Agenda Item Form

Agenda Date: 09/28/04

Districts Affected: All
Dept. Head/Contact Information: Deborah Hamlyn, Deputy City Manager 541-4242

Type of Agenda Item:

- ☒ Resolution
- ☐ Tax Installment Agreements
- ☐ RFP/ BID/ Best Value Procurement
- ☐ Application for Facility Use
- ☐ Interlocal Agreements
- ☐ Other _____
- ☐ Staffing Table Changes
- ☐ Tax Refunds
- ☐ Budget Transfer
- ☐ Bldg. Permits/Inspection
- ☐ Contract/Lease Agreement
- ☐ Board Appointments
- ☐ Donations
- ☐ Item Placed by Citizen
- ☐ Introduction of Ordinance
- ☐ Grant Application

Funding Source:

- ☒ General Fund
- ☒ Grant (duration of funds: 12 Months)
- ☐ Other Source: _____

Legal:

☒ Legal Review Required Attorney Assigned (please scroll down): John Nance ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:
That the Mayor be authorized to sign 26 contracts with local arts organizations for the 2005 Direct Funding program on behalf of the Arts and Culture Department, to be funded through the FY2005 Direct Funding Program of the Arts and Culture Department, as recommended by the Arts and Culture Department Advisory Board and Staff. Funds will be provided from the Arts and Culture Department (ACD) and the Texas Commission on the Arts (TCA). All Districts.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:
$149,651 from Arts and Culture 2005 budget and $35,000 awarded to the ACD by the TCA for sub-granting total cost $184,651.

Statutory or Citizen Concerns:
NONE

Departmental Concerns:
NONE

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign the following contracts on behalf of the Arts and Culture Department, to be funded through the FY2005 Direct Funding Program of the Arts and Culture Department, as recommended by the Arts and Culture Department Advisory Board and Staff. Funds will be provided from the Arts and Culture Department (ACD) and the Texas Commission on the Arts (TCA). All Districts.

	ACD	TCA	TOTAL
1. El Paso Opera	$10,353	$2,573	$12,926
2. El Paso Pro-Musica	$14,562	$3,461	$18,023
3. El Paso Symphony Orchestra	$10,591	$2,632	$13,223
4. Aardvark Theatre	$5,117	$0	$5,117
5. Community Empowerment Through Education/Border Senses Intergenerational Art Development Program	$4,760	$0	$4,760
6. Bridge Center for Contemporary Art/ Chamizal Independent Film Festival	$5,176	$0	$5,176
7. Chamizal National Memorial/Siglo de Oro	$5,176	$0	$5,176
8. Chamizal National Memorial/Festival	$0	$3,499	$3,499
9. Creative Kids	$7,587	$2,177	$9,764
10. Theatre, Inc./Danzas Españolas Una Noche en España	$2,070	$0	$2,070
11. El Paso Association for the Performing Arts	$5,295	$0	$5,295
12. El Paso Community College Arts and Communication Division-Spring Arts Festival	$4,331	$1,227	$5,558
13. El Paso Friends of Jazz Society	$1,876	$508	$2,384
14. El Paso Playhouse Kids-n-Company	$5,117	$0	$5,117
15. El Paso Sungold Sweet Adelines	$1,705	$0	$1,705
16. El Paso Wind Symphony	$9,207	$0	$9,207
17. Gilbert & Sullivan Company of El Paso	$2,471	$868	$3,339
18. International Hispanic Cultural Institute/ El Paso Latino Arts Festival	$9,207	$3,461	$12,668
19. Project Change/Victory Warriors Drill Academy	$4,938	$0	$4,938
20. Project Vida Arts Program	$5,057	$754	$5,811
21. Sun City Chorale/El Paso Chorale	$5,295	$2,603	$7,898
22. Showtime El Paso	$5,176	$0	$5,176
23. Theatre, Inc.	$9,515	$3,577	$13,092
24. UTEP/Art Department Visiting Artists and Exhibition Series	$5,236	$2,603	$7,839
25. UTEP/Language and Linguistics Department 10th Contemporary Mexican Literature Conference	$4,776	$2,543	$7,319
26. UTEP/Union Programs Office-Wednesday Music Café	$5,057	$2,514	$7,571
TOTALS:	**$149,651**	**$35,000**	**$184,651**

PASSED AND APPROVED this 28th day of September, 2004.

SIGNATURES ON FOLLOWING PAGE

CITY OF EL PASO

Joe Wardy, Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Deborah Hamlyn, Deputy CAO
Quality of Life Services

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28TH day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **EL PASO OPERA**, an IRS Section 501 (c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004,and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates TEN THOUSAND, THREE HUNDRED FIFTY-THREE AND NO/100 DOLLARS ($10,353.00) in funding from the City's Arts and Culture Department (ACD) and TWO THOUSAND, FIVE HUNDRED SEVENTY-THREE AND NO/100 DOLLARS ($2,573.00) in funding from the Texas Commission on the Arts (TCA), for a Total of TWELVE THOUSAND, NINE HUNDRED TWENTY-SIX AND NO/100 DOLLARS ($12,926.00) to provide the Contractor with **OPERATIONAL SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope, artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered invoice dated no earlier than the completion of the Project or the completion of the final report, including all receipts that document actual expenditures for the (i) total award of ACD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (Invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract. If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever is first.

6. If the Contractor has submitted the optional mid-year report and invoice, the City shall compensate the Contractor in two equal installments each of which will be in the amount of SIX THOUSAND, FOUR HUNDRED SIXTY-THREE AND NO/100 DOLLARS ($6,463.00). The first installment (50% of the combined total award from City and TCA funds) will be payable upon acceptable completion and submission of an invoice and the mid-year report (one

original and one copy) and copies of receipts representing at least 50% of total award amount, due on March 15, 2005, for the period ending February 28, 2005. The second installment (the remaining 50% of the combined total award from City and TCA funds) -- or the entire compensation amount, if no mid-year report has been submitted -- will be payable upon submission of the invoice and final report due on September 15, 2005, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. The final report form is available from the Arts and Culture Department. Total compensation will be TWELVE THOUSAND, NINE HUNDRED TWENTY-SIX AND NO/100 DOLLARS ($12,926.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide a numbered and dated invoice and one original and one copy of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The entire compensation amount from ACD and TCA will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity. This form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE TEXAS COMMISSION ON THE ARTS." The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments.** For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public artworks (i.e. murals, outdoor sculpture) the credit line shall be included in invitations

and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the mid-year report and the final report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this Contract unless otherwise herein authorized.

10. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO THE ARTS AND CULTURE DEPARTMENT, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

11. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character, and by whomsoever suffered or asserted occasioned by or in connection with any services

performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

12. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action, which might arise from use of any such materials.

13. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

14. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY:	City of El Paso Attention: Mayor's Office Two Civic Center Plaza 10th Floor El Paso, Texas 79901-1196
COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
CONTRACTOR:	El Paso Opera P.O. Box 220350 El Paso, Texas 79913

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154); Federal Debt Status (OMB Circular A-129); Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.); State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor

standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR:
EL PASO OPERA

Signature: Mary F. Heins

Print Name: Mary F. Heins

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: James R. Murphy

Title: Project/Executive Director

APPROVED AS TO FORM:

_____

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

_____

Deborah Hamlyn, Deputy CAO
Quality of Life Services

UPON NOTIFICATION OF FUNDING, all applicants **MUST SUBMIT** THE first 4 page of this Application Amendment with ORIGINAL SIGNATURES to reflect actual funding awarded to the project. Category I organizations submit also pages 5 and 6 THIS AMENDMENT WILL BE ATTACHED TO THE CONTRACT.

☒ ACD Funding Program **AND/OR** ☒ TCA Funding Program ☐ Umbrella Project

☒ Category I ☐ Category II

ORGANIZATION'S FISCAL YEAR: Begin 7/1/4 End 6/30/5
Mo. Day Year Mo. Day Year

EXACT DATES OF THIS PROJECT: Begin 9/1/4 End 5/30/5
Mo. Day Year Mo. Day Year

Legal Name of Applicant Organization The Opera Company, Inc.
Umbrella Covered Entity (if applicable) _____
Department (if applicant is Educational Institution) _____
Mailing Address including Zip Code P.O. Box 220350, El Paso, Texas 79913
Street Address including Zip Code 1035 Belvidere, #100, El Paso, TX 79912
Phone # 915-581-5534 ..... Fax: 915-581-2243
E-mail epopera@aol.com .....Federal Employer's Identification Number 74-2648245

Describe the Project. **Be specific.**

EPO's 11th Season : Principal vocalists chosen through local and national auditions combine with vocalists in the El Paso Chorale to produce four performances at the Abraham Cavez Theatre. Productions include Spanish/English supertitles to complement the bicultural audience. The season productions will include Tosca in the Fall and Cosi fan Tutte in the Spring.

El Paso Opera Opera on Wheels will perform a condensed version of Mozart's opera The Magic Flute to local 3rd and 4th grade classes in artistically underserved schools. Each spring, a vocalist for the Artists in the schools provide informances containing classical singing for middle and highschool students as well as college students. Youth Night at the Opera brings 3,000 young people to opera mainstage performances.

How will the awarded funds be used? Describe Be specific

ACD AWARD $10,353 TCA AWARD $2573
1. ACD Artist fees TCA 1. Artist fees
2. ACD _____ TCA 2. _____
3. ACD _____ TCA 3. _____

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

Check one of the following:

☐ There will be **NO** changes to the project as described in the original application for funding.

☒ There will be **minor** changes. Explain on an attachment any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may **NOT** be significantly altered and must conform to the intent of the original application, **including project dates and locations**.

We hereby certify that the statements contained in this report are true and correct and represent the complete accounting of this project to the best of our knowledge. **NOTE: Please use BLUE ink for signatures, and PRINT YOUR COMPLETE LEGAL NAME**

Authorized Official/Board Chair Signature — Complete Legal Name (print) Mary F. Heins — Date 9/16/04

Project/Executive Director – Signature — Complete Legal Name (print) Prentice Loftin — Date 9/15/04

Financial Information is for ☒ ACD Funding **AND/OR** ☒ TCA Funding

ROUND FIGURES TO NEAREST DOLLAR.

1. CASH from Prior Year(s) or Organizational Funds Available for this Project	$
Total Cash Available	**$0**
2. EARNED INCOME	
a. Admission charges, subscriptions, box office	$334,104
b. Concessions, sales, parking, publications, advertisers, etc.	$30,000
c. Tuition, class/workshop fees	$
d. Contracted services (performances, exhibitions, etc.)	$6,000
e. Interest on investments, endowments	$300
f. Rental income	$
g. Other earned income (specify) _____	$1,000
Total Projected Earned Income	**$371,404**

3. UNEARNED INCOME Mark **P** for Pending or **C** for Committed

GOVERNMENT SUPPORT (Itemize)

a. Local Government (**Not** including this request)	$6,000	P☒	C☐
b. Hotel/Motel tax	$	P☐	C☐
c. Other city (**Not** Hotel/Motel tax)	$	P☐	C☐
d. County/Regional	$	P☐	C☐
e. State (**Not TCA**)	$	P☐	C☐
f. Funding Directly from TCA	$10,000	P☒	C☐
g. Federal NEA ☐ NEH ☐ Other _____	$	P☐	C☐
h. Other (specify) school districts	$12,000	P☒	C☐

PRIVATE SUPPORT (Itemize)

a. Fundraising	$72,882	P☐	C☒
b. Individual contributors/sponsors	$95,000	P☒	C☐
c. Memberships	$	P☐	C☐
d. Corporations/Businesses	$90,000	P☒	C☐
e. Foundations	$60,000	P☒	C☐
f. Other (specify) _____	$	P☐	C☐
Total Unearned Income	**$345,882**		

CASH RESOURCES (Total of Sections 1, 2, and 3 above	**$717,286**
Must equal Column A on Page 3 EXPENSES	
ACD FUNDING AWARDED	**$10353**
Must equal Column B on Page 3 EXPENSES	
TCA FUNDING AWARDED	**$2,573**
Must equal Column C on Page 3 EXPENSES	
TOTAL CASH RESOURCES	**$730,212**
Must equal Column D on Page 3 EXPENSES	

RECEIPTS WILL BE REQUIRED FOR FINAL REPORT

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES

	A Cash +	B ACD Funding +	C TCA Funding =	D TOTAL (A+B+C)
1. ORGANIZATIONAL PERSONNEL				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative _____	$115,000	$	$	**$115,000**
b. Artistic _____	$66,360	$	$	**$66,360**
c. Technical _____	$	$	$	**$0**
d. Other (Specify)_____	$	$	$	**$0**
e. Fringe Benefits	$20,000	$	$	**$20,000**
Total Organizational Personnel	**$201,360**	**$0**	**$0**	**$201,360**
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	$	$	$	**$0**
ii. Artistic	$160,000	$	$	**$160,000**
iii. Technical	$75,000	$	$	**$75,000**
b. Space Rental	$25,000	$	$	**$25,000**
c. Travel and Transportation	$20,000	$	$	**$20,000**
d. Other (Specify) _____	$	$	$	**$0**
Total Implementation	**$280,000**	**$0**	**$0**	**$280,000**
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	$45,000	$	$	**$45,000**
b. Shipping	$16,000	$	$	**$16,000**
c. Supplies and Materials	$15,000	$	$	**$15,000**
d. Exhibition Rental Fee	$	$	$	**$0**
e. Marketing and Promotion	$70,000	$	$	**$70,000**
f. Printing	$3,000	$	$	**$3,000**
g. Insurance	$6,000	$	$	**$6,000**
h. Production or Exhibit Costs	$30,000	$	$	**$30,000**
educ costs	$15,000	$	$	**$15,000**
i. Other Expenses (Specify)	$	$	$	**$0**
_____	$23,000	$	$	**$23,000**
j. Other Artistic Fees	$12,926	$10,353	$2,573	**$25,852**
Total Misc. Operating Expenses	**$235,926**	**$10,353**	**$2,573**	**$248,852**
TOTAL EXPENSES (Sections 1, 2, & 3 above)	**$717,286**	**$10,353**	**$2,573**	**$730,212**

******PLEASE CHECK CAREFULLY******
YOUR TOTALS ON PAGE 2 SHOULD BE THE SAME AS THE ABOVE TOTALS.

3-YEAR ***Short Form*** **FOR BOTH CATEGORY I AND II APPLICANTS**

The information below is for The Opera Company, Inc.
(NAME OF ORGANIZATION, DEPARTMENT OR PROJECT)

APPLICANT ORGANIZATION'S FISCAL YEAR: 7 / 1 to 6 / 30
MONTH DAY MONTH DAY

	Previous Fiscal Year **Actual Figures**	**Current** Fiscal Year **Approved Budget**	**Next** Fiscal Year **Projected Budget**
Total Income (all sources)	**$$633,896.00**	**$$730,212.00**	**$$764,000.00**
Total Expenses	**$$654,302.00**	**$$730,212.00**	**$$764,000.00**
Total In-Kind	**$$152,000.00**	**$$155,000.00**	**$$158,000.00**
Funding through City (ACD &/or TCA)	**$$15,941.00**	**$$12,926.00**	**$$11,000.00**
Funding directly from TCA	**$$5,864.00**	**$$10,000.00**	**$$10,000.00**

Organizations with annual operating revenues of **$300,000 or more** applying for **Category I** must also update the previously submitted **3-YEAR/Long Form - Income and Expenses, (pages 10 & 11 on original application).**

If you are also applying directly to TCA for other funding categories, make sure your 3 YEAR/Long Form Income and Expenses (pages 10 – 11) are the same figures that you submit to the TCA. The TCA does a yearly audit our Direct Funding files.

Long Form totals should be transferred to the Short Form* (above*).

Entities of government (including government-funded educational institutions) do **not** need to complete the 3-YEAR/Long Form.

FOR CATEGORY I ONLY
City of El Paso ACD **3-YEAR Long Form - *INCOME* - Page 5**

(NOT for umbrella organizations or entities of government, including government-funded educational institutions.)

THIS FORM IS FOR ORGANIZATIONS WITH MINIMUM ANNUAL OPERATING REVENUES OF $300,000 APPLYING FOR CATEGORY I ONLY. **LONG FORM TOTALS SHOULD BE TRANSFERRED TO THE 3-YEAR/Short Form on Page 4.**

Organization Name: The Opera Co., Inc.

Use figures for organization's fiscal year

INCOME A. EARNED INCOME:	1. Previous Fiscal Year Actual Figures	2. Current Fiscal Year Approved Budget	3. Next Fiscal Year Projected Budget
a. Admission charges, subscriptions, box office	$318,778	$334,104	$347,000
b. Concessions, sales, parking, publications, advertising, etc.	$36,905	$30,000	$35,000
c. Tuition, class/workshop fees	$	$	$
d. Contracted services (performances, exhibitions)	$3,219	$6,000	$6,000
e. Interest on investments, endowments	$209	$300	$500
f. Rental income	$	$	$
g. Other earned income (specify) ____	$	$	$
misc	$	$1,000	$1,000
____	$	$	$
Total Earned Income	$359,111	$371,404	$389,500
B. UNEARNED INCOME:			
Government Support			
a. Local government (Not this grant)	$4,400	$6,000	$6,000
b. Funding through City's ACD (This grant)	$15,941	$12,926	$11,000
(for those included as a separate line item)			
c. Hotel/Motel Tax	$	$	$
d. Other city (Not Hotel/Motel Tax)	$	$	$
e. County/Regional	$5,600	$	$
f. State (Not TCA)	$	$	$
g. Funding directly from TCA	$5864	$10,000	$10,000
h. Federal: NEA☒ NEH ☐ Other ☐	$15,000	$	$15,000
i. Other earned income (specify) school districts	$12,000	$12,000	$12000
Private Support			
a. Fundraising/Benefits	$75,000	$72,882	$75,000
b. Individual contributors/sponsors	$52,923	$95,000	$95,000
c. Memberships	$	$	$
d. Corporations/Businesses	$40,705	$90,000	$90,000
e. Foundations	$36,150	$60,000	$60000
f. Restricted Funds	$16,118	$	$
g. Other (Specify) ____	$	$	$
Total Unearned Income	$279,701	$358,808	$374,000
TOTAL INCOME (EARNED & UNEARNED)	$638,812	$730,212	$763,500

FOR CATEGORY I ONLY

City of El Paso ACD **3-YEAR Long Form - *EXPENSES* - Page 6**

(NOT for umbrella organizations or entities of government, including government-funded educational institutions.)

THIS FORM IS FOR ORGANIZATIONS WITH MINIMUM ANNUAL OPERATING REVENUES OF **$300,000** APPLYING FOR CATEGORY I ONLY. **LONG FORM TOTALS SHOULD BE TRANSFERRED TO THE 3-YEAR/Short Form on Page 4.**

Organization Name: The Opera Co. Inc.

Use figures for organization's fiscal year

EXPENSES	1. Previous Fiscal Year Actual Figures	2. Current Fiscal Year Approved Budget	3. Next Fiscal Year Projected Budget
a. Permanent Staff Salary & Wages			
i. administrative (# Staff? _____)	$132,398	$115,000	$125,000
ii. artistic (# _____)	$	$66,360	$70,000
iii. technical (#Staff? _____	$	$	$
b. Fringe Benefits	$10,891	$20,000	$22,000
c. Fees for Outside Professional Services/Contracts	$	$	$
i. administrative	$9,828	$	$
ii. artistic	$165,818	$160,000	$170,000
iii. technical and other	$72,170	$75,000	$78,000
d. Space Rental	$14,589	$25,000	$26,000
e. Travel & Transportation	$24,140	$20,000	$22,000
f. Sub – granting	$	$	$
g. Miscellaneous Operating Expenses	$	$	$
i. equipment rental	$21,696	$45,000	$40,000
ii. shipping	$19,667	$16,000	$20,000
iii. supplies & materials	$2,897	$15,000	$15,000
iv. exhibition rental fees	$9,600	$	$
v. marketing & presentation	$62,171	$70,000	$70,000
vi. printing	$193	$3,000	$3,000
vii. insurance	$5,105	$6,000	$6,000
viii. other (Specify) _____	$	$	$
h. Production or Exhibit costs (Specify)	$17,152	$30,000	$30,000
educ prog	$13,438	$15,000	$17000
_____	$	$	$
_____	$	$	$
i. Other Expenses (Specify)	$5,703	$	$
audit./admin	$34,964	$23,000	$28,000
other artistic fees	$31,882	$25,852	$22,000
_____	$	$	$
_____	$	$	$
j. Debt Reduction (Describe below)	$	$	$
k. Capital Expenditures/Acquisitions	$	$	$
l. Restricted Funds (Describe) _____	$	$	$
TOTAL EXPENSES	**$654,302**	**$730,212**	**$764,000**
TOTAL INCOME (from previous page)	**$639,624**	**$730,424**	**$764,000**
Surplus/Deficit (describe below)	**$-14,356**	**$424**	**$-0**

EXPLANATORY NOTES: Please be sure to describe the following: Dramatic changes in line items from year to year, deficits, surpluses and other figures that may need to be explained.

El Paso Opera will be performing Mozart's Cosi fan Tutte instead of Rossini's Cenerentola. The change is made because of financial considerations.

The deficit in 2003-2004 was because of drop in donations due to economic conditions of the past year. With the upward swing in the economy and the change to Mozart's Cosi fan Tutte, the present season looks financially strong.

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28th day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **EL PASO PRO-MUSICA**, an IRS Section 501 (c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004,and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates FOURTEEN THOUSAND, FIVE HUNDRED SIXTY-TWO AND NO/100 DOLLARS ($14,562.00) in funding from the City's Arts and Culture Department (ACD) and THREE THOUSAND, FOUR HUNDRED SIXTY-ONE AND NO/100 DOLLARS ($3,461.00) in funding from the Texas Commission on the Arts (TCA), for a Total of EIGHTEEN THOUSAND, TWENTY-THREE AND NO/100 DOLLARS ($18,023.00) to provide the Contractor with **OPERATIONAL SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope, artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered invoice dated no earlier than the completion of the Project or the completion of the final report, including all receipts that document actual expenditures for the (i) total award of ACD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (Invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract. If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever is first.

6. If the Contractor has submitted the optional mid-year report and invoice, the City shall compensate the Contractor in two equal installments each of which will be in the amount of NINE THOUSAND, ELEVEN AND 50/100 DOLLARS ($9,011.50). The first installment (50% of the combined total award from City and TCA funds) will be payable upon acceptable completion and submission of an invoice and the mid-year report (one original and one copy)

and copies of receipts representing at least 50% of total award amount, due on March 15, 2005, for the period ending February 28, 2005. The second installment (the remaining 50% of the combined total award from City and TCA funds) -- or the entire compensation amount, if no mid-year report has been submitted -- will be payable upon submission of the invoice and final report due on September 15, 2005, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. The final report form is available from the Arts and Culture Department. Total compensation will be EIGHTEEN THOUSAND, TWENTY-THREE AND NO/100 DOLLARS ($18,023.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide a numbered and dated invoice and one original and one copy of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The entire compensation amount from ACD and TCA will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity. This form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE TEXAS COMMISSION ON THE ARTS." The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments.** For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public artworks (i.e. murals, outdoor sculpture) the credit line shall be included in invitations

and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the mid-year report and the final report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this Contract unless otherwise herein authorized.

10. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO THE ARTS AND CULTURE DEPARTMENT, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

11. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character, and by whomsoever suffered or asserted occasioned by or in connection with any services

performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

12. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action, which might arise from use of any such materials.

13. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

14. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY:	City of El Paso Attention: Mayor's Office Two Civic Center Plaza 10th Floor El Paso, Texas 79901-1196
COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
CONTRACTOR:	El Paso Pro-Musica P.O. Box 13328 El Paso, Texas

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154); Federal Debt Status (OMB Circular A-129); Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.); State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor

standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR:
EL PASO PRO-MUSICA

Signature: _____

Print Name: JAIME LOWENBERG

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: KAREN PAUL

Title: Project/Executive Director

APPROVED AS TO FORM:

_____

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

_____

Deborah Hamlyn, Deputy CAO
Quality of Life Services

City of El Paso ACD **Attachment "A" *REVISED PROJECT BUDGET* Page 1**

UPON NOTIFICATION OF FUNDING, all applicants **MUST SUBMIT** THE first 4 pages of this Revised Project Budget with ORIGINAL SIGNATURES to reflect actual funding awarded to the project. Category I organizations submit also pages 5 and 6 **THIS DOCUMENT WILL BE ATTACHED TO THE CONTRACT.**

☒ ACD Funding Program **AND/OR** ☒ TCA Funding Program ☐ Umbrella Project

☒ Category I ☐ Category II

ORGANIZATION'S FISCAL YEAR: Begin 7/1/4 End 6/30/5
Mo. Day Year Mo. Day Year

EXACT DATES OF THIS PROJECT: Begin 8/1/4 End 5/31/5
Mo. Day Year Mo. Day Year

Legal Name of Applicant Organization El Paso Pro-Musica
Umbrella Covered Entity (if applicable) _____
Department (if applicant is Educational Institution) _____
Mailing Address including Zip Code P.O. Box 13328
Street Address including Zip Code 6557 N. Mesa, 79912
Phone # 915-833-9400 ..... Fax: 915-833-9425
E-mail kpaul@eppm.org ..... Federal Employer's Identification Number 23-7382605

Describe the Project. **Be specific.**

El Paso Pro-Musica's 28th Concert Season

September 29, 2004: Beaux Arts Trio at UTEP Fox Fine Arts
October 29, 2004: Andreas Haefilger, Piano, at UTEP Fox Fine Arts
January 7-16, 2005: 15th El Paso Chamber Music Festival at First Baptist Church
February 23, 2005: Andreas Haefilger, Piano, Program 2, at UTEP Fox Fine Arts
April 22, 2005: Orion String Quartet, at First Baptist Church

How will the awarded funds be used? Describe Be specific

ACD AWARD $14,562 TCA AWARD $3,461
1. ACD Artist Fees TCA 1. Artist Fees
2. ACD _____ TCA 2. _____
3. ACD _____ TCA 3. _____

SEP 1 5

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

Check one of the following:

☐ There will be **NO** changes to the project as described in the original application for funding.

☒ There will be **minor** changes. Explain on an attachment any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may **NOT** be significantly altered and must conform to the intent of the original application, **including project dates and locations.**

We hereby certify that the statements contained in this report are true and correct and represent the complete accounting of this project to the best of our knowledge. **NOTE: Please use BLUE ink for signatures, and PRINT YOUR COMPLETE LEGAL NAME**

Authorized Official/Board Chair – Signature — Complete Legal Name (print) JAIME LOWENBERG — Date 9/15/04

Project/Executive Director – Signature — Complete Legal Name (print) KAREN PAUL — Date 9/15/04

Financial Information is for ☒ ACD Funding **AND/OR** ☒ TCA Funding

ROUND FIGURES TO NEAREST DOLLAR.

1. CASH from Prior Year(s) or Organizational Funds Available for this Project	$10,000
Total Cash Available	**$10,000**
2. EARNED INCOME	
a. Admission charges, subscriptions, box office	$46,000
b. Concessions, sales, parking, publications, advertisers, etc.	$27,500
c. Tuition, class/workshop fees	$
d. Contracted services (performances, exhibitions, etc.)	$
e. Interest on investments, endowments	$2,000
f. Rental income	$
g. Other earned income (specify) interest	$1,000
Total Projected Earned Income	**$76,500**

3. UNEARNED INCOME Mark **P** for Pending or **C** for Committed

GOVERNMENT SUPPORT (Itemize)

a. Local Government (**Not** including this request)	$	P☐	C☐
b. Hotel/Motel tax	$	P☐	C☐
c. Other city (**Not** Hotel/Motel tax)	$	P☐	C☐
d. County/Regional	$	P☐	C☐
e. State (**Not TCA**)	$	P☐	C☐
f. Funding Directly from TCA	$	P☐	C☐
g. Federal NEA ☐ NEH ☐ Other _____	$	P☐	C☐
h. Other (specify) _____	$	P☐	C☐

PRIVATE SUPPORT (Itemize)

a. Fundraising	$10,000	P☐	C☐
b. Individual contributors/sponsors	$197,000	P☒	C☐
c. Memberships	$	P☐	C☐
d. Corporations/Businesses	$30,000	P☒	C☐
e. Foundations	$20,000	P☒	C☐
f. Other (specify) Guild & Grants	$45,000	P☒	C☐

Total Unearned Income **$302,000**

CASH RESOURCES (Total of Sections 1, 2, and 3 above **$388,500**

Must equal Column A on Page 3 EXPENSES

ACD FUNDING AWARDED **$14,562**

Must equal Column B on Page 3 EXPENSES

TCA FUNDING AWARDED **$3,461**

Must equal Column C on Page 3 EXPENSES

TOTAL CASH RESOURCES **$406,523**

Must equal Column D on Page 3 EXPENSES

RECEIPTS WILL BE REQUIRED FOR FINAL REPORT

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES

	A Cash +	B ACD Funding +	C TCA Funding =	D TOTAL (A+B+C)
1. ORGANIZATIONAL PERSONNEL				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative _____	$80,000	$	$	**$80,000**
b. Artistic _____	$67,000	$	$	**$67,000**
c. Technical _____	$	$	$	**$0**
d. Other (Specify)_____	$	$	$	**$0**
e. Fringe Benefits	$	$	$	**$0**
Total Organizational Personnel	**$147,000**	**$0**	**$0**	**$147,000**
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	$	$	$	**$0**
ii. Artistic	$71,000	$14,562	$3,461	**$89,023**
iii. Technical	$9,300	$	$	**$9,300**
b. Space Rental	$5,500	$	$	**$5,500**
c. Travel and Transportation	$9,500	$	$	**$9,500**
d. Other (Specify) _____	$	$	$	**$0**
Total Implementation	**$95,300**	**$14,562**	**$3,461**	**$113,323**
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	$2,300	$	$	**$2,300**
b. Shipping	$	$	$	**$0**
c. Supplies and Materials	$18,900	$	$	**$18,900**
d. Exhibition Rental Fee	$	$	$	**$0**
e. Marketing and Promotion	$28,800	$	$	**$28,800**
f. Printing	$22,000	$	$	**$22,000**
g. Insurance	$10,640	$	$	**$10,640**
h. Production or Exhibit Costs	$22,700	$	$	**$22,700**
_____	$	$	$	**$0**
i. Other Expenses (Specify)	$40,860	$	$	**$40,860**
_____	$	$	$	**$0**
j. Other Artistic Fees	$	$	$	**$0**
Total Misc. Operating Expenses	**$146,200**	**$0**	**$0**	**$146,200**
TOTAL EXPENSES (Sections 1, 2, & 3 above)	**$388,500**	**$14,562**	**$3,461**	**$406,523**

******PLEASE CHECK CAREFULLY******
YOUR TOTALS ON PAGE 2 SHOULD BE THE SAME AS THE ABOVE TOTALS.

3-YEAR ***Short Form*** **FOR BOTH CATEGORY I AND II APPLICANTS**

The information below is for El Paso Pro-Musica
(NAME OF ORGANIZATION, DEPARTMENT OR PROJECT)

APPLICANT ORGANIZATION'S FISCAL YEAR: 7 / 1 to 6 / 30
MONTH DAY MONTH DAY

	Previous Fiscal Year **Actual Figures**	**Current** Fiscal Year **Approved Budget**	**Next** Fiscal Year **Projected Budget**
Total Income (all sources)	**$$434,784.00**	**$$406,523.00**	**$$443,000.00**
Total Expenses	**$$411,833.00**	**$$406,523.00**	**$$440,500.00**
Total In-Kind	**$$30,654.00**	**$$32,800.00**	**$32,000**
Funding through City (ACD &/or TCA)	**$$18,535.00**	**$$18,023.00**	**$$20,000.00**
Funding directly from TCA	$____	$____	$____

Organizations with annual operating revenues of **$300,000 or more** applying for **Category I** must also update the previously submitted **3-YEAR/Long Form - Income and Expenses, (pages 10 & 11 on original application).**

If you are also applying directly to TCA for other funding categories, make sure your 3 YEAR/Long Form Income and Expenses (pages 10 – 11) are the same figures that you submit to the TCA. The TCA does a yearly audit our Direct Funding files.

Long Form totals should be transferred to the Short Form* (above*).

Entities of government (including government-funded educational institutions) do **not** need to complete the 3-YEAR/Long Form.

FOR CATEGORY I ONLY
City of El Paso ACD **3-YEAR Long Form - *INCOME* - Page 5**

(NOT for umbrella organizations or entities of government, including government-funded educational institutions.)

THIS FORM IS FOR ORGANIZATIONS WITH MINIMUM ANNUAL OPERATING REVENUES OF $300,000 APPLYING FOR CATEGORY I ONLY. LONG FORM TOTALS SHOULD BE TRANSFERRED TO THE 3-YEAR/Short Form on Page 4.

Organization Name: El Paso Pro-Musica

Use figures for organization's fiscal year

INCOME A. EARNED INCOME:	1. Previous Fiscal Year Actual Figures	2. Current Fiscal Year Approved Budget	3. Next Fiscal Year Projected Budget
a. Admission charges, subscriptions, box office	$55,472	$46,000	$50,000
b. Concessions, sales, parking, publications, advertising, etc.	$33,082	$27,500	$30,000
c. Tuition, class/workshop fees	$	$	$
d. Contracted services (performances, exhibitions)	$	$	$
e. Interest on investments, endowments	$1,000	$2,000	$2,000
f. Rental income	$	$	$
g. Other earned income (specify) Interest	$730	$1,000	$1,000
____	$	$	$
____	$	$	$
Total Earned Income	$90,284	$76,500	$83,000
B. UNEARNED INCOME: Government Support			
a. Local government (Not this grant)	$	$	$
b. Funding through City's ACD (This grant) (for those included as a separate line item)	$18,535	$18,023	$20,000
c. Hotel/Motel Tax	$	$	$
d. Other city (Not Hotel/Motel Tax)	$	$	$
e. County/Regional	$	$	$
f. State (Not TCA)	$	$	$
g. Funding directly from TCA	$	$	$
h. Federal: NEA☐ NEH ☐ Other ☐	$	$	$
i. Other earned income (specify) ____	$	$	$
Private Support			
a. Fundraising/Benefits	$9,975	$10,000	$12,000
b. Individual contributors/sponsors	$206,787	$197,000	$210,000
c. Memberships	$	$	$
d. Corporations/Businesses	$29,400	$30,000	$40,000
e. Foundations	$27,500	$20,000	$18,000
f. Restricted Funds	$	$	$
g. Other (Specify) Guild & Grants	$52,303	$45,000	$60,000
Total Unearned Income	$344,500	$320,023	$360,000
TOTAL INCOME (EARNED & UNEARNED)	$434,784	$396,523	$443,000

FOR CATEGORY I ONLY
City of El Paso ACD **3-YEAR Long Form - *EXPENSES* - Page 6**

(NOT for umbrella organizations or entities of government, including government-funded educational institutions.)

THIS FORM IS FOR ORGANIZATIONS WITH MINIMUM ANNUAL OPERATING REVENUES OF $300,000 APPLYING FOR CATEGORY I ONLY. LONG FORM TOTALS SHOULD BE TRANSFERRED TO THE 3-YEAR/Short Form on Page 4.

Organization Name: El Paso Pro-Musica

Use figures for organization's fiscal year

EXPENSES	**1.** Previous Fiscal Year Actual Figures	**2.** Current Fiscal Year Approved Budget	**3.** Next Fiscal Year Projected Budget
a. Permanent Staff Salary & Wages			
i. administrative (# Staff? 2)	$85,082	$80,000	$80,000
ii. artistic (# 1)	$60,000	$67,000	$71,000
iii. technical (#Staff? _____	$	$	$
b. Fringe Benefits	$	$	$
c. Fees for Outside Professional Services/Contracts	$	$	$
i. administrative	$	$	$
ii. artistic	$84,900	$78,023	$90,000
iii. technical and other	$10,318	$9,300	$10,000
d. Space Rental	$4,992	$5,500	$6,000
e. Travel & Transportation	$11,200	$9,500	$18,000
f. Sub – granting	$	$	$
g. Miscellaneous Operating Expenses	$	$	$
i. equipment rental	$832	$2,300	$2,500
ii. shipping	$	$	$
iii. supplies & materials	$10,963	$18,900	$18,000
iv. exhibition rental fees	$	$	$
v. marketing & presentation	$26,495	$28,800	$32,000
vi. printing	$21,966	$22,000	$26,000
vii. insurance	$17,850	$10,640	$15,000
viii. other (Specify) _____	$	$	$
h. Production or Exhibit costs (Specify)	$25,888	$22,700	$26,000
security, dues licenses, recordings	$	$	$
_____	$	$	$
_____	$	$	$
i. Other Expenses (Specify)	$44,897	$40,860	$46,000
rent, phone, utilities,taxes,	$	$	$
fundraising	$	$	$
_____	$	$	$
_____	$	$	$
j. Debt Reduction (Describe below)	$	$	$
k. Capital Expenditures/Acquisitions	$	$	$
l. Restricted Funds (Describe) _____	$	$	$
TOTAL EXPENSES	**$405,383**	**$395,523**	**$440,500**
TOTAL INCOME (from previous page)	**$435,568**	**$397,046**	**$443,000**
Surplus/Deficit (describe below)	**$30,370**	**$1,046**	**$2,000**

EXPLANATORY NOTES: Please be sure to describe the following: Dramatic changes in line items from year to year, deficits, surpluses and other figures that may need to be explained.

Minor Change in Schedule

There will not be the November concert, as the group did not have any openings.

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28th day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **EL PASO SYMPHONY ORCHESTRA ASSOCIATION**, an IRS Section 501 (c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004,and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates TEN THOUSAND, FIVE HUNDRED NINETY-ONE AND NO/100 DOLLARS ($10,591.00) in funding from the City's Arts and Culture Department (ACD) and TWO THOUSAND, SIX HUNDRED THIRTY-TWO AND NO/100 DOLLARS ($2,632.00) in funding from the Texas Commission on the Arts (TCA), for a Total of THIRTEEN THOUSAND, TWO HUNDRED TWENTY-THREE AND NO/100 DOLLARS ($13,223.00) to provide the Contractor with **OPERATIONAL SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope, artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered invoice dated no earlier than the completion of the Project or the completion of the final report, including all receipts that document actual expenditures for the (i) total award of ACD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (Invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract. If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever is first.

