



DATE:

July 2, 2024

TO:

John W. Blair, City Manager

VIA:

Maria Sanchez Tucker, Community Services Department Director

Maria Tucker (Aug 15, 2024 12:25 MDT)

FROM:

Manuel Sanchez, Senior Services Division Director

ITEM AND ISSUE:

Request for Approval of Senior Employment Program (SEP) Host Agency Sub Award #2024-25-60026-S with North Central New Mexico Economic Development District Non-Metro Area Agency on Aging (NCNMEDD NMAAA) for One Part-Time Community Service Assignment in the Total Amount of \$15,808.00 Through June 30, 2025; Manuel Sanchez, Senior Services Division Director mnsanchez@santafenm.gov, 505-955-4710.

i. Request for Approval of a Budget Amendment Resolution (BAR) Decreasing FY25 Revenue and Expenses for the AAA SEP award.

BACKGROUND AND SUMMARY:

This contract is 100% State dollars that will be used to pay the wages of our eligible part-time senior citizen contract employee for the Division of Senior Services Nutrition Program during fiscal year 2025.

CONTRACT NUMBER:

The FY25 Munis contract number is Project Ledger # COM2524105

FUNDING SOURCE:

The funding source is via a reimbursable NCNMEDD NMAAA Grant #2024-25-60026-S

Fund Name/Number: SENCITZGRT/241

Munis Org Name/Number: Area Agency on Aging-State-IFT/490710

Senior Center Programs/2410111

Munis Object Name/Number: Salaries (Temporary)/500750

ACTION REQUESTED:

The Community Health and Safety Department respectfully requests your review and approval.

ATTACHMENTS:

Senior Employment Program (SEP) Host Agency Sub Award #2024-25-60026-S Procurement Checklist Summary of Contracts Project Ledger Request Approved Form SEP Budget Adjustments Request

Log # (Finance use only):	
Journal # (Finance use <u>only</u>):	

City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME Community Health and Safety/ Senior Services					DATE	
Community	Health and S	Safety/ Senior	Services			7/2/2024
ITEM DESCRIPTION	ORG	OBJECT		PROJECT	INCREASE	DECREASE
EXPENDITURES					(enter as positive #)	(enter as <u>negative</u> #)
Salaries (Temporary)	2410111	500750	C	OM2524105		(18,129)
	2410111	300730		SW2324 103		(10,123)
		-				_
	_					
REVENUES					(enter as <u>negative</u> #)	(enter as <u>positive</u> #)
Area Agncy on Aging-State-IFT	2410111	490710	C	DM2524105		18,129
Area Adirey on Adirig-State-IF1	2410111	450/10	C(JWI2524 105		10,129
77.2						-
					_	
JUSTIFICATION: (use additional page if needed)						
-Attach supporting documentation/memo					\$ -	s -
New Mexico Non Metto Area Agency on Aging Senior Employm	ent grant awa	rd reduction.				below if BAR results
					in a net chann	e to ANY Fund) Fund Balance
					Fund(s) Affected	Increase/(Decrease)
	Also this	form for Finance	Committee	14 / // 1	TOTAL:	0
Manuel Sanchez 7/2/2024		uncil agenda ite		Andy Hopkins	•	Aug 12, 2024
Prepared By (print name) Date	CITY	C <u>OUN</u> CIL A <u>PI</u>	PROVAL	Budget Officer		Date
Division Director Signature (optional) Date	City Council Approval Date	07/8		Finance Director {≤ \$5,	000)	Date
Haria Tucker (Aug 12, 2024 09:06 MDT) Aug 12, 2024				John Blair		Sep 16, 2024
laria Tucker (Aug 12, 2024 09:06 MDT) Department Director Signature Date	Agenda item #:			John Blair (Sep 16, 2024 17:08 City Manager (\$ \$60,00	MDT)	Date



