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City of Las Cruces[®]
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Council Action and Executive Summary

Item # 2 Ordinance/Resolution# 10-024 Council District:

For Meeting of July 20, 2009
 (Adoption Date)

TITLE:

A RESOLUTION TO ACCEPT A GRANT AWARD FROM NEW MEXICO ARTS, A DIVISION OF THE DEPARTMENT OF CULTURAL AFFAIRS IN THE AMOUNT OF \$5,812 TO SUPPORT LECTURE AND MUSICAL PERFORMANCE PROGRAMS AND ADJUST THE CITY FY 2009/2010 BUDGET.

PURPOSE(S) OF ACTION: Acceptance of these funds will allow the Museum of Art to obtain the Worhal Exhibition – Iconic Images of the 20th Century.

| | | | | | |
|---|-------------------------------------|----------------------------------|------------------------|---------------------------------|----------------|
| Name of Drafter: Auguie Henry III | | Department: OMB/Grants | | Phone: (575) 541-2281 | |
| Department | Signature | Phone | Department | Signature | Phone |
| Public Services | <i>[Signature]</i> D. W. TICKNER | (575) 528-3477 | Budget | <i>[Signature]</i> | (575) 541-2300 |
| | | | Assistant City Manager | <i>[Signature]</i> | (575) 541-2271 |
| Legal | <i>[Signature]</i> | (575) 541-2128 | City Manager | <i>[Signature]</i> | (575) 541-2076 |

ACTING FOR LOU GRUMET

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The award of \$5,812 requires a match of \$2,906 with \$1453 of the match in cash. These matching funds are available through the 2010 Museum of Art budget as previously approved by Council.

SUPPORT INFORMATION:

| Fund Name / Account | Fund Number | Amount of Expenditure | Budget Amount |
|-------------------------|-------------|-----------------------|---------------|
| State Operating Grant / | 2760 | \$ 5,812.00 | \$ 5,812.00 |

1. Resolution/Ordinance.
2. Exhibit "A" New Mexico Arts Award Letter
3. Exhibit "B" Arts Services Contract
4. Exhibit "C" Budget Adjustment

OPTIONS / ALTERNATIVES:

1. Accept the funding and provide the Museum of Art the ability to obtain the exhibit.
2. Reject the funding and the exhibit will be canceled.

(Continue on additional sheets as required)

RESOLUTION NO. 10-024

A RESOLUTION TO ACCEPT A GRANT AWARD FROM NEW MEXICO ARTS, A DIVISION OF THE DEPARTMENT OF CULTURAL AFFAIRS IN THE AMOUNT OF \$5,812 TO SUPPORT LECTURE AND MUSICAL PERFORMANCE PROGRAMS AND ADJUST THE CITY FY 2009/2010 BUDGET.

The City Council is informed that:

WHEREAS, the City of Las Cruces was awarded a grant from the New Mexico Department of Cultural Affairs, Division of New Mexico Arts; and

WHEREAS, the grant funds will be utilized to continue the Museum of Art's planned exhibition of the Worhal Exhibition-Iconic Images of the 20th Century; and

WHEREAS, the grant funds require a match of \$2,906 with \$1,453 in cash, previously approved in the 2010 Museum of Art budget; and

WHEREAS, the City FY 2009/2010 budget will be adjusted to reflect the award amount and liability; and

WHEREAS, the contract with the City of Las Cruces and the State of New Mexico Department of Cultural Affairs will terminate on June 30, 2010.

NOW, THEREFORE, be it resolved by the governing body of the City of Las Cruces, New Mexico:

(I)

THAT, the City of Las Cruces accepts the award from New Mexico Arts, a Division of the Department of Cultural Affairs.

(II)

THAT, the City of Las Cruces hereby authorizes the adjustment to the City's FY 2009/2010 Budget for the grant award amount of \$5,8120,000 and liability requirement of \$2,906.

(III)

THAT, City staff and officials are authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED THIS 20th DAY OF July, 2009.

