



City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 4 Ordinance/Resolution# 14-029

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of August 19, 2013
(Adoption Date)

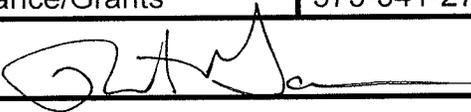
Please check box that applies to this item:

QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION ACCEPTING A GRANT FROM THE NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS, NEW MEXICO ARTS PROGRAM IN THE AMOUNT OF \$6,456.00 WITH A \$1,614.00 REQUIRED CASH MATCH FOR EXPENSES RELATED TO THE "FROM THE GROUND UP XXVI" EXHIBIT HOSTED BY THE CITY'S MUSEUM OF ART AND TO ADJUST THE CITY'S ADOPTED FY 2014 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 City of Las Cruces submitted an application for grant funding from the New Mexico Department of Cultural Affairs, New Mexico Arts division to help with programming expenses related to the exhibit "From the Ground Up XXVI" running at the Museum of Art from September 6, 2013 until November 9, 2013. This juried exhibition features artwork from over fifty regionally, nationally, and internationally known ceramic artists with a specific emphasis on celebrating the rich ceramic traditions of New Mexico. This program provides an opportunity for visitors to explore ceramics as a medium of expression and to participate in hands-on workshops and activities.

There is a \$1,614.00 cash match requirement for this grant. It will be met through funds already set aside in the Museum of Art's FY 2014 budget as outlined in the fund expenditure summary.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Notice of Award.
3. Exhibit "B", Budget Adjustment.

(Continue on additional sheets as required)

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input type="checkbox"/>	See fund summary below
	No	<input 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.
Does this action create any revenue?	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: <u>2760 State Operating Grant Fund</u> in the amount of <u>\$6,456.00</u> for FY <u>2014</u> .
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

Grant funds will be deposited into Fund #2760 (State Operating Grant) for expenses related to the Museum of Art's "From the Ground Up XXVI" exhibit. The \$1,614.00 cash match will be met using postage and purchase services expenditures and will come out of the Museum of Art's general fund budget. This grant operates on a reimbursement basis.

(Continue on additional sheets as required)

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
State Operating Grant	27205150-730110-22016	\$2,000.00	\$2,000.00*	\$0.00	N/A
State Operating Grant	27205150-722190-22016	\$2,000.00	\$2,000.00*	\$0.00	N/A
State Operating Grant	27205150-722103-22016	\$1,000.00	\$1,000.00*	\$0.00	N/A
State Operating Grant	27205150-722104-22016	\$1,456.00	\$1,456.00*	\$0.00	N/A
General Fund (match)	10205130-722103-22016	\$1,000.00	\$1,000.00*	\$0.00	N/A
General Fund (match)	10205130-722190-22016	\$614.00	\$614.00*	\$0.00	N/A

*pending adjustment

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will accept a grant for \$6,456.00 with a \$1,614.00 cash match requirement from the New Mexico Department of Cultural Affairs, New Mexico Arts Program and adjust the City's FY 2014 budget.
2. Vote "No"; this will not allow the City to accept the grant funds or adjust the budget which could jeopardize the programming events for the exhibit.
3. Vote to "Amend"; this will require direction from Council to staff on how to proceed and could delay the process for programming services funded by the grant.
4. Vote to "Table"; this will require direction from Council to staff on how to proceed and could jeopardize the City's standing with the granting agency.

REFERENCE INFORMATION:

N/A

(Continue on additional sheets as required)

RESOLUTION NO. 14-029

A RESOLUTION ACCEPTING A GRANT FROM THE NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS, NEW MEXICO ARTS PROGRAM IN THE AMOUNT OF \$6,456.00 WITH A \$1,614.00 REQUIRED CASH MATCH FOR EXPENSES RELATED TO THE "FROM THE GROUND UP XXVI" EXHIBIT HOSTED BY THE CITY'S MUSEUM OF ART AND TO ADJUST THE CITY'S ADOPTED FY 2014 BUDGET.

The City Council is informed that:

WHEREAS, the City of Las Cruces submitted a grant application to the New Mexico Department of Cultural Affairs, New Mexico Arts Program for expenses related to the exhibit "From the Ground Up XXVI"; and

WHEREAS, the City was awarded a grant in the amount of \$6,456.00 with a \$1,614.00 cash match requirement as reflected in Exhibit "A"; and

WHEREAS, the City's adopted FY 2014 budget must be adjusted to accept the additional programming funds as reflected in Exhibit "B".