City of Santa Fe Summary of Contract, Agreement, Amendment & Lease

1.a Munis Contract:	Procurement # (RFP/ITB#	If any):
	ew Mexico Economic Developr	ment District-Non Metro AAA
Procurement Method: Small Purchase	RFP ITB Sale Source GS.	
Description/Title: NCNMEDD Non-M	etro AAA Senior Employment Progra	m Grant award in the amount of \$15,808.00.
Description/ Title.		
ontract: Agreement: O	Lease/Rent: O Amendme	nt:O
rm Start Date: 07/01/2024	Term End Date: 06/30/2025	Total Contract Amount: \$15,808.00
Approved by Council (#6	over the City Manager's approval threshold, you must go	through GB)
Contract / Lease: 2024-2025-600)26-S	
		nal Contract/Lease #
rease/(Decrease) Amount \$:		
end Expiration Date to:		
	the original went through GB, all amendments must go to regardless of the amendment reason)	
	regardless of the amendment reason)	Date
Amendment is for:		
This contract is 100% State	e dollars that will be used to pay	porate (option: attach spreadsheet if multiple amendme by the wages of our eligible part-time Services Nutrition Program during
This contract is 100% State senior citizen contract emp fiscal year 2025	e dollars that will be used to pay loyee for the Division of Senior	
This contract is 100% State senior citizen contract emp	e dollars that will be used to pay loyee for the Division of Senior	y the wages of our eligible part-time
This contract is 100% State senior citizen contract emp fiscal year 2025	e dollars that will be used to pay loyee for the Division of Senior	y the wages of our eligible part-time
This contract is 100% State senior citizen contract emp fiscal year 2025 3. Procurement History: Purchasing Officer Revi	e dollars that will be used to pay loyee for the Division of Senior ew:	y the wages of our eligible part-time Services Nutrition Program during Date:
This contract is 100% State senior citizen contract emp fiscal year 2025 3. Procurement History: Purchasing Officer Revi Comment & Exceptions 4. Funding Source: Area Agence	e dollars that will be used to pay loyee for the Division of Senior ew:	y the wages of our eligible part-time Services Nutrition Program during Date: Org / Object: 2410111/500750
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This contract is 100% State senior citizen contract emp fiscal year 2025 3. Procurement History: Purchasing Officer Revi Comment & Exceptions 4. Funding Source: Area Agence Andy Hapkins Budget Officer Approval Comment & Exceptions: 5. Grant History (if applicable):	ew: ew: cy on Aging-State-IFT/490710 : oval: m: Theresa Trujillo Email: tptrujillo@santafenm.	Date: Org / Object: 2410111/500750 Aug 12, 2024 Date: Date Phone #: 505-955-4745



City of Santa Fe New Mexico

Finance Department





210J0012000	50. 1004 100. 1 01
Date of Request: 07/02/2024	Project ID: COM254105
Project Title: NCNMEDD NMAAA Senior Employment Progr	Grant ID: S2507
Project Type: CIP Grant Internal Trace	Approved By: BSG/ MB 7/19/24 cking (Finance Use Only)
Department: Comm. Services/Seniors Project	Manager: Yvette Sweeney Ext: 4739
Project Date Range: 07/01/2024 10 06/30/2025	Create Fixed Asset
Multi-Funding (complete all funding sources,	, should equal 100%)
Funding Source: Area Agency on Aging-State-IF	T % of Funding: 100
	490710 Awarded Amount: \$15,808.00
Funding Source:	% of Funding:
MUNIS ORG: MUNIS OBJ:	Awarded Amount:
Expense String Phase:	
	s can be used as an additional level of tracking, for example sed as reimbursable types, such as transportation, salaries.
(You can create more than one phase and you can de	fault MUNIS ORGs and OBJs, optional)
Phase: 1 MUNIS ORG: 2	2410111 MUNIS OBJ: 500750
Grants Only (list all grants if applicable):	
Grantor Name: NCNMEDD NMAAA	Awarded Amount: \$15,808.00
AR Charge Code: 2410111.490710	Grant funds multiple projects
Grantor Id: 2024-25-60026-S Federal C	(Complete a form for each project) CFDA (if applicable):
Grantor Name:	Awarded Amount:
AR Charge Code:	Grant funds multiple projects (Complete a form for each project)
Grantor Id: Federal C	