Mayor

ATTEST:

City Clerk

(SEAL)

Moved by: _____

Seconded by: _____

Approved as to Form:



City Attorney

VOTE:

Mayor Miyagishima: _____
Councillor Silva: _____
Councillor Connor: _____
Councillor Archuleta: _____
Councillor Small: _____
Councillor Jones: _____
Councillor Thomas: _____

July 1, 2009

Lisa Pugh
City of Las Cruces dba Museum of Art
PO Box 20000
Las Cruces NM 88004

RE: New Mexico Arts Contract 10-066

Dear Lisa Pugh:

Your FY10 Arts Services Contract has been issued by New Mexico Arts. We are pleased to be able to fund your organization. Please sign both copies of the contract, complete the W-9 Form and return them to New Mexico Arts. After we receive your signed contract packet, we will sign the contract, and then request the purchase order. When we receive word that your purchase order is approved, we will send you one copy of a fully executed contract (i.e. one with all signatures).

We would like to receive your signed contract by July 10th. If we receive your contract by July 10th, your effective date (the date you may begin to make expenditures that can be reimbursed according to your contract) will probably be late July. The later we receive your contract, the later your effective date will be. Please note that your effective date will be the date New Mexico Arts signs the contract. This is a change from the process we used in previous years. The effective date is the date after which you may begin accumulating expenses for reimbursement with this contract. If your contract will be delayed returning to New Mexico Arts beyond mid-July, you must notify us.

Please call 505-827-6490 or 800-879-4278 if you have any questions or need assistance. New Mexico Arts staff will be happy to assist you.

Best regards,


Ann Weisman, Operations Director

ARTS SERVICES CONTRACT
New Mexico Arts
a Division of the Department of Cultural Affairs

The applicant, **City of Las Cruces dba Museum of Art** (hereinafter known as the "Contractor"), hereby signifies the acceptance of this arts services contract (hereinafter known as the "Contract") in the amount of **\$5812** from New Mexico Arts. Contractor agrees to provide matching funds in the amount of at least **\$2906**, of which at least **\$1453** must be in cash. Funds paid directly from the National Endowment for the Arts to Contractor CANNOT be used as a cash match. Contract period shall extend **from the date of approval by New Mexico Arts Division to June 30, 2010.**

CONTRACTOR UNDERSTANDS AND AGREES THAT ACCEPTANCE OF THIS ARTS SERVICES CONTRACT CREATES A LEGAL DUTY ON THE PART OF THE CONTRACTOR TO USE FUNDS IN ACCORDANCE WITH THE TERMS OF THE CONTRACT AND TO COMPLY WITH ALL PROVISIONS AND CONDITIONS.

Contractor agrees to administer the Contract in compliance with the following provisions:

- A. This Contract provides consideration to New Mexico Arts in return for funding by completing, according to the terms of this Contract, the programs and services proposed in the Contractor's original application, on file in the New Mexico Arts office. Furthermore, it has been determined that the programs and services to be provided by Contractor, listed on the Schedule of Programs and Services and incorporated herein, further the purposes of New Mexico Arts as set forth in §§18-5-1 to 18-5-7 NMSA 1978.
- B. **Required Thank You Letters to Governor and New Mexico Legislators**
Contractor should: 1) send a thank you letter, no later than November 10, 2009, to the Governor and the Contractor's local state senator(s) and representative(s); and 2) send a copy of each letter to New Mexico Arts for placement in Contractor's file.
- C. Contractor is given permission to subcontract with performers, administrators, technical support, and other individuals and/or organizations needed to implement the programs and services indicated on the Schedule of Programs and Services. Any deviation from the attached schedule of programs and services shall be governed by Paragraph N of this Contract.
- D. **Required Acknowledgment of New Mexico Arts**
All visual publicity is required to include the logos of New Mexico Arts and the National Endowment for the Arts. "Visual publicity" shall include all printed and electronic programs, posters, playbills, announcements, and releases to the news media, etc. In addition, Contractor is strongly encouraged to use the following acknowledgment of support, word for word, in any visual publicity:

"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, the following statement must be used, 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, which believes that a great nation deserves great art."

If your organization makes a good faith effort to include the credit lines stipulated in our contracts, and the entity with whom you are placing the advertisement fails to include our credit lines, your organization will not be in violation of our contract.