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

(I)

THAT the City of Las Cruces is authorized to accept a \$6,456.00 grant from the Community Foundation of Southern New Mexico, with a \$1,614.00 cash match requirement, for expenses related to the "From the Ground Up XXVI" exhibit hosted by the Museum of Art, as shown in Exhibit "A" attached hereto and made part of this Resolution.

(II)

THAT the City's adopted FY 2014 budget is adjusted, as shown in Exhibit "B" attached hereto 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 _____, 2013.

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

ARTS SERVICES CONTRACT

New Mexico Arts, a Division of the Department of Cultural Affairs

THIS AGREEMENT is made and entered into by and between the state of New Mexico, Department of Cultural Affairs, New Mexico Arts division, hereinafter referred to as the "Agency," and **City of Las Cruces dba Museum of Art**, hereinafter known as the "Contractor."

I. State Funds. Contractor hereby accepts the terms of this arts services contract (hereinafter known as the "Contract") for the amount of **\$6,456.00** from Agency (the "State Funds"). The State Funds shall fund the programs and services listed on the "Schedule of Programs and Services" that is incorporated herein, to further the purposes of the Agency as set forth in NMSA 1978, §§ 18-5-1 to -7 (1965, as amended through 2004).

II. Term. Contract period shall extend **from the date of Contract approval by Agency to May 31, 2014.**

III. Contractor Role and Responsibilities. Contractor understands and agrees that acceptance of this arts services contract creates a legal duty on the part of the Contractor to use the State Funds in accordance with the terms of the Contract and to comply with all its provisions and conditions.

A. Matching Funds.

Contractor shall provide matching funds in the amount of at least **\$3,228.00**, of which at least **\$1,614.00** must be in cash. Contractor is not permitted to use funds paid directly from the National Endowment for the Arts or other federal agencies to Contractor as a cash match.

B. Art Services.

Contractor shall complete, according to the terms of this Contract, the programs and services in the attached Schedule of Programs and Services.

C. Thank You Letters to Governor and New Mexico Legislators.

Contractor should: 1) send a thank you letter, no later than November 10, 2013, to the Governor and the Contractor's local state senator(s) and representative(s); and 2) send a copy of each letter to Agency for placement in Contractor's file.

D. Subcontracting. Contractor may subcontract with performers, administrators, technical support, and other individuals and/or organizations needed to implement the Schedule of Programs and Services. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

E. New Mexico Arts Acknowledgment.

Contractor shall include the New Mexico Arts logo and the National Endowment for the Arts logo (if applicable) in all visual publicity. "Visual publicity" includes all printed and electronic programs, posters, playbills, announcements, and releases to the news media, etc. In addition, Contractor should use the following acknowledgment of support, word for word, in any visual publicity as space allows:

"This project is made possible in part by New Mexico Arts, a division of the Department of Cultural Affairs, and the National Endowment for the Arts."

For oral publicity, such as radio or announcements at events, Contractor should use the following statement, word for word. "Oral publicity" shall include radio spots, announcements at events, etc.

"This project is made possible in part by New Mexico Arts, a division of the Department of Cultural Affairs, and the National Endowment for the Arts."

If Contractor makes a good faith effort to include the credit lines as stipulated above in all visual and oral publicity, and the entity with whom Contractor placed an advertisement fails to include the credit lines, Agency will not consider Contractor to have violated of this Contract.

