



City of Las Cruces®

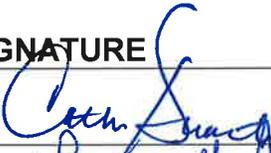
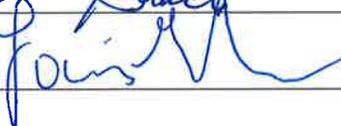
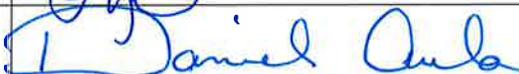
PEOPLE HELPING PEOPLE

COUNCIL WORK SESSION SUMMARY ROUTING SLIP

Meeting Date June 13, 2016

TITLE: RIO GRANDE THEATER – OPERATIONAL STRATEGY,

- Are there attachments to the Council Work Session Summary? Yes No
- Will there be a Video Presentation for this item? Yes No
- Will there be a PowerPoint Presentation for this item? Yes No
- If "yes", will a copy of the PowerPoint Presentation be included on the Council Work Session Agenda? Yes No

DEPARTMENT / ORGANIZATION	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact: Catherine Duarte		X2767	6/6/16
Department Director:		X3479	6/6/16
Other:			
Assistant City Manager/CAO (if applicable)			
Interim Assistant City Manager/COO		X 2271	6/6/16
City Manager			6/6/16



City of Las Cruces[®]

PEOPLE HELPING PEOPLE

Council Work Session Summary

Meeting Date: June 13, 2016

TITLE: RIO GRANDE THEATER – OPERATIONAL STRATEGY.

PURPOSE(S) OF DISCUSSION:

- Inform/Update
- Direction/Guidance
- Legislative Development/Policy

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The City of Las Cruces (City) owns the Rio Grande Theater located at 211 N. Main St. The building was constructed in 1926 as a movie theater. It was renovated in the early 2000's and placed on the National Historic Register in 2004. To keep the building open and usable, the City issued a Request for Proposal in 2014 to solicit interest in a management agreement for operation of the venue. It was awarded to the Dona Ana Arts Council. Since that time, other interested parties have come forward in terms of possibly operating the facility and questions have been raised about the current level of programming, etc. A resolution is set to go before City Council on June 20th for the approval of year three out of a possible five year agreement to manage the facility.

SUPPORT INFORMATION:

1. Attachment "A", Dona Ana Arts Council Management Agreement.

MANAGEMENT AGREEMENT

This Management Agreement (this “**Agreement**”) is made as of the 1st day of July, 2014 (“**Effective Date**”), by and between the City of Las Cruces, New Mexico, a home rule municipality (“**Owner**”), and Doña Ana Arts Council, a non-profit corporation (“**Manager**”).

RECITALS

1. The Owner owns a theater in the City of Las Cruces known as the Rio Grande Theater, located at 211 N. Main St. (the “**Facility**”);
2. All references to the “**Facility**” in this Agreement shall be deemed to include the entire facility complex, including but not limited to the building, meeting rooms, common areas, lobby areas, executive, artist display area, museum, and other offices, storage and utility facilities, and entrances.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1
SCOPE OF MANAGEMENT SERVICES

Section 1.1 Engagement.

(a) Owner hereby engages Manager to act as the sole and exclusive manager and operator of the Facility, subject to and as more fully described in this Agreement, and, in connection therewith, to perform the services described in Exhibit A attached hereto.

(b) Manager hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement and in the Doña Ana Arts Council's Rio Grande Theater Operations Manual, as defined herein.

Section 1.2 Contingency. Manager's obligations under this Agreement are contingent upon and subject to the Owner making available, in a timely fashion, the funds budgeted to carry out such obligations during the Term. Manager shall not be considered to be in breach or default of this Agreement, and shall have no liability to the Owner or any other party, in the event Manager does not perform any of its obligations hereunder due to failure by the Owner to timely provide such funds.

Section 1.3 Owner's Authorization of Expenditures. Notwithstanding any provisions of this Agreement to the contrary, the terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the City for the performance of this Agreement for subsequent fiscal years. If sufficient appropriations and authorizations are not made by the City Council for a subsequent fiscal year, this Agreement shall be terminated at the end of the current fiscal year. The Owner is expressly not committed to the expenditure of funds until such time they are programmed, budgeted, and encumbered, for expenditures by the Owner; provided that any sums properly committed by Manager hereunder prior to being advised that such funds may not be budgeted, encumbered or approved may nevertheless be payable by the Manager, but not by Owner. The Owner's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

ARTICLE 2
TERM; TERMINATION

Section 2.1 Term.

(a) The initial term ("**Initial Term**") of this Agreement shall begin on July 1, 2014, and shall expire on June 30, 2015.

(b) Owner may thereafter extend the Initial Term for four (4) successive one (1)-year terms subject to City Council approval, each beginning on July 1 and ending on the following June 30, provided Owner has given Manager written notice of each such extension no later than sixty (60) days in advance of the date on which such extension would take effect.

Section 2.2 Termination.

(a) This Agreement may be terminated by either party upon sixty (60) days written notice, if the other party fails to perform or comply with any terms of this agreement, and such failure is not cured during such sixty (60) day notification period.

(b) Manager shall have no right or remedy, at law or in equity, against Owner for a termination permitted by this Agreement.

(c) Upon termination or expiration of this Agreement for any reason, Manager shall (i) promptly discontinue the performance of all services hereunder, (ii) deliver or otherwise make

available to the Owner all data, electronic files, documents, procedures, reports, estimates, summaries, and other such information and materials with respect to the Facility as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in process, and (iii) reimburse to the Owner any remaining fund balance in the Facility Operating Account.

ARTICLE 3 OWNERSHIP; USE OF THE FACILITY

Section 3.1 Ownership of Facility, Data, Equipment and Materials. The Owner will at all times retain ownership of the Facility, including but not limited to real estate, technical equipment, furniture, displays, fixtures and similar property, including improvements made during the Term, at the Facility. Any data, equipment or materials furnished by the Owner to Manager or acquired by Manager as an Operating Expense and paid for by Owner, to be used at the Facility, shall remain the property of the Owner, and shall be returned to the Owner when no longer needed by Manager to perform under this Agreement. The Manager retains ownership of all items inventoried in Exhibit "C". Notwithstanding the above, Owner shall not have the right to use any third party software licensed by Manager for general use by Manager at the Facility and other facilities managed by Manager, the licensing fee for which is proportionately allocated and charged to the Facility as an Operating Expense; such software may be retained by Manager upon expiration or termination hereof provided that the Facility data contained in such software shall be provided to Owner in an electronic format that can be accessed without the proprietary licensed software.

Section 3.2 Right of Use. The Owner hereby gives Manager the right and license to use the Facility, and Manager accepts such right of use, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance and management of the Facility. The Owner shall provide Manager with a sufficient amount of suitable office space in the Facility as is reasonably necessary to enable Manager to perform its obligations under this Agreement.

Section 3.3 Observance of Agreements. The Owner agrees to pay, keep, observe and perform all payments, terms, covenants, conditions and obligations to which the Owner is bound in connection with its ownership of the Facility under the terms of this agreement.

