

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Museums and Cultural Affairs Department

AGENDA DATE: 10/03/06

CONTACT PERSON/PHONE: Yolanda Alameda, 541-4896

DISTRICT(S) AFFECTED: All

SUBJECT:

That the City Manager be authorized to sign the contracts outlined in the resolution, which serve a public purpose, on behalf of the Museums and Cultural Affairs Department, to be funded through the Operational Support and the Project Support Programs for FY2007 Direct Funding Program of the Museums and Cultural Affairs Department as recommended by the Cultural Affairs Advisory Board.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The City of El Paso Museums and Cultural Affairs Department (MCAD) provides support to arts and culture organizations annually to implement a series of arts and cultural programs for visitors and residents of the City of El Paso. In July 2005, the City Council approved an Agency Strategic Plan for MCAD, which recommended the continuation of funding to arts and culture organizations. MCAD issued a request for applications in February 2006 and forwarded those applications through a peer review panel process in June 2006. Panel recommendations were forwarded by MCAD to the Cultural Affairs Advisory Board (CAAB) with recommended funding allocations. On September 5, 2006 the CAAB moved forward a recommendation to fund the organizations as listed on the resolution. Attached is additional information on the funding application process.

PRIOR COUNCIL ACTION

Has the Council previously considered this item or a closely related one?

Strategic Plan developed for Museums and Cultural Affairs Department was reviewed and approved by City Council on July 19, 2005.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

HOT funds for MCAD as approved in FY 2007 budget.

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

Cultural Affairs Advisory Board (CAAB) approved funding recommendations on September 5, 2006.

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: _____
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

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RESOLUTION

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

THAT the City Manager be authorized to sign the following contracts, each of which serves a public purpose, on behalf of the Museums and Cultural Affairs Department, to be funded through the Operational Support and the Project Support Programs for FY2007 Direct Funding Program of the Museums and Cultural Affairs Department as recommended by the Cultural Affairs Advisory Board:

1. El Paso Pro-Musica; Operational Support; \$29,096.00.
2. El Paso Holocaust Museum; Operational Support; \$15,000.00.
3. Insights Museum; Operational Support; \$15,000.00.
4. Kids Excel; Operational Support; \$15,000.00.
5. El Paso Opera; Operational Support; \$19,433.00.
6. El Paso Symphony; Operational Support; \$19,880.00.
7. Ballet Folklorico Paso del Norte; Project Support; \$7,500.
8. El Paso Chorale; Project Support; \$9,886.00.
9. Theatre, Inc.; Project Support; \$15,000.00.
10. Creative Kids; Project Support; \$12,221.50.
11. La Mujer Obrera; Project Support; \$5,000.00.
12. Border Senses; Project Support; \$5,958.00.
13. El Paso Friends of Jazz Society; Project Support; \$5,000.00.
14. El Paso Playhouse; Project Support; \$5,000.00.
15. Kids & Co.; Project Support; \$6,405.00.
16. Danzas Espanolas; Project Support; \$2,591.00.
17. International Hispanic Cultural Institute; Project Support; \$15,000.00.
18. The Gilbert & Sullivan Co. of El Paso; Project Support; \$4,179.50.
19. Project Change; Project Support; \$6,181.00
20. Ballet Solaris Dance Co.; Project Support; \$2,500.00.
21. Project Vida; Project Support; \$7,273.50.
22. El Paso Wind Symphony; Project Support; \$11,524.50.
23. Outrageous Fortune Theatre Co.; Project Support; \$2,500.00.
24. El Paso Sungold Sweet Adelines; Project Support; \$2,134.00.
25. Showtime El Paso; Project Support; \$6,479.00.

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PASSED AND APPROVED this _____ day of October, 2006.

CITY OF EL PASO

ATTEST:

Mayor

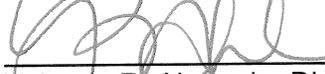
City Clerk

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Arts Resources Department

Operational Support Program (OSP)

Funding Guidelines

PURPOSE

The program's purpose is to promote organizational stability of El Paso's arts and cultural assets and to cultivate organizational growth and professional development through investments that benefit the people of El Paso and improve their quality of life as well as build the region's creative economy and visitor industry. Particular consideration is given to organizational activities that emphasize marketing, collaboration, innovation and diversity.

Operational support is available to mid-size and large budget nonprofit arts and cultural organizations that meet the eligibility criteria in the City of El Paso.

