

City of Las Cruces®

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Council Action and Executive Summary

Item # 4 Ordinance/Resolution# 11-035 Council District:

For Meeting of August 16, 2010
(Adoption Date)

TITLE:

A RESOLUTION AUTHORIZING THE LAS CRUCES MUSEUM OF ART TO ACCEPT FROM THE DEPARTMENT OF CULTURAL AFFAIRS NEW MEXICO ARTS, A GRANT IN THE AMOUNT OF \$6,740.00, WITH A \$3,370.00 IN-KIND AND \$1,685.00 CASH MATCH REQUIREMENT, TO RATIFY THE CITY MANAGER'S SIGNATURE ON GRANT AGREEMENT, AND TO ADJUST THE FY 2011 BUDGET.

PURPOSE(S) OF ACTION: To accept grant funding from the New Mexico Department of Cultural Affairs.

Drafter and Staff Contact: Elizabeth Vega		Department: Finance/ Grants		Phone: 541-2717	
Department	Signature	Phone	Department	Signature	Phone
Public Services		541-2159	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 New Mexico Department of Cultural Affairs—through the New Mexico Arts program—have extended funding in the amount of \$6,740.00 to the Las Cruces Museum of Art to assist with programming in the upcoming year. The Museum of Art will offer a full schedule of exhibits, lectures, and public programming during 2010-2011. The grant funding covers two exhibits - Looking Ahead: Portraits from the Mott-Warsh Collection and Sight Unseen: the Sculptures of Michael Naranjo.

Sculptor Michael Naranjo is credited with \$5000 in Business Support (the typical rental fee for an exhibition of this nature) and as an expense under Administrative Contracted Fees & Services. As a result of this contribution, the Museum of Art will be responsible for shipping costs only. The in-kind matching contribution is met through a combination of volunteer and paid staff wages. Both the in-kind match and cash match have already been set aside in the Museum of Art's budget.

SUPPORT INFORMATION:

1. Resolution/Ordinance.
2. Exhibit "A". Grant Agreement CUGE 11-078
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 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 State Operating Grants</u>
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

FUND SUMMARY:

Fund Name(s) Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
State Op Grants Fund-Revenue 27205070-552021-22006	\$6,740	0	\$6,740	Fulfill the scope of the grant activities
State Op Grant Fund-Expense 27205070-722190-22006	\$6,740	0	\$6,740	Marketing fees and supplies
General Fund-Match 10205130-722190-Various Accts	\$5,055	\$5,055	N/A	Staff wages and Operating supplies

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will accept funds in the amount of \$6,740 with a \$3,370 In-kind and \$1,685 cash match requirement from New Mexico Arts to fund two are exhibits.
2. Vote "No"; this will reject funds from the New Mexico Arts organization.
3. Vote to "Amend"; this could change the grant agreement and delay process.
4. Vote to "Table"; this could delay the reimbursement process for the program.

REFERENCE INFORMATION

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

1. Resolution No. 10-158

(Continue on additional sheets as required)

RESOLUTION NO. 11-035

A RESOLUTION AUTHORIZING THE LAS CRUCES MUSEUM OF ART TO ACCEPT FROM THE DEPARTMENT OF CULTURAL AFFAIRS NEW MEXICO ARTS, A GRANT IN THE AMOUNT OF \$6,740.00, WITH A \$3,370.00 IN-KIND AND \$1,685.00 CASH MATCH REQUIREMENT, TO RATIFY THE CITY MANAGER'S SIGNATURE ON GRANT AGREEMENT, AND TO ADJUST THE FY 2011 BUDGET.

The City Council is informed that:

WHEREAS, New Mexico Arts, a division of the New Mexico Department of Cultural Affairs, is extending funding opportunities to City of Las Cruces Museum of Art in the amount of \$6,740.00 to encourage the creation of innovative programming initiatives to promote public awareness of the arts; and

WHEREAS, the Las Cruces Museum of Art will offer a full schedule of exhibits, lectures, and public programming during FY10-11; and

WHEREAS, the Museum of Art's programs will be open to the public and offer the citizens of Las Cruces an opportunity to learn about contemporary art through the media of photography and sculpture free of charge.

