

66
City of Las Cruces[®]
 PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 3 Ordinance/Resolution# 15-077

For Meeting of _____
 (Ordinance First Reading Date)

For Meeting of November 3, 2014
 (Adoption Date)

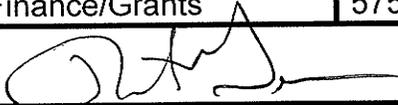
Please check box that applies to this item:

QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES, ON BEHALF OF ITS PARKS AND RECREATION DEPARTMENT, TO APPROVE A MEMORANDUM OF AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF HEALTH (NMDOH), PROVIDING GRANT FUNDS IN THE AMOUNT OF \$25,000.00, FOR THE HEALTHY KIDS HEALTHY COMMUNITIES INITIATIVE, TO AUTHORIZE THE CITY MANAGER'S SIGNATURE ON THE MEMORANDUM OF AGREEMENT, AND TO AMEND THE CITY'S ADOPTED FY 2015 BUDGET.

PURPOSE(S) OF ACTION:

To accept grant and adjust budget.

COUNCIL DISTRICT: ALL		
<u>Drafter/Staff Contact:</u> Robin L. Rice	<u>Department/Section:</u> Finance/Grants	<u>Phone:</u> 575-541-2281
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City), on behalf of its Parks & Recreation Department (P&R), entered into a Memorandum of Agreement with the New Mexico Department of Health (NMDOH) for a grant award in the amount of \$25,000.00 for its Healthy Kids Healthy Communities (HKHC) initiative. There is no local cash or in-kind match requirement.

P&R supports the HKHC initiative in the City by expanding opportunities for active living and increased physical activity for children to help prevent childhood obesity. The initiative seeks to contribute to a decrease in prevalence of childhood obesity, and an increase of children's physical activity in our City.

Grant funds will be used to provide signage and promotional materials encouraging the use of community multi-use trails, and to offset the cost of tracking increased usage of the trails. P&R has identified the following trails which will be supported with grant funding: Triviz, Outfall Channel, La Llorona and Downtown. Walking counters will be installed on the Triviz and the Outfall trails, and P&R staff will be responsible to take bi-weekly usage numbers and report results to the NMDOH.

(Continue on additional sheets as required)

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Memorandum of Agreement.
3. Exhibit "B", Budget Adjustment.

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input type="checkbox"/>	See fund summary below
	No	<input checked="" 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>2760</u> in the amount of <u>\$25,000.00</u> for FY <u>2015</u> .
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

Grant funds will be deposited into Fund #2760 (NM Dept. of Health Grants) for expenses related to the signage to promote use of community multi-use trails, promotion of public use of the trails and to offset the cost of tracking before-and-after campaign usage of the trails.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
NM Dept. of Health Grants	27383020-730110-30639	\$25,000.00	\$25,000.00*	\$0.00	N/A

*Pending approved budget adjustment.

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Memorandum of Agreement with the New Mexico Department of Health (DOH) for grant funding in the amount of \$25,000.00 and will adjust the City's FY 2015 budget.

(Continue on additional sheets as required)

2. Vote "No"; this will reject the grant funds from DOH supporting the Healthy Kids Healthy Communities initiative and could jeopardize the opportunities to decrease childhood obesity with a negative impact on the healthy living model.
3. Vote to "Amend"; this will require direction from Council to staff on how to proceed and could delay the process for services funded by the grant.
4. Vote to "Table"; this will require direction from Council to staff on how to proceed and could jeopardize the City's standing with the granting agency.

REFERENCE INFORMATION:

N/A

RESOLUTION NO. 15-077

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES, ON BEHALF OF ITS PARKS AND RECREATION DEPARTMENT, TO APPROVE A MEMORANDUM OF AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF HEALTH (NMDOH), PROVIDING GRANT FUNDS IN THE AMOUNT OF \$25,000.00, FOR THE HEALTHY KIDS HEALTHY COMMUNITIES INITIATIVE, TO AUTHORIZE THE CITY MANAGER'S SIGNATURE ON THE MEMORANDUM OF AGREEMENT, AND TO AMEND THE CITY'S ADOPTED FY 2015 BUDGET.

The City Council is informed that:

WHEREAS, the City of Las Cruces (City), on behalf of its Parks and Recreation Department (P&R), entered into a Memorandum of Agreement with the New Mexico Department of Health (NMDOH), to receive \$25,000.00 in grant funds supporting the Healthy Kids Healthy Communities (HKHC) initiative; and

WHEREAS, the Parks and Recreation Department will use the funding to add trail signage, develop trail promotional materials, and track and report before and after trail usage supporting the HKHC initiative to NMDOH; and

WHEREAS, there is no cash or in-kind match requirement for these funds.

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

(I)

THAT the City of Las Cruces is authorized to approve the Memorandum of Agreement with NMDOH, for grant funds in the amount of \$25,000.00 for expenses related to the HKHC initiative; and

(II)

THAT the City Manager is authorized to sign the Memorandum of Agreement, as shown in Exhibit "A" attached hereto and made a part of this resolution; and

(III)

THAT the FY 2015 Adopted Budget is hereby adjusted as reflected in Exhibit "B" attached hereto and made a part of this resolution; and

(IV)

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

DONE AND APPROVED this _____ day of _____, 20__.

