

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 07/08/2015
ITEM FROM FINANCE COMMITTEE MEETING OF 06/29/2015

ISSUE:

7. Request for Approval of Grant Award for \$6,323 and Budget Adjustment Request for FY 15/16 – Funding to Support Public Programs at the Arts Commission Community Gallery. New Mexico Arts. (Julie Bystrom)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

FUNDING SOURCE: 51105.490280

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	Excused		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

06/29/2015

City of Santa Fe, New Mexico

memo

DATE: June 17, 2015

TO: Finance Committee

VIA: Randy Randall, Executive Director, TOURISM Santa Fe
Debra Garcia y Griego, Director, Arts Commission 

FROM: Julie Bystrom, Project Specialist, Arts Commission

ITEM & ISSUES

Request for approval to accept a \$6,323 grant from New Mexico Arts to fund public programs at the Arts Commission Community Gallery inside the Santa Fe Community Convention Center.

BACKGROUND & SUMMARY

In October 2014, a grant application was submitted to New Mexico Arts requesting funding to support public programs at the City's Community Gallery. 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 community to engage with the arts.

New Mexico Arts funds will be used to support:

- Four themed exhibits featuring the work of exclusively local artists;
- An ongoing, rotating exhibit of installation art highlighting the work of Santa Fe artists;
- Free public workshops and demonstrations for artists and the public; and
- Professional development classes for local arts on topics such as social media, art law, public relations, websites, pricing and other critical business skills for artists.

The required match has been budgeted in the current fiscal year.

ACTION REQUESTED

Please accept the \$6,323 grant from New Mexico Arts. The grant was already budgeted for FY 15/16, but was less than anticipated. Therefore, revenue line item 51105.490280 needs to be reduced by \$502.

15.06.059

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME				DATE
Community Services/Arts Commission				06/18/2015
ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER <small>(Finance Dpt. Use Only)</small>	INCREASE	DECREASE
Revenue	51105.490280			502.00
JUSTIFICATION: <i>(use additional page if needed)</i>			TOTAL	502.00 502.00

Please decrease revenue line 51105.490280, FY 14-15 New Mexico Grant was decreased by ~~\$520,502.00~~

Julie Bystrom <i>Julie Bystrom 6/18/15</i> Prepared By Date	CITY COUNCIL APPROVAL City Council Approval Required <input type="checkbox"/> City Council Approval Date <input type="text"/> Agenda Item #: <input type="text"/>	<i>Cal Brien 6/19/15</i> Budget Officer Date
Debra Garcia y Griego <i>Debra 6/18/15</i> Division Director Date		Finance Director Date
Randy Randall <i>Randy 6/18/15</i> Department Director Date		City Manager Date

ARTS SERVICES CONTRACT

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

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

I. State Funds. Contractor hereby accepts the terms of this arts services contract (hereinafter known as the "Contract") for the amount of \$6323.00 from Agency (the "State Funds"). The State Funds shall fund the programs and services listed on the "Schedule of Programs and Services" that is incorporated herein, to further the purposes of the Agency as set forth in NMSA 1978, §§ 18-5-1 to -7 (1965, as amended through 2004).

II. Term. Contract period shall extend from the date of Contract approval by Agency or July 1, 2015, whichever date is later, to May 31, 2016.

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

A. Matching Funds.

Contractor shall provide matching funds in the amount of at least \$3161.50, of which at least \$1580.75 must be in cash. Contractor is not permitted to use funds paid directly from the National Endowment for the Arts or other federal agencies to Contractor as a cash match.

B. Art Services.

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

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

Contractor should: 1) send a thank you letter, no later than November 10, 2015, to the Governor and the Contractor's local state senator(s) and representative(s); and 2) send a copy of each letter to Agency for placement in Contractor's file.

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

E. New Mexico Arts Acknowledgment.

Contractor shall include the following acknowledgment of support, word for word, in any visual publicity for the Programs and Services ("Visual Publicity"). "Visual Publicity" includes all printed and electronic programs, posters, playbills, announcements, and releases to the news media, etc. Contractors in the Arts Trails Category should use the Arts Trails logo first, then the New Mexico Arts logo as space allows:

"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 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. Art works."

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 and Oral Publicity, and the entity with whom Contractor placed an advertisement fails to include the credit lines, Agency will not consider Contractor to have violated of this Contract.

F. Limitations on the Use of State Funds.

1. Contractor shall expend the funds provided by the Contract only for the Programs and Services and as described in the Contractor's budget attached to this Contract ("Budget") and subsequently approved by the Agency.
2. Contractor shall expend State Funds and/or such matching funds as are required 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, 2015.**
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.
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. Contractor shall reimburse the Agency for all misapplied State Funds within thirty (30) days of receipt of official notification letter from Agency. In addition, Agency reserves the right to seek additional relief for damages and any other remedies available at law or in equity.

