

City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

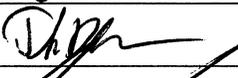
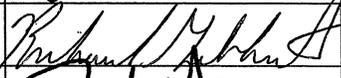
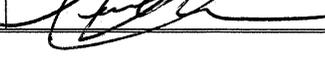
Item # 4 Ordinance/Resolution# 11-015 Council District:

For Meeting of July 19, 2010
(Adoption Date)

TITLE:

A RESOLUTION AUTHORIZING THE LAS CRUCES SUSTAINABILITY PROGRAM TO ACCEPT THE NEW MEXICO ENVIRONMENT DEPARTMENT’S “NEW MEXICO RECYCLING AND ILLEGAL DUMPING ALLIANCE” GRANT AWARD IN AN AMOUNT UP TO \$5,000.00, WITH A VOLUNTARY IN-KIND MATCH OF \$3,340.00, TO RATIFY THE CITY MANAGER’S SIGNATURES ON THE LETTER OF ACCEPTANCE AND GRANT AGREEMENT, AND ADJUST THE FY 2011 BUDGET.

PURPOSE(S) OF ACTION: To accept grant funding from the New Mexico Environment Department in an amount up to \$5,000.00 for the Las Cruces Sustainability Program in order to purchase a solar-powered recycling receptacle, and to ratify the City Manager’s signature on the Grant Agreement. The State-funded Equipment Grant Fund for FY2011 will be adjusted accordingly.

Name of Drafter: Maria J. Nape		Department: Finance/ Grants		Phone: 575-541-2104	
Department	Signature	Phone	Department	Signature	Phone
Sustainability		528-3069	Budget		541-2107
Grant Administration		541-2281	Assistant City Manager		541-2271
Legal		541-2128	City Manager		541-2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The funds received through this grant would be allocated to purchase and install one Big Belly solar cordless compacting unit to collect recyclable materials in areas of high pedestrian activity, to be installed outside City Hall, as well as liner bags for recyclables. The granting agency has given the City a contingency award that may provide additional funding for other units. If awarded, these receptacles would be placed at the sports and recreation complexes on Hadley Ave.—which is home to numerous ball fields—and at the aquatic center.

The goal of the project is to make recycling convenient and highly visible for people utilizing these City facilities, while at the same time minimizing costs associated with emptying traditional receptacles. The purpose of the compacting unit is that it can be serviced 80% less frequently than comparably sized receptacles, thereby reducing fuel and labor costs

typically associated with distributed recycling collection. The solar power allows the unit to be located in any outdoor space, regardless of electricity availability.

SUPPORT INFORMATION:

Fund Name / Account Number	Amount of Expenditure	Budget Amount
Equipment Grant Fund 2500 Acct. No.: 25184010-851100-20406	\$5000.00	\$5000.00

1. Resolution
2. Exhibit "A". Grant Acceptance Package
3. Exhibit "B". Grant Offer Letter
4. Exhibit "C". Letter of Acceptance
5. Exhibit "D". Grant Agreement
6. Exhibit "E". Budget Adjustment

OPTIONS / ALTERNATIVES:

1. Approve Resolution as drafted for City of Las Cruces Sustainability Program to accept funds in an amount up to \$5,000.00 with voluntary in-kind match contribution of \$3,340 from the New Mexico Environment Department to purchase a "Big Belly" solar compactor and liner bags for recyclables.
2. Disapprove Resolution for the City of Las Cruces Sustainability Program to accept funds from the New Mexico Environment Department. No reimbursement requests will be submitted.
3. Modify or make recommended changes to Resolution.

RESOLUTION NO. 11-015

A RESOLUTION AUTHORIZING THE LAS CRUCES SUSTAINABILITY PROGRAM TO ACCEPT THE NEW MEXICO ENVIRONMENT DEPARTMENT'S "NEW MEXICO RECYCLING AND ILLEGAL DUMPING ALLIANCE" GRANT AWARD IN AN AMOUNT UP TO \$5,000.00, WITH A VOLUNTARY IN-KIND MATCH OF \$3,340.00, TO RATIFY THE CITY MANAGER'S SIGNATURES ON THE LETTER OF ACCEPTANCE AND GRANT AGREEMENT, AND ADJUST THE FY 2011 BUDGET.

