

# City of Las Cruces®

PEOPLE HELPING PEOPLE

## Council Action and Executive Summary

Item # 8 Ordinance/Resolution# 12-201

For Meeting of \_\_\_\_\_  
(Ordinance First Reading Date)

For Meeting of June 4, 2012  
(Adoption Date)

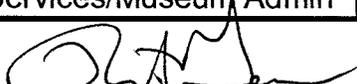
Please check box that applies to this item:

QUASI JUDICIAL       LEGISLATIVE       ADMINISTRATIVE

**TITLE:** A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE FOUNDATION FOR LAS CRUCES MUSEUMS FOR FUNDING AND VOLUNTEER SUPPORT FOR CITY MUSEUMS

**PURPOSE(S) OF ACTION:**

To renew and approve a memorandum of agreement.

<b>COUNCIL DISTRICT: ALL</b>		
<b>Drafter/Staff Contact:</b> Will Tiokno 	<b>Department/Section:</b> Community & Cultural Services/Museum Admin	<b>Phone:</b> 541-2295
<b>City Manager Signature:</b> 		

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

The Foundation for Las Cruces Museums (FLCM), founded in 2006 is a 501(c)3 citizens organization in good standing and is dedicated to providing funding and volunteer support for the entire Museum System. The FLCM seeks to renew the formalized partnership with the City of Las Cruces in order to officially provide aid to the museums for the benefit of the citizens of Las Cruces in compliance with City policies and procedures.

This partnership between the FLCM and the City of Las Cruces Museum System will continue complementing efforts to enhance a cultural corridor as designated in the Downtown Revitalization Master Plan by providing funding to improve programs and exhibitions.

**SUPPORT INFORMATION:**

1. Resolution
2. Exhibit "A", Memorandum of Agreement
3. Attachment "A", FLCM Bylaws – 2-15-2012 (PDF)
4. Attachment "B", NM PRC Charitable Organization Registration Statement (PDF)
5. Attachment "C", 2011 Museums Activities Summary for the FLCM
6. Attachment "D", 2011-2012 Liability Insurance Declaration

**SOURCE OF FUNDING:**

Is this action already budgeted?  N/A	Yes	<input type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	Budget Adjustment Attached	<input type="checkbox"/>	Expense reallocated from: _____
		<input 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?  N/A	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: _____ in the amount of \$ _____ for FY _____
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

**BUDGET NARRATIVE**

N/A
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**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 reauthorize the Foundation to engage in fundraising and volunteer activities in support of City museums until 2017.
2. Vote "No"; this will preclude the Foundation from engaging in fundraising and volunteer activities that support the City museums.
3. Vote to "Amend"; this would require further negotiations with the Foundation.
4. Vote to "Table"; this would require further negotiations with the Foundation and could suspend or delay planning by the Foundation for currently scheduled fundraising and volunteer events including planning for the opening of the new Museum of Nature & Science.

**REFERENCE INFORMATION:**

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

1. Resolution No. 08-244 (04-2008)

**RESOLUTION NO. 12-201**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE FOUNDATION FOR LAS CRUCES MUSEUMS FOR FUNDING AND VOLUNTEER SUPPORT FOR CITY MUSEUMS.**

The City Council is informed that:

**WHEREAS**, the City of Las Cruces Museums provide unique cultural, educational, environmental, and historical programming to the citizens of Las Cruces and Dona Ana County; and

**WHEREAS**, the Foundation for Las Cruces Museums has as its mission to provide financial and volunteer support for all the museums within the City system for the benefit of the citizens of Las Cruces and Dona Ana County in partnership with the City's Museum System; and

**WHEREAS**, the Foundation for Las Cruces Museums is seeking, and has provided significant funding and volunteer assistance to support this partnership; and

**WHEREAS**, the City Council has expressed its desire to increase citizen support of the Museum System.

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

**(I)**

**THAT** City Council authorizes a resolution renewing a Memorandum of Agreement with the Foundation for Las Cruces Museums for continued support of City Museums attached hereto as Exhibit "A".

(II)

THAT City staff is hereby authorized to do all deeds 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

**AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the City of Las Cruces, hereinafter referred to as "City" and the Foundation for Las Cruces Museums, a New Mexico not-for-profit corporation, hereinafter referred to as "Foundation".