Section 3.4 Use by the Owner. Subject to availability, the Owner shall have the right to use the Facility or any part thereof rent-free for meetings, seminars, training classes or other non-commercial uses, provided that Owner shall promptly reimburse Manager, for deposit into the Facility Operating Account, for any out-of-pocket expenses incurred by Manager (such as set-up and take-down personnel, security expenses and other expenses) in connection with such use, subject to any agreed upon elevator service offsets determined an annual basis. Such non-commercial use of the Facility by the Owner shall not compete with, nor conflict with; paying events booked by Manager, and shall be booked in advance upon reasonable notice to Manager. Upon request of the Owner, Manager shall provide to the Owner a list of available dates for Owner use of the Facility.

ARTICLE 4 PERSONNEL

Section 4.1 Generally. All Facility staff and other personnel shall be engaged or hired by Manager, and shall be employees, agents or independent contractors of Manager (or a subsidiary or affiliate thereof), and not of the Owner. Manager shall select, in its sole discretion, the number,

function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager shall use reasonable and prudent judgment in the selection and supervision of such personnel, so long as said personnel expenses are within the approved Facility Operating Budget.

Section 4.2 Operations Manager. Personnel engaged by Manager will include an individual with managerial experience to serve as a full-time on-site general manager of the Facility (the "**Operations Manager**"). The Operations Manager will have general supervisory responsibility for Manager and will be responsible for day-to-day operations of the Facility, supervision of employees, and management and coordination of all activities associated with events taking place at the Facility.

ARTICLE 5 FACILITY OPERATING BUDGET

Section 5.1 Establishment of Facility Operating Budget.

(a) The Facility Operating Budget for the 2014-15 Term is the budget approved by Owner for such time period, provided that appropriate amendments to such budget shall be made to reflect any changes as described in subsection (q) of Exhibit "A". Manager shall, no later than December 15th prior to the commencement of each subsequent Term in respect of such year, it will prepare and submit to the Owner a line item budget for the Facility (as approved by the Owner pursuant to Section 5.2, the "**Facility Operating Budget**"). Each annual Facility Operating Budget shall include a projection of gross revenues and Facility Operating Expenses, presented on a quarterly and annual basis. The Facility Operating Budget shall serve as an estimate of expected revenue and expenses for the Facility. The Owner may provide Manager with all information in its possession necessary to enable Manager to prepare the Facility Operating Budget. Owner acknowledges that each Facility Operating Budget is an estimate only, and Manager does not guarantee that the Facility will achieve the revenue or expense targets contained therein. Prior to the end of the term, at the request of either the Owner or the Manager, the parties shall engage in good faith discussions regarding a new agreement for the management and operation of the facility following the end of the Term. This requirement to discuss and negotiate terms for a new management agreement shall not obligate either party to commit to any such new agreement or to the terms of any such new agreement.

(b) The Manager's expenses in each annual Facility Operating Budget approved by Owner shall include all expenses expected to be incurred by Manager in connection with its operation of the Facility, including but not limited to, the following expenses on a line item basis, all of which shall be deemed to be "**Facility Operating Expenses**" and shall be payable by Manager pursuant to the terms set forth in Article 6 below: (i) employee payroll, benefits, bonus and other costs related to staffing the Facility, but not including relocation expenses for personnel, (ii) cost of operating supplies (including general office supplies), (iii) advertising, marketing, group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) [reserved], (viii) printing and stationary costs, (ix) postage and freight costs, (x) equipment rental costs, (xi) minor repairs, maintenance, and equipment servicing, not including expenses relating to performing capital improvements or elevator service, (xii) security expenses, (xiii) telephone and communication charges, (xiv) travel and entertainment expenses of Manager employees, (xv) cost of employee uniforms and identification, (xvi) exterminator, snow and trash removal costs, if applicable (xvii) computer, software, hardware and training costs, (xviii) parking expenses, (xix) utility expenses, (xx) office expenses, (xxi) audit, accounting and legal fees, (xxii) all bond and insurance costs,

including but not limited to personal property, liability, and worker's compensation insurance, (xxiii) commissions and all other fees payable to third parties (e.g. commissions relating to food and beverage and merchandise concessions services), if applicable, (xxiv) expenses relating to the operation by Manager of food and beverage concessions, if applicable, (xxv) Taxes (including without limitation the New Mexico gross receipts tax on Manager's receipt of its compensation hereunder), and (xxvi) costs to settle or defend claims asserted against Manager arising out of its activities hereunder where Manager is not found to be negligent or otherwise to have engaged in intentional misconduct.

Section 5.2 Approval of Facility Operating Budget. Each annual Facility Operating Budget shall be subject to the review and approval of the Owner, which approval shall not be unreasonably withheld or delayed. In order for the Owner to fully evaluate and analyze such budgets or any other request by Manager relating to income and expenses, Manager shall provide to the Owner such reasonable financial information relating to the Facility as may be requested by the Owner from time to time. If extraordinary events occur during any Term which could not reasonably be contemplated at the time the corresponding Facility Operating Budget was prepared, Manager may submit an amendment to such budget for review and approval by the Owner. If the Owner fails to approve any annual Facility Operating Budget, or any proposed amendment thereto, the Owner shall promptly provide Manager the specific reasons therefor and its suggested modifications to Manager's proposed Facility Operating Budget or amendment in order to make it acceptable.

Section 5.3 Adherence to Facility Operating Budget. Manager shall use all reasonable efforts to manage and operate the Facility in accordance with the Facility Operating Budget. Without the prior written consent of the Owner, Manager shall not exceed, commit or contract to expend any sums in excess of the aggregate amounts allowed in the Facility Operating Budget as approved by Owner, except if (i) such additional expenditure is necessary to perform Emergency Repairs, in which event Manager shall notify Owner of the need for such repairs, (ii) expenses for services provided to the Facility by unaffiliated third parties, the cost of which is not within the reasonable control of Manager, such as the costs of utilities and insurance; and (iii) for increased costs resulting from events scheduled pursuant to Section 3.3. Manager shall report in writing to Owner, as promptly as practicable after becoming aware of such, any significant change or variance in the bottom line number in the Facility Operating Budget, and any material increase in the total costs, as opposed to any particular line item cost, from that provided for in the Facility Operating Budget, unless such change, variance or increase is a result of, or offset by, a corresponding increase in Revenue. In the event Manager desires to hold one or more events at the Facility which would require expenditures in excess of those available in the approved Facility Operating Budget, Manager shall notify Owner in writing so Owner may obtain and provide approval for such expenditure.

ARTICLE 6 FUNDING

Section 6.1 Facility Operating Appropriation. Manager shall pay all items of expense related to the operation, maintenance, supervision and management of the Facility from funds in the Facility Operating Account, which Manager may access periodically for this purpose. The Facility Operating Account shall be funded with amounts generated by the operation of the Facility (as described below), or otherwise made available by the Owner. The Owner shall provide an initial deposit into the Facility Operating Account, on or about July 1st of the Term, to establish a minimum balance not to exceed \$16,000. At the end of each month, the Manager shall provide an invoice in the amount of \$7,000 for the previous month. The invoice shall be provided to the Owner by the fifth (5th) business day of the following month, with reimbursement provided by the Owner to the Manager by

the 15th of the month in which reimbursement was requested. At the end of the contract term or as requested by the Owner with reasonable notice to the Manager, the Manager shall reimburse any remaining fund balance in the Facility Operating Account. If at any time additional funds are required by Manager to pay Facility Operating Expenses, Manager may request such funds. The Owner is under no obligation to fulfill such request.

