



Council Action and Executive Summary

Item # 5 Ordinance/Resolution# 15-130

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of January 5, 2015
(Adoption Date)

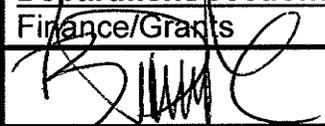
Please check box that applies to this item:

QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES, ON BEHALF OF ITS SENIOR PROGRAMS SECTION, TO ACCEPT A GRANT FROM THE MEALS ON WHEELS/SUBARU OPPORTUNITY-BASED GRANT PROGRAM IN THE AMOUNT OF \$2,000.00, WITH NO MATCH REQUIREMENT, FOR THE CITY'S MEALS ON WHEELS (MOW) PROGRAM; RATIFY THE CITY MANAGER'S SIGNATURE ON THE GRANT APPLICATION PACKAGE; AND TO AMEND THE CITY'S ADOPTED FY2015 BUDGET.

PURPOSE(S) OF ACTION:

To accept grant and adjust the City 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 Senior Programs Section, applied for and received a grant award in the amount of \$2,000.00 from the Meals on Wheels/Subaru Opportunity-Based Grants Program. There is no local match required.

The grant funding will be used for purchase of City Information Technology Department approved tablet computers for the Meals on Wheels drivers, to enable them to relay meal counts and to report time-sensitive incidents thus eliminating wasted time between meal deliveries to senior clients.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Grant Award.
3. Exhibit "B", Budget Adjustment.

(Continue on additional sheets as required)

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>2761</u> in the amount of <u>\$2,000.00</u> for FY 2015.
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

Grant funds in the amount of \$2,000.00 will be deposited into Fund 2761 Other Operating Fund, under project number 36001 to be used by the Senior Programs Section in support of its Meals on Wheels Program.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Senior Programs	27205270- 730420- 36001	\$2,000.00	\$2,000.00*	\$0.00	N/A

* Pending approved budget adjustment.

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will accept grant funds from the Meals on Wheels/Subaru Opportunity Based grant program and adjust the FY 2015 budget.
2. Vote "No"; this will impact Senior Programs ability to purchase needed equipment to support the Meals on Wheels Program.
3. Vote to "Amend"; this will delay the process of spending the grant funds within the predetermined grant schedule.
4. Vote to "Table"; this will impact Senior Programs ability to utilize the funds and the grant funds will be returned to Meals on Wheels, to be used for other communities.

REFERENCE INFORMATION:

N/A

(Continue on additional sheets as required)

RESOLUTION NO. 15-130

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES, ON BEHALF OF ITS SENIOR PROGRAMS SECTION, TO ACCEPT A GRANT FROM THE MEALS ON WHEELS/SUBARU OPPORTUNITY-BASED GRANT PROGRAM IN THE AMOUNT OF \$2,000.00, WITH NO MATCH REQUIREMENT, FOR THE CITY'S MEALS ON WHEELS (MOW) PROGRAM; RATIFY THE CITY MANAGER'S SIGNATURE ON THE GRANT APPLICATION PACKAGE; AND TO AMEND THE CITY'S ADOPTED FY2015 BUDGET.

The City Council is informed that:

WHEREAS, the Meals on Wheels (MOW) / Subaru Opportunity-based Grant Program is providing funding opportunities to existing programs through additional funding among member programs to support American senior homebound meal services; and

WHEREAS, the City of Las Cruces (City) was successful in their grant application and received \$2,000.00 from the MOW/Subaru grant with no local match required, as approved by the City Manager in the grant application package; and

WHEREAS, the grant funds will be used to purchase computer-tablets for use by the MOW drivers in support of home-bound seniors.

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

(I)

THAT the City of Las Cruces Senior Programs Section is authorized to accept a grant in the amount of \$2,000.00 from the Meals on Wheels/Subaru Opportunity-based Grant with no local match requirement, as approved by the City Manager in the grant application package shown in Exhibit "A", attached hereto and made part of this resolution.

(II)

THAT the City's FY2015 budget is adjusted, as shown in Exhibit "B", attached hereto and made part of this resolution.