G. 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. Contractor may submit partial invoices during the Contract Term ("Interim Invoices"), but shall submit no more than four Interim Invoices total. Contractor shall submit a brief narrative report with each Interim Invoice.
2. Final Invoice. **Contractor must submit a Final Invoice and a Final Report when the Contractor completes the Programs and Services and before June 15, 2016.** Contractor must request at least twenty percent (20%) of the total State Funds in its Final Invoice. **If the Contractor does not submit the Final Invoice and Final Report by June 15, 2016, the Agency shall not reimburse Contractor any additional State Funds and Contractor may be ineligible for funding the following year**
3. Contractor shall make ALL invoices on a reimbursement basis and shall submit invoices in accordance with applicable invoice form instructions. Agency will not pay requests made with incomplete Invoice or Final Reports.

H. 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 three (3) years. Agency and its agents and employees, as well as the State Auditor, shall have the right, at any and all times during regular business hours and with reasonable advance notice, to examine and inspect all of Contractor's records and accounts for the purpose of investigating and verifying the accuracy of any statement provided to Agency. Records required pursuant to this Contract shall be produced by Contractor at a state office location in Santa Fe as designated by the Agency. In addition, the Agency shall have the right to audit billings both before and after payment. Furthermore, payment under this Contract shall not foreclose the right of the Agency to recover excessive and/or illegal payments.
2. Contractor shall maintain and keep intact records to demonstrate that matching and cost sharing contributions are at least the amount indicated in the attached Estimated Revised Budget, or any revision thereof which is approved by Agency. Contractor shall also secure and maintain written proof of both the value and type of "in-kind" contributions.
3. Audits. In accordance with the federal Office of Management and Budget Circular A-133, any organization that expends \$500,000 or more in total federal awards during its fiscal year is required to complete an audit within nine (9) months of the end of the audit period. If this applies to Contractor, Contractor must forward the independent audit to the Agency within thirty (30) days of completion.

I. Charitable Organizations and Solicitations Act.

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

J. Assurances as to Compliance with Labor Standards under 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 Secretary of Labor that:

1. All professional performers and related or supporting professional personnel (other than laborers or mechanics with respect to whom labor standards are prescribed in Subsection (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 Secretary of Labor through any appropriate action at law or in equity in any court of competent jurisdiction.

IV. Copyright

While Contractor shall own the copyright to works resulting from activities funded under this Contract, Contractor grants the State of New Mexico and the federal government a non-exclusive license to use and reproduce any 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 the notice. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor if Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement, or other crime due to misuse of state funds or due to Agency lack of funds described in the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE ANY OF THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES DERIVED FROM CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*
- B. **Contractor Termination.** Contractor may terminate this Contract with thirty (30) days' notice to Agency.
- C. **Parties' Responsibilities upon Termination.** Contractor shall submit an invoice for completed work within thirty (30) days of receiving or sending the notice of termination. Except as otherwise allowed or provided under this Agreement, Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination. Regardless the terminating party, Contractor shall complete work promised that is scheduled before the date of termination. *In other words,* a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement.

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 within a month or performers' name changes do not require an amendment, but the Contractor must still submit them to the New Mexico Arts Division for approval in order to receive reimbursements. Changes to the type of programs included in the Programs and Services are not minor changes and they do require written amendments, signed by both parties.

B. **Status of Contractor.**

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

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. **Independent Contractor.**

Contractor does not have the authority to bind the State of New Mexico.

F. **Conflict of Interest.**

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. Contractor certifies that 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.

G. **Penalties**

The Procurement Code, NMSA 1978, §§ 13-1-28 to -199 (1984, as amended through 2015), imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

H. **Liability**

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

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

I. **New Mexico Employees Health Coverage.**

1. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least twenty (20) hours per week over a six (6) month period during the

term of the contract, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2011, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

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

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

J. Employee Pay Equity Reporting

Contractor agrees that if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If Contractor has two hundred fifty (250) or more employees, Contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year or are extended beyond one (1) calendar year, Contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, to complete and submit such forms at the completion of the contract, whichever comes first. Should Contractor not meet the size requirement for reporting at contract award but subsequently grows such that it meets or exceeds the size requirement for reporting, Contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

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

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

K. 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.

Revised Budget Estimate

Please round figures to the nearest dollar.

INCOME	Cash Income	NM Arts	In-Kind
A. Revenue - Earned Income			
1 Admissions	\$0		\$0
2 Contracted Services Revenue	\$0		\$0
3 Other Revenue	\$4,729		\$0
B. Support			
1 Corporate Support	\$0		\$0
2 Foundation Support	\$0		\$0
3 Other Private Support	\$6,200		\$0
4 Government Support			
Federal non-NEA	\$0		\$0
National Endowment for the Arts	\$0		\$0
State/Regional, not NM Arts	\$0		\$0
Local	\$87,073		\$0
C. Applicant Cash	\$0		\$0
D. Subtotal Cash Income	\$98,002		\$0
E. New Mexico Arts Contract Amount		\$6,323	
F. Total Income	\$104,325		

