

City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 6 Ordinance/Resolution# 13-072

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of November 19, 2012
(Adoption Date)

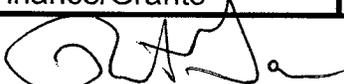
Please check box that applies to this item:

QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION AUTHORIZING THE LAS CRUCES MUSEUM OF NATURE AND SCIENCE TO ACCEPT A GRANT AWARD FROM BUREAU OF LAND MANAGEMENT (BLM) IN THE AMOUNT OF \$50,000.00 WITH A \$50,000.00 IN-KIND MATCH REQUIREMENT AND TO ADJUST THE FY 2013 BUDGET.

PURPOSE(S) OF ACTION:

To accept grant and adjust budget.

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

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Bureau of Land Management (BLM) has awarded the City of Las Cruces Museum of Nature and Science (MoNaS) \$50,000.00 to develop the Jerry MacDonald Collection Trackways exhibit for display in Doña Ana County, NM and become the local visitor center for the Prehistoric Trackways National Monument. This would secure the collection for long term use by future visitors, researchers, and student study.

The City of Las Cruces sought funding from BLM in the amount of \$50,000.00 for enhancements to the Prehistoric Trackways exhibit display area and to create additional promotional materials related to the exhibit. To build educational awareness about the Prehistoric Trackways National Monument, MoNaS will create large-scale informational panels and trackways casts for visitors to experience. Since this is considered a challenge grant, there is a 1:1 match requirement. The \$50,000 in-kind match will be met through museum staff time dedicated to the educational awareness component of the project. Staff time is already in the FY 2013 budget.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", BLM Agreement.

3. Exhibit "B", Budget Adjustment.

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input checked="" 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>4011 Facilities Federal Grant</u> in the amount of <u>\$50,000.00</u> for FY 2013.
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

Grant funds will be deposited into Fund #4011 (State Operating Grant) under project #63408 to be used by the Museum of Nature and Science to pay for contracting services and materials pertaining to improving the trackways exhibit. The in-kind match will be met through staff time already in the FY 2013 and tracked on time and effort logs established by the Grants & Contracts Administration office.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Facilities Federal Grant Fund	40803190-722190-63408	\$41,000.00	\$41,000.00*	\$0.00	N/A
Facilities Federal Grant Fund	40803190-730110-63408	\$9,000.00	\$9,000.00*	\$0.00	N/A

* pending adjustment

OPTIONS / ALTERNATIVES:

- Vote "Yes"; this will accept additional grant funds from the Bureau of Land Management in the amount of \$50,000.00.
- Vote "No"; this is not an option since the funds are necessary for the Las Cruces Museum of Nature and Science to properly exhibit the trackways.

(Continue on additional sheets as required)

3. Vote to "Amend"; this is not an option as the grant agreement has been agreed upon in its current form.
4. Vote to "Table"; this not an option, as grant funds need to be accepted in order to be spent before agreement deadlines.

REFERENCE INFORMATION:

N/A

RESOLUTION NO. 13-072

A RESOLUTION AUTHORIZING THE LAS CRUCES MUSEUM OF NATURE AND SCIENCE TO ACCEPT A GRANT AWARD FROM BUREAU OF LAND MANAGEMENT (BLM) IN THE AMOUNT OF \$50,000.00 WITH A \$50,000.00 IN-KIND MATCH REQUIREMENT AND TO ADJUST THE FY 2013 BUDGET.

The City Council is informed that:

WHEREAS, the City of Las Cruces Museum of Nature and Science applied for a \$50,000.00 grant from the Bureau of Land Management (BLM) for enhancement of the Jerry MacDonald Collection Trackways exhibit; and

WHEREAS, the Las Cruces Museum of Nature and Science was successful in their request as reflected in Exhibit "A"; and

WHEREAS, the Las Cruces Museum of Nature and Science will also act as a local visitor center for the Prehistoric Trackways National Monument to use for the trackways exhibit; and

WHEREAS, the \$50,000.00 in-kind match requirement for these funds will be met through staff time devoted to the project and is already in the FY 2013 budget.

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

(I)

THAT the City of Las Cruces Museum of Nature and Science is authorized to accept a grant award in the amount of \$50,000.00 with a \$50,000.00 in-kind match requirement.