PROGRAM ELIGIBILITY CRITERIA

In addition to General Eligibility Criteria, applicants must meet all of the following criteria:

- Has been in operation for at least three (3) years
- Has minimum cash revenues of \$150,000 (including MCAD funding) during the most recently completed fiscal period
- Has year-round programming, including performance series, or exhibition series, or other ongoing arts activities (Note: Large-scale special festivals and special events may qualify if they can demonstrate year-round planning and fundraising activities directly related to the festival or special event)
- Presents documentation of past programs and services, evidenced by copies of programs, playbills, reviews, or other similar documentation
- Submits a 12-month or long-term programming and operations plan that covers the funding period
- Has at least a part-time executive director or business manager
- Presents evidence of payment to artists for services rendered or provides career advancement opportunities for artists and related creative support personnel.
- Proposed activities must start no earlier than September 1 and end no later than August 31 of the applicable City of El Paso fiscal year

FUNDING LIMITS

The minimum award for this program is \$15,000 with a maximum award based on organizational operation budget size and funding availability, not to exceed 25% of an organization's operating budget.

EVALUATION CRITERIA

Artistic Excellence and Innovation
Audience Development and Tourism Promotion
Diversity and Outreach
Administrative Health (Capacity)
Impact

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PROJECT SUPPORT PROGRAM (PSP)

Funding Guidelines

PURPOSE

The Project Support Program (PSP) provides support to arts and cultural organizations and other community based organizations that are reflective of the El Paso region's rich and diverse art, culture and heritage.

Project Support Program supports programs that provide high quality arts experiences that are innovative, accessible and appealing to local residents and that promote cultural tourism.

PROGRAM ELIGIBILITY CRITERIA

In addition to General Eligibility Criteria, applicants must meet all the following criteria:

- Has been in operation for at least three (3) years
- Have qualified artistic and administrative leadership capable of completing the proposed project with a commitment to funding artists and artistic products
- Proposed activities must start no earlier than September 1 and end no later than August 31 of the applicable City of El Paso fiscal year
- Organizations must submit a final report and budget summary

FUNDING LIMITS AND MATCHING FUNDS

The maximum award will be \$15,000. Organizations submitting a joint proposal are eligible for requests up to \$25,000 for collaborative projects. The total award will not exceed more than 50% of the proposed project's budget. A 1:1 match is required for all awards. Up to one-half of the match may be in well-documented in-kind support (at true market value with proper documentation), with prior approval of the MCAD Director.

EVALUATION CRITERIA

Artistic Excellence and Innovation
Audience Development and Tourism Promotion
Diversity and Outreach
Administrative Health (Capacity)
Impact

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GENERAL ELIGIBILITY & PROCESSES FOR ALL APPLICANTS

FUNDING CYCLES

The MCAD Funding Programs are awarded annually and applicants are required to submit applications for funding on an annual basis. The deadlines for fiscal year 2007 are listed below. Guidelines and deadlines for future years will be published in a similar manner.

GENERAL ELIGIBILITY

The City of El Paso will fund organizational applicants that meet the following criteria:

- Nonprofit 501(c)(3) arts and cultural organizations, including service organizations to arts and culture, operating and providing programs and services within the City of El Paso or other 501(c)(3) organizations that have a documented history or engagement in the arts within the City of El Paso.
- Organizations that have an active volunteer board of directors that meets at least four (4) times per year.
- Activities and services that occur within and for the benefit of the residents of and visitors to the City of El Paso.
- Activities and services that are open and accessible to the public and meet requirements established by the Americans with Disabilities Acts (ADA) and related City ordinances.
- **NOTE:** At the time of contract execution with the City of El Paso, successful grant applicants will be required to confirm compliance with several local ordinances and state and federal statutes and regulations. These will be indicated in the contract documents.

The City of El Paso will not fund:

- Government agencies or public authorities
- Applicants that have a delinquent status with the City of El Paso
- An operating deficit or budget shortfall projected for the funding period or incurred within previous fiscal periods
- Activities which do not have a cultural or artistic focus or whose primary focus is religious
- Cash services or endowments of any kind
- Underwriting of capital expenditures (buildings, land, permanent equipment or artwork)
- Projects planned primarily for fundraising purposes
- Loans, fines, penalties, cost of litigation or associated interest payments
- Political contributions or activity, i.e., lobbying
- Re-granting programs
- Licensing fees of any kind
- Scholarships, awards, cash prizes, tuition expenses or fellowships/grants to individuals
- Activities covered by restrictions outlined in the City of El Paso contract

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document

- Activities restricted to members or which do not benefit the general public
- College/university or school projects that are part of a course or curriculum or which do not benefit the general public
- Previously completed activities or activities that have occurred prior to the signing of the cultural service contract
- Individual artists who are not residents of El Paso or organizations that do not have administrative offices located in the City of El Paso
- Youth applicants or organizations that involve youth who are in school and have not completed the 12th grade (for the primary delivery of the artistic product)
- Activities of El Paso-based organizations that occur outside of the City limits unless:
 - There is a clear benefit to the residents of El Paso
 - There are no other appropriate facilities within the City of El Paso for the particular activity (in terms of availability, affordability and size), and
 - Specific activity locations are approved by the City, prior to the signing of a contract for services, with the organization

PEER REVIEW PANEL PROCESS

To be consistent with arts industry public funding practices the City of El Paso Museums and Cultural Affairs Department (MCAD) has implemented a peer review process. Therefore, the MCAD will convene peer review panels each year, depending on the number of categories or disciplines within each program. Peer review panel members will represent diverse disciplines, community perspectives and field expertise.