**RECITALS**

1. An understanding of the history, environment, and culture of the peoples of Dona Ana County and the City are of vital importance to the future of all our residents, and
2. Museums preserve and interpret history, arts, and sciences, and conserve artifacts that support a fuller understanding of the pathways to the present, guidance for the future, and provide educational opportunities for museum visitors.
3. The preservation and re-utilization of historic properties is instrumental in the enhancement of the community, promotes economic development, contributes to education and supports the cultural development of communities, and
4. The City's Museum System and the Foundation support the re-use of the historic properties and other facilities housing all City Museums.
5. The parties desire to establish by this Agreement roles and responsibilities related to the development and operation of the Museums within the City of Las Cruces Museum System, hereinafter referred to as (Museums) and to identify, promote and implement mutually beneficial programs and activities, and to develop a model cooperative relationship based on mutual respect.
6. It is the desire of the parties that the Museums will serve the people of the Mesilla Valley as collections, interpretation, and stewardship institutions using artifacts, exhibitions and programming related to the arts, culture, history, and the environmental sciences of Las Cruces and Dona Ana County.
7. It is the further desire of the parties that the Museums will create and provide these activities in an ongoing effort to all age groups with the intent of enhancing and promoting heritage, preservation, and cultural appreciation to the citizens of Las Cruces and Dona Ana County.

**NOW THEREFORE**, for valuable consideration received the parties mutually agree that:

**A. The Foundation for Las Cruces Museums will:**

1. Provide funding, on an annual basis for the operation of special programs and events, exhibitions, and collections acquisitions, in cooperation with the City.
2. Maintain a one million dollar (\$1,000,000) board liability insurance policy.
3. With the permission of the City establish and operate, if it desires to do so, a museum gift shop or a café within the Museum facilities. The size and location of the shop(s) and terms of facility use will be determined via separate negotiations between the City and the Foundation.
4. Be permitted to engage in fundraising activities and special events in collaboration and with the consent from the Museums Administration on City property with the sole purpose of raising funds to be used in supporting exhibitions, programs, special events, special purchases, collections acquisitions, and other needs for the entire City Museum System. (Resolution No. 08-244: 4-07-2008)
5. Have access to, and responsibility for, the revenue from the donation boxes and will maintain the donation boxes within the museums. (Resolution No. 08-244: 4-07-2008)
6. Agrees that funds collected through the donation boxes will be accounted for in a special line within the Foundation's treasury; and this accounting will be made available to the museums annually. (Resolution No. 08-244: 4-07-2008)
7. Agree that funds collected through the donation boxes will be used exclusively for the benefit of the museums; and the expenditures of the donation box funds will be tracked. This information will be made available to the museums monthly. (Resolution No. 08-244: 4-07-2008)
8. Have and maintain a representative of the Foundation on the exhibitions and collections teams of the City Museums, if they so desire.
9. Provide the City with a copy of Foundation by-laws. All updates/changes to the by-laws will be forwarded to City Museums Administration as they occur.
10. Provide the City Museums Administration with an annual fiscal report to coincide with City budget and auditing requirements.
11. The Foundation shall support and adhere to the Collections Management Policies of the City Museum System.

**B. The City of Las Cruces through its Museum System will:**

1. Administer the operations of the Museums. The City will be responsible for operating expenses and maintenance of Museum facilities and general operations related activities.

2. Manage museum development plan design processes, installation, oversight, and programmatic operations.
3. Designate a representative to the Foundation Executive Committee, such individual to be designated by the City Director of Museums.
4. Not provide any staffing for any gift shop or other fundraising activities of the Foundation at the Museums or at any other location.
5. Provide the executive committee of the Foundation with a copy of the Annual Report of the Museum System. The Museums will provide the Foundation with ongoing monthly reports via the internet or at the regular meetings of the Foundation.
6. Afford meeting space to the Foundation based on scheduling availability. The City shall provide the Foundation with programming space for Foundation generated programs with the understanding that after-hours programs, meetings, and fundraising events will require payment for City staff time.
7. Provide security for Foundation held collections, professionally qualified staff, adequate collection storage, stewardship and interpretation.
8. Assume full responsibility and ownership for all items through established collection management policies.

**C. Other Agreements:**

The parties mutually will:

1. Schedule regular meetings to explore and develop cooperative programs and projects under this Agreement.
2. Participate as fully as possible in the joint planning and consultation activities taken under the terms of this Agreement as staffing and funding permit.
3. Confirm important communications and decisions in writing.
4. Make good faith efforts to respond to the other party in a timely fashion.
5. Identify additional parties (e.g. federal and state agencies, other museums, educational institutions and consultants) that may be interested in participating in projects under this Agreement and mutually explore opportunities and third-party partnerships in support of this Agreement.