The City Council is informed that:

WHEREAS, the New Mexico Environment Department is providing funding opportunities to local government agencies through a "Recycling and Illegal Dumping" grant to subsidize the cost of new recycling initiatives and promote public awareness of green issues; and

WHEREAS, the Las Cruces Sustainability Program--charged with promoting sustainable actions within the community--has received funds to purchase a solar-powered recycling container for City Hall, along with liner bags for disposal of recyclables; and

WHEREAS, this will be the first outdoor container in the City geared toward collecting recyclable material from people on foot such as bottles, cans, and paper, creating additional recycling opportunities for City residents.

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

(I)

THAT the Las Cruces Sustainability Program is authorized to accept a grant in an amount up to \$5,000.00 with a voluntary in-kind match of \$3,340 from the New Mexico Environment Department.

(II)

THAT the Council does ratify the signature of City Manager on the letter of acceptance and Grant Agreement to meet grant submission deadline.

(III)

THAT the Council authorizes the adjustment to the FY2011 budget.

(IV)

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

DONE AND APPROVED this 19th day of July 2010.

(SEAL)

ATTEST:

City Clerk

Moved by: _____

Seconded by: _____

APPROVED:

Mayor

VOTE:

Mayor Miyagishima: _____

Councillor Silva: _____

Councillor Connor: _____

Councillor Pedroza: _____

Councillor Small: _____

Councillor Sorg: _____

Councillor Thomas: _____

APPROVED AS TO FORM:


City Attorney

Grant Acceptance Package

Grant Acceptance Verification and Signature

Opportunity Title: New Mexico Recycling and Illegal Dumping Alliance

Offering Agency: New Mexico Environment Department
Solid Waste Bureau

Opportunity Number: N/A

Amount Awarded: \$5,000

Performance Period: July, 2010 – December, 2010

Requesting Agency/Department: Sustainability/Community Development

GAO – Grant Writer: Maria Nape

SUPPORT INFORMATION:

The City of Las Cruces has been awarded a grant in an amount not to exceed \$5,000 to reimburse for the purchase one (1) “Big Belly” solar compactor to be located outside City Hall for recycling in public spaces, as well as liner bags for recyclables.

OPTIONS

1. Agree with request to accept grant funding. Affirmed by signature below and contract execution. Package to be returned to GAO.
2. Disagree, funding agreement to be returned to funder. Unsigned package to be returned to GAO.

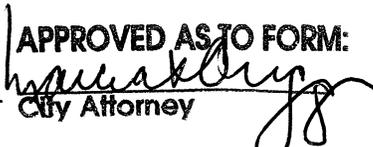
Approved:



 Terrence Moore, City Manager



 Date

APPROVED AS TO FORM:

 Ass: _____
 City Attorney

CMP #2.2 Effective 07/06/09: The City Manager may authorize the application for any grant with these exceptions:
 The grant award is anticipated to be in excess of \$50,000 and funding has not been appropriated as part of the current budget.
 The ARRA grant award is anticipated to be in excess of \$500,000 and funding has not been appropriated as part of the current budget.
 The acceptance of the grant will require City Council to adjust the current budget to appropriate matching funds.
 The grant requirements stipulate that the City will continue to operate and fund the project/program after the grant period is complete.
 The grant requirements stipulate that the City enter into a new Memorandum of Understanding or a Joint Powers Agreement with another entity.



BILL RICHARDSON
Governor

NEW MEXICO
ENVIRONMENT DEPARTMENT

Environmental Protection Division
Solid Waste Bureau

1190 St. Francis Drive R. S2050
P.O. Box 5469
Santa Fe, New Mexico 87502-5469
Telephone (505) 827-0197
Fax (505) 827-2902
www.nmenv.state.nm.us



RON CURRY
Secretary

JIM NORTON
EPD Director

May 7, 2010

Mr. Thomas Schuster
City of Las Cruces
PO Box 20000
Las Cruces, NM 88004

Dear Mr. Schuster:

Thank you for your interest in the New Mexico Recycling and Illegal Dumping Grants. We received an overwhelming number of qualified responses, which only made the selection process more difficult.

The Recycling and Illegal Dumping Alliance has reviewed Las Cruces's application for the Big Belly Solar Compactor grant in the amount of \$14,000. Based on their recommendation, the New Mexico Environment Department is pleased to offer a grant of up to **\$5,000**, subject to negotiation of a formal Grant Agreement between the Department and the Applicant.

The Alliance decided that even though this is a great demonstration project, they would only fund one (1) Big Belly solar compactor to be placed outside the new city hall building.