F. Limitations on the Use of State Funds.

1. Contractor shall expend the funds provided by the Contract only for purposes and activities set forth in the Contractor's budget as submitted with this Contract and subsequently approved by the Agency.
2. Contractor shall expend State Funds and/or such matching funds as are required during the Contract period, which runs from the date of approval by the Agency to **May 31, 2014**. **CONTRACTOR SHALL NOT SUBMIT ANY REQUESTS FOR REIMBURSEMENT TO AGENCY BEFORE AGENCY APPROVES THE CONTRACT.**
3. Contractor shall submit any proposed amendments to this Contract in writing. Significant changes requiring such action include:
 - a) Significant changes in the Schedule of Programs and Services or the Estimated Revised Budget;
 - b) Changes in any key individuals identified in the approved application (Project Director or Authorizing Official).
4. Contractor shall not use State Funds for the excluded items listed in the Arts Services Guidelines, which can be found at www.nmarts.org/grants and which include the following: investment or contingency funding; direct aid to individuals; projects that will take place outside of the Contract period or outside of New Mexico; projects that have the primary purpose of course credit; parties, receptions, fund raising, or other social activities; deficit reduction; negotiated indirect cost rates; permanent acquisitions (including works of art, buildings, land, or capital outlay); scholarships or fellowships; cash prizes or awards; or projects sponsored by other divisions, foundations, employees, or contractors of the Department of Cultural Affairs or members of the New Mexico Arts Commission. In addition, Contractor shall not use State Funds to fund activities that are already funded by New Mexico Arts through another organization.
5. Misapplied State Funds. Contractor shall reimburse the Agency for any misapplied State Funds. Misapplied State Funds are State Funds used for programs and services that are not specified in the Schedule of Programs and Services. Contractor shall reimburse the Agency for all misapplied State Funds within thirty (30) days of receipt of official notification letter from Agency. In addition, Agency reserves the right to seek additional relief for damages and any other remedies available at law or in equity.
6. Unexpended Funds. At the end of the Contract period, Contractor shall revert all unexpended State Funds to Agency.

G. Invoices. Contractor must complete and submit invoices on forms furnished by Agency to the Agency office, accompanied by the required reports, in order to obtain State Funds.

1. Interim Invoices. Contractor may submit Interim Invoices during the Contract period, but shall submit no more than four such Invoices for expenditures made during the interim period. Contractor shall submit a brief narrative report with each Invoice.
2. Final Cash Request. Contractor must submit a Final Invoice and a Final Report when the Contractor completes its activities under this Contract. Contractor shall include the entire Final Report in its Invoice. Contractor must request at least twenty percent (20%) of the total State Funds in its Final Invoice. **Contractor's failure to submit the Final Invoice and Final Report for receipt by the Agency by June 16, 2014, shall result in Contractor's loss of any remaining State Funds.**

Contractor's Failure to submit the Final Invoice and Final Report to Agency by June 16, 2014, may also make Contractor ineligible for funding the following year.

3. Contractor shall make ALL invoices on a reimbursement basis and shall submit invoices in accordance with applicable invoice form instructions. Agency will not pay requests made with incomplete Invoice or Final Report forms.

H. Accounting, Records, and Reports.

1. Contractor shall maintain its records and accounts consistent with generally accepted accounting principles and shall provide for such fiscal control and fund accounting procedures as are necessary to assure proper disbursing of, and accounting for, State Funds.
 - a) Contractor certifies that accounts and supporting documentation (canceled checks, receipts, vouchers, original invoices, sales slips, cash register tapes, etc.) relating to project expenditures shall be adequate to permit an accurate and expeditious audit. An audit may be made at any time by Agency, its Fiscal Agent, or any applicable agency of the United States Government.
 - b) Contractor shall maintain all records and accounts for not less than three (3) years. Agency and its agents and employees, as well as the State Auditor, shall have the right, at any and all times during regular business hours and with reasonable advance notice, to examine and inspect all of Contractor's records and accounts for the purpose of investigating and verifying the accuracy of any statement provided to Agency. Records required pursuant to this Contract shall be produced by Contractor at a state office location in Santa Fe as designated by the Agency. In addition, the Agency shall have the right to audit billings both before and after payment. Furthermore, payment under this Contract shall not foreclose the right of the Agency to recover excessive and/or illegal payments.
2. Contractor shall maintain and keep intact records to demonstrate that matching and cost sharing contributions are at least the amount indicated in the attached Estimated Revised Budget, or any revision thereof which is approved by Agency. Contractor shall also secure and maintain written proof of both the value and type of "in-kind" contributions.
3. Periodic Reports. Contractor shall submit reports of expenditures and such other financial and descriptive reports as the Agency may require on the appropriate forms.
4. Final Reports. Contractor shall submit the complete, four-page Final Report packet, with a Final Invoice, TO AGENCY NO LATER THAN **JUNE 16, 2014**. **Failure to submit the Final Report packet on time may make the Contractor ineligible for funding the following year and shall result in the loss of the balance of State Funds under this Contract.**

Contractor may submit a Final Invoice and Final Report at any time during the Contract period and after the last scheduled event to which Contractor applied State Funds are is complete.