**D. Duration of Agreement**

This Agreement takes effect upon the signature of the President of the Foundation and City Council approval, and shall be subject to City Manager review at five (5) year intervals.

**E. Modification and Termination**

This Agreement may be amended by mutual written consent. Either party to this Agreement may request such an amendment by providing 90 days written notice

to the other party. The requesting party will schedule a meeting to discuss the proposed changes. All amendments shall be documented in writing.

Either party to this Agreement may terminate this Agreement by providing ninety (90) days written notice to the other party.

Failure of the parties to reach agreement on projects and activities proposed under the authority of this Agreement does not necessarily constitute a breach of the Agreement.

#### **F. Limitations**

Nothing in this Agreement shall be construed as limiting or affecting the authority or legal responsibilities of the City as binding it to expend any funds except as set forth herein.

#### **G. Liability**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement by the City is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended.

#### **H. Discrimination Prohibited**

In performing the operation hereunder, neither party shall discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap, or disability as defined in the American with Disabilities Act of 1990, as now enacted or hereafter amended.

#### **I. ADA Compliance**

In performing the operation hereunder, the parties will comply with all the requirements of the Americans with Disabilities Act of 1990.

#### **J. Compliance with Laws**

In performing the operation hereunder, all parties shall comply with all applicable City ordinances and state and federal laws.

#### **K. Assignability**

No party to this Agreement shall assign or attempt to assign or transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the other party.

**L. Construction and Severability**

If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

**M. Entire Agreement**

This Agreement contains the entire Agreement of the parties and supersedes any and all other Agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

**N. Applicable Law**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico and the ordinances of the City of Las Cruces.

IN WITNESS WHEREOF, the parties have executed the Agreement.

CITY OF LAS CRUCES

\_\_\_\_\_  
Robert Garza  
City Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM

\_\_\_\_\_  
Harry Connelly  
City Attorney

\_\_\_\_\_  
Date

FOUNDATION FOR Las Cruces MUSEUMS

\_\_\_\_\_  
Aaron Henry Diaz  
President

\_\_\_\_\_  
Date

**BYLAWS**  
**THE FOUNDATION FOR LAS CRUCES MUSEUMS (FLCM)**  
**Revised February 15, 2012**

**ARTICLE I. Name**

Section 1. The name of this organization shall be The Foundation for Las Cruces Museums (FLCM).

**ARTICLE II. Purpose**

Section 1. The Foundation for Las Cruces Museums, hereinafter referred to as The FLCM, shall serve as the fund-raising and support organization for the multi-facility museums of the City of Las Cruces Museum System including, but not limited to, the Branigan Cultural Center, the Las Cruces Museum of Art, the Las Cruces Museum of Nature and Science, and the Las Cruces Railroad Museum, hereinafter collectively referred to as the Museums. The purpose of the FLCM shall be to create financial and public support for the Museums; to encourage gifts, endowments, bequests, and memorials for the Museums; and to acquire and provide special and unusual items which would be of great benefit but which cannot be purchased through city procurement procedures; to work for appropriate cultural legislation and appropriations; to intensify community awareness and use of the Museums; to participate in and administer fund raising for the Museums; to sponsor programs and exhibitions designed to add to the cultural life of the community; to aid in public relations and communicate the needs of the community to the staff of the Museums.

Section 2. The FLCM is a non-profit and educational organization under Section 501(c)3 of the Internal Revenue Code and formed under NMSA 1978, Section 6-5A-1.

Section 3. The administration and operational control of the City of Las Cruces Museum System is vested in the Las Cruces City Council.

Section 4. The Museums and the FLCM serve people of all ages and cultural backgrounds that live in or visit Las Cruces and Dona Ana County, by providing a place to exhibit, perform, share, and celebrate their cultural heritage.

**ARTICLE III. Membership**

Section 1. Membership in the FLCM shall be open to all individuals interested in the cultural development of the community. Members shall be known as Friends of Las Cruces Museums. The City will not pay membership dues to the FLCM.

Section 2. Each category of membership shall be entitled to one vote. Under no circumstances will an officer or member of the FLCM be entitled to more than one vote. The Board, by majority vote, shall determine dues and categories of membership based on recommendations of the Membership Committee.

Section 3. Membership dues are payable annually. Members resigning during the calendar year will not be entitled to any refund of previously paid dues. Members will be removed from active membership if dues become 60 days delinquent.

#### **ARTICLE IV. Officers**

Section 1. The officers of the FLCM shall be president, vice president, secretary, and treasurer and as such constitute the Executive Committee. Officers must be FLCM members in good standing.

