GRANTS	11,770
2171	25410001	601030	10590	PART-TIME - REGULAR	10,719

2171	25410001	601120	10590	FICA MEDICARE		156
2171	25410001	601130	10590	FICA SOCIAL SECURITY		665
2171	25410001	601140	10590	PERA		1,292
2171	25410001	601180	10590	WORKERS COMPENSATION		5
2171	25410001	601260	10590	RETIREMENT HEALTH CARE INS		215
2171	25410001	701000	10590	SUPPLIES GENERAL		2,000
2171	25410001	701020	10590	SOFTWARE		1,000
2171	25410001	701060	10590	PRINT & COPY FEES		1,000
2171	25410001	701180	10590	MINOR EQUIPMENT		7,523
2171	25410001	721080	10590	PURCHASED SERVICES GENERAL		20,594
2171	25410001	760000	10590	TRAVEL		2,884
2171	25410001	599100	10591	FEDERAL GRANTS		35,503
2171	25410001	599200	10591	STATE GRANTS		24,497
2171	25410001	721080	10591	PURCHASED SERVICES GENERAL		65,000
2171	25410001	599200	10592	STATE GRANTS		3,900
2171	25410001	721080	10592	PURCHASED SERVICES GENERAL		3,900
2171	25410001	591100	11531	CONGREGATE MEALS IIIC1 CONTRIB	105,000	
2171	25410001	599100	11531	FEDERAL GRANTS	167,780	
2171	25410001	599200	11531	STATE GRANTS	50,660	
2171	25410001	601000	11531	ADMINISTRATIVE SALARIES	18,838	
2171	25410001	601010	11531	CLASSIFIED	34,065	
2171	25410001	601030	11531	PART-TIME - REGULAR	59,927	
2171	25410001	601120	11531	FICA MEDICARE	1,639	
2171	25410001	601130	11531	FICA SOCIAL SECURITY	6,998	
2171	25410001	601140	11531	PERA	17,548	
2171	25410001	601160	11531	DENTAL INS	500	
2171	25410001	601170	11531	HEALTH INS	7,896	
2171	25410001	601180	11531	WORKERS COMPENSATION	38	
2171	25410001	601230	11531	LIFE AND DISABILITY INS	138	
2171	25410001	601260	11531	RETIREMENT HEALTH CARE INS	2,259	
2171	25410001	701000	11531	SUPPLIES GENERAL	19,000	
2171	25410001	701060	11531	PRINT & COPY FEES	1,500	
2171	25410001	701180	11531	MINOR EQUIPMENT	7,500	
2171	25410001	701200	11531	SHOP SUPPLIES & MATERIALS	2,400	
2171	25410001	701220	11531	UNIFORMS & SAFETY WEAR APPAREL	3,000	
2171	25410001	711200	11531	TELEPHONE & CELL PHONES	2,000	
2171	25410001	721070	11531	PROFESSIONAL/TECHNICAL SERVICE	800	
2171	25410001	721080	11531	PURCHASED SERVICES GENERAL	13,500	
2171	25410001	730100	11531	VEHICLE REPAIR & MAINTENANCE	2,500	
2171	25410001	731100	11531	FUEL	3,776	
2171	25410001	732200	11531	MAINTENANCE & REPAIRS	1,520	
2171	25410001	760000	11531	TRAVEL	2,618	
2171	25410001	760400	11531	REGISTRATION/CONFERENCE FEES	525	

