



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 1/12/24

Project Title: NMA Grant Agreement for Community Gallery

Project Type: CIP Grant Internal Tracking

Department: Arts and Culture Project Manager: Melissa Velasquez Ext: 7540

Project Date Range: January 2, 2024 to May 31, 2024 Create Fixed Asset

Project ID: <u>ART2452001</u>
Grant ID: <u>S-2425</u>
Approved By: <u>CMT 2/2/24</u>
(Finance Use Only)

Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NM Arts (State of NM) % of Funding: 50

MUNIS ORG: 5202775 MUNIS OBJ: 490280 Awarded Amount: \$6458.00

Funding Source: LOCAL MATCH % of Funding: 50

MUNIS ORG: 5202775 MUNIS OBJ: Awarded Amount: 3229.00

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: Grants and Services MUNIS ORG: 5202775 MUNIS OBJ: 510400

Grants Only (list all grants if applicable):

Grantor Name: NM Arts (State of New Mexico) Awarded Amount: \$6458.00

AR Charge Code: 5202775.490280 Grant funds multiple projects (Complete a form for each project)

Grantor Id: 700018 -NMDCA Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): N/A

(If grants please provide all grant award documents with form) Attached Grant Documentation



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: _____ Procurement # (RFP/ITB# If any): _____

Contractor: New Mexico Arts (State of New Mexico Department of Cultural Affairs)

Procurement Method/Vehicle: Small Purchase RFP ITB Sole Source GSA Cooperative Exempt SWPA/Existing

Description/Title: FY24 NM Arts Grant Agreement to Support Public Programming in the Arts and Culture Department's Community Gallery in the Amount of \$6458.00

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: Upon execution Term End Date: May 31, 2024 Total Contract Amount: \$6458.00

Approved by Council (If over the City Manager's approval threshold, you must go through GB) _____

Contract / Lease:

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount \$: _____

Extend Expiration Date to: _____

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: _____

Amendment is for: _____

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

This is not a procurement. In November 2022, a grant application was submitted to New Mexico Arts requesting funding to support public programs at the City's Arts and Culture Community Gallery for public programming. The Community Gallery was established by the Governing Body in 2007 to promote, exhibit and sell the work of local artists. Gallery programming includes professional development opportunities for local artists as well as opportunities for the community to engage with the arts.

3. Procurement History: Annual Grant Agreement with State of NM since 2007

[Signature] Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: NM DCA/Arts division & local match Org / Object: 5202775

Andy Hopkins

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: NMDCA grant agreement provides 50% match, City Art & Culture division- 50%

5. Grant History (if applicable): _____

Grants Administrator Approval: M Bonifer Date 04/05/2024

Staff Contact who Completed This Form: Melissa Velasquez Phone #: 505-531-7540

To be recorded by City Clerk: _____ Email: mrvelasquez@santafenm.gov

Clerk # _____
Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date

CONTRACT Number NMA24023

GRANT AGREEMENT

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

THIS AGREEMENT (hereinafter “Contract” or “Agreement”) is made effective the date of the last signature on this contract, and is made by and between the state of New Mexico, Department of Cultural Affairs, New Mexico Arts division, hereinafter referred to as the “Agency,” and **City of Santa Fe**, a political subdivision of the State of New Mexico, hereinafter known as the “Contractor,” Whose Unique Entity ID number is QLN2YKMMJ8X6.

RECITALS

A. Agency has funding to acquire services in furtherance of its purposes as set forth in NMSA 1978 Sections 18-5-1, et seq. (the “Act”);

B. Contractor desires to provide the programs and services (“Schedule of Programs and Services”) as set forth on the **Exhibit 1** attached hereto and incorporated herein by reference, and receive in exchange certain State Funds, on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree to be contractually bound as follows:

I. State Funds.

Contractor shall perform the Services in consideration of the payment of **\$6,458.00** from Agency (the “State Funds”). The State Funds shall be used only to fund the programs and services listed on **Exhibit 1**, the Schedule of Programs and Services, to further the purposes of the Agency as set forth in the Act.