Attached Grant Documentation

(If grants please provide all grant award documents with form)

ORG	ORG TITLE	08)	ОВЈ ТІТСЕ	MUNIS INPUT BUDGET	State	Federal	Local
					No. of the last		Washington and Street
10111	2410111 Senior Center Programs	500004	500004 Vacancy Credit-Salaries	(23,175)		SEP	
10111	2410111 Senior Center Programs	200005	Vacancy Credit-Benefits	(12,790)			
10111	2410111 Senior Center Programs	500110	Salaries (General)	386,256			
10111	2410111 Senior Center Programs	500750	500750 Salaries (Temporary)	15,808	15,808 \$ 15,808.00		

Signature: Matthlew Bonifer
NauthenBoning(puls, 2024, 1859, 1877)
Email: mtbonifer@santafenm.gov

Contract No: 2024-2025-60026-S

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

SENIOR EMPLOYMENT PROGRAM HOST AGENCY SUB AWARD

This Agreement is made and entered into this 1st day of July 2024 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 Santa Fe, hereinafter referred to as the "Host Agency".

IT IS AGREED BETWEEN THE PARTIES:

1. SCOPE OF WORK

The Host Agency will administer a State Funded Senior Employment Program following established New Mexico Aging & Long-Term Services Department (ALTSD) and the NCNMEDD Non-Metro AAA Employment Program Guidelines, which are incorporated by this reference, and by other policies and procedures relating to the ALTSD Employment Program. The Host Agency will, through this contract, offer part-time community service assignments to persons who are 55 years of age or older, residents of New Mexico, and have a gross family income that meets the income eligibility requirements specified in the Older Americans Act §518 Paragraphs (3) and (4) and 20 CFR Part 641; and have participated in SEP for less than 48 months (4 years) since July 1, 2023. Responsibilities will include:

- A. The Host Agency will hire and maintain individuals enrolled in the State funded Senior Employment Program.
- B. The Host Agency will pay wages that are at least the federal, state, or local minimum wage, whichever is higher, for community service assignments. Total hours shall not exceed twenty (20) hours per week, unless previously authorized in writing by the Agency.
- C. The Host Agency shall ensure that all enrollees receive employment-related training and shall:
 - i. Establish an Individual Employment Plan (IEP) for each enrollee.
 - ii. Base the plan on each enrollee's employment goal.
 - iii. Establish steps in the IEP for each enrollee to reach their goal, including training and supportive services.
 - iv. Implement the steps established in the IEP.
 - v. Review and update the IEP at least once per year.
- D. The Host Agency shall provide enrollees with sick, administrative, and holiday leave, a physical examination, and workers' compensation insurance.

- i. Annual Physical Examination: All enrollees are offered a physical examination at no cost at enrollment and each succeeding year. The results are provided only to the enrollee; the Host Agency simply pays the cost. Enrollees who decline physical exams are asked to sign "waivers" of this benefit.
- ii. Sick Leave-accrued sick leave will not be paid upon exit from the program and will not carry over from one program year to the next. The Host Agency shall maintain a record of hours earned and used.
- iii. Holiday Leave: If a Host Agency is closed for any holiday on which an enrollee is scheduled to train, the enrollee is to be paid as scheduled. If a Host Agency is open on a holiday, the enrollee is expected to report for training as scheduled. If an enrollee is not scheduled to train on a day that is a holiday, the enrollee will have the day off, but will not be paid for the day.