6. If the Contractor has submitted the optional mid-year report and invoice, the City shall compensate the Contractor in two equal installments each of which will be in the amount of SIX THOUSAND, SIX HUNDRED-ELEVEN AND 50/100 DOLLARS ($6,611.50). The first installment (50% of the combined total award from City and TCA funds) will be payable upon acceptable completion and submission of an invoice and the mid-year report (one original and

one copy) and copies of receipts representing at least 50% of total award amount, due on March 15, 2005, for the period ending February 28, 2005. The second installment (the remaining 50% of the combined total award from City and TCA funds) -- or the entire compensation amount, if no mid-year report has been submitted -- will be payable upon submission of the invoice and final report due on September 15, 2005, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. The final report form is available from the Arts and Culture Department. Total compensation will be THIRTEEN THOUSAND, TWO HUNDRED TWENTY-THREE AND NO/100 DOLLARS ($13,223.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide a numbered and dated invoice and one original and one copy of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The entire compensation amount from ACD and TCA will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity. This form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE TEXAS COMMISSION ON THE ARTS." The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments.** For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public artworks (i.e. murals, outdoor sculpture) the credit line shall be included in invitations

and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the mid-year report and the final report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this Contract unless otherwise herein authorized.

10. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO THE ARTS AND CULTURE DEPARTMENT, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

11. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character, and by whomsoever suffered or asserted occasioned by or in connection with any services

performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

12. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action, which might arise from use of any such materials.

13. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

14. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY:	City of El Paso Attention: Mayor's Office Two Civic Center Plaza 10th Floor El Paso, Texas 79901-1196
COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
CONTRACTOR:	El Paso Symphony Orchestra Association P.O. Box 180 El Paso, Texas 79942

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154); Federal Debt Status (OMB Circular A-129); Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.); State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor

standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR: EL PASO SYMPHONY ORCHESTRA ASSOCIATION

Signature: Judith C. Kohlmaas

Print Name: JUDITH C. KOHLMAAS

Title: Authorized Official/Chairman of the Board

Signature: Ruth Ellen Jacobson

Print Name: Ruth Ellen Jacobson

Title: Project/Executive Director

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Deborah Hamlyn, Deputy CAO
Quality of Life Services

City of El Paso ACD Attachment "A" *REVISED PROJECT BUDGET* **Page 1**

UPON NOTIFICATION OF FUNDING, all applicants **MUST SUBMIT** THE first 4 page of this Application Amendment with ORIGINAL SIGNATURES to reflect actual funding awarded to the project. Category I organizations submit also pages 5 and 6 THIS AMENDMENT WILL BE ATTACHED TO THE CONTRACT.

☒ ACD Funding Program **AND/OR** ☒ TCA Funding Program ☐ Umbrella Project

☒ Category I ☐ Category II

ORGANIZATION'S FISCAL YEAR: Begin 5/1/4 End 4/30/05
Mo. Day Year Mo. Day Year

EXACT DATES OF THIS PROJECT: Begin 9/1/4 End 8/31/05
Mo. Day Year Mo. Day Year

Legal Name of Applicant Organization El Paso Symphony Orchestra Assn., Inc.
Umbrella Covered Entity (if applicable) ____
Department (if applicant is Educational Institution) ____
Mailing Address including Zip Code PO Box 180, El Paso, Texas 79942
Street Address including Zip Code #1 Civic Center Plaza, El Paso, Texas 7990
Phone # 915/532-3776..... Fax: 915/533-8162
E-mail epsoorg@epso.org .....Federal Employer's Identification Number 74-6000772

Describe the Project. **Be specific.**

The EPSOA season is anchored by 7 paired (14) classical concerts per season that are presented monthly between September and April (except December). Concerts are held in downtown El Paso at the Abraham Chavez Theatre. Pops concerts and special events serve as outreach toward new audiences and are presented throughout the symphony's season. EPSOA reaches the younger audience through our six annual Young People's Concerts presented each February that feature outstanding young musicians within the El Paso community as soloists. Winners are chosen during the Young Artists Competition presented each year by the El Paso Symphony Guild.

Educational programs directly connected to the classical series continue to grow and gain popularity. They consist of a preconcert chat room, where patrons can gain insight into the nights performance

How will the awarded funds be used? Describe Be specific

ACD AWARD $10,591 TCA AWARD $2,632

1. ACD Artistic Fees TCA 1. Artistic Fees
2. ACD ____ TCA 2. ____
3. ACD ____ TCA 3. ____

SEP 1 5

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

Check one of the following:

☒ There will be **NO** changes to the project as described in the original application for funding.

☐ There will be **minor** changes. Explain on an attachment any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may **NOT** be significantly altered and must conform to the intent of the original application, **including project dates and locations**.

NOTE: Please use BLUE ink for signatures, and PRINT YOUR COMPLETE LEGAL NAME

Authorized Official/Board Chair –Signature — TERRY BASSHAM (Complete Legal Name (print)) — 9/15/04 (Date)

Project/Executive Director – Signature — RUTH ELLEN JACOBSON (Complete Legal Name (print)) — 9/15/04 (Date)

Financial Information is for **AND/OR**

ROUND FIGURES TO NEAREST DOLLAR.

1.	**CASH** from Prior Year(s) or Organizational Funds Available for this Project	$
Total Cash Available		**$0**
2.	**EARNED INCOME**	
	a. Admission charges, subscriptions, box office	$493,704
	b. Concessions, sales, parking, publications, advertisers, etc.	$33,480
	c. Tuition, class/workshop fees	$
	d. Contracted services (performances, exhibitions, etc.)	$48,650
	e. Interest on investments, endowments	$16,000
	f. Rental income	$34,015
	g. Other earned income (specify) _____	$
Total Projected Earned Income		**$625,849**

3. UNEARNED INCOME Mark P for Pending or C for Committed

GOVERNMENT SUPPORT (Itemize)			
a. Local Government (**Not** including this request)	$	P☐	C☐
b. Hotel/Motel tax	$	P☐	C☐
c. Other city (**Not** Hotel/Motel tax)	$	P☐	C☐
d. County/Regional	$	P☐	C☐
e. State (**Not TCA**)	$	P☐	C☐
f. Funding Directly from TCA	$17,725	P☐	C☒
g. Federal NEA ☐ NEH ☐ Other _____	$	P☐	C☐
h. Other (specify) _____	$	P☐	C☐
PRIVATE SUPPORT (Itemize)			
a. Fundraising	$323,025	P☒	C☐
b. Individual contributors/sponsors	$	P☐	C☐
c. Memberships	$	P☐	C☐
d. Corporations/Businesses	$	P☐	C☐
e. Foundations	$53,500	P☒	C☐
f. Other (specify) _____	$	P☐	C☐
Total Unearned Income	**$394,250**		

CASH RESOURCES (Total of Sections 1, 2, and 3 above	**$1,020,099**
Must	
ACD FUNDING AWARDED	**$10,591**
Must	
TCA FUNDING AWARDED	**$2,632**
Must	

TOTAL CASH RESOURCES	**$1,033,322**

RECEIPTS WILL BE REQUIRED FOR FINAL REPORT

EXPENSES

	A Cash	+ B ACD Funding	+ C TCA (A+B+C)	= D TOTAL
1. ORGANIZATIONAL PERSONNEL Funding				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative 4	$142,500	$	$	**$142,500**
b. Artistic 90	$382,113	$	$	**$382,113**
c. Technical ____	$14,911	$	$	**$14,911**
d. Other (Specify)____	$	$	$	**$0**
e. Fringe Benefits	$65,308	$	$	**$65,308**
Total Organizational Personnel	**$604,832**	**$0**	**$0**	**$604,832**
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	$	$	$	**$0**
ii. Artistic	$30,000	$	$	**$30,000**
iii. Technical	$	$	$	**$0**
b. Space Rental	$27,200	$	$	**$27,200**
c. Travel and Transportation	$28,822	$	$	**$28,822**
d. Other (Specify) ____	$	$	$	**$0**
Total Implementation	**$86,022**	**$0**	**$0**	**$86,022**
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	$1,400	$	$	**$1,400**
b. Shipping	$	$	$	**$0**
c. Supplies and Materials	$60,730	$	$	**$60,730**
d. Exhibition Rental Fee	$	$	$	**$0**
e. Marketing and Promotion	$80,781	$	$	**$80,781**
f. Printing	$20,150	$	$	**$20,150**
g. Insurance	$8,204	$	$	**$8,204**
h. Production or Exhibit Costs	$124,757	$	$	**$124,757**
____	$	$	$	**$0**
i. Other Expenses (Specify)	$	$	$	**$0**
Administrative	$20,000	$	$	**$20,000**
j. Other Artistic Fees	$13,223	$10,591	$2,632	**$26,446**
Total Misc. Operating Expenses	**$329,245**	**$10,591**	**$2,632**	**$342,468**
TOTAL EXPENSES (Sections 1, 2, & 3 above)	**$1,020,099**	**$10,591**	**$2,632**	**$1,033,322**

PLEASE CHECK CAREFULLY YOUR TOTALS ON **PAGE 2** SHOULD BE THE SAME AS THE ABOVE TOTAL!

3-YEAR ***Short Form*** FOR BOTH CATEGORY I AND II APPLICANTS

The information below is for [illegible]
(NAME OF ORGANIZATION, DEPARTMENT OR PROJECT)

APPLICANT ORGANIZATION'S FISCAL YEAR: 05 / 01 to 04 / 30
MONTH DAY MONTH DAY

	Previous Fiscal Year Actual Figures	Current Fiscal Year Approved Budget	Next Fiscal Year Projected Budget
Total Income (all sources)	**$$1,193,812.00**	**$$1,033,322.00**	**$$1,064,099.00**
Total Expenses	**$$1,193,812.00**	**$$1,033,322.00**	**$$1,064,099.00**
Total In-Kind	**$$20,000.00**	**$$20,000.00**	**$$20,000.00**
Funding through City (ACD &/or TCA)	**$$19,147.00**	**$$13,223.00**	**$$45,000.00**
Funding directly from TCA	**$$4,259.00**	**$$17,725.00**	**$$30,000.00**

Organizations with annual operating revenues of $300,000 or more applying for **Category I** must also update the previously submitted 3-YEAR/Long Form - Income and **Expenses, (pages 10 & 11 on original application).**

If you are also applying directly to TCA for other funding categories, make sure your 3 YEAR/Long Form Income and Expenses (pages 10 – 11) are the same figures that you submit to the TCA. The TCA does a yearly audit our Direct Funding files.

***Long Form totals should be transferred to the Short Form* (above).**

Entities of government (including government-funded educational institutions) do **not** need to complete the 3-YEAR/Long Form.

(NOT for umbrella organizations or entities of government, including government-funded educational institutions.)

THIS FORM IS FOR ORGANIZATIONS WITH MINIMUM ANNUAL OPERATING REVENUES OF $300,000 APPLYING FOR CATEGORY I ONLY. **LONG FORM TOTALS SHOULD BE TRANSFERRED TO THE 3-YEAR/Short Form on Page 4.**

Organization Name: El Paso Symphony Orchestra Assn., Inc.

Use figures for organization's fiscal year

INCOME	1. **Previous** Fiscal Year Actual Figures	2. **Current** Fiscal Year Approved Budget	3. **Next** Fiscal Year Projected Budget
A. EARNED INCOME:			
a. Admission charges, subscriptions, box office	$507,298	$493,704	$493,704
b. Concessions, sales, parking, publications, advertising, etc.	$34,650	$33,480	$33,480
c. Tuition, class/workshop fees	$	$	$
d. Contracted services (performances, exhibitions)	$	$48,650	$48,650
e. Interest on investments, endowments	$18,000	$16,000	$16000
f. Rental income	$	$	$
g. Other earned income (specify) Handling Fees, CD Sales, Auction Items	$49,270	$34,015	$34,015
	$	$	$
____	$	$	$
Total Earned Income	$609,218	$625,849	$625,849
B. UNEARNED INCOME:			
Government Support			
a. Local government (Not this grant)	$	$	$
b. Funding through City's ACD (This grant) **(for those included as a separate line item)**	$19,147	$13,223	$45,000
c. Hotel/Motel Tax	$	$	$
d. Other city (Not Hotel/Motel Tax)	$	$	$
e. County/Regional	$	$	$
f. State (Not TCA)	$	$	$
g. Funding directly from TCA	$6,259	$17,725	$30,000
h. Federal: NEA☐ NEH ☐ Other ☐	$	$	$
i. Other earned income (specify) ____	$	$	$
Private Support			
a. Fundraising/Benefits	$403,250	$285,726	$309,750
b. Individual contributors/sponsors	$108,542	$	$
c. Memberships	$	$	$
d. Corporations/Businesses	$	$	$
e. Foundations	$46,980	$90,799	$53,500
f. Restricted Funds	$	$	$
g. Other (Specify) ____	$416	$	$
Total Unearned Income	$584,594	$407,473	$438,250
TOTAL INCOME (EARNED & UNEARNED)	$1,193,812	$1,033,322	$1,064,099

FOR CATEGORY I ONLY

City of El Paso ACD **3-YEAR Long Form - *EXPENSES* - Page 6**

(NOT for umbrella organizations or entities of government including government-funded organizations' instructions)

THIS FORM IS FOR ORGANIZATIONS WITH MINIMUM ANNUAL OPERATING REVENUES OF $300,000 APPLYING FOR CATEGORY I ONLY. **LONG FORM TOTALS SHOULD BE TRANSFERRED TO THE 3-YEAR/Short Form on Page 4.**

Organization Name: El Paso Symphony Orchestra Assn., Inc.

Use figures for organization's fiscal year

EXPENSES	1. **Previous** Fiscal Year Actual Figures	2. **Current** Fiscal Year Approved Budget	3. **Next** Fiscal Year Projected Budget
a. Permanent Staff Salary & Wages			
i. administrative (# Staff? 4)	$140,744	$142,500	$142,500
ii. artistic (# 90)	$458,461	$409,366	$410,247
iii. technical (#Staff? ____	$22,362	$14,911	$12,000
b. Fringe Benefits	$73,972	$69,178	$65,308
c. Fees for Outside Professional Services/Contracts	$	$	$
i. administrative	$	$	$
ii. artistic	$94,301	$50,600	$30,000
iii. technical and other	$	$	$
d. Space Rental	$30,100	$27,200	$27,200
e. Travel & Transportation	$36,679	$28,822	$28,822
f. Sub – granting	$	$	$
g. Miscellaneous Operating Expenses	$	$	$
i. equipment rental	$14,501	$1,400	$1,400
ii. shipping	$	$	$
iii. supplies & materials	$58,200	$60,730	$60,730
iv. exhibition rental fees	$	$	$
v. marketing & presentation	$143,279	$116,781	$80,781
vi. printing	$21,099	$20,150	$20,150
vii. insurance	$8,167	$8,204	$8,204
viii. other (Specify) ____	$	$	$
h. Production or Exhibit costs (Specify)	$38,499	$39,480	$124,757
____	$	$	$
____	$	$	$
____	$	$	$
i. Other Expenses (Specify)	$	$	$
Administrative	$18,668	$20,000	$20,000
Artistic Fees - Other	$34,780	$24,000	$32,000
____	$	$	$
____	$	$	$
j. Debt Reduction (Describe below)	$	$	$
k. Capital Expenditures/Acquisitions	$	$	$
l. Restricted Funds (Describe) ____	$	$	$
TOTAL EXPENSES	**$1,193,812**	**$1,033,322**	**$1,064,099**
TOTAL INCOME (from previous page)	$1,193,812	$1,033,322	$1,064,099
Surplus/Deficit (describe below)	$ -0-	$ -0-	$ -0-

EXPLANATORY NOTES: Please be sure to describe the following: Dramatic changes in line items from year to year, deficits, surpluses and other figures that may need to be explained.

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28th day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **AARDVARK THEATRE** an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004, and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates FIVE THOUSAND, ONE HUNDRED SEVENTEEN AND NO/100 DOLLARS ($5,117.00) in funding from the City's Arts and Culture Department (ACD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope,

artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered invoice dated no earlier than the completion of the Project or the completion of the final report, including all receipts that document actual expenditures for the (i) total award of ACD funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18^{h} Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the

Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract.

If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose, which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever comes first.

6. If the Contractor has submitted the optional Mid-Year report, the City shall compensate the Contractor in two equal installments each of which will be in the amount of TWO THOUSAND, FIVE HUNDRED FIFTY-EIGHT AND 50/100 DOLLARS ($2,558.50). The first installment (50% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice and the mid-year report (one original and one copy) and copies of receipts representing at least 50% of total award amount, due on March 15, 2005, for the period ending February 28, 2005. The second installment (50% of the total award from City funds) -- or the entire compensation amount, if no mid-year report has been submitted -- will be payable upon submission of an invoice and final report due on September 15, 2005, or

thirty days after the completion of program, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from the Arts and Culture Department. Total compensation will be FIVE THOUSAND, ONE HUNDRED SEVENTEEN AND NO/100 DOLLARS ($5,117.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide a numbered and dated invoice and one original and one copy of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The entire compensation amount from ACD will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first based on the entire fiscal year activity. The final report form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT." The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments.** For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public artworks (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are

complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the Mid-Year report and the Final Report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

10. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO THE ARTS AND CULTURE DEPARTMENT, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

11. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character including negligence by the City, its employees or agents, and by whomsoever suffered or asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

12. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any such materials.

13. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

14. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY:	City of El Paso Attention: Mayor's Office Two Civic Center Plaza 10th Floor El Paso, Texas 79901-1196
COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
CONTRACTOR:	Aardvark Theatre 2626 North Mesa, #108 El Paso, Texas 79902

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines,

including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.), State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR: AARDVARK THEATRE

Signature: Mary Beth Harris

Print Name: MARY BETH HARRIS

Title: Authorized Official/Chairman of the Board

Signature: Ted R. Narter, Jr.

Print Name: TED R. NARTER, JR.

Title: Project/Executive Director

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Deborah Hamlyn, Deputy CAO
Quality of Life Services

UPON NOTIFICATION OF FUNDING, all applicants **MUST SUBMIT** THE first 4 page of this Application Amendment with ORIGINAL SIGNATURES to reflect actual funding awarded to the project.

☐ ACD Funding Program **AND/OR** ☒ TCA Funding Program ☐ Umbrella Project
☐ Category I ☒ Category II

ORGANIZATION'S FISCAL YEAR: Begin 9/1/5 End 8/31/6
Mo. Day Year Mo. Day Year

EXACT DATES OF THIS PROJECT: Begin 9/1/5 End 8/31/6
Mo. Day Year Mo. Day Year

Legal Name of Applicant Organization Aardvark Theatre Inc.
Umbrella Covered Entity (if applicable) _____
Department (if applicant is Educational Institution)_____
Mailing Address including Zip Code 5411 N. Mesa El Paso Tx 79912
Street Address including Zip Code 2626 N. Mesa El Paso Tx 79902
Phone # 581-0070..... Fax: _____
E-mail ardvark@aol.com .....Federal Employer's Identification Number 31-152818

Describe the Project. **Be specific.**

Aardvark Theatre has proved itself as a leader among top quality community theatres in the El Paso area. Along with presenting a diverse, well-rounded array of productions, Aardvark also offer the Dorothy S. Karber Memorial Scholarship for a deserving student of the performing arts.

Aardvark Theatre will be presenting its 9th season. The seven productions of the season include Tennessee William's *Orpheus Descending*, Don Nigro's *Ravenscroft*, A Holiday Reader's Theatre, *Come Back to the 5 & Dime, Jimmy Dean, Jimmy Dean* by Ed Graczyk, *Tally's Folly* by Lanford Wilson, *The Seagull* by Anton Tchekhov, and *California Suite* by Neil Simon.

RECEIVED
SEP 15 2004

How will the awarded funds be used? Describe Be specific

ACD AWARD $5,117 TCA AWARD $_____
1. ACD Utilities $2.000 TCA 1. _
2. ACD Insurance $1,000 TCA 2. _____
3. ACD Royalties $2,117 TCA 3. _____

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

☒ There will be **NO** changes to the project as described in the original application for funding.

☐ There will be **minor** changes. any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may **NOT** be significantly altered and must conform to the intent of the original application, **including project dates and locations**.

NOTE: Please use for signatures, and PRINT YOUR COMPLETE LEGAL NAME

Ted Karber, Jr. 09/14/04
ALAN LAMBERT 9/13/04
Authorized Official/Board Chair – Signature Complete Legal Name (print) Date

Alan Lambert 09/14/04
TED KARBER JR 9/13/04
Project/Executive Director – Signature Complete Legal Name (print) Date

Financial Information is for **AND/OR**

1. CASH from Prior Year(s) or Organizational Funds Available for this Project $

$0

2. EARNED INCOME

a. Admission charges, subscriptions, box office	$2,000
b. Concessions, sales, parking, publications, advertisers, etc.	$
c. Tuition, class/workshop fees	$
d. Contracted services (performances, exhibitions, etc.)	$
e. Interest on investments, endowments	$
f. Rental income	$
g. Other earned income (specify) ____	$
	$2,000

3. UNEARNED INCOME Mark for Pending or for Committed

GOVERNMENT SUPPORT (Itemize)

a. Local Government (**Not** including this request)	$	P☐	C☐
b. Hotel/Motel tax	$	P☐	C☐
c. Other city (**Not** Hotel/Motel tax)	$	P☐	C☐
d. County/Regional	$	P☐	C☐
e. State (**Not TCA**)	$	P☐	C☐
f. Funding Directly from TCA	$	P☐	C☐
g. Federal NEA ☐ NEH ☐ Other ____	$	P☐	C☐
h. Other (specify) ____	$	P☐	C☐

PRIVATE SUPPORT (Itemize)

a. Fundraising	$	P☐	C☐
b. Individual contributors/sponsors	$1,000	P☒	C☐
c. Memberships	$	P☐	C☐
d. Corporations/Businesses	$1,000	P☒	C☐
e. Foundations	$1,117	P☒	C☐
f. Other (specify) ____	$	P☐	C☐
	$3,117		

CASH RESOURCES (Total of Sections 1, 2, and 3 above	**$5,117**
ACD FUNDING AWARDED	**$5,117**
TCA FUNDING AWARDED	**$**
TOTAL CASH RESOURCES	**$10,234**

RECEIPTS WILL BE REQUIRED FOR FINAL REPORT

	A Cash	+ B ACD Funding	+ C TCA (A+B+C)	= D TOTAL
1. ORGANIZATIONAL PERSONNEL Funding				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative _____	$	$	$	**$0**
b. Artistic _____	$	$	$	**$0**
c. Technical _____	$	$	$	**$0**
d. Other (Specify)_____	$	$	$	**$0**
e. Fringe Benefits	$	$	$	**$0**
	$0	**$0**	**$0**	**$0**
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	$	$	$	**$0**
ii. Artistic	$	$	$	**$0**
iii. Technical	$	$	$	**$0**
b. Space Rental	$	$	$	**$0**
c. Travel and Transportation	$	$	$	**$0**
d. Other (Specify) Utilities	$2,000	$2,000	$	**$4,000**
	$2,000	**$2,000**	**$0**	**$4,000**
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	$	$	$	**$0**
b. Shipping	$	$	$	**$0**
c. Supplies and Materials	$	$	$	**$0**
d. Exhibition Rental Fee	$	$	$	**$0**
e. Marketing and Promotion	$	$	$	**$0**
f. Printing	$	$	$	**$0**
g. Insurance	$1,000	$1,000	$	**$2,000**
h. Production or Exhibit Costs	$	$	$	**$0**
Royalties	$2,117	$2,117	$	**$4,234**
i. Other Expenses (Specify)	$	$	$	**$0**
_____	$	$	$	**$0**
j. Other Artistic Fees	$	$	$	**$0**
	$3,117	**$3,117**	**$0**	**$6,234**
TOTAL EXPENSES ( )	**$5,117**	**$5,117**	**$0**	**$10,234**

PAGE 2

3-YEAR ***Short Form***

The information below is for

APPLICANT ORGANIZATION'S FISCAL YEAR: 09 / 04 to 08 / 05
MONTH DAY MONTH DAY

	Fiscal Year	Fiscal Year	Fiscal Year
Total Income (all sources)	**$8,000**	**$8,580**	**$10,000**
Total Expenses	**$8,000**	**$8,580**	**$ 10,000**
Total In-Kind	**$____**	**$____**	**$____**
Funding through City (ACD &/or TCA)	**$4,000**	**$6,000**	**$5,117**
Funding directly from TCA	**$____**	**$____**	**$____**

***Long Form totals should be transferred to the Short Form* (above).**

Entities of government (including government-funded educational institutions) do **not** need to complete the 3-YEAR/Long Form.

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28th day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **COMMUNITY EMPOWERMENT THROUGH EDUCATION/ BORDER SENSES-INTER GENERATIONAL ART DEVELOPMENT PROJECT** an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004, and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates FOUR THOUSAND, SEVEN HUNDRED SIXTY AND NO/100 DOLLARS ($4,760.00) in funding from the City's Arts and Culture Department (ACD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original

artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered invoice dated no earlier than the completion of the Project or the completion of the final report, including all receipts that document actual expenditures for the (i) total award of ACD funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18^{h} Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the

Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract.

If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose, which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever comes first.

6. If the Contractor has submitted the optional Mid-Year report, the City shall compensate the Contractor in two equal installments each of which will be in the amount of TWO THOUSAND, THREE HUNDRED EIGHTY AND NO/100 DOLLARS ($2,380.00). The first installment (50% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice and the mid-year report (one original and one copy) and copies of receipts representing at least 50% of total award amount, due on March 15, 2005, for the period ending February 28, 2005. The second installment (50% of the total award from City funds) -- or the entire compensation amount, if no mid-year report has been submitted -- will be payable upon submission of an invoice and final report due on September 15, 2005, or

thirty days after the completion of program, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from the Arts and Culture Department. Total compensation will be FOUR THOUSAND, SEVEN HUNDRED SIXTY AND NO/100 DOLLARS ($4,760.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide a numbered and dated invoice and one original and one copy of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The entire compensation amount from ACD will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first based on the entire fiscal year activity. The final report form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT." The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments.** For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public artworks (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are

complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the Mid-Year report and the Final Report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

10. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO THE ARTS AND CULTURE DEPARTMENT, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

11. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character including negligence by the City, its employees or agents, and by whomsoever suffered or asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

12. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any such materials.

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13. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

14. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY:	City of El Paso Attention: Mayor's Office Two Civic Center Plaza 10th Floor El Paso, Texas 79901-1196
COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
CONTRACTOR:	Community Empowerment Through Education/Border Senses Intergenerational Art Development Project 627 Bluff Canyon El Paso, Texas 79902

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.), State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR:
COMMUNITY EMPOWERMENT THROUGH EDUCATION/BORDER SENSES-INTERGENERATIONAL ART DEVELOPMENT PROJECT

Signature: Kathleen Bombach Muro

Print Name: Kathleen Bombach Muro

Title: Authorized Official/Chairman of the Board

Signature: Amit K. G

Print Name: AMIT K. GHOSH

Title: Project/Executive Director

APPROVED AS TO FORM:

_____

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

_____

Deborah Hamlyn, Deputy CAO
Quality of Life Services

City of El Paso ACD Attachment "A" *REVISED PROJECT BUDGET* Page 1

UPON NOTIFICATION OF FUNDING, all applicants MUST SUBMIT THE first 4 page of this Application Amendment with ORIGINAL SIGNATURES to reflect actual funding awarded to the project. Category I organizations submit also pages 5 and 6 THIS AMENDMENT WILL BE ATTACHED TO THE CONTRACT.

☒ ACD Funding Program AND/OR ☐ TCA Funding Program ☐ Umbrella Project

☐ Category I ☒ Category II

ORGANIZATION'S FISCAL YEAR: Begin 1/1/2004 (Mo. Day Year) End 12/31/2004 (Mo. Day Year)

EXACT DATES OF THIS PROJECT: Begin 9/1/2004 (Mo. Day Year) End 8/31/2005 (Mo. Day Year)

Legal Name of Applicant Organization Community Empowerment Through Education (CETE)

Umbrella Covered Entity (if applicable) BorderSenses

Department (if applicant is Educational Institution) _____

Mailing Address including Zip Code 4228 Hampshire Lane, El Paso, TX 79902

Street Address including Zip Code Hampshire Lane, El Paso, TX 79902

Phone # 915-533-2295 ..... Fax: 915-533-2295

E-mail aghosh1@elp.rr.com .....Federal Employer's Identification Number 31-1721195

Describe the Project. Be specific.

BorderSenses wishes to create a project called the **Intergenerational Art Development Project**. BorderSenses wishes to partner with two other organizations to bring unique artistic opportunity to the economically disadvantaged residents of El Paso.

The program will be conducted at various community centers around El Paso, including El Paso Community College. In order to accomplish this goal, the project will have the following objectives:

1. To identify 40 economically disadvantaged families who don't have access to the arts (at least one adult and one child per family) to participate in the project.
2. To develop a minimum of 12 hours of intergenerational cultural activities for each of the families (ie: visits to museums, writing workshops, attending movies and plays, plastic art workshops, music workshops, etc.)
3. To enhance literacy reading and writing skills of families through the arts.
4. To publish literature from the participating families in a special BorderSenses issue.
5. To publish literature from participating families through the internet.

How will the awarded funds be used? Describe Be specific

ACD AWARD $4760.00 TCA AWARD $_____

1. ACD _____ TCA 1. _____
2. ACD _____ TCA 2. _____
3. ACD _____ TCA 3. _____

SEP 1 5

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

Check one of the following:

☐ There will be NO changes to the project as described in the original application for funding.

☐ There will be minor changes. Explain on an attachment any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may NOT be significantly altered and must conform to the intent of the original application, including project dates and locations.

We hereby certify that the statements contained in this report are true and correct and represent the complete accounting of this project to the best of our knowledge. NOTE: Please use BLUE ink for signatures, and PRINT YOUR COMPLETE LEGAL NAME

Kathleen B. Muro — Authorized Official/Board Chair –Signature

KATHLEEN B. MURO — Complete Legal Name (print)

9/14/04 — Date

Amit Ghosh — Project/Executive Director – Signature

AMIT K. GHOSH — Complete Legal Name (print)

9/14/04 — Date

Financial Information is for AND/OR

1. CASH from Prior Year(s) or Organizational Funds Available for this Project $

$0

2. EARNED INCOME

a. Admission charges, subscriptions, box office	$
b. Concessions, sales, parking, publications, advertisers, etc.	$
c. Tuition, class/workshop fees	$
d. Contracted services (performances, exhibitions, etc.)	$
e. Interest on investments, endowments	$
f. Rental income	$
g. Other earned income (specify) _____	$
	$0

3. UNEARNED INCOME

		Mark for Pending or	for Committed
GOVERNMENT SUPPORT (Itemize)			
a. Local Government (Not including this request)	$	P☐	C☐
b. Hotel/Motel tax	$	P☐	C☐
c. Other city (Not Hotel/Motel tax)	$	P☐	C☐
d. County/Regional	$	P☐	C☐
e. State (Not TCA)	$	P☐	C☐
f. Funding Directly from TCA	$	P☐	C☐
g. Federal NEA ☐ NEH ☐ Other _____	$	P☐	C☐
h. Other (specify)	$	P☐	C☐
PRIVATE SUPPORT (Itemize)			
a. Fundraising	$	P☐	C☐
b. Individual contributors/sponsors	$	P☐	C☐
c. Memberships	$	P☐	C☐
d. Corporations/Businesses	$	P☐	C☐
e. Foundations	$	P☐	C☐
f. Other (specify) El Paso Community College	$4760.00	P☐	C☐
	$4760.00		

CASH RESOURCES (Total of Sections 1, 2, and 3 above	$4760.00
ACD FUNDING AWARDED	$4760.00
TCA FUNDING AWARDED	$
TOTAL CASH RESOURCES	$9520.00

RECEIPTS WILL BE REQUIRED FOR FINAL REPORT

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES	A Cash +	B ACD Funding +	C TCA (A+B+C) =	D TOTAL
1. ORGANIZATIONAL PERSONNEL Funding				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative _____	$1200.00	$	$	$1200.00
b. Artistic _____	$1200.00	$	$	$1200.00
c. Technical _____	$	$	$	$0
d. Other (Specify)_____	$	$	$	$0
e. Fringe Benefits	$	$	$	$0
Total Organizational Personnel	$2,400	$0	$0	$2400.00
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	$1000.00	$	$	$1000.00
ii. Artistic	$	$1500.00	$	$1500.00
iii. Technical	$	$1500.00	$	$1500.00
b. Space Rental	$	$	$	$0
c. Travel and Transportation	$	$	$	$0
d. Other (Specify) _____	$	$	$	$0
Total Implementation	$1000.00	$3000.00	$0	$4000.00
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	$	$	$	$0
b. Shipping	$	$	$	$0
c. Supplies and Materials	$	$ 760.00	$	$ 760.00
d. Exhibition Rental Fee	$	$	$	$0
e. Marketing and Promotion	$ 660.00	$	$	$ 660.00
f. Printing	$ 700.00	$1000.00	$	$1700.00
g. Insurance	$	$	$	$0
h. Production or Exhibit Costs	$	$	$	$0
_____	$	$	$	$0
i. Other Expenses (Specify)	$	$	$	$0
_____	$	$	$	$0
j. Other Artistic Fees	$	$	$	$0
Total Misc. Operating Expenses	$1360.00	$1760.00	$0	$3120.00
TOTAL EXPENSES (Sections 1, 2, & 3 above)	$4760.00	$4760.00	$0	$9520.00

******PLEASE CHECK CAREFULLY******
YOUR TOTALS ON PAGE 2 SHOULD BE THE SAME AS THE ABOVE TOTALS.

3-YEAR ***Short Form*** FOR BOTH CATEGORY I AND II APPLICANTS

The information below is for BorderSenses
(NAME OF ORGANIZATION, DEPARTMENT OR PROJECT)

APPLICANT ORGANIZATION'S FISCAL YEAR: 01 / 01 to 12 / 31
MONTH DAY MONTH DAY

	Previous Fiscal Year Actual Figures	Current Fiscal Year Approved Budget	Next Fiscal Year Projected Budget
Total Income (all sources)	$0	$4760.00	$_____
Total Expenses	$0	$9520.00	$_____
Total In-Kind	$0	$_____	$_____
Funding through City (ACD &/or TCA) $_____		$4760.00	$_____
Funding directly from TCA	$_____	$_____	$_____

Organizations with annual operating revenues of **$300,000 or more** applying for Category I must also update the previously submitted **3-YEAR/Long Form - Income and Expenses, (pages 10 & 11 on original application).**

If you are also applying directly to TCA for other funding categories, make sure your 3 YEAR/Long Form Income and Expenses (pages 10 – 11) are the same figures that you submit to the TCA. The TCA does a yearly audit our Direct Funding files.

Long Form totals should be transferred to the Short Form (above).

Entities of government (including government-funded educational institutions) do not need to complete the 3-YEAR/Long Form.

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28th day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **BRIDGE CENTER FOR CONTEMPORARY ART/CHAMIZAL INDEPENDENT FILM FESTIVAL** an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004, and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates FIVE THOUSAND, ONE HUNDRED SEVENTY-SIX AND NO/100 DOLLARS ($5,176.00) in funding from the City's Arts and Culture Department (ACD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope,

artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered invoice dated no earlier than the completion of the Project or the completion of the final report, including all receipts that document actual expenditures for the (i) total award of ACD funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18^{h} Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the

Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract.

If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose, which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever comes first.

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7. The entire compensation amount from ACD will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first based on the entire fiscal year activity. The final report form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT." The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments.** For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public artworks (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are

complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the Mid-Year report and the Final Report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

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COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
CONTRACTOR:	Bridge Center for Contemporary Art/ Chamizal Film Festival 4120 Rio Bravo, Ste. 116 El Paso, Texas 79902

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.), State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR:
BRIDGE CENTER FOR CONTEMPORARY ART/CHAMIZAL INDEPENDENT FILM FESTIVAL

Signature: FOR THE BRIDGE CENTER FOR CONTEMPORARY ART Approval of the Board of Directors

Print Name: Louie Salmon

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: Cesar Alejandro Zamora

Title: Project/Executive Director

APPROVED AS TO FORM:

_____

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

_____

Deborah Hamlyn, Deputy CAO
Quality of Life Services

City of El Paso ACD **Attachment "A"** ***REVISED PROJECT BUDGET*** **Page 1**

UPON NOTIFICATION OF FUNDING, all applicants **MUST SUBMIT** THE first 4 page of this Application Amendment with ORIGINAL SIGNATURES to reflect actual funding awarded to the project. Category I organizations submit also pages 5 and 6 **THIS AMENDMENT WILL BE ATTACHED TO THE CONTRACT.**

☒ ACD Funding Program **AND/OR** ☐ TCA Funding Program ☒ Umbrella Project

☐ Category I ☒ Category II

ORGANIZATION'S FISCAL YEAR: Begin 9/1/2004 End 8/31/2005
Mo. Day Year Mo. Day Year

EXACT DATES OF THIS PROJECT: Begin 7/30/2005 End 8/6/2005
Mo. Day Year Mo. Day Year

Legal Name of Applicant Organization Bridge Center for Contemporary Art
Umbrella Covered Entity (if applicable) Chamizal Independent Film F
Department (if applicant is Educational Institution) .....
Mailing Address including Zip Code 4120 Rio Bravo #116 El Paso, TX 79902
Street Address including Zip Code
Phone # (915) 747-5676 ..... Fax:
E-mail bridgecenter@hotmail .....Federal Employer's Identification Number 74-2475894

Describe the Project. **Be specific.**

The Festival is a juried competition of independent films from the United States, Latin America, and Europe. A panel of three judges (film professionals) will decide the winners of the chamizal award for a Latin American film and El Premio El Chamizal for a movie from the United States or Europe. We have student competitions, with cash prizes for Short Screenplays, Documentaries, and Short Videos and all of these in both English and Spanish, competing separately. Additionally, there is a liftime achievement award given to two filmmakers (actors, directors, producers, etc...) One from the United States and one from Latin America. Seminars will be conducted by distinguished, world-renowned film professionals, free of charge. And finally, presentations of the Oscar-winning shorts and the best local shorts, free of charge as well.

How will the awarded funds be used? Describe Be specific

ACD AWARD $5,176 TCA AWARD $_____

1. ACD $5,176 for Wages. TCA 1.
2. ACD _____ TCA 2.
3. ACD _____ TCA 3.

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

Check one of the following:

☒ There will be **NO** changes to the project as described in the original application for funding.

☐ There will be **minor** changes. Explain on an attachment any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may **NOT** be significantly altered and must conform to the intent of the original application, **including project dates and locations**.

We hereby certify that the statements contained in this report are true and correct and represent the complete accounting of this project to the best of our knowledge.

NOTE: Please use BLUE ink for signatures, and PRINT YOUR COMPLETE LEGAL NAME

Bridge Center for contemporary art BY

Authorized Official/Board Chair – Signature

BRIDGE CENTER FOR CONTEMPORARY ART
AMY ESTELLE PARKER 9.15.04
Complete Legal Name (print) Date

Project/Executive Director – Signature

Cesar Alejandro Zamora 09/15/04
Complete Legal Name (print) Date

SEP 15

Financial Information is for ☐ ACD Funding **AND/OR** ☐ TCA Funding

ROUND FIGURES TO NEAREST DOLLAR.