APPROVED:

Mayor

ATTEST:

City Clerk

(SEAL)

Moved by _____

Seconded by _____

VOTE:

- Mayor Miyagishima: _____
- Councillor Silva: _____
- Councillor Smith: _____
- Councillor Pedroza: _____
- Councillor Small: _____
- Councillor Sorg: _____
- Councillor Levatino: _____

APPROVED AS TO FORM:



City Attorney

MEMORANDUM OF AGREEMENT
Between
New Mexico Department of Health
And
City of Las Cruces

This Agreement entered into between New Mexico Department of Health (DOH) and City of Las Cruces, the entity providing services (Entity).

IT IS AGREED BETWEEN THE PARTIES

1. PURPOSE

The purpose of this agreement is to provide support to the Healthy Kids Healthy Communities initiative in the City of Las Cruces to expand opportunities for active living and increased physical activity for children where they live, learn and play. Active living and physical activity are two lifestyle choices that help prevent obesity.

2. SCOPE OF WORK

A. The Entity shall perform the following work:

1. Implement Wayfinding signage to promote use of community multi-use trails. Signage options include, but are not limited to: identifying the start and end of a trail; mile markers; multi-use options; outdoor space including fitness stations, parks or community attractions (i.e. Main Street Downtown, public library, aquatic center, etc.). Activities for implementation include 1) working with appropriate governmental entities to obtain approval of posting signage; 2) creating and posting the approved signage; 3) undertaking activities to promote community usage; and 4) tracking community usage. Submit monthly updates on activities undertaken, progress made, challenges encountered, and next steps.
2. Promote community usage of community trail system through a public information campaign, including traditional media (newspapers, radio, and billboards) and social media, to encourage community usage of existing bike routes and walking paths. Submit monthly updates on activities undertaken, progress made, challenges encountered, and next steps.
3. Track usage of trail system with a concerted effort around tracking use before and after the installation of Wayfinding signage and public information campaign. Activities for tracking include but are not limited to: community survey, social media survey, infrared tracking devices and tracking of internet traffic. Submit monthly updates on activities undertaken, progress made, challenges encountered, and next steps.
4. Prepare and submit a final summary report using Obesity, Nutrition and Physical Activities' approved specific measures to answer the following questions:
 - How much did we do?
 - How well did we do it?



7. FUNDS ACCOUNTABILITY

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

8. LIABILITY

As between the parties, each party will be responsible for claims or damages arising from personal injury or damage to persons or tangible property to the extent they result from negligence of its employees, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended.

9. TERMINATION OF AGREEMENT

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the DOH's sole liability upon such termination shall be to pay for acceptable work performed prior to the Entity's receipt of the notice of termination, if the DOH is the terminating party, or the Entity's sending of the notice of termination, if the Entity is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Entity shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Entity if the Entity becomes unable to perform the services contracted for, as determined by the DOH or if, during the term of this Agreement, the Entity 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 insufficient appropriation by the Legislature to the DOH. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE ENTITY'S DEFAULT/BREACH OF THIS AGREEMENT.

10. 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 NMSA 1978 Section 38-3-1(G). By execution of this Agreement, the Entity 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. The parties agree to abide by all state and federal laws and regulations.

11. PERIOD OF AGREEMENT

This Agreement shall be effective upon approval of both parties, whichever is later and shall terminate on **September 28, 2015** or as stated in **ARTICLE 9, Termination of Agreement**. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective.

76
CITY OF LAS CRUCES
2014-15 Fiscal Year Budget

EXHIBIT "B"

FUND	DIVISION		FUND TYPE	
State Operating Grants Fund 2760	Various		Special Revenue Funds	
	2013-14 Un-Audited	2014-15 Adopted	2014-15 Adjustment	2014-15 Adjusted
RESOURCES				
Beginning Balance	\$ (0)	0	0	0
Revenues				
State Grants	27,994	32,057	25,000	57,057
Operating Transfers In	0	0	0	0
Total Revenues	<u>27,994</u>	<u>32,057</u>	<u>25,000</u>	<u>57,057</u>
TOTAL RESOURCES	<u>\$ 27,994</u>	<u>32,057</u>	<u>25,000</u>	<u>57,057</u>
Expenditures				
Parks & Recreation				
30634 - MUNSON COMMUNITY GARDEN	0	0	0	0
30635 - LC TREE STEWARDS PROGRAM	3,644	0	0	0
30639 - FY15 Healthy Kids Healthy Communities	0	0	25,000	25,000
Community Development				
20407 - NMFA ECON DEV FEASIBILITY STUDY	0	23,389	0	23,389
Community & Cultural Services				
21014 - STATE LIBRARY AID FY14	13,706	0	0	0
22016 - GROUND UP XXVI GRANTS FY14	6,456	0	0	0
25003 - NM HIST ADVISORY BOARD GRANT FY14	4,188	0	0	0
Las Cruces Fire Department				
33018 - FEMA/DHS - FIRE PREVENTION & SAFETY	0	8,668	0	8,668
Operating Transfers Out	0	0	0	0
Total Expenditures	<u>\$ 27,994</u>	<u>32,057</u>	<u>25,000</u>	<u>57,057</u>
Accrual Adjustments	0	0	0	0
ENDING BALANCE	<u>\$ 0</u>	<u>0</u>	<u>0</u>	<u>0</u>