2171	25410001	780050	11531	FOOD & BEVERAGE	110,301
2171	25410001	780050	11531	309 FOOD & BEVERAGE	2,654
2171	25410001	591110	11532	DELIVERED MEALS IIIC2 CONTRIB	80,000
2171	25410001	599100	11532	FEDERAL GRANTS	25,227
2171	25410001	599200	11532	STATE GRANTS	259,773
2171	25410001	601000	11532	ADMINISTRATIVE SALARIES	54,045
2171	25410001	601000	11532	ADMINISTRATIVE SALARIES	3,574
2171	25410001	601120	11532	FICA MEDICARE	785
2171	25410001	601130	11532	FICA SOCIAL SECURITY	3,352
2171	25410001	601140	11532	PERA	8,405
2171	25410001	601160	11532	DENTAL INS	412
2171	25410001	601170	11532	HEALTH INS	6,657
2171	25410001	601180	11532	WORKERS COMPENSATION	13
2171	25410001	601230	11532	LIFE AND DISABILITY INS	82
2171	25410001	601260	11532	RETIREMENT HEALTH CARE INS	1,082
2171	25410001	701000	11532	SUPPLIES GENERAL	18,000
2171	25410001	701000	11532	SUPPLIES GENERAL	5,000
2171	25410001	701060	11532	PRINT & COPY FEES	2,000
2171	25410001	701180	11532	MINOR EQUIPMENT	3,000
2171	25410001	701180	11532	MINOR EQUIPMENT	7,000
2171	25410001	701220	11532	UNIFORMS & SAFETY WEAR APPAREL	2,000
2171	25410001	701220	11532	UNIFORMS & SAFETY WEAR APPAREL	1,000
2171	25410001	721080	11532	PURCHASED SERVICES GENERAL	14,000
2171	25410001	721080	11532	PURCHASED SERVICES GENERAL	9,000
2171	25410001	730100	11532	VEHICLE REPAIR & MAINTENANCE	15,000
2171	25410001	731100	11532	FUEL	13,868
2171	25410001	731100	11532	FUEL	7,000
2171	25410001	732200	11532	MAINTENANCE & REPAIRS	6,400
2171	25410001	760000	11532	TRAVEL	3,200
2171	25410001	760000	11532	TRAVEL	2,300
2171	25410001	760400	11532	REGISTRATION/CONFERENCE FEES	825
2171	25410001	780050	11532	FOOD & BEVERAGE	167,724
2171	25410001	780050	11532	FOOD & BEVERAGE	9,276
2171	25410001	591120	11533	HOMECARE CONTRIBUTIONS	2,000
2171	25410001	599100	11533	FEDERAL GRANTS	34,283
2171	25410001	599200	11533	STATE GRANTS	11,770
2171	25410001	601030	11533	PART-TIME - REGULAR	15,719
2171	25410001	601120	11533	FICA MEDICARE	228
2171	25410001	601130	11533	FICA SOCIAL SECURITY	975
2171	25410001	601140	11533	PERA	1,992
2171	25410001	601180	11533	WORKERS COMPENSATION	5
2171	25410001	601260	11533	RETIREMENT HEALTH CARE INS	215
2171	25410001	701000	11533	SUPPLIES GENERAL	6,107

2171	25410001	701020	11533	SOFTWARE	1,000	
2171	25410001	701060	11533	PRINT & COPY FEES	2,000	
2171	25410001	701180	11533	MINOR EQUIPMENT	7,523	
2171	25410001	721080	11533	PURCHASED SERVICES GENERAL	3,000	
2171	25410001	730100	11533	VEHICLE REPAIR & MAINTENANCE	3,405	
2171	25410001	731100	11533	FUEL	3,000	
2171	25410001	760000	11533	TRAVEL	2,884	
2171	25410001	599100	11535	FEDERAL GRANTS	45,503	
2171	25410001	599200	11535	STATE GRANTS	18,397	
2171	25410001	721070	11535	PROFESSIONAL/TECHNICAL SERVICE	60,000	
2171	25410001	721080	11535	PURCHASED SERVICES GENERAL	3,900	
Totals					\$2,476,995	\$2,476,995

<i>By signing, I verify balances and accounts are available in MUNIS.</i>			<i>For use by Administration and Office of Mgmt & Budget</i>		
Administrator / Manager		Date	David Dollahon, ACM / CAO		Date
Director		Date	Loretta Reyes, Interim ACM / COO		Date
For use by Office of Mgmt & Budget <i>Revised 6/20/2016</i>			Daniel Avila, Interim City Manager		Date
<u>Budget Adjustment Number</u>	<u>Posted By</u>	<u>Date</u>	Budget and Grant Manager		Date
Period:	JE#				

BUDGET ADJUSTMENT REQUEST (BAR)

311

<u>Department and Section</u> Community and Cultural Services/Senior Programs	<u>Permanent or Temporary</u> Temporary	<u>Council/Board Resolution No.</u>	
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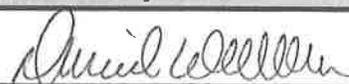
Justification for Request

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT VARIOUS GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS; TO RATIFY THE CITY MANAGER'S OR MAYOR'S SIGNATURE ON THE CONTRACT AGREEMENTS, AND TO AMEND THE CITY'S ADOPTED FISCAL YEAR 2017 BUDGET AND, AS APPLICABLE, THE FISCAL YEAR 2017 CAPITAL IMPROVEMENT PLAN (CIP).

