

# City of Las Cruces®

PEOPLE HELPING PEOPLE

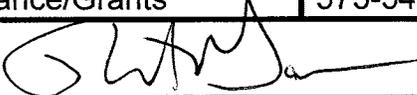
## Council Action and Executive Summary

Item # 2Ordinance/Resolution# 12-113For Meeting of \_\_\_\_\_  
(Ordinance First Reading Date)For Meeting of January 17, 2012  
(Adoption Date)

**TITLE:** A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT AWARDED FUNDING FROM THE NATIONAL ENDOWMENT FOR THE HUMANITIES IN THE AMOUNT OF \$750.00 WITH NO MATCH REQUIREMENT FOR PROGRAMMING EXPENSES RELATED TO THE BRANIGAN CULTURAL CENTER'S "LINCOLN: THE CONSTITUTION AND THE CIVIL WAR" EXHIBIT.

### PURPOSE(S) OF ACTION:

To accept a grant.

<b>COUNCIL DISTRICT: ALL</b>		
<b><u>Drafter/Staff Contact:</u></b> Elizabeth Vega	<b><u>Department/Section:</u></b> Finance/Grants	<b><u>Phone:</u></b> 575-541-2717
<b><u>City Manager Signature:</u></b>		

### BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

Las Cruces is one of 200 cities selected for the tour of the traveling exhibit entitled "Lincoln: The Constitution and the Civil War". The exhibit, sponsored by the American Library Association, the National Endowment for the Humanities and the National Constitution Center, will be on display at the Branigan Cultural Center from November 27, 2013 until January 24, 2014. The exhibit consists of a series of wall-sized murals examining the constitutional questions raised by the Civil War and Lincoln's actions to preserve the Union. Themes are the war as a constitutional crisis, secession, slavery, civil liberties and Lincoln's legacy.

By hosting the exhibit, the Branigan Cultural Center is required to hold an opening event as well as two free public programs featuring scholars, all of which expound upon the exhibit themes. Some marketing materials will be provided by the granting agency and the \$750.00 may be used for additional programming supplies such as educational DVDs, books, and other materials related to Civil War history.

### SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Award Letter.

(Continue on additional sheets as required)

**SOURCE OF FUNDING:**

<b>Is this action already budgeted?</b>	Yes	<input type="checkbox"/>	See fund summary below
	No	<input checked="" type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from:
		<input checked="" type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.
<b>Does this action create any revenue?</b>	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: <u>2761 Other Operating Fund</u> in the amount of \$ <u>750.00</u> for FY 2014.
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

**BUDGET NARRATIVE**

The check from the National Endowment for the Humanities in the amount of \$750.00 has already been received by the City of Las Cruces and has been deposited in a deferred revenue account until the FY 2014 budget is created. At that time, the \$750.00 will be reflected in the City's budget under fund 2761, Other Operating Fund linked to project #22010.

**FUND EXPENDITURE SUMMARY:**

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
N/A	N/A	N/A	N/A	N/A	N/A

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will accept grant funds from the National Endowment for the Humanities (NEH) to be used by the Las Cruces Branigan Cultural Center for their "Lincoln: The Constitution and the Civil War" exhibit.
2. Vote "No"; this will cause the Branigan Cultural Center to revert funds back to NEH.
3. Vote to "Amend"; this is not an option as the grant acceptance package has been signed.
4. Vote to "Table"; this not an option, as grant funds have been accepted.

