# City of Las Cruces®
PEOPLE HELPING PEOPLE

## Council Action and Executive Summary

**Item #** 13 **Ordinance/Resolution#** 11-087 **Council District:** All City

**For Meeting of** October 4, 2010
(Adoption Date)

**TITLE:**

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A NUTRITION SERVICE INCENTIVE PROGRAM (NSIP) AGREEMENT FOR CASH-IN-LIEU OF COMMODITIES FROM THE NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT NON-METRO AREA AGENCY ON AGING FOR FISCAL YEAR 2010-2011 IN THE AMOUNT OF $119,986, AND TO ADJUST THE CITY BUDGET.**

**PURPOSE(S) OF ACTION:** A resolution to accept a grant award in the amount of $119,986 from the North Central New Mexico Economic Development District Non-Metro Area Agency on Aging for Fiscal Year 2010/2011 and to adjust the City budget.

| **Drafter and Staff Contact:** Shelley Modell, Administrator | | **Department: Public** Services/Senior Programs | | **Phone:** 528-3001 | |
|---|---|---|---|---|---|
| **Department** | **Signature** | **Phone** | **Department** | **Signature** | **Phone** |
| Department Director | | 528-3477 | Budget | | 541-2107 |
| Other | | | Assistant City Manager | | 541-2271 |
| Legal | | 541-2128 | City Manager | | 541-2076 |

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

The City of Las Cruces Senior Nutrition Program receives funds for the purchase of food through the U. S. Department of Agriculture's Nutrition Service Incentive Cash-in-Lieu of Commodities Program. In lieu of receiving USDA surplus food products the City receives a cash reimbursement. The actual appropriation the City receives is calculated at the average rate of $.5404 per meal for each of the meals served and delivered to eligible participants and their spouses during the period July 1, 2010 through June 30, 2011.

The City of Las Cruces has received an allocation in the amount of $119,986 for Fiscal Year 2011. This 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 2011 City budget is needed to reflect the grant award because the award is $ 24,008 less than the amount estimated in the FY 2011 Budget.

**SUPPORT INFORMATION:**

1. Resolution/Ordinance
2. Exhibit "A"-- North Central New Mexico Economic Development District Non-Metro Area Agency on Aging Nutrition Service Incentive Program Agreement Contract No. 2010-11-64014.
3. Exhibit "B"—Budget Adjustment.

**SOURCE OF FUNDING:**

| | | | |
|---|---|---|---|
| **Is this action already budgeted?** | | | |
| | Yes | ☒ | See fund summary below |
| | No | ☐ | If No, then check one below: |
| | *Budget Adjustment Attached* | ☐ | Expense reallocated from: _____ |
| | | ☐ | Proposed funding is from a new revenue source (i.e. grant; see details below) |
| | | ☐ | Proposed funding is from fund balance in the _____ Fund. |
| **Does this action create any revenue?** | | | |
| | Yes | ☐ | Funds will be deposited into this fund: _____in the amount of $_____. |
| | No | ☒ | There is no new revenue generated by this action. |

**FUND SUMMARY:**

| Fund Name(s) | Account Number(s) | Expenditure Proposed | Available Budgeted Funds in Current FY | Remaining Funds | Purpose for Remaining Funds |
|---|---|---|---|---|---|
| Cash-in-Lieu of Commodities 2172 | 21200030-552017-30600 | $119,986 | $143,994 | ($24,008) | Revenue |
| Cash-in-Lieu of Commodities 2172 | 21205090-730620-30600 | $47,994 | $57,598 | ($9,604) | Congregate Program Food Expenses |
| Cash-in-Lieu of Commodities 2172 | 21205100-730620-30600 | $71,992 | $86,396 | ($14,404) | Home Delivered Food Expenses |

(Continue on additional sheets as required)

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve the funding to provide congregate and home delivered meal services to eligible individuals.