(III)

THAT the 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)

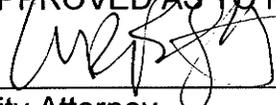
Moved by _____

Seconded by _____

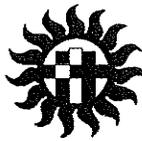
VOTE:

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

APPROVED AS TO FORM:



City Attorney



⁷¹
City of Las Cruces[®]
PEOPLE HELPING PEOPLE



**Financial Services Department
Grants Administration Office**

Grant Application Package

Opportunity Title: 2014 Meals on Wheels Opportunity-Based Grant Funding

Offering Agency: Subaru/Meals on Wheels Association of America

Opportunity Number: N/A

Opportunity Closing Date: 12-31-2014

Requesting Department/Section: Community & Cultural Services/Senior Programs

GAO Grant Writer: Robin L. Rice/Elizabeth Vega for Senior Programs

OPTIONS

Approve request to submit the application. Affirmed by signature below.

Disapprove request, application will not be submitted.

SIGNATURE

City Manager: 
Robert L. Garza, P.E.

Date: 12-3-14

This signed form is to be returned to the GAO, Grant Writer.

APPROVED AS TO FORM:


City Attorney

City of Las Cruces

Liz Vega

- requests
- Dashboard
- Apply
- tools
- Fax to File

Application
 * = Required Field

Application Packet

Question List

Contact: Liz Vega
 PO BOX 20000
 Las Cruces, NM 88004

575-528-3001
 elizabeth.vega@las-cruces.org

If your organization information does not appear correct, please contact the funder. Thank you.

Organization: City of Las Cruces
 PO BOX 20000
 Las Cruces, NM 88004

575-528-3001
 85-6000147
 www.las-cruces.org

Project Name*
 Name of Project

City of Las Cruces Meals on Wheels

About This Grant
 The purpose of the 2014 Meals On Wheels Opportunity-Based Grant Program is to award Member programs with grants that will have an impact on reducing hunger and isolation among seniors in their communities. Grant funding can be used in any legitimate way to achieve this purpose. We encourage grants to support additional meals, upgrade to your technology, foster innovation, build your volunteer program, update your marketing/advocacy materials or anything else that supports your impact – this grant program is intended to fill the funding gap in areas you believe to be of critical need to your program. For more information, please review the full RFP.

Terms and Conditions*
 The 2014 Meals On Wheels Opportunity-Based Grant Program is only available to Association Member programs in good standing as of October 24, 2014 and who commit to remaining so during the term of the grant program. Such applicants must offer Meals on Wheels home delivery and/or congregate nutrition services to seniors. View the full Terms and Conditions.

I agree to these terms and conditions.

Deadline for Submission of Applications and Notifications
 The deadline for submission of applications is 5:00PM EDT on Friday October 24, 2014.

Announcements as to grant winners and amounts are expected to be made on or around Friday November 7, 2014 and the initial disbursement shall take place shortly following notification. As may be applicable, a second disbursement will be made following submission and acceptance of the final report.

The Final Report is due on December 12, 2014.

All funds will be disbursed before the end of 2014.

Grant Application

What is the amount of grant funding being requested?*

\$7500

What is the purpose of the grant funding?*

Grant funding will purchase tablet computers for the City of Las Cruces Senior Programs Meals on Wheels drivers. Ten Venue 11 Pro 5000 Series (approximately \$750 each) will be purchased for each driver totaling \$7500. The City will purchase any additional accessories (docking systems, keyboards, etc.) necessary. Having tablets in each van will assist in reporting time-sensitive incidents quicker, relay meal count info to the central office, and cut down wasted time between deliveries.

[10 characters left of 500]

Community Impact*
 How would financial support from this grant, if awarded, assist your Member program and make an impact in your community?

Our Meals on Wheels program has a profound impact on the homebound seniors living in Las Cruces. We offer breakfast, lunch, and weekend meals to clients in need at no cost, only a suggest donation. Financial support from this grant would assist our program through upgrading the technology that exists in our delivery vans. Currently, drivers must finish their route before reporting information from their route. Most concerning is incidents that may occur whil

[38 characters left of 500]

How many meals will this grant support?*

How many meals will this grant support either directly (e.g., through the purchase of meals) or over the life of your expenditure made with Opportunity-Based Grant funds (e.g., such as through the purchase of equipment), if awarded? (The answer to this question will not impact the evaluation results.)