E. Limitations on the Use of Contract Funds

1. The Contractor shall expend the funds provided by the Contract only for purposes and activities set forth in the Contractor's budget as originally submitted in the Contractor's *General Application FY2010*, on file with New Mexico Arts, or as submitted with this Contract and subsequently approved by New Mexico Arts.
2. The Contractor shall expend Contract funds, and/or such matching funds as are required, during the Contract period, which runs from the date of approval by New Mexico Arts Division to June 30, 2010. CONTRACTOR SHALL NOT SUBMIT ANY REQUESTS FOR REIMBURSEMENT OF THESE CONTRACT FUNDS BEFORE THE APPROVAL OF THE CONTRACT BY THE NEW MEXICO ARTS DIVISION.
3. The Contractor shall submit any proposed amendments in writing by the Contractor's authorizing official for approval by New Mexico Arts. Significant changes requiring such action include:
 - a) Significant changes in scope and purpose of as shown 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).

PLEASE NOTE: In the case of a Fiscal Agent, any proposed amendments shall be signed by the Fiscal Agent, as the Fiscal Agent is the legal contractor.

4. Funds from this Contract shall not be used for the following: to fund investment or contingency funding; direct aid to individuals; projects outside of the Contract period or outside of New Mexico; projects in which course credit is the primary purpose of the project; cost of 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 requests that fund other divisions, foundations, employees, or contractors of the Department of Cultural Affairs or members of the New Mexico Arts Commission. The Contractor shall not use New Mexico Arts funds to pay another New Mexico Arts-funded organization for the same activity.
5. Misapplied Funds: Misapplied funds shall be repaid to New Mexico Arts. In cases where funds are determined by New Mexico Arts to have been misapplied by the Contractor, New Mexico Arts has an ownership interest in all such funds or property acquired through the use of such funds. New Mexico Arts shall consider funds given in exchange for programs and services that were not completed as specified in the Schedule of Programs and Services to be misapplied funds that shall be repaid to New Mexico Arts within 30 days of official notification.
6. Unexpended Funds: Funds remaining unexpended at the end of the Contract

period shall revert to New Mexico Arts.³¹

F. Cash Requests

1. The Contractor may submit Interim Cash Requests during the Contract period. A Final Cash Request and four-page Final Report must be submitted when the Contract activities have been completed. A brief narrative report shall accompany each Interim Cash Request; the four-page Final Report shall accompany the Final Cash Request. Cash request forms, furnished by New Mexico Arts, shall be completed, signed, and submitted to the New Mexico Arts office, accompanied by the required reports, in order to obtain funds.
2. ALL cash requests shall be made on a reimbursement basis only and shall be submitted in accordance with applicable cash request form instructions.

The Final Cash Request shall consist of a minimum of twenty percent (20%) of the total Contract funds. This 20% balance shall be payable upon receipt of the Final Report with the Final Cash Request, and then only on the basis of reimbursement of expenses. **Failure to submit the Final Cash Request and Final Report for receipt by New Mexico Arts by July 6, 2010, shall deem the Contractor ineligible to apply for funding the following year and shall result in the loss of the balance of the Contract funding.**

3. In the case of a Fiscal Agent, all checks from New Mexico Arts shall be made payable to and mailed to the Fiscal Agent for this Contract.

G. Accounting, Records, and Reports

1. The Contractor shall maintain 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, Contract funds.
 - a) The 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 New Mexico Arts, its Fiscal Agent, or any applicable agency of the United States Government.
 - b) The Contractor shall maintain all records and accounts for not less than three (3) years. New Mexico Arts and its agents and employees, as well as the State Auditor, shall have the right, at any and all times during regular business hours, to examine and inspect all of these records and accounts of the Contractor for the purpose of investigating and verifying the accuracy of any statement provided to New Mexico Arts. In addition, New Mexico Arts shall have the right to audit billings both before and after payment. Furthermore, payment under this Contract shall not foreclose the right of New Mexico Arts to recover excessive and/or illegal payments.

