

City of Las Cruces[®]

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 9Ordinance/Resolution# 12-169For Meeting of _____
(Ordinance First Reading Date)For Meeting of April 2, 2012
(Adoption Date)

Please check box that applies to this item:

 QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A NUTRITION SERVICE INCENTIVE PROGRAM (NSIP) AGREEMENT AMENDMENT FOR CASH-IN-LIEU OF COMMODITIES FROM THE NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT NON-METRO AREA AGENCY ON AGING FOR FISCAL YEAR 2012, INCREASING THE CONTRACT AMOUNT TO \$172,435, AND TO ADJUST THE CITY'S FISCAL YEAR 2012 BUDGET.

PURPOSE(S) OF ACTION:

To accept a contract amendment.

COUNCIL DISTRICT: All		
<u>Drafter/Staff Contact:</u> Shelley Modell <i>Shelley Modell</i>	<u>Department/Section:</u> Community and Cultural Services/ Senior Programs	<u>Phone:</u> 528-3001
<u>City Manager Signature:</u>	<i>[Signature]</i>	

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces Senior Nutrition Program receives funds for the purchase of food through the United States Department of Agriculture's (USDA) Nutrition Service Incentive Program (NSIP). 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, 2011, through June 30, 2012.

On September 19, 2011, City Council approved Resolution No. 12-050 accepting an allocation for NSIP in the amount of \$136,752 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.

On February 27, 2012, the City of Las Cruces received a contract amendment that increases the NSIP appropriation from \$136,752 to \$172,435, increasing the total dollar amount by \$35,683 for the contract period July 1, 2011, through June 30, 2012. This additional allocation will be

(Continue on additional sheets as required)

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

A budget adjustment to the City's Fiscal Year 2012 budget is needed to reflect the increase in the grant award.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", North Central New Mexico Economic Development District Non-Metro Area Agency on Aging Vendor Agreement Contract No. 2011-12 64014.
3. Exhibit "B", Budget Adjustment.

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input checked="" type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from:
		<input checked="" type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.
Does this action create any revenue?	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: <u>2172</u> in the amount of <u>\$35,683</u> for FY <u>12</u> .
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE:

On September 19, 2011, City Council accepted the Nutrition Service Incentive Program (NSIP) Agreement in the amount of \$136,752. Of the initial allocation, \$135,987 has been used (year-to-date) for the purchase of food for the Senior Nutrition Program, leaving a balance of \$766 from the first allocation. The NSIP funding increase in the amount of \$35,683, with no City match required, will also be used for the delivery of congregate and home delivered meal services for persons qualifying under the Federal Older Americans Act.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
2172 -Cash-in-Lieu of Commodities	21205090-730620-30600	\$14,588	\$14,588 (Pending Adjustment)	\$0	Congregate program food expenditures.
2172-Cash-In-Lieu of Commodities	21205100-730620-30600	\$21,861	\$21,861 (Pending Adjustment)	\$0	Home delivered program food expenditures.

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this action will approve the additional funding to provide congregate and home delivered meal services to individuals qualifying under the Federal Older Americans Act.
2. Vote "No"; this action will not approve the additional funds and the Senior Programs Section will not be able to provide additional meal services.
3. Vote to "Amend"; this action could result in operating at a reduced level of service.
4. Vote to "Table"; this action will postpone the meal delivery services.

REFERENCE INFORMATION:

1. Resolution No. 12-050.

(Continue on additional sheets as required)

RESOLUTION NO. 12-169

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A NUTRITION SERVICE INCENTIVE PROGRAM (NSIP) AGREEMENT AMENDMENT FOR CASH-IN-LIEU OF COMMODITIES FROM THE NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT NON-METRO AREA AGENCY ON AGING FOR FISCAL YEAR 2012, INCREASING THE CONTRACT AMOUNT TO \$172,435, AND TO ADJUST THE CITY'S FISCAL YEAR 2012 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 United States Department of Agriculture's (USDA) Nutrition Service Incentive Program (NSIP); and

WHEREAS, in lieu of receiving USDA surplus food products the City receives a cash reimbursement based on the number of meals served and delivered to eligible participants; and

WHEREAS, Resolution No. 12-050 approved a Fiscal Year 2012 allocation for NSIP in the amount of \$136,752 from the North Central New Mexico Economic Development District Area Agency on Aging (NCNMEDD/AAA); and

WHEREAS, on February 27, 2012, the City of Las Cruces received a contract amendment increasing the NSIP appropriation by \$35,683 (from \$136,752 to \$172,435) for the contract period July 1, 2011, through June 30, 2012; and

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

WHEREAS, a budget adjustment to the City's Fiscal Year 2012 budget is needed to reflect the contract amendment.