Panel membership is open to people with relevant experience and who are able to volunteer adequate time and energy to the process. Nominations for reviewers come from the El Paso community, colleagues within other local arts agencies, the public and staff. Potential reviewers may be nominated by submitting a completed Peer Review Panel Nomination Form to the MCAD staff. A Nomination Form is included in this package or can be downloaded from our website: WWW.ELPASOTEXAS.GOV/MCAD by clicking on Funding Programs.

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City of El Paso Museums and Cultural Affairs Department

General Information

INTRODUCTION

The city of El Paso has been providing support to the arts and cultural community for over 25 years, including the creation of the Arts and Culture Department in 1978, the relocation of the El Paso Museum of Art in 1996 and most recently the construction of a new Museum of History scheduled to open in 2006.

In 2004, the City of El Paso embarked on a strategic planning process to review its mission and goals and to develop a programmatic and administrative blueprint to guide the agency in addressing a broad cultural development agenda for the greater El Paso area. In 2005, a strategic plan was approved by the City of El Paso city council and is available for review on the web at: www.elpasotexas.gov/mcad/strategic.asp.

The strategic plan resulted in the reorganization of city departments and the creation of the Museums and Cultural Affairs Department (MCAD) and a broad vision to: assist in developing a world-class arts community in El Paso, Texas.

To accomplish this goal, the MCAD has established the following:

The Museums division, which is comprised of the El Paso Museum of Art, the El Paso Museum of Archaeology and the El Paso Museum of History, each dedicated to providing exhibitions and educational activities that recognize the region's multi-cultural heritage and contributors.

The Cultural Affairs Division implements funding programs, public art programs, arts education and community arts development, marketing the arts, cultural tourism and heritage preservation initiatives and performing/visual arts events which provide a variety of opportunities to engage in arts and cultural activities that enliven and celebrate the City of El Paso and the region.

The Museums and Cultural Affairs Department is committed to the continued development of the city's arts industry, providing quality programs that are representative of the city's diverse cultures, and to maximizing available resources in order to enhance the city's cultural vitality.

FUNDING PROGRAMS

One of the primary roles of the Museums and Cultural Affairs Department of the City of El Paso is to serve as a municipal funding organization to assist in the development of El Paso's creative sector, its artists and cultural organizations, and to support access to arts and cultural activities for El Paso residents and visitors alike. The funding programs outlined below reflect the recommendations of the strategic plan to develop a funding program that provides operational and programmatic support to arts and cultural organizations, increases access to community arts and arts education programs, provides opportunities for individual artists to participate in the municipal funding process, and supports the development of local artists and arts and cultural organizations through the provision of management and technical assistance programs.

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

This Contract is made this _____ day of October, 2006, 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, 2006, and ending August 31, 2007;

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

1. The City hereby appropriates TWENTY NINE THOUSAND, NINETY SIX DOLLARS AND NO/100 (\$29,096.00) in funding from the City’s Museums and Cultural

Affairs Department (MCAD) 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 (hereinafter "Attachment "A"") 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 MCAD. 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 Application, 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 Application 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 MCAD 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 MCAD funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2007, 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.) 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 Museums and Cultural Affairs Department 19th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso MCAD'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 the 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, 2007, or thirty (30) days after the completion of the Project, whichever comes first.

6. Once the Contract is executed, grantees are required to submit an invoice for up to 50% of the contract amount, listing the actual services performed. Alternately, if the organization's program has not begun, grantees are required to list the producing or coordinating activities related to the program on the invoice.

7. Once the Contractor has submitted the optional mid-year report, along with expenditures and a summary of activities by **March 15, 2007** on the forms provided by MCAD along with an invoice requesting payment of up to 45% of the contract amount and invoice, the City shall compensate the CONTRACTOR IN THE AMOUNT OF Eight Thousand, Nine Hundred Forty Six dollars (\$8,946.00). The first installment (50% of the total award) will be payable upon acceptable completion and submission of an invoice and the second optional installment will be payable upon acceptable completion of the mid-year report (one original and one copy) and copies of receipts representing at least 45% of total award amount, due on March 15, 2007, for the period ending February 28, 2007. The third installment (the remaining 5% of the total award) -- or the entire compensation amount, if no initial invoice and mid-year report have been submitted -- will be payable upon submission of the invoice and final report due on September 15, 2007, 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 MCAD. Total compensation will be TWENTY NINE THOUSAND, NINETY SIX DOLLARS AND NO/100 (\$29,096.00). 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.