2. The Contractor shall maintain and keep intact records to demonstrate that matching and cost sharing contributions are not less than the amount indicated above, or any revision thereof which is approved by New Mexico Arts. The Contractor shall secure and maintain written proof of both the value and type of "in-kind" contributions.
3. Periodic Reports: The Contractor shall submit reports of expenditures and such other financial and descriptive reports as New Mexico Arts may require on the appropriate forms.
4. Final Reports: The Contractor shall submit the complete four-page Final Report packet, with accompanying Final Cash Request, FOR RECEIPT AT NEW MEXICO ARTS NO LATER THAN JULY 6, 2010, on forms furnished by New Mexico Arts. **Failure to submit the Final Report packet on time shall deem the Contractor ineligible to apply for funding the following year and shall result in the loss of the balance of the Contract.**

A Final Cash Request and Final Report may be submitted at any time during the Contract period after the last scheduled event to which New Mexico Arts funding is applied has been completed.

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. The governing body must forward the independent audit to New Mexico Arts within thirty (30) days of completion.

H. Copyright

1. The State of New Mexico and the Federal Government reserve a non-exclusive license to use and reproduce for government purposes, without payment, any tangible material, including copyrighted matter, resulting from the Contract activities.

I. The Termination of Contracts

1. New Mexico Arts may terminate this Contract, in whole or in part, at its discretion and at any time, on ten (10) days written notice, after consultation with the Contractor. Such termination shall not affect any commitment which, in the judgment of New Mexico Arts, had become final prior to the effective date of termination.
2. The Contractor shall furnish New Mexico Arts with an itemized accounting of funds expended, obligated, and remaining under the Contract within thirty (30) days of the date of termination. The Contractor shall remit, within thirty (30) days of the receipt of a written request, any amount found due.

J. Charitable Organizations and Solicitations Act

1. The Contractor acknowledges registration with the State of New Mexico Attorney General's Office in compliance with the Charitable Organizations and Solicitations Act (57-22-1 to 57-22-11 NMSA 1978).

K. Assurances as to 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 promises to keep the records and permit the inspections provided by 29 CFR 505.5(b). This promise may be enforced by the Secretary of Labor through any appropriate action at law or in equity in any court of competent jurisdiction.

L. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for New Mexico Arts and are not employees of the State of New Mexico. The 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, the 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.

M. Assignment

The 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 New Mexico Arts.

N. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of New Mexico Arts.

O. Release

The 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 whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

P. Conflict of Interest

The Contractor represents 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. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

Q. Penalties

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

R. 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 §41-1-1, et seq. NMSA 1978, as amended.

Information below may be typed or handwritten, except for signatures.
Signatures in BLUE ink are preferred.

Authorizing Official Signature
(authorized representative of governing body)


Project Director Signature
(administrator for this contract and contact person)

Authorizing Official Name (please print)

LISA M. PUGH
Project Director Name (please print)

Authorizing Official Title (please print)

MUSEUM MANAGER
Project Director Title (please print)

Organization Name

MUSEUMS.LAS-CRUCES.ORG
Website Address(if any)

Address (include zip)

PO BOX 20000
LAS CRUCES, NM 88004
Address (include zip)

Phone Number

575-541-2159
Phone Number

Fax Number

575-541-2371
Fax Number

E-mail Address

LPUGH@LAS-CRUCES.ORG
E-mail Address

Date

7/7/09
Date

Loie Fecteau
Executive Director
New Mexico Arts Division

Ann Weisman, Operations Director
Budgetary Sufficiency
New Mexico Arts Division

Date

Date

*Signature page for New Mexico Arts Contract
Arts Services Contract*

*This Form must be submitted with the signed Arts Services Contract.
Keep a blank copy of this form in your files for use if needed to revise budget during contract period.*

**Organization Name: City of Las Cruces
dba Museum of Art**

Contract ID and Number: CUGE-10-066

| INCOME: | <u>Cash</u> | <u>NMArts Share</u> | <u>In-Kind (donated)</u> |
|---|-----------------|---------------------|--------------------------|
| 1. Earned Income | | N/A | N/A |
| 2. Business/Corporate Support | | N/A | |
| 3. Foundation Support | | N/A | 1,500 |
| 4. Private Support (<i>Individual Contributions</i>) | | N/A | 3,000 |
| 5. Government Support (<i>exclude NM Arts, WESTAF, & direct NEA support</i>) | 1,453 | N/A | |
| 6. National Endowment for the Arts (NEA) Direct Support | | N/A | N/A |
| 7. WESTAF Support | | N/A | N/A |
| 8. Applicant Cash | 1,453 | N/A | N/A |
| Subtotal Income for each column | \$ <u>2,906</u> | N/A | \$ <u>4,500</u> |
| 9. NM Arts Funding for Fiscal Year 2010 | N/A | \$ 5,812 | N/A |
| TOTAL INCOME: (<i>CASH COLUMN +NM Arts Funding only</i>) | \$8,718 | N/A | |