1. CASH from Prior Year(s) or Organizational Funds Available for this Project	$0
Total Cash Available	**$0**
2. EARNED INCOME	
a. Admission charges, subscriptions, box office	$10,000
b. Concessions, sales, parking, publications, advertisers, etc.	$
c. Tuition, class/workshop fees	$
d. Contracted services (performances, exhibitions, etc.)	$
e. Interest on investments, endowments	$
f. Rental income	$
g. Other earned income (specify)	$
Total Projected Earned Income	**$10,000**

3. UNEARNED INCOME Mark **P** for Pending or **C** for Committed

GOVERNMENT SUPPORT (Itemize)

a. Local Government (**Not** including this request)	$	P☐	C☐
b. Hotel/Motel tax	$	P☐	C☐
c. Other city (**Not** Hotel/Motel tax)	$	P☐	C☐
d. County/Regional	$	P☐	C☐
e. State (**Not TCA**)	$	P☐	C☐
f. Funding Directly from TCA	$15,000	P☒	C☐
g. Federal NEA ☐ NEH ☐ Other	$	P☐	C☐
h. Other (specify)	$	P☐	C☐

PRIVATE SUPPORT (Itemize)

a. Fundraising	$4,824	P☒	C☐
b. Individual contributors/sponsors	$10,000	P☒	C☐
c. Memberships	$	P☐	C☐
d. Corporations/Businesses	$34,000	P☐	C☒
e. Foundations	$10,000	P☒	C☐
f. Other (specify) in-kind	$60,000	P☐	C☒
Total Unearned Income	**$133,824**		

CASH RESOURCES (Total of Sections 1, 2, and 3 above	**$143,824**
Must equal Column A on Page 3 EXPENSES	
ACD FUNDING AWARDED	**$5,176**
Must equal Column B on Page 3 EXPENSES	
TCA FUNDING AWARDED	**$**
Must equal Column C on Page 3 EXPENSES	
TOTAL CASH RESOURCES	**$149,000**
Must equal Column D on Page 3 EXPENSES	

RECEIPTS WILL BE REQUIRED FOR FINAL REPORT

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES

	A Cash	+ B ACD Funding	+ C TCA (A+B+C)	= D TOTAL
1. ORGANIZATIONAL PERSONNEL Funding				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative	$39,824	$5,176	$	**$45,000**
b. Artistic	$	$	$	**$0**
c. Technical	$	$	$	**$0**
d. Other (Specify)	$1,500	$	$	**$1,500**
e. Fringe Benefits	$	$	$	**$0**
Total Organizational Personnel	**$41,324**	**$5,176**	**$0**	**$46,500**
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	$4,000	$	$	**$4,000**
ii. Artistic	$20,000	$	$	**$20,000**
iii. Technical	$1,500	$	$	**$1,500**
b. Space Rental	$	$	$	**$0**
c. Travel and Transportation	$7,500	$	$	**$7,500**
d. Other (Specify)	$	$	$	**$0**
Total Implementation	**$33,000**	**$0**	**$0**	**$33,000**
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	$4,500	$	$	**$4,500**
b. Shipping	$6,500	$	$	**$6,500**
c. Supplies and Materials	$5,500	$	$	**$5,500**
d. Exhibition Rental Fee	$2,500	$	$	**$2,500**
e. Marketing and Promotion	$30,000	$	$	**$30,000**
f. Printing	$3,500	$	$	**$3,500**
g. Insurance	$	$	$	**$0**
h. Production or Exhibit Costs	$	$	$	**$0**
	$	$	$	**$0**
i. Other Expenses (Specify)	$9,000	$	$	**$9,000**
	$6,500	$	$	**$6,500**
j. Other Artistic Fees	$1,500	$	$	**$1,500**
Total Misc. Operating Expenses	**$69,500**	**$0**	**$0**	**$69,500**
TOTAL EXPENSES (Sections 1, 2, & 3 above)	**$143,824**	**$5,176**	**$0**	**$149,000**

******PLEASE CHECK CAREFULLY******

YOUR TOTALS ON PAGE 2 SHOULD BE THE SAME AS THE ABOVE TOTALS.

3-YEAR ***Short Form*** **FOR BOTH CATEGORY I AND II APPLICANTS**

The information below is for Bridge Center for Contemporary Art
(NAME OF ORGANIZATION, DEPARTMENT OR PROJECT)

APPLICANT ORGANIZATION'S FISCAL YEAR: 9 / 01 to 8 / 31
MONTH DAY MONTH DAY

	Previous Fiscal Year **Actual Figures**	**Current** Fiscal Year **Approved Budget**	**Next** Fiscal Year **Projected Budget**
Total Income (all sources)	**$$56,577.00**	**$$89,000.00**	**$$99,000.00**
Total Expenses	**$$106,577.00**	**$$149,000.00**	**$$169.00**
Total In-Kind	**$$60,000.00**	**$$60,000.00**	**$$70,000.00**
Funding through City (ACD &/or TCA)	**$$5,212.00**	**$$5,176.00**	**$$15,000.00**
Funding directly from TCA	**$$4,500.00**	**$$15,000.00**	**$$15,000.00**

Organizations with annual operating revenues of **$300,000 or more** applying for **Category I** must also update the previously submitted **3-YEAR/Long Form - Income and Expenses, (pages 10 & 11 on original application).**

If you are also applying directly to TCA for other funding categories, make sure your 3 YEAR/Long Form Income and Expenses (pages 10 – 11) are the same figures that you submit to the TCA. The TCA does a yearly audit our Direct Funding files.

Long Form totals should be transferred to the Short Form **(above).**

Entities of government (including government-funded educational institutions) do **not** need to complete the 3-YEAR/Long Form.

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28th day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **CHAMIZAL NATIONAL MEMORIAL/FESTIVAL** an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004, and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates THREE THOUSAND, FOUR HUNDRED NINETY-NINE AND NO/100 DOLLARS ($3,499.00) in funding from the Texas Commission on the Arts (TCA) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope,

artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered invoice dated no earlier than the completion of the Project or the completion of the final report, including all receipts that document actual expenditures for the (i) total award of ACD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18^{h} Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the

Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract.

If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose, which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever comes first.

6. If the Contractor has submitted the optional Mid-Year report, the City shall compensate the Contractor in two equal installments each of which will be in the amount of ONE THOUSAND, SEVEN HUNDRED FORTY-NINE AND 50/100 DOLLARS ($1,749.50). The first installment (50% of the combined total award from TCA funds) will be payable upon acceptable completion and submission of an invoice and the mid-year report (one original and one copy) and copies of receipts representing at least 50% of total award amount, due on March 15, 2005, for the period ending February 28, 2005. The second installment (50% of the combined total award from TCA funds) -- or the entire compensation amount, if no mid-year report has been submitted -- will be payable upon submission of an invoice and final report due

on September 15, 2005, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from the Arts and Culture Department. Total compensation will be THREE THOUSAND, FOUR HUNDRED NINETY-NINE AND NO/100 DOLLARS ($3,499.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide a numbered and dated invoice and one original and one copy of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The entire compensation amount from TCA will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first based on the entire fiscal year activity. The final report form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE TEXAS COMMISSION ON THE ARTS." The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments.** For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public artworks (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that

contractual obligations outlined herein are complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the Mid-Year report and the Final Report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

10. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO THE ARTS AND CULTURE DEPARTMENT, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

11. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character including negligence by the City, its employees or agents, and by whomsoever suffered or asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

12. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In

addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any such materials.

13. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

14. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY:	City of El Paso Attention: Mayor's Office Two Civic Center Plaza 10th Floor El Paso, Texas 79901-1196
COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
CONTRACTOR:	Chamizal National Memorial/Festival 800 So. San Marcial El Paso, Texas 79905

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.), State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR:
CHAMIZAL NATIONAL MEMORIAL/
FESTIVAL

Signature: _____

Print Name: Maria T. Montes

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: Virginia Ness

Title: Project/Executive Director

APPROVED AS TO FORM:

_____

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

_____

Deborah Hamlyn, Deputy CAO
Quality of Life Services

UPON NOTIFICATION OF FUNDING, all applicants MUST SUBMIT THE first 4 page of this Application Amendment with ORIGINAL SIGNATURES to reflect actual funding awarded to the project. Category I organizations submit also pages 5 and 6 THIS AMENDMENT WILL BE ATTACHED TO THE CONTRACT.

☐ ACD Funding Program AND/OR ☒ TCA Funding Program ☐ Umbrella Project

☐ Category I ☒ Category II

ORGANIZATION'S FISCAL YEAR: Begin 10/1/2004 (Mo. Day Year) End 9/30/2005 (Mo. Day Year)

EXACT DATES OF THIS PROJECT: Begin 10/8/2004 (Mo. Day Year) End 10/10/2004 (Mo. Day Year)

Legal Name of Applicant Organization Chamizal National Memorial

Umbrella Covered Entity (if applicable) _____

Department (if applicant is Educational Institution) _____

Mailing Address including Zip Code 800 S. San Marcial, El Paso, TX 79905

Street Address including Zip Code same

Phone # 915 532-7273 ..... Fax: 915 532-7240

E-mail virginia_ness@nps.gov .....Federal Employer's Identification Number 530198094

Describe the Project. Be specific.

The 31st Chamizal Festival, a celebration of our peaceful border experience, is the only festival of its kind along the entire US/Mexico Border. It is the celebration of our commonalities, as well as our differences. We celebrate through education, through performances, through interaction and through demonstrations. Over 70 performers and artisans representing a broad spectrum of cultural and music genres will share their talents and their knowledge with the audience in this most intimate of festivals, where the participants are more than just spectators. Most performers are here for the whole festival and perform several times. The artisans are here throughout the festival and demonstrate and discuss their various folkway skills. Four stages and a workshop run two days 1-7. Admission is free.

How will the awarded funds be used? Describe Be specific

ACD AWARD $_____ TCA AWARD $3,449

1. ACD _____ TCA 1. See Attachment
2. ACD _____ TCA 2. _____
3. ACD _____ TCA 3. _____

SEP 15

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

Check one of the following:

☒ There will be NO changes to the project as described in the original application for funding.

☐ There will be minor changes. Explain on an attachment any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may NOT be significantly altered and must conform to the intent of the original application, including project dates and locations.

We hereby certify that the statements contained in this report are true and correct and represent the complete accounting of this project to the best of our knowledge. **NOTE: Please use BLUE ink for signatures, and PRINT YOUR COMPLETE LEGAL NAME**

FOR

Authorized Official/Board Chair – Signature — ISABEL MONTES, Superintendent (Complete Legal Name (print)) — Date

Project/Executive Director – Signature — Virginia Ness (Complete Legal Name (print)) — Date 9/15/04

TCA ATTACHMENT

TCA Grant Distribution

	Beginning Balance		$ 3,499.00
1	Applejack	$ 300.00	$ 3,199.00
2	Back porch vipers	$ 500.00	$ 2,699.00
3	CEIBA	$ 300.00	$ 2,399.00
4	Chavarria-Jones	$ 100.00	$ 2,299.00
5	Effie Munro	$ 200.00	$ 2,099.00
6	Guel, Lorenzo	$ 100.00	$ 1,999.00
7	Hernandez, Refugio	$ 49.00	$ 1,950.00
8	Martinez, Maria Ester	$ 250.00	$ 1,700.00
9	Stephen Bennett	$ 1,200.00	$ 500.00
10	Vigil, Cipriano	$ 500.00	$ -

Financial Information is for ☐ ACD Funding **AND/OR** ☐ TCA Funding

ROUND FIGURES TO NEAREST DOLLAR.

1. CASH from Prior Year(s) or Organizational Funds Available for this Project	$
Total Cash Available	**$0**
2. EARNED INCOME	
a. Admission charges, subscriptions, box office	$
b. Concessions, sales, parking, publications, advertisers, etc.	$
c. Tuition, class/workshop fees	$
d. Contracted services (performances, exhibitions, etc.)	$
e. Interest on investments, endowments	$
f. Rental income	$
g. Other earned income (specify) _____	$
Total Projected Earned Income	**$0**

3. UNEARNED INCOME		Mark P for Pending or C for Committed	
GOVERNMENT SUPPORT (Itemize)			
a. Local Government (**Not** including this request)	$	P☐	C☐
b. Hotel/Motel tax	$	P☐	C☐
c. Other city (**Not** Hotel/Motel tax)	$	P☐	C☐
d. County/Regional	$12,000	P☐	C☒
e. State (**Not TCA**)	$	P☐	C☐
f. Funding Directly from TCA	$5,484	P☐	C☒
g. Federal NEA ☐ NEH ☐ Other _____	$57,051	P☐	C☒
h. Other (specify) other NPS GRANT	$5,000	P☐	C☒
PRIVATE SUPPORT (Itemize)			
a. Fundraising	$	P☐	C☐
b. Individual contributors/sponsors	$	P☐	C☐
c. Memberships	$	P☐	C☐
d. Corporations/Businesses	$12,985	P☐	C☒
e. Foundations	$5,000	P☐	C☐
f. Other (specify) _____	$	P☐	C☐
Total Unearned Income	**$97,520**		

CASH RESOURCES (Total of Sections 1, 2, and 3 above	**$97,520**
Must equal Column A on Page 3 EXPENSES	
ACD FUNDING AWARDED	**$**
Must equal Column B on Page 3 EXPENSES	
TCA FUNDING AWARDED	**$3,449**
Must equal Column C on Page 3 EXPENSES	
TOTAL CASH RESOURCES	**$100,969**
Must equal Column D on Page 3 EXPENSES	

RECEIPTS WILL BE REQUIRED FOR FINAL REPORT

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES

	A Cash	+ B ACD Funding	+ C TCA (A+B+C)	= D TOTAL
1. ORGANIZATIONAL PERSONNEL Funding				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative _____	$6,760	$	$	**$6,760**
b. Artistic _____	$	$	$	**$0**
c. Technical _____	$18,720	$	$	**$18,720**
d. Other (Specify)_____	$17,680	$	$	**$17,680**
e. Fringe Benefits	$13,891	$	$	**$13,891**
Total Organizational Personnel	**$57,051**	**$0**	**$0**	**$57,051**
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	$	$	$	**$0**
ii. Artistic	$21,427	$	$	**$21,427**
iii. Technical	$1,000	$	$	**$1,000**
b. Space Rental	$	$	$	**$0**
c. Travel and Transportation	$	$	$	**$0**
d. Other (Specify) _____	$	$	$	**$0**
Total Implementation	**$22,427**	**$0**	**$0**	**$22,427**
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	$2,500	$	$	**$2,500**
b. Shipping	$	$	$	**$0**
c. Supplies and Materials	$345	$	$	**$345**
d. Exhibition Rental Fee	$	$	$	**$0**
e. Marketing and Promotion	$1,463	$	$	**$1,463**
f. Printing	$6,485	$	$	**$6,485**
g. Insurance	$	$	$	**$0**
h. Production or Exhibit Costs	$	$	$	**$0**
_____	$	$	$	**$0**
i. Other Expenses (Specify)	$	$	$	**$0**
hotel	$3,800	$	$	**$3,800**
j. Other Artistic Fees	$3,449	$3,449	$	**$6,898**
Total Misc. Operating Expenses	**$18,042**	**$3,449**	**$0**	**$21,491**
TOTAL EXPENSES (Sections 1, 2, & 3 above)	**$97,520**	**$3,449**	**$0**	**$100,969**

****PLEASE CHECK CAREFULLY****

*YOUR TOTALS ON **PAGE 2** SHOULD BE THE SAME AS THE ABOVE TOTALS.*

3-YEAR ***Short Form*** FOR BOTH CATEGORY I AND II APPLICANTS

The information below is for CHAMIZAL NATIONAL MEMORIAL, CHAMIZAL FESTIVAL
(NAME OF ORGANIZATION, DEPARTMENT OR PROJECT)

APPLICANT ORGANIZATION'S FISCAL YEAR: 10 / 01 to 09 / 30
MONTH DAY MONTH DAY

	Previous Fiscal Year Actual Figures	**Current** Fiscal Year Approved Budget	**Next** Fiscal Year Projected Budget
Total Income (all sources)	$ 89599	$ 100969	$ 105051
Total Expenses	$ 89599	$ 100969	$ 105051
Total In-Kind	$_____	$_____	$_____
Funding through City (ACD &/or TCA)	$ 4364	$ 3449	$ 10000
Funding directly from TCA	$_____	$_____	$_____

Organizations with annual operating revenues of **$300,000 or more** applying for **Category I** must also update the previously submitted **3-YEAR/Long Form - Income and Expenses, (pages 10 & 11 on original application).**

If you are also applying directly to TCA for other funding categories, make sure your 3 YEAR/Long Form Income and Expenses (pages 10 – 11) are the same figures that you submit to the TCA. The TCA does a yearly audit our Direct Funding files.

Long Form totals should be transferred to the Short Form **(above*).***

Entities of government (including government-funded educational institutions) do **not** need to complete the 3-YEAR/Long Form.

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28th day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **CHAMIZAL NATIONAL MEMORIAL-SIGLO DE ORO** an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004, and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates FIVE THOUSAND, ONE HUNDRED SEVENTY-SIX AND NO/100 DOLLARS ($5,176.00) in funding from the City's Arts and Culture Department (ACD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope,

artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered invoice dated no earlier than the completion of the Project or the completion of the final report, including all receipts that document actual expenditures for the (i) total award of ACD funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18^{h} Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the

Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract.

If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose, which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever comes first.

6. If the Contractor has submitted the optional Mid-Year report, the City shall compensate the Contractor in two equal installments each of which will be in the amount of TWO THOUSAND, FIVE HUNDRED EIGHTY-EIGHT AND NO/100 DOLLARS ($2,588.00). The first installment (50% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice and the mid-year report (one original and one copy) and copies of receipts representing at least 50% of total award amount, due on March 15, 2005, for the period ending February 28, 2005. The second installment (50% of the total award from City funds) -- or the entire compensation amount, if no mid-year report has been submitted -- will be payable upon submission of an invoice and final report due on September

15, 2005, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from the Arts and Culture Department. Total compensation will be FIVE THOUSAND, ONE HUNDRED SEVENTY-SIX AND NO/100 DOLLARS ($5,176.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide a numbered and dated invoice and one original and one copy of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The entire compensation amount from ACD will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first based on the entire fiscal year activity. The final report form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT." The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments.** For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public artworks (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are

complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the Mid-Year report and the Final Report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

10. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO THE ARTS AND CULTURE DEPARTMENT, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

11. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character including negligence by the City, its employees or agents, and by whomsoever suffered or asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

12. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any such materials.

13. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

14. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY:	City of El Paso Attention: Mayor's Office Two Civic Center Plaza 10th Floor El Paso, Texas 79901-1196
COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
CONTRACTOR:	Chamizal National Memorial-Siglo de Oro 800 So. San Marcial El Paso, Texas 79905

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines,

including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.), State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR: CHAMIZAL NATIONAL MEMORIAL -SIGLO DE ORO

Signature: _____

Print Name: Maria I. Montes

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: VIRGINIA NESS

Title: Project/Executive Director

APPROVED AS TO FORM:

_____

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

_____

Deborah Hamlyn, Deputy CAO
Quality of Life Services

UPON NOTIFICATION OF FUNDING, all applicants **MUST SUBMIT** THE first 4 page of this Application Amendment with ORIGINAL SIGNATURES to reflect actual funding awarded to the project. Category I organizations submit also pages 5 and 6 THIS AMENDMENT WILL BE ATTACHED TO THE CONTRACT.

☒ ACD Funding Program **AND/OR** ☐ TCA Funding Program ☐ Umbrella Project

☐ Category I ☒ Category II

ORGANIZATION'S FISCAL YEAR: Begin 10/1/2004 (Mo. Day Year) End 9/31/2005 (Mo. Day Year)

EXACT DATES OF THIS PROJECT: Begin 2/24/2005 (Mo. Day Year) End 3/6/2005 (Mo. Day Year)

Legal Name of Applicant Organization Chamizal National Memorial

Umbrella Covered Entity (if applicable) _____

Department (if applicant is Educational Institution) _____

Mailing Address including Zip Code 800 S. San Marcial, El Paso, TX 79905

Street Address including Zip Code same

Phone # 915 532-7273 ..... Fax: 915 532-7240

E-mail virginia_ness@nps.gov .....Federal Employer's Identification Number 530198094

Describe the Project. **Be specific.**

The 30th Siglo de Oro Drama Festival will run Feb. 24 - March 6, 2005. It is a nine day international theatrical fesitval held in the 500 seat theatre of the Memoral. Two dark nights ae contained in the Feb. 24 - March 6 framework. The festival features theatrical performances drawn from Spain's Golden Age of Literature - a time which was familiar to theConquistadors as they traversed this Pass of the North. Theatrical groups from throughout the Spanish speaking world are carefully screened by our Panel of Experts to assure quality to our viewing audiences. Our Advisory Panel has been critical in broadening our worldwide search for excellence. The festival now also offers a student outreach program, which involves all participating groups, most for more than one presentation. The festival is free to the public.

How will the awarded funds be used? Describe Be specific

ACD AWARD $5176 TCA AWARD $_____

1. ACD 2000 group tba TCA 1. _____
2. ACD 2000 group tba TCA 2. _____
3. ACD 1176 group tba TCA 3. _____

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

Check one of the following:

☒ There will be **NO** changes to the project as described in the original application for funding.

☐ There will be **minor** changes. Explain on an attachment any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may **NOT** be significantly altered and must conform to the intent of the original application, **including project dates and locations.**

We hereby certify that the statements contained in this report are true and correct and represent the complete accounting of this project to the best of our knowledge. **NOTE: Please use BLUE ink for signatures, and PRINT YOUR COMPLETE LEGAL NAME**

For ISABEL MONTES, Superintendent

Authorized Official/Board Chair –Signature — Complete Legal Name (print) — Date

VIRGINIA NESS — 9/10/04

Project/Executive Director – Signature — Complete Legal Name (print) — Date

Financial Information is for ☒ ACD Funding **AND/OR** ☐ TCA Funding

ROUND FIGURES TO NEAREST DOLLAR.

1. CASH from Prior Year(s) or Organizational Funds Available for this Project $

Total Cash Available **$0**

2. EARNED INCOME

a. Admission charges, subscriptions, box office	$
b. Concessions, sales, parking, publications, advertisers, etc.	$
c. Tuition, class/workshop fees	$
d. Contracted services (performances, exhibitions, etc.)	$
e. Interest on investments, endowments	$
f. Rental income	$
g. Other earned income (specify) _____	$

Total Projected Earned Income **$0**

3. UNEARNED INCOME Mark **P** for Pending or **C** for Committed

GOVERNMENT SUPPORT (Itemize)

a. Local Government (**Not** including this request)	$	P☐	C☐
b. Hotel/Motel tax	$	P☐	C☐
c. Other city (**Not** Hotel/Motel tax)	$	P☐	C☐
d. County/Regional	$	P☐	C☐
e. State (**Not TCA**)	$	P☐	C☐
f. Funding Directly from TCA	$	P☐	C☐
g. Federal NEA ☐ NEH ☐ Other admin-overhead	$56,235	P☒	C☐
h. Other (specify) Siglo - budget	$42,921	P☒	C☐

PRIVATE SUPPORT (Itemize)

a. Fundraising	$	P☐	C☐
b. Individual contributors/sponsors	$	P☐	C☐
c. Memberships	$	P☐	C☐
d. Corporations/Businesses	$	P☐	C☐
e. Foundations	$	P☐	C☐
f. Other (specify) _____	$	P☐	C☐

Total Unearned Income **$99,156**

CASH RESOURCES (Total of Sections 1, 2, and 3 above **$99,156**

Must equal Column A on Page 3 EXPENSES

ACD FUNDING AWARDED **$5176**

Must equal Column B on Page 3 EXPENSES

TCA FUNDING AWARDED **$**

Must equal Column C on Page 3 EXPENSES

TOTAL CASH RESOURCES **$104,332**

RECEIPTS WILL BE REQUIRED FOR FINAL REPORT

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES

	A Cash	+ B ACD Funding	+ C TCA Funding	= D TOTAL (A+B+C)
1. ORGANIZATIONAL PERSONNEL				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative _____	$6,500	$	$	**$6,500**
b. Artistic _____	$	$	$	**$0**
c. Technical _____	$26,326	$	$	**$26,326**
d. Other (Specify)_____	$13,409	$	$	**$13,409**
e. Fringe Benefits	$10,000	$	$	**$10,000**
Total Organizational Personnel	**$56,235**	**$0**	**$0**	**$56,235**
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	$4,221	$	$	**$4,221**
ii. Artistic	$21774	$	$	**$21,774**
iii. Technical	$	$	$	**$0**
b. Space Rental	$	$	$	**$0**
c. Travel and Transportation	$	$	$	**$0**
d. Other (Specify) _____	$	$	$	**$0**
Total Implementation	**$25,995**	**$0**	**$0**	**$25,995**
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	$	$	$	**$0**
b. Shipping	$	$	$	**$0**
c. Supplies and Materials	$350	$	$	**$350**
d. Exhibition Rental Fee	$	$	$	**$0**
e. Marketing and Promotion	$250	$	$	**$250**
f. Printing	$	$	$	**$0**
g. Insurance	$	$	$	**$0**
h. Production or Exhibit Costs	$	$	$	**$0**
_____	$	$	$	**$0**
i. Other Expenses (Specify)	$3,000	$	$	**$3,000**
lodging	$8,150	$	$	**$8,150**
j. Other Artistic Fees	$5,176	$5,176	$	**$10,352**
Total Misc. Operating Expenses	**$16,926**	**$5,176**	**$0**	**$22,102**
TOTAL EXPENSES (Sections 1, 2, & 3 above)	**$99,156**	**$5,176**	**$0**	**$104,332**

******PLEASE CHECK CAREFULLY******
YOUR TOTALS ON PAGE 2 SHOULD BE THE SAME AS THE ABOVE TOTALS.

3-YEAR ***Short Form*** **FOR BOTH CATEGORY I AND II APPLICANTS**

The information below is for CHAMIZAL NATIONAL MEMORIAL - SIGLO DE ORO FESTIVAL
(NAME OF ORGANIZATION, DEPARTMENT OR PROJECT)

APPLICANT ORGANIZATION'S FISCAL YEAR: 10 / 01 to 09 /30
MONTH DAY MONTH DAY

	Previous Fiscal Year **Actual Figures**	**Current** Fiscal Year **Approved Budget**	**Next** Fiscal Year **Projected Budget**
Total Income (all sources)	$ 105650	$ 114156	$ 104332
Total Expenses	$ 105650	$ 114156	$ 104332
Total In-Kind	$____	$____	$____
Funding through City (ACD &/or TCA)	$ 6494	$ 6258	$ 5176
Funding directly from TCA	$____	$____	$____

Organizations with annual operating revenues of **$300,000 or more** applying for **Category I** must also update the previously submitted **3-YEAR/Long Form - Income and Expenses, (pages 10 & 11 on original application).**

If you are also applying directly to TCA for other funding categories, make sure your 3 YEAR/Long Form Income and Expenses (pages 10 – 11) are the same figures that you submit to the TCA. The TCA does a yearly audit our Direct Funding files.

***Long Form totals should be transferred to the Short Form* (above).**

Entities of government (including government-funded educational institutions) do **not** need to complete the 3-YEAR/Long Form.

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28th day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **CREATIVE KIDS, INC.** an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004, and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates SEVEN THOUSAND, FIVE HUNDRED EIGHTY-SEVEN AND NO/100 DOLLARS ($7,587.00) in funding from the City's Arts and Culture Department (ACD) and TWO THOUSAND, ONE HUNDRED SEVENTY-SEVEN AND NO/100 DOLLARS ($2,177.00) in funding from the Texas Commission on the Arts (TCA), for a Total of NINE THOUSAND, SEVEN HUNDRED SIXTY-FOUR AND NO/100 DOLLARS ($9,764.00) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope, artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered invoice dated no earlier than the completion of the Project or the completion of the final report, including all receipts that document actual expenditures for the (i) total award of ACD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18^{h} Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract.

If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose, which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever comes first.

6. If the Contractor has submitted the optional Mid-Year report, the City shall compensate the Contractor in two equal installments each of which will be in the amount of FOUR THOUSAND, EIGHT HUNDRED EIGHTY-TWO AND NO/100 DOLLARS ($4,882.00). The first installment (50% of the combined total award from City and TCA funds) will be payable upon acceptable completion and submission of an invoice and the mid-year

report (one original and one copy) and copies of receipts representing at least 50% of total award amount, due on March 15, 2005, for the period ending February 28, 2005. The second installment (50% of the combined total award from City and TCA funds) -- or the entire compensation amount, if no mid-year report has been submitted -- will be payable upon submission of an invoice and final report due on September 15, 2005, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from the Arts and Culture Department. Total compensation will be NINE THOUSAND, SEVEN HUNDRED SIXTY-FOUR AND NO/100 DOLLARS ($9,764.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide a numbered and dated invoice and one original and one copy of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The entire compensation amount from ACD and TCA will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first based on the entire fiscal year activity. The final report form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE TEXAS COMMISSION ON THE ARTS." The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments.** For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case

of public artworks (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the Mid-Year report and the Final Report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

10. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO THE ARTS AND CULTURE DEPARTMENT, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

11. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character including negligence by the City, its employees or agents, and by whomsoever suffered or

asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

12. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any such materials.

13. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

14. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY:	City of El Paso Attention: Mayor's Office Two Civic Center Plaza 10th Floor El Paso, Texas 79901-1196
COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
CONTRACTOR:	Creative Kids, Inc. 2626 N. Mesa El Paso, Texas 79902

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.), State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor

standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR: CREATIVE KIDS, INC.

Signature: _____

Print Name: STEPHEN INGLE

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: ANDREA GATES

Title: Project/Executive Director

APPROVED AS TO FORM:

_____

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

_____

Deborah Hamlyn, Deputy CAO
Quality of Life Services

UPON NOTIFICATION OF FUNDING, all applicants MUST SUBMIT THE first 4 page of this Application Amendment with ORIGINAL SIGNATURES to reflect actual funding awarded to the project. Category I organizations submit also pages 5 and 6 THIS AMENDMENT WILL BE ATTACHED TO THE CONTRACT.

☒ ACD Funding Program AND/OR ☒ TCA Funding Program ☐ Umbrella Project

☒ Category I ☐ Category II

ORGANIZATION'S FISCAL YEAR: Begin 9/1/2004 (Mo. Day Year) End 8/31/2005 (Mo. Day Year)

EXACT DATES OF THIS PROJECT: Begin 9/1/2004 (Mo. Day Year) End 8/31/2005 (Mo. Day Year)

Legal Name of Applicant Organization Creative Kids Inc.
Umbrella Covered Entity (if applicable) _____
Department (if applicant is Educational Institution) _____
Mailing Address including Zip Code 2626 N. Mesa #427 El Paso, Texas 79902
Street Address including Zip Code 806 Montana Ave. El Paso, Texas 79902
Phone # (915) 533-9575 ..... Fax: (915) 533-9575
E-mail andrea@creativekidsart.org ..... Federal Employer's Identification Number 74-2910251

Describe the Project. Be specific.

On the third floor of Providence Memorial Hospital, art is being infiltrated throughout the halls. Creative Kids brings Project MAP to oncology patients from the "Jungleville" unit and the Outpatient Oncology Clinic. Because of the children's extended stays at the hospital, many do not have the systematic opportunities to have direct "hands-on" experience with the arts. Creative Kids strives to maximize the quality of life for the oncology patients that encourage a creative and constructive response to their illness. Using the arts provides many avenues of expression that assist with coping, transition, communication and problem solving that in turn empower the patients to create a life-affirming response to illness. The program works with these children to help them voice their feelings and develop constructive channels.

How will the awarded funds be used? Describe Be specific

ACD AWARD $7,587
1. ACD Artistic Fees
2. ACD _____
3. ACD _____

TCA AWARD $2,177
TCA 1. Art Supplies
TCA 2. _____
TCA 3. _____

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

Check one of the following:

☒ There will be NO changes to the project as described in the original application for funding.

☐ There will be minor changes. Explain on an attachment any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may NOT be significantly altered and must conform to the intent of the original application, including project dates and locations.

We hereby certify that the statements contained in this report are true and correct and represent the complete accounting of this project to the best of our knowledge. NOTE: Please use BLUE ink for signatures, and PRINT YOUR COMPLETE LEGAL NAME

Authorized Official/Board Chair –Signature — STEPHEN INGLE (Complete Legal Name (print)) — 9.15.04 (Date)

Project/Executive Director – Signature — ANDREA GATES (Complete Legal Name (print)) — 9.15.04 (Date)

Financial Information is for ☒ ACD Funding AND/OR ☒ TCA Funding

ROUND FIGURES TO NEAREST DOLLAR.

1. CASH from Prior Year(s) or Organizational Funds Available for this Project	$4,000
Total Cash Available	$4,000
2. EARNED INCOME	
a. Admission charges, subscriptions, box office	$
b. Concessions, sales, parking, publications, advertisers, etc.	$
c. Tuition, class/workshop fees	$6,000
d. Contracted services (performances, exhibitions, etc.)	$
e. Interest on investments, endowments	$
f. Rental income	$
g. Other earned income (specify) postcard sales	$1,000
Total Projected Earned Income	$7,000

3. UNEARNED INCOME	Mark P for Pending or C for Committed
GOVERNMENT SUPPORT (Itemize)	
a. Local Government (Not including this request)	$ P☐ C☐
b. Hotel/Motel tax	$ P☐ C☐
c. Other city (Not Hotel/Motel tax)	$ P☐ C☐
d. County/Regional	$ P☐ C☐
e. State (Not TCA)	$ P☐ C☐
f. Funding Directly from TCA	$ P☐ C☐
g. Federal NEA ☐ NEH ☐ Other _____	$ P☐ C☐
h. Other (specify) _____	$ P☐ C☐
PRIVATE SUPPORT (Itemize)	
a. Fundraising	$ P☐ C☐
b. Individual contributors/sponsors	$1,000 P☐ C☒
c. Memberships	$ P☐ C☐
d. Corporations/Businesses	$16,000 P☐ C☒
e. Foundations	$50,000 P☐ C☒
f. Other (specify) _____	$ P☐ C☐
Total Unearned Income	$67,000

CASH RESOURCES (Total of Sections 1, 2, and 3 above	$78,000
Must equal Column A on Page 3 EXPENSES	
ACD FUNDING AWARDED	$7,587
Must equal Column B on Page 3 EXPENSES	
TCA FUNDING AWARDED	$2,177
Must equal Column C on Page 3 EXPENSES	
TOTAL CASH RESOURCES	$87,764
Must equal Column D on Page 3 EXPENSES	

RECEIPTS WILL BE REQUIRED FOR FINAL REPORT

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES

	A Cash +	B ACD Funding +	C TCA (A+B+C) =	D TOTAL
1. ORGANIZATIONAL PERSONNEL Funding				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative S&W	$15,000	$	$	$15,000
b. Artistic S&W	$22,000	$7,587	$	$29,587
c. Technical S&W	$10,000	$	$	$10,000
d. Other (Specify)_____	$	$	$	$0
e. Fringe Benefits	$	$	$	$0
Total Organizational Personnel	$47,000	$7,587	$0	$54,587
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	$	$	$	$0
ii. Artistic	$7,000	$	$	$7,000
iii. Technical	$	$	$	$0
b. Space Rental	$	$	$	$0
c. Travel and Transportation	$2,000	$	$	$2,000
d. Other (Specify) _____	$	$	$	$0
Total Implementation	$9,000	$0	$0	$9,000
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	$	$	$	$0
b. Shipping	$1,000	$	$	$1,000
c. Supplies and Materials	$12,000	$	$2,177	$14,177
d. Exhibition Rental Fee	$	$	$	$0
e. Marketing and Promotion	$500	$	$	$500
f. Printing	$1,000	$	$	$1,000
g. Insurance	$	$	$	$0
h. Production or Exhibit Costs	$7,500	$	$	$7,500
_____	$	$	$	$0
i. Other Expenses (Specify)	$	$	$	$0
_____	$	$	$	$0
j. Other Artistic Fees	$	$	$	$0
Total Misc. Operating Expenses	$22,000	$0	$2,177	$24,177
TOTAL EXPENSES (Sections 1, 2, & 3 above)	$78,000	$7,587	$2,177	$87,764

****PLEASE CHECK CAREFULLY****
YOUR TOTALS ON PAGE 2 SHOULD BE THE SAME AS THE ABOVE TOTALS.

3-YEAR *Short Form* FOR BOTH CATEGORY I AND II APPLICANTS

The information below is for Creative Kids Inc.
(NAME OF ORGANIZATION, DEPARTMENT OR PROJECT)

APPLICANT ORGANIZATION'S FISCAL YEAR: 09 / 01 to 08 / 31
MONTH DAY MONTH DAY

	Previous Fiscal Year Actual Figures	Current Fiscal Year Approved Budget	Next Fiscal Year Projected Budget
Total Income (all sources)	$$125,000.00	$$205,000.00	$$240,000.00
Total Expenses	$$120,000.00	$$160,000.00	$220,000
Total In-Kind	$35,000	$$42,000.00	$47,000
Funding through City (ACD &/or TCA)	$$4,657.00	$9,764	$12,000
Funding directly from TCA	$_____	$_____	$_____

Organizations with annual operating revenues of $300,000 or more applying for Category I must also update the previously submitted 3-YEAR/Long Form - Income and Expenses, (pages 10 & 11 on original application).

If you are also applying directly to TCA for other funding categories, make sure your 3 YEAR/Long Form Income and Expenses (pages 10 – 11) are the same figures that you submit to the TCA. The TCA does a yearly audit our Direct Funding files.

Long Form totals should be transferred to the Short Form (above).

Entities of government (including government-funded educational institutions) do not need to complete the 3-YEAR/Long Form.

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28th day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **THEATRE INC./DANZAS ESPANOLAS** an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004, and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates TWO THOUSAND, SEVENTY AND NO/100 DOLLARS ($2,070.00) in funding from the City's Arts and Culture Department (ACD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope,

artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered invoice dated no earlier than the completion of the Project or the completion of the final report, including all receipts that document actual expenditures for the (i) total award of ACD funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18^{h} Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the

Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract.

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5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever comes first.

6. If the Contractor has submitted the optional Mid-Year report, the City shall compensate the Contractor in two equal installments each of which will be in the amount of ONE THOUSAND, THIRTY-FIVE AND NO/100 DOLLARS ($1,035.00). The first installment (50% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice and the mid-year report (one original and one copy) and copies of receipts representing at least 50% of total award amount, due on March 15, 2005, for the period ending February 28, 2005. The second installment (50% of the total award from City funds) -- or the entire compensation amount, if no mid-year report has been submitted -- will be payable upon submission of an invoice and final report due on September 15, 2005, or thirty days after

the completion of program, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from the Arts and Culture Department. Total compensation will be TWO THOUSAND, SEVENTY AND NO/100 DOLLARS ($2,070.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide a numbered and dated invoice and one original and one copy of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The entire compensation amount from ACD will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first based on the entire fiscal year activity. The final report form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT." The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments.** For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public artworks (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are

complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the Mid-Year report and the Final Report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

10. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO THE ARTS AND CULTURE DEPARTMENT, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

11. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character including negligence by the City, its employees or agents, and by whomsoever suffered or asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

12. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any such materials.

13. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

14. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY:	City of El Paso Attention: Mayor's Office Two Civic Center Plaza 10th Floor El Paso, Texas 79901-1196
COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
CONTRACTOR:	Theatre Inc./Danzas Espanolas P.O. Box 24087 El Paso, Texas 79914

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines,

including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.), State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR:
THEATRE INC./DANZAS ESPANOLAS

Signature: Billie Brown

Print Name: Billie Brown

Title: Authorized Official/Chairman of the Board

Signature: Nina M. Gomez

Print Name: NINA M. GOMEZ

Title: Project/Executive Director

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Deborah Hamlyn, Deputy CAO
Quality of Life Services

UPON NOTIFICATION OF FUNDING, all applicants **MUST SUBMIT** THE first 4 page of this Application Amendment with ORIGINAL SIGNATURES to reflect actual funding awarded to the project. Category I organizations submit also pages 5 and 6 **THIS AMENDMENT WILL BE ATTACHED TO THE CONTRACT.**

☒ ACD Funding Program **AND/OR** ☒ TCA Funding Program ☒ Umbrella Project

☐ Category I ☒ Category II

ORGANIZATION'S FISCAL YEAR: Begin 7/1/2004 (Mo. Day Year) End 6/30/2005 (Mo. Day Year)

EXACT DATES OF THIS PROJECT: Begin 10/21/2004 (Mo. Day Year) End 3/31/2005 (Mo. Day Year)

Legal Name of Applicant Organization THEATRE, INC.

Umbrella Covered Entity (if applicable) DANZAS ESPANOLAS

Department (if applicant is Educational Institution) _____

Mailing Address including Zip Code PO BOX 24087, EL PASO, TX 79914

Street Address including Zip Code 10616 GALATEA PLACE, EL PASO 79924

Phone # 915.821.0150 ..... Fax: 1.702.442.8792

E-mail TheatreInc@elp.rr.com ..... Federal Employer's Identification Number 74-2323895

Describe the Project. **Be specific.**

"Una Noche en España" is a program which incorporates the music of the renowned Mexican composer Agustin Lara, who composed many pieces dedicated and titled with Spanish Themes (I.E. Madrid, Toledo, Sevilla, Granada, etc.), and the dances typical to those cities and regions of Spain. Under the guidance of Nina Gomez as artistic director and Ruben Gutierrez as music director, the program will highlight local talented dancers and musicians, and renowned El Pasoan tenor, Angelo Ferrari to reprise his interpretations of world-famous pieces from Agustin Lara. The program will feature classical, folkloric and flamenco dances of Spain. Vocal and instrumental selections by Agustin Lara will serve to demonstrate the close cultural ties between the Old World (Spain) and the New World (Mexico).

SEP 15

How will the awarded funds be used? Describe Be specific

ACD AWARD $2,070	TCA AWARD $_____
1. ACD artistic fees	TCA 1. _____
2. ACD _____	TCA 2. _____
3. ACD _____	TCA 3. _____

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

Check one of the following:

☒ There will be **NO** changes to the project as described in the original application for funding.

☐ There will be **minor** changes. Explain on an attachment any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may **NOT** be significantly altered and must conform to the intent of the original application, **including project dates and locations.**

We hereby certify that the statements contained in this report are true and correct and represent the complete accounting of this project to the best of our knowledge. **NOTE: Please use BLUE ink for signatures, and PRINT YOUR COMPLETE LEGAL NAME**

Billie Brown	Billie Brown	9/13/04
Authorized Official/Board Chair - Signature	Complete Legal Name (print)	Date
Nina M. Gomez	NINA M. GOMEZ	9-14-04
Project/Executive Director - Signature	Complete Legal Name (print)	Date

Financial Information is for ☒ ACD Funding **AND/OR** ☐ TCA Funding

ROUND FIGURES TO NEAREST DOLLAR.

1. CASH from Prior Year(s) or Organizational Funds Available for this Project	$
Total Cash Available	**$0**
2. EARNED INCOME	
a. Admission charges, subscriptions, box office	$4,850
b. Concessions, sales, parking, publications, advertisers, etc.	$
c. Tuition, class/workshop fees	$
d. Contracted services (performances, exhibitions, etc.)	$
e. Interest on investments, endowments	$
f. Rental income	$
g. Other earned income (specify) _____	$
Total Projected Earned Income	**$4,850**

3. UNEARNED INCOME Mark P for Pending or C for Committed

GOVERNMENT SUPPORT (Itemize)

a. Local Government (**Not** including this request)	$	P☐	C☐
b. Hotel/Motel tax	$	P☐	C☐
c. Other city (**Not** Hotel/Motel tax)	$	P☐	C☐
d. County/Regional	$	P☐	C☐
e. State (**Not TCA**)	$	P☐	C☐
f. Funding Directly from TCA	$	P☐	C☐
g. Federal NEA ☐ NEH ☐ Other _____	$	P☐	C☐
h. Other (specify) _____	$	P☐	C☐

PRIVATE SUPPORT (Itemize)

a. Fundraising	$	P☐	C☐
b. Individual contributors/sponsors	$1,200	P☒	C☒
c. Memberships	$	P☐	C☐
d. Corporations/Businesses	$	P☐	C☐
e. Foundations	$	P☐	C☐
f. Other (specify) _____	$	P☐	C☐
Total Unearned Income	**$1,200**		

CASH RESOURCES (Total of Sections 1, 2, and 3 above	**$6,050**
Must equal Column A on Page 3 EXPENSES	
ACD FUNDING AWARDED	**$2,070**
Must equal Column B on Page 3 EXPENSES	
TCA FUNDING AWARDED	**$**
Must equal Column C on Page 3 EXPENSES	
TOTAL CASH RESOURCES	**$8,120**
Must equal Column D on Page 3 EXPENSES	

RECEIPTS WILL BE REQUIRED FOR FINAL REPORT

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES

	A Cash +	B ACD Funding +	C TCA Funding =	D TOTAL (A+B+C)
1. ORGANIZATIONAL PERSONNEL				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative _____	$1,600	$	$	**$1,600**
b. Artistic _____	$	$	$	**$0**
c. Technical _____	$400	$	$	**$400**
d. Other (Specify)_____	$	$	$	**$0**
e. Fringe Benefits	$	$	$	**$0**
Total Organizational Personnel	**$2,000**	**$0**	**$0**	**$2,000**
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	$1,200	$	$	**$1,200**
ii. Artistic	$100	$2,070	$	**$2,170**
iii. Technical	$	$	$	**$0**
b. Space Rental	$790	$	$	**$790**
c. Travel and Transportation	$	$	$	**$0**
d. Other (Specify) _____	$	$	$	**$0**
Total Implementation	**$2,090**	**$2,070**	**$0**	**$4,160**
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	$	$	$	**$0**
b. Shipping	$	$	$	**$0**
c. Supplies and Materials	$400	$	$	**$400**
d. Exhibition Rental Fee	$	$	$	**$0**
e. Marketing and Promotion	$400	$	$	**$400**
f. Printing	$600	$	$	**$600**
g. Insurance	$	$	$	**$0**
h. Production or Exhibit Costs	$200	$	$	**$200**
<u>props,set</u>	$	$	$	**$0**
i. Other Expenses (Specify)	$360	$	$	**$360**
<u>cast comfort</u>	$	$	$	**$0**
j. Other Artistic Fees	$	$	$	**$0**
Total Misc. Operating Expenses	**$1,960**	**$0**	**$0**	**$1,960**
TOTAL EXPENSES (Sections 1, 2, & 3 above)	**$6,050**	**$2,070**	**$0**	**$8,120**

******PLEASE CHECK CAREFULLY******
YOUR TOTALS ON PAGE 2 SHOULD BE THE SAME AS THE ABOVE TOTALS.

3-YEAR *Short Form* **FOR BOTH CATEGORY I AND II APPLICANTS**

The information below is for THEATRE, INC.
(NAME OF ORGANIZATION, DEPARTMENT OR PROJECT)

APPLICANT ORGANIZATION'S FISCAL YEAR: 7 / 1 to 6 / 30
MONTH DAY MONTH DAY

	Previous Fiscal Year **Actual Figures**	**Current** Fiscal Year **Approved Budget**	**Next** Fiscal Year **Projected Budget**
Total Income (all sources)	**$$103,780.00**	**$$105,680.00**	**$$105,680.00**
Total Expenses	**$$103,643.00**	**$$105,680.00**	**$$105,680.00**
Total In-Kind	**$$12,682.00**	**$$12,148.00**	**$$12,148.00**
Funding through City (ACD &/or TCA)	**$$12,000.00**	**$$13,092**	**$$25,000**
Funding directly from TCA	**$**_____	**$**_____	**$15,000**

Organizations with annual operating revenues of **$300,000 or more** applying for **Category I** must also update the previously submitted **3-YEAR/Long Form - Income and Expenses, (pages 10 & 11 on original application).**

If you are also applying directly to TCA for other funding categories, make sure your 3 YEAR/Long Form Income and Expenses (pages 10 – 11) are the same figures that you submit to the TCA. The TCA does a yearly audit our Direct Funding files.

***Long Form totals should be transferred to the Short Form* (above).**

Entities of government (including government-funded educational institutions) do **not** need to complete the 3-YEAR/Long Form.

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28th day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **EL PASO ASSOCIATION FOR THE PERFORMING ARTS** an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004, and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates FIVE THOUSAND, TWO HUNDRED NINETY-FIVE AND NO/100 DOLLARS ($5,295.00) in funding from the City's Arts and Culture Department (ACD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope,

artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered invoice dated no earlier than the completion of the Project or the completion of the final report, including all receipts that document actual expenditures for the (i) total award of ACD funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18^{h} Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the

Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract.

If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose, which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever comes first.

6. If the Contractor has submitted the optional Mid-Year report, the City shall compensate the Contractor in two equal installments each of which will be in the amount of TWO THOUSAND, SIX HUNDRED FORTY-SEVEN AND 50/100 DOLLARS ($2,647.50). The first installment (50% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice and the mid-year report (one original and one copy) and copies of receipts representing at least 50% of total award amount, due on March 15, 2005, for the period ending February 28, 2005. The second installment (50% of the total award from City funds) -- or the entire compensation amount, if no mid-year report has been submitted -- will be payable upon submission of an invoice and final report due on September 15, 2005, or

thirty days after the completion of program, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from the Arts and Culture Department. Total compensation will be FIVE THOUSAND, TWO HUNDRED NINETY-FIVE AND NO/100 DOLLARS ($5,295.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide a numbered and dated invoice and one original and one copy of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The entire compensation amount from ACD will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first based on the entire fiscal year activity. The final report form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT." The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments.** For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public artworks (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are

complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the Mid-Year report and the Final Report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

10. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO THE ARTS AND CULTURE DEPARTMENT, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

11. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character including negligence by the City, its employees or agents, and by whomsoever suffered or asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

12. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any such materials.

13. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

14. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY:	City of El Paso Attention: Mayor's Office Two Civic Center Plaza 10th Floor El Paso, Texas 79901-1196
COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
CONTRACTOR:	El Paso Association for the Performing Arts 756 Lakeshore Drive El Paso, Texas 79932

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines,

including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.), State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR: EL PASO ASSOCIATION FOR THE PERFORMING ARTS

Signature: Elma D. Rodriguez

Print Name: Elma D. Rodriguez

Title: Authorized Official/Chairman of the Board

Signature: Cynthia Landin

Print Name: CYNTHIA LANDIN

Title: Project/Executive Director

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Deborah Hamlyn, Deputy CAO
Quality of Life Services

City of El Paso ACD **Attachment "A"** ***REVISED PROJECT BUDGET* Page 1**

UPON NOTIFICATION OF FUNDING, all applicants **MUST SUBMIT** THE first 4 page of this Application Amendment with ORIGINAL SIGNATURES to reflect actual funding awarded to the project. Category I organizations submit also pages 5 and 6 **THIS AMENDMENT WILL BE ATTACHED TO THE CONTRACT**.

☒ ACD Funding Program **AND/OR** ☐ TCA Funding Program ☐ Umbrella Project

☐ Category I ☒ Category II

ORGANIZATION'S FISCAL YEAR: Begin 1/1/2005 End 12/1/2005
Mo. Day Year Mo. Day Year

EXACT DATES OF THIS PROJECT: Begin 1/1/2005 End 9/30/2005
Mo. Day Year Mo. Day Year

Legal Name of Applicant Organization El Paso Assn for the Performing Arts

Umbrella Covered Entity (if applicable) _____

Department (if applicant is Educational Institution) _____

Mailing Address including Zip Code P.O. Box 31340, El Paso, TX 79931

Street Address including Zip Code 3525 Pershing, El Paso, TX 79903

Phone # (915) 565-6900 ..... Fax: (915) 598-8431

E-mail epapa@viva-ep.org ..... Federal Employer's Identification Number 74-2436642

Describe the Project. **Be specific**.

Outreach program: The Special EditionCompany (SECo) of Viva El Paso! takes the vibrant message of the four cultures into schools, community centers, cultural events and conventions. Classes, workshops and curriculum will be officered to teachers upon request.

The Academy for the Performing Arts: Provides training in the four dance disciplines utilized in Viva El Paso! The space additional and year-round rehearsal space for the outreach company.

Viva El Paso!: We continue to develop this project as a celebration of our community into a major regional tourist attraction. Viva's artistic quality continues to improve the script, costumes, regional dances and music.

How will the awarded funds be used? Describe Be specific

ACD AWARD $5,295 TCA AWARD $_____

1. ACD _____ TCA 1. _____
2. ACD _____ TCA 2. _____
3. ACD _____ TCA 3. _____

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

Check one of the following:

☒ There will be **NO** changes to the project as described in the original application for funding.

☐ There will be **minor** changes. Explain on an attachment any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may **NOT** be significantly altered and must conform to the intent of the original application, **including project dates and locations**.

We hereby certify that the statements contained in this report are true and correct and represent the complete accounting of this project to the best of our knowledge. **NOTE: Please use BLUE ink for signatures, and PRINT YOUR COMPLETE LEGAL NAME**

Elma D. Rodriguez — Elma D. Rodriguez — 9/15/04
Authorized Official/Board Chair – Signature — Complete Legal Name (print) — Date

Cynthia Landin — CYNTHIA LANDIN — 9/15/04
Project/Executive Director – Signature — Complete Legal Name (print) — Date

Financial Information is for ☒ ACD Funding **AND/OR** ☐ TCA Funding

ROUND FIGURES TO NEAREST DOLLAR.

1. CASH from Prior Year(s) or Organizational Funds Available for this Project	$
Total Cash Available	**$0**
2. EARNED INCOME	
a. Admission charges, subscriptions, box office	$523,908
b. Concessions, sales, parking, publications, advertisers, etc.	$118,902
c. Tuition, class/workshop fees	$24,000
d. Contracted services (performances, exhibitions, etc.)	$52,416
e. Interest on investments, endowments	$
f. Rental income	$23,048
g. Other earned income (specify) _____	$12,525
Total Projected Earned Income	**$754,799**

3. UNEARNED INCOME — Mark **P** for Pending or **C** for Committed

GOVERNMENT SUPPORT (Itemize)

a. Local Government (**Not** including this request)	$	P☐	C☐
b. Hotel/Motel tax	$	P☐	C☐
c. Other city (**Not** Hotel/Motel tax)	$	P☐	C☐
d. County/Regional	$	P☐	C☐
e. State (**Not** TCA)	$	P☐	C☐
f. Funding Directly from TCA	$	P☐	C☐
g. Federal NEA ☐ NEH ☐ Other _____	$	P☐	C☐
h. Other (specify) _____	$	P☐	C☐

PRIVATE SUPPORT (Itemize)

a. Fundraising	$10,000	P☒	C☐
b. Individual contributors/sponsors	$10,000	P☒	C☐
c. Memberships	$	P☐	C☐
d. Corporations/Businesses	$30,000	P☒	C☐
e. Foundations	$15,000	P☒	C☐
f. Other (specify) _____	$	P☐	C☐

Total Unearned Income **$65,000**

CASH RESOURCES (Total of Sections 1, 2, and 3 above	**$819,799**
Must equal Column A on Page 3 EXPENSES	
ACD FUNDING AWARDED	**$5,295**
Must equal Column B on Page 3 EXPENSES	
TCA FUNDING AWARDED	**$**
Must equal Column C on Page 3 EXPENSES	
TOTAL CASH RESOURCES	**$825,094**
Must equal Column D on Page 3 EXPENSES	

RECEIPTS WILL BE REQUIRED FOR FINAL REPORT

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES

	A Cash +	B ACD Funding +	C TCA Funding =	D TOTAL (A+B+C)
1. ORGANIZATIONAL PERSONNEL				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative _____	$112,423	$	$	**$112,423**
b. Artistic _____	$98,285	$	$	**$98,285**
c. Technical _____	$22,277	$	$	**$22,277**
d. Other (Specify)_____	$9,278	$	$	**$9,278**
e. Fringe Benefits	$54,803	$	$	**$54,803**
Total Organizational Personnel	**$297,066**	**$0**	**$0**	**$297,066**
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	$42,626	$	$	**$42,626**
ii. Artistic	$44,813	$5,295	$	**$50,108**
iii. Technical	$52,412	$	$	**$52,412**
b. Space Rental	$20,241	$	$	**$20,241**
c. Travel and Transportation	$17,805	$	$	**$17,805**
d. Other (Specify) _____	$	$	$	**$0**
Total Implementation	**$177,897**	**$5,295**	**$0**	**$183,192**
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	$1,173	$	$	**$1,173**
b. Shipping	$1,340	$	$	**$1,340**
c. Supplies and Materials	$60,254	$	$	**$60,254**
d. Exhibition Rental Fee	$4,226	$	$	**$4,226**
e. Marketing and Promotion	$67,264	$	$	**$67,264**
f. Printing	$21,921	$	$	**$21,921**
g. Insurance	$19,932	$	$	**$19,932**
h. Production or Exhibit Costs	$40,688	$	$	**$40,688**
Costumes, Sets	$41,250	$	$	**$41,250**
i. Other Expenses (Specify)	$53,807	$	$	**$53,807**
Depreciation, Repair, Maintena	$32,981	$	$	**$32,981**
j. Other Artistic Fees	$	$	$	**$0**
Total Misc. Operating Expenses	**$344,836**	**$0**	**$0**	**$344,836**
TOTAL EXPENSES (Sections 1, 2, & 3 above)	**$819,799**	**$5,295**	**$0**	**$825,094**

******PLEASE CHECK CAREFULLY******
YOUR TOTALS ON PAGE 2 SHOULD BE THE SAME AS THE ABOVE TOTALS.

3-YEAR ***Short Form*** **FOR BOTH CATEGORY I AND II APPLICANTS**

The information below is for _____
(NAME OF ORGANIZATION, DEPARTMENT OR PROJECT)

APPLICANT ORGANIZATION'S FISCAL YEAR: _____/_____ to _____/_____
MONTH DAY MONTH DAY

	Previous Fiscal Year **Actual Figures**	**Current** Fiscal Year **Approved Budget**	**Next** Fiscal Year **Projected Budget**
Total Income (all sources)	**$$548,763.00**	**$$270,675.08**	**$$819,799.00**
Total Expenses	**$$618,420.00**	**$258,330.56**	**$$834,799.00**
Total In-Kind	**$**_____	**$**_____	**$**_____
Funding through City (ACD &/or TCA) **$**_____		**$$18,535.00**	**$$5,295.00**
Funding directly from TCA	**$**_____	**$**_____	**$**_____

Organizations with annual operating revenues of **$300,000 or more** applying for **Category I** must also update the previously submitted **3-YEAR/Long Form - Income and Expenses, (pages 10 & 11 on original application).**

If you are also applying directly to TCA for other funding categories, make sure your 3 YEAR/Long Form Income and Expenses (pages 10 – 11) are the same figures that you submit to the TCA. The TCA does a yearly audit our Direct Funding files.

***Long Form totals should be transferred to the Short Form* (above).**

Entities of government (including government-funded educational institutions) do **not** need to complete the 3-YEAR/Long Form.

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28th day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **EL PASO COMMUNITY COLLEGE ARTS AND COMMUNICATIONS DIVISION-SPRING ARTS FESTIVAL** an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004, and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates FOUR THOUSAND, THREE HUNDRED THIRTY-ONE AND NO/100 DOLLARS ($4,331.00) in funding from the City's Arts and Culture Department (ACD) and ONE THOUSAND, TWO HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS ($1,227.00) in funding from the Texas Commission on the Arts (TCA), for a Total of FIVE THOUSAND, FIVE HUNDRED FIFTY-EIGHT AND NO/100

DOLLARS ($5,558.00) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope, artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered invoice dated no earlier than the completion of the Project or the completion of the final report, including all receipts that document actual expenditures for the (i) total award of ACD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18h Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract.

If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose, which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever comes first.

6. If the Contractor has submitted the optional Mid-Year report, the City shall compensate the Contractor in two equal installments each of which will be in the amount of TWO THOUSAND, SEVEN HUNDRED SEVENTY-NINE AND NO/100 DOLLARS

($2,779.00). The first installment (50% of the combined total award from City and TCA funds) will be payable upon acceptable completion and submission of an invoice and the mid-year report (one original and one copy) and copies of receipts representing at least 50% of total award amount, due on March 15, 2005, for the period ending February 28, 2005. The second installment (50% of the combined total award from City and TCA funds) -- or the entire compensation amount, if no mid-year report has been submitted -- will be payable upon submission of an invoice and final report due on September 15, 2005, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from the Arts and Culture Department. Total compensation will be FIVE THOUSAND, FIVE HUNDRED FIFTY-EIGHT AND NO/100 DOLLARS ($5,558.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide a numbered and dated invoice and one original and one copy of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The entire compensation amount from ACD and TCA will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first based on the entire fiscal year activity. The final report form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE TEXAS COMMISSION ON THE ARTS." The credit line should be prominent, readable and equitable in size to other supporter/sponsor**

acknowledgments. For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public artworks (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the Mid-Year report and the Final Report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

10. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO THE ARTS AND CULTURE DEPARTMENT, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

11. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character including negligence by the City, its employees or agents, and by whomsoever suffered or asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

12. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any such materials.

13. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

14. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY:	City of El Paso Attention: Mayor's Office Two Civic Center Plaza 10th Floor El Paso, Texas 79901-1196
COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
CONTRACTOR:	El Paso Community College Arts and Communications Division-Spring Arts Festival P.O. Box 20500 El Paso, Texas 79998-0500

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.), State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the

Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR: EL PASO COMMUNITY COLLEGE ARTS AND COMMUNICATIONS DIVISION-SPRING ARTS FESTIVAL

Signature: _____

Print Name: Richard M. Rhodes, Ph.D.

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: Claude Mathis

Title: Project/Executive Director

APPROVED AS TO FORM:

_____

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

_____

Deborah Hamlyn, Deputy CAO
Quality of Life Services

UPON NOTIFICATION OF FUNDING, all applicants **MUST SUBMIT** THE first 4 page of this Application Amendment with ORIGINAL SIGNATURES to reflect actual funding awarded to the project. Category I organizations submit also pages 5 and 6 THIS AMENDMENT WILL BE ATTACHED TO THE CONTRACT.

☒ ACD Funding Program **AND/OR** ☒ TCA Funding Program ☐ Umbrella Project

☐ Category I ☒ Category II

ORGANIZATION'S FISCAL YEAR: Begin 9/1/2004 (**Mo.** Day Year) End 8/31/2005 (Mo. Day Year)

EXACT DATES OF THIS PROJECT: Begin 3/28/2005 (**Mo.** Day Year) End 5/13/2005 (Mo. Day Year)

Legal Name of Applicant Organization El Paso Community College

Umbrella Covered Entity (if applicable) _____

Department (if applicant is Educational Institution) ALP, BASK, Comm., & Performing Arts Division

Mailing Address including Zip Code P.O. Box 20500, El Paso, TX 79998

Street Address including Zip Code 919 Hunter Dr., El Paso, TX 79915

Phone # (915) 831-4463 ..... Fax: (915) 831-4455

E-mail alfredl@epcc.edu ..... Federal Employer's Identification Number 1741690850

Describe the Project. **Be specific.**

The El Paso Community College Spring Arts Festival is a month-long celebration of the arts, featuring various local and nationally recognized artists. The Festival consists of a variety of events covering theatrical, musical, literary and cinematic interests. EPCC faculty members as well as students have the opportunity to showcase their own talents in these areas, and guest artists who have been nationally recognized for their talents are invited to participate and share their work with the community. As in years past the festival will focus on two primary categories: Events in which students from EPCC can participate and events featuring EPCC faculty and nationally recognized talent. Activities occur throughout the campuses of EPCC as well as in venues around downtown El Paso. All events are free and open to the public.

How will the awarded funds be used? Describe Be specific

ACD AWARD $4,331 TCA AWARD $1,227

1. ACD Artistic TCA 1. Artistic
2. ACD _____ TCA 2. _____
3. ACD _____ TCA 3. _____

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

Check one of the following:

☒ There will be **NO** changes to the project as described in the original application for funding.

☐ There will be **minor** changes. Explain on an attachment any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may **NOT** be significantly altered and must conform to the intent of the original application, **including project dates and locations.**

NOTE: Please use BLUE ink for signatures, and PRINT YOUR COMPLETE LEGAL NAME

Authorized Official/Board Chair - Signature — Dr. Richard Rhodes (Complete Legal Name (print)) — 9/15/04 (Date)

Project/Executive Director - Signature — Mr. Claude Mathis (Complete Legal Name (print)) — 9/14/04 (Date)

Financial Information is for ☒ ACD Funding **AND/OR** ☒ TCA Funding

ROUND FIGURES TO NEAREST DOLLAR.

1.	**CASH** from Prior Year(s) or Organizational Funds Available for this Project	$
Total Cash Available		**$0**
2.	**EARNED INCOME**	
	a. Admission charges, subscriptions, box office	$
	b. Concessions, sales, parking, publications, advertisers, etc.	$
	c. Tuition, class/workshop fees	$
	d. Contracted services (performances, exhibitions, etc.)	$
	e. Interest on investments, endowments	$
	f. Rental income	$
	g. Other earned income (specify) _____	$
Total Projected Earned Income		**$0**

		Mark P for Pending or C for Committed
3.	**UNEARNED INCOME**	
GOVERNMENT SUPPORT (Itemize)		
a. Local Government (**Not** including this request)	$	P☐ C☐
b. Hotel/Motel tax	$	P☐ C☐
c. Other city (**Not** Hotel/Motel tax)	$	P☐ C☐
d. County/Regional	$	P☐ C☐
e. State (**Not TCA**)	$	P☐ C☐
f. Funding Directly from TCA	$	P☐ C☐
g. Federal NEA ☐ NEH ☐ Other _____	$	P☐ C☐
h. Other (specify) _____	$	P☐ C☐
PRIVATE SUPPORT (Itemize)		
a. Fundraising	$	P☐ C☐
b. Individual contributors/sponsors	$	P☐ C☐
c. Memberships	$	P☐ C☐
d. Corporations/Businesses	$	P☐ C☐
e. Foundations	$	P☐ C☐
f. Other (specify) EPCC College Match	$5,558	P☒ C☐
Total Unearned Income	**$5,558**	

CASH RESOURCES (Total of Sections 1, 2, and 3 above	**$5,558**
Must [illegible]	
ACD FUNDING AWARDED	**$4,331**
Must [illegible]	
TCA FUNDING AWARDED	**$1,227**
Must [illegible]	
TOTAL CASH RESOURCES	**$11,116**
Must	

RECEIPTS WILL BE REQUIRED FOR FINAL REPORT

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES

	A Cash	+ B ACD Funding	+ C TCA Funding	= D TOTAL (A+B+C)
1. ORGANIZATIONAL PERSONNEL				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative _____	$	$	$	**$0**
b. Artistic _____	$	$	$	**$0**
c. Technical _____	$	$	$	**$0**
d. Other (Specify) Faculty 20%	$2,223	$	$	**$2,223**
e. Fringe Benefits	$	$	$	**$0**
Total Organizational Personnel	**$2,223**	**$0**	**$0**	**$2,223**
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	$	$	$	**$0**
ii. Artistic	$	$4,331	$1,227	**$5,558**
iii. Technical	$	$	$	**$0**
b. Space Rental	$	$	$	**$0**
c. Travel and Transportation	$1,500	$	$	**$1,500**
d. Other (Specify) _____	$	$	$	**$0**
Total Implementation	**$1,500**	**$4,331**	**$1,227**	**$7,058**
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	$	$	$	**$0**
b. Shipping	$	$	$	**$0**
c. Supplies and Materials	$500	$	$	**$500**
d. Exhibition Rental Fee	$	$	$	**$0**
e. Marketing and Promotion	$500	$	$	**$500**
f. Printing	$500	$	$	**$500**
g. Insurance	$	$	$	**$0**
h. Production or Exhibit Costs	$	$	$	**$0**
_____	$	$	$	**$0**
i. Other Expenses (Specify)	$	$	$	**$0**
Catering	$335	$	$	**$335**
j. Other Artistic Fees	$	$	$	**$0**
Total Misc. Operating Expenses	**$1,835**	**$0**	**$0**	**$1,835**
TOTAL EXPENSES (Sections 1, 2, & 3 above)	**$5,558**	**$4,331**	**$1,227**	**$11,116**

PLEASE CHECK CAREFULLY
YOUR TOTALS ON ***PAGE 2*** SHOULD BE THE SAME AS THE ABOVE TOTALS.

3-YEAR ***Short Form*** FOR BOTH CATEGORY I AND II APPLICANTS

The information below is for EPCC Spring Arts Festival
(NAME OF ORGANIZATION, DEPARTMENT OR PROJECT)

APPLICANT ORGANIZATION'S FISCAL YEAR: 09 / 01 to 08 / 31
MONTH DAY MONTH DAY

	Previous Fiscal Year Actual Figures	**Current** Fiscal Year Approved Budget	**Next** Fiscal Year Projected Budget
Total Income (all sources)	**$$10,810.00**	**$$11,116.00**	**$$12,000.00**
Total Expenses	**$$10,810.00**	**$$11,116.00**	**$$12,000.00**
Total In-Kind	$____	$____	$____
Funding through City (ACD &/or TCA)	**$$3,292.00**	**$$4,331.00**	**$$4,000.00**
Funding directly from TCA	**$$1,893.00**	**$$1,227.00**	**$$2,000.00**

Organizations with annual operating revenues of $300,000 or more applying for **Category I** must also update the previously submitted 3-YEAR/Long Form - Income and Expenses, (pages 10 & 11 on original application).

If you are also applying directly to TCA for other funding categories, make sure your 3 YEAR/Long Form Income and Expenses (pages 10 – 11) are the same figures that you submit to the TCA. The TCA does a yearly audit our Direct Funding files.

Long Form totals should be transferred to the Short Form* (above*).

Entities of government (including government-funded educational institutions) do **not** need to complete the 3-YEAR/Long Form.

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28th day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **EL PASO FRIENDS OF JAZZ SOCIETY** an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004, and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates ONE THOUSAND, EIGHT HUNDRED SEVENTY-SIX AND NO/100 DOLLARS ($1,876.00) in funding from the City's Arts and Culture Department (ACD) and FIVE HUNDRED EIGHT AND NO/100 DOLLARS ($508.00) in funding from the Texas Commission on the Arts (TCA), for a Total of TWO THOUSAND, THREE HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS ($2,384.00) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope, artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered invoice dated no earlier than the completion of the Project or the completion of the final report, including all receipts that document actual expenditures for the (i) total award of ACD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18^{h} Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract.

If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose, which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever comes first.

6. If the Contractor has submitted the optional Mid-Year report, the City shall compensate the Contractor in two equal installments each of which will be in the amount of ONE THOUSAND, ONE HUNDRED NINETY-TWO AND NO/100 DOLLARS ($1,192.00). The first installment (50% of the combined total award from City and TCA funds) will be payable upon acceptable completion and submission of an invoice and the mid-year report (one original

and one copy) and copies of receipts representing at least 50% of total award amount, due on March 15, 2005, for the period ending February 28, 2005. The second installment (50% of the combined total award from City and TCA funds) -- or the entire compensation amount, if no mid-year report has been submitted -- will be payable upon submission of an invoice and final report due on September 15, 2005, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from the Arts and Culture Department. Total compensation will be TWO THOUSAND, THREE HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS ($2,384.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide a numbered and dated invoice and one original and one copy of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The entire compensation amount from ACD and TCA will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first based on the entire fiscal year activity. The final report form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE TEXAS COMMISSION ON THE ARTS." The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments.** For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case

of public artworks (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the Mid-Year report and the Final Report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

10. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO THE ARTS AND CULTURE DEPARTMENT, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

11. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character including negligence by the City, its employees or agents, and by whomsoever suffered or

asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

12. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any such materials.

13. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

14. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY:	City of El Paso Attention: Mayor's Office Two Civic Center Plaza 10th Floor El Paso, Texas 79901-1196
COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
CONTRACTOR:	El Paso Friends of Jazz Society 8125 Dempsy El Paso, Texas 79925

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.), State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor

standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR:
EL PASO FRIENDS OF JAZZ SOCIETY

Signature: Stanley Ball

Print Name: STANLEY BALL

Title: Authorized Official/Chairman of the Board

Signature: Andrew C. Faire

Print Name: Andrew C. Faire

Title: Project/Executive Director

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Deborah Hamlyn, Deputy CAO
Quality of Life Services

UPON NOTIFICATION OF FUNDING, all applicants MUST SUBMIT THE first 4 pages of this Revised Project Budget with ORIGINAL SIGNATURES to reflect actual funding awarded to the project. Category I organizations submit also pages 5 and 6 THIS DOCUMENT WILL BE ATTACHED TO THE CONTRACT.

☒ ACD Funding Program AND/OR ☒ TCA Funding Program ☐ Umbrella Project

☐ Category I ☒ Category II

ORGANIZATION'S FISCAL YEAR: Begin 1/1/2004 (Mo. Day Year) End 12/31/2004 (Mo. Day Year)

EXACT DATES OF THIS PROJECT: Begin 9/5/2004 (Mo. Day Year) End 9/5/2004 (Mo. Day Year)

Legal Name of Applicant Organization El Paso Friends of Jazz Society

Umbrella Covered Entity (if applicable) _____

Department (if applicant is Educational Institution) _____

Mailing Address including Zip Code P.O.Box 3740/El Paso, TX 79923

Street Address including Zip Code _____

Phone # (915) 592-1357 ..... Fax: _____

E-mail _____ Federal Employer's Identification Number 74-2412912

Describe the Project. Be specific.

Jazz in the Canyon 2004 sponsored by the El Paso Friends of Jazz Society will take place at McKelligan Canyon on Sunday, September 5, 2004, from 3:00 to 10:30 pm. The event will present several bands featuring many of the top professional and advanced youth jazz musicians in the El Paso/Las Cruces region. In order to accomondate the overflow crowd inside the McKelligan Canyon Pavilion, there will be expanded outdoor seating under large tents, with a view of the performances on stage provided by big screen projection video. Proceeds from the event, after expenses, will once again go to scholarships for young musicians interested in jazz studies.

How will the awarded funds be used? Describe Be specific

ACD AWARD $1,876 TCA AWARD $508

1. ACD 1,876 TCA 1. 508
2. ACD _____ TCA 2. _____
3. ACD _____ TCA 3. _____

SEP 10

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

Check one of the following:

☒ There will be NO changes to the project as described in the original application for funding.

☐ There will be minor changes. Explain on an attachment any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may NOT be significantly altered and must conform to the intent of the original application, **including project dates and locations.**

We hereby certify that the statements contained in this report are true and correct and represent the complete accounting of this project to the best of our knowledge. NOTE: **Please use BLUE ink for signatures, and PRINT YOUR COMPLETE LEGAL NAME**

Stanley Ball — Authorized Official/Board Chair – Signature

STANLEY BALL — Complete Legal Name (print)

09/09/04 — Date

Andrew C. Faire — Project/Executive Director – Signature

Andrew C. Faire — Complete Legal Name (print)

09-9-04 — Date

Financial Information is for ☒ ACD Funding AND/OR ☒ TCA Funding

ROUND FIGURES TO NEAREST DOLLAR.

1. **CASH** from Prior Year(s) or Organizational Funds Available for this Project	$
Total Cash Available	$0
2. EARNED INCOME	
a. Admission charges, subscriptions, box office	$7,500
b. Concessions, sales, parking, publications, advertisers, etc.	$316
c. Tuition, class/workshop fees	$
d. Contracted services (performances, exhibitions, etc.)	$
e. Interest on investments, endowments	$
f. Rental income	$
g. Other earned income (specify) _____	$
Total Projected Earned Income	$7,816

3. UNEARNED INCOME		Mark P for Pending or C for Committed
GOVERNMENT SUPPORT (Itemize)		
a. Local Government (Not including this request)	$	P☐ C☐
b. Hotel/Motel tax	$	P☐ C☐
c. Other city (Not Hotel/Motel tax)	$	P☐ C☐
d. County/Regional	$	P☐ C☐
e. State (Not TCA)	$	P☐ C☐
f. Funding Directly from TCA	$	P☐ C☐
g. Federal NEA ☐ NEH ☐ Other _____	$	P☐ C☐
h. Other (specify) _____	$	P☐ C☐
PRIVATE SUPPORT (Itemize)		
a. Fundraising	$	P☐ C☐
b. Individual contributors/sponsors	$	P☐ C☐
c. Memberships	$	P☐ C☐
d. Corporations/Businesses	$	P☐ C☐
e. Foundations	$	P☐ C☐
f. Other (specify) _____	$	P☐ C☐
Total Unearned Income	$0	

CASH RESOURCES (Total of Sections 1, 2, and 3 above Must equal Column A on Page 3 EXPENSES	$7,816
ACD FUNDING AWARDED Must equal Column B on Page 3 EXPENSES	$1,876
TCA FUNDING AWARDED Must equal Column C on Page 3 EXPENSES	$508
TOTAL CASH RESOURCES Must equal Column D on Page 3 EXPENSES	$10,200

RECEIPTS WILL BE REQUIRED FOR FINAL REPORT

EXPENSES

ROUND FIGURES TO NEAREST DOLLAR

	A Cash	+ B ACD Funding	+ C TCA (A+B+C)	= D TOTAL
1. ORGANIZATIONAL PERSONNEL Funding				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative _____	$	$	$	$0
b. Artistic _____	$	$	$	$0
c. Technical _____	$	$	$	$0
d. Other (Specify)_____	$	$	$	$0
e. Fringe Benefits	$	$	$	$0
Total Organizational Personnel	$0	$0	$0	$0
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	$	$	$	$0
ii. Artistic	$3,116	$376	$508	$4,000
iii. Technical	$	$1,500	$	$1,500
b. Space Rental	$1,500	$	$	$1,500
c. Travel and Transportation	$	$	$	$0
d. Other (Specify) _____	$	$	$	$0
Total Implementation	$4,616	$1,876	$508	$7,000
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	$1,200	$	$	$1,200
b. Shipping	$	$	$	$0
c. Supplies and Materials	$1,000	$	$	$1,000
d. Exhibition Rental Fee	$	$	$	$0
e. Marketing and Promotion	$	$	$	$0
f. Printing	$1,000	$	$	$1,000
g. Insurance	$	$	$	$0
h. Production or Exhibit Costs	$	$	$	$0
_____	$	$	$	$0
i. Other Expenses (Specify)	$	$	$	$0
_____	$	$	$	$0
j. Other Artistic Fees	$	$	$	$0
Total Misc. Operating Expenses	$3,200	$0	$0	$3,200
TOTAL EXPENSES (Sections 1, 2, & 3 above)	$7,816	$1,876	$508	$10,200

****PLEASE CHECK CAREFULLY****

YOUR TOTALS ON PAGE 2 SHOULD BE THE SAME AS THE ABOVE TOTALS.