Section 2. An ad hoc nominating committee of three foundation members appointed by the Executive Committee shall recommend a slate of candidates for the annual meeting. The nominating committee shall nominate officer candidates and recommend the slate of candidates for approval by the Board at least one month before the annual membership meeting. The nominations shall be submitted in written form (either traditional mail or email) to the membership at least two weeks prior to the annual meeting. Additional nominations may be made from the floor of the annual meeting. Floor nominations will be required to be seconded. Election will be by ballot except where there is only one nominee for any office, at which time the vote may be made by voice.

Section 3. The officers shall be elected for a term of two years by a majority vote of those foundation members present and voting. Their term of office shall begin immediately following the annual meeting and conclude in two years at the annual meeting when their successors are elected. Officers shall not serve for more than two consecutive two-year terms in one office. The president and treasurer will be elected in odd years. The vice president and secretary will be elected in even years. The term for the vice president and secretary elected in 2011 will be a one year term.

Section 4. Vacancies, except for the office of president, shall be filled by nomination by the president, with the consent of the Executive Committee for the remainder of their term. The vice president shall assume the position of president should that position become vacant. The Executive Committee may, at its discretion, replace any Board member or committee chairperson who is absent without excuse from three consecutive regularly scheduled meetings.

#### **ARTICLE V. Duties of Officers**

Section 1. President: The president shall preside at all Executive Committee, Board meetings and the annual meeting of the FLCM and perform all duties pertaining to this office. The president will have full voting rights on all issues before the Executive Committee and the Board. The president will nominate chairpersons for committees (except Leadership Committees (See Article VII, Section 2g) to be ratified by a vote of the Executive Committee.

Section 2. Vice President: The vice president shall act in the absence of the president and otherwise perform such duties as the president shall designate.

Section 3. Secretary: The secretary shall be responsible for the official records of the FLCM and shall keep and arrange for the safekeeping of records of the official actions of the

organization. The secretary shall record attendance at all Executive Committee, Board meetings and at all annual meetings and record the minutes of all meetings. The secretary shall write the correspondence of the FLCM and notices of general meetings when required.

Section 4. Treasurer: The treasurer shall be responsible for receiving and disbursing funds for the FLCM and shall keep the financial records for the organization. All checks, payment authorizations, and funding commitments will be cosigned by two members of the Executive Committee. The treasurer will manage the annual audit. The books shall be audited at the close of the calendar year.

## **ARTICLE VI. Board**

Section 1a. The Board shall administer the affairs of the FLCM. All Board members must be FLCM members in good standing. The Board shall endeavor to represent diverse backgrounds in keeping with the missions of the Museum System and the diversity of the community. The voting members of the Board shall consist of the elected officers, chairpersons of the Permanent Standing Committees, the museum representatives, and the Leadership Committee chairpersons. The City's Museums Administrator serves on the Board as a non-voting member.

Section 1b. Upon completion of the president's term of office, the immediate past president can choose to serve as a non-voting member of the Board. At the discretion of the president, the immediate past president will contribute to, but not be limited to, advocacy, fund raising, and public awareness activities on behalf of the FLCM.

Section 2a. A majority of voting members either present or by written proxy of the Board shall constitute a quorum.

Section 2b. Board members may submit their written assigned proxy to either the president or secretary of the Board.

Section 3a. Meetings of the Board shall be held monthly. Special meetings may be called by the president.

Section 3b. Board members may request the president to call a special meeting.

Section 4. Museum representatives shall be recommended by museum managers or other designee and serve with the approval of the Executive Committee.

## **ARTICLE VII. Committees**

Section 1. Committees may meet as often as is necessary to complete assignments and reach their goals.

Section 2. The permanent standing committees shall be: Communications, Development, Institutional Advancement, Membership, Museum Stores, and Special Events. The permanent

Leadership Committees shall be: Branigan Cultural Center, Las Cruces Museum of Art, Las Cruces Museum of Nature and Science, and New Mexico Railroad Museum.

Section 2a. The Communications committee shall promote awareness and events of the Museums and the FLCM through public relations and marketing communications activities.

Section 2b. The Development committee shall provide funding for the FLCM through fund-raising activities, including but not limited to endowment, annual giving, capitol campaigns, and legislative appropriations. The committee shall research grant support funding and apply for such funding as approved by the Executive Committee.

Section 2c. The Institutional Advancement committee shall promote FLCM initiatives through contact with community leaders and local, state, and nationally elected and appointed officials.