8. The entire compensation amount from MCAD will be payable upon submission of the final report and invoice due on September 15, 2007, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity. This form is available from the MCAD. 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 MCAD and the City Comptroller processes the invoice.

9. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **“WITH THE SUPPORT OF THE CITY OF EL PASO MUSEUMS AND CULTURAL AFFAIRS DEPARTMENT AND THE TEXAS COMMISSION ON THE ARTS”** (when applicable.) 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 MCAD logo may NOT be used in any printed materials. The MCAD staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the MCAD 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 MCAD, 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.**

10. 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.

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

12. **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.

13. Contractor shall promptly, before engaging in the Project, provide public liability insurance for personal injuries and death growing out of any one accident or other cause in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000) per person, and Five Hundred Thousand Dollars (\$500,000) for two or more persons in any one accident, and in addition, shall provide property liability insurance in a minimum sum of One Hundred Thousand Dollars (\$100,000) for property damage growing out of any one accident or other cause. These amounts are not a limitation upon the Contractor's agreement to indemnify and hold the City harmless

14. 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.

15. 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.

16. 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: Office of the City Manager
2 Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Museums and Cultural Affairs Department
2 Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: El Paso Pro-Musica
Attn: Ms. Kathrin Berg Pettit
P. O. Box 13328
El Paso, Texas 79913

17. 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 21, herein.

18. 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.

19. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current MCAD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Age

Discrimination in Employment Act of 1975 (42 U.S.C. §§ 6101 et seq.), as amended; Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794), as amended; the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213), as amended; Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.), as amended; U.S. Debarment regulations (45 C.F.R. Part 1154); Federal Debt Status (OMB Circular A-129); Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), as amended; Texas Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues and the **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), as amended, and the U.S. Department of Labor Wage and Hour standards ensuring 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.

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

21. 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 appear on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: _____

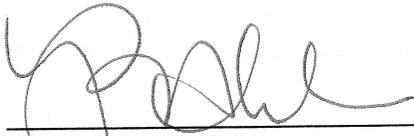
Title: Project/Executive Director

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Museums and Cultural Affairs Department

Operational Support Program

Attachment A Scope of Services

Organization: El Paso Pro-Musica

Brings world renowned artists to delight and educate the border region with chamber music striving to emotionally move, delight, and educate audiences through an annual concert season.

Services:

- a season of professional chamber musical performances
- Juilliard String Quartet will perform in January 2007
- Series of outreach activities:
 - o EPMM Goes to School
 - o BACH to School
 - o BACH on Demand
 - o Outreach in senior citizens facilities

Department (MCAD) 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 (hereinafter "Attachment "A"") 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 MCAD. 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 Application, 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 Application 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 MCAD 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 MCAD funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2007, 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.) 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 Museums and Cultural Affairs Department 19th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso MCAD'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 the 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, 2007, or thirty (30) days after the completion of the Project, whichever comes first.

6. Once the Contract is executed, grantees are required to submit an invoice for up to 50% of the contract amount, listing the actual services performed. Alternately, if the organization's program has not begun, grantees are required to list the producing or coordinating activities related to the program on the invoice.

7. Once the Contractor has submitted the optional mid-year report, along with expenditures and a summary of activities by **March 15, 2007** on the forms provided by MCAD along with an invoice requesting payment of up to 45% of the contract amount and invoice, the City shall compensate the CONTRACTOR IN THE AMOUNT OF Six Thousand, Seven Hundred Fifty dollars (\$6,750.00). The first installment (50% of the total award) will be payable upon acceptable completion and submission of an invoice and the second optional installment will be payable upon acceptable completion of the mid-year report (one original and one copy) and copies of receipts representing at least 45% of total award amount, due on March 15, 2007, for the period ending February 28, 2007. The third installment (the remaining 5% of the total award) -- or the entire compensation amount, if no initial invoice and mid-year report have been submitted -- will be payable upon submission of the invoice and final report due on September 15, 2007, 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 MCAD. Total compensation will be FIFTEEN THOUSAND DOLLARS AND NO/100 (\$15,000.00). 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.

8. The entire compensation amount from MCAD will be payable upon submission of the final report and invoice due on September 15, 2007, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity. This form is available from the MCAD. 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 MCAD and the City Comptroller processes the invoice.

9. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **“WITH THE SUPPORT OF THE CITY OF EL PASO MUSEUMS AND CULTURAL AFFAIRS DEPARTMENT AND THE TEXAS COMMISSION ON THE ARTS”** (when applicable.) **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 MCAD logo may NOT be used in any printed materials. The MCAD staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the MCAD 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 MCAD, 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.**

10. 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.