The City's MOW program serves 177,000 meals to nearly 700 annually. New tech will support this.

[5 characters left of 100]

Do you anticipate participating in the upcoming Share the Love event*

Do you anticipate participating in the upcoming *Share the Love* event by working with a local Subaru retailer or by promoting the event in other ways? If not, why not? (The answer to this question will not impact the evaluation results.)

The City of Las Cruces is always looking for avenues to partner with other organizations (like Subaru), especially to spread the word about the Meals on Wheels services we provide to the community.

[2 characters left of 200]

Questions

If you have any questions on this grant request, please submit them to membership@mowaa.org. Significant questions and answers will be shared with all applicants as an addendum to this RFP as appropriate. It is your responsibility to check this RFP periodically for updates.

Grant Management Software

provided by  FOUNDANT technologies



**2014 MEALS ON WHEELS OPPORTUNITY-BASED GRANT PROGRAM
POWERED BY SUBARU
ADMINISTERED BY THE MEALS ON WHEELS ASSOCIATION OF AMERICA**

**AGREEMENT FOR PARTICIPATION IN
THE 2014 MEALS ON WHEELS OPPORTUNITY-BASED GRANT PROGRAM**

This **Agreement** dated Tuesday, September 30, 2014 contains the Terms and Conditions agreed to and accepted by the undersigned Senior Nutrition Program ("Grantee") for participation in the 2014 Meals On Wheels Opportunity-Based Grant Program Powered by Subaru ("Program") administered by the Meals On Wheels Association of America ("Association").

- 1. Program Purposes.** A Program Grant Award is being made to Grantee in an amount determined by the Association ("Grant" or "Grant Award") for the purposes outlined in more detail in the 2014 Meals On Wheels Opportunity-Based Grant Program Request for Proposal dated Tuesday, September 30, 2014 ("RFP").
- 2. Program Grant Award Terms and Conditions.** Grantee hereby accepts and agrees to the Program Grant Award in the amount specified by the Association and for the purposes approved by the Association ("Project"), and further, accepts and agrees to, and where applicable, certifies that it meets, the following terms and conditions:
 - A. Grantee understands and accepts that Program Grant funds have been awarded from Subaru Share the Love funds according to a state-by-state allocation, and may be different than the amount requested by Grantee. Grants may have been apportioned among those Member programs selected to receive Grant funds based on the availability of funds, the review of the applications submitted by Member programs in such states and other factors outlined in the RFP.
 - B. For Program Grants less than \$2000, Grant Awards will be distributed in one disbursement following Grantee's acceptance of this Agreement. When Grantee has enough data to report on the actual impact of the Grant, but no later than December 12, 2014, Grantee shall submit to the Association a brief Final Report outlining the impact generated by the expenditure of Grant funds to date.
 - C. For Program grants in excess of \$2000, Grant Awards will be distributed in two disbursements. Half (50%) of the Grant Award will be disbursed following Grantee's acceptance of this Agreement, and, half (50%) will be disbursed on or before December 12, 2014 when the Grantee submits to the Association, and the Association approves, a brief Final Report outlining the impact generated by the expenditure of Grant Funds to date. The Final Report will be due the sooner of:
 - 1) when Grantee has enough data to report on the actual impact of the Grant; or,
 - 2) Friday, December 12, 2014 regardless of the status of grant expenditures.



