

City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 2 Ordinance/Resolution# 11-172 Council District: ALL

For Meeting of FEBRUARY 22, 2011
(Adoption Date)

TITLE: A RESOLUTION TO ACCEPT FUNDING IN THE AMOUNT OF \$26,000 FROM VARIOUS ENTITIES FOR THE KEEP LAS CRUCES BEAUTIFUL LIBBY RECYCLING AND WASTE REDUCTION CHILDREN'S BOOK AND TO AMEND THE FISCAL YEAR 2011 BUDGET.

PURPOSE(S) OF ACTION: To accept funding provided by New Mexico Clean & Beautiful, Southwest Central Waste Authority, Keep Doña Ana Beautiful, City of Las Cruces Solid Waste Department, Thomas Branigan Memorial Library and RJI Publishing of Las Cruces, New Mexico for the development and distribution of the "LIBBY" recycling and waste reduction children's book and to amend the fiscal year 2011 budget.

Drafter and Staff Contact: Auguie Henry, III		Department: Grants		Phone: 541-2281	
Department	Signature	Phone	Department	Signature	Phone
LCPD Codes		528-4100	Budget		541-2107
GAO		541-2800	Assistant City Manager		541-2271
Legal		541-2128	City Manager		541-2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Keep Las Cruces Beautiful (KLCB), a division of Las Cruces Police Department Codes Enforcement, Keep Doña Ana Beautiful (KDAB) and South Central Solid Waste Authority are partnering to publish a bi-lingual (English/Spanish) children's book to engage elementary students in recycling and litter prevention.

The book will target second through fourth grade youth, the theme of which will be recycling, illegal dumping and litter prevention. LIBBY, a service dog of KLCB/LCPD Codes Enforcement, will be the main character of the story inspiring and educating all she meets to promote the Keep America Beautiful mission "to educate and encourage all citizens to take personal responsibility for their community". The goal is to give the LIBBY book to each second grade student in Doña Ana County over a three year period through classroom visits and presentations that include LIBBY, the service dog, and an accompanying educator from KLCB or KDAB.

KLCB and KDAB are partnering with RJI Publishing, who will oversee the writing of the book, illustration, Spanish translation, publication and distribution. RJI Publishing will be an in-kind contributor for the book. RJI Publishing has proposed a first run of 20,000 books.

(Continue on additional sheets as required)

The second 10,000 books will be sold at area bookstores to generate revenue for KLCB and KDAB to sustain the LIBBY book program for the next printing. Additionally, the book will be available through the Thomas Branigan Memorial Library as a supporter of the project.

SUPPORT INFORMATION:

1. Resolution
2. Exhibit "A", Service Agreement
3. Exhibit "B", Project Narrative
4. Exhibit "C", 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 (# and Fund Name) Fund.	
Does this action create any revenue?	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: 2410 in the amount of \$5,000 for FY11.
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

Funds to be received for the project are as follows:
 New Mexico Clean and Beautiful: \$5,000; Southwest Central Waste Authority: \$11,000; CLC Solid Waste: \$3,000; Branigan Library: \$1000; KLCB budget from previously received NMC&B grant: \$2,000 and RJI Publishing: \$4,000 (In-kind); for a total of \$26,000. KLCB will be responsible for Requisition Requests for Purchase Orders for invoicing and for subsequent Receivers/Payments for said invoices.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
8170 Recycling	81759070-722190	\$11,000	\$52,893	\$41,893	Various
5500 SW OP	55558040-722190	\$1,500	\$22,809	\$21,309	Various
5500	55558060-	\$1,500	\$23,979	\$22,479	Various

(Continue on additional sheets as required)

SW OP 1000 General 2410 KLCB	722190 10205020- 722190 24147180- 722104- 20572	\$1,000 \$2,000	\$10,249 \$2,000	\$9,249 -0-	Various N/A
2410 KLCB	24147180- 722104- 20581	\$5,000	Pending Budget Adjustment	-0-	N/A

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will allow Keep Las Cruces Beautiful to move forward with their efforts to educate and inform area youth as to the benefits of recycling and litter reduction.
2. Vote "No"; this will stop the project from moving forward to aid in the efforts to educate and inform area youth as to the benefits of waste management.
3. Vote to "Amend"; this is not an option as the partners have negotiated and agreed upon terms for a Service Contract with RJI Publishing.
4. Vote to "Table"; this is not an option due to time limitations of the Service Contract and fund commitments from aforementioned partners.