3-YEAR *Short Form* FOR BOTH CATEGORY I AND II APPLICANTS

The information below is for El Paso Friends of Jazz Society
(NAME OF ORGANIZATION, DEPARTMENT OR PROJECT)

APPLICANT ORGANIZATION'S FISCAL YEAR: 1 / 1 to 12 / 31
MONTH DAY MONTH DAY

	Previous Fiscal Year Actual Figures	Current Fiscal Year Approved Budget	Next Fiscal Year Projected Budget
Total Income (all sources)	$21,450.00	$22,500.00	$24,500.00
Total Expenses	$18,681.00	$20,116.00	$21,500.00
Total In-Kind	$_____	$_____	$_____
Funding through City (ACD &/or TCA)	$3,163.00	$2,384.00	$5,500.00
Funding directly from TCA	$_____	$_____	$_____

Organizations with annual operating revenues of $300,000 or more applying for **Category I** must also update the previously submitted 3-YEAR/Long Form - Income and Expenses, (pages 10 & 11 on original application).

If you are also applying directly to TCA for other funding categories, make sure your 3 YEAR/Long Form Income and Expenses (pages 10 – 11) are the same figures that you submit tc the TCA. The TCA does a yearly audit our Direct Funding files.

Long Form totals should be transferred to the Short Form (above).

Entities of government (including government-funded educational institutions) do **not** need to complete the 3-YEAR/Long Form.

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28th day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **EL PASO PLAYHOUSE KIDS-N-COMPANY** an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004, and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates FIVE THOUSAND, ONE HUNDRED SEVENTEEN AND NO/100 DOLLARS ($5,117.00) in funding from the City's Arts and Culture Department (ACD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope,

artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered invoice dated no earlier than the completion of the Project or the completion of the final report, including all receipts that document actual expenditures for the (i) total award of ACD funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18^{h} Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the

Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract.

If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose, which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever comes first.

6. If the Contractor has submitted the optional Mid-Year report, the City shall compensate the Contractor in two equal installments each of which will be in the amount of TWO THOUSAND, FIVE HUNDRED FIFTY-EIGHT AND 50/100 DOLLARS ($2,558.50). The first installment (50% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice and the mid-year report (one original and one copy) and copies of receipts representing at least 50% of total award amount, due on March 15, 2005, for the period ending February 28, 2005. The second installment (50% of the total award from City funds) -- or the entire compensation amount, if no mid-year report has been submitted -- will be payable upon submission of an invoice and final report due on September 15, 2005, or

thirty days after the completion of program, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from the Arts and Culture Department. Total compensation will be FIVE THOUSAND, ONE HUNDRED SEVENTEEN AND NO/100 DOLLARS ($5,117.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide a numbered and dated invoice and one original and one copy of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The entire compensation amount from ACD will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first based on the entire fiscal year activity. The final report form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT." The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments.** For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public artworks (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are

complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the Mid-Year report and the Final Report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

10. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO THE ARTS AND CULTURE DEPARTMENT, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

11. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character including negligence by the City, its employees or agents, and by whomsoever suffered or asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

12. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any such materials.

13. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

14. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY:	City of El Paso Attention: Mayor's Office Two Civic Center Plaza 10th Floor El Paso, Texas 79901-1196
COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
CONTRACTOR:	El Paso Playhouse Kids-n-Company P.O. 971333 El Paso, Texas 79997

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines,

including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.), State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR:
EL PASO PLAYHOUSE KIDS-N-COMPANY

Signature: _____

Print Name: Stella Gutierrez

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: JAN H. WOLFE

Title: Project/Executive Director

APPROVED AS TO FORM:

_____

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

_____

Deborah Hamlyn, Deputy CAO
Quality of Life Services

UPON NOTIFICATION OF FUNDING, all applicants **MUST SUBMIT** THE first 4 page of this Application Amendment with ORIGINAL SIGNATURES to reflect actual funding awarded to the project. Category I organizations submit also pages 5 and 6 **THIS AMENDMENT WILL BE ATTACHED TO THE CONTRACT.**

☒ ACD Funding Program **AND/OR** ☐ TCA Funding Program ☐ Umbrella Project

☐ Category I ☒ Category II

ORGANIZATION'S FISCAL YEAR: Begin 9/1/2004 End 8/31/2005
Mo. Day Year Mo. Day Year

EXACT DATES OF THIS PROJECT: Begin 9/1/2004 End 8/31/2005
Mo. Day Year Mo. Day Year

Legal Name of Applicant Organization El Paso Playhouse Kids-N-Co.
Umbrella Covered Entity (if applicable) _____
Department (if applicant is Educational Institution) _____
Mailing Address including Zip Code P. O. Box 971333, El Paso, Texas 79997
Street Address including Zip Code 1301 Texas Avenue, El Paso, Texas 79901
Phone # (915) 820-1794 ..... Fax: (915) 772-4019
E-mail epkidsnco1@aol.com .....Federal Employer's Identification Number 74-1496869

Describe the Project. **Be specific.**

The 2004-2005 Production Season is scheduled to include six productions. One of the shows is designed to highlight the unique culture of El Paso and at least a portion of this show will be in Spanish. Another show will be produced at the Chamizal Theatre. The show at Chamizal, The Littlest Angel, will be during the last weekend before Chrismas. All other shows are scheduled to last for approximately four weeks and consist of at least two shows per week. There will be additional performances during the school day for area public school students.

Most of the actors are children. The children and adults work together to design and prepare costumes, makeup, sets, lighting, sound and props. The theatre administrator oversees all areas of production and finances and assures that no detail is overlooked.

How will the awarded funds be used? Describe Be specific

ACD AWARD $5,117 TCA AWARD $_____

1. ACD $5,117 theatre and office rental TCA 1. _____
2. ACD _____ TCA 2. _____
3. ACD _____ TCA 3. _____

SEP 1 5

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

Check one of the following:

☐ There will be **NO** changes to the project as described in the original application for funding.

☒ There will be **minor** changes. Explain on an attachment any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may **NOT** be significantly altered and must conform to the intent of the original application, **including project dates and locations**.

We hereby certify that the statements contained in this report are true and correct and represent the complete accounting of this project to the best of our knowledge. **NOTE: Please use BLUE ink for signatures, and PRINT YOUR COMPLETE LEGAL NAME**

Authorized Official/Board Chair – Signature	Stella Gutierrez Complete Legal Name (print)	9-13-04 Date
Kevin P. Mullin Project/Executive Director – Signature	KEVIN P. MULLIN Complete Legal Name (print)	9-13-04 Date

Financial Information is for ☒ ACD Funding **AND/OR** ☐ TCA Funding

ROUND FIGURES TO NEAREST DOLLAR.

1. CASH from Prior Year(s) or Organizational Funds Available for this Project	$
Total Cash Available	**$0**
2. EARNED INCOME	
a. Admission charges, subscriptions, box office	$17,500
b. Concessions, sales, parking, publications, advertisers, etc.	$2,500
c. Tuition, class/workshop fees	$22,000
d. Contracted services (performances, exhibitions, etc.)	$
e. Interest on investments, endowments	$
f. Rental income	$1,500
g. Other earned income (specify) program,tshirt	$1,250
Total Projected Earned Income	**$44,750**

3. UNEARNED INCOME Mark **P** for Pending or **C** for Committed

GOVERNMENT SUPPORT (Itemize)

a. Local Government (**Not** including this request)	$	P☐	C☐
b. Hotel/Motel tax	$	P☐	C☐
c. Other city (**Not** Hotel/Motel tax)	$	P☐	C☐
d. County/Regional	$	P☐	C☐
e. State (**Not TCA**)	$	P☐	C☐
f. Funding Directly from TCA	$7,446	P☐	C☒
g. Federal NEA ☐ NEH ☐ Other _____	$	P☐	C☐
h. Other (specify) _____	$	P☐	C☐

PRIVATE SUPPORT (Itemize)

a. Fundraising	$15,000	P☒	C☐
b. Individual contributors/sponsors	$5,000	P☒	C☐
c. Memberships	$	P☐	C☐
d. Corporations/Businesses	$30,000	P☒	C☐
e. Foundations	$15,000	P☒	C☐
f. Other (specify) _____	$	P☐	C☐

Total Unearned Income **$72,446**

CASH RESOURCES (Total of Sections 1, 2, and 3 above	**$117,196**
Must equal Column A on Page 3 EXPENSES	
ACD FUNDING AWARDED	**$5,117**
Must equal Column B on Page 3 EXPENSES	
TCA FUNDING AWARDED	**$**
Must equal Column C on Page 3 EXPENSES	
TOTAL CASH RESOURCES	**$122,313**
Must equal Column D on Page 3 EXPENSES	

RECEIPTS WILL BE REQUIRED FOR FINAL REPORT

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES

	A Cash +	B ACD Funding +	C TCA Funding =	D TOTAL (A+B+C)
1. ORGANIZATIONAL PERSONNEL				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative _____	$15,000	$	$	**$15,000**
b. Artistic _____	$14,000	$	$	**$14,000**
c. Technical _____	$	$	$	**$0**
d. Other (Specify)_____	$2,320	$	$	**$2,320**
e. Fringe Benefits	$	$	$	**$0**
Total Organizational Personnel	**$31,320**	**$0**	**$0**	**$31,320**
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	$500	$	$	**$500**
ii. Artistic	$3750	$	$	**$3,750**
iii. Technical	$	$	$	**$0**
b. Space Rental	$17,683	$5,117	$	**$22,800**
c. Travel and Transportation	$	$	$	**$0**
d. Other (Specify) _____	$	$	$	**$0**
Total Implementation	**$21,933**	**$5,117**	**$0**	**$27,050**
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	$1,650	$	$	**$1,650**
b. Shipping	$	$	$	**$0**
c. Supplies and Materials	$2,400	$	$	**$2,400**
d. Exhibition Rental Fee	$	$	$	**$0**
e. Marketing and Promotion	$700	$	$	**$700**
f. Printing	$500	$	$	**$500**
g. Insurance	$4,500	$	$	**$4,500**
h. Production or Exhibit Costs	$11,500	$	$	**$11,500**
_____	$	$	$	**$0**
i. Other Expenses (Specify)	$42,693	$	$	**$42,693**
bldg, utilities, fundraising	$	$	$	**$0**
j. Other Artistic Fees	$	$	$	**$0**
Total Misc. Operating Expenses	**$63,943**	**$0**	**$0**	**$63,943**
TOTAL EXPENSES (Sections 1, 2, & 3 above)	**$117,196**	**$5,117**	**$0**	**$122,313**

******PLEASE CHECK CAREFULLY******

YOUR TOTALS ON PAGE 2 SHOULD BE THE SAME AS THE ABOVE TOTALS.

3-YEAR ***Short Form*** **FOR BOTH CATEGORY I AND II APPLICANTS**

The information below is for El Paso Playhouse Kids-N-Co
(NAME OF ORGANIZATION, DEPARTMENT OR PROJECT)

APPLICANT ORGANIZATION'S FISCAL YEAR: 09 / 01 to 08 / 31
MONTH DAY MONTH DAY

	Previous Fiscal Year **Actual Figures**	**Current** Fiscal Year **Approved Budget**	**Next** Fiscal Year **Projected Budget**
Total Income (all sources)	**$$61,179.00**	**$$122,313.00**	**$$120,000.00**
Total Expenses	**$$64,085.00**	**$$122,313.00**	**$$120,000.00**
Total In-Kind	**$$36,000.00**	**$$50,000.00**	**$$50,000.00**
Funding through City (ACD &/or TCA)	**$$3,731.00**	**$$5,117.00**	**$$15,000.00**
Funding directly from TCA	**$$1,740.00**	**$$7,446.00**	**$$15,000.00**

Organizations with annual operating revenues of **$300,000 or more** applying for **Category I** must also update the previously submitted **3-YEAR/Long Form - Income and Expenses, (pages 10 & 11 on original application).**

If you are also applying directly to TCA for other funding categories, make sure your 3 YEAR/Long Form Income and Expenses (pages 10 – 11) are the same figures that you submit to the TCA. The TCA does a yearly audit our Direct Funding files.

***Long Form totals should be transferred to the Short Form* (above).**

Entities of government (including government-funded educational institutions) do **not** need to complete the 3-YEAR/Long Form.

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28th day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **EL PASO SUNGOLD SWEET ADELINES** an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004, and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates ONE THOUSAND, SEVEN HUNDRED FIVE AND NO/100 DOLLARS ($1,705.00) in funding from the City's Arts and Culture Department (ACD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope,

artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered invoice dated no earlier than the completion of the Project or the completion of the final report, including all receipts that document actual expenditures for the (i) total award of ACD funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18^{h} Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the

Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract.

If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose, which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever comes first.

6. If the Contractor has submitted the optional Mid-Year report, the City shall compensate the Contractor in two equal installments each of which will be in the amount of EIGHT HUNDRED FIFTY-TWO AND 50/100 DOLLARS ($852.50). The first installment (50% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice and the mid-year report (one original and one copy) and copies of receipts representing at least 50% of total award amount, due on March 15, 2005, for the period ending February 28, 2005. The second installment (50% of the total award from City funds) -- or the entire compensation amount, if no mid-year report has been submitted -- will be payable upon submission of an invoice and final report due on September 15, 2005, or thirty days after

the completion of program, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from the Arts and Culture Department. Total compensation will be ONE THOUSAND, SEVEN HUNDRED FIVE AND NO/100 DOLLARS ($1,705.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide a numbered and dated invoice and one original and one copy of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The entire compensation amount from ACD will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first based on the entire fiscal year activity. The final report form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT." The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments.** For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public artworks (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are

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9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

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11. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character including negligence by the City, its employees or agents, and by whomsoever suffered or asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

12. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any such materials.

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CITY:	City of El Paso Attention: Mayor's Office Two Civic Center Plaza 10th Floor El Paso, Texas 79901-1196
COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
CONTRACTOR:	El Paso Sungold Sweet Adelines 8408 Cielo Vista Drive El Paso, Texas 79925

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines,

including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.), State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR:
EL PASO SUNGOLD SWEET ADELINES

Signature: Jeanette Surface

Print Name: Jeanette Surface

Title: Authorized Official/Chairman of the Board

Signature: Maxine Neill-Johnson

Print Name: Maxine Neill-Johnson

Title: Project/Executive Director

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Deborah Hamlyn, Deputy CAO
Quality of Life Services

City of El Paso ACD **Attachment "A"** ***REVISED PROJECT BUDGET*** **Page 1**

UPON NOTIFICATION OF FUNDING, all applicants **MUST SUBMIT** THE first 4 pages of this Revised Project Budget with ORIGINAL SIGNATURES to reflect actual funding awarded to the project. Category I organizations submit also pages 5 and 6 **THIS DOCUMENT WILL BE ATTACHED TO THE CONTRACT**.

☒ ACD Funding Program **AND/OR** ☐ TCA Funding Program ☐ Umbrella Project

☐ Category I ☒ Category II

ORGANIZATION'S FISCAL YEAR: Begin 5/1/4 End 4/30/5
Mo. Day Year Mo. Day Year

EXACT DATES OF THIS PROJECT: Begin 4/5/5 End 8/31/5
Mo. Day Year Mo. Day Year

Legal Name of Applicant Organization El Paso Sungold Sweet Adelines

Umbrella Covered Entity (if applicable) _____

Department (if applicant is Educational Institution)_____

Mailing Address including Zip Code 8408 Cielo Vista Dr., El Paso, TX 79925

Street Address including Zip Code 8408 Cielo Vista Dr., El Paso, TX 79925

Phone # 915-778-7503 ..... Fax: 413-778-6003

E-mail gjsurface@elp.rr.com ..... Federal Employer's Identification Number 23-7383646

Describe the Project. **Be specific.**

El Paso Sungold's Youth/Senior Outreach Program was designed:
To educate youths in the El Paso area in the original American art form of four part barbershop harmony.
To enrich the everyday lives of El Paso residents who reside in nursing homes and retirement centers.

El Paso Sungold plans a total of ten performances and presentations.
El Paso Sungold plans to provide workshops at five target high schools during the spring of 2005.
El Paso Sungold will schedule the performances for five senior citizen homes during the spring and early summer of 2005.

RECEIVED SEP 15 2004

How will the awarded funds be used? Describe Be specific

ACD AWARD $1,705 TCA AWARD $_____

1. ACD 750 Artistic Director TCA 1. _____
2. ACD 700 Artistic coaching TCA 2. _____
3. ACD 255 Music arrangements TCA 3. _____

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

Check one of the following:

☒ There will be **NO** changes to the project as described in the original application for funding.

☐ There will be **minor** changes. Explain on an attachment any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may **NOT** be significantly altered and must conform to the intent of the original application, **including project dates and locations**.

We hereby certify that the statements contained in this report are true and correct and represent the complete accounting of this project to the best of our knowledge. **NOTE: Please use BLUE ink for signatures, and PRINT YOUR COMPLETE LEGAL NAME**

Jeanette Surface — Jeanette Surface — 9-12-04

Authorized Official/Board Chair –Signature — Complete Legal Name (print) — Date

Charles R. Hawkins — Charles R. Hawkins — 9/12/04

Project/Executive Director – Signature — Complete Legal Name (print)

Date 9/12/04

Financial Information is for ☐ ACD Funding **AND/OR** ☐ TCA Funding

ROUND FIGURES TO NEAREST DOLLAR.

1. CASH from Prior Year(s) or Organizational Funds Available for this Project	$0
Total Cash Available	**$0**
2. EARNED INCOME	
a. Admission charges, subscriptions, box office	$
b. Concessions, sales, parking, publications, advertisers, etc.	$
c. Tuition, class/workshop fees	$
d. Contracted services (performances, exhibitions, etc.)	$1,500
e. Interest on investments, endowments	$
f. Rental income	$
g. Other earned income (specify) Dues, Show	$3,000
Total Projected Earned Income	**$4,500**

3. UNEARNED INCOME Mark **P** for Pending or **C** for Committed

GOVERNMENT SUPPORT (Itemize)			
a. Local Government (**Not** including this request)	$	P☐	C☐
b. Hotel/Motel tax	$	P☐	C☐
c. Other city (**Not** Hotel/Motel tax)	$	P☐	C☐
d. County/Regional	$	P☐	C☐
e. State (**Not TCA**)	$	P☐	C☐
f. Funding Directly from TCA	$	P☐	C☐
g. Federal NEA ☐ NEH ☐ Other ____	$	P☐	C☐
h. Other (specify) ____	$	P☐	C☐
PRIVATE SUPPORT (Itemize)			
a. Fundraising	$3,700	P☒	C☐
b. Individual contributors/sponsors	$	P☐	C☐
c. Memberships	$	P☐	C☐
d. Corporations/Businesses	$	P☐	C☐
e. Foundations	$	P☐	C☐
f. Other (specify) ____	$	P☐	C☐
Total Unearned Income	**$3,700**		

CASH RESOURCES (Total of Sections 1, 2, and 3 above	**$8,200**
Must equal Column A on Page 3 EXPENSES	
ACD FUNDING AWARDED	**$1,705**
Must equal Column B on Page 3 EXPENSES	
TCA FUNDING AWARDED	**$**

Must equal Column C on Page 3 EXPENSES

TOTAL CASH RESOURCES **$9,905**

Must equal Column D on Page 3 EXPENSES

RECEIPTS WILL BE REQUIRED FOR FINAL REPORT

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES

	A Cash	+ B ACD Funding	+ C TCA (A+B+C)	= D TOTAL
1. ORGANIZATIONAL PERSONNEL Funding				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative _____	$	$	$	**$0**
b. Artistic Director S&W	$750	$750	$	**$1,500**
c. Technical _____	$	$	$	**$0**
d. Other (Specify)_____	$	$	$	**$0**
e. Fringe Benefits	$	$	$	**$0**
Total Organizational Personnel	**$750**	**$750**	**$0**	**$1,500**
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	$	$	$	**$0**
ii. Artistic	$1,000	$700	$	**$1,700**
iii. Technical	$	$	$	**$0**
b. Space Rental	$	$	$	**$0**
c. Travel and Transportation	$	$	$	**$0**
d. Other (Specify) _____	$	$	$	**$0**
Total Implementation	**$1,000**	**$700**	**$0**	**$1,700**
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	$300	$	$	**$300**
b. Shipping	$	$	$	**$0**
c. Supplies and Materials	$300	$	$	**$300**
d. Exhibition Rental Fee	$	$	$	**$0**
e. Marketing and Promotion	$200	$	$	**$200**
f. Printing	$	$	$	**$0**
g. Insurance	$200	$	$	**$200**
h. Production or Exhibit Costs	$1,500	$	$	**$1,500**
costumes	$	$	$	**$0**
i. Other Expenses (Specify)	$400	$255	$	**$655**
Arrangements	$550	$	$	**$550**
j. Other Artistic Fees	$3000	$	$	**$3,000**
Total Misc. Operating Expenses	**$6,450**	**$255**	**$0**	**$6,705**
TOTAL EXPENSES (Sections 1, 2, & 3 above)	**$8,200**	**$1,705**	**$0**	**$9,905**

******PLEASE CHECK CAREFULLY******

YOUR TOTALS ON PAGE 2 SHOULD BE THE SAME AS THE ABOVE TOTALS.

3-YEAR ***Short Form*** **FOR BOTH CATEGORY I AND II APPLICANTS**

The information below is for El Paso Sungold Sweet Adelines
(NAME OF ORGANIZATION, DEPARTMENT OR PROJECT)

APPLICANT ORGANIZATION'S FISCAL YEAR: 5 / 1 to 4 / 30
MONTH DAY MONTH DAY

	Previous Fiscal Year **Actual Figures**	**Current** Fiscal Year **Approved Budget**	**Next** Fiscal Year **Projected Budget**
Total Income (all sources)	**$$11,096.00**	**$$16,000.00**	**$$9,905.00**
Total Expenses	**$11,096**	**$$16,000.00**	**$$9,905.00**
Total In-Kind	**$$7,902.00**	**$$13,461.00**	**$$8,200.00**
Funding through City (ACD &/or TCA)	**$$3,194.00**	**$$2,539.00**	**$$1,705.00**
Funding directly from TCA	**$**____	**$**____	**$**____

Organizations with annual operating revenues of **$300,000 or more** applying for **Category I** must also update the previously submitted **3-YEAR/Long Form - Income and Expenses, (pages 10 & 11 on original application).**

If you are also applying directly to TCA for other funding categories, make sure your 3 YEAR/Long Form Income and Expenses (pages 10 – 11) are the same figures that you submit to the TCA. The TCA does a yearly audit our Direct Funding files.

***Long Form totals should be transferred to the Short Form* (above).**

Entities of government (including government-funded educational institutions) do **not** need to complete the 3-YEAR/Long Form.

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28th day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **EL PASO WIND SYMPHONY** an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004, and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates NINE THOUSAND, TWO HUNDRED SEVEN AND NO/100 DOLLARS ($9,207.00) in funding from the City's Arts and Culture Department (ACD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope,

artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered invoice dated no earlier than the completion of the Project or the completion of the final report, including all receipts that document actual expenditures for the (i) total award of ACD funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18^{h} Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the

Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract.

If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose, which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever comes first.

6. If the Contractor has submitted the optional Mid-Year report, the City shall compensate the Contractor in two equal installments each of which will be in the amount of FOUR THOUSAND, SIX HUNDRED THREE AND 50/100 DOLLARS ($4,603.50). The first installment (50% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice and the mid-year report (one original and one copy) and copies of receipts representing at least 50% of total award amount, due on March 15, 2005, for the period ending February 28, 2005. The second installment (50% of the total award from City funds) -- or the entire compensation amount, if no mid-year report has been submitted -- will be payable upon submission of an invoice and final report due on September 15, 2005, or thirty days after

the completion of program, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from the Arts and Culture Department. Total compensation will be NINE THOUSAND, TWO HUNDRED SEVEN AND NO/100 DOLLARS ($9,207.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide a numbered and dated invoice and one original and one copy of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The entire compensation amount from ACD will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first based on the entire fiscal year activity. The final report form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT." The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments.** For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public artworks (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are

complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the Mid-Year report and the Final Report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

10. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO THE ARTS AND CULTURE DEPARTMENT, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

11. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character including negligence by the City, its employees or agents, and by whomsoever suffered or asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

12. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any such materials.

13. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

14. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY:	City of El Paso Attention: Mayor's Office Two Civic Center Plaza 10th Floor El Paso, Texas 79901-1196
COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
CONTRACTOR:	El Paso Wind Symphony P.O. Box 22038 El Paso, Texas 79913

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines,

including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.), State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR: EL PASO WIND SYMPHONY

Signature: Carlene Carroll

Print Name: Carlene Carroll

Title: Authorized Official/Chairman of the Board

Signature: Ron Hufstader

Print Name: Ron Hufstader

Title: Project/Executive Director

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

_____

Deborah Hamlyn, Deputy CAO
Quality of Life Services

UPON NOTIFICATION OF FUNDING, all applicants MUST SUBMIT THE first 4 page of this Application Amendment with ORIGINAL SIGNATURES to reflect actual funding awarded to the project. Category I organizations submit also pages 5 and 6 THIS AMENDMENT WILL BE ATTACHED TO THE CONTRACT.

☒ ACD Funding Program AND/OR ☐ TCA Funding Program ☐ Umbrella Project

☐ Category I ☒ Category II

ORGANIZATION'S FISCAL YEAR: Begin 8/1/4 End 7/31/5
Mo. Day Year Mo. Day Year

EXACT DATES OF THIS PROJECT: Begin 12/5/4 End 5/7/5
Mo. Day Year Mo. Day Year

Legal Name of Applicant Organization El Paso Wind Symphony
Umbrella Covered Entity (if applicable) _____
Department (if applicant is Educational Institution) _____
Mailing Address including Zip Code P.O. Box 220038 79913
Street Address including Zip Code _____
Phone # 760-5599..... Fax: _____
E-mail rhufstad@utep.edu ..... Federal Employer's Identification Number 74-2761509

Describe the Project. Be specific.

The project is a presentation of the El Paso Wind Symphony subscription season. The EPWS presents a series of five concerts between the months of Decamber and April. All concerts are presented at Magoffin Auditorium. Each concert features a wide variety of conocert band music that appeals to all ages. Guest artists will include Billy Townes, Lane Shijoi, and Encore Dance. During the week of a concert, the guest artist is asked togive a Master Class for area students. The Master Class is free and open to all. Ticket prices are intentioanlly kept loww--$10.00 for adults and $5.00 for students, seniors, and military.

How will the awarded funds be used? Describe Be specific

ACD AWARD $9,207 TCA AWARD $_____

1. ACD _____ TCA 1. _____
2. ACD _____ TCA 2. _____
3. ACD _____ TCA 3. _____

SEP 15

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

Check one of the following:

☒ There will be NO changes to the project as described in the original application for funding.

☐ There will be minor changes. Explain on an attachment any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may NOT be significantly altered and must conform to the intent of the original application, including project dates and locations.

We hereby certify that the statements contained in this report are true and correct and represent the complete accounting of this project to the best of our knowledge. NOTE: Please use BLUE ink for signatures, and PRINT YOUR COMPLETE LEGAL NAME

Arlene Carroll — Authorized Official/Board Chair –Signature
Arlene Carroll — Complete Legal Name (print)
9/15/04 — Date

Ron Hufstade — Project/Executive Director – Signature
Ron Hufstade — Complete Legal Name (print)
9/15/04 — Date

Financial Information is for ☒ ACD Funding AND/OR ☐ TCA Funding

ROUND FIGURES TO NEAREST DOLLAR.

1. CASH from Prior Year(s) or Organizational Funds Available for this Project	$0
Total Cash Available	$0
2. EARNED INCOME	
a. Admission charges, subscriptions, box office	$30,000
b. Concessions, sales, parking, publications, advertisers, etc.	$
c. Tuition, class/workshop fees	$
d. Contracted services (performances, exhibitions, etc.)	$
e. Interest on investments, endowments	$
f. Rental income	$
g. Other earned income (specify) _____	$
Total Projected Earned Income	$30,000

3. UNEARNED INCOME — Mark P for Pending or C for Committed

GOVERNMENT SUPPORT (Itemize)

a. Local Government (Not including this request)	$	P☐	C☐
b. Hotel/Motel tax	$	P☐	C☐
c. Other city (Not Hotel/Motel tax)	$	P☐	C☐
d. County/Regional	$	P☐	C☐
e. State (Not TCA)	$	P☐	C☐
f. Funding Directly from TCA	$	P☐	C☐
g. Federal NEA ☐ NEH ☐ Other _____	$	P☐	C☐
h. Other (specify) _____	$	P☐	C☐

PRIVATE SUPPORT (Itemize)

a. Fundraising	$	P☐	C☐
b. Individual contributors/sponsors	$10,000	P☒	C☐
c. Memberships	$	P☐	C☐
d. Corporations/Businesses	$30,000	P☒	C☐
e. Foundations	$8,000	P☐	C☐
f. Other (specify) _____	$	P☐	C☐
Total Unearned Income	$48,000		

CASH RESOURCES (Total of Sections 1, 2, and 3 above Must equal Column A on Page 3 EXPENSES	$78,000
ACD FUNDING AWARDED Must equal Column B on Page 3 EXPENSES	$9,207
TCA FUNDING AWARDED Must equal Column C on Page 3 EXPENSES	$
TOTAL CASH RESOURCES Must equal Column D on Page 3 EXPENSES	$87,207

RECEIPTS WILL BE REQUIRED FOR FINAL REPORT

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES

	A Cash	+ B ACD Funding	+ C TCA (A+B+C)	= D TOTAL
1. ORGANIZATIONAL PERSONNEL Funding				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative _____	$19,000	$	$	$19,000
b. Artistic _____	$15,000	$	$	$15,000
c. Technical _____	$	$	$	$0
d. Other (Specify)_____	$	$	$	$0
e. Fringe Benefits	$	$	$	$0
Total Organizational Personnel	$34,000	$0	$0	$34,000
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	$	$	$	$0
ii. Artistic	$	$	$	$0
iii. Technical	$	$	$	$0
b. Space Rental	$5,000	$	$	$5,000
c. Travel and Transportation	$	$	$	$0
d. Other (Specify) _____	$	$	$	$0
Total Implementation	$5,000	$0	$0	$5,000
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	$	$	$	$0
b. Shipping	$	$	$	$0
c. Supplies and Materials	$5,000	$	$	$5,000
d. Exhibition Rental Fee	$	$	$	$0
e. Marketing and Promotion	$10,000	$	$	$10,000
f. Printing	$6,000	$	$	$6,000
g. Insurance	$3,000	$	$	$3,000
h. Production or Exhibit Costs	$	$	$	$0
_____	$	$	$	$0
i. Other Expenses (Specify)	$	$	$	$0
_____	$9,207	$9,207	$	$18,414
j. Other Artistic Fees	$5,793	$	$	$5,793
Total Misc. Operating Expenses	$39,000	$9,207	$0	$48,207
TOTAL EXPENSES (Sections 1, 2, & 3 above)	$78,000	$9,207	$0	$87,207

****PLEASE CHECK CAREFULLY****
YOUR TOTALS ON PAGE 2 SHOULD BE THE SAME AS THE ABOVE TOTALS.

3-YEAR *Short Form* FOR BOTH CATEGORY I AND II APPLICANTS

The information below is for El Paso Wind Symphony
(NAME OF ORGANIZATION, DEPARTMENT OR PROJECT)

APPLICANT ORGANIZATION'S FISCAL YEAR: 8 / 1 to 7 / 31
MONTH DAY MONTH DAY

	Previous Fiscal Year Actual Figures	Current Fiscal Year Approved Budget	Next Fiscal Year Projected Budget
Total Income (all sources)	$$96,398.00	$$87,207.00	$$90,000.00
Total Expenses	$$96,398.00	$$97,207.00	$$90,000.00
Total In-Kind	$$15,000.00	$$20,000.00	$$25,000.00
Funding through City (ACD &/or TCA)	$~~$6,126~~ 7,640.00	$$9,207.00	$$10,000.00
Funding directly from TCA	$ 4,13	$$0.00	$$10,000.00

Organizations with annual operating revenues of $300,000 or more applying for Category I must also update the previously submitted 3-YEAR/Long Form - Income and Expenses, (pages 10 & 11 on original application).

If you are also applying directly to TCA for other funding categories, make sure your 3 YEAR/Long Form Income and Expenses (pages 10 – 11) are the same figures that you submit to the TCA. The TCA does a yearly audit our Direct Funding files.

Long Form totals should be transferred to the Short Form (above*).*

Entities of government (including government-funded educational institutions) do not need to complete the 3-YEAR/Long Form.

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28th day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **GILBERT AND SULLIVAN COMPANY OF EL PASO** an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004, and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates TWO THOUSAND, FOUR HUNDRED SEVENTY-ONE AND NO/100 DOLLARS ($2,471.00) in funding from the City's Arts and Culture Department (ACD) and EIGHT HUNDRED SIXTY-EIGHT AND N0/100 DOLLARS ($868.00) in funding from the Texas Commission on the Arts (TCA), for a Total of THREE THOUSAND, THREE HUNDRED THIRTY-NINE AND NO/100 DOLLARS ($3,339.00) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope, artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered invoice dated no earlier than the completion of the Project or the completion of the final report, including all receipts that document actual expenditures for the (i) total award of ACD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18^{h} Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract.

If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose, which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever comes first.

6. If the Contractor has submitted the optional Mid-Year report, the City shall compensate the Contractor in two equal installments each of which will be in the amount of ONE THOUSAND, SIX HUNDRED SIXTY-NINE AND 50/100 DOLLARS ($1,669.50). The first installment (50% of the combined total award from City and TCA funds) will be payable upon acceptable completion and submission of an invoice and the mid-year report (one original and

one copy) and copies of receipts representing at least 50% of total award amount, due on March 15, 2005, for the period ending February 28, 2005. The second installment (50% of the combined total award from City and TCA funds) -- or the entire compensation amount, if no mid-year report has been submitted -- will be payable upon submission of an invoice and final report due on September 15, 2005, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from the Arts and Culture Department. Total compensation will be THREE THOUSAND, THREE HUNDRED THIRTY-NINE AND NO/100 DOLLARS ($3,339.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide a numbered and dated invoice and one original and one copy of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The entire compensation amount from ACD and TCA will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first based on the entire fiscal year activity. The final report form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE TEXAS COMMISSION ON THE ARTS." The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments.** For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case

of public artworks (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the Mid-Year report and the Final Report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

10. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO THE ARTS AND CULTURE DEPARTMENT, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

11. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character including negligence by the City, its employees or agents, and by whomsoever suffered or

asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

12. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any such materials.

13. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

14. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY:	City of El Paso Attention: Mayor's Office Two Civic Center Plaza 10th Floor El Paso, Texas 79901-1196
COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
CONTRACTOR:	Gilbert and Sullivan Company of El Paso 419 Stotts El Paso, Texas 79902

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.), State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor

standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR: GILBERT AND SULLIVAN COMPANY OF EL PASO

Signature: _____

Print Name: Stephanie J. Conwell

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: JOAN DUARTE

Title: Project/Executive Director

APPROVED AS TO FORM:

_____

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

_____

Deborah Hamlyn, Deputy CAO
Quality of Life Services

UPON NOTIFICATION OF FUNDING, all applicants **MUST SUBMIT** THE first 4 pages of this Revised Project Budget with ORIGINAL SIGNATURES to reflect actual funding awarded to the project. Category I organizations submit also pages 5 and 6 THIS DOCUMENT WILL BE ATTACHED TO THE CONTRACT.

☒ ACD Funding Program **AND/OR** ☒ TCA Funding Program ☐ Umbrella Project

☐ Category I ☒ Category II

ORGANIZATION'S FISCAL YEAR: Begin 1/1/2005 End 12/31/2005
Mo. Day Year Mo. Day Year

EXACT DATES OF THIS PROJECT: Begin 7/14/2005 End 7/23/2005
Mo. Day Year Mo. Day Year

Legal Name of Applicant Organization G & S Presents dba The Gilbert and Sullivan Company of El Paso

Umbrella Covered Entity (if applicable) _____

Department (if applicant is Educational Institution) _____

Mailing Address including Zip Code 10132 Cork, El Paso, TX 79925

Street Address including Zip Code 10132 Cork, El Paso, TX 79925

Phone # 915 593-5577 Fax: 915 593-5734

E-mail: SJCTOO@SBCGLOBAL.NET/rickiej419@aol.com Federal Employer's Identification Number 74-2551289

Describe the Project. **Be specific.**

The Gilbert and Sullivan Company of El Paso will present eight performances of Gilbert and Sullivan's The Gondoliers or The King of Barataria at the Chamizal National Memorial Theater July 14-16 and July 21-23, 2005. Joan Quarm will direct the production and it will consist of approximately 35 singers and 18 musicians. There will be six evening performances and two matinees.

How will the awarded funds be used? Describe Be specific

ACD AWARD $2,471 TCA AWARD $868

1. ACD Implementation-Artistic $2,471 TCA 1. Implementation-Artistic $868
2. ACD _____ TCA 2. _____
3. ACD _____ TCA 3. _____

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

Check one of the following:

☐ There will be **NO** changes to the project as described in the original application for funding.

XXThere will be **minor** changes. Explain on an attachment any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may **NOT** be significantly altered and must conform to the intent of the original application, **including project dates and locations**.

We hereby certify that the statements contained in this report are true and correct and represent the complete accounting of this project to the best of our knowledge. **NOTE: Please use BLUE ink for signatures, and PRINT YOUR COMPLETE LEGAL NAME**

Alicia A. Williamson	Alicia A. Williamson	9/15/04
Authorized Official/Board Chair –Signature	Complete Legal Name (print)	Date
Stephanie J. Cornwell	Stephanie J. Cornwell	9/15/04
Project/Executive Director – Signature	Complete Legal Name (print)	Date

Financial Information is for X ACD Funding **AND/OR** X TCA Funding

ROUND FIGURES TO NEAREST DOLLAR.