Section 6.2 Total Management Agreement Funding. The total amount of funding by Owner for this Management Agreement during Term 2014-2015 shall not exceed \$100,000.

Section 6.3 Advancement of Funds. Under no circumstances shall the Manager be required to pay for or advance any of its own funds to pay for any Facility Operating Expenses. In the event that, notwithstanding the foregoing, the Manager chooses to advance its own funds to pay Facility Operating Expenses, the Manager shall submit a written request to the Owner for additional reimbursement. The Owner is under no obligation to fulfill such a request.

Section 6.4 Commercial Rights Commissions. The Manager shall have no rights to receive any Commercial Rights Commissions for or in the Facility, unless agreed to in writing by the Owner.

ARTICLE 7 PROCEDURE FOR HANDLING INCOME

Section 7.1 Facility Revenue Account. Manager shall deposit as soon as practicable following receipt, into a Facility Revenue Account in a local qualified public depository to be designated by the Owner in writing, all revenue received from ticket sales and similar event-related revenues which Manager receives in contemplation of, or arising from, an event, pending completion of the event. Such monies will be held in escrow for the protection of ticket purchasers, the Owner and Manager, to provide a source of funds as required for payments to performers and for payments of direct incidental expenses in connection with the presentation of events that must be paid prior to or contemporaneously with such events. Promptly following completion and final settlement of such events, Manager shall transfer any remaining balance in such account to the Facility Operating Account. The Facility Revenue Account shall be the account established by Manager in the name of Manager, as agent for the City, and under the Manager's federal identification number. As between Manager and Owner, and to the extent the applicable funds are in Manager's possession, Manager shall be responsible for paying any ticket refunds required due to a postponement or cancellation of a ticketed event. To the extent a promoter/licensee of the Facility has in its possession proceeds from ticket sales that are required to be refunded to ticket purchasers, Manager shall use reasonable commercial efforts to ensure that such promoter/licensee makes such refunds.

Section 7.2 Facility Operating Account. Except as provided in Section 7.1, all Revenue derived from operation of the Facility shall be deposited by Manager into a Facility Operating Account in a local qualified public depository to be designated by the Owner in writing as soon as practicable upon receipt, but no less often than once each business day. The Facility Operating Account shall be the account established in the name of Manager, as agent for the City, and under Manager's federal identification number. "**Revenue**" shall mean all revenues generated by Manager's operation of the Facility, including but not limited to event ticket proceeds income, rental income, merchandise income, food and beverage income, income from any sale of Commercial Rights, advertising sales income, sponsorship or grant income, equipment rental fees, box office income, art sales, and miscellaneous income, but shall not include monies collected (or to be collected) for the benefit of and paid to third parties (for example, event promoters).

Section 7.3 Transfer of Facility Revenue or Operating Accounts. In the event of receipt of notice of termination of this agreement as provided for in Article 2, Manager would provide to Owner an accounting of all funds in both accounts within fifteen (15) days of the Manager's receipt of notice of termination. Funds deposited in either account would be transferred to Owner or to accounts directed by the Owner within thirty (30) days of the effective date of termination. Following termination, Owner shall assume responsibility for all contractual obligations related to deposits placed in both the Facility Revenue and Operating Accounts.

ARTICLE 8 FISCAL RESPONSIBILITY; REPORTING

Section 8.1 Records. Manager shall keep and maintain, at its office in the Facility, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its operations in connection with its management of the Facility. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations of Manager under this Agreement and shall be kept for a period of three years after the close of each Term, up to the date of termination of this Agreement. In the event of termination, as outlined elsewhere herein this Agreement, the Manager shall provide the Owner with the current and up to three prior Term's records, within thirty (30) days of the effective date of termination. The Owner or its authorized agent shall have the right to audit and inspect such records from time to time during the Term, upon reasonable notice to Manager and during Manager's ordinary business hours.

Section 8.2 Quarterly Financial Reports. Manager shall provide to the Owner, within thirty (30) days after the end of each quarter during the Term, financial reports for the Facility including a balance sheet, aging report on accounts receivable, and statement of revenues and expenditures (budget to actual) for such month and year to date in accordance with generally accepted accounting principles. In addition, Manager shall provide to the Owner a summary of bookings for each such quarter, and separate cash receipts and disbursements reports for each event held at the Facility during such quarter. Additionally, Manager shall submit to Owner, or shall cause the applicable public depository utilized by Manager to submit to the Owner, on a monthly basis, copies of all bank statements concerning the Facility Revenue Account and the Facility Operating Account, reports containing current accounts payable and receivable, and the financial report provided during each meeting of the Doña Ana Arts Council Board of Directors. The Owner shall provide a form for reporting such information that the Manager shall submit in accordance with this Section.

Section 8.3 Audit. No audit is required during the first Term. The audit requirements contained herein begin with the start of the second Term. Manager shall provide to the Owner following the end of each subsequent two-year operating period, a certified audit report on the accounts and records as kept by Manager for the Facility. Costs associated with obtaining such certified audit report shall be an Operating Expense of the Facility. Such audit shall be performed by an external auditor approved by the Owner, and shall be conducted in accordance with generally accepted auditing standards. Manager shall use reasonable commercial efforts to cause the auditors to provide (a) an unaudited trial balance to the City by September 10 (or if such date is not a business day, then on the next business day following September 10) following the end of each odd-numbered Term, and (b) the certified audit report by September 30 (or if such date is not a business day, then on the next business day following September 30) following the end of each even-numbered Term. Owner reserves the right to have their Internal Audit Office perform an audit at the discretion of the Owner.

Section 8.4 Document Custodian. All records, financial reporting, audit reports, and associated paper and electronic documentation required by Article 8 shall be provided to the Owner's Facilities Management.

ARTICLE 9 CAPITAL EXPENDITURES

Section 9.1 Schedule of Facility Capital Expenditures. Manager shall annually, at the time of submission of the annual Facility Operating Budget to the Owner, provide to the Owner a schedule of capital improvements necessary at the Facility and requiring a Facility Capital Expenditure (as defined below), for the purpose of allowing the Owner to consider for inclusion such projects in its budget for the ensuing year and to prepare and update a long-range capital expenditure budget. For purposes of this paragraph, "**Facility Capital Expenditures**" shall mean all expenditures for building additions, alterations, structural maintenance/repairs, or improvements and for purchases of additional or replacement furniture, machinery, or equipment, where the cost of such expenditure is greater than \$5,000 and the depreciable life of the applicable item is, according to generally accepted accounting principles, is in excess of five (5) years.

Section 9.2 Responsibility for Facility Capital Expenditures. The Owner, at its sole discretion, shall be solely responsible for all Facility Capital Expenditures; however, the Owner shall be under no obligation to make such Facility Capital Expenditures. Notwithstanding the foregoing, Manager shall have the right to request "**Emergency Repairs**" (defined as the repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facility threatening persons or property, and/or makes it impossible for Manager to use the facility) from the Owner.

Section 9.3 Request Other Facility Capital Funds. As a non-profit corporation, the Manager has the right to request facility capital funds from sources other than the Owner. Manager shall inform the Owner in writing prior to submitting said request. Owner may request a consultation with the Manager prior to submitting said request.