| EXPENSES: | <u>Cash</u> | <u>NMArts Share</u> | <u>In-Kind (donated)</u> |
|---|-----------------|---------------------|--------------------------|
| 1. Administrative Salaries & Benefits | 1,453 | | |
| 2. Artistic Salaries & Benefits | | | |
| 3. Administrative Contracted Fees & Services | | | |
| 4. Artistic Contracted Fees & Services | | 3,500 | |
| 5. Travel | | | |
| 6. Marketing/Public Relations | 500 | 1,500 | |
| 7. Rent/Mortgage | | | |
| 8. Materials/Supplies | 953 | 812 | |
| 9. Remaining Expenses (<i>telephone, postage, insurance, etc</i>) | | | |
| Subtotal Expenses for each Column: | \$ 2,906 | \$ 5,812 | \$ 4,500 |
| TOTAL EXPENSES (<i>CASH COLUMN +NM Arts Funding only</i>) | \$ 8,718 | | N/A |

THIS SCHEDULE MUST BE SUBMITTED WITH THE ARTS SERVICES CONTRACT!
Keep a blank copy of this form in your files for use as needed to revise schedule during the contract period.

SCHEDULE OF PROGRAMS & SERVICES

Project Title:

Exhibition: *Warhol: Iconic Images of the 20th Century*

Dates: 2/5/2010 thru 4/3/2010

Las Cruces Museum of Art

Musical performance – Friends of Chamber Music and Guests

2/5/2010

Las Cruces Museum of Art

Lecture: Warhol as Inspiration and Cultural Icon

2/2010 (date and speaker to be determined)

Rio Grande Theatre, Las Cruces, NM

Invitational Poetry Reading

2/20/2010

Las Cruces Museum of Art

Lecture: James Warhola (author)

3/2010 (date to be determined)

Rio Grande Theatre, Las Cruces, NM

Film Screenings – Warhol Film Productions

3/2010 (date to be determined)

Rio Grande Theatre, Las Cruces, NM

Musical Performance – Friends of Chamber Music and Guests

4/3/10

Las Cruces Museum of Art

Authorizing Official Name: _____

(Please print or type)

Authorizing Official Signature: _____

Phone Number: _____

Date Signed: _____

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**NEW MEXICO ARTS
ASSURANCE OF COMPLIANCE FORM**

Assurance Explanation

As a condition of receiving a contract, New Mexico Arts requires all contractors to submit this Assurance of Compliance Form, whether or not a comparable form has been filed with another agency. When a contractor's officer signs this form, the contractor is making a commitment to comply with the laws described below.

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving federal financial assistance. Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 provide for nondiscrimination in federally assisted programs on the basis of disability. The Age Discrimination Act of 1975 provides for nondiscrimination in federally assisted programs or activities on the basis of age. Subject to certain exceptions, Title IX of the Education Amendments of 1972 prohibits the exclusion of persons on the basis of sex from any education program or activity receiving federal financial assistance.

Assurance of Compliance

The undersigned contractor hereby agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (20 U.S.C.794), the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) and, where applicable, Title IX of the Education Amendments (20 U.S.C.1681 et seq.), Drug Free Workplace Act of 1988, Native American Graves and Repatriation Act, OMB Circulars A-21, A-87, A-110, A-122 and A-133, the Anti-Lobbying provisions of 18 U.S.C. Sec. 1913 and 31 U.S.C. Sec. 1352, and the Debarment and Suspension provisions of 45 CFR Part 1154, as well as all regulations issued pursuant to these statutes. Title VI, Section 504, the Americans with Disabilities Act and the Age Discrimination Act prohibit discrimination on the basis of race, color, national origin, disability, or age, in any program or activity receiving federal assistance. In addition the contractor will comply with policies set forth in New Mexico Arts guidelines.