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

(I)

THAT, the Las Cruces Museum of Art is authorized to accept grant funds in the amount of \$6,740.00 with a \$3,370.00 in-kind and \$1,685.00 cash match requirement to New Mexico Art.

(II)

THAT, the Council does ratify the signature of City Manager approving submission of the executed grant agreement to meet submission deadline.

(III)

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

DONE AND APPROVED this 2nd day of August 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

ARTS SERVICES CONTRACT
New Mexico Arts
a Division of the Department of Cultural Affairs

The applicant, City of Las Cruces dba Museum of Art (hereinafter known as the "Contractor"), hereby signifies the acceptance of this arts services contract (hereinafter known as the "Contract") in the amount of \$6,740.00 from New Mexico Arts. Contractor agrees to provide matching funds in the amount of at least **\$3,370.00**, of which at least **\$1,685.00** must be in cash. Funds paid directly from the National Endowment for the Arts to Contractor CANNOT be used as a cash match. Contract period shall extend **from the date of approval by New Mexico Arts Division to June 30, 2011.**

CONTRACTOR UNDERSTANDS AND AGREES THAT ACCEPTANCE OF THIS ARTS SERVICES CONTRACT CREATES A LEGAL DUTY ON THE PART OF THE CONTRACTOR TO USE FUNDS IN ACCORDANCE WITH THE TERMS OF THE CONTRACT AND TO COMPLY WITH ALL PROVISIONS AND CONDITIONS.

Contractor agrees to administer the Contract in compliance with the following provisions:

- A. This Contract provides consideration to New Mexico Arts in return for funding by completing, according to the terms of this Contract, the programs and services proposed in the Contractor's original application, on file in the New Mexico Arts office. Furthermore, it has been determined that the programs and services to be provided by Contractor, listed on the Schedule of Programs and Services and incorporated herein, further the purposes of New Mexico Arts as set forth in §§18-5-1 to 18-5-7 NMSA 1978.
- B. **Required Thank You Letters to Governor and New Mexico Legislators**
Contractor should: 1) send a thank you letter, no later than November 10, 2010, to the Governor and the Contractor's local state senator(s) and representative(s); and 2) send a copy of each letter to New Mexico Arts for placement in Contractor's file.
- C. Contractor is given permission to subcontract with performers, administrators, technical support, and other individuals and/or organizations needed to implement the programs and services indicated on the Schedule of Programs and Services. Any deviation from the attached schedule of programs and services shall be governed by Paragraph N of this Contract.
- D. **Required Acknowledgment of New Mexico Arts**
All visual publicity is required to include the logos of New Mexico Arts and the National Endowment for the Arts. "Visual publicity" shall include all printed and electronic programs, posters, playbills, announcements, and releases to the news media, etc. In addition, Contractor is strongly encouraged to use the following acknowledgment of support, word for word, in any visual publicity:
"This project is made possible in part by New Mexico Arts, a division of the Department of Cultural Affairs, and the National Endowment for the Arts."
- For oral publicity, such as radio or announcements at events, the following statement must be used, word for word. "Oral publicity" shall include radio spots, announcements at events, etc.
"This project is made possible in part by New Mexico Arts, a division of the Department of Cultural Affairs, and the National Endowment for the Arts."

If your organization makes a good faith effort to include the credit lines stipulated in our contracts, and the entity with whom you are placing the advertisement fails to include our credit lines, your organization will not be in violation of our contract.