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

12. **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.

13. Contractor shall promptly, before engaging in the Project, provide public liability insurance for personal injuries and death growing out of any one accident or other cause in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000) per person, and Five Hundred Thousand Dollars (\$500,000) for two or more persons in any one accident, and in addition, shall provide property liability insurance in a minimum sum of One Hundred Thousand Dollars (\$100,000) for property damage growing out of any one accident or other cause. These amounts are not a limitation upon the Contractor's agreement to indemnify and hold the City harmless

14. 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.

15. 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.

16. 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: Office of the City Manager
2 Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Museums and Cultural Affairs Department
2 Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: El Paso Holocaust Museum
Attn: Katherine Lee
310 North Mesa, Suite 906
El Paso, Texas 79901

17. 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.

18. 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.

19. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current MCAD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Age

Discrimination in Employment Act of 1975 (42 U.S.C. §§ 6101 et seq.), as amended; Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794), as amended; the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213), as amended; Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.), as amended; U.S. Debarment regulations (45 C.F.R. Part 1154); Federal Debt Status (OMB Circular A-129); Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), as amended; Texas Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues and the **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), as amended, and the U.S. Department of Labor Wage and Hour standards ensuring 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.

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

21. 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 appear on following page)

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: _____

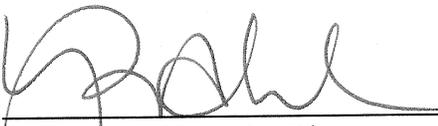
Title: Project/Executive Director

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Museums and Cultural Affairs Department

Operational Support Program

Attachment A Scope of Services

Organization: El Paso Holocaust Museum

Educate the public, particularly young people, about the Nazi Holocaust.

Services:

Off-site presentations- for schools and organizations that cannot physically travel to the museum, EPHM sends docents, survivors, liberators and volunteers to conduct presentations at the group's place of meeting.

Teacher training- provide half-day teacher training sessions to give an overview of the history of anti-Semitism, issues and events leading to the Holocaust, and lessons learned from the Holocaust.

Educational Trunks- provide education trunks to area organizations and schools filled with Holocaust educational materials.

Speaker Events- sponsor nationally acclaimed speakers and experts on the Holocaust, other genocides, and topics related to tolerance.

Film Series – co-host a film series with the Jewish Federation of El Paso that presents Jewish culture.

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

This Contract is made this _____ day of October, 2006, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **INSIGHTS EL PASO SCIENCE MUSEUM**, 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, 2006, and ending August 31, 2007;

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

1. The City hereby appropriates FIFTEEN THOUSAND DOLLARS AND NO/100 (\$15,000.00) in funding from the City's Museums and Cultural Affairs

Department (MCAD) 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 (hereinafter "Attachment "A"") 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 MCAD. 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 Application, 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 Application 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 MCAD 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 MCAD funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2007, 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.) 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 Museums and Cultural Affairs Department 19th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso MCAD'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 the 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, 2007, or thirty (30) days after the completion of the Project, whichever comes first.

6. Once the Contract is executed, grantees are required to submit an invoice for up to 50% of the contract amount, listing the actual services performed. Alternately, if the organization's program has not begun, grantees are required to list the producing or coordinating activities related to the program on the invoice.

7. Once the Contractor has submitted the optional mid-year report, along with expenditures and a summary of activities by **March 15, 2007** on the forms provided by MCAD along with an invoice requesting payment of up to 45% of the contract amount and invoice, the City shall compensate the CONTRACTOR IN THE AMOUNT OF Six Thousand, Seven Hundred Fifty dollars (\$6,750.00). The first installment (50% of the total award) will be payable upon acceptable completion and submission of an invoice and the second optional installment will be payable upon acceptable completion of the mid-year report (one original and one copy) and copies of receipts representing at least 45% of total award amount, due on March 15, 2007, for the period ending February 28, 2007. The third installment (the remaining 5% of the total award) -- or the entire compensation amount, if no initial invoice and mid-year report have been submitted -- will be payable upon submission of the invoice and final report due on September 15, 2007, 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 MCAD. Total compensation will be FIFTEEN THOUSAND DOLLARS AND NO/100 (\$15,000.00). 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.

8. The entire compensation amount from MCAD will be payable upon submission of the final report and invoice due on September 15, 2007, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity. This form is available from the MCAD. 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 MCAD and the City Comptroller processes the invoice.

9. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **“WITH THE SUPPORT OF THE CITY OF EL PASO MUSEUMS AND CULTURAL AFFAIRS DEPARTMENT AND THE TEXAS COMMISSION ON THE ARTS”** (when applicable.) **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 MCAD logo may NOT be used in any printed materials. The MCAD staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the MCAD 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 MCAD, 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.**

10. 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.

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

12. **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.