ARTICLE 10 AGREEMENT MONITORING AND GENERAL MANAGER

Section 10.1 Contract Administrator. Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. Each party shall notify the other in writing of the name of its contract administrator within thirty (30) days of execution hereof. Any and all references in this Agreement requiring Manager or Owner participation or approval shall mean the participation or approval of such party's contract administrator.

ARTICLE 11 INDEMNIFICATION

Section 11.1 Indemnification by Manager. Manager shall defend, indemnify and hold harmless Owner and its parent, subsidiary and affiliate companies, and each of their respective directors, officers, employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "**Losses**") suffered by such parties, arising out of or in connection with any (a) grossly negligent act or omission,

or intentional misconduct, on the part of Manager or any of its employees or agents in the performance of its obligations under this Agreement, or (b) breach by Manager of any of its representations, covenants or agreements made herein; except to the extent such Losses arise out of or relate to Owner's negligence, intentional misconduct, or failure to comply with the terms of this Agreement.

Section 11.2 Conditions to Indemnification. With respect to each separate matter brought by any third party against which a party hereto ("Indemnitee") is indemnified by the other party ("Indemnitor") under this Article 11, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnitee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnitee may, at its option, assume control of such defense or resolution if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee hereunder in connection therewith; and (c) neither Indemnitor nor Indemnitee shall agree to any settlement without the other's prior written consent, which shall not be unreasonably withheld or delayed. In any event, Indemnitor and Indemnitee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's expense. With respect to each and every matter with respect to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnitee shall promptly (and in no event more than twenty (20) days after any third party litigation is commenced asserting such claim) give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.

Section 11.3 Survival. The obligations of the parties contained in this Article 11 shall survive the termination or expiration of this Agreement.

ARTICLE 12 INSURANCE; BONDS

Section 12.1 Types and Amount of Coverage. Manager shall obtain insurance coverage in the manner and amounts as set forth in Exhibit "B", attached hereto, and shall provide to the Owner promptly following the Effective Date a certificate of coverage evidencing such coverage. Manager shall maintain such referenced insurance coverage at all times during the Term, and will not make any material modification or change from these specifications without the prior written approval of the Owner. Each insurance policy shall include a requirement that the insurer provide Manager and the Owner at least thirty (30) days written notice of cancellation or material change in the terms and provisions of the applicable policy. The cost of all such insurance shall be an Operating Expense.

Section 12.2 Rating; Additional Insureds. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide, and licensed in the State of New Mexico or as otherwise agreed by the parties. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved. The commercial general liability policy, automobile liability insurance policy and umbrella or excess liability policy to be obtained by Manager hereunder shall name Owner as an additional insured. The workers compensation policy to be obtained by Manager hereunder shall contain a waiver of all rights of subrogation against the Owner. Manager shall require that all users of the Facility, including without limitation licensees, ushers, security personnel and concessionaires, provide to the Owner and to Manager certificates of coverage evidencing insurance appropriate for the types of activities such user is engaged in. If Manager subcontracts any of its obligations under this Agreement, Manager shall either: (a) cover all subcontractors under its policies of insurance, or (b) require each

subcontractor not so covered to secure insurance that will protect against applicable hazards or risks of loss as and in the minimum amounts designated herein, and name Manager and the Owner as additional insureds.

ARTICLE 13 MISCELLANEOUS

Section 13.1 No Discrimination. Manager shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental disability or serious medical condition, or spousal affiliation and will take affirmative steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental disability or serious medical condition, or spousal affiliation.

Section 13.2 Use of Facility Names and Logos. Manager shall have the right to use throughout the Term (and permit others to use in furtherance of Manager's obligations hereunder), without restriction and for no charge, the name and all logos of the Facility, on Manager's stationary, in its advertising of the Facility, and whenever conducting business of the Facility; provided, that Manager shall take all prudent and appropriate measures to protect the intellectual property rights of the Owner relating to such logos. All intellectual property rights in any Facility logos developed by the Manager or the Owner shall be and at all times remain the sole and exclusive property of the Owner. Manager shall execute any documentation requested by the Owner from time to time to establish, protect or convey any such intellectual property rights.

Section 13.3 Force Majeure. Except as otherwise provided herein, neither party shall be obligated to perform, and neither party shall be deemed to be in default of its performance, if prevented by occurrences outside its reasonable control, including without limitation: (a) fire, earthquake, hurricane, wind, flood, act of God, riot, or civil commotion occurring at the Facility, or (b) any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, war, or governmental law and regulation, or (c) labor dispute which results in a strike or work stoppage affecting the Facility or services described in this Agreement. Notwithstanding the foregoing, a party's failure to make payments due hereunder shall not be considered to be a force majeure.

Section 13.4 Assignment. Neither party may assign this Agreement without the prior written consent of the other. Any purported assignment in contravention of this Section shall be void.

Section 13.5 Notices. All notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by generally recognized, prepaid, overnight air courier services, to the address and individual set forth below. All such notices to either party shall be deemed to have been provided when delivered, if delivered personally, three (3) days after mailed, if sent by registered or certified mail, or the next business day, if sent by generally recognized, prepaid, overnight air courier services.

If to the Owner:

City of Las Cruces
City Manager
PO Box 20000
Las Cruces, New Mexico 88004

If to Manager:

Doña Ana Arts Council
Attn: Executive Director
PO Box 1721
Las Cruces, NM 88004

With a copy to:

City of Las Cruces
City Attorney
PO Box 20000
Las Cruces, New Mexico 88004

With a copy to:

Kemp Smith
Attn: CaraLyn Banks
880 S. Telshor Blvd.
Las Cruces, NM 88011

All correspondence copied to:

City of Las Cruces
Facilities Management
PO Box 20000
Las Cruces, New Mexico 88004

Section 13.6 Severability. If a court of competent jurisdiction or an arbitrator determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

Section 13.7 Governing Law. The Agreement is to be construed and enforceable in accordance with, the laws of the State of New Mexico. Disputes not otherwise resolved by the parties shall be brought in the Third Judicial District Court of Dona Ana County, New Mexico.

Section 13.8 Amendments. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

Section 13.9 Waiver; Remedies. No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

Section 13.10 Relationship of Parties. Manager and Owner acknowledge that they are not joint venturers, partners, or joint owners with respect to the Facility, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture or similar relationship between Owner and Manager.

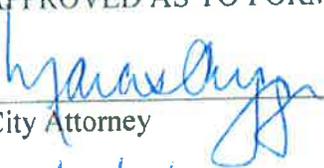
Section 13.11 Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, each party hereto has caused this Management Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

CITY OF LAS CRUCES,
NEW MEXICO

By: 
Name: Robert Garza
Title: City Manager

APPROVED AS TO FORM:


Asst City Attorney
7/2/14

DOÑA ANA ARTS COUNCIL

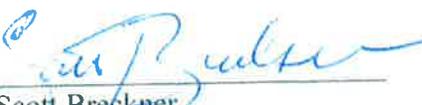
By: 
Name: Scott Breckner
Title: Board President

EXHIBIT A DUTIES

Manager's duties shall consist of the following obligations:

(a) Manage all aspects of the Facility in accordance with the terms of this Agreement, including but not limited to purchasing, payroll, fire prevention, security, crowd control, minor repairs and maintenance, janitorial services, promotions, advertising, energy conservation, security, box office, admission procedures, and general user services.