E. Leave Without Pay:

- i. An enrollee may be absent from his or her community service assignment for an extended period for health reasons. When his/her accrued sick leave is exhausted, an enrollee may be allowed up to four (4) pay periods (eight weeks) of leave without pay. If the enrollee can return to training within four pay periods, he/she is eligible to return without re-applying.
- ii. An enrollee may be assigned to a new Host Agency after such an absence, depending upon medical restrictions. If the enrollee is unable to return after eight weeks, he/she will be exited from the program but is eligible to re-apply. Re-application will be processed as if the enrollee were any other applicant, with a new start date. Any accrued leave time will be forfeited.
- iii. For other reasons: Leave without pay for other reasons may be granted for up to two pay periods (four weeks) with prior approval of both the Host Agency supervisor and Agency Director (Non-Metro AAA).
- F. Administrative Leave: This benefit is granted by the Non-Metro AAA for up to five consecutive days if any of the following occur:
 - i. An enrollee has suffered a traumatic job-related incident and needs respite or treatment.
 - ii. An enrollee poses a threat to him/herself or to others (leave is to be granted immediately and local law enforcement notified).
 - iii. An enrollee is needed to provide aid and relief to a community suffering from a disaster.
 - iv. An enrollee has a scheduled job interview.
 - v. An enrollee is chosen to serve on a jury or as an expert witness in a legal proceeding during regularly scheduled training hours (any payment received for these services must be remitted to the Employment Programs Bureau).

- vi. Special situations, such as a death in the family or similar times when the host agency would normally grant such leave.
- G. Workers' Compensation Insurance: The SEP covers enrollees under the provision of the New Mexico Workers' Compensation Act. As such, it is very important that the tasks assigned to each enrollee and the time and days the enrollee is training is identified and documented. Workers' Compensation Insurance may cover the following:
 - i. 100% of all medical expenses incurred for job-related accidents or illness.
 - ii. Weekly indemnity payments if an enrollee is forced out of training by an injury for more than seven days.
 - iii. Funeral expenses; and
 - iv. Death benefits to dependents.
- H. The Host Agency will perform all related personnel and payroll functions properly and completely pursuant to generally accepted accounting principles for <u>1</u> half-time position(s) during the contract period beginning July 1, 2024.
- I. The Host Agency will maintain individual personnel files for each enrollee, containing at the minimum: a completed and signed Program Intake Form, along with documentation verifying, age, family size, and family income; signed and completed forms identified in the Enrollee Intake Packet which is incorporated by this reference; annual eligibility verification; annual physical exam waiver or invoices; an annual supervisory assessment; signed grievance and appeal procedures; updated task descriptions; an Individual Employment Plan; signed "Acknowledgement of Terms of community Service and Training Agreement: and documentation regarding training received during contract period. Signed time sheets with up to date and correct leave balance information must be maintained for review by the Agency and provided as requested.
- J. The Host Agency will prepare and submit monthly financial and quarterly programmatic reports using formats requested by the Agency. Reports will be due the 5th day following the end of the preceding month or quarter for which the report is being prepared. Documentation of hours worked, leave accruals, by enrollee will be provided upon request by the Agency.
- K. The Host Agency will provide training and assistance to work sites. Training efforts may be coordinated with the Agency.
- L. The Host Agency will provide training, counseling, and other supportive services to each enrollee and will maintain documentation of each activity performed.
- M. The Host Agency will train and supervise enrollees as employees, entitled to all rights, privileges, and responsibilities contained within the Host Agency Personnel Policies except for Health Insurance, Pension Plan Benefits and Unemployment Benefits.
- N. The Host Agency will report all on-the-job accidents by calling the Agency within twenty-four (24) hours. Complete a workers' compensation report of the accident and provide all requested follow-up. Payment and reporting are the responsibility of the Host Agency.