The Alliance also awarded Las Cruces a contingency award. Should any other recipient not accept their offer, or during the course of the year have to rescind their grant, Las Cruces would receive additional money for the purchase of one (1) or two (2) more Big Belly solar compactors. I will alert you should this be the case.

The Grant Agreement will include five (5) specific Exhibits prepared by the applicant, with formats provided by the Department: Exhibit A - Project Description, Exhibit B - Project Budget, Exhibit C - Project Schedule, Exhibit D - Mechanisms for Non-Recurrence, and Exhibit E - Work / Reimbursement Request Schedule.. The Department's point of contact for Grant Agreement development and Exhibit development will be Tim Gray, 827-0129, or tim.gray@state.nm.us.

As part this grant offer, the recipient must attend a half day training on grant management to help facilitate proper grant administration. The training will be held on Wednesday, June 9th 2010.

DO NOT SPEND ANY FUNDS IN ANTICIPATION OF REIMBURSEMENT FROM THE RECYCLING AND ILLEGAL DUMPING GRANT FUND until the Grant Agreement is executed by authorized officials of both parties. This agreement will be valid once the New Mexico Environment Department's Secretary signs the formal agreement, no sooner than **July 1, 2010 through June 30, 2011.**

If the above offer and general conditions are acceptable, **please advise in writing on your office's letterhead as soon as possible to the following address:**

New Mexico Environment Department
Solid Waste Bureau
Attn: Tim Gray
1190 St. Francis Drive
PO Box 5469
Santa Fe, NM 87502-5469

We look forward to working with you on this project to help meet your community's recycling needs.

Sincerely,



Auralie Ashley-Marx
Chief, Solid Waste Bureau



June 3, 2010

Mr. Tim Gray
New Mexico Environment Department
Solid Waste Bureau
P. O. Box 5469
Santa Fe, NM 87502

Dear Mr. Gray:

Our community was excited to hear of the grant opportunity the New Mexico Environment Department was extending to the City of Las Cruces through the Recycling and Illegal Dumping funding initiative. We look forward to using the funds to purchase a Big Belly solar compactor to be placed at our new City Hall facility. By placing the recycler in such a central location, we hope to better educate our citizens on the importance of recycling in a sustainable fashion.

Our Sustainability Officer, Thomas Schuster, looks forward to attending the training on June 9, 2010 regarding grant management. This training session will allow us to better meet the guidelines set forth by your organization, benefiting all parties involved. We graciously accept the—up to \$5,000.00—extended to us, as well as the possibility of additional funding through a contingency award and will be working diligently to put together the Grant Agreement necessary to fully execute our contract.

Should you have questions and/or require additional information, please feel free to contact Mr. Schuster by calling (575) 528-3069 or via email at tschuster@las-cruces.org.

Sincerely,

Terrence R. Moore, ICMA-CM
City Manager

c: Robert Garza, Assistant City Manager
Thomas Schuster, Sustainability Officer

ARTICLE 3 SPECIAL TERMS AND CONDITIONS

The parties agree that:

- A. Grant funds shall not be used to pay, refund, renew, roll over, retire or replace any other obligations previously issued or incurred by the GRANTEE.
- B. NMED shall reimburse GRANTEE for expenditures only as described in Article 10 and only if incurred after **JULY 1, 2010 AND/OR AFTER A PURCHASE ORDER IS ISSUED.**

ARTICLE 4 GRANT CONTRIBUTIONS

The parties recognize that the costs of the project may exceed \$5,000 and, in such event, the GRANTEE shall contribute the difference between the total cost of the project and the funds available from NMED under this grant agreement plus any matching funds, or the scope of work (Article 5) shall be reduced, subject to NMED's right of prior approval as provided in Article 5(B) of this grant agreement.

ARTICLE 5 SCOPE OF WORK

The GRANTEE shall implement, in all respects, the project outlined in the Project Description, attached as Exhibit "A", the Budget, attached as Exhibit "B", the Work Plan and Schedule, attached as Exhibit "C", if applicable, the Mechanism for Non-recurrence, attached as Exhibit "D", and the Work / Reimbursement Schedule, attached as Exhibit "E".

The GRANTEE shall not change the Project Description without (i) submitting a written request to NMED and obtaining NMED's written approval of the change and (ii) amendment of the grant agreement if necessary.