REFERENCE INFORMATION

The resolution(s) and/or ordinance(s) listed below are only for reference and are not included as attachments or exhibits.

1. N/A

RESOLUTION NO. 11-172

A RESOLUTION TO ACCEPT FUNDING IN THE AMOUNT OF \$26,000 FROM VARIOUS ENTITIES FOR THE KEEP LAS CRUCES BEAUTIFUL LIBBY RECYCLING AND WASTE REDUCTION CHILDREN'S BOOK AND TO AMEND THE FISCAL YEAR 2011 BUDGET.

The City Council is informed that:

WHEREAS, Keep Las Cruces Beautiful (KLCB), a division of Las Cruces Police Department Codes Enforcement, Keep Doña Ana Beautiful(KDAB) and South Central Solid Waste Authority are partnering to publish a bi-lingual (English/Spanish) children's book to engage elementary students in recycling and litter prevention; and

WHEREAS, KLCB and KDAB are partnering with RJI Publishing, who will oversee the writing of the book, illustration, Spanish translation, publication and distribution.

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

(I)

THAT Keep Las Cruces Beautiful, a division of Las Cruces Police Department Codes Enforcement, Keep Doña Ana Beautiful and South Central Solid Waste Authority have approval to move forward with the LIBBY children's book project.

(II)

THAT funds for the project will be accepted from New Mexico Clean & Beautiful, Southwest Central Waste Authority, Keep Doña Ana Beautiful, City of Las Cruces Solid Waste Department, Thomas Branigan Memorial Library and RJI Publishing of Las Cruces, New Mexico.

(III)

THAT the Fiscal Year 2011 Budget be adjusted in accordance with Exhibit "C", Budget Adjustment.

(IV)

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

DONE AND APPROVED this 22nd day of February, 2011.

(SEAL)

ATTEST:

City Clerk

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:



City Attorney

APPROVED:

Mayor

VOTE:

Mayor Miyagishima: _____

Councillor Silva: _____

Councillor Connor: _____

Councillor Pedroza: _____

Councillor Small: _____

Councillor Sorg: _____

Councillor Thomas: _____



SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this _____, by and between the City of Las Cruces, New Mexico, hereinafter called "CITY," and RJI Publishing of Las Cruces, NM hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Keep Las Cruces Beautiful (KLCB), Keep Dona Ana Beautiful (KDAB) and South Central Solid Waste Authority are partnering to publish a children's book to engage elementary students in recycling and waste reduction. The main character of the book will be LIBBY, a service dog of KLCB/LCPD Codes Enforcement. The children's book will target second, third and fourth grade youth and the theme will be recycling, illegal dumping and litter prevention.

The Contractor, RJI Publishing, will oversee the writing of the book, illustration, translation to Spanish and the publication. They are a local publisher committed to the recycling education program. The book will be soft-bound, 32 pages in four colors. Format will include English on one page and the facing page in Spanish. Illustrations/photos will be of local Dona Ana County scenes recognizable to students. Major sponsors will be recognized in the book. Contractor will print 20,000 books delivered to Las Cruces, NM.