13. Contractor shall promptly, before engaging in the Project, provide public liability insurance for personal injuries and death growing out of any one accident or other cause in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000) per person, and Five Hundred Thousand Dollars (\$500,000) for two or more persons in any one accident, and in addition, shall provide property liability insurance in a minimum sum of One Hundred Thousand Dollars (\$100,000) for property damage growing out of any one accident or other cause. These amounts are not a limitation upon the Contractor's agreement to indemnify and hold the City harmless

14. 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.

15. 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.

16. 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: Office of the City Manager
2 Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Museums and Cultural Affairs Department
2 Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: Insights El Paso Science Museum
Attn: Mr. Randall Hayes
505 North Santa Fe
El Paso, Texas 79901

17. 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.

18. 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.

19. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current MCAD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Age

Discrimination in Employment Act of 1975 (42 U.S.C. §§ 6101 et seq.), as amended; Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794), as amended; the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213), as amended; Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.), as amended; U.S. Debarment regulations (45 C.F.R. Part 1154); Federal Debt Status (OMB Circular A-129); Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), as amended; Texas Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues and the **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), as amended, and the U.S. Department of Labor Wage and Hour standards ensuring 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.

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

21. 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 appear on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: _____

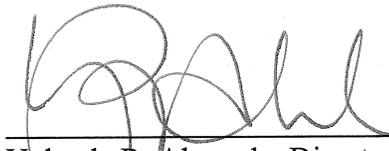
Title: Project/Executive Director

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Museums and Cultural Affairs Department

Operational Support Program

Attachment A Scope of Services

Organization: Insights El Paso Science Museum

Promote curiosity and stimulate interest in science through exploration, entertainment, exciting, and participatory learning in a broad range of scientific disciplines to persons of all ages locally, regionally, and internationally.

Services:

- Regular operation of Insights El Paso Science Museum
- Outreach: provide free tours, classes and teacher training

Department (MCAD) 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 (hereinafter "Attachment "A"") 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 MCAD. 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 Application, 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 Application shall be subject to a reduction in compensation to the Contractor in accordance with the provisions of Paragraph 2 above.
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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 Museums and Cultural Affairs Department 19th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso MCAD'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 the 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, 2007, or thirty (30) days after the completion of the Project, whichever comes first.

6. Once the Contract is executed, grantees are required to submit an invoice for up to 50% of the contract amount, listing the actual services performed. Alternately, if the organization's program has not begun, grantees are required to list the producing or coordinating activities related to the program on the invoice.

7. Once the Contractor has submitted the optional mid-year report, along with expenditures and a summary of activities by **March 15, 2007** on the forms provided by MCAD along with an invoice requesting payment of up to 45% of the contract amount and invoice, the City shall compensate the CONTRACTOR IN THE AMOUNT OF Six Thousand, Seven Hundred Fifty dollars (\$6,750.00). The first installment (50% of the total award) will be payable upon acceptable completion and submission of an invoice and the second optional installment will be payable upon acceptable completion of the mid-year report (one original and one copy) and copies of receipts representing at least 45% of total award amount, due on March 15, 2007, for the period ending February 28, 2007. The third installment (the remaining 5% of the total award) -- or the entire compensation amount, if no initial invoice and mid-year report have been submitted -- will be payable upon submission of the invoice and final report due on September 15, 2007, 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 MCAD. Total compensation will be FIFTEEN THOUSAND DOLLARS AND NO/100 (\$15,000.00). 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.

8. The entire compensation amount from MCAD will be payable upon submission of the final report and invoice due on September 15, 2007, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity. This form is available from the MCAD. 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 MCAD and the City Comptroller processes the invoice.

9. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **“WITH THE SUPPORT OF THE CITY OF EL PASO MUSEUMS AND CULTURAL AFFAIRS DEPARTMENT AND THE TEXAS COMMISSION ON THE ARTS”** (when applicable.) **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 MCAD logo may NOT be used in any printed materials. The MCAD staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the MCAD 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 MCAD, 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.**

10. 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.

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

12. **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.

13. Contractor shall promptly, before engaging in the Project, provide public liability insurance for personal injuries and death growing out of any one accident or other cause in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000) per person, and Five Hundred Thousand Dollars (\$500,000) for two or more persons in any one accident, and in addition, shall provide property liability insurance in a minimum sum of One Hundred Thousand Dollars (\$100,000) for property damage growing out of any one accident or other cause. These amounts are not a limitation upon the Contractor's agreement to indemnify and hold the City harmless

14. 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.

15. 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.

16. 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: Office of the City Manager
2 Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Museums and Cultural Affairs Department
2 Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: Kids Excel
Attn: Ms. Gemtria St. Clair
P. O. Box 920144
El Paso, Texas 79902

17. 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.

18. 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.

19. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current MCAD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Age

Discrimination in Employment Act of 1975 (42 U.S.C. §§ 6101 et seq.), as amended; Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794), as amended; the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213), as amended; Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.), as amended; U.S. Debarment regulations (45 C.F.R. Part 1154); Federal Debt Status (OMB Circular A-129); Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), as amended; Texas Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues and the **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), as amended, and the U.S. Department of Labor Wage and Hour standards ensuring 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.

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

21. 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 appear on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: _____

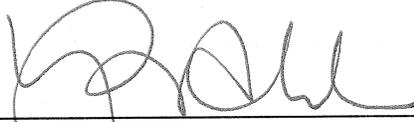
Title: Project/Executive Director

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Museums and Cultural Affairs Department

Operational Support Program

Attachment A Scope of Services

Organization: Kids Excel

Provide arts-in-education through interactive dance workshops for children to develop discipline, a standard of excellence, and self-confidence that will positively impact all aspects of their lives.

Services: Offer a series of 30-week programs that include:

1. Training in dance, participation in assemblies and performances.
2. Classes and performances will include live accompaniment and dance instruction by expert trained musicians and dance teachers.

Museums and Cultural Affairs Department (MCAD) 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 (hereinafter "Attachment "A"") 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 MCAD. 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 Application, 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 Application 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 MCAD 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 MCAD funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2007, 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.) 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 Museums and Cultural Affairs Department 19th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso MCAD'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 the 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, 2007, or thirty (30) days after the completion of the Project, whichever comes first.

6. Once the Contract is executed, grantees are required to submit an invoice for up to 50% of the contract amount, listing the actual services performed. Alternately, if the organization's program has not begun, grantees are required to list the producing or coordinating activities related to the program on the invoice.

7. Once the Contractor has submitted the optional mid-year report, along with expenditures and a summary of activities by **March 15, 2007** on the forms provided by MCAD along with an invoice requesting payment of up to 45% of the contract amount and invoice, the City shall compensate the CONTRACTOR IN THE AMOUNT OF Eight Thousand, Four Hundred Forty Four dollars and eighty five cents (\$8,744.85). The first installment (50% of the total award) will be payable upon acceptable completion and submission of an invoice and the second optional installment will be payable upon acceptable completion of the mid-year report (one original and one copy) and copies of receipts representing at least 45% of total award amount, due on March 15, 2007, for the period ending February 28, 2007. The third installment (the remaining 5% of the total award) -- or the entire compensation amount, if no initial invoice and mid-year report have been submitted -- will be payable upon submission of the invoice and final report due on September 15, 2007, 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 MCAD. Total compensation will be NINETEEN THOUSAND, FOUR HUNDRED THIRTY THREE DOLLARS AND NO/100 (\$19,433.00). 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.

8. The entire compensation amount from MCAD will be payable upon submission of the final report and invoice due on September 15, 2007, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity. This form is available from the MCAD. 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 MCAD and the City Comptroller processes the invoice.

9. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **“WITH THE SUPPORT OF THE CITY OF EL PASO MUSEUMS AND CULTURAL AFFAIRS DEPARTMENT AND THE TEXAS COMMISSION ON THE ARTS”** (when applicable.) **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 MCAD logo may NOT be used in any printed materials. The MCAD staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the MCAD 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 MCAD, 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.**

10. 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.

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

12. **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.

13. Contractor shall promptly, before engaging in the Project, provide public liability insurance for personal injuries and death growing out of any one accident or other cause in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000) per person, and Five Hundred Thousand Dollars (\$500,000) for two or more persons in any one accident, and in addition, shall provide property liability insurance in a minimum sum of One Hundred Thousand Dollars (\$100,000) for property damage growing out of any one accident or other cause. These amounts are not a limitation upon the Contractor's agreement to indemnify and hold the City harmless

14. 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.

15. 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.

16. 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: Office of the City Manager
2 Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Museums and Cultural Affairs Department
2 Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: El Paso Opera Company
Attn: Mr. Prentice Loftin
310 North Mesa, Suite 601
El Paso, Texas 79901

17. 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 21, herein.

18. 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.

19. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current MCAD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Age

Discrimination in Employment Act of 1975 (42 U.S.C. §§ 6101 et seq.), as amended; Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794), as amended; the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213), as amended; Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.), as amended; U.S. Debarment regulations (45 C.F.R. Part 1154); Federal Debt Status (OMB Circular A-129); Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), as amended; Texas Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues and the **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), as amended, and the U.S. Department of Labor Wage and Hour standards ensuring 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.