The GRANTEE shall submit quarterly reports to NMED. Quarterly reports shall:

1. be in narrative form and adequately summarize the quarter's project activities;
2. summarize the project's progress, status, and milestones;
3. include revised work plans or timelines as necessary;
4. include a description of any issues that may hinder timely completion of the project and proposed solutions;
5. include a discussion of future project activities;
6. Quarterly reports shall include an itemized list of any requests for reimbursements for that quarter, evidence of payments (copies of invoices, vouchers, cancelled checks) and any other relevant supporting documents.

ARTICLE 6 ADMINISTRATIVE PROCEDURES

Upon execution of this grant agreement, the GRANTEE shall follow the procedures listed below unless waived in writing by NMED.

- A. Copies of all executed contracts that the GRANTEE entered into prior to this grant agreement and that are related to this project shall be submitted to NMED for review and, if applicable, approval.
- B. Request for Proposals (RFP) for professional services and/or other services shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-21 et seq, if applicable. If grant funds are to be used for professional services, the GRANTEE shall submit documentation regarding the hiring process to be used and the RFP, if applicable, to NMED for review and approval prior to selecting professional services. If, for any one circumstance, professional fees will exceed \$50,000, excluding gross receipt taxes, the GRANTEE shall contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 881-1257, fax (505) 830-1670, and e-mail ptab@acecnm.org.)
- C. Any pre-existing agreements for professional services that the GRANTEE proposes for use on the project shall be submitted to NMED for approval prior to any performance or expenditure, if deemed necessary by NMED.
- D. If grant funds are to be used for engineering design or for construction, the GRANTEE shall submit all plans, specifications, and any addenda to NMED for review and approval before the project is advertised for construction bids, if deemed necessary by NMED. Plans and specifications shall be prepared by a registered New Mexico Professional Engineer.
- E. The GRANTEE shall submit all modifications to plans and contracts in writing to NMED for written approval prior to implementation of such modification. NMED's decision approving or disapproving the modification shall be made in a timely manner in writing to the GRANTEE. If immediate action is needed, a verbal notification of NMED's decision will be made, followed by written notification.
- F. The GRANTEE shall submit requests for reimbursement to NMED in a timely manner and in accordance with Article 9. Requests for reimbursement and supporting documentation must be submitted during the same fiscal year as the costs are incurred (fiscal year is July 1 to June 30.) Requests for reimbursement for eligible expenses completed within the last 60 days in a fiscal year shall be submitted to NMED no later than July 30, or as instructed by the grant administrator.
- G. NMED may require proof of deposit and/or proof of payment to contractors or consultants, including the disbursement of funds from other sources used for this project.
- H. The project will not be considered complete until the work as defined in this grant agreement has been fully performed and finally and unconditionally accepted by the GRANTEE and NMED.

ARTICLE 7 NMED REVIEW

NMED inspection, review, and approval are for purposes of compliance with applicable State grant requirements, procedures, and regulations only. NMED approval shall not be interpreted

as any warranty or guarantee, and all defects and their correction shall be the responsibility of the GRANTEE. Approval of plans and design of the project indicates only that the submitted plans are complete and in compliance with applicable State grant requirements, procedures, and regulations. The GRANTEE shall be responsible for the completion and success of the project. Approval by NMED does not relieve the GRANTEE of any legal responsibilities.

NMED shall have the right to examine all installations comprising the project, including materials intended for use on the project. Such examinations shall not be considered an inspection for compliance with contract plans.

ARTICLE 8 OPERATION AND MAINTENANCE

The GRANTEE shall perform all operation and maintenance of the project.

ARTICLE 9 COMPENSATION AND METHOD OF PAYMENT

A. No expenditure of funds by GRANTEE in anticipation of reimbursement pursuant to this grant agreement is authorized prior to execution of this grant agreement.

B. No expenditure of funds by GRANTEE in anticipation of reimbursement pursuant to this grant agreement is authorized prior to receipt by NMED of a State Purchase Order.

C. For satisfactory performance of all work and services required under the terms of this grant agreement, NMED shall reimburse the GRANTEE for actual costs incurred, up to the limit set forth in Article 1. The GRANTEE may submit requests for reimbursement at its discretion, but not more than once in any thirty (30) day period, during the term of this grant agreement. NMED shall reimburse the GRANTEE when NMED determines, at its sole discretion, that expenditures have been properly documented. Copies of all applicable paid vouchers shall be submitted to NMED with requests for reimbursement. All requests for reimbursement shall be submitted using forms provided by NMED and shall be accompanied by appropriate documentation to assure that those costs being reimbursed are correct and within the approved scope of work as described in Exhibit A. Requests for reimbursement shall include expenditures to date by approved budget category (Exhibit B).

