



City of Las Cruces[®]

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 4 Ordinance/Resolution# 16-199

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of April 18, 2016
(Adoption Date)

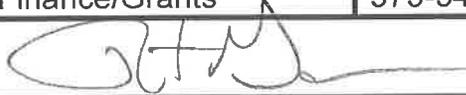
Please check box that applies to this item:

QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY), ON BEHALF OF ITS PARKS AND RECREATION DEPARTMENT (P&R), TO APPROVE A MEMORANDUM OF AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF HEALTH (NMDOH), PROVIDING GRANT FUNDS IN THE AMOUNT OF \$50,000.00 FOR THE HEALTHY KIDS HEALTHY COMMUNITIES INITIATIVE; TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE MEMORANDUM OF AGREEMENT; AND TO AMEND THE CITY'S ADOPTED FY2016 BUDGET.

PURPOSE(S) OF ACTION:

To accept grant and adjust budget.

COUNCIL DISTRICT: ALL		
<u>Drafter/Staff Contact:</u> Amy Johnson Bassford	<u>Department/Section:</u> Finance/Grants	<u>Phone:</u> 575-541-2281
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The 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 \$50,000.00 for its Healthy Kids Healthy Communities (HKHC) Initiative in Doña Ana County. There is no local cash or in-kind match requirement. The funding must be utilized by September 30, 2016.

When the City receives funding for projects through a state grant program, it is necessary for City Council to accept the funds as well as the conditions that are associated with the grant funding. The City did not anticipate receiving this funding when the current fiscal year budget was adopted in May, 2015. The City Council is being requested to authorize an amendment to the budget showing receipt of these new funds for FY2016 and further designating where they are placed within the City's budget.

P&R supports the Healthy Kids Healthy Communities Initiative in Doña Ana County by expanding opportunities for active living and increased physical activity for children to help decrease the

(Continue on additional sheets as required)

prevalence of childhood obesity and an increase of children's physical activity in our community. This is the second round of funding the City has received from NMDOH for the Healthy Kids Healthy Communities Initiative in Doña Ana County.

Grant funds will be used to continue way-finding signage in parks, public spaces and along walking routes with a primary focus throughout the downtown area. Additionally, promotional materials and media will be developed to educate the public on the benefits of walking and familiarize citizens with the numerous local amenities. P&R staff will monitor and track usage through the installation of infrared pedestrian counters. Staff will work with the local Department of Health officials to develop submittals to meet the intent of the grant.

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>\$50,000.00</u> for FY 2016.
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

Grant funds will be deposited into Fund #2760 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
State Operating Grants Fund	27383020-730110-30642	\$50,000.00	\$50,000.00*	\$0.00	N/A

*Pending approved budget adjustment.

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Memorandum of Agreement with the NMDOH for grant funding in the amount of \$50,000.00 and will adjust the City's FY2016 budget.
2. Vote "No"; this will reject the grant funds from NMDOH 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 City 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 City Council to staff on how to proceed and could jeopardize the City's standing with the granting agency.

REFERENCE INFORMATION:

N/A

3



City of Las Cruces®

PEOPLE HELPING PEOPLE

COUNCIL ACTION AND EXECUTIVE SUMMARY PACKET ROUTING SLIP

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of April 18, 2016
(Adoption Date)

TITLE:

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY), ON BEHALF OF ITS PARKS AND RECREATION DEPARTMENT (P&R), TO APPROVE A MEMORANDUM OF AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF HEALTH (NMDOH), PROVIDING GRANT FUNDS IN THE AMOUNT OF \$50,000.00 FOR THE HEALTHY KIDS HEALTHY COMMUNITIES INITIATIVE; TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE MEMORANDUM OF AGREEMENT; AND TO AMEND THE CITY'S ADOPTED FY2016 BUDGET.

Purchasing Manager's Request to Contract (PMRC) {Required?} Yes No

DEPARTMENT	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact	<i>[Signature]</i>	X 2281	3/15/16
Department Director	<i>[Signature]</i>	2080	3/16/16
Other	<i>[Signature]</i>	2530	3/18/16
Assistant City Manager /CAO Management & Budget Manager	<i>[Signature]</i>	207	3-22-2016 3-21-2016
Assistant City Manager/COO	<i>[Signature]</i>		3/22/16
City Attorney	<i>[Signature]</i>	Ext 2128	23 Mar 2016
City Clerk	<i>[Signature]</i>	X2115	4-6-16

RESOLUTION NO. 16-199

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY), ON BEHALF OF ITS PARKS AND RECREATION DEPARTMENT (P&R), TO APPROVE A MEMORANDUM OF AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF HEALTH (NMDOH), PROVIDING GRANT FUNDS IN THE AMOUNT OF \$50,000.00 FOR THE HEALTHY KIDS HEALTHY COMMUNITIES INITIATIVE; TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE MEMORANDUM OF AGREEMENT; AND TO AMEND THE CITY'S ADOPTED FY2016 BUDGET.