The contractor hereby gives assurance that it will immediately take any measures necessary to comply. The signed original should be returned with other required materials to New Mexico Arts. This assurance shall obligate the Contractor for the duration of the contract with New Mexico Arts.

This assurance is given in connection with any and all contracts from New Mexico Arts after the date this form is signed. This includes payments after said date for contracts approved before such date. The Contractor recognizes and agrees that any contracts will be extended in reliance on the representations and agreements made in this assurance, and the state shall have the right to seek judicial enforcement of this assurance.

This assurance is legally binding on the Contractor, successors, transfers, and assignees, and on the Authorizing Official whose signature appears below.

Authorizing Official Signature (blue ink)

Project Director Signature (blue ink)

Authorizing Official Name (print or type)

Project Director Name (print or type)

Applicant Organization

Contract Number

Date Signed

Date Signed

**CITY OF LAS CRUCES
ADOPTED BUDGET FY 2009/2010**

| FUND | DIVISION | | FUND TYPE | |
|---|--------------------------|-----------------------|-----------------|------------------------|
| State Operating Grants Fund 2760 | Finance | | Special Revenue | |
| | FY 2008/09 Projected* | FY 2009/10 Adopted | Adjustment | FY 2009/10 Adjusted |
| RESOURCES | | | | |
| Beginning Balance | \$ 832 | 832 | | 832 |
| REVENUES | | | | |
| 552003 Jardin de los Ninos | \$ 0 | 0 | | 0 |
| 552003 Boys & Girls Club | 0 | 0 | | 0 |
| 552004-23003 NM Dept of Health (Summer Food) | 245,000 | 253,836 | | 253,836 |
| 552004-23004 NM Dept of Health (Diabetes) | 0 | 0 | | 0 |
| 552013-21002 Branigan Library State Aid | 4,062 | 0 | | 0 |
| 552019-23005 UNM Pedestrian Safety | 0 | 0 | | 0 |
| 552003-22001 NM Main Street (Facility Assessment) | 35,000 | 0 | | 0 |
| 552021-22002 NM Dept of Cultural Affairs (MoA) | 0 | 0 | | 0 |
| 552008-30630 New Mexico Forest Re-Leaf Grant | 0 | 0 | | 0 |
| 552021-22003 NM Arts | 4,257 | 0 | 5,812 | 5,812 |
| 552023-20450 NM Economic Development(Advertising) | 0 | 2,700 | | 2,700 |
| 552024-21001 NM Humanities Grant | 0 | 0 | | 0 |
| 552003-30704 NM DFA Homeless Veterans Shelter | 0 | 0 | | 0 |
| Total Revenues | \$ 288,319 | 256,536 | 5,812 | 262,348 |
| Total Resources | \$ 289,151 | 257,368 | 5,812 | 263,180 |
| EXPENDITURES | | | | |
| 27200030-30701 Jardin de los Ninos | \$ 0 | 0 | | 0 |
| 27200050-30703 Boys & Girls Club | 0 | 0 | | 0 |
| 27205080-23003 NM Dept of Health (Summer Food) | 245,000 | 253,836 | | 253,836 |
| 27205100-23004 NM Dept of Health (Diabetes) | 0 | 0 | | 0 |
| 27205060-22001 NM Main Street (Facility Assessment) | 35,000 | 0 | | 0 |
| 27205120-21002 Branigan Library State Aid | 4,062 | 0 | | 0 |
| 27205140-23005 UNM Pedestrian Safety | 0 | 0 | | 0 |
| 27205150-22002 NM Dept of Cultural Affairs (MoA) | 0 | 0 | | 0 |
| 552008-30630 New Mexico Forest Re-Leaf Grant | 0 | 0 | | 0 |
| 27205150-22003 NM Arts | 4,257 | 0 | 5,812 | 5,812 |
| 27200080-30704 NM DFA Homeless Veterans Shelter | 0 | 0 | | 0 |
| 27184020-20450 NM Economic Development(Advertising) | 0 | 2,700 | | 2,700 |
| Total Expenditures | \$ 288,319 | 256,536 | 5,812 | 262,348 |
| ENDING BALANCE | \$ 832 | 832 | 0 | 832 |

*Projected based on 8 months actual through February 28, 2009 and 4 months projected.