II. Term.

The term of this Contract (“Term”) shall commence **from the date of the final signature on this Contract or July 1, 2023, whichever date is later, and end on or before May 31, 2024.**

III. Contractor Role and Responsibilities.

Contractor understands and agrees that execution of this Contract creates a legal duty on the part of the Contractor to use the State Funds in accordance with the terms of the Contract and to comply with all its provisions and conditions.

A. Matching Funds.

Contractor shall provide matching funds or in-kind services in the amount of at least **\$3,229.00**, of which at least **\$1,614.50** must be in cash (“Cash Match”). No funding paid directly from the National Endowment for the Arts or other federal agencies to Contractor can be used toward or to satisfy the Cash Match.

B. Art Services.

Contractor shall complete during the Term the Schedule of Programs and Services.

C. Subcontracting.

Contractor may subcontract with performers, administrators, technical support, and other individuals and/or organizations (together, “Subcontractors”) needed to implement and/or provide

the Programs and Services. No such subcontract shall relieve the primary Contractor from its obligations and duties under this Agreement, and no subcontract shall create any Agency obligation to any Subcontractor.

D. New Mexico Arts Acknowledgment.

Contractor shall include the following acknowledgment of support, word for word, in any visual publicity for the Programs and Services (“Visual Publicity”). “Visual Publicity” includes, but is not limited to, all printed and electronic programs, posters, playbills, announcements, and releases to the news media, etc.

“This project is supported in part by New Mexico Arts, a division of the Department of Cultural Affairs, and by the National Endowment for the Arts.”

In addition, Contractor should use the New Mexico Arts logo (if applicable) and the National Endowment for the Arts logo (if applicable) in all Visual Publicity as space allows.

For oral publicity for the Programs and Services, such as radio or announcements at events, Contractor should use the following statement, word for word. “Oral Publicity” includes, but is not limited to, radio spots, announcements at events, etc.

“This project is supported in part by an award from New Mexico Arts, a division of the Department of Cultural Affairs, and by the National Endowment for the Arts.”

For television publicity of the Programs and Services, the above statement shall be read and the New Mexico Arts and National Endowment for the Arts logos displayed.

If Contractor makes a good faith effort to include the credit lines as stipulated above in all Visual Publicity and Oral Publicity, and the entity with whom Contractor placed an advertisement fails to include the credit lines, the Agency will not consider such failure to violate the *New Mexico Arts Acknowledgment* provision in this Contract.

E. Limitations on the Use of State Funds.

1. Contractor shall expend the funds provided by the Contract only for the Programs and Services and as described in the Contractor's budget attached to this Contract. No services provided prior to the beginning of the Term of this Contract are eligible to be reimbursed with State Funds. Any change to the budget must be approved in writing by the parties as evidenced by execution of a Revised Budget Estimate sheet, attached as **Exhibit 2** and incorporated herein by reference.
2. Contractor shall expend State Funds and/or such matching funds as are required only during the Contract Term, defined in Section II, above. CONTRACTOR SHALL NOT SUBMIT ANY REQUESTS FOR REIMBURSEMENT TO AGENCY BEFORE AGENCY APPROVES THE CONTRACT OR BEFORE JULY 1, 2023, WHICHEVER OCCURS LATER.
3. Contractor shall not use State Funds for the excluded items listed in the Arts Services Guidelines which can be found at www.nmarts.org/grants and which include the following: investment or contingency funding; direct aid to individuals; projects that will take place outside of the Term or outside of New Mexico; projects that have the primary

purpose of course credit; parties, receptions, fund raising, or other social activities; deficit reduction; negotiated indirect cost rates; permanent acquisitions (including works of art, buildings, land, or capital outlay); scholarships or fellowships; cash prizes or awards; or projects sponsored by other divisions, foundations, employees, or contractors of the Department of Cultural Affairs or members of the New Mexico Arts Commission. In addition, Contractor shall not use State Funds to fund activities that are already funded by New Mexico Arts through another organization. Contractor hereby covenants and affirms that Contractor has read and understood the Art Services Guidelines and will conform to the Guidelines.