E. Limitations on the Use of Contract Funds

1. The Contractor shall expend the funds provided by the Contract only for purposes and activities set forth in the Contractor's budget as originally submitted in the Contractor's *General Application FY2011*, on file with New Mexico Arts, or as submitted with this Contract and subsequently approved by New Mexico Arts.
2. The Contractor shall expend Contract funds, and/or such matching funds as are required, during the Contract period, which runs from the date of approval by New Mexico Arts Division to June 30, 2011. CONTRACTOR SHALL NOT SUBMIT ANY REQUESTS FOR REIMBURSEMENT OF THESE CONTRACT FUNDS BEFORE THE APPROVAL OF THE CONTRACT BY THE NEW MEXICO ARTS DIVISION.
3. The Contractor shall submit any proposed amendments in writing by the Contractor's authorizing official for approval by New Mexico Arts. Significant changes requiring such action include:
 - a) Significant changes in scope and purpose of as shown in the Schedule of Programs and Services or the Estimated Revised Budget;
 - b) Changes in any key individuals identified in the approved application (Project Director or Authorizing Official).

PLEASE NOTE: In the case of a Fiscal Agent, any proposed amendments shall be signed by the Fiscal Agent, as the Fiscal Agent is the legal contractor.

4. Funds from this Contract shall not be used for the following: to fund investment or contingency funding; direct aid to individuals; projects outside of the Contract period or outside of New Mexico; projects in which course credit is the primary purpose of the project; cost of parties, receptions, fund raising, or other social activities; deficit reduction; negotiated indirect cost rates; permanent acquisitions (including works of art, buildings, land, or capital outlay); scholarships or fellowships; cash prizes or awards; or requests that fund other divisions, foundations, employees, or contractors of the Department of Cultural Affairs or members of the New Mexico Arts Commission. The Contractor shall not use New Mexico Arts funds to pay another New Mexico Arts-funded organization for the same activity.
5. Misapplied Funds: Misapplied funds shall be repaid to New Mexico Arts. In cases where funds are determined by New Mexico Arts to have been misapplied by the Contractor, New Mexico Arts has an ownership interest in all such funds or property acquired through the use of such funds. New Mexico Arts shall consider funds given in exchange for programs and services that were not completed as specified in the Schedule of Programs and Services to be misapplied funds that shall be repaid to New Mexico Arts within 30 days of official notification.
6. Unexpended Funds: Funds remaining unexpended at the end of the Contract

period shall revert to New Mexico Arts.

F. Cash Requests

1. The Contractor may submit Interim Cash Requests during the Contract period. A Final Cash Request and four-page Final Report must be submitted when the Contract activities have been completed. A brief narrative report shall accompany each Interim Cash Request; the four-page Final Report shall accompany the Final Cash Request. Cash request forms, furnished by New Mexico Arts, shall be completed, signed, and submitted to the New Mexico Arts office, accompanied by the required reports, in order to obtain funds.
2. ALL cash requests shall be made on a reimbursement basis only and shall be submitted in accordance with applicable cash request form instructions.

The Final Cash Request shall consist of a minimum of twenty percent (20%) of the total Contract funds. This 20% balance shall be payable upon receipt of the Final Report with the Final Cash Request, and then only on the basis of reimbursement of expenses. **Failure to submit the Final Cash Request and Final Report for receipt by New Mexico Arts by July 6, 2011, shall deem the Contractor ineligible to apply for funding the following year and shall result in the loss of the balance of the Contract funding.**

3. In the case of a Fiscal Agent, all checks from New Mexico Arts shall be made payable to and mailed to the Fiscal Agent for this Contract.

G. Accounting, Records, and Reports

1. The Contractor shall maintain records and accounts consistent with generally accepted accounting principles, and shall provide for such fiscal control and fund accounting procedures as are necessary to assure proper disbursing of, and accounting for, Contract funds.
 - a) The Contractor certifies that accounts and supporting documentation (canceled checks, receipts, vouchers, original invoices, sales slips, cash register tapes, etc.) relating to project expenditures shall be adequate to permit an accurate and expeditious audit. An audit may be made at any time by New Mexico Arts, its Fiscal Agent, or any applicable agency of the United States Government.
 - b) The Contractor shall maintain all records and accounts for not less than three (3) years. New Mexico Arts and its agents and employees, as well as the State Auditor, shall have the right, at any and all times during regular business hours, to examine and inspect all of these records and accounts of the Contractor for the purpose of investigating and verifying the accuracy of any statement provided to New Mexico Arts. In addition, New Mexico Arts shall have the right to audit billings both before and after payment. Furthermore, payment under this Contract shall not foreclose the right of New Mexico Arts to recover excessive and/or illegal payments.