MUNIS Comment: NSIP GRANT

<u>Prepared by</u> Azucena Saucedo	<u>Phone No.</u> X3001	<u>FY to be Adjusted</u> FY2017	<u>Date</u> 7/14/2016
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Fund	Org	Object	Project	Object Name	Increase \$	Decrease \$
2171	25410001	599200	10648	STATE GRANTS		77,833
2171	25410001	780050	10648	FOOD & BEVERAGE		77,833
2171	25410001	599200	10649	STATE GRANTS		116,898
2171	25410001	780050	10649	FOOD & BEVERAGE		116,898
2171	25410001	599200	11534	STATE GRANTS	197,562	
2171	25410001	780050	11534	FOOD & BEVERAGE	77,833	
2171	25410001	701000	11534	SUPPLIES GENERAL	116,898	
2171	25410001	780050	11534	FOOD & BEVERAGE	2,831	
Totals					\$395,124	\$389,462

<i>By signing, I verify balances and accounts are available in MUNIS.</i>			<i>For use by Administration and Office of Mgmt & Budget</i>		
<u>Administrator / Manager</u>	<u>Date</u>				
			David Dollahon, ACM / CAO		7/18/2016 Date
<u>Director</u>	<u>Date</u>		Loretta Reyes, Interim ACM / COO		Date
For use by Office of Mgmt & Budget <i>Revised 6/20/2016</i>					
			Daniel Avila, Interim City Manager		Date
<u>Budget Adjustment Number</u>	<u>Posted By</u>	<u>Date</u>			
Period:	JE#		Budget and Grant Manager		Date

BUDGET ADJUSTMENT REQUEST (BAR)

312

<u>Department and Section</u> Community & Cultural Services/Senior Programs	<u>Permanent or Temporary</u> Temporary	<u>Council/Board Resolution No.</u>	
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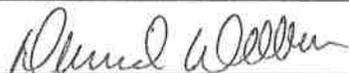
Justification for Request

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT VARIOUS GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS; TO RATIFY THE CITY MANAGER'S OR MAYOR'S SIGNATURE ON THE CONTRACT AGREEMENTS, AND TO AMEND THE CITY'S ADOPTED FISCAL YEAR 2017 BUDGET AND, AS APPLICABLE, THE FISCAL YEAR 2017 CAPITAL IMPROVEMENT PLAN (CIP).

MUNIS Comment: FOOD 4 PAWS GRANT

<u>Prepared by</u> Veronica MacGregor	<u>Phone No.</u> 541-2022	<u>FY to be Adjusted</u> FY 2017	<u>Date</u> 7/14/2016
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Fund	Org	Object	Project	Object Name	Increase \$	Decrease \$
2100	25410000	599300		LOCAL & OTHER GRANTS	2,500	
2100	25410000	701000		SUPPLIES GENERAL	2,500	
1000	15410000	701000		SUPPLIES GENERAL	500	
Totals					\$5,500	\$0

<i>By signing, I verify balances and accounts are available in MUNIS.</i>			<i>For use by Administration and Office of Mgmt & Budget</i>		
<u>Administrator / Manager</u>	<u>Date</u>				
			David Dollahon, ACM / CAO		7/18/2016 Date
<u>Director</u>	<u>Date</u>		Loretta Reyes, Interim ACM / COO		Date
For use by Office of Mgmt & Budget <i>Revised 6/20/2016</i>					
			Daniel Avila, Interim City Manager		Date
<u>Budget Adjustment Number</u>	<u>Posted By</u>	<u>Date</u>			
Period:	JE#		Budget and Grant Manager		Date

Contract No. 2016-17- 64014

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

**DIRECT PURCHASE OF SERVICES
VENDOR AGREEMENT**

City of Las Cruces, hereinafter referred to as Vendor, and the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as Agency, enter this Agreement effective July 1, 2016, in accordance with the Older Americans Act of 1965 (OAA), as amended, as provided by the State of New Mexico Aging and Long Term Services Department, and the Agency's Direct Purchase of Services program.

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

1. SCOPE OF SERVICES.

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

Service:

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

Service Definitions:

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

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

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

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

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

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

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

Assisted Transportation – Providing assistance and transportation, including escort, to an older individual who has difficulties (physical or cognitive) using regular vehicular transportation. The "trip" includes the following: assisting the older individual from preparation for the trip, to assisting the older individual from their place of residence into the vehicle providing transportation, assisting the older individual from the transporting

vehicle to the destination, such as the doctor's office staying with the older individual at the point of destination; and the reverse for a return trip.