Section 2d. The Membership committee shall increase awareness and support the Museums by maintaining and increasing members of the Friends of Las Cruces Museums.

Section 2e. The Museums Stores committee shall work with the museum staff to operate and support gift shops within the system.

Section 2f. The Special Events committee shall organize and operate special events that will support and promote the missions of the FLCM and the Museums.

Section 2g. The Leadership Committees will work to advance the initiatives and interests of the various designated museums within the system. Museum Managers or other designees of the Museums Administrator will serve ex-officio, without voting rights, on the Leadership Committees of the FLCM relating to their individual museums. In no event will a Museum Manager or designee function as a Leadership Committee chairperson. Leadership Committee chairpersons will be selected by a vote of each Leadership committee as a whole, through nomination and second. Leadership Committee chairpersons are members of, and will attend meetings of, the Board and will present monthly reports.

Section 3. Committee chairpersons shall make monthly written reports of their activities and give the reports to the secretary, who will make these reports a part of the permanent records.

Section 4. The president, with the approval of the Executive Committee, may appoint special committees as needed.

#### **ARTICLE VIII. Meetings**

Section 1. A meeting of the Foundation for the Las Cruces Museums (FLCM) will be held annually.

Section 2. A special meeting of the FLCM may be called at any time by the Executive Committee. The notice of any such meeting shall be in writing, by telephone, or by e-mail to the members with one week's notice stating the date, time, location, and the subject to be discussed at the meeting.

## **ARTICLE IX. Financial Reporting Requirements**

Section 6-5A-1 of the New Mexico Code Annotated requires that, as the non-profit organization service a governmental agency, namely the City of Las Cruces Museum System, certain reporting requirements must be met. The FLCM agrees to comply with the following reporting requirements:

(1) If the FLCM's gross annual income exceeds \$100,000.00, the FLCM must have a financial accounting system considered adequate under customarily and currently accepted accounting standards. The financial affairs of the FLCM shall be audited annually in accordance with generally accepted government auditing standards by an independent professional auditor who is required to furnish the City copies of the annual audit which, exclusive of any lists of donors or donations, shall be public record. The FLCM's auditor shall make associated working papers available to the City for review upon its written request for a three-year period after the audit report date.

(2) If the FLCM's gross annual income is under \$100,000.00, the FLCM will file a statement with the City in the form of a balance sheet showing the assets of the FLCM, its liabilities, income classified by general source, and expenditures classified by object.

## **ARTICLE X. Dissolution**

Upon dissolution of the FLCM, its assets shall become the property of the Museum System whose administration and control is vested in the Las Cruces City Council.

## **ARTICLE XI. Amendments**

Amendments to these by-laws may be made at any Board meeting by a two-thirds vote of those present and voting provided notification in writing was given each member at least two weeks prior to the meeting scheduled for voting on by-laws changes. All by-laws changed must be ratified by a simple majority vote at the next occurring annual meeting.

## **ARTICLE XII. Policies**

The Executive Committee will develop conflict of interest, procurement, and other policies as needed for the functioning of the FLCM. These will policies will follow accepted business practices.

  
 \_\_\_\_\_  
 Aaron Henry Diaz, President of FLCM

Revised and approved by the Board  
 February 15, 2012



Gary K. King  
Attorney General

## Attorney General of New Mexico

Registry of Charitable Organizations  
111 Lomas Blvd. NW, Suite 300  
Albuquerque, NM 87102

(505) 222-9000  
Fax: (505) 222-9006

Albert J. Lama  
Chief Deputy Attorney General

### NM Charitable Organization Registration Statement

Registration Tax Year

2011

Fiscal Year Period

1/1/2011 - 12/31/2011

Registration Status: Registration Submitted

Status Date: April 05, 2012

Registration Number: 20113811209625571

Charity Name: Foundation for Las Cruces Museums

FEIN: 20-5199156

Website Address: [www.las-cruces.org/Public-Services/museums/foundations.shtm](http://www.las-cruces.org/Public-Services/museums/foundations.shtm)

E-Mail Address: [friendsofficm@gmail.com](mailto:friendsofficm@gmail.com)

Fiscal Year End Month: 12 Day: 31

Incorporated: Yes State: NM Date: 1/31/2006

Organization Type: 501(c)3 non-profit

Establish Date: 4/12/2007

Other Names for Charity: No other names for charity.