The City Council is informed that:

WHEREAS, the City, on behalf of P&R, entered into a Memorandum of Agreement with the NMDOH, to receive \$50,000.00 in grant funds supporting the Healthy Kids Healthy Communities Initiative in Doña Ana County; and

WHEREAS, P&R will use the funding to add trail signage, develop trail promotional materials, and track and report before and after trail usage supporting the Healthy Kids Healthy Communities Initiative to NMDOH; and

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

WHEREAS, the funding must be used by September 30, 2016.

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

(I)

THAT the City is authorized to accept the grant funding provided through the Memorandum of Agreement with NMDOH in the amount of \$50,000.00 in support of the Healthy Kids Healthy Communities Initiative in Doña Ana County.

(II)

THAT the City Manager's signature is hereby ratified on the Memorandum of Agreement, as shown in Exhibit "A" attached hereto and made a part of this resolution.

(III)

THAT the City's FY2016 budget is adjusted, as shown in Exhibit "B", attached hereto and made part of this resolution.

(IV)

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

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

APPROVED:

Mayor

ATTEST:

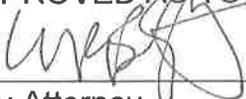
City Clerk

(SEAL)

Moved by _____

Seconded by _____

APPROVED AS TO FORM:



City Attorney

VOTE:

Mayor Miyagishima:	_____
Councillor Gandara:	_____
Councillor Smith:	_____
Councillor Pedroza:	_____
Councillor Eakman:	_____
Councillor Sorg:	_____
Councillor Levatino:	_____

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

This Agreement entered into between New Mexico Department of Health (DOH) and the 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 the Healthy Kids Healthy Communities Initiative in Dona Ana County to expand opportunities for active living for children and adults where they live, learn, and play. Active living is a lifestyle choice that helps prevent obesity.

2. SCOPE OF WORK

A. The Entity shall perform the following work:

1. Implement phase 2 of the way-finding signage system to increase the cities connectivity between outer and inner loops including local parks, safe routes, open school yards and multi-use trails. Phase 2 includes the Trails and/or Routes in Mesquite, Alameda, and Main Street area. Signage options include, but are not limited to: identifying the start and end of a trail/route; connectivity to loops/trails/routes nearby; mile markers; multi-use options; outdoor space including fitness stations, parks or community attractions (i.e. Main Street Downtown, public library, aquatic center, etc.); and kid-friendly signs. Implementation activities include 1) working with appropriate governmental entities to obtain approval of posting signage; 2) design, fabrication and installation of the approved signage. Submit monthly updates on activities undertaken, progress made, challenges encountered, and next steps.
2. Encourage community usage of the Cruces trail system including the Mesquite, Alameda and Main Street trails and/or Routes through strategic programming. These efforts are part of a continuing plan to promote wellness by encouraging residents to use the 24 mile trail system that continues to expand. Including a public information campaign utilizing a variety of media outlets including social media; City Manager's Weekly Newsletter, and video programming to encourage community usage of multi-use paths for commuter or activity purposes. Submit monthly updates on activities undertaken, progress made, challenges encountered, and next steps.
3. Track usage of trail system before and after the installation of way-finding signage and public information campaign throughout the Mesquite, Alameda and Main Street area at various locations. 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, usage count and next steps.
4. Develop, implement, and promote youth usage of Farmers Market and the Downtown/Main street Area. A pilot program can be an age-appropriate Farmers Market Scavenger Hunt (FMSH) that: 1) Promotes healthy eating and active living through collaborations with nutrition educators, farmers' market management, downtown partnerships and local schools. FMSH options include but are not limited to: introducing children to healthier locally grown foods; understanding the activities around them when visiting the market. 2) Encouraging children to utilize walking routes through kid-friendly

maps. Submit monthly updates on activities undertaken, progress made, challenges encountered, and next steps.

5. Design and implement a "Park Play" project through the development of a booklet and promotional campaign. Options include, but are not limited to targeting WIC clients, pediatric and OB-GYN clinicians, early childhood intervention centers along with distribution through the Parks and Recreation Department. The Park Play booklet will rate parks based on criteria such as safety, utilization, amenities, proximity to walking trails, fun facts about the park, nutrition and hydration tips, and other health-related attractions. Printing of the booklets, permission to "Play" BMI notepads, and additional copies of the most current Las Cruces Prescription Trails. Submit monthly updates on activities undertaken, progress made, challenges encountered, and next steps.
6. 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?
 - # times built environment working group met on establishing and expanding trail system
 - How well did we do it?
 - # and mileage of trails established and/or marked with signage
 - # and type of signage posted to support trail system
 - Is anyone better off?
 - # people using trail system (using infrared tracking devices)

Entity's efforts shall contribute to the decrease in childhood obesity prevalence.

7. The Entity shall substantially perform the following Performance Measures:
 - a. Population Performance Measures: P002
 - i. Reducing the proportion of children in elementary schools who are considered obese.