**REFERENCE INFORMATION:**

N/A

**RESOLUTION NO. 12-113**

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT AWARDED FUNDING FROM THE NATIONAL ENDOWMENT FOR THE HUMANITIES IN THE AMOUNT OF \$750.00 WITH NO MATCH REQUIREMENT FOR PROGRAMMING EXPENSES RELATED TO THE BRANIGAN CULTURAL CENTER'S "LINCOLN: THE CONSTITUTION AND THE CIVIL WAR" EXHIBIT.**

The City Council is informed that:

**WHEREAS**, the National Endowment for the Humanities, in collaboration with the American Library Association, is providing funding opportunities to museums hosting the traveling exhibit entitled "Lincoln: The Constitution and the Civil War"; and

**WHEREAS**, the Las Cruces Branigan Cultural Center was selected to be a host site for the "Lincoln: The Constitution and the Civil War" traveling exhibit and were awarded \$750.00 for program-related supplies with no match requirements for the award; and

**WHEREAS**, the exhibit will be shown at the Branigan Cultural Center from November 27, 2013 until January 24, 2014.

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

**(I)**

**THAT** the Las Cruces Branigan Cultural Center is authorized to accept a grant in the amount of \$750.00 with no match requirement from the National Endowment for the Humanities.

**(II)**

**THAT** the Council does ratify the City Manager's signature on the grant award letter to meet the grant submission deadline.

**(III)**

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

DONE AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2012.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

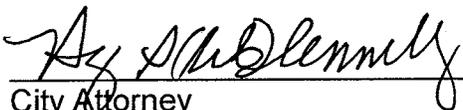
Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

VOTE:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

**ALA Public Programs Office**  
 50 East Huron Street  
 Chicago, Illinois 60611-2795  
 USA

Telephone 312 280 5045  
 Fax 312 280 5759  
 Toll Free 800 545 2433  
 TDD 312 944 7298  
 Toll Free TDD 888 814 7692  
 E-mail: [publicprograms@ala.org](mailto:publicprograms@ala.org)  
<http://www.ala.org/publicprograms/>

# ALA American Library Association

## Letter of Agreement

This is an agreement of the traveling exhibition host institution with the National Constitution Center and the American Library Association (ALA) for "Lincoln: The Constitution and the Civil War."

Please return a signed Letter of Agreement to ALA by September 23, 2011; agreement may be e-mailed to [skrueger@ala.org](mailto:skrueger@ala.org) or faxed to 312-280-5759. We must have a copy of this agreement on file in order for your site to participate in the project.

The City of Las Cruces Branigan Cultural Center agrees to serve as a host for the national tour of the traveling exhibition "Lincoln: The Constitution and the Civil War," a project of the National Constitution Center and the American Library Association (ALA). The exhibit was made possible with generous support from the National Endowment for the Humanities. Failure to comply with the conditions described below may affect the host's opportunities to take part in other exhibition tours and programs offered by the ALA Public Programs Office.

The online support notebook for this exhibition is at: <http://www.ala.org/lincolnconstitution> (final link on page).

## Display dates

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- The host institution agrees to display the exhibition during the dates stated in the itinerary prepared by ALA. Sites may expect to receive the proposed itinerary for the tour by the end of August 2011.

## Programming requirements

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- The host institution agrees to hold an opening event for "Lincoln: The Constitution and the Civil War" and a minimum of two free public programs (one may be combined with the opening event) featuring a qualified humanities scholar/presenter, focusing on exhibition themes.
- The host institution agrees to confirm the two required humanities program plans and program scholar qualifications with ALA no later than one month prior to the start of your exhibition display period (*please see enclosed Required Programming Form*).
- The host agrees to charge no fees for viewing the exhibition or attending related programs. If your site will have any problems offering free admission, please describe your concerns in the notes below. Fundraising programs are allowed as long as the required programs and most other programs are free and open to the public.

*Notes, if any:*

## Security and Handling

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- The host agrees to assign one staff member as the person in charge of exhibit set-up. The project director and exhibit set-up coordinator agree to watch the 42-minute exhibit set-up video (<http://vimeo.com/26391571>) and read the instruction manual (*please see online site support notebook*) and will supervise the exhibit set-up and take-down process as described in the instructional materials.

- The host will provide ALA with the name and contact information of the staff member assigned as exhibit set-up coordinator (*this may be the same person as the project director*).