2. The Contractor shall maintain and keep intact records to demonstrate that matching and cost sharing contributions are not less than the amount indicated above, or any revision thereof which is approved by New Mexico Arts. The Contractor shall secure and maintain written proof of both the value and type of "in-kind" contributions.
3. Periodic Reports: The Contractor shall submit reports of expenditures and such other financial and descriptive reports as New Mexico Arts may require on the appropriate forms.
4. Final Reports: The Contractor shall submit the complete four-page Final Report packet, with accompanying Final Cash Request, FOR RECEIPT AT NEW MEXICO ARTS NO LATER THAN JULY 6, 2011, on forms furnished by New Mexico Arts. **Failure to submit the Final Report packet on time shall deem the Contractor ineligible to apply for funding the following year and shall result in the loss of the balance of the Contract.**

A Final Cash Request and Final Report may be submitted at any time during the Contract period after the last scheduled event to which New Mexico Arts funding is applied has been completed.

5. Audits: In accordance with the Federal Office of Management and Budget Circular A-133, any organization that expends \$500,000 or more in total Federal awards during its fiscal year is required to complete an audit within nine (9) months of the end of the audit period. The governing body must forward the independent audit to New Mexico Arts within thirty (30) days of completion.

H. Copyright

1. The State of New Mexico and the Federal Government reserve a non-exclusive license to use and reproduce for government purposes, without payment, any tangible material, including copyrighted matter, resulting from the Contract activities.

I. The Termination of Contracts

1. New Mexico Arts may terminate any contract, in whole or in part, at its discretion and at any time, on ten (10) days written notice, after consultation with the Contractor. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor 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 Contractor 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 Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the

Contractor 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 the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT."

2. The Contractor shall furnish New Mexico Arts with an itemized accounting of funds expended, obligated, and remaining under the Contract within thirty (30) days of the date of termination. The Contractor shall remit, within thirty (30) days of the receipt of a written request, any amount found due.

J. Charitable Organizations and Solicitations Act

1. The Contractor acknowledges registration with the State of New Mexico Attorney General's Office in compliance with the Charitable Organizations and Solicitations Act (57-22-1 to 57-22-11 NMSA 1978).

K. Assurances as to Labor Standards under Section 5(I) of the National Foundation on the Arts and the Humanities Act of 1965

In consideration of this Contract, made under Section 5 of the National Foundation on the Arts and Humanities Act of 1965 ("Act") and in order to satisfy the condition expressed in Section 5(I) of the Act so as to be eligible to receive the Contract funds, the undersigned does hereby make its contractually binding promise to the Secretary of Labor that:

1. All professional performers and related or supporting professional personnel (other than laborers or mechanics with respect to whom labor standards are prescribed in Subsection 5(j) of the said Act) employed on projects or productions which are financed in whole or in part under this section shall be paid, without subsequent deduction or rebate on any account, not less than the minimum compensation as determined in 29 CFR 505.3(a) to be the prevailing minimum compensation for persons employed on similar activities; and
2. No part of any project or production which is financed in whole or in part under Section 5 of the National Foundation of the Arts and the Humanities Act of 1965 shall be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee engaged in such project or production, including particularly, no work which is prohibited for safety or sanitary reasons by any of the contracts with labor organizations listed in 29 CFR 505.3(a).
3. Contractor further promises to keep the records and permit the inspections provided by 29 CFR 505.5(b). This promise may be enforced by the Secretary of Labor through any appropriate action at law or in equity in any court of competent jurisdiction.

L. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for New Mexico Arts and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Contract. If applicable, the Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

M. Assignment

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of New Mexico Arts.

N. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of New Mexico Arts.

O. Release

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

P. Conflict of Interest

The Contractor represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

Q. Penalties

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

R. Indemnification

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connections with this Agreement. Any liability incurred in connections with this Agreement is subject to the immunities and

limitations of the New Mexico Tort Claims Act §41-1-1, et seq. NMSA 1978, as amended.

S. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

T. Employee Pay Equity Reporting

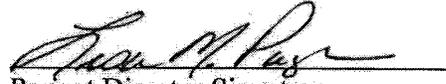
Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

Information below may be typed or handwritten, except for signatures.
Signatures in BLUE ink are preferred.



Authorizing Official Signature
(authorized representative of governing body)



Project Director Signature
(administrator for this contract and contact person)

Terrence R. Moore
Authorizing Official Name (please print)

LISA M. PUGH
Project Director Name (please print)

City Manager
Authorizing Official Title (please print)

MUSEUM MANAGER
Project Director Title (please print)

City of Las Cruces
Organization Name
PO BOX 20000
Las Cruces, NM 88004
Address (include zip)

WWW.LAS-CRUCES.ORG
Website Address(if any)
PO BOX 20000
LAS CRUCES NM 88004
Address (include zip)

575-541-2076
Phone Number

575-541-2137
Phone Number

575-528-3185
Fax Number

575-541-2317
Fax Number

tmoore@las-cruces.org
E-mail Address

L.PUGH@LAS-CRUCES.ORG
E-mail Address

Date

6/15/10
Date

Loie Fecteau
Executive Director
New Mexico Arts Division

Ann Weisman, Operations Director
Budgetary Sufficiency
New Mexico Arts Division

Date

Date

Signature page for New Mexico Arts Contract
Arts Services Contract

APPROVED AS TO FORM
CITY ATTORNEY

THIS SCHEDULE MUST BE SUBMITTED WITH THE ARTS SERVICES CONTRACT!
Keep a blank copy of this form in your files for use as needed to revise schedule during the contract period.

SCHEDULE OF PROGRAMS & SERVICES

City of Las Cruces dba Museum of
Art

CUGE 11-078

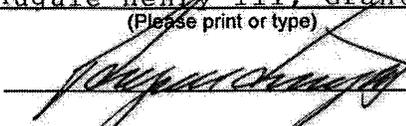
List below or on a separate page your schedule of programming, only for those programs and services for which you will be using New Mexico Arts funding during the period of **date of contract approval to June 30, 2011**. Include proposed services, programs, and/or exhibitions, giving all dates and locations. Tentative dates should be listed as such.

Your New Mexico Arts Program Coordinator should be notified in writing at any time there is a **significant change or deletion in programming dates for which you will be expending FY11 contract funds**.

12/03/10 to 01/22/11	Exhibition: <i>Looking Ahead: Portraits from the Mott-Warsh Collection</i>
12/04/10	Musical Performance: jazz ensemble
01/15/11	Lecture: Speaker and topic to be determined
02/04/11	Exhibition: <i>Sight Unseen: The Sculptures of Michael Naranjo</i>
02/05/11	Demonstration: Michael Naranjo
03/12/11	Lecture: Michael Naranjo

I attest that these programs and services were included in the application, which was submitted with the approval of the Board of Directors. Furthermore, I certify that this organization agrees to meet all reporting and administrative requirements delineated by New Mexico Arts.

