

City of Santa Fe, New Mexico

memo

DATE: July 1, 2014

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 \$6,826 grant from New Mexico Arts to fund public programs at the City of Santa Fe Community Gallery at the Santa Fe Community Convention Center.

BACKGROUND & SUMMARY

In October 2013, 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 \$6,826 grant from New Mexico Arts. Because the grant was already budgeted in 51105.490280 and estimated to be \$6,167. Please increase both revenue line item 51105.490280 and expense line 52104.510300 by \$700.

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 \$6,826.00 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 to May 31, 2015.

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 \$3413.00, of which at least \$1706.50 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.

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

Contractor should: 1) send a thank you letter, no later than November 10, 2014, 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 Schedule of 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:

"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. "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.

For oral publicity, such as radio or announcements at events, Contractor should use the following statement, word for word. "Oral publicity" shall include 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, 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.

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 Report forms.

H. Accounting, Records, and Reports.

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. Periodic Reports. Contractor shall submit reports of expenditures and such other financial and descriptive reports as the Agency may require on the appropriate forms.
4. Final Reports. Contractor shall submit the complete, four-page Final Report packet, with a Final Invoice, **TO AGENCY NO LATER THAN JUNE 12, 2015. Failure to submit the Final Report packet on time may make the Contractor ineligible for funding the following year and shall result in the loss of the balance of State Funds under this Contract.**

Contractor may submit a Final Invoice and Final Report at any time during the Contract period and after the last scheduled event to which Contractor applied State Funds are is complete.

5. Audits. In accordance with the federal Office of Management and Budget Circular A-133, any organization that expends \$500,000 or more in total federal awards during its fiscal year is required to complete an audit within nine (9) months of the end of the audit period. Contractor must forward the independent audit to the Agency within thirty (30) days of completion.

I. Charitable Organizations and Solicitations Act.

- 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.

V. Miscellaneous Provisions

A. 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.

B. 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.

C. 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.

D. Independent Contractor.

Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express advanced written authority to do so by the Agency, and then only within the strict limits of that authority.

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 performance or services required under the Agreement. Contractor certifies that 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 have been followed.

F. Penalties

The Procurement Code, NMSA 1978, §§ 13-1-28 to -199 (1984, as amended through 2013), 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 connections with this Agreement. Any liability incurred in connections with this Agreement is subject to the

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.

U. 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.

The remainder of this page is intentionally left blank.

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 Arts Commission
Mailing Address (include zip) P.O. Box 909, Santa Fe, NM 87504-0909
Physical Address (include zip) 201 W. Marcy Street
Organization Phone (505) 955-6707 Fax: (505) 955-6685
Website Address (if any) www.SantaFeArtsCommission.org

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

PD Signature _____ Date _____
Project Director Name & Title (please print) Executive Director, Arts Commission
PD Mailing Address (include zip) PO Box 909, Santa Fe, NM 87504-0909
PD Phone (505) 955-6707 Fax: (505) 955-6685
PD E-mail Address degarcia@santafenm.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 87504-0909
AO Phone (505) 955-6848 Fax: (505) 955-6683
AO E-mail Address bksnyder@santafenm.gov

For New Mexico Arts:

Loie Fecteau
Executive Director, New Mexico Arts

Greg Geisler
DCA-CFO/ASD Director, Budgetary Sufficiency

Date

Date



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: \$6,826.00

Termination Date: May 31, 2015

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: 490280 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:

Large empty rectangular box for comments.

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME Community Services/Arts Commission				DATE 08/08/2012
ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER <small>(Finance Dpt. Use Only)</small>	INCREASE	DECREASE
Revenue	51105.490500		700.00	
Professional Services	52104.510300		700.00	
JUSTIFICATION: <i>(use additional page if needed)</i>			TOTAL	1,400.00

Please increase revenue line and professional services. FY 14-15 New Mexico Grant was increased by \$700.

Julie Bystrom <i>[Signature]</i> 6/30/14 Prepared By Date Debra Garcia y Griego <i>[Signature]</i> 7/1/14 Division Director Date Randy Randall <i>[Signature]</i> 7/1/14 Department Director Date	CITY COUNCIL APPROVAL City Council <input type="checkbox"/> Approval Required City Council Approval <input type="checkbox"/> Date Agenda Item #: <input type="text"/>	<i>[Signature]</i> 7/8/14 Budget Officer Date <i>[Signature]</i> 7/8/14 Finance Director Date City Manager Date
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