1. **CASH** from Prior Year(s) or Organizational Funds Available for this Project	$2,500
Total Cash Available	**$2,500**
2. **EARNED INCOME**	
a. Admission charges, subscriptions, box office	$7,200
b. Concessions, sales, parking, publications, advertisers, etc.	$ 800
c. Tuition, class/workshop fees	$
d. Contracted services (performances, exhibitions, etc.)	$
e. Interest on investments, endowments	$
f. Rental income	$
g. Other earned income (specify) _____	$
Total Projected Earned Income	**$8,000**

3. **UNEARNED INCOME** — Mark P for Pending or C for Committed

GOVERNMENT SUPPORT (Itemize)

a. Local Government (**Not** including this request)	$	P☐ C☐
b. Hotel/Motel tax	$	P☐ C☐
c. Other city (**Not** Hotel/Motel tax)	$	P☐ C☐
d. County/Regional	$	P☐ C☐
e. State (**Not TCA**)	$	P☐ C☐
f. Funding Directly from TCA	$	P☐ C☐
g. Federal NEA ☐ NEH ☐ Other _____	$	P☐ C☐
h. Other (specify) _____	$	P☐ C☐

PRIVATE SUPPORT (Itemize)

a. Fundraising	$	P☐ C☐
b. Individual contributors/sponsors	$ 200	P X C☐
c. Memberships	$	P☐ C☐
d. Corporations/Businesses	$	P☐ C☐
e. Foundations	$2,500	P X C☐
f. Other (specify) _____	$	P☐ C☐
Total Unearned Income	**$2,700**	

CASH RESOURCES (Total of Sections 1, 2, and 3 above	**$ 13,200**
Must equal Column A on Page 3 EXPENSES	
ACD FUNDING AWARDED	**$ 2,471**
Must equal Column B on Page 3 EXPENSES	
TCA FUNDING AWARDED	**$ 868**
Must equal Column C on Page 3 EXPENSES	
TOTAL CASH RESOURCES	**$ 16,539**
Must equal Column D on Page 3 EXPENSES	

RECEIPTS WILL BE REQUIRED FOR FINAL REPORT

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES

	A Cash +	B ACD Funding +	C TCA Funding =	D TOTAL (A+B+C)
1. ORGANIZATIONAL PERSONNEL				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative _____	$1600	$	$	**$1600**
b. Artistic _____	$	$	$	**$0**
c. Technical _____	$1300	$	$	**$1300**
d. Other (Specify)_____	$	$	$	**$0**
e. Fringe Benefits	$	$	$	**$0**
Total Organizational Personnel	**$2900**	**$0**	**$0**	**$2900**
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	$	$	$	**$0**
ii. Artistic	$1536	$2471	$ 868	**$4875**
iii. Technical	$ 675	$	$	**$ 675**
b. Space Rental	$ 825	$	$	**$ 825**
c. Travel and Transportation	$ 300	$	$	**$ 300**
d. Other (Specify) _____	$	$	$	**$0**
Total Implementation	**$3336**	**$2471**	**$868**	**$6675**
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	$	$	$	**$0**
b. Shipping	$	$	$	**$0**
c. Supplies and Materials	$ 594	$	$	**$ 594**
d. Exhibition Rental Fee	$	$	$	**$0**
e. Marketing and Promotion	$ 575	$	$	**$ 575**
f. Printing	$ 575	$	$	**$ 575**
g. Insurance	$	$	$	**$0**
h. Production or Exhibit Costs	$	$	$	**$0**
See Attached	$3980	$	$	**$3980**
i. Other Expenses (Specify)	$	$	$	**$0**
See Attached	$1240	$	$	**$1240**
j. Other Artistic Fees	$	$	$	**$0**
Total Misc. Operating Expenses	**$6964**	**$0**	**$0**	**$6964**
TOTAL EXPENSES (Sections 1, 2, & 3 above)	**$13200**	**$2471**	**$868**	**$16539**

******PLEASE CHECK CAREFULLY******

YOUR TOTALS ON PAGE 2 SHOULD BE THE SAME AS THE ABOVE TOTALS.

3-YEAR *Short Form* FOR BOTH CATEGORY I AND II APPLICANTS

The information below is for G & S Presents dba The Gilbert and Sullivan Company of El Paso
(NAME OF ORGANIZATION, DEPARTMENT OR PROJECT)

APPLICANT ORGANIZATION'S FISCAL YEAR: 01 / 01 to 12 / 31
MONTH DAY MONTH DAY

	Previous Fiscal Year Actual Figures	**Current** Fiscal Year Approved Budget	**Next** Fiscal Year Projected Budget
Total Income (all sources)	**$16102**	**$16539**	**$19000**
Total Expenses	**$12520**	**$16539**	**$19000**
Total In-Kind	**$ 2500**	**$ 2550**	**$ 2600**
Funding through City (ACD &/or TCA)	**$ 4425**	**$3339**	**$8000**
Funding directly from TCA	**$ 0**	**$ 0**	**$ 0**

Organizations with annual operating revenues of **$300,000 or more** applying for **Category I** must also update the previously submitted **3-YEAR/Long Form - Income and Expenses, (pages 10 & 11 on original application).**

If you are also applying directly to TCA for other funding categories, make sure your 3 YEAR/Long Form Income and Expenses (pages 10 – 11) are the same figures that you submit to the TCA. The TCA does a yearly audit our Direct Funding files.

***Long Form totals should be transferred to the Short Form* (above).**

Entities of government (including government-funded educational institutions) do **not** need to complete the 3-YEAR/Long Form.

G & S PRESENTS, dba THE GILBERT AND SULLIVAN COMPANY OF EL PASO
PROJECT BUDGET DETAIL -THE GONDOLIERS or The King of Barataria
Amended Budget FY 2005

INCOME		
Prior Years' Resources	$ 2,500	
Projected Earned Income		
Admission Charges	7,200	Ticket Sales 900 @ $8
Concessions, etc.	800	T-Shirt Sales $600, Program Ads $200
Projected Unearned Income		
Individual contributors	200	
Foundations	2,500	Huthsteiner Fine Arts Trust
Funding Request		
ACD	2,471	
TCA	868	
	$ 16,539	
EXPENSES		
Organizational Personnel		
Administrative	$ 1,600	Accounting, Management & Grant Writing
Technical	1,300	Director's Fee
	2,900	
Implementation		
Artistic	725	Orchestra Conductor
	2,700	Orchestra 18 @ $150
	1,450	Vocal Dir./Accompanist 2 @ $725
		Singers 38 @ $75--deleted
Technical	675	Set Construction
Space Rent	775	Rehearsal Hall
	50	Chamizal Theater
Transportation	300	Set and Costume Transport
	6,675	
Miscellaneous Operating Expenses		
Supplies and Materials	594	Props, Postage, etc.
Marketing and Promotion	575	Advertising
Printing	575	Posters/Tickets/Programs
Production or Exhibit costs		
Scores	625	Vocal Scores
Orchestra Scores		Score Rental--deleted
Costumes	1,250	Materials for 20 Costumes & Rental
Seamstresses	630	7 @ $90
Set	1,475	Materials for Set
Other Expenses		
T-Shirts	790	79 Shirts @ $10
Rent	450	Storage Space Rent
	6,964	
Projected Total Expenses	$ 16,539	

Attachment for

G & S Presents dba The Gilbert and Sullivan Company of El Paso 1/1-12/31/2005

The Gondoliers or The King of Barataria

City of El Paso Arts and Culture Department Application Amendment

Page 1

Minor changes--Explanation

The project will be scaled back in costumes, sets, supplies and other operating costs. Some of the implementation costs will be reduced to accommodate the decrease in funding. At this time, eight performances are planned including two Saturday matinees.

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28th day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **INTERNATIONAL HISPANIC CULTURAL INSTITUTE/EL PASO LATINO ARTS FESTIVAL** an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004, and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates NINE THOUSAND, TWO HUNDRED SEVEN AND NO/100 DOLLARS ($9,207.00) in funding from the City's Arts and Culture Department (ACD) and THREE THOUSAND, FOUR HUNDRED SIXTY-ONE AND NO/100 DOLLARS ($3,461.00) in funding from the Texas Commission on the Arts (TCA), for a Total of TWELVE THOUSAND, SIX HUNDRED SIXTY-EIGHT AND NO/100 DOLLARS ($12,668.00) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope, artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered invoice dated no earlier than the completion of the Project or the completion of the final report, including all receipts that document actual expenditures for the (i) total award of ACD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18^{h} Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract.

If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose, which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever comes first.

6. If the Contractor has submitted the optional Mid-Year report, the City shall compensate the Contractor in two equal installments each of which will be in the amount of SIX THOUSAND, THREE HUNDRED THIRTY-FOUR AND NO/100 DOLLARS ($6,334.00). The first installment (50% of the combined total award from City and TCA funds) will be payable upon acceptable completion and submission of an invoice and the mid-year report (one

original and one copy) and copies of receipts representing at least 50% of total award amount, due on March 15, 2005, for the period ending February 28, 2005. The second installment (50% of the combined total award from City and TCA funds) -- or the entire compensation amount, if no mid-year report has been submitted -- will be payable upon submission of an invoice and final report due on September 15, 2005, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from the Arts and Culture Department. Total compensation will be TWELVE THOUSAND, SIX HUNDRED SIXTY-EIGHT AND NO/100 DOLLARS ($12,668.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide a numbered and dated invoice and one original and one copy of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The entire compensation amount from ACD and TCA will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first based on the entire fiscal year activity. The final report form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE TEXAS COMMISSION ON THE ARTS." The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments.** For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case

of public artworks (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the Mid-Year report and the Final Report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

10. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO THE ARTS AND CULTURE DEPARTMENT, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

11. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character including negligence by the City, its employees or agents, and by whomsoever suffered or

asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

12. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any such materials.

13. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

14. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY:	City of El Paso Attention: Mayor's Office Two Civic Center Plaza 10th Floor El Paso, Texas 79901-1196
COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
CONTRACTOR:	International Hispanic Cultural Institute/ El Paso Latino Arts Festival 3336 Fillmore El Paso, Texas 79930

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which

performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.), State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in

Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR: INTERNATIONAL HISPANIC CULTURAL INSTITUTE/EL PASO LATINO ARTS FESTIVAL

Signature: Belen B. Robles

Print Name: BELEN B. ROBLES

Title: Authorized Official/Chairman of the Board

Signature: David D Mills

Print Name: David D Mills

Title: Project/Executive Director

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Deborah Hamlyn, Deputy CAO
Quality of Life Services

UPON NOTIFICATION OF FUNDING, all applicants **MUST SUBMIT** THE first 4 page of this Application Amendment with ORIGINAL SIGNATURES to reflect actual funding awarded to the project. Category I organizations submit also pages 5 and 6 THIS AMENDMENT WILL BE ATTACHED TO THE CONTRACT.

☒ ACD Funding Program **AND/OR** ☒ TCA Funding Program ☐ Umbrella Project

☐ Category I ☒ Category II

ORGANIZATION'S FISCAL YEAR: Begin 01/01/04 (Mo. Day Year) End 12/31/04 (Mo. Day Year)

EXACT DATES OF THIS PROJECT: Begin 10/1/4 (Mo. Day Year) End 10/3/04 (Mo. Day Year)

Legal Name of Applicant Organization International Hispanic Cultural Institu

Umbrella Covered Entity (if applicable) _____

Department (if applicant is Educational Institution) _____

Mailing Address including Zip Code 123 Pioneer Plaza, Ste 615, EP 79901

Street Address including Zip Code 123 Pioneer Plaza, Ste 615, EP 79901

Phone # 915/838-374..... Fax: 915/543-5870

E-mail belenrobles@att.net ..... Federal Employer's Identification Number 41-2028416

Describe the Project. **Be specific.**

The El Paso International Latino Arts Fiesta will take place October 1-3, 2004, capping a month of music competitions in the community and at area high schools. The competition is open to all young people, ages 14 to 19; the only restriction is that they be enrolled in high school and that the music they perform be either Latin in style or composed by a Latin. Quarterfinals will take place at the YISD Cultural Center on October 1st. Workshops on Leadership in the Arts and the semifinals will take place on Saturday the 2nd at UTEP. The finals will be combined with a gala concert on Sunday the 3rd at the El Paso Convention Center. The top two winners, selected by a representative of the Disney Company, will be showcased at a Disney theme park and be interviewed on Univision TV's popular show, Sábado Gigante.

RECEIVED SEP 15 2004

How will the awarded funds be used? Describe Be specific

ACD AWARD $9,207 TCA AWARD $3,461

1. ACD Administrative personnel TCA 1. Artistic fees
2. ACD _____ TCA 2. _____
3. ACD _____ TCA 3. _____

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

Check one of the following:

☐ There will be **NO** changes to the project as described in the original application for funding.

☒ There will be **minor** changes. Explain on an attachment any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may **NOT** be significantly altered and must conform to the intent of the original application, **including project dates and locations.**

We hereby certify that the statements contained in this report are true and correct and represent the complete accounting of this project to the best of our knowledge. **NOTE: Please use BLUE ink for signatures, and PRINT YOUR COMPLETE LEGAL NAME**

Belen B. Robles — Authorized Official/Board Chair –Signature

Belén B. Robles — Complete Legal Name (print) — 9/13/04 Date

David D. Mills — Project/Executive Director – Signature

David D. Mills — Complete Legal Name (print) — 9/13/04 Date

Financial Information is for ☒ ACD Funding **AND/OR** ☒ TCA Funding

ROUND FIGURES TO NEAREST DOLLAR.

1. **CASH** from Prior Year(s) or Organizational Funds Available for this Project	$0
Total Cash Available	**$0**
2. **EARNED INCOME**	
a. Admission charges, subscriptions, box office	$50,000
b. Concessions, sales, parking, publications, advertisers, etc.	$
c. Tuition, class/workshop fees	$
d. Contracted services (performances, exhibitions, etc.)	$
e. Interest on investments, endowments	$
f. Rental income	$
g. Other earned income (specify) _____	$
Total Projected Earned Income	**$50,000**

3. **UNEARNED INCOME**		Mark P for Pending or C for Committed
GOVERNMENT SUPPORT (Itemize)		
a. Local Government (**Not** including this request)	$	P☐ C☐
b. Hotel/Motel tax	$	P☐ C☐
c. Other city (**Not** Hotel/Motel tax)	$	P☐ C☐
d. County/Regional	$25,000	P☐ C☒
e. State (**Not** TCA)	$	P☐ C☐
f. Funding Directly from TCA	$	P☐ C☐
g. Federal NEA ☐ NEH ☐ Other _____	$	P☐ C☐
h. Other (specify) EP Housing Author.	$3,000	P☐ C☒
PRIVATE SUPPORT (Itemize)		
a. Fundraising	$	P☐ C☐
b. Individual contributors/sponsors	$3,000	P☐ C☒
c. Memberships	$	P☐ C☐
d. Corporations/Businesses	$65,000	P☒ C☒
e. Foundations	$23,000	P☒ C☒
f. Other (specify) _____	$	P☐ C☐
Total Unearned Income	**$119,000**	

CASH RESOURCES (Total of Sections 1, 2, and 3 above	**$169,000**
Must equal Column A on Page 3 EXPENSES	
ACD FUNDING AWARDED	**$9,207**
Must equal Column B on Page 3 EXPENSES	
TCA FUNDING AWARDED	**$3,461**
Must equal Column C on Page 3 EXPENSES	
TOTAL CASH RESOURCES	**$181,668**
Must equal Column D on Page 3 EXPENSES	

RECEIPTS WILL BE REQUIRED FOR FINAL REPORT

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES	A Cash +	B ACD Funding +	C TCA Funding =	D TOTAL (A+B+C)
1. ORGANIZATIONAL PERSONNEL				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative _____	$20,793	$9,207	$	**$30,000**
b. Artistic _____	$	$	$	**$0**
c. Technical _____	$	$	$	**$0**
d. Other (Specify)_____	$	$	$	**$0**
e. Fringe Benefits	$2,300	$	$	**$2,300**
Total Organizational Personnel	**$23,093**	**$9,207**	**$0**	**$32,300**
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	$4,654	$	$	**$4,654**
ii. Artistic	$41,539	$	$3,461	**$45,000**
iii. Technical	$8,150	$	$	**$8,150**
b. Space Rental	$12,000	$	$	**$12,000**
c. Travel and Transportation	$18,135	$	$	**$18,135**
d. Other (Specify) misc. implementa.	$1,000	$	$	**$1,000**
Total Implementation	**$85,478**	**$0**	**$3,461**	**$88,939**
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	$1,700	$	$	**$1,700**
b. Shipping	$650	$	$	**$650**
c. Supplies and Materials	$250	$	$	**$250**
d. Exhibition Rental Fee	$	$	$	**$0**
e. Marketing and Promotion	$33,250	$	$	**$33,250**
f. Printing	$15,000	$	$	**$15,000**
g. Insurance	$4,000	$	$	**$4,000**
h. Production or Exhibit Costs	$500	$	$	**$500**
misc. prodn-related	$1,079	$	$	**$1,079**
i. Other Expenses (Specify)	$	$	$	**$0**
Box off., tel. & misc. non-pro	$4,000	$	$	**$4,000**
j. Other Artistic Fees	$	$	$	**$0**
Total Misc. Operating Expenses	**$60,429**	**$0**	**$0**	**$60,429**
TOTAL EXPENSES (Sections 1, 2, & 3 above)	**$169,000**	**$9,207**	**$3,461**	**$181,668**

****PLEASE CHECK CAREFULLY****
*YOUR TOTALS ON **PAGE 2** SHOULD BE THE SAME AS THE ABOVE TOTALS.*

3-YEAR ***Short Form*** FOR BOTH CATEGORY I AND II APPLICANTS

The information below is for Int'l Hispanic Cultural Institute
(NAME OF ORGANIZATION, DEPARTMENT OR PROJECT)

APPLICANT ORGANIZATION'S FISCAL YEAR: 01 / 01 to 12 / 31
MONTH DAY MONTH DAY

	Previous Fiscal Year Actual Figures	Current Fiscal Year Approved Budget	Next Fiscal Year Projected Budget
Total Income (all sources)	**$$81,658.00**	**$$10,000.00**	**$$181,668.00**
Total Expenses	**$$81,658.00**	**$$10,000.00**	**$$181,668.00**
Total In-Kind	**$$105,000.00**	**$$25,000.00**	**$207,500.00**
Funding through City (ACD &/or TCA)	**$$0.00**	**$$0.00**	**$$12668**
Funding directly from TCA	**$$0.00**	**$$0.00**	**$0**

Organizations with annual operating revenues of **$300,000 or more** applying for **Category I** must also update the previously submitted **3-YEAR/Long Form - Income and Expenses, (pages 10 & 11 on original application).**

If you are also applying directly to TCA for other funding categories, make sure your 3 YEAR/Long Form Income and Expenses (pages 10 – 11) are the same figures that you submit to the TCA. The TCA does a yearly audit our Direct Funding files.

***Long Form totals should be transferred to the Short Form* (above).**

Entities of government (including government-funded educational institutions) do **not** need to complete the 3-YEAR/Long Form.

City of El Paso Arts and Culture Department

Application from the International Hispanic Cultural Institute (IHCI)
2004-05 Fiscal Year

REVISED PROJECT BUDGET

Description of changes to project

The project will remain essentially the same except for the two following changes:

1. There will be no Friday night concert on October 1st.
2. Attendance by the winners and runners up at the Disney Education Field Trip of the Walt Disney Institute has not yet been confirmed.

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28th day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **PROJECT CHANGE/VICTORY WARRIORS DRILL ACADEMY** an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004, and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates FOUR THOUSAND, NINE HUNDRED THIRTY-EIGHT AND NO/100 DOLLARS ($4,938.00) in funding from the City's Arts and Culture Department (ACD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope,

artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered invoice dated no earlier than the completion of the Project or the completion of the final report, including all receipts that document actual expenditures for the (i) total award of ACD funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18^{h} Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

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Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract.

If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose, which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever comes first.

6. If the Contractor has submitted the optional Mid-Year report, the City shall compensate the Contractor in two equal installments each of which will be in the amount of TWO THOUSAND, FOUR HUNDRED SIXTY-NINE AND NO/100 DOLLARS ($2,469.00). The first installment (50% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice and the mid-year report (one original and one copy) and copies of receipts representing at least 50% of total award amount, due on March 15, 2005, for the period ending February 28, 2005. The second installment (50% of the total award from City funds) -- or the entire compensation amount, if no mid-year report has been submitted -- will be payable upon submission of an invoice and final report due on September 15, 2005, or

thirty days after the completion of program, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from the Arts and Culture Department. Total compensation will be FOUR THOUSAND, NINE HUNDRED THIRTY-EIGHT AND NO/100 DOLLARS ($4,938.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide a numbered and dated invoice and one original and one copy of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The entire compensation amount from ACD will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first based on the entire fiscal year activity. The final report form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT." The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments.** For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public artworks (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are

complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the Mid-Year report and the Final Report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

10. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO THE ARTS AND CULTURE DEPARTMENT, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

11. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character including negligence by the City, its employees or agents, and by whomsoever suffered or asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

12. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any such materials.

13. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

14. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY:	City of El Paso Attention: Mayor's Office Two Civic Center Plaza 10th Floor El Paso, Texas 79901-1196
COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
CONTRACTOR:	Project Change/Victory Warriors Drill Academy 4439 Edgar Park El Paso, Texas 79904

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines,

including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.), State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR: PROJECT CHANGE/
VICTORY WARRIORS DRILL ACADEMY

Signature: Carolyne Redic

Print Name: CAROLYNE REDIC

Title: Authorized Official/Chairman of the Board

Signature: Thelma Bertley

Print Name: Thelma Bertley

Title: Project/Executive Director

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Deborah Hamlyn, Deputy CAO
Quality of Life Services

City of El Paso ACD Attachment "A" *REVISED PROJECT BUDGET* **Page 1**

UPON NOTIFICATION OF FUNDING, all applicants **MUST SUBMIT** THE first 4 page of this Application Amendment with ORIGINAL SIGNATURES to reflect actual funding awarded to the project. Category I organizations submit also pages 5 and 6 **THIS AMENDMENT WILL BE ATTACHED TO THE CONTRACT.**

ACD Funding Program **AND/OR** TCA Funding Program Umbrella Project

Category I Category II

ORGANIZATION'S FISCAL YEAR: Begin 9 /1 /04 End 8 / 31 / 05
Mo. Day Year Mo. Day Year

EXACT DATES OF THIS PROJECT: Begin 9 / 1/04 End 8/ 31 /05
Mo. Day Year Mo. Day Year

Legal Name of Applicant Organization Project Change___
Umbrella Covered Entity (if applicable) Victory Warriors Drill Academy
Department (if applicant is Educational Institution) ___
Mailing Address including Zip Code 4445 Edgar Park, El Paso Texas 79904
Street Address including Zip Code 4445 Edgar Park, El Paso Texas 79904
Phone # 751-5768 Fax: 751-6399
E-mail ___ Federal Employer's Identification Number 74-2888509

Describe the Project. **Be specific.**

Fifty eight participants are currently enrolled at the dance and drill academy. Participants are in drill or dance five days weekly. Performances, training and field trips have more than fifty participants.
Victory Warriors Academy consists of Warriors close order drill unit, Buffalo Soldier Marching and "steppin" units, tambourines, flags, dance and after school.
Warriors tambourine dancers is a group of youth 3 - 10 who perform to music and display of costumes.
Flags and dance is a combination of jazz, modern and steppin, who perform with an array of colorful flags and costumes ages 8-17.
Buffalo soldiers is a performing group ages 8-13 using feet, hands and voice to command the beat, by creating steppin.
Victory Warriors drill combination of steps created by close order drill, jazz, and African folk art movement called "shout".
Weekly there are three dance and tambourine session. Drill sessions are during the week and some Saturdays. Summer camps are five days a week. Victory Warriors mentor camps in Alabama, New Mexico, and Texas cities youth joined our El Paso, Texas border city youth for an intense 5 day or drill/dance and leadership development. The week includes two full days of dance instructions, a close order presentation, tambourine instruction, basic flag and dance workshops, leadership developmen training, and a joint performance with all youth conclude the week.
There are three summer fun camps in El Paso, campers will experience all the fun, games and dance. Practices are held during the week on site, or at the Sheriff Academy for performance recruitment.

How will the awarded funds be used? Describe Be specific

ACD AWARD $ 4,938.00 TCA AWARD $_____
1. ACD : Administration to monitor expenditures and complete final report TCA 1. ___
2. ACD : Artistic fees Dance instructor 3 sessions per week TCA 2. ___
3. ACD : Room rental practice space TCA 3. ___

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

SEP 1 5

Check one of the following:

There will be **NO** changes to the project as described in the original application for funding.

There will be **minor** changes. Explain on an attachment any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may **NOT** be significantly altered and must conform to the intent of the original application, **including project dates and locations**.

We hereby certify that the statements contained in this report are true and correct and represent the complete accounting of this project to the best of our knowledge. **NOTE: Please use BLUE ink for signatures, and PRINT YOUR COMPLETE LEGAL NAME**

Authorized Official/Board Chair -Signature — Complete Legal Name (print) Thomas S. Bylicki — Date 9-14-04

Project/Executive Director - Signature — Complete Legal Name (print) Carolyne Redic — Date Sept 14 2004

City of El Paso ACD **Attachment "A" *REVISED PROJECT BUDGET* Income** **Page 2**

Financial Information is for ACD Funding **AND/OR** TCA Funding

ROUND FIGURES TO NEAREST DOLLAR.

1. CASH from Prior Year(s) or Organizational Funds

Available for this Project	$
Total Cash Available	**$0**

2. EARNED INCOME

a. Admission charges, subscriptions, box office	$
b. Concessions, sales, parking, publications, advertisers, etc.	$
c. Tuition, class/workshop fees	$
d. Contracted services (performances, exhibitions, etc.)	$
e. Interest on investments, endowments	$
f. Rental income	$
g. Other earned income (specify) ___	$
Total Projected Earned Income	**$0**

3. UNEARNED INCOME Mark P for Pending or C for Committed

GOVERNMENT SUPPORT (Itemize)		
a. Local Government (**Not** including this request)	**$ 20,000.00**	**P C**
b. Hotel/Motel tax	$	**P C**
c. Other city (**Not** Hotel/Motel tax)	$	**P C**
d. County/Regional	$	**P C**
e. State (**Not TCA**)	$	**P C**
f. Funding Directly from TCA	$	**P C**
g. Federal NEA NEH _ Other ___	$	**P C**
h. Other (specify) ___	$	**P C**
PRIVATE SUPPORT (Itemize)		
a. Fundraising	**$ 6,500.00**	**P C**
b. Individual contributors/sponsors	**$ 5,000.00**	**P C**
c. Memberships	$	**P C**
d. Corporations/Businesses	$	**P C**
e. Foundations	$	**P C**
f. Other (specify) Private donation	**$30,000.00**	**P C**
Total Unearned Income	**$61,500.00**	

CASH RESOURCES (Total of Sections 1, 2, and 3 above	**$61,500.00**
Must equal Column A on Page 3 EXPENSES	
ACD FUNDING AWARDED	**$ 4,938.00**
Must equal Column B on Page 3 EXPENSES	
TCA FUNDING AWARDED	**$ 0.00**
Must equal Column C on Page 3 EXPENSES	
TOTAL CASH RESOURCES	**$66,438.00**

Must equal Column D on Page 3 EXPENSES

RECEIPTS WILL BE REQUIRED FOR FINAL REPORT

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES

	A Cash	+ B ACD Funding	+ C TCA (A+B+C)	= D TOTAL
1. ORGANIZATIONAL PERSONNEL Funding				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative ___	$	$	$	**$0**
b. Artistic ___	$	$	$	**$0**
c. Technical ___	$	$	$	**$0**
d. Other (Specify)_____	$	$	$	**$0**
e. Fringe Benefits	$	$	$	**$0**
Total Organizational Personnel	**$0**	**$0**	**$0**	**$0**
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	**$ 5,000.00**	**$ 1,200.00**	$	**$ 6,200.00**
ii. Artistic	**$ 2,000.00**	**$ 1, 512. 00**	$	**$ 3,512.00**
iii. Technical	$	$	$	**$**
b. Space Rental (includes utilities for 3 buildings)	**$ 16,000.00**	**$ 2,226.00**	$	**$18,226.00**
c. Travel and Transportation	**$ 20,000.00**	$	$	**$20,000.00**
d. Other (Specify)Hub, internet and phone services___	**$ 4,000.00**	$	$	**$ 4,000.00**
Total Implementation	**$47,000.00**	**$4,938.00**		**$51,938.00**
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	**$ 1,500.00**	$	$	**$1500.00**
b. Shipping	**$ 1,000.00**	$	$	**$1000.00**
c. Supplies and Materials	**$ 4,000.00**	$	$	**$4000.00**
d. Exhibition Rental Fee	$	$	$	**$**
e. Marketing and Promotion	**$ 1,000.00**	$	$	**$1000.00**
f. Printing	**$ 2000.00**	$	$	**$2000.00**
g. Insurance (buildings and Vehicles)	**$ 2,000.00**	$	$	**$2000.00**
h. Production or Exhibit Costs	$	$	$	**$**
_____	$	$	$	**$**
i. Other Expenses (Specify)	$	$	$	**$**
Miscellanous	**$ 3000.00**	$	$	**$ 3000.00**
j. Other Artistic Fees	$	$	$	**$**
Total Misc. Operating Expenses	**$14,500.00**	**$**	**$0**	**$14,500.00**
TOTAL EXPENSES (Sections 1, 2, & 3 above)	**$61,500.00**	**$4,938.00**	**$0**	**$66,438.00**

****PLEASE CHECK CAREFULLY****

YOUR TOTALS ON PAGE 2 SHOULD BE THE SAME AS THE ABOVE TOTALS.

3-YEAR ***Short Form*** **FOR BOTH CATEGORY I AND II APPLICANTS**

The information below is for Project Change
(NAME OF ORGANIZATION, DEPARTMENT OR PROJECT)

APPLICANT ORGANIZATION'S FISCAL YEAR: 1 / 1 to 12 / 31
MONTH DAY MONTH DAY

	Previous Fiscal Year Actual Figures	Current Fiscal Year Approved Budget	Next Fiscal Year Projected Budget
Total Income (all sources)	**$21,000.00**	**$80,000.00**	**$ 53,000.00**
Total Expenses	**$21,000.00**	**$80,000.00**	**$ 53,000.00**
Total In-Kind	$_____	$_____	$_____
Funding through City (ACD &/or TCA)	**$ 0**	**$ 4,938.00**	**$ 15,000.00**
Funding directly from TCA	**$ 0**	**$ 0**	**$ 0**

Organizations with annual operating revenues of **$300,000 or more** applying for **Category I** must also update the previously submitted **3-YEAR/Long Form - Income and Expenses, (pages 10 & 11 on original application).**

If you are also applying directly to TCA for other funding categories, make sure your 3 YEAR/Long Form Income and Expenses (pages 10 - 11) are the same figures that you submit to the TCA. The TCA does a yearly audit our Direct Funding files.

***Long Form totals should be transferred to the Short Form* (above).**
Entities of government (including government-funded educational institutions) do **not** need to complete the 3-YEAR/Long Form.

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28th day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **PROJECT VIDA-ARTS PROGRAM** an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004, and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates FIVE THOUSAND, FIFTY-SEVEN AND NO/100 DOLLARS ($5,057.00) in funding from the City's Arts and Culture Department (ACD) and SEVEN HUNDRED FIFTY-FOUR AND NO/100 DOLLARS ($754.00) in funding from the Texas Commission on the Arts (TCA), for a Total of FIVE THOUSAND, EIGHT HUNDRED ELEVEN AND NO/100 DOLLARS ($5,811.00) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope, artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered invoice dated no earlier than the completion of the Project or the completion of the final report, including all receipts that document actual expenditures for the (i) total award of ACD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18^{h} Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract.

If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose, which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever comes first.

6. If the Contractor has submitted the optional Mid-Year report, the City shall compensate the Contractor in two equal installments each of which will be in the amount of TWO THOUSAND, NINE HUNDRED FIVE AND 50/100 DOLLARS ($2,905.50). The first installment (50% of the combined total award from City and TCA funds) will be payable upon acceptable completion and submission of an invoice and the mid-year report (one original and

one copy) and copies of receipts representing at least 50% of total award amount, due on March 15, 2005, for the period ending February 28, 2005. The second installment (50% of the combined total award from City and TCA funds) -- or the entire compensation amount, if no mid-year report has been submitted -- will be payable upon submission of an invoice and final report due on September 15, 2005, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from the Arts and Culture Department. Total compensation will be FIVE THOUSAND, EIGHT HUNDRED ELEVEN AND NO/100 DOLLARS ($5,811.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide a numbered and dated invoice and one original and one copy of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The entire compensation amount from ACD and TCA will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first based on the entire fiscal year activity. The final report form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE TEXAS COMMISSION ON THE ARTS." The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments.** For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public artworks (i.e. murals, outdoor sculpture) the credit line shall be included in invitations

and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the Mid-Year report and the Final Report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

10. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO THE ARTS AND CULTURE DEPARTMENT, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

11. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character including negligence by the City, its employees or agents, and by whomsoever suffered or

asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

12. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any such materials.

13. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

14. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY:	City of El Paso Attention: Mayor's Office Two Civic Center Plaza 10th Floor El Paso, Texas 79901-1196
COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
CONTRACTOR:	Project Vida-Arts Program 3607 Rivera Ave. El Paso, Texas 79905

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.), State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor

standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR:
PROJECT VIDA-ARTS PROGRAM

Signature: Virginia A. King

Print Name: Virginia A. King

Title: Authorized Official/Chairman of the Board

Signature: Bill Schlesinger

Print Name: Bill Schlesinger

Title: Project/Executive Director

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Deborah Hamlyn, Deputy CAO
Quality of Life Services

UPON NOTIFICATION OF FUNDING, all applicants **MUST SUBMIT** THE 5 page Application Amendment with ORIGINAL SIGNATURES **to reflect actual funding awarded** to the project. THIS AMENDMENT WILL BE ATTACHED TO THE CONTRACT.

☒ ACD Funding Program **AND/OR** ☒ TCA Funding Program ☐ Umbrella Project
☐ Category I ☒ Category II

ORGANIZATION'S FISCAL YEAR: Begin 9 / 1 / 2004 (**Month** Day Year) End 8 / 31 / 2005 (Month Day Year)

EXACT DATES OF THIS PROJECT: Begin 9 / 1 / 2004 (**Month** Day Year) End 8 / 31 / 2005 (Month Day Year)

Legal Name of Applicant Organization Project Vida
Umbrella'd entity (if applicable) n/a
Department (if applicant is Educational Institution) ....n/a
Mailing Address including Zip Code 3607 Rivera Avenue, El Paso, TX 79905
Street Address including Zip Code Same
Phone # 533-7057 ..... Fax: 533-7158
E-mail pvida@sbcglobal.net .....Federal Employer's Identification Number 74-2481679

Describe the Project. **Be specific.**

This program provides art classes three times per week for low-income children, youth and adults. The classes are taught at Project Vida and have been offered for the past four years. Students begin with paper and pencil; and then according to their ability, they progress to other materials such as canvas, watercolors, acrylics, etc. The program has also been extended to include instruction for youth in Project Vida's after school program five days per week. This component of the program includes the materials listed above used for drawing and painting in addition to other arts and crafts projects.

RECEIVED SEP 15 2004

How will the awarded funds be used? Describe Be specific

ACD AWARD $5,057 TCA AWARD $754
1. ACD Artistic instructional fees $4,649 TCA 1. Art supplies $754
2. ACD Art supplies $408 TCA 2. _____
3. ACD _____ TCA 3. _____

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

Check one of the following:

☐ There will be **NO** changes to the project as described in the original application for funding.

☒ There will be **minor** changes. Applicants **must explain below** any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may **NOT** be significantly altered and must conform to the intent of the original application, **including project dates and locations.**

We hereby certify that the statements contained in this report are true and correct and represent the complete accounting of this project to the best of our knowledge. **NOTE: Please use** BLUE ink **for signatures, and PRINT YOUR COMPLETE LEGAL NAME**

[signature] William D. Schlesinger 9/15/04
~~Authorized Official/Board Chair~~ Signature Executive Director Complete Legal Name (print) Date

[signature] John Guggedahl 9/15/04
~~Project/Executive Director~~ Signature Complete Legal Name (print) Date
Board Chair

Financial Information is for ☒ ACD Funding **AND/OR** ☒ TCA Funding

ROUND FIGURES TO NEAREST DOLLAR.