(II)

THAT the FY 2013 Adopted Budget is hereby adjusted as reflected in Exhibit "B" attached hereto and made a part of this resolution.

(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

<h1 style="margin: 0;">Grant and Cooperative Agreement</h1> <div style="font-size: 2em; font-weight: bold; opacity: 0.5; position: absolute; top: -50px; left: 50%; transform: translate(-50%, -50%); pointer-events: none;"> RECEIVED SEP 28 2012 </div>			CHOOSE ONE: <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT <input type="checkbox"/> GRANT
CHOOSE ONE: <input type="checkbox"/> EDUCATION <input type="checkbox"/> FACILITIES <input type="checkbox"/> RESEARCH <input type="checkbox"/> SDCR <input type="checkbox"/> TRAINING			
1. GRANT/COOPERATIVE AGREEMENT NUMBER L12AC20088	2. SUPPLEMENT NUMBER	3. EFFECTIVE DATE 09/14/2012	
5. ISSUED TO NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip) LAS CRUCES, CITY OF Attn: ATTN GOVERNMENT POC 700 N MAIN ST LAS CRUCES NM 88001-3512		6. ISSUED BY BLM NM-STATE OFC-SANTA FE (NM916) Mailing Address: 301 DINOSAUR TRAIL SANTA FE NM 87508	
7. TAXPAYER IDENTIFICATION NO. (TIN)	9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone) William Ticknor, Museum Manager (575) 541-2995		
8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.			
10. RESEARCH, PROJECT OR PROGRAM TITLE NM - CCS- Trackways Exhibits and Tours			
11. PURPOSE For the purpose of developing interpretive exhibits on the Prehistoric Trackways National Monument (PTNM) for the developing Museum of Nature and Science (MoNaS)			
12. PERIOD OF PERFORMANCE (Approximately) 09/15/2012 through 09/30/2017			
13A.	AWARD HISTORY	13B.	
PREVIOUS	\$0.00	PREVIOUS	
THIS ACTION	\$50,000.00	THIS ACTION	
CASH SHARE	\$0.00	TOTAL	
NON-CASH SHARE	\$0.00	\$50,000.00	
RECIPIENT SHARE	\$0.00		
TOTAL	\$50,000.00		
14. ACCOUNTING AND APPROPRIATION DATA 01			
PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	
0020009678			
15. POINTS OF CONTACT			
	NAME	MAIL STOP	
TECHNICAL OFFICER	Charise P Saiz		
NEGOTIATOR			
ADMINISTRATOR			
PAYMENTS			
16. THIS AWARD IS MADE UNDER THE AUTHORITY OF : Challenge Cost Share, 31 U.S.C. 6305 P.L., 101-512, Title I			
17. APPLICABLE STATEMENT(S), IF CHECKED: <input type="checkbox"/> NO CHANGE IS MADE TO EXISTING PROVISIONS <input type="checkbox"/> FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT		18. APPLICABLE ENCLOSURE(S), IF CHECKED: <input type="checkbox"/> PROVISIONS <input type="checkbox"/> SPECIAL CONDITIONS <input type="checkbox"/> REQUIRED PUBLICATIONS AND REPORTS	
UNITED STATES OF AMERICA		COOPERATIVE AGREEMENT RECIPIENT	
CONTRACTING/GRANT OFFICER	DATE	AUTHORIZED REPRESENTATIVE	
Charise P Saiz	9/14/12	<i>[Signature]</i>	
		DATE	
		9-28-2012	

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
00001	<p>CFDA Number: 15.238 DUNS Number: 077609279+0000 Delivery Location Code: 0004276468 BLM-NMSO- BUSINESS MANAGEMENT TEAM 301 DINOSAUR TRAIL SANTA FE NM 87508 US</p> <p>Account Assignment: K G/L Account: 6100.411C0 Business Area: L000 Commitment Item: 411C00 Cost Center: LLNML00000 Functional Area: L17700000.AE0000 Fund: 12XL1109AF Fund Center: LLNML00000 Project/WBS: LX.CC.G1202200 PR Acct Assign Line: 01 Period of Performance: 09/15/2012 to 09/30/2017</p> <p>Initial Award -2012-NM CCS-Trackways Exhibits & Tours Obligated Amount: \$50,000.00</p> <p>The total amount of award: \$50,000.00. The obligation for this award is \$50,000.00.</p>				50,000.00

CITY OF LAS CRUCES
NM-CCS-TRACKWAYS EXHIBITS AND TOURS

I. Statement of Joint Objectives

A. Purpose. This agreement is made and entered into by the Department of the Interior, Bureau of Land Management, New Mexico State Office (BLM), and the City of Las Cruces for the purpose of developing interpretive exhibits on the Prehistoric Trackways National Mounument (PTNM) for the developing Museum of Nature and Science (MoNaS).