- D. Grant funds are encouraged, but are not required, to be spent in full by the end of 2014. Documentation supporting all expenditures may be requested by the Association.
- E. Grant funds may only be disbursed to Grantees who have expended funds in a manner consistent with, and only for the purposes described, in Grantee's response to the RFP as submitted to and approved by the Association. Funds may not be used for any other purpose other than as approved by the Association.
- F. Grantee shall at all times during the term of this Agreement be a General Member of the Association in good standing.
- G. Grantee agrees to complete the Grant acceptance process using the Association's online grant management system, including the execution of this Agreement, and to submit the Final Report required hereunder on the online grant system. The Association grants a license to Grantee for the use of the Association's online grant system solely for the purposes of compliance with this Agreement. Grantee certifies its compliance with the terms and conditions applicable to the use of the Association's online grant management system.
- H. Grantee agrees to calculate the number of meals expected to be made available as a result of the Grant award. Information regarding this requirement is included in the RFP.
- I. Grantee shall meet deadlines as provided for herein
- J. Grantee agrees to send a thank you to Subaru in a form and manner as provided in the RFP and by the Association.
- K. If the purchase of any equipment or services is anticipated, Grantee may make an assessment of whether the use of the Association's group purchasing services would offer favorable pricing for such equipment or services being purchased with the Program Grant funds. Grantee is not required to use the Association group purchasing services for its purchase(s); however, Grantee acknowledges that if it chooses to pay a higher price for its purchase(s) from a vendor other than through the Association group purchasing vendor, the Association shall only provide Grant funds in an amount equal to the lowest price for such purchase.
- L. Grantee agrees that the decisions of the Association about awarding a grant and/or the amount of such grant are final. There is no appeal procedure and no reconsideration of an application will be made.

3. Satisfactory Performance and Violation of Terms or Conditions. The Association reserves the right to withhold a future disbursement (and to seek recovery of previously disbursed funds) and/or terminate the participation of a Grantee in the 2014 Meals On Wheels Opportunity-Based Grant Program if, in the Association's sole discretion, Grantee fails to:



- A. Satisfactorily or consistently perform its obligations under this Agreement, Grant Award or the RFP, including but not limited to failing to meet deadlines or failing to provide sufficient reports when due;
- B. Adhere to the terms and conditions contained in this Agreement;
- C. Use funds in a manner consistent with this Agreement, the Project or Program or for the purposes approved by the Association;
- D. Uphold the ethical standards applicable to Meals on Wheels Member programs generally; or,
- E. Cure a breach of such terms or conditions in a reasonable time following notice by the Association.

If any of these circumstances arise or come to the attention of the Association following the disbursement of Grant funds, Grantee agrees to refund to the Association upon request any and all 2014 Meals On Wheels Opportunity-Based Grant funds provided to it by the Association. If Grantee fails to refund such funds to the Association as may be requested by the Association, the Association shall seek to recover such funds through all means available to it. This Section shall survive the termination of this Agreement.

4. Grant Period Term and Termination: The term of this Agreement and the Grant Award hereunder shall begin on the date specified above and end when the activities associated with Grantee's Project are completed (subject to final approval by Association), but no later than December 31, 2014 unless extended by the Association or sooner terminated for reasons as provided for in Section 3. If Grantee terminates its participation in the Grant Program prematurely, then all funds provided by Association to Grantee shall be returned to the Association.

5. Use of Funds; Program Grant Award Modifications: Grantee shall use the full amount of the Grant funding only for the purposes set forth in this Agreement, Grant Award or the RFP. If a Program Grant Award amount determined by the Association is different from the amount requested by Grantee in its proposal, Grantee may be required to submit to the Association a revised budget using the same format as the previously submitted budget and to make such other changes to the proposal as requested by the Association. The Grantee agrees not to use any portion of the Grant or any income derived from the Grant for the following:

- A. To carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code, as amended ("Code");
- B. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code;
- C. To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code. Payments of salaries, other compensation, or expense reimbursement to employees of the Grantee within the scope of their employment do not constitute "grants" for these purposes and are not subject to these restrictions;
- D. To provide a grant to any other organization without prior written approval of the Association; or,



- E. To promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, age, or sexual orientation, or support of any entity that engages in these activities.

6. Identification of Grant Manager; Monitoring and Notifications of Changes. Grantee shall on its online application for the Grant identify a Grant Manager for the Project and have submitted all contact information for that Grant Manager to the Association through its online grants management system. Activities and results will be monitored through regular contacts between the Grant Manager and the Association. Grantee shall notify the Association of any changes that may affect the status of the Project, including changes in Grant Manager, other staffing or Project plan changes, through email at grants@mowaa.org.