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

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

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

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

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

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

Or

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

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

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

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

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

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

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

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

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

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

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

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

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

Unit Measurements

Congregate Meal:	One Meal
Home Delivered Meal:	One Meal
Homemaker/Housekeeping	One Hour
Adult Day Care	One Hour
Respite Care (Includes IIIE)	One Hour
Transportation	One, One-Way Trip
Assisted Transportation	One, One-Way Trip

IIID Evidence Based	
Enhance Fitness	participant hour
My CD	participant hour
A Matter of Balance	participant hour
Health Promotion (Non-IIID)	
Health Education/Training	One Hour
Health Screening	One Hour
Physical Fitness/Exercise	One Session per Participant
Chore	One Hour
Case Management	One Hour
IIIE Access Assistance	One Contact
IIIE Counseling	One Session per Participant
IIIE Information Services	One Activity
IIIE Supplemental Services	One Distribution Event

Service Area: City of Las Cruces

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

B. Payment for Services. For the services determined by the Agency to be satisfactorily provided by Vendor hereunder, the Agency shall pay the vendor, during the term, an aggregate amount, including gross receipts tax, not to exceed \$ 613393. Said aggregate amount is to be derived from the following sources, when performance levels/units are met.

1. \$ 34283 from Title III-B of the OAA;
2. \$ 167780 from Title III-C1 of the OAA;
3. \$ 25227 from Title III-C2 of the OAA;
4. \$ 0 from Title III-D of the OAA;
5. \$ 45503 from Title III-E of the OAA; and
6. \$ 340600 from the NMGAA-State/IB-2.

C. Services and Reimbursement Methodology:

Service	Total Unit Cost (III,State,PI,Local)	Federal Title III & State Negotiated Unit Costs	Units of Service	Persons
Congregate Meals	\$9.1863	\$2.5400	86000	2100
Home Delivered Meals	\$5.3169	\$1.5000	190000	1560
Transportation	\$	\$	0	0
Assisted Transportation	\$	\$	0	0
Case Management	\$	\$	0	0
Adult Day Care	\$	\$	0	0
Respite	\$	\$		
Chore Services	\$	\$	0	0
Homemaker/Housekeeping	\$46.5840	\$10.7100	4300	150
Health Education/Training	\$	\$		
Physical Fitness/Exercise	\$	\$	0	0
Health Screening	\$	\$		
Home Safety	\$	\$		
Medication Management	\$	\$		
EB-EnhanceFitness	\$	\$		
EB-My CD	\$	\$		
EB-A Matter of Balance	\$	\$		
NFCSP – Family Caregivers: Elderly				
CG - Counseling	\$	\$	0	0
CG – Respite Care	\$20.9825	\$15.0000	4000	38
CG - Supplemental	\$0.0000	\$		0
CG - Assistance	\$	\$	0	0
CG - Information	\$	\$	0	0
NFCSP – Family Caregivers: Grandchildren				
CG - Supplemental	\$	\$		
CG – Respite Care	\$51.2154	\$15.0000	260	20
CG - Assistance	\$	\$		

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

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

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

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

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

2. **TERMS OF AGREEMENT.**

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

A. The Vendor agrees to:

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

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

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

1. Review client intake and assessment forms completed by the Vendor, as applicable, to determine client eligibility. Client intake and assessment forms will be housed at the NCNMEDD Non-Metro Area Agency on Aging (as applicable).
2. Maintain communication and correspondence concerning clients' status.
3. Provide timely consultation and technical assistance to the Vendor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and

medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all clients.

6. Provide start-up funds at the discretion of NCNMEDD Non-Metro AAA.
7. Will submit contingency plan to address unforeseen circumstances when service delivery is threatened.
8. Allow re-negotiation of cost of services based on contingency plan, i.e. loss of local dollars.
9. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.
10. Will inform NCNMEDD Non-Metro AAA of any substantial changes in organization and/or services.

3. ASSURANCES.

A. *Americans with Disabilities Act of 1990 –*

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

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

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

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

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

D. *Drug Free Workplace*

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

E. *Certification Regarding Debarment*

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

F. *Independent Audit*

The Vendor will provide a financial and compliance audit report to the Agency covering the period of July 1, 2015 through June 30, 2016. The audit report provided to the Agency must include a copy of the Auditor's management letter.

