

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 06/11/14
ITEM FROM FINANCE COMMITTEE MEETING OF 06/02/14

ISSUE:

20. Request for Approval of Grant Awards and Agreements – Senior Services Programs for Division of Senior Services; State of New Mexico Aging and Long Term Services Department. (Melanie Montoya)

- A. Foster Grandparent Program
- B. Retired Senior Volunteer Program
- C. Senior Companion Program

- 1. Request for Approval of Budget Increase – Grant Fund

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of grant awards and agreements for Senior Services Programs for Division of Senior Services with State of New Mexico Aging and long Term Services Department in the amount of \$53,745 (federal) and the amount of \$310,736 (state) for a total amount of \$364,481.

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	Excused		
CHAIRPERSON DOMINGUEZ			

City of Santa Fe, New Mexico

memo

Date: May 20, 2014

To: Finance Committee & City Council

Via: 
Isaac J. Ping, Community Svcs. Dept. Director

 Ron J. Vialpando, Division of Senior Svcs. Director

From: Melanie M. Montoya, DSS Program Administrator 

Subject: Request Approval of Grant Contract – State of New Mexico,
Aging & Long Term Services Department/Budget Grant Increase

- a. Foster Grandparent Program
- b. Retired Senior Volunteer Program
- c. Senior Companion Program

Item & Issue:

Request approval and acceptance of the State of New Mexico, Aging & Long Term Services Department Contract and Notice of Grant Awards for the Division of Senior Services’ Foster Grandparent Program (FGP), Retired Senior Volunteer Program (RSVP), and Senior Companion Program (SCP). These documents reflect annualized appropriations of federal and/or state funding for the Fiscal Year 2014/2015. Please note that this process is an annual formality. Listed is a breakdown of amounts received per program from the federal (Corporation for National and Community Services) and state (Aging and Long Term Services Department) agencies:

Program	Federal	State	Total
Foster Grandparent Program	24,833	105,275	\$130,108
Retired & Senior Volunteer Program	28,912	44,000	\$72,912
Senior Companion Program	-0-	161,461	\$161,461
Total	\$53,745	\$310,736	\$364,481

For your reference, our Foster Grandparent Program provides opportunities for our senior volunteers to assist children in classrooms with special and exceptional needs. Our Senior Companion Program arranges for active seniors to visit and assist frail, homebound elderly clients in their homes.

Our Retired Senior Volunteer Program recruits and provides meaningful community opportunities for senior volunteers to help others by sharing their experience, knowledge and efforts. RSVP volunteers work in soup kitchens, nursing homes, hospitals, libraries, senior centers, shelters and provide benefits counseling.

Recommended Action:

We are requesting your acceptance of these funds. Thank you for your favorable consideration of this request. If you have any questions or require additional information, please call me at extension 4761.

c: Shirley Coca-Barela, Financial Analyst

STATE OF NEW MEXICO

AGING & LONG-TERM SERVICES DEPARTMENT
INTERGOVERNMENTAL AGREEMENT #15-624-4000-0024

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Aging and Long-Term Services Department**, hereinafter referred to as the "Agency," and **City of Santa Fe FGP/RSVP/SCP**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Aging and Long-Term Services Department (ALTSB).

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

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

2. **Compensation.**

A. The Agency shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables as outlined in the scope of work. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$310,736.00. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the Agency when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices **MUST BE** received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Department on a monthly basis upon receipt of monthly expenditures and reports furnished by the Contractor. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the

date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

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

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE ALTSD. This Agreement shall terminate on 06/30/2015 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice: Agency Opportunity to Cure.

1. Except as otherwise provided in Paragraph (4)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Paragraph 5, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

9. **Release.**

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

10. **Confidentiality.**

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

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

11. **Product of Service -- Copyright.**

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

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

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, 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.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Agency employee while such employee was or is employed by the Agency and participating directly or indirectly in the Agency's contracting process;

2) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee

of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Agency's making this Agreement;

4) this Agreement complies with Section 10-16-9(A) NMSA 1978 because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by Section 10-16-9(A) NMSA 1978, this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Agency.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Agency and notwithstanding anything in the Agreement to the contrary, the Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and

understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

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

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

16. **Equal Opportunity Compliance.**

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

17. **Applicable Law.**

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

18. **Workers Compensation.**

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

19. **Records and Financial Audit.**

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

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

20. **Indemnification.**

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

21. **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.

22. **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.

23. **Notices.**

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

To the Agency: Ernesto Ramos
NM Aging & Disability Resource Center
2550 Cerrillos Road
Santa Fe, New Mexico 87505

To the Contractor: City of Santa Fe FGP/RSVP/SCP
P.O. Box 909
Santa Fe, NM 87507

24. **Authority.**

If Contractor is other than a natural person, 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.

EXECUTED AND AGREED TO by signatures below.