**Name, e-mail, and telephone number of the exhibit set-up coordinator:**

**Rebecca Slaughter, [rslaughter@las-cruces.org](mailto:rslaughter@las-cruces.org), (575) 541-2156**

- The host agrees to display the exhibition in an appropriate and safe minimum security environment. An appropriate environment means that the exhibition is not displayed outdoors, in a tent area, or in a temporary building, but in a gallery or other open area, preferably not a hallway. The exhibit should be monitored by staff every 30 minutes during peak periods of use, and every hour during off-peak times. The host should examine the exhibit at the end of each day to determine that all components are in working order and undamaged.

### **Intellectual property rights**

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- The host institution recognizes that portions of the exhibit and accompanying brochures, posters, and publicity images may use trademarks, logos, artwork, photographs, renderings, props, and other property (together, the "Intellectual Property") belonging to or licensed to the National Constitution Center and other institutions or individuals who contributed to the exhibition. All rights in and to the Intellectual Property are hereby expressly reserved to the exhibition sponsors. The host institution shall not modify, delete, obliterate, or otherwise alter the use or appearance of any such item. In the event of the violation of Intellectual Property Rights, the National Constitution Center and the American Library Association reserve the right to terminate the host institution's use of the exhibition.

### **Advertising and publicity**

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- The host institution agrees to ensure that the National Endowment for the Humanities, the National Constitution Center, and the American Library Association are properly credited in all publicity and communications relating to the exhibit. Appropriate credit guidelines and logos are contained in the online site support notebook and on the PR CD given to each library.
- The host also agrees to submit publicity items to the ALA for review at least three days before posting or publication (*please see online site support notebook for details*).

### **Damages and insurance**

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- The host institution agrees to indemnify and to hold harmless the National Constitution Center, the American Library Association, and the National Endowment for the Humanities from and against all damages, claims, suits or other legal proceedings arising from or attributed to negligent or improper operation or display of the exhibit by the host institution, or violation of third party rights resulting from any unauthorized creation, use, display, or modification of the exhibit or advertising or publicity materials relating to the exhibit.
- If a host institution is determined to be at fault in exhibition damage or loss, or damage or loss of banners accompanying the exhibition, the host will be responsible for paying to replace or restore parts of the exhibition. ALA encourages host sites to add a rider to their insurance policy for the exhibit display period. The value of "Lincoln: The Constitution and the Civil War" exhibit is \$50,000. Please direct any questions about exhibit insurance to Sofiana Krueger at [skrueger@ala.org](mailto:skrueger@ala.org).

### **Reporting**

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- The host agrees to keep statistics for exhibition attendance and for individual program attendance; to complete a final report on the form provided by ALA within 30 days of the exhibition closing; and to furnish ALA with samples of exhibition-related publicity materials produced by the host.

**Shipping**

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- The ALA will make reasonable efforts to assure prompt delivery of the exhibit. However, ALA cannot be responsible for damages, financial or otherwise, incurred by the host institution as a result of delay in delivery or failure to deliver the exhibit due to circumstances beyond its control.
- The host institution agrees to complete a Materials Request & Shipping Information form (*please see enclosed form*) and submit to ALA by September 23, 2011.
- The National Constitution Center and the ALA reserve the right to cancel the exhibition tour at any time.

**To summarize, below are important upcoming deadlines:**

1. **Letter of Agreement** – please sign and return to ALA by September 23, 2011
2. **Materials Request & Shipping Form** – please complete and return to ALA by September 23, 2011
3. **Required Programming Form** – please complete and return to ALA no later than one month prior to the start of your exhibition display period

Deb Robertson, Director, Public Programs  
For the ALA Public Programs Office

\_\_\_\_\_  
Signature of host institution director

\_\_\_\_\_  
Robert L. Garza, P.E., City Manager  
Name & Title (please print or type)

\_\_\_\_\_  
8/12/11  
Date

APPROVED AS TO FORM:  
CITY ATTORNEY

**Please return a signed copy of this document (keep a copy for your records) by September 23, 2011 to:**  
Sofiana Krueger, Project Coordinator  
American Library Association, 50 E. Huron St., Chicago, IL 60611  
phone: 312/280/5289; fax: 312/280/5759; e-mail: skrueger@ala.org