- O. The Host Agency will ensure supervisors and necessary staff, as determined by the Agency, are available for annual on-site assessment and monitoring visits conducted by the Agency.
- P. The Host Agency will establish a work schedule with the enrollee and adhere to that schedule to the extent possible.
- Q. The Host Agency will ensure that enrollee(s) do not donate or volunteer extra hours at work sites unless the volunteer work is substantially different than that required by their subsidized positions. Evidence of assurance will be demonstrated by enrollee signature on the "Acknowledgement of Terms of Community Service and Training Agreement".
- R. The Host Agency will provide the enrollee with job-related orientation on a timely basis, day-to-day direct supervision, instruction, training, and supportive services.
- S. The Host Agency will conduct and document an annual evaluation of the enrollee's job performance.
- T. The Host Agency shall ensure that enrollees do not engage in political or religious activities on subsidized time.
- U. The Host Agency will update job task descriptions and schedules, at least annually.
- V. The Host Agency will re-certify the eligibility of the enrollees on an annual basis and submit by April 30, 2025, to the Agency for review and approval.
- W. The Host Agency will communicate regularly with the enrollee regarding his/her job performance and document such communication in the enrollee's personnel file. Both strengths and deficiencies should be documented.
- X. The Host Agency will furnish any tools, equipment, and supplies required by the enrollee to perform his/her assignments with the Host Agency.
- Y. The Host Agency will provide enrollees with a workplace that is safe, pleasant, healthy, and free from drugs and alcohol.
- Z. The Host Agency will provide time, if necessary, during the enrollee's work schedule to attend enrollee meetings, training, and job interviews.
- AA. The Host Agency will not displace or replace existing employees with an enrollee by reducing hours, employment benefits, layoffs, or requiring the enrollee to perform the work duties of a person on layoff status.
- BB. The Host Agency will notify the Agency of any changes that may affect the enrollee's eligibility such as marital status, family size, income, or other employment.
- CC. The Host Agency will notify the Agency within twenty-four (24) hours of any enrollee resignations, terminations, or vacancies.
- DD. The Host Agency will cooperate and coordinate with the Agency regarding any Older Worker initiatives including publicity in the community regarding the program, developing waiting lists, or identifying eligible applicants for future placement.
- EE. The Host Agency will ensure compliance with the New Mexico Caregivers Criminal History Screening Act, as applicable.

- FF. The Host Agency shall provide grievance and appeal procedures to enrollees at the time of enrollment and with any notice of disciplinary action or program ineligibility. A signed copy of such document will be submitted to the Agency.
- GG. The Host Agency will ensure that enrollees do not participate in SEP for more than 48 months (four years) starting July 1, 2023, and shall notify enrollees in writing at least 30 days before their durational limit.

To assist the Host Agency, the Agency will:

- A. Provide consultation and technical assistance, as requested by the Host Agency.
- B. Conduct monitoring visits and/or assessment at least once annually for purposes of determining continued enrollee eligibility and Host Agency compliance with required rules and regulations.
- C. Provide training to supervisors and enrollees on the rules and regulations of the program.
- D. Review the re-certification documents of the enrollee on an annual basis, to ensure eligibility.
- E. Provide assistance to the Host Agency and enrollee in an effort to obtain unsubsidized employment for said enrollee.
- F. Establish and maintain staff to perform management functions of the program.

2. COMPENSATION AND METHOD OF PAYMENT

The Agency will reimburse the Host Agency an amount not to exceed \$15,808.00 for the provision of Senior Employment Program host agency services.

- A. Reimbursement Process: The Agency will provide payment for services to the Host Agency as follows:
 - i. The Host Agency shall submit timely and accurate information necessary for reimbursement.
 - ii. The Host Agency shall invoice the Agency on or before the 5th business day of the month for prior month expenditure using the OAA-SYS system provided by the Agency. The Agency may extend this date on a case-by-case basis if the Host Agency reports a hardship. However, the Agency will not accept, process, or pay invoices submitted fifteen (15) days or more after the deadline until the next reimbursement cycle if within the fiscal year.
 - iii. Invoicing shall include supporting documentation to validate reported expenses to include a completed Senior Employment Program Monthly Detail Report, provided by the Agency and enrollee timesheets.

- B. Payments to the Host Agency 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 Host Agency. The Host Agency agrees to hold the Agency harmless against all audit exceptions arising from the Host Agency's violation and shall make restitution to the Agency of such amounts of money due to the Host Agency's non-compliance.
- C. Payments to the Host Agency are encouraged to be made electronically through the Automated Clearing House (ACH) Network.

3. TERM

This Agreement shall begin on July 1, 2024, and terminate on June 30, 2025, unless terminated pursuant to Paragraph 4, below.

4. TERMINATION

A. This Agreement may be terminated by the Agency or Host Agency, with or without cause upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination.