(b) Establish prices, rates and rate schedules for user, license, concessions, occupancy, and advertising agreements, and booking commitments, at the Facility. Manager may deviate from established rate schedule when entering into any such agreements if determined by Manager, using reasonable business judgment, to be necessary or appropriate with respect to specific situation.

(c) Procure, negotiate, execute, administer, and assure compliance with service contracts with respect to the Facility, including without limitation contracts for ticketing, web development and maintenance, computer support services, FF&E purchasing services, maintenance, telephone, staffing personnel including guards and ushers, extermination and other services which are deemed by Manager to be either necessary or useful in operating the Facility. Manager shall obtain the prior written approval of the Owner, which approval shall not be unreasonably withheld or delayed, before entering into any such contract with a term longer than the Term.

(d) Procure, negotiate, execute, administer and assure compliance with Doña Ana Arts Council, concessions and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements required in the ordinary course of business in operating the Facility. Manager shall obtain the prior written approval of the Owner, which approval shall not be unreasonably withheld or delayed, before entering into any such contract with a term longer than the Term. The Manager may provide the concession services on an "in-house" basis, in which case Manager and Owner shall mutually agree on the compensation to be paid in consideration of such additional service.

(e) Continue to utilize the standard form advertising and sponsorship contracts, user/rental agreements and license agreements developed by Manager for use at or with respect to the Facility.

(f) Operate and maintain the Facility, including the equipment utilized in connection with its operation and any improvements made during the term of this Agreement, in the condition received, normal wear and tear excepted.

(g) Arrange for and otherwise book events at the Facility in accordance with booking guidelines established by Manager. Manager may deviate from established booking guidelines when entering into any such agreements if determined by Manager, using reasonable business judgment, to be necessary or appropriate with respect to specific situation.

(h) Hire or otherwise engage, pay, supervise, and direct all personnel Manager deems necessary for the operation of the Facility in accordance with Article 4 of the Agreement, and conduct staff planning, retention and training programs as determined to be necessary by Manager in its sole discretion.

(i) In accordance with Article 8 of the Agreement, maintain detailed, accurate and complete financial and other records of all its activities under this Agreement in accordance with generally accepted accounting principles, which records shall be made available to the Owner upon

request; and submit to the Owner in a timely manner financial and other reports detailing Manager's activities in connection with the Facility.

(j) Prepare a proposed annual Facility Operating Budget and submit such proposed budget to the Owner, both in accordance with Article 5 of the Agreement.

(k) Pay all Facility Operating Expenses and other expenses incurred in connection with the operation, maintenance, supervision and management of the Facility with funds as described in Article 8 of the Agreement.

(l) Secure, or assist the Owner (or any other third party, as applicable) to secure, or maintain, as applicable, all licenses and permits necessary for the operation and use of the Facility for the specific events to be held therein, and for the general occupancy of the Facility, including without limitation all necessary food and liquor licenses, and renewals thereof. The Owner shall cooperate in this process to the extent reasonably required, and any costs associated with this process shall be an operating expense of the Facility, payable by funds from the Facility Operating Account.

(m) In accordance with Article 7 of the Agreement, collect in a timely manner and deposit in the Facility Revenue Account any ticket sale revenues which it receives in the contemplation of or arising from an event pending the completion of the event; and collect in a timely manner and, except as described above, deposit in the Facility Operating Account all Revenue.

(n) Pay any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of, (i) activities conducted on behalf of the Owner at the Facility, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Facility, from any guests, or from any others using or occupying all or any part of the Facility (collectively, "Taxes").

(o) Shall maintain ongoing relationships with various boards, committees, and departments of the City, the local Chambers of Commerce, and other local groups, boards, and committees.

(p) Plan, prepare, implement, coordinate and supervise all public relations and other promotional programs for the Facility.

(q) Prepare, maintain and implement on a regular basis a marketing plan for the advertising and promotion of the Facility and Facility events.

(r) Document all major damage to, or loss in, Facility inventory during the Term as soon as such damage or loss is discovered by Manager, and promptly notify Owner in writing of such damage or loss.

(s) Manage risk management and Facility insurance needs, as more fully described in Article 12 of the Agreement.

(t) Make and be responsible for minor repairs and maintenance and equipment servicing. Manager shall be responsible for ensuring that repairs and maintenance shall be of a quality and class at least equal to that of the item being repaired or maintained. Any replacement of an item in inventory, or any new item added to the inventory, which is paid for by the Owner, shall be deemed the property of the Owner.

EXHIBIT B INSURANCE

At all times during this Agreement, Manager shall:

(a) maintain commercial general liability insurance, including products and completed operations, bodily injury and property damage liability, contractual liability, independent contractors' liability and personal and advertising injury liability against claims occurring on, in, or about the Facility, or otherwise arising under this Agreement;

(b) maintain umbrella or excess liability insurance;

(c) maintain commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles;

(d) maintain appropriate workers compensation and employer's liability insurance as shall be required by and be in conformance with the laws of the State of New Mexico; and

(e) maintain professional liability insurance and self-insured employment practices liability coverage;

In the case of the general liability, automobile and excess/umbrella policies, the City of Las Cruces will be named as additional insured.

Such liability insurance shall be maintained in the following minimum amounts throughout the Term:

- **Commercial General Liability**
 - \$1,000,000 per occurrence
 - \$1,000,000 personal and advertising injury
 - \$1,000,000 products-completed operations aggregate
- **Automobile Liability**
 - \$1,000,000 per accident (PI and PD combined single limit)
 - \$1,000,000 uninsured/underinsured motorist
- **Umbrella or Excess Liability**
 - \$5,000,000 per occurrence and aggregate
- **Workers Compensation**
 - Workers Compensation: Statutory
 - Employer's Liability: \$100,000 each accident-bodily injury by accident
 - \$500,000 policy limit-bodily injury by disease
 - \$100,000 each employee-bodily injury by disease
- **Professional Liability/Errors & Omissions (Claims Made)**
 - \$1,000,000 each occurrence/aggregate
 - Policy is to include:
 - Entity Coverage
- **Crime Coverage**
 - Type: Blanket Crime Bond
 - Limit: \$500,000



Exhibit 'B' CERTIFICATE OF LIABILITY INSURANCE

DONAA-3

OP ID: JR

DATE (MM/DD/YYYY)

06/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
at Campbell Insurance, LLC.
11 Roadrunner Pkwy, Ste. 109
Las Cruces, NM 88011
erry Hixon

CONTACT NAME: **Jennifer Ross**
PHONE (A/C, No, Ext): **575-524-8642** FAX (A/C, No): **575-526-9709**
E-MAIL ADDRESS: **jross@campbell-ins.com**

INSURED **Dona Ana Arts Council Inc.**
Kathleen Albers
211 N. Main Street
Las Cruces, NM 88001

INSURER(S) AFFORDING COVERAGE NAIC #
INSURER A: **New Mexico Mutual Casualty Co.**
INSURER B: **Philadelphia Insurance Co**
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

ISR TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER		<input checked="" type="checkbox"/>	PHPK1154542	04/01/2014	04/01/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 100,000 \$ 0
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1154542	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE AGGREGATE	\$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	56580.107	04/01/2014	04/01/2015	<input checked="" type="checkbox"/> PER STATUTE E L EACH ACCIDENT E L DISEASE - EA EMPLOYEE E L DISEASE - POLICY LIMIT	\$ 100,000 \$ 100,000 \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Rio Grande Theatre
Certificate holder is an additional insured in regard to General Liability.