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY'S, Bid #10-11-494 incorporated herein by reference and as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City, for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY, to CONTRACTOR. The CITY'S, decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION

The CITY, shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount **not to exceed \$25,000.00**, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order from the CITY. The CITY, cannot authorize costs to be incurred prior to such purchase order.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY, on behalf of LCPD Codes Enforcement/Keep Las Cruces Beautiful has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

3. In the case of any approved subcontract, the CONTRACTOR shall require the subcontractor to provide statutory Workers' Compensation and Employers' Liability Insurance, with the same limits as those required by the CONTACTOR.
4. The CONTRACTOR must immediately notify the CITY if insurance is canceled or not renewed.
5. Worker's Compensation Per New Mexico Statute (3 or more employees)
 - \$1,000,000 - Bodily Injury: By Accident - Each Accident
 - \$1,000,000 - By Disease: Policy Limit
 - \$1,000,000 - By Disease: Each Employee
 This coverage required for non-construction contractor with three (3) or more employees
 Exception: Not applicable to out-of-state companies unless they are hiring in NM

The City must be named as additional insured - This coverage must be as broad as the coverage provided to the insured; coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of endorsement for this coverage must be attached to the Certificate of Insurance.

Waiver of Subrogation will apply and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY, with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY, on behalf of SCSWA thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within

EXHIBIT A

LIBBY Children's Book Proposal

December 22, 2010

BID # 122210-1

Item	Explanation	Estimated Cost
Write story	10,000 words maximum, 32 pages, 3rd grade level spelling, grammar, content	\$1,750.00
Illustrate story	To match story, 3rd grade interpretive level, full-color, 1 illustration across 2 facing pages plus covers	\$2,900.00
Pre-Production	Merge text with illustrations, layout, formatting pages, etc.	\$1,750.00
Edit, Spanish Translation	Proof reading, editing, copy adjustments	\$2,250.00
Pre-printing	Proof copies (20) and review	\$450.00
Final Production	Prepare files for high resolution, 4-color print process	\$750.00
Book Printing & Shipping	20,000 copies, soft-bound, 32 page plus cover, 4-color cover and pages, stitched binding; pages 128 GSM; cover 250 GSM Ivory Board; includes Printers Proof	\$15,150.00
TOTAL		\$25,000.00

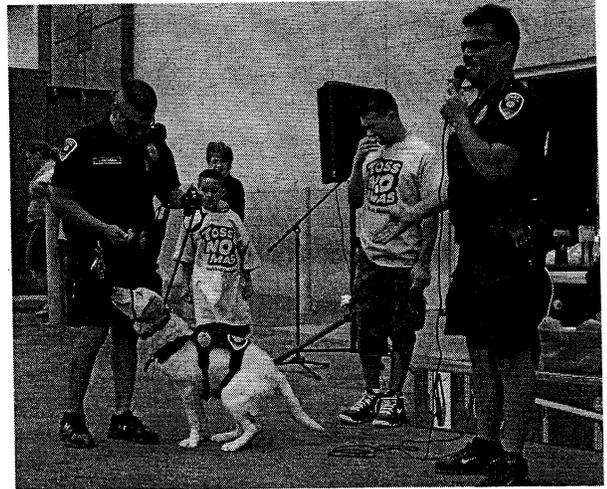
Note: City to be billed as portions of the project are completed per agreement with Craig Fenske. Final billing will be sent when Book Printing is ordered from RJI's supplier

RJI Publishing
 2800 North Roadrunner Parkway, # 701
 Las Cruces, NM 88011
 575-521-1336; rjipublishing@aol.com

LIBBY Recycling and Waste Reduction Children's Book

Keep Las Cruces Beautiful is requesting sponsorship from New Mexico Clean and Beautiful for the proposed children's book on recycling and litter prevention. Following is a description of the project and how New Mexico Clean and Beautiful will be recognized.

Keep Las Cruces Beautiful (KLCB), Keep Dona Ana Beautiful (KDAB), and South Central Solid Waste Authority are partnering to publish a children's book to engage elementary students in recycling and waste reduction. The main character of the book will be LIBBY, a service dog of KLCB/LCPD Codes Enforcement. LIBBY captures the hearts of area residents wherever she goes to promote the Keep America Beautiful mission "to educate and encourage all citizens to take personal responsibility for their community". The children's book will target second through fourth grade youth and the theme will be recycling, illegal dumping and litter prevention. The vision is to give the LIBBY book to each second grade student in Dona Ana County over a three year period through class room visits that include LIBBY and an accompanying educator from KDAB or KLCB. Short presentations in classrooms will promote empowerment of students to take responsibility of their waste properly. Giving a LIBBY book to each visited student will serve as a long term reminder of the educational experience and expand the impact to family and neighbors. A LIBBY book in the hands of participating students will be a lasting reminder of their power to make a difference in their neighborhood and community.