By: _____
Aging and Long-Term Services Department

Date: _____

By: _____
ALTSD's Legal Counsel – Certifying legal sufficiency

Date: _____

By: _____
ALTSD's Chief Financial Officer

Date: _____

By: _____
Contractor - Javier M. Gonzales, Mayor

Date: _____

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

ID Number: 01-710541-002

By: _____
Taxation and Revenue Department

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

Justin Amador

KELLEY A. BRENNAN, INTERIM CITY ATTORNEY 5/13/14

APPROVED:

MARCOS A. TAPIA, FINANCE DIRECTOR

Attachment 1- Scope of Work
City of Santa Fe FGP/RSVP/SCP

Service Provision

Provide the following services in accordance with the program plan as submitted to, and approved by, the Aging & Long-Term Services Department:

Foster Grandparent Program (FGP): Recruit and place a minimum of 27 Foster Grandparents in schools, child care centers and other congregate settings for children, to provide a minimum of 28188 hours of service during the contract period.

Senior Companion Program (SCP): Recruit and place a minimum of 34 Senior Companions in the homes of frail and disabled elders, to provide a minimum of 35,496 hours of service during the contract period.

Retired Senior Volunteer Program (RSVP): Recruit and place a minimum of 500 volunteers in a variety of community placements, to provide a minimum of 338000 hours of service during the contract period.

Staffing Requirements

Establish and maintain staff positions to perform the following contractual obligations: management, supervision, service provision coordination, accounting, data collection and reporting.

Reporting Requirements

Provide the following reports on the required due dates:

REPORT NAME:

1. Narrative Report

DUE DATE:

Biannually on February 1 for the period July 1 - December 31, and on August 1 for the period January 1 through June 30.

2. Request for Reimbursement

12th day of each month, for the prior month's expenditures until all funds are spent, and final as requested each year

Every third monthly request for reimbursement report must reflect the expenditure of a minimum of one quarter of the annual contract appropriation until all funds are spent. Failure to expend at least one quarter of the annual contract appropriation each quarter (until all funds are spent) may result in sanctions, up to and including reduction in the contract appropriation. All requests for reimbursement must include supporting documentation

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from the entity's accounting system, as well as a year-to-date service data report capturing all service data for New Mexico through the previous month.

- | | |
|--------------------------------------|---|
| 4. Service Data Report | 12th day of each month |
| 5. Budget Adjustment Requests (BARs) | As may be necessary; final no later than March 31 |

Budget Requirements

Submit an annual budget and justification for each program by February 1, based upon annual NM state budget and contract timelines, for approval by the Department. Separate budgets, justifications and program plans are to be submitted for FGP, SCP and RSVP.

Page 1 AGING & LONG TERM SERVICES DEPT. NOTIFICATION OF GRANT AWARD
 FOSTER GRANDPARENT PROGRAM

NGA DATE: May 6, 2014

GRANTEE: City of Santa Fe ADDRESS: PO Box 909 Santa Fe, NM 87504-0909 PHONE: 505- 955-4761		APPROVED BUDGET FOR THE PERIOD: FROM: July 1, 2014 TO: June 30, 2015 TYPE OF GRANT OR ACTION: New or Cont.: XX Revision:		
BUDGET CATEGORY	TOTAL	FEDERAL	STATE	LOCAL
VOLUNTEER SUPPORT EXPENSES:				
Personnel	64,808	3,000	3,880	57,928
Fringe Benefits	37,661	3,302	4,639	29,720
Staff LOCAL Travel	100	0	100	0
Staff LONG DISTANCE Travel	0	0	0	0
Equipment	0	0	0	0
Supplies	150	0	150	0
Contractual Service	0	0	0	0
Other: Communications	0	0	0	0
Printing	0	0	0	0
Space and Utilities	0	0	0	0
Other Allowable Costs	1,021	0	1,021	0
InDirect Costs	0	0	0	0
Subtotal	\$103,740	\$6,302	\$9,790	\$87,648
VOLUNTEER EXPENSES:				
Personnel: Stipends	74,709	8,301	66,408	0
Fringe Benefits:				
Meals	375	0	375	0
Uniforms	1,200	0	1,200	0
Insurance	161	161	0	0
Physical Examinations	80	0	80	0
Volunteer Travel	48,555	8,569	26,022	13,964
Supplies	0	0	0	0
Contractual Service	0	0	0	0
Other: Recognition	1,500	1,500	0	0
Other Allowable Costs	1,400	0	1,400	0
		0	0	0
Subtotal	\$127,980	\$18,531	\$95,485	\$13,964
GRAND TOTALS	\$231,720	\$24,833	\$105,275	\$101,612
PERCENT OF TOTAL COST	100%	11%	45%	44%
COMPUTATION OF GRANT				
1. Estimated Total Cost	\$231,720	8. Federal/State Shares will be Comprised of:		
2. Non-federal/state share of net cost.....	\$101,612	a. Grant unearned in previous	Federal:	
		project year(s).....	State:	
		b. Carry Over.....	Federal:	
			State:	
3. Federal share of net cost	\$24,833	c. New Obligational	Federal:	
4. State Share of Net Cost	\$105,275	Authority Herein Awarded.....	State: \$105,275	