4. Misapplied State Funds. Contractor shall reimburse the Agency for any misapplied State Funds. Misapplied State Funds are State Funds used for programs and services that are not Programs and Services or are spent outside the Term. Contractor shall reimburse the Agency for all misapplied State Funds within thirty (30) days of receipt of official notification letter from Agency, detailing the Misspent Funds. In addition, Agency reserves the right to seek additional relief for damages and any other remedies available at law or in equity.

F. Invoices and Reports.

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

1. Interim Invoices and Reports. Contractor may submit partial invoices during the Contract Term (“Interim Invoices”), but shall submit no more than two Interim Invoices total. Contractor shall submit a brief narrative report with each Interim Invoice, describing what portion and/or part of the Programs and Services has been accomplished. The sum of all interim invoices shall not exceed eighty percent (80%) of the total State Funds granted to Contractor, i.e., Contractor’s final invoice shall be for an amount of not less than twenty percent (20%) of the State Funds.
2. Final Invoice and Final Report. **Contractor must submit a Final Invoice and a Final Report when the Contractor completes the Programs and Services within one week after the day of the completion of the Programs and Services listed on Exhibit 1 or by June 15, 2024. If the Contractor does not submit the Final Invoice and Final Report by June 15, 2024, the Agency shall not reimburse and shall have no obligation to reimburse Contractor any additional State Funds and Contractor may be ineligible for funding the following year.**
3. Contractor shall submit ALL invoices on a **reimbursement** basis and shall submit invoices in accordance with the applicable invoice form instructions. Agency will not pay requests made with an incomplete Invoice or incomplete Final Report.

G. Accounting and Records.

1. Contractor shall maintain its records and accounts consistent with generally accepted accounting principles and shall provide for such fiscal control and fund accounting procedures as are necessary to assure proper disbursing of, and accounting for, State Funds.

- a. Contractor certifies that accounts and supporting documentation (canceled checks, receipts, vouchers, original invoices, sales slips, cash register tapes, etc.) relating to project expenditures shall be adequate to permit an accurate and expeditious audit. An audit may be made at any time by Agency, its Fiscal Agent, or any applicable agency of the United States Government.
 - b. Contractor shall maintain all records and accounts for not less than seven (7) years. Agency and its agents and employees, as well as the State Auditor, shall have the right, at any and all times during regular business hours and with reasonable advance notice, to examine and inspect all of Contractor's records and accounts for the purpose of investigating and verifying the accuracy of any statement provided to Agency. Records required pursuant to this Contract shall be produced by Contractor at a state office location in Santa Fe as designated by the Agency. In addition, the Agency shall have the right to audit billings both before and after payment. Furthermore, payment under this Contract shall not foreclose the right of the Agency to recover excessive and/or illegal payments.
2. Contractor shall maintain and keep intact records to demonstrate that matching and cost sharing contributions are no less than the amount indicated in the attached Revised Budget Estimate, or any revision thereof, which is approved by Agency. Contractor shall also obtain and maintain written proof of both the value and type of "in-kind" contributions.
 3. Audits. In accordance with the federal Uniform Grant Guidance, any organization that expends \$750,000 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. If this applies to Contractor, Contractor must forward a copy of the independent audit to the Agency within thirty (30) days of completion.