This audit shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions:

1. The Vendor, expending equal to \$750,000 but less than or equal to \$25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised Omni Circular 200.518(b)(1), supersedes and streamlines eight different grant circulars into one set. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report.
2. Governmental-type vendors expending less than \$500,000 in combined federal awards shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.) which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
3. Non-governmental vendors expending between \$25,000 in federal and state funds combined and less than \$500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.
4. For those vendors that expend less than \$15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Agency, such as financial reports (trial

balances, general ledgers, etc.), monitoring efforts and final numbers of services provided and final number of individuals served.

5. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
6. The vendor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

G. *Equal Opportunity Compliance.*

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

H. *Compliance with Aging and Long-Term Services Department Functions.*

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

I. *Non-Discrimination Service Delivery.*

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

4. TERM.

This Agreement shall begin on July 1, 2016 and terminate on June 30, 2017, unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed four (4) years, except as set forth in NMSA 1978, § 13-1-150.

5. TERMINATION.

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

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

6. BREACH OF AGREEMENT BY VENDOR.

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

1. The Vendor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state or local laws, rules or regulations.

2. The Vendor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
3. Unless otherwise duly authorized in writing by the Agency, the Vendor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

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

1. The Agency may install a program monitor for a specified time period to closely observe the Vendor's efforts to comply with obligations remaining under this Agreement. Unless otherwise deemed confidential under applicable law, such monitor shall have authority to review any or all of the Vendor's records, policies, procedures, and financial records germane to the Vendor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Vendor to advise in the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds paid to the Vendor hereunder.
2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Vendor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation paid to Vendor.
3. The Agency may deem the Vendor ineligible for the receipt of any additional funds to be paid to Vendor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Vendor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS.

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

8. STATUS OF VENDOR.

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

9. ASSIGNMENT.

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

10. SUBCONTRACTING.

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

11. RELEASE.

The Vendor acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees from all liabilities, claims and obligations, whatsoever, arising from or under this Agreement. The Vendor agrees not to purport to bind the Agency unless the Vendor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY.

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

13. PRODUCT OF SERVICE – COPYRIGHT.

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

14. CONFLICT OF INTEREST.

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

15. AMENDMENT.

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

16. MERGER.

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

17. PENALTIES.

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

18. APPLICABLE LAW.

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

19. WORKERS COMPENSATION.

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

20. RECORDS AND FINANCIAL AUDIT.

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

receives federal funds subject to the Single Audit Act, the Vendor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION.

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

22. INTERNAL DISPUTE MEDIATION.

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

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

23. PARTICIPANT GRIEVANCE.

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

24. KEY PERSONNEL.

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

1. Program Director
2. Financial Manager

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

25. INVALID TERM OR CONDITION.

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

26. ENFORCEMENT OF AGREEMENT.

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

27. NOTICES.

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

AGENCY:

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

VENDOR:

City of Las Cruces
ATTN: Sonia Saldana, Senior Programs
P.O. Box 20000
Las Cruces, NM 88004
Physical: 700 N. Main
Las Cruces, NM 88001

28. INSURANCE.

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

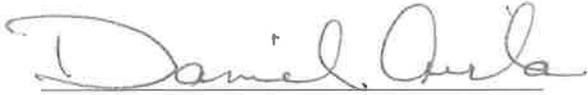
29. AUTHORITY.

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

30. SIGNATURES.

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2016.

City of Las Cruces
Legal Name of Vendor


Signature

Daniel Avila
Printed/Typed Name of Signatory

APPROVED AS TO FORM:


City Attorney

7/1/2016
Date

NCNMEDD

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


Signature

Tim Armer, Executive Director
Printed/Typed Name of Signatory

6/15/16
Date

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

GRANTEE: City of Las Cruces		APPROVED BUDGET PERIOD				Grant/Action		NGA DATE
ADDRESS:		FROM: 7/1/2016				New/Cont:	X	
PHONE:		TO: 6/30/2017				Revision:		
						BAR:		
						Other:		
DESCRIPTION		FEDERAL	STATE	LOCAL	Fundraising-Foundations	PROJ. INC.	TOTAL	
Title IIIB 93.044	Access	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	In-Home	\$ 34,283	\$ 11,770	\$ 98,897	\$ -	\$ 2,000	\$ 146,950	
	Community All Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ 34,283	\$ 11,770	\$ 98,897	\$ -	\$ 2,000	\$ 146,950	
Title IIIC1 93.045	Meal Costs	\$ 167,780	\$ 50,860	\$ 226,757	\$ -	\$ 105,000	\$ 550,197	
	Sub Total	\$ 167,780	\$ 50,860	\$ 226,757	\$ -	\$ 105,000	\$ 550,197	
Title IIIC2 93.045	Meal Costs	\$ 25,227	\$ 259,773	\$ 351,891	\$ -	\$ 80,000	\$ 716,891	
	Sub Total	\$ 25,227	\$ 259,773	\$ 351,891	\$ -	\$ 80,000	\$ 716,891	
Title IIID 93.043	Evidence Based	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Title IIIE 93.052	Care Giver Support	\$ 45,503	\$ 18,397	\$ 7,000	\$ -	\$ -	\$ 70,900	
	Sub Total	\$ 45,503	\$ 18,397	\$ 7,000	\$ -	\$ -	\$ 70,900	
DEMONSTRATION GRANT								
ALZHEIMER	Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
ALL STATE OTHER		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Sub Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
SUB TOTALS	Title IIIB 93.044	\$ 34,283	\$ 11,770	\$ 98,897	\$ -	\$ 2,000	\$ 146,950	
	Title IIIC1 93.045	\$ 167,780	\$ 50,860	\$ 226,757	\$ -	\$ 105,000	\$ 550,197	
	Title IIIC2 93.045	\$ 25,227	\$ 259,773	\$ 351,891	\$ -	\$ 80,000	\$ 716,891	
	Title IIID 93.043	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	Title IIIE 93.052	\$ 45,503	\$ 18,397	\$ 7,000	\$ -	\$ -	\$ 70,900	
	Alzheimer Respite Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	All State Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	GRAND TOTAL	\$ 272,793	\$ 340,600	\$ 684,545	\$ -	\$ 187,000	\$ 1,484,938	
COMPUTATION OF GRANT		8. Federal/State Shares will be comprised of:						
1. Estimated Total Cost.....	\$ 1,484,938	a. Federal/State		FY 20 __	Federal			
2. LESS Anticipated Proj. Inc.	\$ 187,000	grant unearned			State			
3. Estimated Net Cost.....	\$ 1,297,938	in previous project year(s)						
4. Non-federal and Non-state Share of Net Cost.....		b. Carry Over		FY 20 __	Federal			
5. Proj. Inc. (Used as Match).....	\$ 187,000				State			
6. Federal Share of Net Cost....	\$ 272,793	c. New Obligational		FY-	Federal			
7. State Share of Net Cost....	\$ 340,600	Authority Herein Awarded			State			
						\$ 272,793		
						\$ 340,600		

NOTIFICATION OF GRANT AWARD

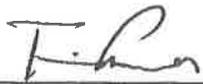
REMARKS: In addition to the conditions contained in the agreement on the application form, the conditions below apply to this grant:

- 1. Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.
- 2. The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non- state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.
- 3. If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share and the state share will meet the percentages indicated on Page 1 of the NGA.
- 4. As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.
- 5. Funds herein awarded will remain available during the length of the project period; however, state and/or federal funds are dependent upon availability.
- 6. Programs must meet the units of services projected to be reimbursed or submit an amended plan detailing reasons why approved units are not being met which must be approved by the NCNMEDD Area Agency on Aging.

THE GRANTEE ORGANIZATION IS RESPONSIBLE FOR RETAINING RECORDS OF ALL FEDERAL AND/OR STATE ACCOUNTS AS FOLLOWS:

All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:

- 1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.
- 2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency.
- 3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.
- 4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.
- 5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.
- 6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.
- 7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.
- 8. Inventory of project equipment will be maintained and submitted as requested.
- 9. Project records will preserved and kept available to federal and state auditors at the primary offices of the Grantee.

Signature of NCNMEDD Non-Metro Area Agency on Aging Authorizing Official:	We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.
	
Tim Armer Executive Director	Date: 7/7/16 Date:

6/15/16

Date

Contract No. 2016-17-64014

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

**NUTRITION SERVICE INCENTIVE PROGRAM (NSIP)
AGREEMENT**

This Agreement is made and entered into this 1st day of July 2016, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and City of Las Cruces, hereinafter referred to as the "Contractor."