2. Vote "No"; this will not approve the funding and the Nutrition Program may have to suspend meal services.

3. Vote to "Amend"; this could result in operating services at a reduced level of service.

4. Vote to "Table"; this could postpone congregate and homebound meal services.

(Continue on additional sheets as required)

**RESOLUTION NO. 11-087**

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A NUTRITION SERVICE INCENTIVE PROGRAM (NSIP) AGREEMENT FOR CASH-IN-LIEU OF COMMODITIES FROM THE NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT NON-METRO AREA AGENCY ON AGING FOR FISCAL YEAR 2010-2011 IN THE AMOUNT OF $119,986, AND TO ADJUST THE CITY BUDGET.**

The City Council is informed that:

**WHEREAS,** the City of Las Cruces Senior Nutrition Program receives funds for the purchase of food through the U. S. Department of Agriculture's Nutrition Service Incentive Cash-in-Lieu of Commodities Program; and

**WHEREAS,** in lieu of receiving USDA surplus food products the City receives a cash reimbursement calculated at the average rate of $.5404 per meal for each of the meals served and delivered to eligible participants and their spouses during the period July 1, 2010, through June 30, 2011; and

**WHEREAS,** this allocation for Fiscal Year 2010/2011 in the amount of $119,986 will be applied directly to the purchase of food for the Senior Nutrition Program; and

**WHEREAS,** of this amount, sixty (60) percent is budgeted for home delivered meals and forty (40) percent for congregate meals; and

**WHEREAS,** a budget adjustment to the Fiscal Year 2011 City budget is needed to reflect the grant award because the award is $24,008 less than the amount estimated in the FY 2011 budget.

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

Resolution No. 11-087, con't.
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**(I)**

**THAT** the Mayor is authorized to sign the Nutrition Service Incentive Program Agreement Contract No. 2010-11 64014 from the North Central New Mexico Economic Development District Non-Metro Area Agency on Aging for Fiscal Year 2010-2011 designated as Exhibit "A," attached hereto and made a part of this Resolution.

**(II)**

**THAT** the City of Las Cruces Fiscal Year 2010/2011 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:

_____
City Clerk

VOTE:
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. 2010-11 64014**

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

This Agreement is made and entered into this 1st day of July 2010, by and between the North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (NMAAA) hereinafter referred to as the "Agency" and City of Las Cruces, hereinafter referred to as the "Contractor."

**IT IS AGREED BETWEEN THE PARTIES:**

1. **Scope of Work.**
   **The Contractor will:**
   A. Establish procedures to insure that such cash payments are used solely for the purchase of United States agricultural commodities and other foods produced in the United States for use in their feeding operations. No imported foods may be purchased with these funds, e.g. coffee, tea, cocoa, and bananas.
   B. Insure that meals furnished under contractual arrangement with food service management companies, caterers, restaurants, or institutions, contain United States produced commodities or foods at least equal in value to the per meal cash payment.
   C. Insure that meals meet Title III-C standards for nutritional adequacy and sanitation.
   D. **Maintain accounting records for NSIP separate and apart from other accounting records maintained for other nutrition funding sources (i.e., Title III-C1 and C2 and other cash used for raw food).**
   E. Report on a monthly basis to the Agency on forms provided by the Agency and submit such other reports as deemed necessary by the Agency.
   F. Maintain and retain for three years from close of the federal year to which they pertain, complete, and accurate records of all amounts received and disbursed under this Agreement.
   G. Allow the Agency to monitor periodically the Contractor's fiscal accountability of NSIP.
   H. Abide by and comply with the conditions and requirements set forth in Title 45, Part 74 dated August 2, 1978 (Grant Administration); Implementation of OMB Circular No. A110; Uniform Policies). Moreover, the Contractor will abide by Volume 38, No. 181 dated September 19, 1973 (Part II-Administration of Grants) as well as other applicable federal regulations that are currently in effect or will come into effect during the term of this contract.
   I. Ensure meals served meet the following:
   **Congregate Meals** – A hot or other appropriate meal served to an eligible person which meets one-third (1/3) of the dietary reference intakes (DRI) as established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans,

published by the Secretary and the Secretary of Agriculture, and which is served in a congregate setting 5 or more days per week. There are two types of congregate meals:

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

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

J. Ensure eligible participants are assessed and registered in SAMS.

**2. Compensation.**

A. The total amount payable to the Contractor under this Agreement shall not exceed **$119,986** for eligible meals served during the period July 1, 2010 through June 30, 2011 regardless of funding sources, to eligible participants and their spouses.

B. All subsequent payments will be disbursed upon receipt of actual service delivery data from the Contractor.

**3. Gross Receipts Tax**

Not applicable. Tax exempt.

**4. Term**

No terms of this Agreement shall become effective until approved by the Department of Finance and Administration and shall terminate on June 30, 2011, unless terminated pursuant to paragraph 5, infra.