CERTIFICATE HOLDER

CITYLC6

City of Las Cruces
700 N. Main
Las Cruces, NM 88001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT C
DONA ANA ARTS COUNCIL EQUIPMENT INVENTORY

DOÑA ANA ARTS COUNCIL INVENTORY LIST

123

- 1 RED UPHOLSTERED SWIVEL CHAIR
- 2 RED UPHOLSTERED SWIVEL CHAIR
- 3 BLOND WOOD TABLE W.SHELF
- 4 BOOKCASE W/GLASS ON TOP SHELF
- 5 2 DRAWER LATERAL FILE CABINET
- 6 BLACK OFFICE SWIVEL CHAIR-EXECUTIVE
- 7 OAK DESK W/GLASS ON TOP -6 DRAWERS
- 8 TRAPAZOID WORK TABLE
- 9 PINK UPHOLSTERED ARM CHAIR
- 10 PINK UPHOLSTERED ARM CHAIR
- 11 4 DRAWER FILE CABINET LETTER SIZE
- 12 GRAY UPHOLSTERED SWIVEL CHAIR W/ARM RESTS
- 13 BLACK DESK-NO DRAWERS
- 14 BLACK 3 DRAWER WHEELED CABINET UNDER DESK
- 15 3 DRAWER ROLL ARIYBD CART (PLASTIC)
- 16 5 SHELF BOOKCASE (CHERRY)
- 17 2 DRAWER LATERAL FILE CABINET
- 18 RED UPHOLSTERED SWIVEL CHAIR
- 19 RED UPHOLSTERED SWIVEL CHAIR
- 20 GREY SWIVEL CHAIR (NO ARM RESTS)
- 21 METAL DESK-RED W/GRAY TOP 3DRWR LEFT,2 RIGHT,1 CENTER
- 22 BLACK 2 DRAWER FILE CABINET-LETTER SIZE
- 23 BLACK 2 DRAWER FILE CABINET-LETTER SIZE
- 24 BROWN ARM CHAIR
- 25 OFFICE CHAIR W/ARMS, SWIVEL
- 26 4 DRAWER "HON" LETTER SIZE FILE CABINET
- 27 4 DRAWER "FILEX" LETTER SIZE FILE CABINET
- 28 5 SHELF BOOKCASE (CHERRY)
- 29 GREEN METAL DESK 4 DRAWER LEFT 3 DRAWER RIGHT 1 CENTER DRAWER
- 30 WOOD DESK (OAK) 3 DRAWER LEFT 3 DRAWER RIGHT 1 CENTER DRAWER
- 31 6' BROWN BANQUET TABLE

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Dona Ana Arts Council Inventory of Equipment and Furnishings Located
at the Rio Grande Theatre, 211 North Main Street, Las Cruces, NM

REC

- 32 RED UPHOLSTERED SWIVEL CHAIR
- 33 RED UPHOLSTERED SWIVEL CHAIR
- 34 WOOD CABINET W/DRAWER
- 35 OFFICE CHAIR W/ARMS, SWIVEL BLACK
- 36 OFFICE CHAIR W/ARMS BLACK & SILVER
- 37 BLACK DESK-6' NO DRAWERS
- 38 BLACK WHEELED CABINET UNDER DESK
- 39 OAK CREDENZA 5' W/LATERAL FILE DRAWER
- 40 OAK LATERAL FILE CABINET
- 41 BLACK SIDE DESK -4'
- 42 4 DRAWER LATERAL FILE
- 43 STL SHELVING 7' TALL & 4' WIDE
- 44 STL SHELVING 7' TALL & 4' WIDE
- 45 PAPER BOTTLES

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124

- 46-80 GRAY CHAIR W/ARMS
- 81-86 5'CONFERENCE TABLE
- 87 5' BANQUET TABLE
- 88 WOOD DESK - 7 DRAWERS
- 89 SONY TV TRINITRON IN TECH HALL
- 90 BLUE TRASH CAN
- 91 SILVER URN
- 92 BLUE TRASH CAN
- 93 STAINLESS STEEL ROLLING CART
- 94 STEPSTOOL
- 95 5XS REFRIGERATOR FREEZER
- 96 WIRE RACK W/WATER BOTTLES
- 97 WOOD ARM CHAIR W/UPHOLSTERED SEAT & BACK
- 98 WOOD TABLE
- 99 6' TABLE -WOOD W/GLASS TOP
- 100-103 ROUND IRON FOLDING TABLE
- 104-108 WROUGHT IRON FOLDING CHAIR
- 109 WOOD ROYAL CHAIR
- 110 WOOD ROYAL CHAIR
- 111 WOOD CLAW LEG TABLE

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Dona Ana Arts Council Inventory of Equipment and Furnishings Located
at the Rio Grande Theatre, 211 North Main Street, Las Cruces, NM

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125

- 112 PLASTIC CHAIR
- 113 PLASTIC CHAIR
- 114 ETHERIDGE GLASS MARQUIS SIGN
- 115 Wood Table
- 116 Wood Drop Leaf Table
- 117 Podium Wood
- 118-121 Adjustable Stool-Steel w/wood seat
- 122 Metal Desk (gray)
- 123 2 DRAWER LATERAL FILE CABINET
- 124 "HON" 1 shelf book case
- 125 Office swivel chair no arms
- 126-130 Trapezoidal folding table
- 131 3' Folding Table
- 132-133 4' Folding Table
- 134-137 8' Folding Table
- 138-139 White Plastic Folding Table
- 140 8' Sted Ladder-Fiberglass
- 141-142 Rubbermaid Green Cooler
- 143 Igloo Blue Cooler w/wheels & handle
- 144 Igloo Red Cooler
- 145-151 Wood Display Pedestal
- 152-153 Large Wood Easel
- 154 Black Metal sandwich Board
- 155-156 Aluminum Easel
- 157-158 Plastic Folding Chair-"Lifetime"
- 159 Rubbermaid Gray Cooler
- 160 PVX Crossover for Subwoofers
- 161-162 PV Dial Equalizer
- 163 Swivel Chair
- 164 Purple 3 shelf Storage Unit
- 165 Gray 3 shelf Storage Unit
- 166-167 PV Subwoofers 18" & cables
- 168 Amplifier "American Audio" VLP1500
- 169-172 PV Monitor PR150

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Dona Ana Arts Council Inventory of Equipment and Furnishings Located
at the Rio Grande Theatre, 211 North Main Street, Las Cruces, NM

