

# City of Las Cruces<sup>®</sup>

PEOPLE HELPING PEOPLE

## Council Action and Executive Summary

Item # 11 Ordinance/Resolution# 10-233 Council District: All City

For Meeting of March 15, 2010  
(Adoption Date)

**TITLE:**

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A NUTRITION SERVICE INCENTIVE PROGRAM (NSIP) AGREEMENT AMENDMENT FROM THE NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT NON-METRO AREA AGENCY ON AGING FOR FISCAL YEAR 2009/2010 IN THE AMOUNT OF \$59,646 AND TO ADJUST THE FISCAL YEAR 2009/2010 CITY BUDGET.**

**PURPOSE(S) OF ACTION:** A resolution accepting a Nutrition Service Incentive Program (NSIP) Agreement Amendment No. 1 for cash-in-lieu of commodities for FY 2010 in the amount of \$59,646 for the Senior Nutrition Program for the period of July 1, 2009 through June 30, 2010.

Name of Drafter: Shelley Medell <i>Shelley Medell</i>		Department: Public Services/Senior Programs		Phone: 528-3000	
Department	Signature	Phone	Department	Signature	Phone
Originating Department	<i>Shelley Medell</i>	528-3477	Budget	<i>Richard Schubert</i>	2300
			Assistant City Manager	<i>Richard Schubert</i>	2271
Legal	<i>Ry. Med. Medell</i>	541-2128	City Manager	<i>Richard Schubert</i>	2076

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

On August 17, 2009, City Council approved Resolution 10-061 authorizing the City of Las Cruces to accept a grant award in the amount of \$84,347 from the North Central New Mexico Economic Development District Area Agency on Aging (NCNMEDD/AAA) for cash-in-lieu of commodities for the City of Las Cruces Senior Nutrition Program.

The attached amendment increases the FY 09-10 Nutrition Service Incentive Program appropriation for the Senior Nutrition Program from \$84,347 to \$143,993 thereby increasing the total dollar amount by \$59,646 for the contract period July 1, 2009, through June 30, 2010.

This partial allocation will be applied directly to the purchase of food for the Senior Nutrition Program. Of this amount, sixty (60) percent is budgeted for home delivered meals and forty (40) percent for congregate meals.

(Continue on additional sheets as required)

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

**SUPPORT INFORMATION:**

Fund Name / Account Number	Amount of Expenditure	Budget Amount
Cash-In-Lieu of Commodities/21200030-552017-30600- Revenue	\$59,646	\$59,646
Cash-In-Lieu of Commodities USDA Commodities/ Congregate/21205090-730620-30600	\$23,858	\$23,858
Cash-In-Lieu of Commodities USDA Commodities/Home Delivered Meals/21205100-730620-30600	\$35,788	\$35,788

1. Resolution.
2. Exhibit "A"—North Central New Mexico Economic Development District Non-Metro Area Agency on Aging Nutrition Service Incentive Program (NSIP) Agreement Amendment No. 1, Contract No. 2009-10 64014.
3. Exhibit "B"—Budget Adjustment

**OPTIONS / ALTERNATIVES:**

1. If approved, the funding will be used to purchase program food for the Congregate and Home Delivered Meals Program.
2. If not approved, the Nutrition Program will operate at a reduced level of funding and/or suspend meal services.
3. Council may direct modification of the contracts and/or provide staff with alternate direction for meal services.

**RESOLUTION NO. 10-233**

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A NUTRITION SERVICE INCENTIVE PROGRAM (NSIP) AGREEMENT AMENDMENT FROM THE NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT NON-METRO AREA AGENCY ON AGING FOR FISCAL YEAR 2009/2010 IN THE AMOUNT OF \$59,646 AND TO ADJUST THE FISCAL YEAR 2009/2010 CITY BUDGET.**

The City Council is informed that:

**WHEREAS**, on August 17, 2009, City Council approved Resolution 10-061 authorizing the City of Las Cruces to accept a grant award in the amount of \$84,347 from the North Central New Mexico Economic Development District Area Agency on Aging (NKNMEDD/AAA) for cash-in-lieu of commodities for the City of Las Cruces Senior Nutrition Program; and

**WHEREAS**, the attached amendment increases the FY 2010 Nutrition Service Incentive Program appropriation from \$84,347 to \$143,993, thereby increasing the total dollar amount by \$59,646 for the contract period July 1, 2009, through June 30, 2010; and

**WHEREAS**, this partial allocation will be applied directly to the purchase of food for the Senior Nutrition Program as follows: sixty (60) percent for home delivered meals and forty (40) percent for congregate meals; and

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

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

Resolution No. 10-233, con't.  
Page 2

THAT the Mayor is authorized to sign the Nutrition Service Incentive Program Agreement Amendment No. 1, Contract No. 2009-10-64014 from the North Central New Mexico Economic Development District Non-Metro Area Agency on Aging for Fiscal Year 2009/2010 designated as Exhibit "A," attached hereto and made a part of this Resolution.

(II)

THAT the City of Las Cruces Fiscal Year 2009/2010 City budget is hereby adjusted as designated in Exhibit "B," attached hereto and made a part thereof.