B. Objective.

1. Promote the Prehistoric Trackways National Monument through educational material exhibited at the Museum of Nature and Science.
2. Evolve the partnership that exists between the City of Las Cruces Museum System and the Bureau of Land Management.
3. To inspire future phases of the project encompassing the implementation of guided tours to the Prehistoric Trackways National Monument with the Museum of Nature and Science.
4. To extend the educational experience for the public by making it easier to visit not only this monument but other public lands.

C. Authority.

Challenge Cost Share, 31 U.S.C. 6305 P.L. 101-512, Title I

D. Benefits. The activity to be undertaken through this agreement is in furtherance of the recipient's and BLM's mission by the providing the following benefits:

1. **BLM Performance Measures: M1G3S1.02 – Percent satisfaction among visitors served by facilitated program (SP).**
2. Will promote understanding and appreciation of history, culture, arts and sciences through on ongoing exchange of ideas, information and experiences with our citizens and visitors
3. The public will benefit by learning of a regional national monument they can frequent.
4. Information sheets and brochures on when the Trackways were formed and what type of flora and fauna roamed the southern New Mexico area 290 million years ago.

5. Educational experiences for the visitor to learn about Paleozoic life forms and the environment in Southern New Mexico.
6. Develop a greater appreciation and sense of stewardship for the public lands and the outdoors in general which is a key element of the Secretary of Interior's America's Great Outdoor Initiative, BLM's Take it Outside, and Hands on the Land.

II. Definitions.

A. Agreement: This grant or cooperative agreement. The term grant is defined as all Federal financial assistance that provides support or stimulation to accomplish a public purpose. Use of the term "grant" includes grants or cooperative agreements awarded by the Federal Government to eligible recipients.

B. Award Recipient: The Award Recipient is the recipient's individual who is authorized to act for the applicant and to assume the obligations imposed by the Federal laws, regulations, requirements, and conditions that apply to grant applications or grant awards.

C. Bureau of Land Management (BLM). May also be referred to as Bureau.

D. City of Las Cruces May also be referred to as recipient.

E. Code of Federal Regulations (CFR).

F. Federal Financial Report (FFR).

G. Fiscal Year (FY): The Federal fiscal year which begins on October 1 of one year and extends through September 30 of the following year.

H. Financial Assistance Administrator/Grants Management Officer (GMO): The GMO is the only individual in BLM who is authorized to obligate funds, award, amend, terminate, and administer this agreement.

I. Not-to-Exceed (NTE) Amount: The maximum Federal funding amount available for reimbursement to the recipient.

J. Office of Management and Budget (OMB). All OMB Circulars and Standard Forms that apply to this agreement may be found on the OMB website at: www.whitehouse.gov/omb/grants/index.html.

K. Program Officer (PO): The PO is the BLM individual designated for the purpose of administering the technical aspect of this agreement. The PO will work closely with the Program Director/Principal Investigator (PD/PI) and is authorized to clarify technical requirements, review and approve work which is clearly within the scope of the work specified in this agreement. The PO will review FFRs, payments when the recipient is on agency review, and performance reports and recommend approval to the GMO. The PO is not authorized to issue

changes or in any other way amend this agreement or obligate the Government in any way. These actions can only be issued by the GMO with a written amendment.

L. Project Director (PD)/Principle Investigator (PI): is the recipient's technical leader, designated by the recipient, to direct the project or activity being supported by the grant. The PD/PI is responsible and accountable to the recipient and BLM for the proper conduct of the project or activity.

III. Project Management Plan.

A. The recipient and the BLM both agree to:

the original proposal is accepted as is

B. The following recipient's documents are incorporated by reference: Project Proposal entitled City of Las Cruces SF 424, Application for Federal Assistance, SF 424A, Budget Information – Non-Construction Programs, and SF 424B, Assurances – Non-Construction Programs.