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

(I)

THAT the Mayor is authorized to accept and sign the Nutrition Service Incentive Program (NSIP) agreement from the North Central New Mexico Economic Development District Non-Metro Area Agency on Aging for Fiscal Year 2012 designated as Exhibit "A," attached hereto and made a part of this Resolution.

(II)

THAT the City of Las Cruces Fiscal Year 2012 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 _____, 2012.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

Moved by: _____

Seconded by: _____

VOTE:

Mayor Miyagishima: _____
Councillor Silva: _____
Councillor Smith: _____
Councillor Pedroza: _____
Councillor Small: _____
Councillor Sorg: _____
Councillor Thomas: _____

APPROVED AS TO FORM:



City Attorney

Contract No. 2011-12 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 March, 2012, 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 \$136,752 to \$172,435 thereby increasing the total dollar amount by \$35,683.

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 \$172,435 for eligible meals served during the period July 1, 2011 through June 30, 2012, regardless of funding sources, to eligible participants and their spouse.

3. All other clauses in the original Agreement will remain unchanged and together with this Agreement constitute the entire Agreement between the Contractor and Agency.

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



Signature

Printed/Typed Name of Signatory

Tim Armer, Executive Director
Printed/Typed Name of Signatory

Date

March 1, 2012
Date

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

GRANTEE: Las Cruces, City of ADDRESS:		APPROVED BUDGET FOR THE PERIOD			Type of Grant or Action		NGA DATE
		FROM: 07/01/2011 TO: 06/30/2012			New/Cont: X Revision: Other:		
PHONE:		Fund: 210 Title of Project: NSIP			CFDA # 93.053		
Indirect Cost % of \$							
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)		\$172,435.00	0.00				\$172,435.00
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		\$172,435.00	\$0.00				\$172,435.00
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		\$172,435.00		a. Federal/State grant			
2. LESS Anticipated Project Income		\$0.00		unearned in previous		FY Federal:	0.00
3. Estimated Net Cost		\$172,435.00		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				0.00	
6. Federal Share of Net Cost		\$172,435.00		c. New Obligational			
7. State Share of Net Cost		\$0.00		Authority Herein		FY Federal:	\$35,683.00
				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"> 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.			
Tim Armer, Executive Director				Date:			
				Date:			
Signature: _____				Date: _____			
Date: 3/11/12							

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

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3. All other clauses in the original Agreement will remain unchanged and together with this Agreement constitute the entire Agreement between the Contractor and Agency.

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

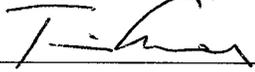
City of Las Cruces
Legal Name of Vendor/Contractor

Signature

Printed/Typed Name of Signatory

Date

NCNMEDD Non-Metro AAA
Name of Area Agency on Aging

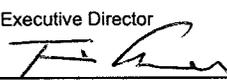


Signature

Tim Armer, Executive Director
Printed/Typed Name of Signatory

March 1, 2012
Date

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

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DESCRIPTION		FEDERAL	STATE	LOCAL CASH	LOCAL IN-KIND	PROJECT INCOME	TOTAL
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Fringe Benefits		0.00	0.00				0.00
Travel		0.00	0.00				0.00
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Capital Outlay		0.00	0.00				0.00
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3. Estimated Net Cost		\$172,435.00		unearned in previous		FY Federal:	0.00
				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				0.00	
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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.			
Tim Armer, Executive Director				Date:			
				Date:			
Signature: _____				Date: _____			

**CITY OF LAS CRUCES
ADOPTED BUDGET FY 2011/2012**

FUND	DIVISION		FUND TYPE	
Cash in Lieu of Commodities/NSIP Fund 2172	Public Services		Special Revenue	
	FY 2010/11 Preliminary	FY 2011/12 Adopted	Adjustment	FY 2011/12 Adjusted
RESOURCES				
Beginning Balance	\$ 0	0		0
REVENUES				
552017 SW NM Area Agency on Aging	\$ 129,386	136,752	35,683	172,435
Total Revenues	\$ 129,386	136,752	35,683	172,435
Total Resources	\$ 129,386	136,752	35,683	172,435
EXPENDITURES				
Congregate Meals IIC1 21205090				
Operating	\$ 51,754	54,701	14,273	68,974
Total Org 21205090	\$ 51,754	54,701	14,273	68,974
Delivered Meals IIC2 21205100				
Operating	\$ 77,632	82,051	21,410	103,461
Total Org 21205100	\$ 77,632	82,051	21,410	103,461
Total Expenditures	\$ 129,386	136,752	35,683	172,435
ENDING BALANCE	\$ 0	0	0	0