(III)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

APPROVED:

(SEAL)

\_\_\_\_\_  
Mayor

ATTEST:

VOTE:

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

Mayor Miyagishima: \_\_\_\_\_  
Councillor Silva: \_\_\_\_\_  
Councillor Connor: \_\_\_\_\_  
Councillor Pedroza: \_\_\_\_\_  
Councillor Small: \_\_\_\_\_  
Councillor Sorg: \_\_\_\_\_  
Councillor Thomas: \_\_\_\_\_

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

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

APPROVED AS TO FORM:

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

Contract No. 2009-10 64014

**NORTH CENTRAL NEW MEXICO  
ECONOMIC DEVELOPMENT DISTRICT  
NON-METRO AREA AGENCY ON AGING  
NUTRITION SERVICE INCENTIVE PROGRAM (NSIP) AGREEMENT**

**AMENDMENT NO. 1**

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

1. Purpose of Amendment. The purpose of the Amendment is to:
  - A. Revise the contract amount from \$84,347 to \$143,993 thereby increasing the total dollar amount by \$59,645
  
2. Changes to Contract. The following changes are amendments to the contract:
  - A. Paragraph II. A. Compensation is amended to read: The total amount payable to the Contractor under this Agreement shall not exceed \$143,993 for eligible meals served during the period July 1, 2009 through June 30, 2010, regardless of funding sources, to eligible participants and their spouses.
  
3. All other clauses in the original Agreement will remain unchanged and together with this Agreement constitute the entire Agreement between the Contractor and NCNMEDD, Non-Metro AAA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates listed below.

City of Las Cruces  
Legal Name of Vendor/Contractor

NCNMEDD Non-Metro AAA  
Name of Area Agency on Aging

\_\_\_\_\_  
Signature

*Barbara Deaux*  
Signature

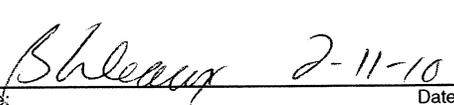
\_\_\_\_\_  
Printed/Typed Name of Signatory

Barbara Deaux, Executive Director  
Printed/Typed Name of Signatory

\_\_\_\_\_  
Date

2-11-10  
Date

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

GRANTEE: Las Cruces, City of ADDRESS:		APPROVED BUDGET FOR THE PERIOD			Type of Grant or Action		NGA DATE
PHONE:		FROM: 07/01/2009 TO: 06/30/2010			New/Cont: X Revision: Other:		12/01/09
Indirect Cost % of \$	Fund: 210 Title of Project: NSIP						
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)	\$143,993.00	0.00				\$143,993.00	
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	\$143,993.00	\$0.00				\$143,993.00	
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 .....		\$143,993.00		a. Federal/State grant			
2. LESS Anticipated Project Income .....		\$0.00		uneamed in previous	FY Federal:	0.00	
3. Estimated Net Cost .....		\$143,993.00		project year(s)	FY State:	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 .....		\$143,993.00		Authority Herein	FY Federal:	\$59,645.00	
7. State Share of Net Cost .....		\$0.00		Awarded			
<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"> <li>1. Keep adequate and complete financial records, and to report promptly and fully to the Area Agency.</li> <li>2. If a federal and/or state audit has not been made within three (3) years after project termination, project records may then be destroyed, on approval of the Agency.</li> <li>3. In all cases, an over-riding requirement exists to retain records until resolution of any audit questions relating to individual grants.</li> <li>4. Non-federal resources must be contributed equally to the percentage of the non-federal share of actual net costs for a project year. If a Grantee reports federal and/or state cash received but unearned on the final project report for a project year, the Grantee then owes the Area Agency this amount. This amount may constitute a cash advance on any funds awarded to the Grantee by the Area Agency for the following project year.</li> <li>5. The disposition of unearned portions of federal and/or state funds at the end of the project year shall be made in accordance with current state policies.</li> <li>6. Unearned federal and/or state cash at the time the project is terminated shall be returned in full to the Area Agency.</li> <li>7. All obligations will be liquidated within 30 days after the end of the project year and before final program and financial reports are submitted.</li> <li>8. Inventory of project equipment will be maintained and submitted as requested.</li> <li>9. Project records will be preserved and kept available to federal and state auditors at the primary offices of the Grantee.</li> </ol>							
Signature of Area Agency on Aging Authorizing Official:				We, the undersigned officers of the Grantee organization, certify that we are in agreement with the terms and conditions of this award.			
				Date:			
				Date:			
Signature: _____				Date: 12/1/2009			

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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.
- X 6. Other: 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.
- X 7. Programs must meet the units of services projected to be reimbursed or submit an amended plan detailing reasons why approve units are not being met which must be approved by the NCNMEDD Area Agency on Aging.

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**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 on Aging 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 Area 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 State 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 State 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.

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

NCNMEDD Area Agency on Aging Authorizing

Barbara Deaux, Executive Director

Barbara Deaux 2-11-10

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

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

<b>FUND</b>	<b>DIVISION</b>		<b>FUND TYPE</b>	
<b>Cash in Lieu of Commodities Fund 2172</b>	<b>Public Services</b>		<b>Special Revenue</b>	
	<b>FY 2008/09 Actual</b>	<b>FY 2009/10 Adopted</b>	<b>Adjustment</b>	<b>FY 2009/10 Adjusted</b>
<b>RESOURCES</b>				
Beginning Balance	\$ 3,871	2,528	14,293	16,821
<b>REVENUES</b>				
551054 Cash in Lieu of Commodities	\$ 152,543	140,000	59,646	199,646
<b>Total Revenues</b>	\$ 152,543	140,000	59,646	199,646
<b>Total Resources</b>	\$ 156,414	142,528	73,939	216,467
<b>EXPENDITURES</b>				
<b>Congregate Meals IIIC1 21205090</b>				
Operating	\$ 55,791	57,012	23,858	80,870
Total Org 21205090	55,791	57,012	23,858	80,870
<b>Delivered Meals IIIC2 21205100</b>				
Operating	\$ 83,802	85,516	35,788	121,304
Total Org 21205100	83,802	85,516	35,788	121,304
<b>Total Expenditures</b>	\$ 139,593	142,528	59,646	202,174
<b>ENDING BALANCE</b>	\$ 16,821	0	14,293	14,293