H. Charitable Organizations and Solicitations Act.

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

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

In consideration of this Contract, made under 20 U.S.C. § 954 of the National Foundation on the Arts and Humanities Act of 1965 ("Act") and in order to satisfy the condition expressed in Section 954(m) of the Act so as to be eligible to receive the Contract funds, the undersigned does hereby make its contractually binding promise to the United States Secretary of Labor and to Agency 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 (n) 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 the Act shall be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee engaged in such project or production, including particularly, no work which is prohibited for safety or sanitary reasons by any of the contracts with labor organizations listed in 29 CFR 505.3(a).
3. Contractor further agrees to keep the records and permit the inspections provided by 29 CFR 505.5(b). This Agreement shall be enforced by the United States Secretary of Labor through any appropriate action at law or in equity in any court of competent jurisdiction.
4. Additional Assurances and Required Forms. Contractor shall execute and comply with the requirements, if applicable, of the Assurance of Compliance Form, attached here as **Exhibit 3** and incorporated herein by reference. Contractor shall, if applicable, complete and submit with its signed Contract **Exhibit 4**, Statement of Federal Standing and Funds, attached hereto and incorporated herein by reference.

IV. Copyright

Contractor shall undertake all necessary steps to ensure that Contractor owns the copyright to works (the "Works") resulting from activities funded under this Contract. Contractor grants the State of New Mexico, Agency, and the federal government a perpetual, irrevocable, world-wide, fully paid, non-exclusive license to use, reproduce, broadcast, display and create derivative works of all such Works, in any and all media or format, and/or from any material provided by Contractor or obtained by Agency subject to this Agreement, including copyrighted material, of such works for government purposes, without payment.

V. Termination

A. Agency termination.

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

B. Contractor Termination.

Contractor may terminate this Contract with thirty (30) days' advance written notice to Agency.

C. Parties' Responsibilities upon Termination.

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

VI. Miscellaneous Provisions

A. Amendment.

This Contract may be amended only by a written amendment, signed by both parties. Minor changes to the Programs and Services or the Budget, such as date changes or performers' name changes do not require an amendment, but the Contractor shall submit them to the New Mexico Arts Division for approval in order to receive reimbursement. Changes to the type of programs included in the Programs and Services that are not minor changes do require written amendments, signed by both parties.

B. Status of Contractor.

Contractor is a governmental entity and a political subdivision of the State of New Mexico. Contractor and its agents and employees are independent contractors performing arts services for New Mexico Arts and are not employees of New Mexico Arts. Contractor's agents, if not employees of the State of New Mexico eligible to and receiving already leave and other benefits as a result of their employment, 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 agrees not to purport to bind the Agency or the Department of Cultural Affairs in connection with this Contract, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

C. Assignment.

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

D. Release.

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

E. Conflict of Interest.

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

F. Penalties.

The Procurement Code, NMSA 1978, §§ 13-1-28 to -199 (1984, as amended through 2017), imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

G. Liability.

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 to -30 (1976, as amended through 2015).

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

H. New Mexico Employees Health Coverage.

1. Unless otherwise exempted by law, if Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least twenty (20) hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State, including the Agency, exceeds \$250,000 dollars.
2. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; or (b) declined health insurance due to other health insurance coverage already in place; These records are subject to review and audit by a representative of the state.
3. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage.
4. The provisions of Clause VI(H) shall not apply if Contractor is exempt from Executive Order 2007-049, State of New Mexico Contractor Health Coverage Requirement.

I. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

J. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue for any litigation between the Parties concerning the subject matter of this Agreement or its performance shall be proper only in the New Mexico First Judicial District Court of Santa Fe, New Mexico.

In the event of a dispute between the Parties in connection with this Agreement, the Parties agree to confer in good faith to resolve their dispute, including through mediation, provided that if the Parties are unable to resolve their dispute within ten (10) days, or such other additional time as they may agree upon, then each of the Parties may pursue any remedies available to them under applicable law.

K. Appropriations.

The Agency may terminate this Agreement, effective on the date of written notice being given by the Agency to the Contractor, if funding from the Legislature of New Mexico or the National Endowment for the Arts becomes unavailable as determined in Agency's discretion.

