City of Las Cruces®
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Council Action and Executive Summary

Item # 6 Ordinance/Resolution# 14-031

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 AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT GRANT FUNDING FROM THE NATIONAL ENDOWMENT FOR THE HUMANITIES IN THE AMOUNT OF $750.00 FOR PROGRAMMING EXPENSES RELATED TO THE BRANIGAN CULTURAL CENTER'S "LINCOLN: THE CONSTITUTION AND THE CIVIL WAR" EXHIBIT 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 Branigan Cultural Center has received grant funding from the National Endowment for the Humanities (NEH) in the amount of $750.00 to help with programming expenses related to the exhibit "Lincoln: The Constitution and the Civil War". Using the Constitution as the cohesive thread, the exhibit offers a fresh and innovative perspective on Lincoln that focuses on his struggle to meet the political and constitutional challenges of the Civil War. Organized thematically, the exhibition explores how Lincoln used the Constitution to confront three intertwined crises of the war—the secession of Southern states, slavery, and wartime civil liberties.

"Lincoln: The Constitution and the Civil War" exhibit will begin its run at the Branigan Cultural Center in November 2013 and continue until January 2014.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Letter of Agreement.
3. Exhibit "B", Budget Adjustment.

(Continue on additional sheets as required)

SOURCE OF FUNDING:

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

BUDGET NARRATIVE

Grant funds will be deposited into Fund #2761 (Other Operating Grant) for programming expenses related to the Branigan Cultural Center's exhibit "Lincoln: The Constitution and the Civil War". The grant funds will be used to compensate scholars for scheduled educational events related to the exhibit.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Other Operating Grant	27205250-722190-22010	$750.00	$750.00*	$0.00	N/A

*pending adjustment

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will accept the grant for $750.00 from the National Endowment for the Humanities to the Branigan Cultural Center 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 for the exhibits.
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. 14-031

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT GRANT FUNDING FROM THE NATIONAL ENDOWMENT FOR THE HUMANITIES IN THE AMOUNT OF $750.00 FOR PROGRAMMING EXPENSES RELATED TO THE BRANIGAN CULTURAL CENTER'S "LINCOLN: THE CONSTITUTION AND THE CIVIL WAR" EXHIBIT 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 National Endowment for the Humanities (NEH) for programming expenses related to the exhibit "Lincoln: The Constitution and the Civil War"; and

WHEREAS, the City was awarded a grant in the amount of $750.00 with no match requirement to host programming related to the exhibit 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 $750.00 programming grant from the National Endowment for the Humanities, with no match requirement, for expenses related to the "Lincoln: The Constitution and the Civil War" exhibit hosted by the Branigan Cultural Center, 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)

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

Moved by _____

Seconded by _____

APPROVED AS TO FORM:

_____
City Attorney

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

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

Exhibit "A"

ALA American Library Association

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

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

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

Display dates

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

Programming requirements

- The host institution agrees to hold an opening event for "Lincoln: The Constitution and the Civil War" and a minimum of two free public programs (one may be combined with the opening event) featuring a qualified humanities scholar/presenter, focusing on exhibition themes.

- The host institution agrees to confirm the two required humanities program plans and program scholar qualifications with ALA no later than one month prior to the start of your exhibition display period *(please see enclosed Required Programming Form)*.

- The host agrees to charge no fees for viewing the exhibition or attending related programs. If your site will have any problems offering free admission, please describe your concerns in the notes below. Fundraising programs are allowed as long as the required programs and most other programs are free and open to the public.

  Notes, if any:

Security and Handling

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

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

  Name, e-mail, and telephone number of the exhibit set-up coordinator:
  Rebecca Slaughter, rslaughter@las-cruces.org, (575) 541-2156

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

Intellectual property rights

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

Advertising and publicity

- The host institution agrees to ensure that the National Endowment for the Humanities, the National Constitution Center, and the American Library Association are properly credited in all publicity and communications relating to the exhibit. Appropriate credit guidelines and logos are contained in the online site support notebook and on the PR CD given to each library.

- The host also agrees to submit publicity items to the ALA for review at least three days before posting or publication *(please see online site support notebook for details)*.