1. **CASH** from Prior Year(s) or Organizational Funds Available for this Project $

Total Cash Available **$0**

2. **EARNED INCOME**

a. Admission charges, subscriptions, box office	$
b. Concessions, sales, parking, publications, advertisers, etc.	$
c. Tuition, class/workshop fees	$
d. Contracted services (performances, exhibitions, etc.)	$
e. Interest on investments, endowments	$
f. Rental income	$
g. Other earned income (specify) _____	$

Total Projected Earned Income **$0**

3. **UNEARNED INCOME** Mark P for Pending or C for Committed

GOVERNMENT SUPPORT (Itemize)

a. Local Government (**Not** including this request	$	P☐	C☐
b. Hotel/Motel tax	$	P☐	C☐
c. Other city (**Not** Hotel/Motel tax)	$	P☐	C☐
d. County/Regional	$	P☐	C☐
e. State (**Not** TCA)	$	P☐	C☐
f. Funding Directly from TCA	$	P☐	C☐
g. Federal NEA ☐ NEH ☐ Other _____	$	P☐	C☐
h. Other (specify) _____	$	P☐	C☐

PRIVATE SUPPORT (Itemize)

a. Fundraising	$	P☐	C☐
b. Individual contributors/sponsors	$	P☐	C☐
c. Memberships	$	P☐	C☐
d. Corporations/Businesses	$	P☐	C☐
e. Foundations	$	P☐	C☐
f. Other (specify) Undesig.Program income	$5,811	P☐	C☒

Total Unearned Income **$5,811**

CASH RESOURCES (Total of Sections 1, 2, and 3 above **$5,811**

Should equal Column A on Page 3 EXPENSES

ACD FUNDING REQUEST **$5,057**

Should equal Column B on Page 3 EXPENSES

TCA FUNDING REQUEST **$754**

Should equal Column C on Page 3 EXPENSES

TOTAL CASH RESOURCES **$11,622**

Should equal Column D on Page 3 EXPENSES

RECEIPTS WILL BE REQUIRED FOR FINAL REPORT

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES

	A Cash +	B ACD Funding +	C TCA Funding =	D TOTAL (A+B+C)
1. ORGANIZATIONAL PERSONNEL				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative _____	$	$	$	$0
b. Artistic Art Instructor	$4,649	$4,649	$0	$9,298
c. Technical _____	$	$	$	$0
d. Other (Specify)_____	$	$	$	$0
e. Fringe Benefits	$	$	$	$0
Total Organizational Personnel	$4,649	$4,649	$0	$9,298
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	$	$	$	$0
ii. Artistic	$	$	$	$0
iii. Technical	$	$	$	$0
b. Space Rental	$	$	$	$0
c. Travel and Transportation	$	$	$	$0
d. Other (Specify) _____	$	$	$	$0
Total Implementation	$0	$0	$0	$0
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	$	$	$	$0
b. Shipping	$	$	$	$0
c. Supplies and Materials	$1,162	$408	$754	$2,324
d. Exhibition Rental Fee	$	$	$	$0
e. Marketing and Promotion	$	$	$	$0
f. Printing	$	$	$	$0
g. Insurance	$	$	$	$0
h. Production or Exhibit Costs	$	$	$	$0
_____	$	$	$	$0
i. Other Expenses (Specify)	$	$	$	$0
_____	$	$	$	$0
j. Other Artistic Fees	$	$	$	$0
Total Misc. Operating Expenses	$1,162	$408	$754	$2,324
TOTAL EXPENSES (Sections 1, 2, & 3 above)	$5,811	$5,057	$754	$11,622

****PLEASE CHECK CAREFULLY****
*YOUR TOTALS ON **PAGE 2** SHOULD BE THE SAME AS THE ABOVE TOTALS.*

3-YEAR ***Short Form*** FOR BOTH CATEGORY I AND II APPLICANTS

The information below is for Project Vida
(NAME OF ORGANIZATION, DEPARTMENT OR PROJECT)

APPLICANT ORGANIZATION'S FISCAL YEAR: Sept. / 1 to Aug. / 31
MONTH DAY MONTH DAY

	Previous Fiscal Year Actual Figures	Current Fiscal Year Approved Budget	Next Fiscal Year Projected Budget
Total Income (all sources)	**$$1,766,863.00**	**$$2,007,490.00**	**$$3,613,482.00**
Total Expenses	**$$1,766,862.00**	**$$1,997,370.00**	**$$3,610,000.00**
Total In-Kind	$_____	$_____	$_____
Funding through City (ACD &/or TCA)	**$$6,177.00**	**$$5,811.00**	**$$12,000.00**
Funding directly from TCA	$_____	$_____	$_____

Organizations with annual operating revenues of $200,000 or more applying for Category I must also revise the previously submitted 3-YEAR/Long Form - Income and Expenses, (pages 10 & 11 on original application).

***Long Form totals should be transferred to the Short Form* (above).**

Entities of government (including government-funded educational institutions) do **not** need to complete the 3-YEAR/Long Form.

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28th day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **SUN CITY CHORALE/EL PASO CHORALE** an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004, and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates FIVE THOUSAND, TWO HUNDRED NINETY-FIVE AND NO/100 DOLLARS ($5,295.00) in funding from the City's Arts and Culture Department (ACD) and TWO THOUSAND, SIX HUNDRED THREE AND NO/100 DOLLARS ($2,603.00) in funding from the Texas Commission on the Arts (TCA), for a Total of SEVEN THOUSAND, EIGHT HUNDRED NINETY-EIGHT AND NO/100 DOLLARS ($7,898.00) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope, artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered invoice dated no earlier than the completion of the Project or the completion of the final report, including all receipts that document actual expenditures for the (i) total award of ACD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18^{h} Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract.

If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose, which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever comes first.

6. If the Contractor has submitted the optional Mid-Year report, the City shall compensate the Contractor in two equal installments each of which will be in the amount of THREE THOUSAND, NINE HUNDRED FORTY-NINE AND NO/100 DOLLARS ($3,949.00). The first installment (50% of the combined total award from City and TCA funds) will be payable upon acceptable completion and submission of an invoice and the mid-year

report (one original and one copy) and copies of receipts representing at least 50% of total award amount, due on March 15, 2005, for the period ending February 28, 2005. The second installment (50% of the combined total award from City and TCA funds) -- or the entire compensation amount, if no mid-year report has been submitted -- will be payable upon submission of an invoice and final report due on September 15, 2005, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from the Arts and Culture Department. Total compensation will be SEVEN THOUSAND, EIGHT HUNDRED NINETY-EIGHT AND NO/100 DOLLARS ($7,898.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide a numbered and dated invoice and one original and one copy of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The entire compensation amount from ACD and TCA will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first based on the entire fiscal year activity. The final report form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE TEXAS COMMISSION ON THE ARTS." The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments.** For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case

of public artworks (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the Mid-Year report and the Final Report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

10. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO THE ARTS AND CULTURE DEPARTMENT, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

11. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character including negligence by the City, its employees or agents, and by whomsoever suffered or

asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

12. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any such materials.

13. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

14. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY:	City of El Paso Attention: Mayor's Office Two Civic Center Plaza 10th Floor El Paso, Texas 79901-1196
COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
CONTRACTOR:	Sun City Chorale/El Paso Chorale 1035 Belvidere, Ste. 100 El Paso, Texas 79912

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.), State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor

standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR: SUN CITY CHORALE/
EL PASO CHORALE

Signature: _____

Print Name: CORY GANO

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: J Prentice Loftin

Title: Project/Executive Director

APPROVED AS TO FORM:

_____

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

_____

Deborah Hamlyn, Deputy CAO
Quality of Life Services

City of El Paso ACD **Attachment "A" *REVISED PROJECT BUDGET* Page 1**

UPON NOTIFICATION OF FUNDING, all applicants **MUST SUBMIT** THE first 4 page of this Application Amendment with ORIGINAL SIGNATURES to reflect actual funding awarded to the project. Category I organizations submit also pages 5 and 6 **THIS AMENDMENT WILL BE ATTACHED TO THE CONTRACT.**

☒ ACD Funding Program **AND/OR** ☒ TCA Funding Program ☐ Umbrella Project

☐ Category I ☒ Category II

ORGANIZATION'S FISCAL YEAR: Begin 7/1/4 End 6/30/5
Mo. Day Year Mo. Day Year

EXACT DATES OF THIS PROJECT: Begin 9/1/4 End 5/30/5
Mo. Day Year Mo. Day Year

Legal Name of Applicant Organization Sun City Chorale dba El Paso Chorale
Umbrella Covered Entity (if applicable) _____
Department (if applicant is Educational Institution) _____
Mailing Address including Zip Code 1035 Belvidere #100, El Paso, TX 79912
Street Address including Zip Code 1035 Belvidere #100, El Paso, TX 79912
Phone # 915-581-2252 ..... Fax: 915-581-2243
E-mail jploftin@aol.com .....Federal Employer's Identification Number 74-2574650

Describe the Project. **Be specific.**

El Paso Chorale and brass will perform 6 concerts (The Gift of Christmas) at the Union Depot in December, 2004. The repertoire is made up of traditional and popular Christmas carols

In the spring of 2005, the chorale will perform their Spring Concert. The repertoire is made up of a wide variety of choral styles and periods.

How will the awarded funds be used? Describe Be specific

ACD AWARD $5,295 TCA AWARD $2,603

1. ACD Artist fees TCA 1. Artist fees
2. ACD _____ TCA 2. _____
3. ACD _____ TCA 3. _____

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

Check one of the following:

☒ There will be **NO** changes to the project as described in the original application for funding.

☐ There will be **minor** changes. Explain on an attachment any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may **NOT** be significantly altered and must conform to the intent of the original application, **including project dates and locations.**

We hereby certify that the statements contained in this report are true and correct and represent the complete accounting of this project to the best of our knowledge. **NOTE: Please use BLUE ink for signatures, and PRINT YOUR COMPLETE LEGAL NAME**

Authorized Official/Board Chair – Signature — Douglas Youngs (Complete Legal Name (print)) — 9/16/04 (Date)

Project/Executive Director – Signature — J Prentice Loftin (Complete Legal Name (print)) — 9/15/04 (Date)

Financial Information is for ☒ ACD Funding **AND/OR** ☒ TCA Funding

ROUND FIGURES TO NEAREST DOLLAR.

1. CASH from Prior Year(s) or Organizational Funds Available for this Project	$0
Total Cash Available	**$0**
2. EARNED INCOME	
a. Admission charges, subscriptions, box office	$27,898
b. Concessions, sales, parking, publications, advertisers, etc.	$3,000
c. Tuition, class/workshop fees	$
d. Contracted services (performances, exhibitions, etc.)	$20,000
e. Interest on investments, endowments	$
f. Rental income	$
g. Other earned income (specify) _____	$
Total Projected Earned Income	**$50,898**

3. UNEARNED INCOME Mark **P** for Pending or **C** for Committed

GOVERNMENT SUPPORT (Itemize)

a. Local Government (**Not** including this request)	$5,000	P☒	C☐
b. Hotel/Motel tax	$	P☐	C☐
c. Other city (**Not** Hotel/Motel tax)	$	P☐	C☐
d. County/Regional	$	P☐	C☐
e. State (**Not TCA**)	$	P☐	C☐
f. Funding Directly from TCA	$5,000	P☒	C☐
g. Federal NEA ☐ NEH ☐ Other _____	$	P☐	C☐
h. Other (specify) _____	$	P☐	C☐

PRIVATE SUPPORT (Itemize)

a. Fundraising	$8,000	P☒	C☐
b. Individual contributors/sponsors	$15,000	P☒	C☐
c. Memberships	$	P☐	C☐
d. Corporations/Businesses	$10,000	P☒	C☐
e. Foundations	$17000	P☒	C☐
f. Other (specify) _____	$	P☐	C☐

Total Unearned Income **$60,000**

CASH RESOURCES (Total of Sections 1, 2, and 3 above **$110,898**

Must equal Column A on Page 3 EXPENSES

ACD FUNDING AWARDED **$5,295**

Must equal Column B on Page 3 EXPENSES

TCA FUNDING AWARDED **$2,603**

Must equal Column C on Page 3 EXPENSES

TOTAL CASH RESOURCES **$118,796**

Must equal Column D on Page 3 EXPENSES

RECEIPTS WILL BE REQUIRED FOR FINAL REPORT

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES

	A Cash +	B ACD Funding +	C TCA Funding =	D TOTAL (A+B+C)
1. ORGANIZATIONAL PERSONNEL				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative _____	$	$	$	**$0**
b. Artistic _____	$5,000	$	$	**$5,000**
c. Technical _____	$1,700	$	$	**$1,700**
d. Other (Specify)_____	$	$	$	**$0**
e. Fringe Benefits	$	$	$	**$0**
Total Organizational Personnel	**$6,700**	**$0**	**$0**	**$6,700**
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	$	$	$	**$0**
ii. Artistic	$60,785	$	$	**$60,785**
iii. Technical	$1,500	$	$	**$1,500**
b. Space Rental	$1,700	$	$	**$1,700**
c. Travel and Transportation	$	$	$	**$0**
d. Other (Specify) _____	$	$	$	**$0**
Total Implementation	**$63,985**	**$0**	**$0**	**$63,985**
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	$1,600	$	$	**$1,600**
b. Shipping	$	$	$	**$0**
c. Supplies and Materials	$2,700	$	$	**$2,700**
d. Exhibition Rental Fee	$	$	$	**$0**
e. Marketing and Promotion	$10,170	$	$	**$10,170**
f. Printing	$	$	$	**$0**
g. Insurance	$1,000	$	$	**$1,000**
h. Production or Exhibit Costs	$10,000	$	$	**$10,000**
_____	$	$	$	**$0**
i. Other Expenses (Specify)	$	$	$	**$0**
office exp	$6,845	$	$	**$6,845**
j. Other Artistic Fees	$7,898	$5,295	$2,603	**$15,796**
Total Misc. Operating Expenses	**$40,213**	**$5,295**	**$2,603**	**$48,111**
TOTAL EXPENSES (Sections 1, 2, & 3 above)	**$110,898**	**$5,295**	**$2,603**	**$118,796**

******PLEASE CHECK CAREFULLY******
YOUR TOTALS ON PAGE 2 SHOULD BE THE SAME AS THE ABOVE TOTALS.

3-YEAR ***Short Form*** **FOR BOTH CATEGORY I AND II APPLICANTS**

The information below is for Sun City Chorale
(NAME OF ORGANIZATION, DEPARTMENT OR PROJECT)

APPLICANT ORGANIZATION'S FISCAL YEAR: 7 / 1 to 6 / 30
MONTH DAY MONTH DAY

	Previous Fiscal Year **Actual Figures**	**Current** Fiscal Year **Approved Budget**	**Next** Fiscal Year **Projected Budget**
Total Income (all sources)	**$$111,921.00**	**$$118,796.00**	**$$130,000.00**
Total Expenses	**$$97,430.00**	**$$118,796.00**	**$130000**
Total In-Kind	**$$30,000.00**	**$$32,000.00**	**$$34,000.00**
Funding through City (ACD &/or TCA)	**$$11,776.00**	**$7898**	**$7000**
Funding directly from TCA	**$$0.00**	**$$0.00**	**$$0.00**

Organizations with annual operating revenues of **$300,000 or more** applying for **Category I** must also update the previously submitted **3-YEAR/Long Form - Income and Expenses, (pages 10 & 11 on original application).**

If you are also applying directly to TCA for other funding categories, make sure your 3 YEAR/Long Form Income and Expenses (pages 10 – 11) are the same figures that you submit to the TCA. The TCA does a yearly audit our Direct Funding files.

***Long Form totals should be transferred to the Short Form* (above).**

Entities of government (including government-funded educational institutions) do **not** need to complete the 3-YEAR/Long Form.

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28th day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **SHOWTIME EL PASO** an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004, and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates FIVE THOUSAND, ONE HUNDRED SEVENTY-SIX AND NO/100 DOLLARS ($5,176.00) in funding from the City's Arts and Culture Department (ACD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope,

artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered invoice dated no earlier than the completion of the Project or the completion of the final report, including all receipts that document actual expenditures for the (i) total award of ACD funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18^{h} Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the

Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract.

If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose, which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever comes first.

6. If the Contractor has submitted the optional Mid-Year report, the City shall compensate the Contractor in two equal installments each of which will be in the amount of TWO THOUSAND, FIVE HUNDRED EIGHTY-EIGHT AND NO/100 DOLLARS ($2,588.00). The first installment (50% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice and the mid-year report (one original and one copy) and copies of receipts representing at least 50% of total award amount, due on March 15, 2005, for the period ending February 28, 2005. The second installment (50% of the total award from City funds) -- or the entire compensation amount, if no mid-year report has been submitted -- will be payable upon submission of an invoice and final report due on September

15, 2005, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from the Arts and Culture Department. Total compensation will be FIVE THOUSAND, ONE HUNDRED SEVENTY-SIX AND NO/100 DOLLARS ($5,176.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide a numbered and dated invoice and one original and one copy of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The entire compensation amount from ACD will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first based on the entire fiscal year activity. The final report form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT." The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments.** For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public artworks (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are

complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the Mid-Year report and the Final Report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

10. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO THE ARTS AND CULTURE DEPARTMENT, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

11. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character including negligence by the City, its employees or agents, and by whomsoever suffered or asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

12. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any such materials.

13. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

14. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY:	City of El Paso Attention: Mayor's Office Two Civic Center Plaza 10th Floor El Paso, Texas 79901-1196
COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
CONTRACTOR:	Showtime El Paso P.O. Box 3797 El Paso, Texas 79923

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines,

including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.), State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR: SHOWTIME EL PASO

Signature: _____

Print Name: Ray Graham

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: Harold E. Stanley

Title: Project/Executive Director

APPROVED AS TO FORM:

_____

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

_____

Deborah Hamlyn, Deputy CAO
Quality of Life Services

UPON NOTIFICATION OF FUNDING, all applicants **MUST SUBMIT** THE first 4 page of this Application Amendment with ORIGINAL SIGNATURES to reflect actual funding awarded to the project. Category I organizations submit also pages 5 and 6 THIS AMENDMENT WILL BE ATTACHED TO THE CONTRACT.

[XX] ACD Funding Program **AND/OR** [ ] TCA Funding Program [ ] Umbrella Project

[ ] Category I [XX] Category II

ORGANIZATION'S FISCAL YEAR: Begin 3/1/2004 End 2/28/2005
Mo. Day Year Mo. Day Year

EXACT DATES OF THIS PROJECT: Begin 9/25/2004 End 4/17/2005
Mo. Day Year Mo. Day Year

Legal Name of Applicant Organization Showtime El Paso!
Umbrella Covered Entity (if applicable) _____
Department (if applicant is Educational Institution) _____
Mailing Address including Zip Code P. O. Box 3797, El Paso, TX 79923
Street Address including Zip Code _____
Phone # 915-544-2122 Fax: 915-595-0492
E-mail jnet21@sbcglobal.com Federal Employer's Identification Number 74-6104817

Describe the Project. **Be specific.**

2004-2005 Concert Season

see concerts and dates attached

How will the awarded funds be used? Describe Be specific

ACD AWARD $ 5,176 TCA AWARD $_____

1. ACD _____ TCA 1. _____
2. ACD _____ TCA 2. _____
3. ACD _____ TCA 3. _____

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

Check one of the following:

[x] There will be **NO** changes to the project as described in the original application for funding.

[ ] There will be **minor** changes. Explain on an attachment any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may **NOT** be significantly altered and must conform to the intent of the original application, **including project dates and locations.**

We hereby certify that the statements contained in this report are true and correct and represent the complete accounting of this project to the best of our knowledge. **NOTE: Please use BLUE ink for signatures, and PRINT YOUR COMPLETE LEGAL NAME**

Authorized Official/Board Chair - Signature — RAYMOND J. GRAHAM — Complete Legal Name (print) — 9/13/04 Date

Project/Executive Director - Signature — RAYMOND J. GRAHAM — Complete Legal Name (print) — 9/13/04 Date

2004-2005 Season
Celebrating 70 Years of
Outstanding Live Entertainme

Download our 2004-2005 Season Brochure
or call (915) 544-2022 to request one
Only $55 for 7 concerts if you sign up by Aug. 31
$65 after Aug. 31, 2004

Information about Showtime El Paso!

2004-2005 Season Ticket Prices & Form

Information about Tommy Dorsey Orchestra Saturday, Sept. 25, 2

Information about From Belle to Broadway Saturday, Nov. 15, 20

Information about Perla Batalla Friday, Nov. 5, 2004 · 7:3

Information about Southern Fried Jazz Sunday, Jan. 9, 2005 ·

Information about One Enchanted Evening Sunday, Feb. 20, 200

Information about Alley Cats Sunday, Mar. 20, 2005 · 7:3(

Information about Gregg Young & the 2nd Street Band Sunday, Ap
p.m.

Download Our 2004-2005 Sea
Brochure!

Financial Information is for [x] ACD Funding **AND/OR** [ ] TCA Funding

ROUND FIGURES TO NEAREST DOLLAR.

1.	**CASH** from Prior Year(s) or Organizational Funds Available for this Project	$
Total Cash Available		**$0**
2.	**EARNED INCOME**	
	a. Admission charges, subscriptions, box office	$ 84,824
	b. Concessions, sales, parking, publications, advertisers, etc.	$ 3,500
	c. Tuition, class/workshop fees	$
	d. Contracted services (performances, exhibitions, etc.)	$
	e. Interest on investments, endowments	$ 150
	f. Rental income	$
	g. Other earned income (specify) _____	$
Total Projected Earned Income		**$0** 88,474

		Mark P for Pending or C for Committed
3.	**UNEARNED INCOME**	
GOVERNMENT SUPPORT (Itemize)		
	a. Local Government (**Not** including this request)	$ P[ ] C[ ]
	b. Hotel/Motel tax	$ P[ ] C[ ]
	c. Other city (**Not** Hotel/Motel tax)	$ P[ ] C[ ]
	d. County/Regional	$ P[ ] C[ ]
	e. State (**Not TCA**)	$ P[ ] C[ ]
	f. Funding Directly from TCA	$ P[ ] C[ ]
	g. Federal NEA [ ] NEH [ ] Other _____	$ P[ ] C[ ]
	h. Other (specify) _____	$ P[ ] C[ ]
PRIVATE SUPPORT (Itemize)		
	a. Fundraising	$ P[ ] C[ ]
	b. Individual contributors/sponsors	$ 5,000 P[ ] C[ ]
	c. Memberships	$ P[ ] C[ ]
	d. Corporations/Businesses	$ 5,000 P[ ] C[ ]
	e. Foundations	$ P[ ] C[ ]
	f. Other (specify) _____	$ P[ ] C[ ]
Total Unearned Income		**$0**

CASH RESOURCES (Total of Sections 1, 2, and 3 above	**$0** 98,474
Must equal Column A on Page 3 EXPENSES	
ACD FUNDING AWARDED	**$** 5,176
Must equal Column B on Page 3 EXPENSES	
TCA FUNDING AWARDED	**$**
Must equal Column C on Page 3 EXPENSES	
TOTAL CASH RESOURCES	**$0** 103.650
Must equal Column D on Page 3 EXPENSES	

RECEIPTS WILL BE REQUIRED FOR FINAL REPORT

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES

	A Cash +	B ACD Funding +	C TCA Funding =	D TOTAL (A+B+C)
1. ORGANIZATIONAL PERSONNEL				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative _____	$	$	$	**$0**
b. Artistic _____	$	$	$	**$0**
c. Technical _____	$	$	$	**$0**
d. Other (Specify)_____	$	$	$	**$0**
e. Fringe Benefits	$	$	$	**$0**
Total Organizational Personnel	**$0**	**$0**	**$0**	**$0**
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	$	$	$	**$0**
ii. Artistic	$48,371	$	$	**$48,371**
iii. Technical	$8,000	$	$	**$8,000**
b. Space Rental	$8,000	$	$	**$8,000**
c. Travel and Transportation	$	$	$	**$0**
d. Other (Specify) PROGRAMS, OUTREACH	$3,125	$	$	**$3,125**
Total Implementation	**$67,496**	**$0**	**$0**	**$67,496**
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	$1,200	$	$	**$1,200**
b. Shipping	$	$	$	**$0**
c. Supplies and Materials	$1,600	$	$	**$1,600**
d. Exhibition Rental Fee	$*	$	$	**$0**
e. Marketing and Promotion	$9,000	$	$	**$9,000**
f. Printing	$4,000	$	$	**$4,000**
g. Insurance	$4,000	$	$	**$4,000**
h. Production or Exhibit Costs	$3,502	$	$	**$3,502**
_____	$	$	$	**$0**
i. Other Expenses (Specify)	$2,500	$	$	**$2,500**
TELEPHONE, POSTAGE	$	$	$	**$0**
j. Other Artistic Fees	$5,176	$5,176	$	**$** 10,352
Total Misc. Operating Expenses	**$30,978**	**$** 5,176	**$0**	**$** 36,154
TOTAL EXPENSES (Sections 1, 2, & 3 above)	**$98,474**	**$** 5,176	**$0**	**$** 103,650

****PLEASE CHECK CAREFULLY****
*YOUR TOTALS ON **PAGE 2** SHOULD BE THE SAME AS THE ABOVE TOTALS.*

3-YEAR ***Short Form*** **FOR BOTH CATEGORY I AND II APPLICANTS**

The information below is for Showtime El Paso!
(NAME OF ORGANIZATION, DEPARTMENT OR PROJECT)

APPLICANT ORGANIZATION'S FISCAL YEAR: 3 / 1 to 2 /28
MONTH DAY MONTH DAY

	Previous Fiscal Year Actual Figures	Current Fiscal Year Approved Budget	Next Fiscal Year Projected Budget
Total Income (all sources)	$ 124,500	$ 103,650	$ 105,000
Total Expenses	$ 124,500	$ 103,650	$ 105,000
Total In-Kind	$____	$____	$____
	none included in the above -- our entire organization is volunteer. We have no paid staff. Our expenses are entirely for the artists and the concerts.		
Funding through City (ACD &/or TCA)	$ 10,042	$ 5,176	$ -
Funding directly from TCA	$____	$____	$____

Organizations with annual operating revenues of **$300,000 or more** applying for **Category I** must also update the previously submitted **3-YEAR/Long Form - Income and Expenses, (pages 10 & 11 on original application).**

If you are also applying directly to TCA for other funding categories, make sure your 3 YEAR/Long Form Income and Expenses (pages 10 – 11) are the same figures that you submit to the TCA. The TCA does a yearly audit our Direct Funding files.

***Long Form totals should be transferred to the Short Form* (above).**

Entities of government (including government-funded educational institutions) do not need to complete the 3-YEAR/Long Form.

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28th day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **THEATRE, INC.** an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004, and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates NINE THOUSAND, FIVE HUNDRED FIFTEEN AND NO/100 DOLLARS ($9,515.00) in funding from the City's Arts and Culture Department (ACD) and THREE THOUSAND, FIVE HUNDRED SEVENTY-SEVEN AND NO/100 DOLLARS ($3,577.00) in funding from the Texas Commission on the Arts (TCA), for a Total of THIRTEEN THOUSAND, NINETY-TWO AND NO/100 DOLLARS ($13,092.00) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original

intent of the application, including but not limited to project dates, locations, size and scope, artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered invoice dated no earlier than the completion of the Project or the completion of the final report, including all receipts that document actual expenditures for the (i) total award of ACD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18^{h} Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for

examination upon request. All funds disbursed under this Contract shall be handled by the Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract.

If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose, which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever comes first.

6. If the Contractor has submitted the optional Mid-Year report, the City shall compensate the Contractor in two equal installments each of which will be in the amount of SIX THOUSAND, FIVE HUNDRED FORTY-SIX AND NO/100 DOLLARS ($6,546.00). The first installment (50% of the combined total award from City and TCA funds) will be payable upon acceptable completion and submission of an invoice and the mid-year report (one original and one copy) and copies of receipts representing at least 50% of total award amount, due on March 15, 2005, for the period ending February 28, 2005. The second installment (50% of the combined total award from City and TCA funds) -- or the entire compensation amount, if no

mid-year report has been submitted -- will be payable upon submission of an invoice and final report due on September 15, 2005, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from the Arts and Culture Department. Total compensation will be THIRTEEN THOUSAND, NINETY-TWO AND NO/100 DOLLARS ($13,092.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide a numbered and dated invoice and one original and one copy of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The entire compensation amount from ACD and TCA will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first based on the entire fiscal year activity. The final report form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE TEXAS COMMISSION ON THE ARTS." The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments.** For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public artworks (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be

available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the Mid-Year report and the Final Report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

10. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO THE ARTS AND CULTURE DEPARTMENT, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

11. Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character including negligence by the City, its employees or agents, and by whomsoever suffered or asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

12. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND**

INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE. In addition, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action which might arise from use of any such materials.

13. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

14. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY:	City of El Paso Attention: Mayor's Office Two Civic Center Plaza 10th Floor El Paso, Texas 79901-1196
COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
CONTRACTOR:	Theatre, Inc. P.O. Box 24087 El Paso, Texas 79914

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein

provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.), State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any

product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR: THEATRE, INC.

Signature: John P. Bibona

Print Name: JOHN P. BIBONA

Title: Authorized Official/Chairman of the Board

Signature: Billie Brown

Print Name: Billie Brown

Title: Project/Executive Director

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Deborah Hamlyn, Deputy CAO
Quality of Life Services

UPON NOTIFICATION OF FUNDING, all applicants **MUST SUBMIT** THE first 4 page of this Application Amendment with ORIGINAL SIGNATURES to reflect actual funding awarded to the project. Category I organizations submit also pages 5 and 6 **THIS AMENDMENT WILL BE ATTACHED TO THE CONTRACT.**

☒ ACD Funding Program **AND/OR** ☒ TCA Funding Program ☐ Umbrella Project

☐ Category I ☒ Category II

ORGANIZATION'S FISCAL YEAR: Begin 7/1/2004 (Mo. Day Year) End 6/30/2005 (Mo. Day Year)

EXACT DATES OF THIS PROJECT: Begin 9/1/2004 (Mo. Day Year) End 6/15/2005 (Mo. Day Year)

Legal Name of Applicant Organization THEATRE, INC.

Umbrella Covered Entity (if applicable) _____

Department (if applicant is Educational Institution) _____

Mailing Address including Zip Code PO BOX 24087, EL PASO, TX 79914

Street Address including Zip Code 10616 GALATEA PLACE, EL PASO 79924

Phone # 915.821.0150 ..... Fax: 1.702.442.8792

E-mail TheatreInc@elp.rr.com ..... Federal Employer's Identification Number 74-2323895

Describe the Project. **Be specific.**

2003-04 SCHOOL YEAR TOURS. This project will consist of three play productions* to include 180 performances and 300 workshops in the public schools in El Paso at K-3rd grade, 4th-5th grade and middle school levels. A resource/study guide, written by Theatre, Inc., to include lesson plans, will be provided each classroom teacher. These plays will provide employment for 10-12 theatre artists. Open auditions and personal interviews will be conducted for selection of artists.

Goals for this project include:

1) **the personal development of students as regards their awareness and appreciation of theatre arts,**
2) **the use of theatrical experience within the school to support and supplement existing curriculum, and**
3) **the development and education of a future audience for the arts.**

How will the awarded funds be used? Describe Be specific

ACD AWARD $9,515	TCA AWARD $3,577
1. ACD artistic fees	TCA 1. other artistic fees
2. ACD _____	TCA 2. _____
3. ACD _____	TCA 3. _____

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

Check one of the following:

☒ There will be **NO** changes to the project as described in the original application for funding.

☐ There will be **minor** changes. Explain on an attachment any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may **NOT** be significantly altered and must conform to the intent of the original application, **including project dates and locations**.

We hereby certify that the statements contained in this report are true and correct and represent the complete accounting of this project to the best of our knowledge. **NOTE: Please use BLUE ink for signatures, and PRINT YOUR COMPLETE LEGAL NAME**

John P. Bibona	John P Bibona	09/13/04
Authorized Official/Board Chair –Signature	Complete Legal Name (print)	Date
Billie Brown	Billie Brown	09/13/04
Project/Executive Director – Signature	Complete Legal Name (print)	Date

Financial Information is for ☒ ACD Funding **AND/OR** ☒ TCA Funding

ROUND FIGURES TO NEAREST DOLLAR.

1. CASH from Prior Year(s) or Organizational Funds Available for this Project	$
Total Cash Available	**$0**
2. EARNED INCOME	
a. Admission charges, subscriptions, box office	$
b. Concessions, sales, parking, publications, advertisers, etc.	$
c. Tuition, class/workshop fees	$
d. Contracted services (performances, exhibitions, etc.)	$75,680
e. Interest on investments, endowments	$
f. Rental income	$
g. Other earned income (specify) _____	$
Total Projected Earned Income	**$75,680**

3. UNEARNED INCOME Mark P for Pending or C for Committed

GOVERNMENT SUPPORT (Itemize)

a. Local Government (**Not** including this request)	$	P☐ C☐
b. Hotel/Motel tax	$	P☐ C☐
c. Other city (**Not** Hotel/Motel tax)	$	P☐ C☐
d. County/Regional	$	P☐ C☐
e. State (**Not TCA**)	$	P☐ C☐
f. Funding Directly from TCA	$	P☐ C☐
g. Federal NEA ☐ NEH ☐ Other _____	$	P☐ C☐
h. Other (specify) _____	$	P☐ C☐

PRIVATE SUPPORT (Itemize)

a. Fundraising	$	P☐ C☐
b. Individual contributors/sponsors	$	P☐ C☐
c. Memberships	$	P☐ C☐
d. Corporations/Businesses	$	P☐ C☐
e. Foundations	$	P☐ C☐
f. Other (specify) _____	$	P☐ C☐

Total Unearned Income **$0**

CASH RESOURCES (Total of Sections 1, 2, and 3 above	**$75,680**
Must equal Column A on Page 3 EXPENSES	
ACD FUNDING AWARDED	**$9,515**
Must equal Column B on Page 3 EXPENSES	
TCA FUNDING AWARDED	**$3,577**
Must equal Column C on Page 3 EXPENSES	
TOTAL CASH RESOURCES	**$88,772**
Must equal Column D on Page 3 EXPENSES	

RECEIPTS WILL BE REQUIRED FOR FINAL REPORT

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES

	A Cash +	B ACD Funding +	C TCA Funding =	D TOTAL (A+B+C)
1. ORGANIZATIONAL PERSONNEL				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative _____	$14,950	$	$	**$14,950**
b. Artistic _____	$5,435	$9,515	$	**$14,950**
c. Technical _____	$	$	$	**$0**
d. Other (Specify)_____	$	$	$	**$0**
e. Fringe Benefits	$	$	$	**$0**
Total Organizational Personnel	**$20,385**	**$9,515**	**$0**	**$29,900**
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	$	$	$	**$0**
ii. Artistic	$24,015	$	$	**$24,015**
iii. Technical	$2,700	$	$	**$2,700**
b. Space Rental	$2,680	$	$	**$2,680**
c. Travel and Transportation	$1,550	$	$	**$1,550**
d. Other (Specify) _____	$	$	$	**$0**
Total Implementation	**$30,945**	**$0**	**$0**	**$30,945**
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	$	$	$	**$0**
b. Shipping	$	$	$	**$0**
c. Supplies and Materials	$475	$	$	**$475**
d. Exhibition Rental Fee	$	$	$	**$0**
e. Marketing and Promotion	$72	$	$	**$72**
f. Printing	$1,040	$	$	**$1,040**
g. Insurance	$670	$	$	**$670**
h. Production or Exhibit Costs	$10,024	$	$	**$10,024**
<u>props,costumes,disposables</u>	$	$	$	**$0**
i. Other Expenses (Specify)	$12,069	$	$	**$12,069**
<u>capital</u>	$	$	$	**$0**
j. Other Artistic Fees	$	$	$3,577	**$3,577**
Total Misc. Operating Expenses	**$24,350**	**$0**	**$3,577**	**$27,927**
TOTAL EXPENSES (Sections 1, 2, & 3 above)	**$75,680**	**$9,515**	**$3,577**	**$88,772**

******PLEASE CHECK CAREFULLY******
YOUR TOTALS ON PAGE 2 SHOULD BE THE SAME AS THE ABOVE TOTALS.

3-YEAR *Short Form* **FOR BOTH CATEGORY I AND II APPLICANTS**

The information below is for THEATRE, INC.
(NAME OF ORGANIZATION, DEPARTMENT OR PROJECT)

APPLICANT ORGANIZATION'S FISCAL YEAR: 7 / 1 to 6 / 30
MONTH DAY MONTH DAY

	Previous Fiscal Year **Actual Figures**	**Current** Fiscal Year **Approved Budget**	**Next** Fiscal Year **Projected Budget**
Total Income (all sources)	**$$103,780.00**	**$$105,680.00**	**$$105,680.00**
Total Expenses	**$$103,643.00**	**$$105,680.00**	**$$105,680.00**
Total In-Kind	**$$12,682.00**	**$$12,148.00**	**$$12,148.00**
Funding through City (ACD &/or TCA)	**$$12,000.00**	**$$13,092**	**$$25,000**
Funding directly from TCA	$_____	$_____	**$15,000**

Organizations with annual operating revenues of **$300,000 or more** applying for **Category I** must also update the previously submitted **3-YEAR/Long Form - Income and Expenses, (pages 10 & 11 on original application).**

If you are also applying directly to TCA for other funding categories, make sure your 3 YEAR/Long Form Income and Expenses (pages 10 – 11) are the same figures that you submit to the TCA. The TCA does a yearly audit our Direct Funding files.

***Long Form totals should be transferred to the Short Form* (above).**

Entities of government (including government-funded educational institutions) do **not** need to complete the 3-YEAR/Long Form.

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28th day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **UNIVERSITY OF TEXAS AT EL PASO/ART DEPARTMENT-VISITING ARTISTS AND EXHIBITION SERIES**, an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004 and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates FIVE THOUSAND, TWO HUNDRED THIRTY-SIX AND NO/100 DOLLARS ($5,236.00) in funding from the City's Arts and Culture Department (ACD) and TWO THOUSAND, SIX HUNDRED THREE AND NO/100 DOLLARS ($2,603.00) in funding from the Texas Commission on the Arts (TCA), for a Total of SEVEN THOUSAND, EIGHT HUNDRED THIRTY-NINE AND NO/100 DOLLARS ($7,839.00) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope, artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered and dated invoice, dated no earlier than the completion of the Project or the completion of the final report including all receipts that document actual expenditures for the (i) total award of ACD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the

Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract. If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose, which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever is first.

6. If the Contractor has submitted the optional mid-year report and invoice, the City shall compensate the Contractor in two equal installments each of which will be in the amount of THREE THOUSAND, NINE HUNDRED NINETEEN AND 50/100 DOLLARS ($3,919.50). The first installment (50% of the combined total award from City and TCA funds) will be payable upon acceptable completion and submission of an invoice and the mid-year report (one original and one copy) and copies of receipts representing at least 50% of total award amount, due on March 15, 2005, for the period ending February 28, 2005. The second installment (the remaining 50% of the

combined total award from City and TCA funds) – or the entire compensation amount, if no mid-year report has been submitted -- will be payable upon submission of the invoice and final report due on September 15, 2005, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. The final report form is available from the Arts and Culture Department. Total compensation will be SEVEN THOUSAND, EIGHT HUNDRED THIRTY-NINE AND NO/100 ($7,839.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide a numbered and dated invoice and one original and one copy of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The entire compensation amount from ACD and TCA will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first based on the entire fiscal year activity. The final report form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE TEXAS COMMISSION ON THE ARTS." The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments.** For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public art works (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to

review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the mid-year report and the final report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

10. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO THE ARTS AND CULTURE DEPARTMENT, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

11. To the extent authorized by the laws of the State of Texas, Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character, and by whomsoever suffered or asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

12. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In

addition, and to the extent authorized by the laws of the State of Texas, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action, which might arise from use of any such materials.

13. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

14. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY:	City of El Paso Attention: Mayor's Office Two Civic Center Plaza 10th Floor El Paso, Texas 79901-1196
COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
	CONTRACTOR: University of Texas at El Paso/Art Department- Visiting Artists and Exhibition Series 500 West University Avenue El Paso, Texas 79968

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services

provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154); Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.); State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on

similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR:
UNIVERSITY OF TEXAS AT EL PASO
ART DEPARTMENT VISITING ARTISTS
AND EXHIBITION SERIES

Signature: _____

Print Name: Diana S. Natalicio, Ph.D.