7. Reporting Requirements. Grantee shall complete and submit the 2014 Meals On Wheels Opportunity-Based Grant Final Report using a form found on the Association's online grant management system. Grantees are required to submit a Final Report no later than Friday, December 12, 2014 or as otherwise may be required in the RFP. All reports and supporting documentation (including press clippings, weblinks, videoclips, etc., not previously reported) shall be submitted to the Association only through the Association's online grant management system and not through email, fax or regular mail. All reports and documentation submitted to the Association shall become the property of the Association, and because information relating to Grantee's Project may be provided to Subaru or otherwise may be made public (see Section 8), the Association requires that the narrative portions of Grantee's Final Report be drafted without confidential information. The Association reserves the right to seek supplemental information for any Report.

8. Public Disclosure, Public Presentation and Materials. Grantee hereby permits the Association to disclose Grantee's name, Project, Grant award, or Final Report in public communications without advance notification to Grantee. Any reference or use of the Association's name or Subaru in a press release or related disclosure by Grantee shall be approved by the Association in advance. Association may ask selected Grantees to make a public presentation at the Association's Annual Conference or otherwise regarding their Project for the purposes of providing such information to other Association Members, including why and how Grantee's Project is making an impact on reducing senior hunger and how it might be replicable to other senior nutrition programs. Because information relating to Grantee's Project may be made public, the Association requires that the narrative portions of Grantee's Reports be drafted without confidential information. Further, if applicable, Grantee on behalf of the Association shall obtain valid photography/ videographic releases from any individuals appearing in any photographs or videos submitted to the Association. This Section shall survive the term of this Agreement.

9. Financial Records. Grantee agrees to maintain financial records of expenditures of Grant Award funds for a period not less than three years and respond to inquiries and/or provide an accounting of the use of such funds if requested by the Association. This Section shall survive the term of this Agreement.



10. **Savings Clause, Independent Actions and Intellectual Property.** Any other requirements imposed on Grantee specified in the RFP or in communications from the Association are hereby incorporated by reference in this Agreement. Any Project activities undertaken by the Grantee shall be considered to be done on an independent basis and the Association shall assume no responsibility and liability whatsoever for such activities. All intellectual property, including but not limited to this Agreement, the RFP, and the grants management system, as well as any new processes, data, publications or findings created or derived as a result of this Grant Award, is or shall become the property of the Association, and cannot be sold or otherwise used for pecuniary gain by Grantee without the advance written consent of the Association.

The individual executing this Agreement shall be the Executive Director, President or CEO of Grantee Senior Nutrition Program. Such individual represents and warrants that the Grantee is a Member of the Meals On Wheels Association of America in good standing and that he/she has authority to execute this Agreement on behalf of the Grantee. The Grantee organization shall be bound to this Agreement and all of the terms and conditions for the Program and the Grant Award as contained herein as of the day and year first above written.

CITY OF LAS CRUCES
2014-15 Fiscal Year Budget

FUND	DIVISION		FUND TYPE	
Other Operating Grants Fund 2761	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				
Federal Grants	0	0	0	0
Local Grants	11,650	19,127	2,000	21,127
Operating Transfers In	0	0	0	0
Total Revenues	11,650	19,127	2,000	21,127
TOTAL RESOURCES	\$ 11,650	19,127	2,000	21,127
Expenditures				
Parks & Recreation				
30637 - ASAP FY14	900	99	0	99
30638 - NRPA Sage Café Community Garden	0	10,000	0	10,000
Community & Cultural Services				
21003 - DONA ANA COUNTY BOOKMOBILE 2008	0	0	0	0
22010 - LINCOLN EXHIBIT SHIPPING GRANT BCC	750	0	0	0
22013 - MUSEUMS - BRANIGAN CULTURAL CENTER	0	0	0	0
22015 - TARGET MUSEUM OF ART FY13	0	0	0	0
22016 - GROUND UP XXVI GRANTS FY14	1,000	0	0	0
22018 - NATIONAL ENDOWMENT FOR THE HUMANITI	0	0	0	0
36001 - SUBARU OPPORTUNITY-BASED GRANT	0	0	2,000	2,000
Las Cruces Fire Department				
33020 - NMDHS AND EMERGENCY MGT FY14	4,000	0	0	0
33023 - IAFC INTERNATIONAL HAZMAT CONF FY15	0	5,500	0	5,500
Operating Transfers Out	0	0	0	0
Total Expenditures	\$ 11,650	19,127	2,000	21,127
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 0	0	0	0