IV. Term of Agreement.

A. This agreement shall become effective on the date of signature of the GMO and may remain in effect for up to 5 years. The BLM will consider continued funding for the project upon (a) the recipient showing progress satisfactory to the BLM toward program goals and the determination by the BLM that continuation of the program would be in the best interest of the Government or (b) the availability of funds.

B. A request to extend the project and/or budget period shall be requested by the recipient and submitted to the GMO at least 30 days prior to the expiration date of the project and/or budget period. The recipient shall include in the request the cause of the needed extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request.

C. A request for an extension that is received by the GMO after the expiration date will not be honored.

D. This agreement may be terminated in accordance with the provisions of 43 CFR, Subpart C, Section 12.84 for State, local and Indian tribal governments or Subpart F, Section 12.961 for institutions of higher education, hospitals, other non-profit and all other organizations.

V. Financial Support.

A. Funding. This agreement shall be funded each FY based on the availability of BLM funding.

B. FY Carryover. Funds obligated but not expended in one FY can be carried forward and expended in the subsequent FY for this award.

C. Maximum Obligations. The total obligations, including amendments, represent the amount for which the BLM will be responsible under the terms of this agreement. The BLM shall not be responsible to pay for nor shall the recipient be responsible to perform any effort that will require the expenditure of Federal funds above the current obligated amount.

D. Cost Sharing. Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart C, Section 12.64 for State, local and Indian tribal governments or Subpart F, Section 12.923 for institutions of higher education, hospitals, other non-profit and all other organizations.

E. Program Income. Program income generated for this agreement shall be in accordance with 43 CFR, Subpart C, Section 12.65 for State, local and Indian tribal governments or Subpart F, Section 12.924 for institutions of higher education, hospitals, other non-profit and all other organizations.

VI. Payments

A. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

1. Payments under this agreement will be made by the United States Department of Treasury, FMS, ASAP system (www.ASAP.gov). ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will register and request federal funds that are due directly from the Federal Reserve Bank on a reimbursable basis.

2 The ASAP Requestor ID, furnished by the Department of Treasury, will be used to access the account to request reimbursement payments. The first nine characters will be the agreement number. The remaining three characters will identify BLM funding line items. Drawdown of funds will be taken from specific lines on this agreement.

3. Advance Payments. Since payments under this agreement will be made by the United States Department of Treasury through the ASAP system within a 3 day period after request; there should be a minimal need for advance payments.

4. Drawdown. Treasury Circular 1075 (31 CFR 205) requires that drawdowns to a recipient organization shall be limited to the minimum amounts needed and shall be timed to be in accordance with the actual, immediate cash requirements of the recipient organization in carrying out the purposes of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursements by the recipient organization for direct program or project costs and the proportionate share of any allowable indirect costs.

VII. Property Management and Disposition.

Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43 CFR, Subpart C, Section 12.71 through 12.73 for State, local and Indian tribal governments or Subpart F, Section 12.930 through 12.937 for institutions of higher education, hospitals, other non-profit and all other organizations. The BLM assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306]".

VIII. Deliverables and Reports.

A. Financial Status Reports:

1. Reports of expenditures are required as documentation of the financial status of awards according to the official accounting records of the recipient's organization. The recipient shall submit a completed original and one copy of the quarterly FFR, the SF 425, Federal Financial Report (Short Form), to report the status of funds for this agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. The first report will cover from **date of award to December 31, 2012**. The reporting periods are: January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31 and will continue through the life of the agreement. The quarterly report(s) shall be sent to the GMO and are due 30 calendar days after the end of the quarterly reporting period. The recipient will report program outlays and program income on a cash basis.

2. An original and one copy of the final FFR is due to the GMO no later than 90 calendar days after the expiration or termination of this agreement.

3. Recipients who are placed on agency review, shall submit an original and one completed copy of the SF 425, Federal Financial Report, to report the status of funds for each payment requested before reimbursement payments are made. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424A, Budget Information. This does not relieve the recipient of the quarterly FFR requirement unless reimbursement is only requested on a quarterly basis.