L. Merger; Modification.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be modified without the prior written consent of the Parties in accordance with its terms.

M. Authority.

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

N. Notice.

Any notice required to be given shall be deemed given (a) three (3) days after the same is deposited in the U.S. Mail, certified, first class, postage prepaid, to a party (Contractor: Contractor Project Director; NMA: NMA Program Coordinator for this Agreement) at the party's address specified below, (b) hand delivered to the party's contact person set forth below, or (c) transmitted to said party by transmission to the individual at the email address set forth below, provided, that receipt of transmission is confirmed electronically or by the recipient in writing.

Any party may change the contact person or address by providing written notice of same to the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement intending to be bound thereby.

For the Contractor:

Organization Name City of Santa Fe dba Arts and Culture Dept.
Mailing Address (include zip) PO 909, Santa Fe, NM 87504
Physical Address (include zip) 201 W. Marcy St. Santa Fe, NM 87504
Organization Phone 505-955-6707
Website: santafenm.gov/arts_and_culture_department

Contractor Project Director (PD) Information:

Administrator for contract & primary contact person; should be the same person listed in your online account.

PD Signature _____ Date _____
PD Name (please print) Chelsey Johnson
PD Title Arts and Culture Director
PD Phone 505-955-6707
PD E-mail Address artsandculture@santafenm.gov

Contractor Authorizing Official (AO) Information:

For governmental and tribal entities, authorizing officials may be the superintendent, city manager, or member of tribal government. Authorizing officials must have the authority to legally obligate the entity. Proof of such ability may be requested.

AO Signature *John Blair* Date Apr 5, 2024
John Blair (Apr 5, 2024 14:12 MDT)
AO Name (please print) John Blair
AO Title City Manager, City of Santa Fe
AO Phone 505-955-6848
AO E-mail Address jwblair@santafenm.gov

For Department of Cultural Affairs:

Michelle Laflamme-Childs
Executive Director, New Mexico Arts

Date _____

Max DeAcedo
General Counsel, Legal Sufficiency

Date _____

Greg Geisler
Director, Administrative Services Division, Budgetary Sufficiency

Date _____

Debra Garcia y Griego
Cabinet Secretary, Department of Cultural Affairs

Date _____

Account Code: 547400

**Exhibit 1 - NMA FY24
Schedule Of Programs & Services**

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

Contractor must notify New Mexico Arts in writing at any time there is a change or deletion in programming dates for which Contractor plans to spend FY24 contract funds.

Contractor shall list below the proposed **programs and services for which Contractor will be using New Mexico Arts funding during the Contract term** including the public presentation component. Tentative dates should be listed as such.

All events must happen within the Contract Period from the DCA signature date thru the Contract Term. Include additional Schedule Forms as needed.

Program Activity: ArtWorks WORKS! Youth Art Exhibit

Date: March 1, through April 1, 2024

Location: Community Gallery, 201 W. Marcy Street

Program Activity: UNESCO Colcha Embroidery Exhibit

Date: April 15 through May 31

Location: Community Gallery, 201 W. Marcy Street

Program Activity: Return of the Monothon

Date: May 31 through June 30, 2024

Location: Community Gallery, 201 W. Marcy Street

Program Activity:

Date:

Location:

Program Activity:

Date:

Location:

Exhibit 2-NMA FY24

Revised Budget Estimate

Please round figures to the nearest dollar.