D. Interim payments may be made as the work progresses. The GRANTEE shall prepare and certify requests for reimbursement for interim payments. Interim payments for approved services shall be made in accordance with the approved contracts or agreements for those services. All reimbursement requests shall be signed by the signatory authority as designated in Article 21. A transmittal letter shall be included with each reimbursement request. All reimbursement requests shall be prepared and submitted using the NMED-approved format.

E. Interim or final payment by NMED may be withheld until such time as NMED determines, in its sole discretion, that the GRANTEE has complied with the terms of this grant agreement, including all administrative procedures (Article 6).

F. When multiple funding sources are used to complete the project, the project Budget (Exhibit B) shall identify all funding sources and the line item to which funds are allocated from each source.

G. Any grant funds which remain unexpended after all conditions of this grant agreement have been satisfied will revert to the Recycling and Illegal Dumping Fund.

H. The funds referred to in Article 1 shall constitute full and complete payment of monies to be received by the GRANTEE from NMED.

I. Notwithstanding the other provisions of this article, five percent (5%) of the total grant amount may be withheld by NMED until NMED has determined in its sole discretion that the project is at least 90% complete. This amount may be withheld by NMED pending final project inspection by NMED, submission by the GRANTEE of a final report, and acceptance of the project by NMED. Final project inspection by NMED shall be performed promptly and the results shall be conveyed to the GRANTEE in writing if deficiencies are found. The project will not be considered complete until the work as defined in this grant agreement has been fully performed and finally and unconditionally accepted by the GRANTEE and NMED.

J. If grant funds are used for the purchase of used equipment, final payment will be made after approval by NMED of appraisal reports and equipment title for used equipment, if deemed necessary by NMED.

K. Upon project completion, final payment shall be made after the final inspection has been conducted by NMED and, if the GRANTEE has contracted or subcontracted with others, the following, unless waived by NMED, have been reviewed and approved by NMED:

1. A final reimbursement request including the final certified pay request approved by the GRANTEE's signatory authority.
2. A certification of project acceptance prepared by the GRANTEE stating that work has been satisfactorily completed and all contractors have fulfilled all of the obligations required under the contract documents with the GRANTEE.
3. For contracts that exceed \$60,000 for contractor or subcontractor costs, a certification letter by the GRANTEE that the Labor Standards Contract Provisions have been met.
4. Complete and legally effective release or waivers (satisfactory to the GRANTEE), of liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu of, and as approved by the GRANTEE, contractor(s) may furnish receipt or releases in full, and releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the GRANTEE or its property might in any way be responsible, have been paid or otherwise satisfied.
5. A written consent of the surety, if any, to final payment.

6. GRANTEE's ledger sheets, including all payments made by the GRANTEE, may be requested with the final reimbursement request, and before the final reimbursement request is processed by NMED.

L. Upon project completion, final payment shall be made after a final report has been submitted to NMED. The final report shall include at least the following:

1. A narrative description of the project including photographs of the project, including before and after photographs if applicable.
2. A list of all major equipment and the cost of such equipment purchased under the terms of this grant agreement.
3. A narrative description and photographs of all construction projects that were partially or completely funded under the terms of this grant agreement.
4. Any other information requested in writing by NMED.

ARTICLE 10 ALLOWABLE AND UNALLOWABLE COSTS

The parties agree that allowable costs shall be limited to those costs that are necessary, reasonable, and directly related to the efficient achievement of the objectives of this grant agreement as defined in Exhibit A. GRANTEE shall justify, in accordance with NMED criteria and procedures, all expenditures for which it requests reimbursement. NMED may withhold reimbursement of any item or expenditure and may reclaim improperly documented reimbursement until the GRANTEE provides sufficient justification.

Unallowable costs include but are not limited to: administrative expenses, (including grant application preparation), costs of GRANTEE employees not directly employed in the Tire Recycling Program, late fees, interest or penalties, and in accordance with Article 23, Special Terms and Conditions. Unallowable costs shall be paid by the GRANTEE.

ARTICLE 11 ACCOUNTING

Funds received by the GRANTEE from NMED and all other funding sources for the project shall be established as separate identifiable ledger accounts or be deposited in separate bank accounts. The GRANTEE shall comply with generally accepted accounting principles to account for all funds.