NOTIFICATION OF GRANT AWARD

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

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

The Grantee organization is responsible for retaining records of all federal and/or state accounts as follows:

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

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

ALTSD Authorizing Official:

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

Signature:

Signature:

Javier M. Gonzales, Mayor

Signature:

**STATE AGENCY ON AGING NOTIFICATION OF GRANT AWARD (NGA)
RETIRED AND SENIOR VOLUNTEER PROGRAM**

NGA DATE: May 6, 2014

GRANTEE: City of Santa Fe ADDRESS: PO Box 909 Santa Fe, NM 87504-0909 PHONE: 505- 955-4760		APPROVED BUDGET FOR THE PERIOD: FROM: July 1, 2014 TO: June 30, 2015 TYPE OF GRANT OR ACTION: New or Cont.: XX Revision:		
BUDGET CATEGORY	TOTAL	FEDERAL	STATE	LOCAL
VOLUNTEER SUPPORT EXPENSES:				
Personnel	64,836	14,862	16,356	33,618
Fringe Benefits	32,628	7,673	13,059	11,896
Staff LOCAL Travel	500	200	300	0
Staff LONG DISTANCE Travel	1,445	590	855	0
Equipment	0	0	0	0
Supplies	1,483	611	872	0
Contractual Service	500	200	300	0
Other: Communications	0	0	0	0
Printing	0	0	0	0
Space and Utilities	0	0	0	0
Other Allowable Costs	0	0	0	0
InDirect Costs	0	0	0	0
Subtotal	\$101,392	\$24,136	\$31,742	\$45,514
VOLUNTEER EXPENSES:				
Personnel: Stipends	0	0	0	0
Fringe Benefits:				
Meals	300	0	300	0
Uniforms	0	0	0	0
Insurance	3,152	746	2,406	0
Physical Examinations	0	0	0	0
Volunteer Travel	1,650	600	1,050	0
Supplies	0	0	0	0
Contractual Service	0	0	0	0
Other: Recognition	10,732	3,230	7,502	0
Other Allowable Costs	1,200	200	1,000	0
Subtotal	\$17,034	\$4,776	\$12,258	\$0
GRAND TOTALS	\$118,426	\$28,912	\$44,000	\$45,514
PERCENT OF TOTAL COST	100%	24%	37%	38%
COMPUTATION OF GRANT				
1. Estimated Total Cost	\$118,426	8. Federal/State Shares will be Comprised of:		
2. Non-federal/state share of net cost.....	\$45,514	a. Grant unearned in previous Federal: project year(s)..... State:		
3. Federal share of net cost	\$28,912	b. Carry Over..... Federal: State:		
4. State Share of Net Cost	\$44,000	c. New Obligational Federal: Authority Herein Awarded..... State: \$44,000		

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.

- X 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.
- X 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.
- X 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.
- X 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.
- X 5. Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.
- 6. Percentages indicated on this Notification of Grant Award are adjustable at year end based on the amount of program income earned and expended. All program income must be expended within the program period indicated on page 1.

The Grantee organization is responsible for retaining records of all federal and/or state accounts as follows:

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

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

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

ALTSD Authorizing Official:

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

Signature:

Signature: **Javier M. Gonzales, Mayor**

Signature:

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.
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- 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.
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ALTSD Authorizing Official:

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

Signature:

Javier M. Gonzales, Mayor

Signature:

Signature:

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME				DATE
Comm Svcs/Senior Services/Volunteer Programs				05/20/2014
ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER <small>(Finance Dpt. Use Only)</small>	INCREASE	DECREASE
FGP Revenue - State	21526.490240		9,000.00	
RSVP Revenue - State	21527.490240			(2,000.00)
SCP Revenue - State	21519.490240			(15,961.00)
TOTAL			9,000.00	17,961.00

JUSTIFICATION: (use additional page if needed)

Adjust revenues to reflect the Notice of Grant Award appropriations, per our Federal and State funding sources (grantors) for Fiscal Year 2014-2015.

SCB - 5-21-14

<p><i>Melanie Lopez</i> 5/28/14 Prepared By Date</p> <p><i>Ron J. Vialpando</i> 5/28/14 Division Director Date</p> <p><i>Francis J. Piro</i> 5-23-14 Department Director Date</p>	<p>CITY COUNCIL APPROVAL</p> <p>City Council Approval Required <input type="checkbox"/></p> <p>City Council Approval Date <input type="text"/></p> <p>Agenda Item #: <input type="text"/></p>	<p><i>Carl P. Moran</i> 5/28/14 Budget Officer Date</p> <p><i>Francis J. Piro</i> 5/28/14 Finance Director Date</p> <p>City Manager Date</p>
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