**5. Termination**

A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Vendor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately upon written notice to the Vendor if the Vendor becomes unable to perform the services contracted for, as determined by the Agency, of if, during the term of this Agreement, the Vendor or any of its officers, employees or agents is

indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Vendor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph VI, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Vendor's default or breach of this Agreement. This Agreement also may be terminated by the Vendor upon thirty (30) days written notice to the Agency.

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

**6. Status of Contractor**

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

**7. Assignment**

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

**8. Subcontracting**

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

**9. Records and Audit**

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

Agency to recover excessive, improper, or illegal payments.

B. The Contractor will provide a financial and compliance audit report to the Agency covering the period July 1, 2010 to June 30, 2011. The audit reports provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with generally accepted auditing standards and shall encompass the following provisions.

1. The Contractor, expending $500,000 or more in combined federal funds, shall have an audit conducted in accordance with Revised Circular A-133, which incorporates the 1996 Single Audit Act amendments. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. **The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report. The NCNMEDD, Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report.**
2. Governmental type vendors/contractors expending less than $500,000 in combined federal awards shall be continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program **(Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.)** which facilitates a reconciliation of these audited costs to the final report. **The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.**
3. Non-governmental contractors/vendors expending between $25,000 in federal and state funds combined less than $500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under the Agreement. Federal funds shall not be charged for audit costs under this section. **The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of these audited costs to the final report. The NCNMEDD Non-Metro AAA further requires the inclusion of the final units of services provided and final number of persons**

**served by this agreement. This information may be included within the supplementary section of the audit report.**

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

**10. Appropriations**

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

**11. Release**

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

**12. Product of Services; Copyright**

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

**13 Conflict of Interest**

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

**14. Equal Opportunity Compliance**

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

**15. Non-Discriminating Service Delivery**

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

1. Deny any individual receiving services under this Agreement any service or other benefits provided under the program;
2. Provide any services or other benefits to an individual which is different, than those funded under this Agreement;
3. Subject any individual to segregation or separate treatment in any manner related to his receipt of any services or other benefits provided under the funding for this program;
4. Restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided under this program;
5. Treat an individual differently from others in determining whether he satisfies any eligibility or other requirements or condition which individuals must meet in order to receive any aid, care, services, or other benefits provided under the funding for this program;
6. Deny any individual an opportunity to participate in the program through the provision of services or otherwise afford him/her an opportunity to do so which is different from that afforded others under the program.
7. The Contractor, in determining (1) the types of services or other benefits to be provided under the program, (2) the class of individuals to whom, or the situation in which such services or other benefits will be provided under this program, or (3) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, sexual preference, national origin, or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, color, sex, sexual preference, national origin, or handicap.

**16. Confidentiality**

The use of disclosure by any part of any information concerning a recipient of assistance or service for any purpose not connected with the administration of the Agency's or the Contractor's responsibilities with respect to services hereunder is prohibited except on written consent of recipient, his attorney, or his responsible parent or guardian.

**17 Amendment**

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

**18. Penalties for Violation of law.**

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

**19. Scope of Agreement**

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

**20. Applicable Laws**

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

**21. Internal Dispute Mediation**

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

1. In any dispute submitted, the Agency and the Contractor hereby agree to and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Contractor and the Contractor hereby agrees to be bound by said resolution.

5. Failure of the Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

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

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

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

| **Agency:** | **Contractor:** |
|---|---|
| NCNMEDD | City of Las Cruces |
| Attn: Nancy Arias | P.O. Box 20000 |
| P.O. Box 5115 | Las Cruces, NM 88004 |
| Santa Fe, NM 87502 | |

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

**26. Authority.**
If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represent and warrant 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.