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work

The Contractor will:

- A. Establish procedures to insure that such cash payments are used solely for the purchase of United States agricultural commodities and other foods produced in the United States for use in their feeding operations. No imported foods may be purchased with these funds, e.g. coffee, tea, cocoa, and bananas.
- B. Ensure that meals furnished under contractual arrangement with food service management companies, caterers, restaurants, or institutions, contain United States produced commodities or foods at least equal in value to the per meal cash payment.
- C. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Contractors must ensure that the farm food products meet the state EID requirements.
- D. Ensure that meals meet Title III-C standards for nutritional adequacy and sanitation.
- E. Maintain accounting records for NSIP separate and apart from other accounting records maintained for other nutrition funding sources (i.e., Title III-C1 and C2 and other cash used for raw food).
- F. Report on a monthly basis to the Agency on forms provided by the Agency and submit such other reports as deemed necessary by the Agency.
- G. Maintain and retain for three years from close of the federal year to which they pertain, complete and accurate records of all amounts received and disbursed under this Agreement.
- H. Allow the Agency to monitor periodically the Contractor's fiscal accountability of NSIP.
- I. Abide by and comply with the conditions and requirements set forth in Title 45, Part 74 dated August 2, 1978 (Grant Administration); Implementation of OMB Circular No. A110; Uniform Policies). Moreover, the Contractor will abide by Volume 38, No. 181 dated September 19, 1973 (Part II-Administration of Grants) as well as other applicable federal regulations that are currently in effect or will come into effect during the term of this contract.

- J. Ensure eligible participants are assessed and registered in SAMS.
 K. Ensure meals served meet the following:

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

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

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

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

2. **Compensation**

- A. The total amount payable to the Contractor under this Agreement shall not exceed \$197562 for eligible meals served during the period July 1, 2016 through June 30, 2017 regardless of funding sources, to eligible participants and their spouses.
 B. All subsequent payments will be disbursed upon receipt of actual service delivery data from the Contractor.

3. **Gross Receipts Tax**

Not applicable. Tax exempt.

4. **Term**

No terms of this Agreement shall become effective until approved by the Department of Finance and Administration and shall terminate on June 30, 2017, unless terminated pursuant to paragraph 5, infra.

5. **Termination**

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

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

6. **Status of Contractor**

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

7. **Assignment**

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

8. **Subcontracting**

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

9. **Records and Audit**

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

B. The Contractor will provide a financial and compliance audit report to the Agency covering the period July 1, 2016 to June 30, 2017. The audit reports provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions.

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

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

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

10. Appropriations

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

11. Release

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

12. Product of Service; Copyright

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

by or on behalf of the Contractor.

13. Conflict of Interest

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

14. Equal Opportunity Compliance

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

15. Non-Discriminating Service Delivery

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

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

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

16. **Confidentiality**

The use or disclosure of any information concerning a recipient of assistance or service for any purpose not connected with the administration of the Agency's or the Contractor's responsibilities with respect to services hereunder, is prohibited, except on written consent of recipient, his attorney, or his responsible parent or guardian. Disclosure of confidential information shall only be made in accordance with the NM Inspection of Public Records Act, or applicable state or federal law or regulations.

17. **Amendment**

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

18. **Penalties for Violation of Law**

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

19. **Scope of Agreement**

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

20. **Applicable Laws**

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

21. **Internal Dispute Mediation**

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

grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

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

22. Invalid Term or Condition

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

23. Enforcement of Agreement

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

24. Notices

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

Agency:

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

Contractor:

City of Las Cruces
ATTN: Sonia Saldano, Senior Programs
P.O. Box 20000
Las Cruces, NM 88004
Physical: 700 N. Main
Las Cruces, NM 88001

25. Other Provisions

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

26. **Indemnification**

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

27. **Authority**

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

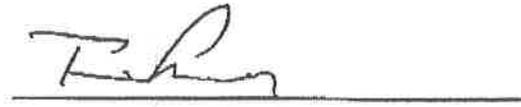
28. **Signatures**

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2016.

City of Las Cruces
Legal Name of Vendor/Contractor

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


Signature


Signature

Daniel Avila
Printed/Typed Name of Signatory

Tim Armer, Executive Director
Printed/Typed Name of Signatory

7/1/2016
Date

6/15/16
Date

APPROVED AS TO FORM:


City Attorney

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

GRANTEE: Las Cruces, City of ADDRESS:		APPROVED BUDGET FOR THE PERIOD			Type of Grant or Action		NGA DATE
PHONE:		FROM: 07/01/2015 TO: 06/30/2016			New/Cont: X Revision: Other:		
Indirect Cost % of \$	Fund: 210 Title of Project: NSIP				CFDA # 93.053		
DESCRIPTION	FEDERAL	STATE	LOCAL CASH	LOCAL IN-KIND	PROJECT INCOME	TOTAL	
Personnel Services	\$0.00	\$0.00				\$0.00	
Fringe Benefits	0.00	0.00				0.00	
Travel	0.00	0.00				0.00	
Maintenance & Repair	0.00	0.00				0.00	
Supplies (Raw Food)	197,562.00	0.00				197,562.00	
Contractual Services	0.00	0.00				0.00	
Other Operating Costs	0.00	0.00				0.00	
Capital Outlay	0.00	0.00				0.00	
Subtotal	\$197,562.00	\$0.00				\$197,562.00	
PERCENT OF TOTAL COST	100%	0%	0%	0%	0%	100%	
COMPUTATION OF GRANT				8. Federal/State Shares will be Comprised of:			
1. Estimated Total Cost		\$197,562.00			a. Federal/State grant		
2. LESS Anticipated Project Income		\$0.00			unearned in previous		0.00
3. Estimated Net Cost		\$197,562.00			project year(s)		0.00
4. Non-federal and Non-state Share of Net Cost		\$0.00			b. Carry Over		0.00
5. Project Income (Used as Match)		\$0.00			c. New Obligational		
6. Federal Share of Net Cost		\$197,562.00			Authority Herein		
7. State Share of Net Cost		\$0.00			Awarded		\$197,562.00
<p><input checked="" type="checkbox"/> Unless revised, the amount of lines 6 and 7 (Computation of Grant) will constitute a ceiling for federal and/or state participation in the approved cost.</p> <p><input checked="" type="checkbox"/> The federal and/or state share of the project cost is earned only when the cost is accrued and the non-federal and/or non-state share of the cost has been contributed. Receipt of federal and/or state funds (either through advance or reimbursement) does not constitute earning of these funds.</p> <p><input checked="" type="checkbox"/> If the actual net cost is less than the amount on line 3 (Computation of Grant) the non-federal and/or non-state share, the federal share, and the state share will meet the percentages indicated on Page 1 of the NGA.</p> <p><input checked="" type="checkbox"/> As shown in the Computation of Grant (assuming satisfactory progress, adequate justification and the availability of funds), the federal and state shares shall meet the amounts shown on lines 6 and 7 of the estimated net project cost shown on line 3.</p> <p><input checked="" type="checkbox"/> Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.</p> <p><input checked="" type="checkbox"/> In accepting the grant awarded for support of the expanded portion of an existing program, the grantee agrees to maintain expenditures for the existing program in the amount of Line 6 during the approved project period.</p>							
<p>All accounting records are to be kept in accordance with federal and state policy and readily available for examination by Area Agency personnel or other federal and/or state officials authorized to examine any or all financial and programmatic records. Such records shall be retained in accordance with the following:</p> <ol style="list-style-type: none"> 1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency. 2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency. 3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants. 4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year. 5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies. 6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency. 7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted. 8. Inventory of project equipment will be maintained and submitted as requested. 9. Project records will preserved and kept available to federal and state auditors at the primary offices of the Grantee. 							
Signature of Area Agency on Aging Authorizing Official: Tim Armer, Executive Director				We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.			
		6/15/16				Date: 3/1/16	
Signature:		Date:		Signature:		Date:	

APPROVED AS TO FORM:

City Attorney



June 24, 2016

Teresa Carrillo
Meals On Wheels Supervisor
City of Las Cruces
975 S. Mesquite St.
Las Cruces, NM 88001

Dear Teresa,

Congratulations on being selected as a recipient of a \$2,500 Meals on Wheels Loves Pets grant from Meals on Wheels America. You will find the grant check enclosed in this letter.

The funding is restricted for the purchase of pet food, rental space to store the food, food storage bins, shelving and storage bags, gas grants for volunteers to deliver the pet food, cat litter, veterinary care (including spay/neuter), grooming, temporary boarding expenses and/or pet supplies.

No portion of the funds may be used for any operating expenses, administrative costs, office supplies, marketing, or fundraising, etc.

You are required to submit a Final Report demonstrating appropriate use of the grant funding. This Report must be submitted no later than February 23, 2017, and can be found in the Meals on Wheels America online grant system at www.mealsonwheelsamerica.org/grants.

Congratulations again!

Sincerely,

A handwritten signature in black ink that reads 'Todd G. Turner'. The signature is fluid and cursive, with a long horizontal line extending to the right.

Todd Turner
Chief Membership Officer