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- 173 Trapezoidal Folding Table
- 174 Podium
- 175 2 Drawer File Cabinet -legal-wood
- 176 K. Kawai Piano 5' 10" Baby Grand w/ bench
- 177-182 Musician Chair Metal
- 183 6 Section 4 st5ep Risers w/ Handrails
- 184 Folding Banquet Table
- 185 Blue Igloo Cooler
- 186 Wood Desk 7 Drawer
- 187 Wood Book Case 5 shelf 6'tall 3/ wide
- 188 Clawfoot Chair-wood
- 189-190 Wood Folding chair w/ arms
- 191-192 Wood Round Table 24'
- 193 Kenmore refrigerator (Small)
- 194-195 Lamp Round
- 196 Ugly Brown Love Seat
- 197 Ugly Brown Couch
- 198 Green & Red Rug
- 199-202 Blue Plastic Stackable Chair
- 203 Trash Container 32 qt Rubber Maid
- 204 Wood Recliner
- 205-206 Stackable Plastic Chair
- 207-209 Stackable Metal & Vinyl chairs
- 210-212 Metal Folding Chair w/padded seat
- 213-228 Metal Folding Chair w/padded seat
- 229 2 Drawer Lateral File Cabinet (Cream)
- 230 2 Drawer Letter File Cabinet
- 231 Husky Air Compressor
- 232 32 Gallon Trash Container (gray)
- 233 32 Gallon Trash Container (green)
- 234 Rigid Shop Vacuum
- 235-236 Wooden Stands-Black
- 237 Hand truck 4 wheels 2way (black)

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126

Dona Ana Arts Council Inventory of Equipment and Furnishings Located
at the Rio Grande Theatre, 211 North Main Street, Las Cruces, NM

- 238-239 Mic sm57 Shure
 240 Mic sm81 Shure
 241-242 Mic Beta57 Shure
 243 Painting 29x35
 244 Mirror 12x24
 245 Painting 20x16 Organ Mountains
 246 Painting 18x29 by Alice Peden
 247 Painting 19x23 by Alice Pedein NMWS
 248 Poster framed "nana" 19x25
 249 Horses picture 11x16
 250 Painting "Saddle Up" 5x19 Kathleen Squires
 251 Painting "Being There" by Don Brewer
 252 Painting "Rio Grande Theatre" 11x15 by Kathleen Squires
 253 Painting "Adobe De Mesilla" by Carlos West
 254 Painting \$ Trees Pelan 31x24
 255 Painting "House Front by CA Polyn 22x19
 256 Painting "Color Horses" 30x28
 257 Red Theatre Sign 15x11
 258 Picture "Mariachi Kid" 15x11
 259 Picture "RGT Front" night 18x24
 260 "Unicorn" drawing by Maria Cristina 20x18
 261 Painting gold frame Corner Home 22x18
 262 Drawing Unicorn "Holy Cross CraftFaire" 19x16
 263 Picture "Flaminco Dancer" 13x13
 264 Picture "Red Chile Ristra" 15x37 1/2
 265 Clock (purple) 15x11
 266 Painting "oil" Water-sun-field-tree by Bob Diven 22x26
 267 Painting "Woman by Tree" by H Leyendecker 27x23
 268 Painting "Mountains" oil by Tombaugh 26x27
 269 Picture poster "The Santa Fe Opera" 22x31
 270 Picture Organ Mountains- reflections 13 1/2 x 10 1/2
 271 Drawing in Colors bu Marc Chayell 35x38
 272 African Mask by Kathe Stark
 273 Painting with Facemask 25x19

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Dona Ana Arts Council Inventory of Equipment and Furnishings Located
 at the Rio Grande Theatre, 211 North Main Street, Las Cruces, NM

128

- 274 Drawing RGT Theatre Front 16 1/2 x 13
- 275 Paper Bag framed Holy Cross Craftaire 19x23
- 276 Drawing Holy Cross Craft 15x23
- 277 Poster Framed DAAC Renaissance ArtsFair 18x24
- 278 Painting "Window" 17x21
- 279 Painting "Church" 23x27
- 280 Oil Painting "Organs" 50x40
- 281 Drawing "RGT Front" In Appreciation 15x16
- 282 RGT Pen & Pencil 11x12
- 283 Drawing "RGT Front" by jack Pumphrey 25x21
- 284 Organs picture black & white 20x16
- 285 "A" Collection of small picktures 11x9
- 286 "B" Collection of small pictures 11x9
- 287 Custom Rack black & Chrome 58x55
- 288 Custom Rack black & Chrome 25x67 w/wheels
- 289 Custom rack black & chrome 36x64 w/wheels
- 290 Custom Rack all chrome w/wheels 38x67
- 291 B&W Picture of Inside RGT 28x24
- 292 B&W Picture outside with people 28x24
- 293 B&W Picture outside RGT Parade 28x24
- 294 Color picture Street RGT 28x24
- 295 B&W Picture of posters of RGT 14x18
- 296 Clute Muggenberg Founders Frame 40x36
- 297 RGT Donors poster 40x60
- 298 Architect Drawing of RGT 23x36
- 299 Color RGT Drawing Front Elevator 24x36
- 300 RGT Original Plans Drawingt 24x22
- 301 RGT Original plans RGT Ticket Booth 20x26
- 302 Newspaper Page Prclamation Framed 11x17
- 303 Newspaper Cups Framed 12x18
- 304 B & W picture RGT Staff 18x14
- 305 B & W picture RGT Refreshment Stand 18x14
- 306 B & W picture Stage RGT Christmas Pagent 18x14
- 307 B & W picture RGT Front circa 1947 18x14

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Dona Ana Arts Council Inventory of Equipment and Furnishings Located
at the Rio Grande Theatre, 211 North Main Street, Las Cruces, NM

129

- 308 B & W picture Candyland stand inside RGT 18x14
- 309 NM Board of Pharmacy framed certificate 18x15
- 310 Collage Display Board of certificates 40x15
- 311 B & W picture of Members of "Fox Intermountain" 35x11
- 312-313 Clear Com BletPack Rs 60 for stage to tech communication Cor
Noi
- 314 Painting by Jimmie Seale on Loan from Great Grandchild of BG Dyne 14x11
- 315 Painting by Jimmie Seale on Loan from Great Grandchild of BG Dyne 14x11 Co
- 316 DVD Player Phillips Black
- 317-319 MAG Lite flashlight black 10" long
- 320 Laptop Gateway w/windows Vista 15" screen Te
- 321 Old PC W/windows XP professional Te
- 322-339 Altman Stage Lighting Ellipsoidal Reflector Spot Light
- 340-343 Par Can 64 blk spotlight
- 344-351 Stage Cable 3 pin twofer
- 355 3 Pin cable female to Edison Male 5' long
- 356 3 Pin cable male to Edison Female 17'
- 357 3 pin cable female to edison male 13"
- 358 3 Pin Cable Female to Edison Male 9"
- 359 3 Pin cable male to Edison Female 12'
- 360 Active DI Box Ultra DI Behringer
- 361-371 XLR Mic Cable Whirlwind 25' long
- 372-373 1/4 Jack Cable 10'
- 374 1/4 Jack Cable 5'
- 375 Standing Lamp 5'
- 376 2 step ladder
- 377 18" Stool
- 378-379 Plastic Marquis Portable Black 40x26
- 380 Rubbermaid grey plastic container small cans
- 381 Rubbermaid grey paint buckets 5 gallon
- 382 Blue Werner stepladder
- 383 Wheelchair (Brown)
- 384 Wheelchair (Blue)
- 385 Wheelchair (Dark Blue)
- 386 Sterlite Green Plastic container 3'