Authorizing Official Name: Augie Henry III, Grants Administrator
(Please print or type)

Authorizing Official Signature: 

Phone Number: (575) 541-2281 Date Signed: June 16, 2010

New Mexico Arts

FY11 Revised Budget Estimate Form

*This Form must be submitted with the signed Arts Services Contract.
Keep a blank copy of this form in your files for use if needed to revise budget during contract period.*

Organization Name: City of Las Cruces dba Museum of Art

Contract: CUGE 11-078

INCOME:	<u>Cash</u>	<u>NMArts Share</u>	<u>In-Kind (donated)</u>
1. Earned Income		N/A	N/A
2. Business/Corporate Support		N/A	5,000
3. Foundation Support	3,500	N/A	1,500
4. Private Support (Individual Contributions)	2,000	N/A	3,000
5. Government Support (exclude NM Arts, WESTAF, & direct NEA support)		N/A	10,000
6. National Endowment for the Arts (NEA) Direct Support		N/A	N/A
7. WESTAF Support		N/A	N/A
8. Applicant Cash	17,300	N/A	N/A
Subtotal Income for each column	<u>\$22,800</u>	N/A	<u>\$ 19,500</u>
9. NM Arts Funding for Fiscal Year 2010	N/A	\$6,740.00	N/A
TOTAL INCOME: (CASH COLUMN +NM Arts Funding only)	<u>\$ 29,540</u>		N/A

EXPENSES:	<u>Cash</u>	<u>NMArts Share</u>	<u>In-Kind (donated)</u>
1. Administrative Salaries & Benefits			10,000
2. Artistic Salaries & Benefits			
3. Administrative Contracted Fees & Services			
4. Artistic Contracted Fees & Services ✓	13,000	3,000	5,000
5. Travel			
6. Marketing/Public Relations ✓	1,000	2,000	
7. Rent/Mortgage			
8. Materials/Supplies ✓	3,800	1,740	4,500
9. Remaining Expenses (telephone, postage, insurance, etc) ✓	5,000		
Subtotal Expenses for each Column:	<u>\$ 22,800</u>	\$6,740.00	<u>\$ 19,500</u>
TOTAL EXPENSES (CASH COLUMN +NM Arts Funding only)	<u>\$ 29,540</u>		N/A

**NEW MEXICO ARTS
ASSURANCE OF COMPLIANCE FORM**

Assurance Explanation

As a condition of receiving a contract, New Mexico Arts requires all contractors to submit this Assurance of Compliance Form, whether or not a comparable form has been filed with another agency. When a contractor's officer signs this form, the contractor is making a commitment to comply with the laws described below.

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving federal financial assistance. Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 provide for nondiscrimination in federally assisted programs on the basis of disability. The Age Discrimination Act of 1975 provides for nondiscrimination in federally assisted programs or activities on the basis of age. Subject to certain exceptions, Title IX of the Education Amendments of 1972 prohibits the exclusion of persons on the basis of sex from any education program or activity receiving federal financial assistance.

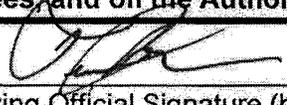
Assurance of Compliance

The undersigned contractor hereby agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (20 U.S.C. 794), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) and, where applicable, Title IX of the Education Amendments (20 U.S.C. 1681 et seq.), Drug Free Workplace Act of 1988, Native American Graves and Repatriation Act, OMB Circulars A-21, A-87, A-110, A-122 and A-133, the Anti-Lobbying provisions of 18 U.S.C. Sec. 1913 and 31 U.S.C. Sec. 1352, and the Debarment and Suspension provisions of 45 CFR Part 1154, as well as all regulations issued pursuant to these statutes. Title VI, Section 504, the Americans with Disabilities Act and the Age Discrimination Act prohibit discrimination on the basis of race, color, national origin, disability, or age, in any program or activity receiving federal assistance. In addition the contractor will comply with policies set forth in New Mexico Arts guidelines.

The contractor hereby gives assurance that it will immediately take any measures necessary to comply. The signed original should be returned with other required materials to New Mexico Arts. This assurance shall obligate the Contractor for the duration of the contract with New Mexico Arts.