4. The GMO may review the report for patterns of cash expenditures, including accelerated or delayed drawdowns, and to assess whether performance or financial management problems exist. Before submitting FFRs to the GMO, grantees must ensure that the information submitted is accurate, complete, and consistent with the grantee's accounting system. The recipient's Authorized Certifying Official's signature on the FFR certifies that the information in the FFR is correct and complete and that all outlays and obligations are for the purposes set forth in agreement documents, and represents a claim to the Federal government. Filing a false claim may result in the imposition of civil or criminal penalties.

B. Performance/Progress Reports:

1. Recipient shall submit an original and one copy of the yearly performance report(s) to the GMO within 30 days after the end of the reporting period. The performance report must be prepared in accordance with 43 CFR, Subpart C, Section 12.80 for State, local and Indian tribal governments or Subpart F, Section 12.951 for institutions of higher education, hospitals, other non-profit and all other organizations. The performance report shall include a narrative summary both of completed activities and activities in progress, a calculation of percent of completed work based on work identified in the Recipient's submitted proposal, Project Management Plan, the reason for slippage if objectives or milestones are not met, a prediction of future activities and how they will be accomplished, and a discussion of issues and problems which may impact the ability to complete the work on time. Recommendations to overcome problems shall also be provided. In addition, the following performance measures must be included in the performance report: **BLM Performance Measures: M1G3S1.02 – Percent satisfaction among visitors served by facilitated program (SP).**

2. In lieu of the fourth quarter performance report an annual program performance report shall be submitted at the end of each year of the agreement. An original and one copy shall be submitted to the GMO no later than 90 days following the end of each year of the agreement. Copies of this report may be required to be included with any application for continuing support of the agreement

3. An original and one copy of the final program progress report shall be submitted no later than 90 days following the expiration or termination of the agreement.

C. Non-compliance: Failure to comply with the reporting requirements contained in this agreement may be considered a material non-compliance with the terms and conditions of the award. Non-compliance may result in withholding of future payments, suspension or termination of the agreement, recovery of funds paid under the agreement, and withholding of future awards.

IX. Key Officials.

A. **Grants Management Officer (GMO)**
Charise P. Saiz,
Bureau of Land Management
New Mexico State Office
435 Montano NE
Albuquerque, NM 87107

Phone (505) 761-8725 or FAX (505) 761-8911
e:mail: csaiz@blm.gov

B. Program Officer (PO)

Jane Childress
Bureau of Land Management
Las Cruces District Office
1800 Marquess Street
Las Cruces, NM 88005-3371
Phone: (575) 525-4324 or FAX (575) 525-4412
e:mail: jchildre@blm.gov

C. Authorized Representative

Mr. Auguie Henry III
Grants & Contracts Administrator
City of Las Cruces
700 N. Main Street
Las Cruces, NM 88001-3512
Phone (575) 541-2281
e:mail auhenny@lascruces.org

D. Project Director/Principal Investigator (PD/PI):

William Ticknor,
Director of Museums
City of Las Cruces
151 N. Church St.
Las Cruces, NM 88001
Phone (575) 541-2295

X. Standard Award Terms and Conditions

A. Administrative and National Policy Requirements:

1. Office of Management and Budget (OMB) Circulars

By accepting Federal assistance, your organization agrees to abide by the applicable OMB Circulars in the expenditure of Federal funds and performance under this program. <http://www.whitehouse.gov/omb/circulars/>

2 CFR Part 220 (OMB Circular A-21) - Cost Principles for Educational Institutions

2 CFR Part 225 (OMB Circular A-87) - Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 230 (OMB Circular A-122) - Cost Principles for Non-Profit Organizations

2 CFR Part 215 (OMB Circular A-110) - Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations

OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

a. This agreement incorporates the Standard Award Terms and Conditions found at the following Department of the Interior website as if they were given here: <http://www.doi.gov/pam/TermsandConditions.html>. Upon request, the GMO will provide the recipient a copy.

b. Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving. This executive order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment, driving company-owned or rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government.

Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means. Awards are based on the application submitted to, and as approved by DOI and are subject to the terms and conditions incorporated either directly or by reference in the following:

- Program legislation/regulation.
- Special terms and conditions.
- Code of Federal Regulations/Regulatory Requirements, as applicable (Contact your program officer with any questions regarding the applicability of the following):

2 CFR Part 175 Trafficking Victims Protection Act of 2000

43 CFR 12(A) Administrative and Audit Requirements and Cost Principles for Assistance Programs

43 CFR 12(E) Buy American Requirements for Assistance Programs

43 CFR 12(C) Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local

43 CFR 12(F) Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, other Non-Profit and Commercial Organizations

43 CFR 43 Government-Wide Requirements for a Drug-Free Workplace

2 CFR Part 1400 Government-Wide Debarment and Suspension (Nonprocurement)

43 CFR 18 New Restrictions on Lobbying

2. Extension

A request to extend the project and/or budget period shall be requested by the recipient and submitted to the GMO at least 30 days prior to the expiration date of the project and/or budget period. The recipient shall include in the request the cause of the needed extension, a description of the remaining work to be completed, the proposed date of completion, the amount of funds remaining and a revised budget for the remaining funds. If all funds have been disbursed to the recipient, this must be indicated in the request.

A request for an extension that is received by the GMO after the expiration date will not be honored.

3. Termination

This agreement may be terminated in accordance with the provisions of 43 CFR, Subpart C, Section 12.84 for State, local and Indian tribal governments or Subpart F, Section 12.961 for institutions of higher education, hospitals, other non-profit and all other organizations.

B. Opposition to Any Legislation. In accordance with the Department of the Interior, Environment, and Related Agencies Act, 2006, Title IV, Section 402, No part of any appropriation contained in this Act shall be available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete other than to communicate to Members of Congress as described in 18 U.S.C. 1913.

C. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a subaward to and subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.

D. Retention and Access Requirements for Records. All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR Subpart C, Section 12.82 for State, local and Indian tribal governments or Subpart F, Section 12.953 for institutions of higher education, hospitals, other non-profit and all other organizations.

IG's Office Access to Records - Recipients shall provide additional access for the Inspector General's office to examine recipient's records and to interview officers/employees of recipient.

E. Increasing Seat Belt Use. Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

F. Amendments. The agreement may be amended by written agreement signed by both the recipient's Authorized Representative and the GMO. Administrative changes (i.e. GMO name change, etc.) which do not change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the GMO. Additionally, a unilateral amendment may be utilized if it should become necessary to suspend or terminate the agreement in accordance with 43 CFR, Subpart C, Section 12.83 for State, local and Indian tribal governments or Subpart F, Section 12.961 for institutions of higher education, hospitals, other non-profit and all other organizations.

All other changes shall be made by means of a bilateral amendment to the agreement. No oral statement made by any person, or written statement by any person other than the GMO, shall be allowed in any manner or degree to amend or otherwise effect the terms of the agreement.

All requests for amendment of the agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GMO. Any request for project extension shall be made at least 30 days prior to the expiration date of the agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of the BLM.

G. Budget and Program Plan Revision. The budget plan is the financial expression of the project or program as approved during the award process. Recipients are required to report deviations from budget and program plans and request prior approval for budget and program plan revisions. Recipients are not required to request prior approval for deviations among approved direct cost categories when the cumulative amount of the transfer is less than 10 percent of that cost category. However, the recipient must report any deviation to the GMO and Program Officer (PO).

H. Audit Requirements. Non-Federal entities that expend \$500,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, which is available at http://www.whitehouse.gov/omb/grants/grants_circulars.html.

Federal awards are defined as Federal financial assistance and Federal cost-reimbursement contracts that non-Federal entities receive directly from Federal awarding agencies or indirectly from pass-through entities. They do not include procurement contracts, under grants or contracts, used to buy goods or services from vendors. Non-Federal entities that expend less than \$500,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, except as noted in A-133, §_215(a), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 43 CFR 12.66 or 43 CFR 12.926, as applicable. General guidance on the single audit process is included in a pamphlet titled, "Highlights of the Single Audit Process" which is available on the internet at <http://www.dot.gov/ost/m60/grant/sincontact.html>. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.

I. Metric Conversion. All performance and final reports, other reports, or publications, produced under this agreement, shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound units (dual units) may be used if necessary during and transition period(s). However, the recipient may use non-metric measurements to the extent the recipient has supporting documentation that the use of metric measurements is impracticable or is likely to cause significant inefficiencies or loss of markets to the recipient, such as when foreign competitors are producing competing products in non-metric units.