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

I. Charitable Organizations and Solicitations Act.

Contractor represents that it has registered to the extent required by law with the State of New Mexico Attorney General's Office in compliance with the Charitable Organizations and Solicitations Act, NMSA 1978, §§ 57-22-1 to -11 (1983, as amended through 1999).

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

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

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

III. Copyright

While Contractor shall own the copyright to works resulting from activities funded under this Contract, Contractor grants the State of New Mexico and the Federal Government a non-exclusive license to use and reproduce any tangible material, including copyrighted material, of such works for government purposes, without payment.

IV. Termination

- A. Agency termination. Agency may terminate this Contract, in whole or in part, at its discretion and at any time, effective ten (10) days after Contractor's receipt of the notice. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor if Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement, or other crime due to misuse of state funds or due to Agency lack of funds described in the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE ANY OF THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES DERIVED FROM CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

- B. **Contractor Termination.** Contractor may terminate this Contract with thirty (30) days' notice to Agency.
- C. **Parties' Responsibilities upon Termination.** Contractor shall submit an invoice for completed work within thirty (30) days of receiving or sending the notice of termination. Except as otherwise allowed or provided under this Agreement, Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination. Regardless the terminating party, Contractor shall complete work promised that is scheduled before the date of termination. In other words, a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement.

V. Miscellaneous Provisions

A. Status of Contractor.

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

B. Assignment.

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

C. Release.

Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations arising from or under this Agreement.

D. Independent Contractor.

Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express advanced written authority to do so by the Agency, and then only within the strict limits of that authority.

E. Conflict of Interest.

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. Contractor certifies that the requirements of the Governmental Conduct Act, NMSA 1978, §§ 10-16-1 to -18 (1967, as amended through 2011), regarding contracting with a public officer or state employee or former state employee have been followed.

F. Penalties

The Procurement Code, NMSA 1978, §§ 13-1-28 to -199 (1984, as amended through 2013), imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

G. Liability

Each party shall be responsible for the liability incurred as a result of its acts or omission in connection with this Agreement. Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 to -30 (1976, as amended through 2010).

U. Indemnification

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connections with this Agreement. Any liability incurred in connections with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-1-1 to -27 (1976, as amended through 2009).

Contractor or any officer, agent, employee, servant, or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant, or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

H. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least twenty (20) hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2011, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

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

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

T. Employee Pay Equity Reporting

Contractor agrees that if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If Contractor has two hundred fifty (250) or more employees, Contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year or are extended beyond one (1) calendar year, Contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, to complete and submit such forms at the completion of the contract, whichever comes first. Should Contractor not meet the size requirement for reporting at contract award but subsequently grows such that it meets or exceeds the size requirement for

reporting, Contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractors not meet the size requirement for reporting at contract award, but subsequently grows such that they meet or exceed the size requirement for reporting, Contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though Contractor itself may not meet the size requirement for reporting and be required to report itself.

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

U. **Authority.**

If Contractor is not a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

The remainder of this page is intentionally left blank.

SCHEDULE OF PROGRAMS & SERVICES

*A blank copy of this form is on the New Mexico Arts website
for use if Contractor needs to propose a revised schedule during contract period.
<http://www.nmarts.org/grantee-documents-and-forms.html>*

Contractor must notify its New Mexico Arts Program Coordinator in writing at any time there is a significant change or deletion in programming dates for which Contractor plans to spend FY 14 contract funds.

Contractor shall list below or on a separate page its schedule of programming, only for those programs and services for which Contractor will be using New Mexico Arts funding during the Contract term. Contractor shall include proposed services, programs, and/or exhibitions, and all dates and locations for such services, programs, and/or exhibitions. Tentative dates should be listed as such.