Organization Name:

INCOME	Cash Income	NM Arts	In-Kind
A. Revenue - Earned Income			
1. Admissions			
2. Contracted Services Revenue			
3. Other Revenue	\$2,000		
B. Support			
1. Corporate Support			
2. Foundation Support			
3. Other Private Support			
4. Government Support			
a. Federal non-NEA			
b. National Endowment for the Arts			
c. State/Regional, not NM Arts			
d. Local			
C. Other Income	\$41,250		
D. Subtotal Cash Income	\$43,250		\$0
E. New Mexico Arts Contract Amount		\$6,458.00	
F. Total Income	\$49,708		

EXPENSES	Expenses	NMA Share	In-Kind
	do not include NMA		total = INK income above
A. Personnel			
1. Administrative Salaries & Benefits			
2. Artistic Salaries & Benefits			
B. Contracted Fees & Services			
1. Administrative	\$8,000		
2. Artistic	\$18,000	\$6,458	
C. Travel			
D. Marketing & Public Relations			
E. Remaining Operating Expenses			
1. Rent/Mortgage (NMA cannot be mortgage)			
2. Materials/Supplies	\$5,000		
3. Remaining Expenses (phone, postage, etc.)	\$12,250		
F. Total Each Column	\$43,250	\$6,458	\$0
G. Total Cash Expenses	\$49,708		

<i>Income minus Expenses (should be zero)</i>	\$0	\$0	\$0
---	-----	-----	-----

**Exhibit 3 – NMA FY24
Assurance of Compliance Form**

Assurance Explanation

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.

Organizations receiving Federal funding shall not discriminate: 1) On the grounds of race, color, or national origin (including limited English proficiency), in accordance with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.); 2) On the grounds of disability, in accordance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 ("ADA") (42 U.S.C. 12101-12213). The ADA's requirements apply regardless of whether you receive federal funds; 3) On the basis of age, in accordance with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); 4) On the basis of sex, in any education program or activity, in accordance with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.).

Assurance of Compliance

The undersigned Contractor hereby agrees to comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.794), the Americans with Disabilities Act of 1990 (“ADA”) (42 U.S.C. 12101-12213), 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.). In addition, Contractor agrees to comply with The National Environmental Policy Act (NEPA) of 1969, as amended; the requirements regarding debarment and suspension in Subpart C of 2 CFR 180, as adopted by the Arts Endowment in 2 CFR 32.3254; The Drug Free Workplace Act; Davis-Bacon and Related Acts (DBRA), as amended; The Native American Graves Protection and Repatriation Act of 1990; U.S. Constitution Education Program. Within your Federally-supported project, you may not conduct political lobbying, as defined in the statutes and regulations 18 USC 1913; 2 CFR 200.450; Section 319 of Public Law 101-121, codified at 31 USC 1352. None of the Federal or matching funds expended for your awarded project may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries (P.L. 111-88 Sec. 427). You must comply with the above statutes as well as all regulations issued pursuant to these statutes. In addition, the Contractor must 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.

John Blair
John Blair (Apr 5, 2024 14:12 MDT)

Authorizing Official Signature
John Blair, City Manager

Authorizing Official Name (print or type)
Apr 5, 2024

Date Signed

Chelsey Johnson
Chelsey Johnson (Apr 7, 2024 08:13 PDT)

Project Director Signature
ACD Director Chelsey Johnson

Project Director Name (print or type)
Apr 7, 2024

Date Signed

Exhibit 4 – NMA FY24
STATEMENT OF FEDERAL STANDING & FUNDS

Keep a blank copy of this form in your files for use as needed to revise statement during the contract period.

PLEASE COMPLETE BOTH SECTIONS
TWO SIGNATURES REQUIRED

1. Federal Funding Received

Please indicate which one of the following two options is true for your organization.

1. Our organization receives no more than \$750,000 in combined Federal funds from all Federal sources.

OR

2. Our organization receives \$750,000 or more in combined Federal funds from all Federal sources. We understand that we must send our annual audit to New Mexico Arts as specified in Section H-3: Audits of our arts services contract.

I hereby certify that the information stated above is true and correct, and that if there are any changes to the above information, I will notify New Mexico Arts immediately.

AUTHORIZING OFFICIAL SIGNATURE:

John Blair
John Blair (Apr 5, 2024 17:42 MDT)

Date Signed: Apr 5, 2024

2. Federal Standing

Please complete this certification.