**27. Signatures.**

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2010.

| | |
|---|---|
| City of Las Cruces | NCNMEDD Non-Metro AAA |
| *Legal Name of Vendor/Contractor* | *Name of Area Agency on Aging* |
| | |
| *Signature* | *Signature* |
| | |
| *Printed/Typed Name of Signatory* | *Barbara Deaux, Executive Director* |
| | *Printed/Typed Name of Signatory* |
| | July 1, 2010 |
| *Date* | *Date* |

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

| | | | |
|---|---|---|---|
| GRANTEE: Las Cruces, City of<br>ADDRESS:<br><br>PHONE: | APPROVED BUDGET FOR THE PERIOD<br>FROM: 07/01/2010<br>TO: 06/30/2011 | Type of Grant or Action<br>New/Cont: X<br>Revision:<br>Other: | NGA DATE<br>07/01/10 |
| Indirect Cost<br>% of $ | Fund: 210<br>Title of Project: NSIP | CFDA # 93.053 | |

| DESCRIPTION | FEDERAL | STATE | LOCAL CASH | LOCAL IN-KIND | PROJECT INCOME | TOTAL |
|---|---|---|---|---|---|---|
| Personnel Services | $0.00 | $0.00 | | | | $0.00 |
| Fringe Benefits | 0.00 | 0.00 | | | | 0.00 |
| Travel | 0.00 | 0.00 | | | | 0.00 |
| Maintenance & Repair | 0.00 | 0.00 | | | | 0.00 |
| Supplies (Raw Food) | **$119,986.00** | 0.00 | | | | **$119,986.00** |
| 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 | **$119,986.00** | $0.00 | | | | **$119,986.00** |
| PERCENT OF TOTAL COST | 100% | 0% | 0% | 0% | 0% | 100% |

COMPUTATION OF GRANT

| | |
|---|---|
| 1. Estimated Total Cost ..... | $119,986.00 |
| 2. LESS Anticipated Project Income ..... | $0.00 |
| 3. Estimated Net Cost ..... | $119,986.00 |
| 4. Non-federal and Non-state Share of Net Cost ..... | $0.00 |
| 5. Project Income (Used as Match) ..... | $0.00 |
| 6. Federal Share of Net Cost ..... | $119,986.00 |
| 7. State Share of Net Cost ..... | $0.00 |

8. Federal/State Shares will be Comprised of:

| | | | |
|---|---|---|---|
| a. Federal/State grant unearned in previous project year(s) | FY | Federal: | 0.00 |
| | FY | State: | 0.00 |
| b. Carry Over | | | 0.00 |
| | | | 0.00 |
| c. New Obligational Authority Herein Awarded | FY | Federal: | **$119,986.00** |

X 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 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 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 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 Funds herein awarded will remain available during the length of the project period, however, state and/or federal funds are dependent upon availability.

X 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.

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

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

| | |
|---|---|
| Signature of 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: 7/1/2010 | |

RESOLUTION 11-

**EXHIBIT "B"**

*CITY OF LAS CRUCES*
*ADOPTED BUDGET FY 2010/2011*

| FUND | DIVISION | FUND TYPE |
|---|---|---|
| Cash in Lieu of Commodities/NSIP Fund 2172 | Public Services | Special Revenue |

| | FY 2009/10 Projected* | FY 2010/11 Adopted | Adjustment | FY 2010/11 Adjusted |
|---|---|---|---|---|
| **RESOURCES** | | | | |
| Beginning Balance | $ 16,821 | 0 | 0 | 0 |
| **REVENUES** | | | | |
| 552017 SW NM Area Agency on Aging | $ 199,646 | 143,994 | (24,008) | 119,986 |
| **Total Revenues** | $ 199,646 | 143,994 | (24,008) | 119,986 |
| **Total Resources** | $ 216,467 | 143,994 | (24,008) | 119,986 |
| **EXPENDITURES** | | | | |
| **Congregate Meals IIIC1 21205090** | | | | |
| Operating | $ 80,870 | 57,598 | (9,604) | 47,994 |
| Total Org 21205090 | 80,870 | 57,598 | (9,604) | 47,994 |
| **Delivered Meals IIIC2 21205100** | | | | |
| Operating | $ 121,304 | 86,396 | (14,404) | 71,992 |
| Total Org 21205100 | 121,304 | 86,396 | (14,404) | 71,992 |
| **Total Expenditures** | $ 202,174 | 143,994 | (24,008) | 119,986 |
| **OTHER FINANCING SOURCES (USES)** | | | | |
| Transfer from (to) Fund 1000 - General Fund | $ (14,293) | 0 | | 0 |
| **Total Other Financing Sources (Uses)** | $ (14,293) | 0 | 0 | 0 |
| **ENDING BALANCE** | $ 0 | 0 | 0 | 0 |

*Projected based on 8 months actual through February 28, 2010 and 4 months projected.