Exhibition:	<i>From the Ground Up XXVI</i>
Dates:	September 6, 2013 – November 9, 2013
Location:	Las Cruces Museum of Art, Las Cruces, NM
Program:	Lecture – Jim Romberg (Exhibition Juror)
Dates:	September 7, 2013
Location:	Las Cruces Museum of Art, Las Cruces, NM
Program:	Workshop #1 – Raku (Instructor Patrick Shaffer)
Dates:	September 2013
Location:	Las Cruces Museum of Art, Las Cruces, NM
Program:	Workshop #2 – Glaze/ Surface Decoration (Instructor TBD)
Dates:	October 2013
Location:	Las Cruces Museum of Art, Las Cruces, NM
Program:	Lecture – Tradition and Contemporary Design
Dates:	November 9, 2013
Location:	Las Cruces Museum of Art, Las Cruces, NM

Revised Budget Estimate - FY14

Please round figures to the nearest dollar.

INCOME	Cash Income	NM Arts	In-Kind
A. Revenue - Earned Income			
1 Admissions			
2 Contracted Services Revenue			
3 Other Revenue	2,400		
B. Support			
1 Corporate Support			
2 Foundation Support	2,000		1,000
3 Other Private Support	1,500		3,000
4 Government Support			
Federal non-NEA			
National Endowment for the Arts			
State/Regional, not NM Arts			
Local	4,900		10,000
C. Applicant Cash			
D. Subtotal Cash Income	10,800		14,000
E. New Mexico Arts Contract Amount		6,456	
F. Total Income	10,800		

EXPENSES	Expenses do not include NMA	NMA Share	In-Kind total = INK income above
A. Personnel			
1 Administrative Salaries & Benefits			13,000
2 Artistic Salaries & Benefits			
B. Contracted Fees & Services			
1 Administrative			
2 Artistic	2,500	2,000	
C. Travel			
D. Marketing & Public Relations	300	1,456	1,000
E. Remaining Operating Expenses			
1 Rent/Mortgage (NMA cannot be mortgage)			
2 Materials/Supplies	4,500	2,000	
3 Remaining Expenses (phone, postage, etc.)	3,500	1,000	
F. Total Each Column	10,800	6,456	14,000
G. Total Cash Expenses	10,800		

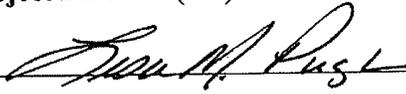
Signature Page for New Mexico Arts – Arts Services Contract

This form may be typed or handwritten, except for signatures. Signatures in blue ink are preferred.

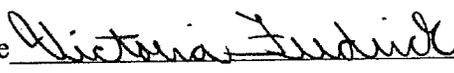
For the Contractor:

Organization Name CITY OF LAS CRUCES dba MUSEUM OF ART
 Mailing Address (include zip) PO BOX 20000, LAS CRUCES, NM 88004
 Physical Address (include zip) 700 N. MAIN STREET LAS CRUCES, NM 88004
 Organization Phone 575-541-2137 Fax: 575-541-2371
 Website Address(if any) WWW.LAS-CRUCES.ORG/MUSEUMS

Contractor Project Director (PD) Information – administrator for contract & primary contact person

PD Signature  Date 7/9/13
 Project Director Name & Title (please print) LISA M. PUGH, MUSEUM MANAGER
 PD Mailing Address (include zip) PO BOX 20000, LAS CRUCES, NM 88004
 PD Phone 575-541-2137 Fax: 575-541-2371
 PD E-mail Address LPUGH@LAS-CRUCES.ORG

Contractor Authorizing Official (AO) Information – authorized representative of governing body; must be different from project director.

AO Signature  Date 7/30/13
 AO Name & Title (please print) Victoria Fredrick, Finance Director
 AO Mailing Address (include zip) PO BOX 20000, LAS CRUCES, NM 88004
 AO Phone 575-541-2080 Fax: _____
 AO E-mail Address VFREDRICK@LAS-CRUCES.ORG

For New Mexico Arts:

 Loie Fecteau
 Executive Director, New Mexico Arts

 Therese L. Trujillo, DCA-CFO/ASD Director
 Budgetary Sufficiency

 Date

 Date

CITY OF LAS CRUCES
2013-14 Fiscal Year Budget

FUND	DIVISION		FUND TYPE	
General Fund Fund 1000	Government		General Funds	
	2012-13 Prelim Actual	2013-14 Adopted	2013-14 Adjustment	2013-14 Adjusted
RESOURCES				
Beginning Balance	\$ 20,618,146	20,226,215	0	20,226,215
Revenues				
Gross Receipts Tax	58,830,000	64,010,000		64,010,000
Property Taxes	9,267,952	9,947,385		9,947,385
Payment In Lieu of Property Tax	774,203	784,640		784,640
Franchise Fees	2,892,045	2,949,887		2,949,887
Payment In Lieu of Franchise Fees	1,158,523	1,181,694		1,181,694
Licenses, Fees & Permits	1,200,991	1,039,858		1,039,858
Fines & Forfeitures	900,430	907,660		907,660
Administrative Transfers	3,060,973	3,122,182		3,122,182
All Other Revenues	4,533,020	3,615,715		3,615,715
Operating Transfers In	631,137	853,383		853,383
Total Revenues	83,249,274	88,412,404	0	88,412,404
TOTAL RESOURCES	\$ 103,867,420	108,638,619	0	108,638,619
Expenditures				
Legislative	820,362	1,858,379		1,858,379
Judicial	1,084,478	1,618,760		1,618,760
Administration	3,061,978	2,967,370		2,967,370
Legal	1,031,466	1,439,210		1,439,210
Human Resources	950,625	1,040,296		1,040,296
Financial Services	2,683,910	3,106,789		3,106,789
Information Technology	3,707,309	3,906,411		3,906,411
Transportation	4,803,404	5,189,704		5,189,704
Parks & Recreation	8,524,785	9,628,580		9,628,580
Community Development	2,647,646	3,348,769		3,348,769
Community & Cultural Services	5,015,915	5,592,663	1,614	5,594,277
Public Works	5,033,549	5,408,980		5,408,980
Las Cruces Police Department	20,034,142	22,080,567		22,080,567
Las Cruces Fire Department	9,315,959	9,786,656		9,786,656
Legislative Reserve	1,558,575	2,969,418		2,969,418
Operating Transfers Out	13,367,102	13,268,432		13,268,432
Total Expenditures	\$ 83,641,205	93,210,984	1,614	93,212,598
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 20,226,215	15,427,635	(1,614)	15,426,021
Required Reserve:				
State Required 1/12th	6,970,100	7,766,572		7,766,572
Local CLC 1/12th	6,970,100	7,766,572		7,766,572
UN-RESERVED BALANCE	\$ 6,286,015	(105,509)	(1,614)	(107,123)

CITY OF LAS CRUCES
2013-14 Fiscal Year Budget

FUND	DIVISION		FUND TYPE	
State Operating Grants Fund 2760	Various		Special Revenue Funds	
	2012-13 Prelim. Actual	2013-14 Adopted	2013-14 Adjustment	2013-14 Adjusted
RESOURCES				
Beginning Balance	\$ 0	0		0
Revenues				
State Grants	31,788	38,389	6,456	44,845
Operating Transfers In	0	0		0
Total Revenues	<u>31,788</u>	<u>38,389</u>	<u>6,456</u>	<u>44,845</u>
TOTAL RESOURCES	\$ <u>31,788</u>	<u>38,389</u>	<u>6,456</u>	<u>44,845</u>
Expenditures				
Facilities				
30630 - Forest Re-Leafing NM EMNR 2008	0	0		0
Parks & Recreation				
30634 - Munson Community Garden	0	5,000		5,000
30635 - LC Tree Stewards Program	2,000	10,000		10,000
Community Development				
20407 - NMFA Econ Dev Feasibility Study	4,195	23,389		23,389
30150 - Community Transformation Grant	0	0		0
Community & Cultural Services				
21006 - State Grants-In-Aid FY11	0	0		0
21009 - FY12 Library State Aid	0	0		0
21011 - State Library - E Books	6,667	0		0
21012 - State Library Aid FY13	11,345	0		0
22009 - New Mexico Arts Grant FY12	0	0		0
22011 - NM Humanities Council Grant - Museum	968	0		0
22012 - NM Humanities Council Grant - BCC	0	0		0
22014 - NM Art Grants FY13	6,613	0		0
22016 - From The Ground Up XXVI	0	0	6,456	6,456
23003 - Summer Food Program 2008	0	0		0
30631 - NM Tourism Department Grant	0	0		0
Operating Transfers Out	0	0		0
Total Expenditures	\$ <u>31,788</u>	<u>38,389</u>	<u>6,456</u>	<u>44,845</u>
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 0	0	0	0