Damages and insurance

- The host institution agrees to indemnify and to hold harmless the National Constitution Center, the American Library Association, and the National Endowment for the Humanities from and against all damages, claims, suits or other legal proceedings arising from or attributed to negligent or improper operation or display of the exhibit by the host institution, or violation of third party rights resulting from any unauthorized creation, use, display, or modification of the exhibit or advertising or publicity materials relating to the exhibit.

- If a host institution is determined to be at fault in exhibition damage or loss, or damage or loss of banners accompanying the exhibition, the host will be responsible for paying to replace or restore parts of the exhibition. ALA encourages host sites to add a rider to their insurance policy for the exhibit display period. The value of "Lincoln: The Constitution and the Civil War" exhibit is $50,000. Please direct any questions about exhibit insurance to Sofiana Krueger at skrueger@ala.org.

Reporting

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

Shipping

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

To summarize, below are important upcoming deadlines:

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

Deb Robertson

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

Signature of host institution director

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

8/12/11
Date

APPROVED AS TO FORM:
City Attorney

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

II. Award Information

Two hundred institutions will be selected to host "Lincoln: the Constitution and the Civil War" between September 2011 and May 2015. Each host site will receive the following:

1. A $750 grant from ALA, with funding provided by NEH for expenses related to exhibition programming. (Indirect costs may not be charged to the grant.)
2. The traveling exhibition for a six-week loan period (shipping costs included).
3. A DVD version of NCC's award-winning educational game, "Abraham Lincoln's Crossroads." See http://constitutioncenter.org/lincoln/.
4. Exhibition brochures and posters.
5. A CD containing images for use in publicity and on websites.
6. Two banners that will travel to each site for display with the exhibition.
7. Online training materials for project coordinators.
8. Online site support resources, including press materials, shipping and installation instructions, and suggestions for programming. See www.ala.org/ala/aboutala/offices/ppo/programming/lincoln/lincoln-ssn.cfm.
9. Technical and programming support from the ALA Public Programs Office throughout the tour, including participation in an online discussion list for tour sites.
10. Reimbursement of costs incurred to repair reasonable damages to the exhibition. Sites may be held responsible for extensive damages or loss of the exhibition when it is under their control. Some previous exhibition sites have put a rider on their insurance for the exhibition display period, although doing so is not required.

EXHIBIT "B"

CITY OF LAS CRUCES
2013-14 Fiscal Year Budget

FUND	DIVISION	FUND TYPE
Other Operating Grants Fund 2761	Various	Special Revenue Funds

	2012-13 Prelim. Actual	2013-14 Adopted	2013-14 Adjustment	2013-14 Adjusted
RESOURCES				
Beginning Balance	$ 0	0		0
Revenues				
Federal Grants	1,500	1,000	750	1,750
Local Grants	18,936	0		0
Operating Transfers In	0	0		0
Total Revenues	20,436	1,000	750	1,750
TOTAL RESOURCES	$ 20,436	1,000	750	1,750
Expenditures				
Community Development				
25010 - Green Infra Planning & 2010 Conf	(1,773)	0		0
Community & Cultural Services				
21003 - Dona Ana County Bookmobile 2008	19,219	0		0
21008 - Early Literacy Pilot Program	0	0		0
22007 - Nanoscale Informal Science Educatio	0	0		0
22008 - Museum Of Art Smithonian	0	0		0
22010 - Lincoln Exhibit Shipping Grant BCC	0	0	750	750
22013 - Museums - Branigan Cultural Center	1,500	1,000		1,000
22015 - Target Museum Of Art FY13	1,490	0		0
23001 - Walk Dona Ana County 07	0	0		0
Las Cruces Police Department				
37021 - Target Public Safety Grant 2011	0	0		0
Las Cruces Fire Department				
33013 - 2012 DHS Training	0	0		0
33014 - 2010 DHS Training	0	0		0
Operating Transfers Out	0	0		0
Total Expenditures	$ 20,436	1,000	750	1,750
Accrual Adjustments	0	0	0	0
ENDING BALANCE	$ 0	0	0	0