Primary Address: P.O. Box 2783  
Las Cruces, NM 88004-2783

Mailing Address: P.O. Box 2783  
Las Cruces, NM 88004-2783

Other Addresses: No Other Addresses

Phone Numbers: 575-649-1738 Ext: None (Telephone)

NTEE Classifications: A01 Alliances & Advocacy  
A12 Fund Raising & Fund Distribution

**NTEE Classifications:** A25 Arts Education

**Charity Purpose:** The Foundation for Las Cruces Museums is a non-profit organization dedicated to providing financial support and advocacy to enhance the value of Las Cruces museums for the benefit of the entire community.

**Solicitation Methods:** E-Mail  
 Personal Contact  
 Special Events  
 Personal Contact

**Charity Individuals:**

<b>Name:</b> Diaz, Aaron	575.571.9365
<b>Position Title:</b> President	ahdiaz1@gmail.com
<b>Annual Compensation:</b> \$0.00	
<b>Address:</b> P.O. Box 2783	
Las Cruces, NM 88004-2783	
<b>Name:</b> Kretzmann, Devonna	575.644.7712
<b>Position Title:</b> Vice President	devonna@funkyolivedesign.com
<b>Annual Compensation:</b> \$0.00	
<b>Address:</b> P.O. Box 2783	
Las Cruces, NM 88004-2783	
<b>Name:</b> Wachtel, William	575.649.1738
<b>Position Title:</b> Treasurer	wwachtel@zianet.com
<b>Annual Compensation:</b> \$0.00	
<b>Address:</b> P.O. Box 2783	
Las Cruces, NM 88004-2783	
<b>Name:</b> Wagner, Sara	404.433.0262
<b>Position Title:</b> Secretary	sara@urlvd.com
<b>Annual Compensation:</b> \$0.00	
<b>Address:</b> P.O. Box 2783	
Las Cruces, NM 88004-2783	

**Individuals who are authorized to sign checks:**

Diaz, Aaron	President
Wachtel, William	Treasurer
Wagner, Sara	Secretary

*Individuals who are responsible  
for fund raising:*

Diaz, Aaron	President
Wachtel, William	Treasurer
Wagner, Sara	Secretary

*Individuals who are responsible  
for the distribution of funds:*

Diaz, Aaron	President
Wachtel, William	Treasurer
Wagner, Sara	Secretary

*Individuals who have custody of  
financial records:*

Wachtel, William	Treasurer
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*Individuals who have custody of  
funds:*

Diaz, Aaron	President
Wachtel, William	Treasurer
Wagner, Sara	Secretary

*Accountant/Auditor:*

*Person Name:* Beasley, Don  
*Job Title:* President  
*Company:* Beasley, Mitchell & Co.  
*Address:* 509 S. Main St, Ste A  
P.O. Drawer 550  
Las Cruces, NM 88004  
*Phone Number:* 575.528.6700  
*Fax Number:* 575.528-6775  
*E-Mail Address:* donaldb@bmc-cpa.com

*Person Authorized to Receive  
Service of Process:*

*Person Name:* Wachtel, William  
*Job Title:* Treasurer  
*Company:* Foundation for Las Cruces Museums  
*Address:* P.O. Box 2783  
Las Cruces, NM 88004  
*Phone Number:* 575.649.1738  
*E-Mail Address:* wwachtel@zianet.com

*Professional Fundraisers:*

**Question and Answer:**

**Q: Has organization or any of its officers, directors, employees or fund raisers ever been enjoined or otherwise prohibited by a government agency/court from soliciting?**

**A: No**

**Q: Has organization or any of its officers, directors, employees or fund raisers had its registration been denied or revoked?**

**A: No**

**Q: Has organization or any of its officers, directors, employees or fund raisers ever been the subject of a proceeding regarding any solicitation or registration?**

**A: No**

**Q: Has organization or any of its officers, directors, employees or fund raisers ever entered into a voluntary agreement of compliance with any government agency or in a case before a court or administrative agency?**

**A: No**

**Q: Has organization or any of its officers, directors, employees or fund raisers registered with or obtained exemption from any state or agency?**

**A: No**

**Q: Has organization or any of its officers, directors, employees or fund raisers solicited funds in New Mexico?**

**A: Yes** Since 2008 we have maintained a Friends organization for which dues are paid. This is ongoing. We maintain a food booth at the November Renaissance Arts Faire to raise funds. To date, these are the only fund raising activities of FLCM.