ARTICLE 12 RECORDS/AUDIT AND INSPECTION

The GRANTEE shall maintain books, records, documents, and other evidence sufficient to substantiate the costs incurred in the performance of this grant agreement. The project site and GRANTEE facilities that are in any part the subject of this grant agreement, including all books, records, documents, ledgers, and other evidence required by this article, shall be preserved and made available to NMED, the State Auditor and/or his agent(s) during the agreement period and for a period of six (6) years from date of final payment. If, upon expiration or termination of this agreement, NMED has questions concerning proper expenditure of funds and has conveyed such to GRANTEE in writing, the GRANTEE shall preserve and make available all books, records, documents, ledgers, and other evidence relating to this grant agreement until such questions are

resolved and the GRANTEE has received written notice to that effect from NMED. This article applies to all contracts let by the GRANTEE and costs that are to be claimed for reimbursement.

ARTICLE 13 CERTIFICATION

By signing this grant agreement the GRANTEE gives assurance and certifies that:

- A. The GRANTEE possesses legal authority to make application for these funds and to execute this agreement.
- B. If required by applicable local rule or ordinance, the GRANTEE's current governing body has duly adopted or passed a resolution authorizing the person(s) identified as the official representative of the GRANTEE to submit any documents pertaining to the project, along with all understandings and assurances contained in this grant agreement. If required by applicable local rule or ordinance, the resolution also identifies the person(s) with signatory authority for the GRANTEE (the person(s) authorized to submit and sign reimbursement requests to NMED). The GRANTEE shall provide a copy of the resolution to NMED with the signed grant agreement.
- C. The GRANTEE will provide all necessary qualified personnel, material, and facilities to implement the project described in this grant agreement.
- D. The GRANTEE will comply with federal, State and local regulations, policies, guidelines and any other requirements with respect to the acceptance and use of funds for this project.
- E. When real property, easement, or other right to use real property is acquired by the GRANTEE, either through purchase or donation, as a part of this project and within the project period, the GRANTEE will submit documentation of title pertaining to such property, easement, or rights-of-way to NMED.
- F. No officer or employee of the GRANTEE or its designees or agents, or member of the governing body of the locality in which the project is situated during his/her tenure or for one year after his/her tenure, will have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the project assisted under this agreement. The GRANTEE will incorporate in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- G. Assistance from the State of New Mexico will be acknowledged on all project signs that acknowledge project funding sources. The project signs will include the name of the project, the name of the GRANTEE, total cost of the project and a listing of the financial participation by dollar amount from all sources.

ARTICLE 14 OCCUPATIONAL SAFETY

The GRANTEE covenants that it will take affirmative action to ensure that the project is conducted in conformance with federal and State laws and regulations relating to occupational health and safety. Authorized inspectors from NMED's Occupational Health and Safety Bureau shall have unobstructed access to project sites and shall not be impeded in any way from performance of their duties. These provisions shall be included in any contract entered into by the GRANTEE and its contractors.

ARTICLE 15 EQUAL EMPLOYMENT OPPORTUNITY

The GRANTEE agrees to abide by all federal and state laws, 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, rules, regulations, and executive orders of the Governor of the State of New Mexico, the GRANTEE agrees to assure that no person will, on the grounds of race, color, national origin, gender, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or otherwise be subject to, discrimination under any activity performed under this grant agreement. If GRANTEE is not in compliance with these requirements during the life of this grant agreement, GRANTEE agrees to take appropriate steps to correct any deficiencies.

ARTICLE 16 SCOPE OF AGREEMENT AND AMENDMENTS

This grant agreement constitutes the entire and exclusive agreement between the GRANTEE and NMED with respect to the Project. This grant agreement supersedes any and all prior agreements, discussions, communication, representation, or negotiations, written or verbal. The parties may amend this grant agreement if the amendment is in writing and signed by both parties.

ARTICLE 17 TERMINATION

NMED shall have the right to terminate this grant agreement if at any time in the judgment of NMED the terms of the grant agreement have been violated or the activities described in the attached exhibits are not progressing satisfactorily. This grant agreement may also be terminated for failure to provide adequate deliverables within the agreed upon time frames, non-performance of tasks, for missing three consecutive quarterly report deadlines, mutually agreed upon work plan dates, or any other reason as determined by NMED.

Termination shall be effected by sending written notice to the GRANTEE and is effective upon receipt or as determined by NMED in the termination letter. The GRANTEE shall accept as final NMED's decision as to terminate the contract.