General Provisions:

Performance will be monitored and evaluated by monthly conference calls, progress reports and summary reports.

Budget

FY16 Deliverables

FY16 DELIVERABLES – City of Las Cruces	
Submit monthly updates on the implementation of using Way-finding signage to promote use of community multi-use trails	\$30,000.00
Submit monthly updates on the promotion of community usage of community trail system through a public information campaign.	\$5,000.00
Submit monthly updates in the usage of trail system with a concerted effort around tracking use before and after the installation of way-finding signage and public information campaign.	\$5,000.00
Submit monthly updates on development of Farmers Market Scavenger Hunt and Downtown/Main Street Area Historic Walking Routes system map progress.	\$5,000.00
Submit monthly updates on the design and progress made on the "Park Play" project.	\$5,000.00
TOTAL	\$50,000.00



General Provisions

DEPARTMENT will pay the Entity based upon deliverables completed after receipt and approval of deliverables and monthly invoices. The DEPARTMENT reserves the right to conduct program audits to verify program compliance, quality and completeness and to request periodic progress reports.

The Entity will be responsible for paying employer and employee portions of FICA, as well as other applicable federal, state and local taxes.

The Entity agrees to submit invoices for services provided within 30 (thirty) days of the month in which services were delivered. In addition, notwithstanding the provisions of Article 3, Section B, the Entity agrees to submit the final invoice for services provided in June within the first week of the following July.

3. ADMINISTERING AGENCY

The administering agency is the DOH.

4. COMPENSATION

A. The total amount payable to the Entity under this Agreement, including gross receipts tax and expenses, shall not exceed \$50,000.00. This amount is a maximum and not a guarantee that the work assigned to Entity under this Agreement to be performed shall equal the amount stated herein.

B. The DOH shall pay to the Entity in full payment for services satisfactorily performed BASED UPON DELIVERABLES, such compensation not to exceed \$50,000.00 including gross receipts tax. Payment is subject to availability of funds as appropriated by the Legislature to the DOH and to any negotiations between the parties from year to year pursuant to Article 2, Scope of Work. All invoices MUST BE received by the DOH no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. The Entity shall submit to the DOH at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.

C. The Entity must submit a detailed statement accounting for all services performed and expenses incurred. If the DOH finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Entity that payment is requested, it shall provide the Entity a letter of exception explaining the defect or objection to the services, and outlining steps the Entity may take to provide remedial action. Upon certification by the DOH that the services have been received and accepted, payment shall be tendered to the Entity within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the DOH shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

5. PROPERTY

The parties understand and agree that property acquired under this Agreement shall be the property of the DOH.

6. CLIENT RECORDS AND CONFIDENTIALITY

Contractors Initials
FY16 DOH MOA

- A. The Entity shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the DOH.
- B. The Entity shall protect the confidentiality, privacy and security of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the client when the record is a client record, or the DOH.
- C. The Entity shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other State and Federal rules, regulations and laws protecting the confidentiality of information. If the Entity may reasonably be expected to have access to Departments' Protected Health Information (PHI) as defined by HIPAA, Entity shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this Agreement. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the DEPARTMENT shall constitute grounds for termination of this Agreement in accordance with Article 9 of this Agreement.

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 30, 2016 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.

Contractors Initials
FY16 DOH MOA



IN WITNESS WHEREOF the parties have executed this AGREEMENT at Santa Fe, New Mexico. The effective date is upon approval of both parties, whichever is later.

New Mexico Department of Health

City of Las Cruces

By: [Signature]
Authorized Signature Designee

By: [Signature]

Date: 1/11/16

Date: 12/9/15

By: [Signature]
Department of Health
Assistant General Counsel

By: [Signature]

Date: 1/4/16

Date: 12-15-15

APPROVED AS TO FORM:

[Signature]
City Attorney

Contractors initials [Signature]
FY16 MOH MOA
[Signature]

CITY OF LAS CRUCES

Fund Summary

EXHIBIT "B"

Fund: 2760

Fund Name: STATE OPERATING GRANTS

DFA: 218

DFA Name: Intergovernmental Grants

	2015-16 Budget			%
	Adopted	Adjustment	Amended	Inc. / Dec.
<i>Beginning Balance</i>	\$ 0	0	0	0.00%
Resources				
Revenue	\$ 76,915	50,000	126,915	65.01%
Proceeds	0	0	0	0.00%
Transfers In	0	0	0	0.00%
Total Resources	\$ 76,915	50,000	126,915	65.01%
Expenditures				
Salaries & Benefits	\$ 0	0	0	0.00%
Operating Costs	0	0	0	0.00%
Capital Outlay	0	0	0	0.00%
Debt Service	0	0	0	0.00%
Grant / Projects	76,915	50,000	126,915	65.01%
Transfers Out	0	0	0	0.00%
Total Expenditures	\$ 76,915	50,000	126,915	65.01%
<i>Ending Balance</i>	\$ 0	0	0	0.00%