EXPENSES	Expenses	NMA Share	In-Kind
	do not include NMA		total = INK income above
A. Personnel			
1 Administrative Salaries & Benefits	\$41,747	\$3,161	\$0
2 Artistic Salaries & Benefits	\$41,748	\$3,162	\$0
B. Contracted Fees & Services			
1 Administrative	\$0	\$0	\$0
2 Artistic	\$6,250	\$0	\$0
C. Travel	\$0	\$0	\$0
D. Marketing & Public Relations	\$350	\$0	\$0
E. Remaining Operating Expenses			
1 Rent/Mortgage (NMA cannot be mortgage)	\$0	\$0	\$0
2 Materials/Supplies	\$1,650	\$0	\$0
3 Remaining Expenses (phone, postage, etc.)	\$6,257	\$0	\$0
F. Total Each Column	\$98,002	\$6,323	\$0
G. Total Cash Expenses	\$104,325		

SCHEDULE OF PROGRAMS & SERVICES

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

Contractor must notify its New Mexico Arts Program Coordinator in writing at any time there is a significant change or deletion in programming dates for which Contractor plans to spend FY16 contract funds.

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

During the grant period, we will present our 8th year of programming in the Gallery. The project will include themed and community-based exhibits, panels and workshops, and professional development classes. All programs are offered free of charge in the Community Gallery, located inside the Santa Fe Community Convention Center in downtown Santa Fe.

Exhibit Series in its 8th year:

- “Common Ground,” annual exhibit of 80 local artists exploring life in modern Santa Fe, September-October 2015.
- Art of the Santa Fe Public Schools, an exhibit presented in partnership with the Santa Fe Public Schools featuring the work of 150 K-12 student artists from 26 schools throughout the district, October 2015.
- “The Three Muses*,” a juried exhibit exploring the intersection of art, literature and science with work from approximately 30 local artists, November 2015- January 2016.
- Art of Higher Learning*, presented in partnership with the Santa Fe University of Art & Design, Santa Fe Community College and the Institute of American Indian Art, displaying work produced by degree-seeking students, curated by a team of arts facility, local artists and gallerists, January-February 2016.
- “Byte Sized*,” a juried exhibit featuring the latest in digital art produced by approximately 20 local artists, February-May 2016.
- New Mexico School for the Arts Annual Senior Exhibit, presented in partnership with the NMSA, graduating visual arts student create and install their final exhibit, May 2016.

*Themes under consideration.

Panels/Workshops:

Six to ten panel discussions and/or hands on workshops in conjunction with themed exhibits presented by local artists, organizations and experts in their field. Each program provides an opportunity for artists and the public to explore exhibit themes on a deeper level, discuss related social and policy issues, and/or learn new skills/techniques.

Professional Development Classes

A series of classes based on artists’ professional development needs, including topics such as: Copyright Law; Artist Contracts; Social Media Marketing; Introduction to Public Relations; Gallery Etiquette; Participating in Creative Tourism; and more. March-May 2016.

Signature Page for New Mexico Arts – Arts Services Contract

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

For the Contractor:

Organization Name City of Santa Fe dba City of Santa Fe Arts Commission

Mailing Address (include zip) PO Box 909, Santa Fe, NM 87504

Physical Address (include zip) 100 Lincoln Ave, Santa Fe, NM 87501

Organization Phone 505-955-6707 Fax: NA

Website Address(if any) SantaFeArtsCommission.org

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

PD Signature _____ Date _____

Project Director Name & Title (please print) Debra Garcia Briego, Director

PD Mailing Address (include zip) PO Box 909, Santa Fe, NM 87504

PD Phone 505-955-6707 Fax: NA

PD E-mail Address degarcia@santofenm.gov

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

AO Signature _____ Date _____

AO Name & Title (please print) Brian K. Snyder, City Manager

AO Mailing Address (include zip) PO Box 909, Santa Fe, NM 87504

AO Phone 505-955-6848 Fax: 505-955-6683

AO E-mail Address bksnyder@santofenm.gov

For Department of Cultural Affairs:

Loie Fecteau
Executive Director, New Mexico Arts
As authorized by Cabinet Secretary Veronica N. Gonzales

Linda Underwood, Operations Director/Fiscal Officer,
Budgetary Sufficiency

Date

Date

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

MDM _____ *6/18/15*
KELLEY BRENNAN
CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

1 **FOR: ORIGINAL CONTRACT** or **CONTRACT AMENDMENT**

2 Name of Contractor New Mexico Arts

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$6,323.00

Termination Date: June 30, 2016

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Funding of public programs in the City of Santa Fe Community Gallery

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 Procurement Method of Original Contract: (complete one of the lines)

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

6 Procurement History: _____
example: (First year of 4 year contract)

7 Funding Source: 51105 and 52104 BU/Line Item: 4902B0 and 510300

8 Any out-of-the ordinary or unusual issues or concerns:

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Julie Bystrom
Phone # _____ -6707

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments: _____