Upon termination, NMED may demand a refund of all or part of the funds disbursed to the GRANTEE.

The GRANTEE acknowledges that the New Mexico Legislature, in its sole discretion, may extend, shorten, cancel or otherwise modify this grant agreement at any time during the term of this grant agreement.

GRANTEE REPRESENTATIVE(s)

Name: Thomas Schuster Phone: (575) 528-3069 E-mail address: tschuster@las-cruces.org

Address: City of Las Cruces, PO Box 20000, Las Cruces, NM 88004

GRANTEE SIGNATORY AUTHORITY(s)

Name: Terrence Moore Phone: (575) 541-2076 E-mail address: tmoore@las-cruces.org

Address: City of Las Cruces, PO Box 20000, Las Cruces, NM 88004

GRANTEE RESPONSIBLE FINANCIAL OFFICER

Name: Pat Degman Phone: (575) 541-2080 E-mail address: patd@las-cruces.org

Address: City of Las Cruces, PO Box 20000, Las Cruces, NM 88004

ARTICLE 22

NOTICE

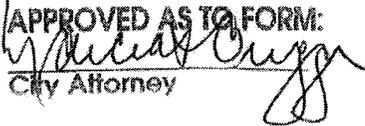
The GRANTEE shall provide notice to all contractors that the Procurement Code imposes civil and criminal penalties for its violation and that the New Mexico criminal statutes impose felony penalties for illegal bribes, kick-backs or rebates.

ARTICLE 23

SPECIAL TERMS AND CONDITIONS

None.

GRANTEE:	
	
Terrence Moore, City Manager	Date <u>6/17/10</u>
GRANTEE Responsible Finance Officer:	
	
Pat Degman, Accounting Manager <i>COMPTROLLER</i>	Date <u>6/16/10</u>
NMED:	
Ron Curry, Secretary	Date

APPROVED AS TO FORM:

Asst City Attorney - 10 -

**EXHIBIT A
PROJECT DESCRIPTION**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND**

RECYCLING AND ILLEGAL DUMPING FUND - NON TIRE GRANT #10NT-12

NAME OF GRANTEE: LAS CRUCES

The New Mexico Environment Department shall use Recycling and Illegal Dumping Funds to reimburse the City of Las Cruces for expenditures incurred for the purchase of a solar compactor for recycling in public spaces.

Reimbursable expenditures include: the purchase of a "Big Belly" solar compactor and liner bags for recyclables.

**EXHIBIT B
BUDGET**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND**

~~RECYCLING AND ILLEGAL DUMPING FUND - NON TIRE GRANT #10NT-12~~

NAME OF GRANTEE: LAS CRUCES

CLASSIFICATION	NMED FUNDS	OTHER SOURCES	TOTAL
Professional Services			
Contractual Services			
Construction Costs			
Transportation			
Equipment	\$5,000	<i>INSTALLATION</i> \$300	\$5,300
Other Costs (Specify)		\$3,040	\$3,040
Contingency			
TOTAL:	\$5,000	\$3,340	\$8,340

Specify Other Costs Noted Above	Education materials and labor
Identify Sources of Other Funds or Services Including In-Kind Match	In-Kind

**EXHIBIT C
PROJECT SCHEDULE**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND**

RECYCLING AND ILLEGAL DUMPING FUND – NON TIRE GRANT #10NT-12

NAME OF GRANTEE: LAS CRUCES

ITEM	YEAR 2010												YEAR 2011											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Purchase solar compactor and liners								X																
Education										X														

**EXHIBIT D
MECHANISMS FOR NON-RECURRENCE**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND**

RECYCLING AND ILLEGAL DUMPING FUND – NON TIRE GRANT #10NT-12

NAME OF GRANTEE: LAS CRUCES

N/A

**EXHIBIT E
WORK / REIMBURSEMENT REQUEST SCHEDULE**

**NEW MEXICO ENVIRONMENT DEPARTMENT
SOLID WASTE BUREAU
RECYCLING AND ILLEGAL DUMPING FUND**

RECYCLING AND ILLEGAL DUMPING FUND – NON TIRE GRANT #10NT-12

NAME OF GRANTEE: LAS CRUCES

3 MONTH REPORTING PERIOD	1st THREE MONTH PERIOD	2nd THREE MONTH PERIOD	3rd THREE MONTH PERIOD	4th THREE MONTH PERIOD
TASKS EXPECTED TO BE COMPLETED DURING PERIOD	Purchase and installation of solar compactor	Education		
EXPECTED STATUS OF TASKS PROPOSED TO BE IN PROGRESS DURING PERIOD (list all applicable)				
AMOUNT OF FUNDS ESTIMATED TO BE EXPENDED DURING PERIOD	\$5,000			