The project will print 20,000 books in the first run. This will provide 10,000 books for students (three thousand plus books per year for three years which is the current enrollment for third grade in the combined Las Cruces, Gadsden and Hatch districts). The second 10,000 books will be sold at area bookstores to generate revenue for KDAB and KLCB to sustain the LIBBY book program for the next printing.

The book will be soft-bound, 32 pages in four colors. Format will include English on one page and the facing page in Spanish. Illustrations/photos will be of local Dona Ana County scenes recognizable to students. Major sponsors will be recognized in the book.

New Mexico Clean and Beautiful will be listed in the book as one of the sponsors and contributors to the book. The NM Clean and Beautiful logo will be included in the contributor's section. The *Toss No Mas* logo will be included in the text of the story and in the illustrations of the book. References to Trek for Trash and Great American Cleanup will be included in the text of the story.

KLCB and KDAB are partnering with RJI Publishing who will oversee the writing of the book, illustration, translation to Spanish and the publication. They are a local publisher committed to the recycling education program. They will assist with the commercial distribution of the LIBBY book. They are an in-kind contributor to the book.

Estimated cost for the book is \$26,600. Pledges to the book come from South Central Solid Waste Authority, New Mexico Clean and Beautiful, Keep Las Cruces Beautiful, Keep Dona Ana Beautiful, CLC Solid Waste Department, CLC Brannigan Library, and RJI Publishing.

LIBBY is owned by the City of Las Cruces and is a service dog of the LC Police Department. Her name is an acronym for *Las Cruces Is Beautiful Because of You*.

Craig Fenske
KLCB Coordinator

CITY OF LAS CRUCES
ADOPTED BUDGET FY 2010/2011

FUND	DIVISION		FUND TYPE	
Keep Las Cruces Beautiful Fund 2410	Police		Special Revenue	
	FY 2009/10 Prelim Actual*	FY 2010/11 Adopted	Adjustment	FY 2010/11 Adjusted
RESOURCES				
Beginning Balance	\$ 0	0	0	0
REVENUES				
20560 Anheuser Busch Env Grant	\$ 949	673		673
20580 NM Recycling & Illegal Dumping Alliance Grant	10,000	0		0
20571 NM Department of Tourism	30,619	31,000		31,000
20581 NM Clean & Beautiful - LIBBY Book	0	0	5,000	5,000
Total Revenues	\$ 41,568	31,673	5,000	36,673
Total Resources	\$ 41,568	31,673	5,000	36,673
EXPENDITURES				
20571 KLCB A&G (Codes)				
Personnel	\$ 0	0		0
Operating	30,619	31,000		31,000
Total 20571	\$ 30,619	31,000	0	31,000
20560 Anheuser Busch Environmental Grant				
Operating	949	673		673
Total 20560	949	673	0	673
20580 NM Recycling/Illegal Dumping Alliance Grant				
Operating	10,000	0		0
Total 20580	10,000	0	0	0
20581 NM Clean & Beautiful-LIBBY Book				
Operating	0	0	5,000	5,000
Total 20581	0	0	5,000	5,000
Total Expenditures	\$ 41,568	31,673	5,000	36,673
OTHER FINANCING SOURCES (USES)				
Transfer From Fund 1000 - General Fund (25% match)	\$ 0	0		0
Transfer From Fund 1000 - General Fund (over-match)	0	0		0
Total Other Financing Sources (Uses)	\$ 0	0	0	0
ENDING BALANCE	\$ 0	0	0	0

*Preliminary actual as of 11/16/10.