The Agency may terminate this Agreement immediately, upon written notice to the Host Agency, if the Host Agency becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Host Agency or any of its officers, employees or agents endangers enrollees, or if any of its officers, employees, or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein, or if the Host Agency fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Section 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Host Agency's default or breach of this Agreement.

B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Host Agency, the Host Agency 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 enrollee records generated under this Agreement.

5. APPROPRIATIONS

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

6. STATUS OF HOST AGENCY

The Host Agency, its agents, and employees are independent contractors performing services for the Agency and are not employees of the Agency. The Host Agency, 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 Host Agency acknowledges that all sums received hereunder are reportable for income tax purposes.

7. ASSIGNMENT

The Host Agency 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 Host Agency shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the 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. The Host Agency agrees not to purport to bind the Agency to any obligation not assumed herein unless the Host Agency has express written authority to do so, and then only within the strict limits of that authority.

10. CONFIDENTIALITY

Any information provided to or developed by the Host Agency in performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Host Agency 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. Host Agency 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.

11. PRODUCT OF SERVICE-COPYRIGHT

All materials developed or acquired by the Host Agency, 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 Host Agency, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Host Agency.

12. CONFLICT OF INTEREST

The Host Agency 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 this Agreement. The Host Agency 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.

13. AMENDMENT

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

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. 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, Host Agency 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.

17. WORKERS COMPENSATION

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

18. RECORDS AND FINANCIAL AUDIT

The Host Agency 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 Aging and Long-Term Services Department, 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 Host Agency receives federal funds subject to the Single Audit Act, the Host Agency shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

19. 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.

20. 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.

21. 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.

22. 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 Non-Metro AAA Neil Segotta, AAA Director 644 Don Gaspar Santa Fe, NM 87505

HOST AGENCY:

City of Santa Fe Manuel Sanchez, Senior Services Director PO Box 909 Santa Fe, NM 87504

23. AUTHORITY

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

24. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2024.

City of Santa Fe	NCNMEDD Non-Metro Area Agency on Aging		
Legal Name of Host Agency	Name of Agency		
John Blair	Monica Abeita-Executive Director		
Printed/Typed Name of Signatory	Printed/Typed Name of Signatory		
John Blair John Blair (Sep 16, 2024 17:08 MDT)	Monica abeita		
Signature	Signature		
Sep 16, 2024	July 1, 2024		
Date	Date		

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Grant as of the date of the signature by the required approval authorities below.

John Blair
John Blair
John Blair
John Blair (Sep 16, 2024 17:08 MDT)

JOHN BLAIR, CITY MANAGER

DATE: Sep 16, 2024

ATTEST:

JOHN BLAIR, CITY MANAGER

GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Sep 5, 2024

REBECCA MNUK-HERRMANN, ASSISTANT CITY ATTORNEY

Sep 15, 2024

Omily K. Oster

EMILY OSTER, FINANCE DIRECTOR

CoSF V3 10.17.2023

SEP-25 CM Packet

Final Audit Report 2024-09-16

Created: 2024-09-13

By: Justin Gonzales (jmgonzales@santafenm.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAC9WpYF84zkGlOt3DLJ9FFZOJBBcPpaQo

"SEP-25 CM Packet" History

Document created by Justin Gonzales (jmgonzales@santafenm.gov) 2024-09-13 - 5:33:26 PM GMT- IP address: 63.232.20.2

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Email viewed by EMILY OSTER (ekoster@santafenm.gov) 2024-09-16 - 3:40:23 AM GMT- IP address: 104.47.65.254

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Signer JOHN BLAIR (jwblair@santafenm.gov) entered name at signing as John Blair 2024-09-16 - 11:08:05 PM GMT- IP address: 63.232.20.2

Document e-signed by John Blair (jwblair@santafenm.gov)

Signature Date: 2024-09-16 - 11:08:07 PM GMT - Time Source: server- IP address: 63,232,20,2

Agreement completed.
 2024-09-16 - 11:08:07 PM GMT