This assurance is given in connection with any and all contracts from New Mexico Arts after the date this form is signed. This includes payments after said date for contracts approved before such date. The Contractor recognizes and agrees that any contracts will be extended in reliance on the representations and agreements made in this assurance, and the state shall have the right to seek judicial enforcement of this assurance.

This assurance is legally binding on the Contractor, successors, transfers, and assignees, and on the Authorizing Official whose signature appears below.



Authorizing Official Signature (blue ink)

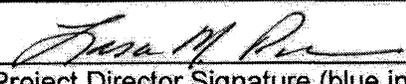
Terrence R. Moore

Authorizing Official Name (print or type)

6/17/10

Date Signed

City of Las Cruces dba Museum of Art



Project Director Signature (blue ink)

LISA M. PUGH

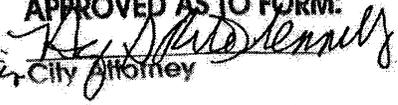
Project Director Name (print or type)

6/15/10

Date Signed

CUGE 11-078

APPROVED AS TO FORM:

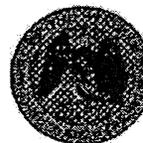


City Attorney

Taxpayer Identification Number Verification (TIN)

FOR AGENCY USE ONLY

Business Unit Number: _____ Date: ____/____/____
 Point of Contact (POC): _____
 POC Initials: _____ POC Phone # _____



Substitute W-9

New Mexico Department of Finance and Administration
 Financial Control Division
DO NOT send to IRS

PRINT OR TYPE

Complete instructions can be found on the reverse side of this form.

TAXPAYER IDENTIFICATION NUMBER (TIN) (Provide only ONE)

Sole proprietorship provide FEIN if applicable
 Federal Employer Identification Number (FEIN) 85-6000147
 or
 Social Security Number (SSN) _____

LEGAL NAME City of Las Cruces
 (As registered with IRS or SSA) Sole Proprietorship enter your Last Name, First Name, Middle Initial.

TRADE NAME City of Las Cruces
 If doing business as (D.B.A) or business name of Sole Proprietorship

PRIMARY ADDRESS (Address where correspondence, payment(s), purchase order(s), or 1099's should be sent)

P.O. Box or Street Address PO Box 20000
 City, State, Zip Las Cruces, NM 88004

REMITTANCE ADDRESS (Where payment(s), if different from primary address, should be sent)

P.O. Box or Street Address PO Box 20000
 City, State, Zip Las Cruces, NM 88004 Additional _____

CHANGE OF ADDRESS (Enter new address here)

P.O. Box or Street Address _____
 City, State, Zip _____
 Change of Address applies to: Remittance Primary

CERTIFICATION

Under penalties of perjury, I certify that:
 I have provided my correct taxpayer identification number and that
 I am not subject to backup withholding as specified on the reverse side of this form.

Print Name Audie Henry III Title Grants Administrator
 Signature _____ Date 6/16/10
 Phone 575-541-2281

BUSINESS DESIGNATION
 (CHECK ONE)

- Corporation (FEIN)
- Or
- Professional Corporation (FEIN)
 - Doctor/Medical Facility
 - Attorney/Legal Facility
- Individual (SSN)
- Sole Proprietorship (SSN/FEIN)
- Partnership (FEIN)
 - General
 - Limited
- Estate/Trust (FEIN/SSN)
- Organization Exempt from Tax (FEIN)
 - Under section 501 (a)(c)(d)
 Are you engaged in the business of providing medical services?
 Yes No
- Government Entity (FEIN) or Government Operated Entity (FEIN)
- LLC Taxed As:
 - Corporation (FEIN)
 - Sole Proprietorship (SSN/FEIN)
 - Single Member (FEIN)

Other: _____

OPTIONAL DIRECT DEPOSIT (ACH)

WARNING: The State of New Mexico will not process international ACH transactions (IAT). If any payment to you from the State will ever result in an IAT under the National Automated Clearing House Association's operating rules or if you are not sure if the rules apply to you. **DO NOT FILL OUT THIS SECTION OF THE FORM.**