Dona Ana Arts Council Inventory of Equipment and Furnishings Located
at the Rio Grande Theatre, 211 North Main Street, Las Cruces, NM

387-389	Brown wooden armchair	
390	Brown Wood 4 drawer filing cabinet	
391	Brown small book stand	Off
392	Desktop PC Lengvo	
393	Monitor Emach 19" screen	
394	Small Table Browm	
395	Brass Contalner	Wc
396	Mirror Gold Frame 24 Diamond	
397	Brass Container	
398	Brown Small table	
399	Print Green Sheal	Uf
400	Foam Sculpture Lady	CC
401	Laptop Model CL51	KH
402	Emerson Microwave	
403	HP OfficeJet Printer FAX	OI
404	Monitor 19" Acer	
405	HP PC desktop	
406	External Hard Drive Seagate	O
407	PC Desktop Dell	
408	Monitor 17" Dell	O
409	PC Desktop DELL	
409	PC Desktop Dell	
410	Monitor Acer AL 1916 19"	R
411	PC Desktop HP Compaq	
412	Monitor Acer LED 20"	C
413	Badgeamatic I Button Maker	
414	Server Araid 99-2000	C
415	Clay Pace Sculpture	
416	Marley Floor	C
417	DI PC Box	C
418	Painting by Ken Barrick Artist 2014 DAAC Awards	I
419	Outside Wreath box	C
420	6.5' Metal Knight Sculpture "Fred"	A
421-495	Framed Concert Posters	

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**AMENDMENT TO MANAGEMENT AGREEMENT
BETWEEN CITY OF LAS CRUCES AND DONA ANA ARTS COUNCIL FOR
RIO GRANDE THEATRE LOCATED AT 211 N. MAIN STREET,
LAS CRUCES, NEW MEXICO**

This Amendment to Management Agreement (this "Amendment") is made and entered into on 18th day of June, 2015, effective as of July 1, 2015 by and between the City of Las Cruces ("City"), a New Mexico municipal corporation as Owner whose address is P O Box 20000, Las Cruces, NM 88004, and the Dona Ana Arts Council, a non-profit corporation ("DAARTS") as Manager, as follows

WITNESSETH

WHEREAS, the Owner and Manager have previously executed a Management Agreement dated July 1, 2014 (the Agreement) pursuant to the terms of which Manager has operated and managed the Rio Grande Theatre a city facility located at 211 N Main Street, Las Cruces, New Mexico ("Premises"), and

WHEREAS, the Owner and Manager have agreed to extend the Term of the Agreement as for an additional year which will be year 2 of a 5 year term as set forth on page 2 Article 2, (b), on the existing Management Agreement.

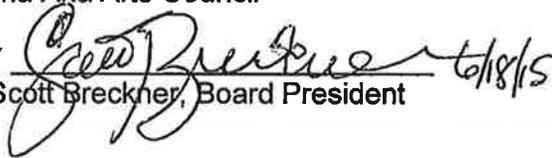
WHEREAS, the Owner and Manager have agreed to amend the Total Management Agreement Funding as set forth on page 6 and continued on page 7, Article 6, Section 6 1 and 6 2 during the Term 2015-2016, on the existing Management Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, effective as of the 1st day of July, 2015, the parties agree as follows

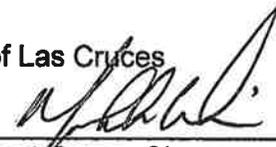
- 1 The parties acknowledge and agree that the Agreement is currently in effect and that neither party is in breach or default of the Agreement.
- 2 The parties agree by this Amendment to extend the term of the Agreement and to otherwise amend the Agreement as set forth below
- 3 The Agreement shall commence as of the 1st day of July, 2015 and shall end on June 30th, 2016, both days inclusive
- 4 The parties agree by the Amendment to add to item 6 1 of the Agreement, the Owner shall disburse the additional \$20,000 funds half in July, 2015 and half in January, 2016 upon the submittal of the required Monthly and Quarterly reports.
- 5 The parties agree by this Amendment to the Total Management Agreement Funding by Owner for this Management Agreement during Term 2015-2016 shall not exceed \$120,000
- 6 Except as specifically amended hereinabove, the original terms and provisions of the Agreement remain in full force and effect, and the parties hereby affirm and consent to the Agreement, as herein amended and agree to be bound thereby

IN WITNESS WHEREOF, this Amendment has been executed on the date first above written.

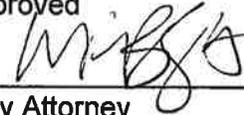
Dona Ana Arts Council

BY  6/18/15
Scott Breckner, Board President

City of Las Cruces

BY 
for Robert Garza, City Manager

Approved


, City Attorney

**AMENDMENT TO MANAGEMENT AGREEMENT
BETWEEN CITY OF LAS CRUCES AND DONA ANA ARTS COUNCIL FOR
RIO GRANDE THEATRE LOCATED AT 211 N. MAIN STREET,
LAS CRUCES, NEW MEXICO**

This Amendment to Management Agreement (this "Amendment") is made and entered into on 1st day of July, 2016, by and between the City of Las Cruces ("City"), a New Mexico municipal corporation as Owner whose address is P.O. Box 20000, Las Cruces, NM 88004, and the Dona Ana Arts Council, a non-profit corporation ("DAARTS") as Manager, as follows:

WITNESSETH:

WHEREAS, the Owner and Manager have previously executed a Management Agreement dated July 1, 2014 (the Agreement) pursuant to the terms of which Manager has operated and managed the Rio Grande Theatre a city facility located at 211 N. Main Street, Las Cruces, New Mexico ("Premises"); and

WHEREAS, the Owner and Manager have agreed to extend the Term of the Agreement as for an additional year which will be year 3 of a 5 year term as set forth on page 2 Article 2, (b), on the existing Management Agreement.

WHEREAS, the Owner and Manager have agreed to amend the Total Management Agreement Funding as set forth on page 6 and continued on page 7, Article 6, Section 6.1 and 6.2 during the Term 2016-2017, on the existing Management Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, effective as of the 1st day of July, 2016, the parties agree as follows:

1. The parties acknowledge and agree that the Agreement is currently in effect and that neither party is in breach or default of the Agreement.
2. The parties agree by this Amendment to extend the term of the Lease and to otherwise amend the Agreement as set forth below.
3. The Lease shall commence as of the 1st day of July, 2016 and shall end on June 31st, 2017, both days inclusive.
4. The parties agree by the Amendment to add to item 6.1 of the Agreement, the Owner shall disburse the additional \$20,000 funds half in December, 2016 and half in June, 2017 upon the submittal of the required Quarterly reports.
5. The parties agree by this Amendment to the Total Management Agreement Funding by Owner for this Management Agreement during Term 2016-2017 shall not exceed \$120,000, subject to city council approval.
6. Except as specifically amended hereinabove, the original terms and provisions of the Lease remain in full force and effect, and the parties hereby affirm and consent to the Lease, as herein amended and agree to be bound thereby.

IN WITNESS WHEREOF, this Amendment has been executed on the date first above written.

Dona Ana Arts Council

City of Las Cruces

BY: _____
Scott Breckner, Board President

BY: _____
Daniel Avila, Interim City Manager

Approved:

City Attorney