**Q: Are any of the organization's officers, directors, trustees or employees related by blood, marriage, or adoption to: (a) any other officer, director, trustee or employee OR (b) any officer, agent, or employee of any fundraising professional firm under contract to the organization OR (c) any officer, agent, or employee of a supplier or vendor firm providing goods or services to the organization?**

**A: No**

**Q: Does the organization or any of its officers, directors, employees, or anyone holding a financial interest in the organization have a financial interest in a business described in (b) or (c) in previous question OR serve as an officer, director, partner or employee of a business described in (b) or (c) in previous question?**

**A: No**

**Q: Have any of the organization's officers, directors, or principal executives ever been convicted of a misdemeanor or felony?**

**A: No**

**Q: Does the organization receive financial support from other non-profit organizations (foundations, public charities, combined campaigns, etc.)?**

A: No

Q: Does the organization share revenue or governance with any other non-profit organization?

A: No

Q: Does any other person or organization own a 10% or greater interest in your organization OR does your organization own a 10% or greater interest in any other organization?

A: No

Applied For Tax Exempt: Yes      2/13/2007  
 Granted Tax Exempt: Yes      5/14/2007  
 IRS Section: 501(c)(3)  
 Tax Exempt Ever Denied: No  
 Tax Exempt Ever Revoked: No  
 Tax Exempt Ever Modified: No  
 Contributions Tax Deductible: Yes

**Banks:**

Citizens Bank of Las Cruces  
 575.647.4100  
 P.O. Box 2108  
 Las Cruces, NM 88004

**Annual Financials**

**Tax Year:** 2011  
**IRS Document Filed:** 990-EZ

**Total Contributions:** \$20,817.00  
**Total Gross Revenue:** \$24,824.00

**Total Expenses:** \$18,404.00  
**Program Services Expenses:** \$676.00  
**Management General Expenses:** \$538.00  
**Fundraising Expenses:** \$17,190.00

**Beginning of Year Net Assets:** \$37,052.00  
**End of Year Net Assets:** \$43,472.00

Gross Professional Fundraising  
Collections: \$0.00

Net Professional Fundraising  
Collections: \$0.00

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**Registration Submitted By:**

Russo, Bud  
Treasurer

575-525-9705  
abrusso@zianet.com

### 2011 Activities Summary for the Foundation for Las Cruces Museums

The *income* for the foundation totaled **\$24,671.86**. The sources of revenue were as follows:

Royalties	174.90
Donation General	80.00
RRM Children's Activities	500.00
Contributions and Support	210.10
Donations—Branigan Cultural Center (BBC)	268.51
Donations—Museum of Art (MOA)	1,052.51
Donations—Museum of Nature and Science (MONAS)	726.64
Donations—Railroad Museum (RRM)	316.78
Donations - RRM Project Fund	173.85
Donations - Caboose Fund	3,070.84
El Mercado Earned Revenue	50.00
General Earned Revenues	7,221.93
Membership Dues	3,855.00
Renaissance Faire Net Earnings	5,243.00
Special Event/Trip Income	1,727.80

The *expenses* for the foundation total **\$18,400.45**. The sources of expenses were as follows:

FROM DONATION BOX -- BCC	5,053.47
FROM DONATION BOX -- MOA	3,944.50
FROM DONATION BOX -- RRM	150.00
Insurance - nonemployee	644.00
Other Miscellaneous Expenses	2,122.27
Postage and Delivery	304.91
Printing and Reproduction	371.30
Professional Services fees	537.81
Renaissance Faire	4,281.05
Special Events/Trip Expense	946.05
Supplies and Materials	45.09

FLCM endowment fund balance held at the Community Foundation of Southern New Mexico: **\$34,398**. 2011 Distributable income from endowment: **\$1,043**

- Activities:** The Foundation provided the Museums with the following support in 2011:
- New flooring was purchased for the Branigan Cultural Center at a cost of \$6,188.
  - Four works of art were purchased for the permanent collection at the Museum of Art at a total cost of \$3,944.50.
  - The Foundation sponsored and funded the NASA Gala which was held in conjunction with the Foundation's Annual Meeting.
  - Foundation and non-foundation members contributed 8,172 volunteer hours in 2011.
  - Volunteer hours contributed at the Railroad Museum by Kohl's employees resulted in Kohl's donation of \$1,000 for children's activities at the RRM.
  - The Foundation published a hardcover book entitled: *Historic Las Cruces* for fundraising purposes.