I hereby certify that the organization is in good standing with the Federal government.

AUTHORIZING OFFICIAL SIGNATURE:

John Blair
John Blair (Apr 5, 2024 19:45 MDT)

Date Signed: Apr 5, 2024

"In good standing" includes but is not necessarily limited to mean that the organization's 501-c-3 status is valid, and their 990s have been filed meeting IRS deadlines. In addition, the organization doesn't owe the federal government any money, i.e., delinquent debt or improper payments. Finally, those organizations that are or have been grantees of federal agencies have submitted all appropriate paperwork, acceptable final reports, and carried out their projects in accordance with all required terms and conditions of their grants (labor conditions, physical and programmatic access, etc.).

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Grant Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

John Blair
John Blair (Apr 5, 2024 14:12 MDT)

JOHN BLAIR, CITY MANAGER

ATTEST:

GERALYN
GERALYN CARDENAS (Apr 8, 2024 13:09 MDT)

GERALYN CARDENAS, INTERIM CITY CLERK
XIV

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Mar 6, 2024 13:23 MST)

ASSISTANT CITY ATTORNEY

FINANCE DEPARTMENT:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR







City of Santa Fe__FY24 Grant_Agreement_Gov 5.31_FINAL CAO

Final Audit Report

2024-03-06

Created:	2024-03-06
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmVOKR9cVL4y_X1FDwaq10_rbPudzObi4

"City of Santa Fe__FY24 Grant_Agreement_Gov5.31_FINAL CA O" History

-  Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-03-06 - 8:17:46 PM GMT
-  Document emailed to pfeighali@santafenm.gov for signature
2024-03-06 - 8:22:32 PM GMT
-  Email viewed by pfeighali@santafenm.gov
2024-03-06 - 8:23:29 PM GMT
-  Signer pfeighali@santafenm.gov entered name at signing as Patricia Feghali
2024-03-06 - 8:23:46 PM GMT
-  Document e-signed by Patricia Feghali (pfeighali@santafenm.gov)
Signature Date: 2024-03-06 - 8:23:48 PM GMT - Time Source: server
-  Agreement completed.
2024-03-06 - 8:23:48 PM GMT

24-0279 New Mexico Department of Cultural Affairs, NM Arts Division

Final Audit Report

2024-04-08

Created:	2024-04-06
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZU1h6xfUpkN_rmsXZ-mdSI_ffewac0pL


"24-0279 New Mexico Department of Cultural Affairs, NM Arts Division" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
2024-04-06 - 0:32:56 AM GMT- IP address: 63.232.20.2
-  Document emailed to jwblair@santafenm.gov for signature
2024-04-06 - 0:34:07 AM GMT
-  Email viewed by jwblair@santafenm.gov
2024-04-06 - 1:44:47 AM GMT- IP address: 76.113.49.66
-  Signer jwblair@santafenm.gov entered name at signing as John Blair
2024-04-06 - 1:45:04 AM GMT- IP address: 76.113.49.66
-  Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2024-04-06 - 1:45:06 AM GMT - Time Source: server- IP address: 76.113.49.66
-  Document emailed to Chelsey Johnson (cxjohnson@santafenm.gov) for signature
2024-04-06 - 1:45:08 AM GMT
-  Email viewed by Chelsey Johnson (cxjohnson@santafenm.gov)
2024-04-07 - 3:12:46 PM GMT- IP address: 98.97.57.237
-  Document e-signed by Chelsey Johnson (cxjohnson@santafenm.gov)
Signature Date: 2024-04-07 - 3:13:00 PM GMT - Time Source: server- IP address: 98.97.57.237
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature
2024-04-07 - 3:13:02 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2024-04-08 - 7:09:10 PM GMT- IP address: 104.47.64.254



 Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)

Signature Date: 2024-04-08 - 7:09:17 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2024-04-08 - 7:09:17 PM GMT