Please initial here to indicate that you have read the above warning. If you fail to initial here, direct deposit will not be approved.
 Initial here

Bank Name: Wells Fargo
 Routing #: 121000248 Account #: 7362013737
 Checking Account Other Account
 (Provide copy of voided check, NOT DEPOSIT SLIP)

FOR FCD USE ONLY

ENTERED BY: _____

DATE ENTERED: _____

SHARE VENDOR # _____

THIS STATEMENT MUST BE SUBMITTED WITH THE ARTS SERVICES CONTRACT!
Keep a blank copy of this form in your files for use as needed to revise statement during the contract period.

STATEMENT OF FEDERAL STANDING & FUNDS

Please complete all three sections of this form.

A. Organization information

Organization Name: City of Las Cruces

Authorizing Official Name (please type or print): Augie Henry III

Authorizing Official Phone Number: (575) 541-2281

B. Please indicate which one of the following two options is true for your organization.

1. Our organization receives no more than \$500,000 in combined Federal funds from all Federal sources.

OR

2. Our organization receives \$500,000 or more in combined Federal funds from all Federal sources. We understand that we must send our annual audit to New Mexico Arts as specified in Section G-5: Audits of our arts services contract.

I hereby certify that the information stated above is true and correct, and that if there are any changes to the above information, I will notify New Mexico Arts immediately.

Authorizing Official Signature: _____

Date Signed: June 16, 2010

C. Please complete this certification.

I hereby certify that the above organization is in good standing with the Federal government.

Authorizing Official Signature: _____

Date Signed: June 16, 2010

"In good standing" includes but is not necessarily limited to mean that the organization's 501-c-3 status is valid, and their 990s have been filed meeting IRS deadlines. In addition, the organization doesn't owe the federal government any money, i.e., delinquent debt or improper payments. Finally, those organizations that are or have been grantees of federal agencies have submitted all appropriate paperwork, acceptable final reports, and carried out their projects in accordance with all required terms and conditions of their grants (labor conditions, physical and programmatic access, etc.).

New Mexico Pay Equity Initiative Certification Form

Relating to Executive Order Number 2009-049
December 18, 2009

FOR CONTRACTORS WITH LESS THAN 10 EMPLOYEES

Contractors with less than 10 employees are exempt from the reporting requirements unless 8 or more individuals are in the same job classification.

Contractors with 8 or more employees in the same job classification are required to comply with the Executive Order. Reporting forms can be found at http://www.generalservices.state.nm.us/spd/pay_e.html.

Pay Equity Initiative Exemption Certification

I hereby certify that (fill in name of organization)

CITY OF LAS CRUCES

is exempt from the reporting requirements of the New Mexico Pay Equity Initiative because we have fewer than ten employees and do not have eight or more employees in the same job classification.

N/A
Name of Authorizing Official (print or type)

Date

N/A
Signature of Authorizing Official

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

FUND	DIVISION		FUND TYPE	
State Operating Grants Fund 2760	Various		Special Revenue	
	FY 2009/10 Projected*	FY 2010/11 Adopted	Adjustment	FY 2010/11 Adjusted
RESOURCES				
Beginning Balance	\$ 0	0		0
REVENUES				
552013-21002 Branigan Library State Aid	\$ 7,116	4,062		4,062
552007-17001 - NM Dept. of Transportation	0	31,000		31,000
552021-22006 - NM Dept. of Cultural Affairs			6,740	6,740
Total Revenues	\$ 7,116	35,062	6,740	41,802
Total Resources	\$ 7,116	35,062	6,740	41,802
EXPENDITURES				
27205120-21002 Branigan Library State Aid	\$ 7,116	4,062		4,062
27184040-17001 Rideshare Program	0	31,000		31,000
27205150-722190-22006 - New Mexico Arts			6,740	6,740
Total Expenditures	\$ 7,116	35,062	6,740	41,802
ENDING BALANCE	\$ 0	0	0	0