J. Officials Not to Benefit. No member of or delegate to Congress, or resident commissioner, shall be admitted to any share of this agreement, or to any benefit arising from it. However, this clause does not apply to this agreement to the extent that this agreement is made with a corporation's general benefit.

K. Reimbursable Costs and Limitations. The recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the agreement. The only costs which are authorized for a period of up to 90 days following the award expiration date are those strictly associated with closeout activities for preparation of the final report.

The BLM's financial participation is limited. The BLM will only fund up to its share of those amounts requested in the project proposal and as are subsequently approved and funded in the agreement. The recipient shall not be obligated to continue performance under the agreement or to incur costs in excess of the costs set forth in the proposal and subsequent agreement. However, if the recipient chooses to expend funds in excess of the approved project budget, the recipient will be responsible to fund the excess without funding participation by the Bureau.

L. Inspection. The BLM has the right to inspect and evaluate the work performed or being performed under this agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If BLM performs inspection or evaluation on the premises of the recipient or a sub-recipient, the recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

M. Copyrights.

1. For recipients subject to the administrative standards set forth in OMB Circular A-110, the following copyright provision, as implemented by 43 CFR 12.936(a), shall apply:

“The recipient may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. The Federal awarding agency(ies) reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.”

2. For recipients subject to the administrative standards set forth in OMB Circular A-102 and the Grants Management Common Rule, the following copyright provision, as implemented by 43 CFR 12.74, shall apply:

“The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

(a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and

(b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.”

N. Rights to Data. For recipients subject to the administrative standards set forth in OMB Circular A-110, the following provision, as implemented by 43 CFR 12.936(c), shall apply:

“The Federal Government has the right to:

(1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.”

O. Procurement Procedures

It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the

solicitation and utilization of small business, minority-owned firms and women's business enterprises.

P. Central Contractor Registration (CCR).

Prior to award the Recipient shall register and maintain their own information with Dun & Bradstreet and the Central Contractor Registration System.

Obtain a valid Dun & Bradstreet Number (D&B) from Dun & Bradstreet @ <http://www.dnb.com>/or by calling them at 800-333-0505.

Register on the Central Contractor Registration System (CCR) @ <http://www.ccr.gov>

XI. Special Terms and Conditions.

A. Order of Precedence. Any inconsistency in this agreement shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) 43 CFR Part 12; (c) requirements of the applicable OMB Circulars and Treasury regulations; (d) special terms and conditions; and (e) all agreement sections, documents, exhibits, and attachments; (f) and the recipient's project proposal.

B. Monitoring. The BLM may make site visits as warranted by program needs. In addition, the BLM has the right of timely and unrestricted access to any books, documents, papers, or other records of the Recipient's that are pertinent to the award, in order to make audits, examinations, excerpts, transcripts and copies of such document. This right also includes timely and reasonable access to Recipient personnel for the purpose of interview and discussion related to such documents.

END OF AGREEMENT

CITY OF LAS CRUCES
ADOPTED BUDGET FY 2012/2013

FUND	DIVISION		FUND TYPE	
Facility Federal Grants Fund 4011	Various		Capital Project	
	FY 2011/12 Prelim Actual*	FY 2012/13 Adopted	FY 2012/13 Adjustment	FY 2012/13 Adjusted
RESOURCES				
Beginning Balance	\$ 0	0	0	0
REVENUES				
551012 HUD EID Museum of Nature and Science	\$ 203,598	1,061,472		1,061,472
551031 BLM - Trackways Exhibits Grant	200,000	18,759	50,000	68,759
Total Revenues	\$ 403,598	1,080,231	50,000	1,130,231
Total Resources	\$ 403,598	1,080,231	50,000	1,130,231
EXPENDITURES				
852100-63405 Museum of Nature and Science	\$ 203,598	1,061,472		1,061,472
722190-63407 MONAS Trackways Exhibits	200,000	18,759		18,759
722190-63408 NM-CCS MONAS Trackways Exhibits&Tours	0	0	50,000	50,000
Total Expenditures	\$ 403,598	1,080,231	50,000	1,130,231
ENDING BALANCE	\$ 0	0	0	0

*Preliminary Actual as of November 2, 2012.