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

FUND	DIVISION		FUND TYPE	
Equipment Grants Fund 2500	Finance		Special Revenue	
	FY 2009/10 Projected*	FY 2010/11 Adjusted	Adjustment	FY 2010/11 Adjusted
RESOURCES				
Beginning Balance	\$ 0	0	0	0
REVENUES				
20006 Senior Center Equipment	\$ 9,746	0		0
20009 Munson Senior Center Equipment	6,656	0		0
23006 TRESKO Computer Equipment	0	0		0
61002 East Mesa Senior Center Equipment	0	12,000		12,000
33006 Dept of Health Fire Equipment	15,000	0		0
33007 Dept of Health Fire Equipment	0	83,036		83,036
37101 PAL Boxing Equipment	0	19,061		19,061
37102 Police Department Equipment	0	28,469		28,469
60402 Bus Shelter Construction	0	1,145		1,145
60403 Bus Shelter Construction	204	14,470		14,470
60E05 Community of Hope	0	40,000		40,000
63A02 Mesilla Valley Hospice Equipment	0	103,692		103,692
37103 Police Equipment (2008)	0	10,000		10,000
20010 Senior Center Equipment (2008)	46,700	0		0
20011 Senior Center Vehicles (2008)	11,169	0		0
20013 East Mesa Senior Center Eq/Furnishings (2009)	0	18,000		18,000
20014 East Side Senior Center Equipment (2009)	2,062	2,938		2,938
20015 Las Cruces Senior Centers Equipment (2009)	0	6,000		6,000
20016 Las Cruces Senior Centers Meals Eq (2009)	0	40,700		40,700
20017 Hot Meal Vehicles Senior Programs (2009)	0	84,000		84,000
20018 Handicap Vans Senior Programs (2009)	0	100,000		100,000
20406 NM Environment Department			5,000	5,000
Total Revenues	\$ 91,537	563,511	5,000	568,511
Total Resources	\$ 91,537	563,511	5,000	568,511
EXPENDITURES				
20006 Senior Center Equipment	\$ 9,746	0		0
20009 Munson Senior Center Equipment	6,656	0		0
23006 TRESKO Computer Equipment	0	0		0
61002 East Mesa Senior Center Equipment	0	12,000		12,000
33006 Dept of Health Fire Equipment	15,000	0		0
33007 Dept of Health Fire Equipment	0	83,036		83,036
37101 PAL Boxing Equipment	0	11,686		11,686
37102 Police Department Equipment	0	8,950		8,950

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

EXHIBIT E CONTINUED

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

Page 2 of 2

FUND	DIVISION		FUND TYPE	
Equipment Grants Fund 2500	Finance		Special Revenue	
	FY 2009/10 Projected*	FY 2010/11 Adjusted	Adjustment	FY 2010/11 Adjusted
60402 Bus Shelter Construction	0	1,145		1,145
60403 Bus Shelter Construction	204	14,470		14,470
60E05 Community of Hope	0	40,000		40,000
63A02 Mesilla Valley Hospice Equipment	0	103,692		103,692
37103 Police Equipment (2008)	0	10,000		10,000
20010 Senior Center Equipment (2008)	46,700	0		0
20011 Senior Center Vehicles (2008)	11,169	0		0
20013 East Mesa Senior Center Eq/Furnishings (2009)	0	18,000		18,000
20014 East Side Senior Center Equipment (2009)	2,062	2,938		2,938
20015 Las Cruces Senior Centers Equipment (2009)	0	6,000		6,000
20016 Las Cruces Senior Centers Meals Eq (2009)	0	40,700		40,700
20017 Hot Meal Vehicles Senior Programs (2009)	0	84,000		84,000
20018 Handicap Vans Senior Programs (2009)	0	100,000		100,000
20406 Sustainability Office - Solar Powered Receptacle			5,000	5,000
Total Expenditures	\$ 91,537	536,617	5,000	541,617
OTHER FINANCING SOURCES (USES)				
Transfer from Fund 1000 - General Fund	\$ 0	0	0	0
Total Other Financing Sources (Uses)	\$ 0	0	0	0
ENDING BALANCE	\$ 0	26,894	0	26,894

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