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: Kate Benansinga

Title: Project/Executive Director

APPROVED AS TO FORM:

_____

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

_____

Deborah Hamlyn, Deputy CAO
Quality of Life Services

UPON NOTIFICATION OF FUNDING, all applicants **MUST SUBMIT** THE first 4 pages of this Revised Project Budget with ORIGINAL SIGNATURES to reflect actual funding awarded to the project. Category I organizations submit also pages 5 and 6 **THIS DOCUMENT WILL BE ATTACHED TO THE CONTRACT.**

☒ ACD Funding Program **AND/OR** ☒ TCA Funding Program ☐ Umbrella Project

☒ Category I ☐ Category II

ORGANIZATION'S FISCAL YEAR: Begin 9/1/2004 End 8/31/2005
Mo. Day Year Mo. Day Year

EXACT DATES OF THIS PROJECT: Begin 9/1/2004 End 8/31/205
Mo. Day Year Mo. Day Year

Legal Name of Applicant Organization The University of Texas at El paso
Umbrella Covered Entity (if applicable) _____
Department (if applicant is Educational Institution) ..... Art
Mailing Address including Zip Code 500 West University Ave.
Street Address including Zip Code El Paso, TX 79968
Phone # (915) 747-7837 ..... Fax: (915) 747-6749
E-mail bonansin@utep.edu ..... Federal Employer's Identification Number 74-600081

Describe the Project. **Be specific.**

Visiting Artist and Exhibition Program at the Stanlee and Gerald Rubin Center for the Visual Arts at UTEP. We will host visiting artists Sam Reveles, Nick Munoz, Monica Martinez and Paul Henry Ramirez with this TCA/ACD award. We will also in part host the exhibition "Seriously Playful: Paul Henry Ramirez 1995-2004" from Sept. 23-December 2, 2004. The award will help offset the expenses in conjunction with technical help for Mr. Ramirez and with shipping his artwork from New York to El Paso.

How will the awarded funds be used? Describe Be specific

ACD AWARD $5,236 TCA AWARD $2,603
1. ACD Honoraria TCA 1. Shipping Expenses
2. ACD _____ TCA 2. _____
3. ACD _____ TCA 3. _____

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

Check one of the following:

☐ There will be **NO** changes to the project as described in the original application for funding.

☒ There will be **minor** changes. Explain on an attachment any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may **NOT** be significantly altered and must conform to the intent of the original application, **including project dates and locations**.

We hereby certify that the statements contained in this report are true and correct and represent the complete accounting of this project to the best of our knowledge.

NOTE: Please use BLUE ink for signatures, and PRINT YOUR COMPLETE LEGAL NAME

Authorized Official/Board Chair – Signature — Diana S. Natalicio (Complete Legal Name (print)) — Date 9/15/04

Project/Executive Director – Signature — Kate Bonansinga (Complete Legal Name (print)) — Date 9/15/04

Financial Information is for ☒ ACD Funding **AND/OR** ☒ TCA Funding

ROUND FIGURES TO NEAREST DOLLAR.

1.	**CASH** from Prior Year(s) or Organizational Funds Available for this Project	$
Total Cash Available		**$0**
2.	**EARNED INCOME**	
	a. Admission charges, subscriptions, box office	$
	b. Concessions, sales, parking, publications, advertisers, etc.	$
	c. Tuition, class/workshop fees	$
	d. Contracted services (performances, exhibitions, etc.)	$
	e. Interest on investments, endowments	$
	f. Rental income	$
	g. Other earned income (specify) _____	$
Total Projected Earned Income		**$0**

		Mark **P** for Pending or **C** for Committed
3.	**UNEARNED INCOME**	
GOVERNMENT SUPPORT (Itemize)		
	a. Local Government (**Not** including this request)	$ P☐ C☐
	b. Hotel/Motel tax	$ P☐ C☐
	c. Other city (**Not** Hotel/Motel tax)	$ P☐ C☐
	d. County/Regional	$ P☐ C☐
	e. State (**Not TCA**)	$7839 P☐ C☒
	f. Funding Directly from TCA	$ P☐ C☐
	g. Federal NEA ☐ NEH ☐ Other _____	$ P☐ C☐
	h. Other (specify) _____	$ P☐ C☐
PRIVATE SUPPORT (Itemize)		
	a. Fundraising	$ P☐ C☐
	b. Individual contributors/sponsors	$ P☐ C☐
	c. Memberships	$ P☐ C☐
	d. Corporations/Businesses	$ P☐ C☐
	e. Foundations	$ P☐ C☐
	f. Other (specify) _____	$ P☐ C☐
Total Unearned Income		**$7,839**

CASH RESOURCES (Total of Sections 1, 2, and 3 above	**$7,839**
Must equal Column A on Page 3 EXPENSES	
ACD FUNDING AWARDED	**$5,236**
Must equal Column B on Page 3 EXPENSES	
TCA FUNDING AWARDED	**$2603**
Must equal Column C on Page 3 EXPENSES	
TOTAL CASH RESOURCES	**$15,678**
Must equal Column D on Page 3 EXPENSES	

RECEIPTS WILL BE REQUIRED FOR FINAL REPORT

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES

	A Cash	+ B ACD Funding	+ C TCA (A+B+C)	= D TOTAL
1. ORGANIZATIONAL PERSONNEL Funding				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative __	$	$	$	**$0**
b. Artistic _____	$	$	$	**$0**
c. Technical _____	$	$	$	**$0**
d. Other (Specify)_____	$	$	$	**$0**
e. Fringe Benefits	$	$	$	**$0**
Total Organizational Personnel	**$0**	**$0**	**$0**	**$0**
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	$	$	$	**$0**
ii. Artistic	$	$4700	$	**$4,700**
iii. Technical	$	$536	$	**$536**
b. Space Rental	$	$	$	**$0**
c. Travel and Transportation	$	$	$	**$0**
d. Other (Specify) Shipping	$	$	$2,603	**$2,603**
Total Implementation	**$0**	**$5,236**	**$2,603**	**$7,839**
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	$	$	$	**$0**
b. Shipping	$5000	$	$	**$5,000**
c. Supplies and Materials	$	$	$	**$0**
d. Exhibition Rental Fee	$	$	$	**$0**
e. Marketing and Promotion	$	$	$	**$0**
f. Printing	$2839	$	$	**$2,839**
g. Insurance	$	$	$	**$0**
h. Production or Exhibit Costs	$	$	$	**$0**
_____	$	$	$	**$0**
i. Other Expenses (Specify)	$	$	$	**$0**
_____	$	$	$	**$0**
j. Other Artistic Fees	$	$	$	**$0**
Total Misc. Operating Expenses	**$7,839**	**$0**	**$0**	**$7,839**
TOTAL EXPENSES (Sections 1, 2, & 3 above)	**$7,839**	**$5,236**	**$2,603**	**$15,678**

******PLEASE CHECK CAREFULLY******

YOUR TOTALS ON PAGE 2 SHOULD BE THE SAME AS THE ABOVE TOTALS.

3-YEAR ***Short Form*** **FOR BOTH CATEGORY I AND II APPLICANTS**

The information below is for Visiting Artists and Exhibitions
(NAME OF ORGANIZATION, DEPARTMENT OR PROJECT)

APPLICANT ORGANIZATION'S FISCAL YEAR: 09 / 01 to 08 / 31
MONTH DAY MONTH DAY

	Previous Fiscal Year **Actual Figures**	**Current** Fiscal Year **Approved Budget**	**Next** Fiscal Year **Projected Budget**
Total Income (all sources)	**$$23,330.00**	**$$24,823.00**	**$$30,000.00**
Total Expenses	**$$23,330.00**	**$$24,823.00**	**$$30,000.00**
Total In-Kind	**$$0**	**$$480.00**	**$$500.00**
Funding through City (ACD &/or TCA)	**$$11665.00**	**$$7,839.00**	**$$10,000.00**
Funding directly from TCA	**$$5,984.00**	**$$9,145.00**	**$$5,000.00**

Organizations with annual operating revenues of **$300,000 or more** applying for **Category I** must also update the previously submitted **3-YEAR/Long Form - Income and Expenses, (pages 10 & 11 on original application).**

If you are also applying directly to TCA for other funding categories, make sure your 3 YEAR/Long Form Income and Expenses (pages 10 – 11) are the same figures that you submit to the TCA. The TCA does a yearly audit our Direct Funding files.

Long Form totals should be transferred to the Short Form **(above).**

Entities of government (including government-funded educational institutions) do **not** need to complete the 3-YEAR/Long Form.

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28th day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **UNIVERSITY OF TEXAS AT EL PASO/LANGUAGE & LINGUISTICS DEPARTMENT-10TH MEXICAN LITERATURE CONFERENCE**, an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004 and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates FOUR THOUSAND, SEVEN HUNDRED SEVENTY-SIX AND NO/100 DOLLARS ($4,776.00) in funding from the City's Arts and Culture Department (ACD) and TWO THOUSAND, FIVE HUNDRED FORTY-THREE AND NO/100 DOLLARS ($2,543.00) in funding from the Texas Commission on the Arts (TCA), for a Total of SEVEN THOUSAND, THREE HUNDRED NINETEEN AND NO/100 DOLLARS ($7,319.00) to

provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope, artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered and dated invoice, dated no earlier than the completion of the Project or the completion of the final report including all receipts that document actual expenditures for the (i) total award of ACD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract. If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose, which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever is first.

6. If the Contractor has submitted the optional mid-year report and invoice, the City shall compensate the Contractor in two equal installments each of which will be in the amount of THREE THOUSAND, SIX HUNDRED FIFTY-NINE AND 50/100 DOLLARS ($3,659.50). The first installment (50% of the combined total award from City and TCA funds) will be payable upon acceptable completion and submission of an invoice and the mid-year report (one original and one

copy) and copies of receipts representing at least 50% of total award amount, due on March 15, 2005, for the period ending February 28, 2005. The second installment (the remaining 50% of the combined total award from City and TCA funds) – or the entire compensation amount, if no mid-year report has been submitted -- will be payable upon submission of the invoice and final report due on September 15, 2005, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. The final report form is available from the Arts and Culture Department. Total compensation will be SEVEN THOUSAND, THREE HUNDRED NINETEEN AND NO/100 ($7,319.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide a numbered and dated invoice and one original and one copy of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The entire compensation amount from ACD and TCA will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first based on the entire fiscal year activity. The final report form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE TEXAS COMMISSION ON THE ARTS." The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments.** For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public art works (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts

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9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

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11. To the extent authorized by the laws of the State of Texas, Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character, and by whomsoever suffered or asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

12. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In addition, and to the extent authorized by the laws of the State of Texas, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action, which might arise from use of any such materials.

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COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
	CONTRACTOR: University of Texas at El Paso/Language & Linguistics Department-10th Mexican Literature Conference 500 West University Avenue El Paso, Texas 79968

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which

performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154); Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.); State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

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43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR:
UNIVERSITY OF TEXAS AT EL PASO/LANGUAGE & LINGUISTICS DEPARTMENT-10TH MEXICAN LITERATURE CONFERENCE

Signature: _____

Print Name: Diana S. Natalicio, Ph.D.

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: Fernando N. Garcia, Ph.D.

Title: Project/Executive Director

APPROVED AS TO FORM:

_____

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

_____

Deborah Hamlyn, Deputy CAO
Quality of Life Services

UPON NOTIFICATION OF FUNDING, all applicants **MUST SUBMIT** THE 5 page Application Amendment with ORIGINAL SIGNATURES **to reflect actual funding awarded** to the project. **THIS AMENDMENT WILL BE ATTACHED TO THE CONTRACT.**

☒ ACD Funding Program **AND/OR** ☒ TCA Funding Program ☐ Umbrella Project
☐ Category I ☒ Category II

ORGANIZATION'S FISCAL YEAR: Begin 9 / 1 / 4 End 8 / 31 / 5
Month Day Year Month Day Year
EXACT DATES OF THIS PROJECT: Begin 1 / 15 / 5 End 6 / 30 / 05
Month Day Year Month Day Year

Legal Name of Applicant Organization The University of Texas at El Paso
Umbrella'd entity (if applicable) _____
Department (if applicant is Educational Institution).... Languages and Linguistics
Mailing Address including Zip Code 500 W. University Ave., 79968
Street Address including Zip Code Same as above
Phone # (915) 747-5555 ..... Fax: (915) 747-5292
E-mail fgarcia@utep.edu ..... Federal Employer's Identification Number 1746000813

Describe the Project. **Be specific.**

The tenth annual Contemporary Literature Conference at on UTEP March 3, 4, and 5 of 2005, will bring together writers, readers, university students and general public to examine and celebrate contemporary literature. Seected speakers will present information about current works, authors, and trends in all genres an engage in dialogue with audiences about the form, content and impact of these works.
Approximately 20 sessions will be held over the course of the three days with lecture/panel/audience participation format, including 3 to 4 panelists a nd presenters per session. Presenters are chosen by a committee on the basis of abstracts submitted in advance. All sessions are open to the general public and to students at no charge.

SEP 15

How will the awarded funds be used? Describe Be specific

ACD AWARD $4,776 TCA AWARD $2,543
1. ACD Consultants, Printing, Shipping TCA 1. Consultants, Printing, Shipping
2. ACD _____ TCA 2. _____
3. ACD _____ TCA 3. _____

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

Check one of the following:

☒ There will be **NO** changes to the project as described in the original application for funding.

☐ There will be **minor** changes. Applicants **must explain below** any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may **NOT** be significantly altered and must conform to the intent of the original application, **including project dates and locations**.

We hereby certify that the statements contained in this report are true and correct and represent the complete accounting of this project to the best of our knowledge. **NOTE: Please use BLUE ink for signatures, and PRINT YOUR COMPLETE LEGAL NAME**

Authorized Official/Board Chair –Signature — Diana S. Natalicio, Ph.D. (Complete Legal Name (print)) — Date 9/15/04

Project/Executive Director – Signature — Fernando N. García (Complete Legal Name (print)) — Date 9/14/04

Financial Information is for ☒ ACD Funding **AND/OR** ☒ TCA Funding

ROUND FIGURES TO NEAREST DOLLAR.

1. CASH from Prior Year(s) or Organizational Funds Available for this Project $

Total Cash Available **$0**

2. EARNED INCOME

a. Admission charges, subscriptions, box office	$
b. Concessions, sales, parking, publications, advertisers, etc.	$
c. Tuition, class/workshop fees	$
d. Contracted services (performances, exhibitions, etc.)	$
e. Interest on investments, endowments	$
f. Rental income	$
g. Other earned income (specify) Presenter Dues	$

Total Projected Earned Income **$0**

3. UNEARNED INCOME Mark **P** for Pending or **C** for Committed

GOVERNMENT SUPPORT (Itemize)

a. Local Government (**Not** including this request	$	P☐	C☐
b. Hotel/Motel tax	$	P☐	C☐
c. Other city (**Not** Hotel/Motel tax)	$	P☐	C☐
d. County/Regional	$	P☐	C☐
e. State (**Not TCA**)	$7,319	P☐	C☒
f. Funding Directly from TCA	$	P☐	C☐
g. Federal NEA ☐ NEH ☐ Other _____	$	P☐	C☐
h. Other (specify) _____	$	P☐	C☐

PRIVATE SUPPORT (Itemize)

a. Fundraising	$	P☐	C☐
b. Individual contributors/sponsors	$	P☐	C☐
c. Memberships	$	P☐	C☐
d. Corporations/Businesses	$	P☐	C☐
e. Foundations	$	P☐	C☐
f. Other (specify) _____	$	P☐	C☐

Total Unearned Income **$7,319**

CASH RESOURCES (Total of Sections 1, 2, and 3 above **$7,319**

Should equal Column A on Page 3 EXPENSES

ACD FUNDING REQUEST **$4776**

Should equal Column B on Page 3 EXPENSES

TCA FUNDING REQUEST **$2543**

Should equal Column C on Page 3 EXPENSES

TOTAL CASH RESOURCES **$14,638**

Should equal Column D on Page 3 EXPENSES

CEIPTS WILL BE REQUIRED FOR FINAL REPORT

EXPENSES

ROUND FIGURES TO NEAREST DOLLAR

	A Cash +	B ACD Funding +	C TCA Funding =	D TOTAL (A+B+C)
1. ORGANIZATIONAL PERSONNEL				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative S&W	$1,465	$	$	**$1,465**
b. Artistic _____	$	$	$	**$0**
c. Technical _____	$1,000	$	$	**$1,000**
d. Other (Specify)_____	$	$	$	**$0**
e. Fringe Benefits	$326	$	$	**$326**
Total Organizational Personnel	**$2,791**	**$0**	**$0**	**$2,791**
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	$	$	$1000	**$1,000**
ii. Artistic	$	$776	$	**$776**
iii. Technical	$	$	$	**$0**
b. Space Rental	$	$	$	**$0**
c. Travel and Transportation	$350	$	$	**$350**
d. Other (Specify) Lodging	$	$2,000	$	**$2,000**
Total Implementation	**$350**	**$2,776**	**$1,000**	**$4,126**
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	$	$	$	**$0**
b. Shipping	$300	$200	$	**$500**
c. Supplies and Materials	$300	$300	$	**$600**
d. Exhibition Rental Fee	$	$	$	**$0**
e. Marketing and Promotion	$700	$300	$	**$1,000**
f. Printing	$1,700	$1,000	$221	**$2,921**
g. Insurance	$	$	$	**$0**
h. Production or Exhibit Costs	$	$	$	**$0**
_____	$	$	$	**$0**
i. Other Expenses (Specify)	$1,178	$200	$1,322	**$2,700**
Rental space, university relations, comm. costs	$	$	$	**$0**
j. Other Artistic Fees	$	$	$	**$0**
Total Misc. Operating Expenses	**$4,178**	**$2,000**	**$1,543**	**$7,721**
TOTAL EXPENSES (Sections 1, 2, & 3 above)	**$7,319**	**$4,776**	**$2,543**	**$14,638**

******PLEASE CHECK CAREFULLY******
YOUR TOTALS ON PAGE 2 SHOULD BE THE SAME AS THE ABOVE TOTALS.

3-YEAR ***Short Form*** **FOR BOTH CATEGORY I AND II APPLICANTS**

The information below is for The University of Texas at El Paso
(NAME OF ORGANIZATION, DEPARTMENT OR PROJECT)

APPLICANT ORGANIZATION'S FISCAL YEAR: 9 / 1 to 8 / 31
MONTH DAY MONTH DAY

	Previous Fiscal Year **Actual Figures**	**Current** Fiscal Year **Approved Budget**	**Next** Fiscal Year **Projected Budget**
Total Income (all sources)	**$$9,910.00**	**$$14638.00**	**$$15,000.00**
Total Expenses	**$$9,910.00**	**$$14,638.00**	**$$15,000.00**
Total In-Kind	**$$0.00**	**$$0.00**	**$0**
Funding through City (ACD &/or TCA)	**$$4,995.00**	**$7319.00**	**$$8,000.00**
Funding directly from TCA	**$1404.00**	**$$2,543.00**	**$$3,000.00**

Organizations with annual operating revenues of **$200,000 or more** applying for **Category I** must also revise the previously submitted **3-YEAR/Long Form - Income and Expenses, (pages 10 & 11 on original application).**

Long Form totals should be transferred to the Short Form* (above*).

Entities of government (including government-funded educational institutions) do **not** need to complete the 3-YEAR/Long Form.

THE STATE OF TEXAS)
) **CONTRACT**
COUNTY OF EL PASO)

This Contract is made this 28th day of September, 2004, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **UNIVERSITY OF TEXAS AT EL PASO/UNION PROGRAMS OFFICE-WEDNESDAY MUSIC CAFE**, an IRS Section 501(c)(3) nonprofit arts organization, hereinafter referred to as the "Contractor."

WHEREAS, the City desires to provide its local citizens with a variety of high quality cultural programs; and

WHEREAS, the City desires to respond to the needs and encourage the creativity of local artists and cultural organizations; and

WHEREAS, the City desires to respond to the cultural needs of the local ethnic and distinct communities and to promote the development of arts based in those communities; and

WHEREAS, the City desires to encourage artistic interchanges and cooperative ventures that bring together distinct communities and organizations, and in so doing, reflect the diversity of the City's cultural heritage; and

WHEREAS, The City Council has approved and adopted a budget for the fiscal year beginning September 1, 2004 and ending August 31, 2005;

NOW, THEREFORE, the City and the Contractor do hereby mutually agree as follows:

1. The City hereby appropriates FIVE THOUSAND, FIFTY-SEVEN AND NO/100 DOLLARS ($5,057.00) in funding from the City's Arts and Culture Department (ACD) and TWO THOUSAND, FIVE HUNDRED FOURTEEN AND NO/100 DOLLARS ($2,514.00) in funding from the Texas Commission on the Arts (TCA), for a Total of SEVEN THOUSAND, FIVE HUNDRED SEVENTY-ONE AND NO/100 DOLLARS ($7,571.00) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter provided for.

2. The Contractor hereby certifies that the Project as described in the original application and the Application Amendment will not be altered and will conform to the original intent of the application, including but not limited to project dates, locations, size and scope, artistic nature, key participants and financial scope. Contractor may not make any modification to the Project without the prior written consent of ACD. Any reduction in the number of project dates or locations, or in size or scope of the Project shall result in a corresponding reduction of the consideration to be provided to the Contractor.

3. The Contractor hereby agrees and binds itself to do whatever is necessary to perform and carry out the following:

a. During the Contract period, provide the services, activities, and performances in accordance with Attachment "A," which is attached hereto and hereby made a part of this Contract and hereinafter referred to as "Project." Any reduction in the services, activities, or performances from those described in Attachment "A" shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.

b. Complete and forward to the City of El Paso Arts and Culture Department an acceptable final report and numbered and dated invoice, dated no earlier than the completion of the Project or the completion of the final report including all receipts that document actual expenditures for the (i) total award of ACD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2005, or 30 days after program is completed, whichever is first. Receipts should consist of one of the following: (i) supporting documentation such as invoices to substantiate the request (invoices shall include the name of the person or vendor, date, purpose of expenditure and check number, which paid the expenditure. Invoices should also be stamped as "paid" to ensure they are not paid more than once.); or (ii) photocopy of actual check, cancelled check or check stubs (Photocopy should be of front and back of cleared check. If cancelled checks are not available the City requires applicable bank statements as described below.); or (iii) photocopy of applicable bank statements that reference the checks paid. The City of El Paso must ensure that funds have been expended prior to reimbursing the grantee. Contractor will submit one signed original and one (1) copy of each such report.

c. Abide by the City of El Paso Arts and Culture Department 18th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso Arts and Culture Department's office.

4. The Contractor shall keep complete and accurate books and records indicating when, how, by whom, and for what purposes the funds received under this Contract are spent by the

Contractor, and the Contractor shall make such books and records available to the City for examination upon request. All funds disbursed under this Contract shall be handled by the Contractor in accordance with the standards of the American Institute of Certified Public Accountants, which include provisions for sound fiscal practices and fiscal reporting. In addition, the Contractor shall furnish the City at its request with balance sheets and statements of operation, which accurately account for the expenditure of agreement funds, and a written narrative report reflecting same. The City reserves the right to audit the books and records of the Contractor, upon reasonable notice to the Contractor and during regular working hours, in order to ensure fiscal and programmatic compliance with the assurances in this Contract. If any serious discrepancy should appear in such reports or statements, the City shall notify the Contractor. If such discrepancy is not rectified to the satisfaction of the City within 30 days, the City may withhold all or part of the funds from the Contractor. "Serious discrepancy" shall mean violation of an existing statute or ordinance or an expenditure of Contract funds for a purpose, which is not authorized by this Contract. **Should the City determine that any provision of this Contract has been violated, the City may terminate this Contract immediately. Written notice of termination will be sent to the Contractor.**

5. The term of this Contract shall run from the date of execution and shall terminate August 31, 2005, or thirty (30) days after the completion of the Project, whichever is first.

6. If the Contractor has submitted the optional mid-year report and invoice, the City shall compensate the Contractor in two equal installments each of which will be in the amount of THREE THOUSAND, SEVEN HUNDRED EIGHTY-FIVE AND 50/100 DOLLARS ($3,785.50). The first installment (50% of the combined total award from City and TCA funds) will be payable upon acceptable completion and submission of an invoice and the mid-year report (one original and one copy) and copies of receipts representing at least 50% of total award amount, due on March 15, 2005, for the period ending February 28, 2005. The second installment (the remaining 50% of the

combined total award from City and TCA funds) – or the entire compensation amount, if no mid-year report has been submitted -- will be payable upon submission of the invoice and final report due on September 15, 2005, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. The final report form is available from the Arts and Culture Department. Total compensation will be SEVEN THOUSAND, FIVE HUNDRED SEVENTY-ONE AND NO/100 ($7,571.00). The City shall make all payments in accordance with its fiscal year and usual accounting procedures. The Contractor shall provide a numbered and dated invoice and one original and one copy of the final report accompanied by complete, detailed receipts documenting expenditure of the total award and cash match.

7. The entire compensation amount from ACD and TCA will be payable upon submission of the final report and invoice due on September 15, 2005, or thirty days after the completion of program, whichever is first based on the entire fiscal year activity. The final report form is available from the Arts and Culture Department. Payment shall be authorized only after the project has been completed and the final report and invoice for the contracted amount have been received by the Arts and Culture Department and the City Comptroller processes the invoice.

8. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **"WITH THE SUPPORT OF THE CITY OF EL PASO ARTS AND CULTURE DEPARTMENT AND THE TEXAS COMMISSION ON THE ARTS." The credit line should be prominent, readable and equitable in size to other supporter/sponsor acknowledgments.** For all visual arts projects or events, the credit line must also be included on invitations and exhibition announcements. Any additional printed credit is optional. In the case of public art works (i.e. murals, outdoor sculpture) the credit line shall be included in invitations and as part of the work or as part of a permanent plaque or sign to be affixed to the artwork. Visual arts projects must also include the credit line in the invitations for such events. The ACD logo may NOT be used in any printed materials. The Arts and Culture Department Staff will be available to

review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the ACD Staff prior to printing in order to avoid any conflicts and ensure that contractual obligations outlined herein are complied with. When no printed program is used, VERBAL CREDIT SHALL BE GIVEN PRIOR TO EACH PRESENTATION. Copies of such printing and program materials as prepared for all activities must be forwarded to the Arts and Culture Department, as part of the mid-year report and the final report. **Failure to comply with this provision will constitute a breach of contract and result in the immediate cancellation of award.**

9. Nothing contained herein shall be construed as creating the relationship of employer and employee between the City and the Contractor, and the Contractor shall be deemed at all times to be an Independent Contractor. The City shall not be subject to any obligations or liabilities incurred by the Contractor in the performance of the services described in this contract unless otherwise herein authorized.

10. In order to provide members of the **CITY OF EL PASO ARTS AND CULTURE DEPARTMENT BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO THE ARTS AND CULTURE DEPARTMENT, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS.**

11. To the extent authorized by the laws of the State of Texas, Contractor agrees to indemnify and hold the City, its officers, employees, agents and servants harmless from any claims for injury, death, loss or damage of any kind or character, and by whomsoever suffered or asserted occasioned by or in connection with any services performed by Contractor under this Contract, either while its services are in progress or as a result of services performed by it.

12. For the purpose of this Contract, **THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR OBTAINING APPROPRIATE PERMISSION TO USE AND INCORPORATE COPYRIGHTED MATERIALS INTO THE PERFORMANCE.** In

addition, and to the extent authorized by the laws of the State of Texas, the Contractor shall indemnify, defend, and hold the City harmless from any claims or causes of action, which might arise from use of any such materials.

13. For the purpose of determining place of agreement and law governing same, this Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas, and venue shall lie in El Paso County.

14. This Contract may be modified by the parties by written amendment and mutual agreement of the parties hereto. Should either party wish to modify this Contract, the party shall give thirty (30) days' written notice to the other party as follows:

CITY:	City of El Paso Attention: Mayor's Office Two Civic Center Plaza 10th Floor El Paso, Texas 79901-1196
COPY TO:	Arts and Culture Department Two Civic Center Plaza 6th Floor El Paso, Texas 79901-1196
	CONTRACTOR: University of Texas at El Paso/Union Programs Office- Wednesday Music Cafe 500 West University Avenue El Paso, Texas 79968

15. This Contract may be terminated in whole or in part by the City by giving thirty (30) days' written notice of termination to the Contractor, and specifying the extent to which performance under the Contract is terminated. Such right of termination is in addition to and not in lieu of rights of the City set forth in Paragraph 19, herein.

16. This Contract supersedes any prior agreement between the parties hereto and constitutes and expresses the whole agreement of the parties hereto in reference to the services

provided by the Contractor for the City and in reference to any of the matters or things herein provided for or herein before discussed or mentioned in reference to such services, all promises, representations, and understandings relative thereto being herein merged.

17. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current ACD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794); the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213); Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.); Debarment (45 C.F.R. pt. 1154); Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et esq.); State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; **City of El Paso Ordinance #9779**, regarding Accessibility.

To the extent that a portion of the funding is provided by the Texas Commission on the Arts for administration by the City, the Contractor must also comply with the following as required by the Texas Commission on the Arts: the **equity plan** (Texas Government Code Section 444.024) regarding the equitable allocation of financial assistance and services to recipients who reflect the geographical, cultural, and ethnic diversity of the state's population; the **Obscenity Clause** (Texas Government Code Section 444.021(b)) which prohibits the Commission and its grantees from knowingly fostering, encouraging, promoting or funding any project, production, workshop and/or program which includes obscene material as defined in Texas Penal Code Section 43.21, and **Section 5(m) and Section 7(g) of the National Foundation on the Arts and Humanities Act of 1965** (20 U.S.C. §§ 954, 956). Labor standards binding promise that (1) all professional performers and related or supporting professional personnel . . . employed on projects . . . will be paid . . . not less than the prevailing minimum compensation for persons employed on

similar activities; and (2) no part of any product or production . . . will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee.

18. It is understood and agreed that the terms and conditions of the grant application as amended by the Attachment "A" submitted by Contractor, which are incorporated herein and made a part hereof, will be complied with by the Contractor in all respects.

19. Failure to comply with all provisions outlined in this Contract or the current Funding Program Guidelines may constitute a breach of contract as well as an inability to qualify for future City Funding. Financial penalties for breach of contract will be assigned and may include but not be limited to the withholding of payments or immediate cancellation of the Contract.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

_____

Joe Wardy, Mayor

ATTEST:

_____

Richarda Duffy Momsen, City Clerk

CONTRACTOR:
UNIVERSITY OF TEXAS AT EL PASO/UNION PROGRAMS OFFICE-WEDNESDAY MUSIC CAFE

Signature: _____

Print Name: Diana S. Natalicio, Ph.D.

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: Carol Roberts-Spence

Title: Project/Executive Director

APPROVED AS TO FORM:

_____

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

_____

Deborah Hamlyn, Deputy CAO
Quality of Life Services

UPON NOTIFICATION OF FUNDING, all applicants MUST SUBMIT THE first 4 page of this Application Amendment with ORIGINAL SIGNATURES to reflect actual funding awarded to the project. Category I organizations submit also pages 5 and 6 **THIS AMENDMENT WILL BE ATTACHED TO THE CONTRACT.**

☒ ACD Funding Program **AND/OR** ☒ TCA Funding Program ☐ Umbrella Project

☐ Category I ☐ Category II

ORGANIZATION'S FISCAL YEAR: Begin 9/1/4 (**Mo.** Day Year) End 8/31/5 (Mo. Day Year)

EXACT DATES OF THIS PROJECT: Begin 9/1/2004 (**Mo.** Day Year) End 8/31/2005 (Mo. Day Year)

Legal Name of Applicant Organization University of Texas at El Paso

Umbrella Covered Entity (if applicable) _____

Department (if applicant is Educational Institution) Special Events

Mailing Address including Zip Code 500 West University, El Paso, TX 79968

Street Address including Zip Code 302 Union East Building, El Paso, TX 7996

Phone # 915.747.5481 ..... Fax: 915.747.7469

E-mail croberts@utep.edu ..... Federal Employer's Identification Number 74-6500081

Describe the Project. **Be specific.**

The UTEP Office of Special Events presents Wednesday Music Café (WMC). WMC is a series of concerts that take place every Wednesday at noon in the UTEP Union Plaza. Fifteen bands will be featured in the Fall Semester. Fifteen bands will be featured in the Spring Semester with six in the Summer Semester.

How will the awarded funds be used? Describe Be specific

ACD AWARD $5,057	TCA AWARD $2,514
1. ACD Artistic Fees	TCA 1. Artistic Fees
2. ACD _____	TCA 2. _____
3. ACD _____	TCA 3. _____

Receipts to equal the awarded funds and your matching funds WILL BE REQUIRED with the Final Report.

Check one of the following:

☐ There will be **NO** changes to the project as described in the original application for funding.

☒ There will be **minor** changes. Explain on an attachment any deviations from the project as described in the original application, including modifications due to the level of funding awarded. Projects may **NOT** be significantly altered and must conform to the intent of the original application, **including project dates and locations.**

We hereby certify that the statements contained in this report are true and correct and represent the complete accounting of this project to the best of our knowledge. **NOTE: Please use BLUE ink for signatures, and PRINT YOUR COMPLETE LEGAL NAME**

Authorized Official/Board Chair –Signature	Diana S. Natalicio, Ph.D Complete Legal Name (print)	9-15-04 Date
Carol Roberts-Spence Project/Executive Director – Signature	CAROL Roberts-Spence Complete Legal Name (print)	9 15, 04 Date

Financial Information is for ☒ ACD Funding **AND/OR** ☒ TCA Funding

ROUND FIGURES TO NEAREST DOLLAR.

1. CASH from Prior Year(s) or Organizational Funds Available for this Project	$
Total Cash Available	**$0**
2. EARNED INCOME	
a. Admission charges, subscriptions, box office	$
b. Concessions, sales, parking, publications, advertisers, etc.	$
c. Tuition, class/workshop fees	$
d. Contracted services (performances, exhibitions, etc.)	$
e. Interest on investments, endowments	$
f. Rental income	$
g. Other earned income (specify) Student Svc Fee	$6,135
Total Projected Earned Income	**$6,135**

3. UNEARNED INCOME Mark **P** for Pending or **C** for Committed

GOVERNMENT SUPPORT (Itemize)

a. Local Government (**Not** including this request)	$	P☐	C☐
b. Hotel/Motel tax	$	P☐	C☐
c. Other city (**Not** Hotel/Motel tax)	$	P☐	C☐
d. County/Regional	$	P☐	C☐
e. State (**Not TCA**)	$1,436	P☐	C☒
f. Funding Directly from TCA	$	P☐	C☐
g. Federal NEA ☐ NEH ☐ Other _____	$	P☐	C☐
h. Other (specify) _____	$	P☐	C☐

PRIVATE SUPPORT (Itemize)

a. Fundraising	$	P☐	C☐
b. Individual contributors/sponsors	$	P☐	C☐
c. Memberships	$	P☐	C☐
d. Corporations/Businesses	$	P☐	C☐
e. Foundations	$	P☐	C☐
f. Other (specify) _____	$	P☐	C☐

Total Unearned Income **$1,436**

CASH RESOURCES (Total of Sections 1, 2, and 3 above	**$7,571**
Must equal Column A on Page 3 EXPENSES	
ACD FUNDING AWARDED	**$5,057**
Must equal Column B on Page 3 EXPENSES	
TCA FUNDING AWARDED	**$2,514**
Must equal Column C on Page 3 EXPENSES	
TOTAL CASH RESOURCES	**$15,142**
Must equal Column D on Page 3 EXPENSES	

RECEIPTS WILL BE REQUIRED FOR FINAL REPORT

ROUND FIGURES TO NEAREST DOLLAR

EXPENSES

	A Cash	+ B ACD Funding	+ C TCA Funding	= D TOTAL (A+B+C)
1. ORGANIZATIONAL PERSONNEL				
If Educational Institution, please indicate if the cash match of this section is for RT (Release Time) or S&W (Salaries & Wages)				
a. Administrative Stud. Coordinator	$1,011	$	$	**$1,011**
b. Artistic _____	$	$	$	**$0**
c. Technical _____	$	$	$	**$0**
d. Other (Specify)_____	$	$	$	**$0**
e. Fringe Benefits	$	$	$	**$0**
Total Organizational Personnel	**$1,011**	**$0**	**$0**	**$1,011**
2. IMPLEMENTATION				
a. Fees for Outside Professional Services/Contracts				
i. Administrative	$	$	$	**$0**
ii. Artistic	$500	$5,057	$2,514	**$8,071**
iii. Technical	$	$	$	**$0**
b. Space Rental	$	$	$	**$0**
c. Travel and Transportation	$	$	$	**$0**
d. Other (Specify) _____	$	$	$	**$0**
Total Implementation	**$500**	**$5,057**	**$2,514**	**$8,071**
3. MISCELLANEOUS OPERATING EXPENSES				
a. Equipment Rental	$	$	$	**$0**
b. Shipping	$	$	$	**$0**
c. Supplies and Materials	$425	$	$	**$425**
d. Exhibition Rental Fee	$	$	$	**$0**
e. Marketing and Promotion	$1,500	$	$	**$1,500**
f. Printing	$1,135	$	$	**$1,135**
g. Insurance	$	$	$	**$0**
h. Production or Exhibit Costs	$	$	$	**$0**
Speaker Box Construction	$1,000	$	$	**$1,000**
i. Other Expenses (Specify)	$	$	$	**$0**
Office Sup, Hospitality	$2,000	$	$	**$2,000**
j. Other Artistic Fees	$	$	$	**$0**
Total Misc. Operating Expenses	**$6,060**	**$0**	**$0**	**$6,060**
TOTAL EXPENSES (Sections 1, 2, & 3 above)	**$7,571**	**$5,057**	**$2,514**	**$15,142**

******PLEASE CHECK CAREFULLY******
YOUR TOTALS ON PAGE 2 SHOULD BE THE SAME AS THE ABOVE TOTALS.

3-YEAR ***Short Form*** **FOR BOTH CATEGORY I AND II APPLICANTS**

The information below is for University of Texas at El Paso
(NAME OF ORGANIZATION, DEPARTMENT OR PROJECT)

APPLICANT ORGANIZATION'S FISCAL YEAR: 09 / 01 to 08 / 31
MONTH DAY MONTH DAY

	Previous Fiscal Year **Actual Figures**	**Current** Fiscal Year **Approved Budget**	**Next** Fiscal Year **Projected Budget**
Total Income (all sources)	**$$29,000.00**	**$$29,000.00**	**$$29,000.00**
Total Expenses	**$$29,000.00**	**$$29,000.00**	**$$29,000.00**
Total In-Kind	**$$0.00**	**$$0.00**	**$$0.00**
Funding through City (ACD &/or TCA)	**$$8,604.00**	**$$7,571.00**	**$$10,000.00**
Funding directly from TCA	**$3,510.00**	**$$2,514.00**	**$$4,000.00**

Organizations with annual operating revenues of **$300,000 or more** applying for **Category I** must also update the previously submitted **3-YEAR/Long Form - Income and Expenses, (pages 10 & 11 on original application).**

If you are also applying directly to TCA for other funding categories, make sure your 3 YEAR/Long Form Income and Expenses (pages 10 – 11) are the same figures that you submit to the TCA. The TCA does a yearly audit our Direct Funding files.

***Long Form totals should be transferred to the Short Form* (above).**

Entities of government (including government-funded educational institutions) do **not** need to complete the 3-YEAR/Long Form.