**American Hallmark Insurance Company of Texas**  
 777 Main St Ste 1000 Fort Worth, TX 76102  
**COMMERCIAL GENERAL LIABILITY**  
 RENEWAL DECLARATION

**POLICY NO. 44-MG-450961-04/000**  
 RENEWAL OF 44-MG-450961-03

**NAMED INSURED AND MAILING ADDRESS****AGENCY AND MAILING ADDRESS**

3082

FOUNDATION FOR LAS CRUCES MUSEUMS  
 PO BOX 2783  
 LAS CRUCES NM 88004

GRINDELL & ROMERO  
 INSURANCE INC  
 P. O. BOX 1929  
 LAS CRUCES NM 88004

POLICY PERIOD: From 08/08/2011 to 08/08/2012 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.  
 THE NAMED INSURED IS : CORPORATION BUSINESS DESC : GIFT SHOP

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE INSURANCE AS STATED IN THIS POLICY.

**LIMITS OF INSURANCE**

GENERAL AGGREGATE	\$	2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE	\$	2,000,000	
PERSONAL INJURY & ADVERTISING INJURY	\$	1,000,000	
EACH OCCURRENCE	\$	1,000,000	
DAMAGE TO PREMISES RENTED TO YOU	\$	100,000	ANY ONE PREMISES
MEDICAL EXPENSE	\$	5,000	ANY ONE PERSON

**STATE - 1****LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:**

LOC # 1: 500 N WATER LAS CRUCES NM 88001  
 LOC # 2: 490 N WATER LAS CRUCES NM 88001

LOC CLASSIFICATION	CODE	PREMIUM BASIS	FMS RATE	PDS RATE
1 GIFT SHOPS - NOT-FOR-PROFIT ONLY	13507	GROSS SALES 35,000	3.321	.429
2 GIFT SHOPS - NOT-FOR-PROFIT ONLY	13507	GROSS SALES 29,000	3.321	.429
1 SOCIAL GATHERINGS AND MEETINGS - ON PREMISES NOT OWNED OR OPERATED BY THE INSURED - NOT-FOR-PROFIT ONLY	48558	EACH 4	39.572	INCL

PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT

**American Hallmark Insurance Company of Texas**  
777 Main St Ste 1000 Fort Worth, TX 76102  
**COMMERCIAL GENERAL LIABILITY**  
RENEWAL DECLARATION



**POLICY NO. 44-MG-450961-04/000**  
RENEWAL OF 44-MG-450961-03

**NAMED INSURED AND MAILING ADDRESS**

**AGENCY AND MAILING ADDRESS 3082**

FOUNDATION FOR LAS CRUCES MUSEUMS  
PO BOX 2783  
LAS CRUCES NM 88004

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INSURANCE INC  
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**ADDITIONAL INSURED(S)**

CITY OF LAS CRUCES  
PO BOX 20000  
NM LAS CRUCES  
88004

PER FORM: CG2011 (01-96)

DONA ANA ARTS COUNCIL  
211 N. DOWNTOWN MALL  
NM LAS CRUCES  
88001  
SPECIAL EVENT (10-31-08 TO 11-03-08)

PER FORM: CG2026 (07-04)

**MANUSCRIPT FORMS:**

CG2144 (07-98) . LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT  
GIFT SHOP

TERRORISM RISK INSURANCE ACT (ANNUAL) CHARGE IS \$19  
CG2176 (01-08) - EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

**TOTAL COMMERCIAL GENERAL LIABILITY ADVANCE PREMIUM \$644**



American Hallmark Insurance Company of Texas

777 Main St Ste 1000 Fort Worth, TX 76102

COMMERCIAL GENERAL LIABILITY  
RENEWAL DECLARATION

POLICY NO. 44-MG-450961-04/000  
RENEWAL OF 44-MG-450961-03

NAMED INSURED AND MAILING ADDRESS

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PO BOX 2783  
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POLICY PERIOD: From 08/08/2011 to 08/08/2012 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

**FORMS AND ENDORSEMENTS**

APPLYING TO COMMERCIAL GENERAL LIABILITY COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

AH0017 (07-05)	IL0021 (09-08)	IL0017 (11-98)	CG0001 (12-07)	CG2147 (12-07)	CG2146 (07-98)
CG2132 (05-09)	CG0068 (05-09)	NP0029 (04-11)	CG2233 (07-98)	NP9540 (03-05)	IL0298 (09-08)
AH0022 (03-05)	CG2011 (01-96)	CG2026 (07-04)	CG2144 (07-98)	CG2167 (12-04)	MP1069 (07-01)
CG2176 (01-08)	CG2170 (01-08)	AH0018 (09-09)	NP0014 (09-09)		

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

COUNTERSIGNED AT: \_\_\_\_\_ DATE: \_\_\_\_\_ BY: \_\_\_\_\_ AUTHORIZED REPRESENTATIVE