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

21. 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 appear on the following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:

Signature: _____

Printed Name: _____

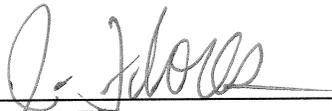
Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: _____

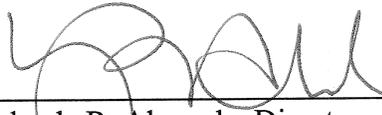
Title: Project/Executive Director

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Museums and Cultural Affairs Department

Operational Support Program Attachment A

Scope of Services

Organization: El Paso Opera

Provide a season of two opera productions in the El Paso region of the highest quality; to serve the Southwest United States and Southern New Mexico. To develop and expand opera appreciation and involvement through innovative, engaging education and outreach programs.

Services:

- Educational outreach – Opera on Wheels: 40 performances of a condensed opera will be shared with 3rd and 4th graders in artistically underserved schools. 45 minute performances will feature singers, narrator, pianist and two technical people. Performance includes full costumes for the cast and students will be chosen to actively participate in the production.
- Artists in the Schools will provide informances (informational performances) for a over 5,000 middle, high school and college students.
- Youth Night at the Opera – Tuesdays before opening night of each opera. About 1,500 young people attend the current main stage opera productions. 300 educational packets with curricula and audiotapes will be sent to the schools prior to performances.
- Hansel & Gretel puppet show – Thirty to 40 performances of the puppet show of Hansel & Gretel will be performed for younger elementary and kindergarten student throughout the year. Program is run by EPO volunteers of whom many are retired music teachers.
- EPO clinics – conducted by EPO music director will spend one week working with local high school orchestras and choirs.
- Real world experiences – young singers/songwriters from Manhattan, New York will spend one week in El Paso singing for and talking to El Paso youth about the ‘real world’ in the music industry. Josh Kobin, lead singer from the Broadway musical *Rent* will be one of the guest artists.

Museums and Cultural Affairs Department (MCAD) 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 (hereinafter "Attachment "A"") 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 MCAD. 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 Application, 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 Application 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 MCAD 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 MCAD funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2007, 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.) 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 Museums and Cultural Affairs Department 19th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the City of El Paso MCAD'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 the 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, 2007, or thirty (30) days after the completion of the Project, whichever comes first.

6. Once the Contract is executed, grantees are required to submit an invoice for up to 50% of the contract amount, listing the actual services performed. Alternately, if the organization's program has not begun, grantees are required to list the producing or coordinating activities related to the program on the invoice.

7. Once the Contractor has submitted the optional mid-year report, along with expenditures and a summary of activities by **March 15, 2007** on the forms provided by MCAD along with an invoice requesting payment of up to 45% of the contract amount and invoice, the City shall compensate the CONTRACTOR IN THE AMOUNT OF Eight Thousand, Nine Hundred Forty Six dollars (\$8,946.00). The first installment (50% of the total award) will be payable upon acceptable completion and submission of an invoice and the second optional installment will be payable upon acceptable completion of the mid-year report (one original and one copy) and copies of receipts representing at least 45% of total award amount, due on March 15, 2007, for the period ending February 28, 2007. The third installment (the remaining 5% of the total award) -- or the entire compensation amount, if no initial invoice and mid-year report have been submitted -- will be payable upon submission of the invoice and final report due on September 15, 2007, 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 MCAD. Total compensation will be NINETEEN THOUSAND, EIGHT HUNDRED EIGHTY DOLLARS AND NO/100 (\$19,880.00). 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.

8. The entire compensation amount from MCAD will be payable upon submission of the final report and invoice due on September 15, 2007, or thirty days after the completion of program, whichever is first, based on the entire fiscal year activity. This form is available from the MCAD. 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 MCAD and the City Comptroller processes the invoice.

9. The Contractor shall include in **ALL** printed programs, posters, and flyers the following credit line: **“WITH THE SUPPORT OF THE CITY OF EL PASO MUSEUMS AND CULTURAL AFFAIRS DEPARTMENT AND THE TEXAS COMMISSION ON THE ARTS”** (when applicable.) **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 MCAD logo may NOT be used in any printed materials. The MCAD staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the MCAD 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 MCAD, 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.**

10. 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.

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

12. **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.

13. Contractor shall promptly, before engaging in the Project, provide public liability insurance for personal injuries and death growing out of any one accident or other cause in a minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000) per person, and Five Hundred Thousand Dollars (\$500,000) for two or more persons in any one accident, and in addition, shall provide property liability insurance in a minimum sum of One Hundred Thousand Dollars (\$100,000) for property damage growing out of any one accident or other cause. These amounts are not a limitation upon the Contractor's agreement to indemnify and hold the City harmless

14. 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.

15. 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.

16. 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: Office of the City Manager
2 Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Museums and Cultural Affairs Department
2 Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: El Paso Symphony Orchestra
Attn: Ms. Pam Segura
P. O. Box 180
El Paso, Texas 79942

17. 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 21, herein.

18. 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.

19. The Contractor shall comply with all applicable federal, state, and local laws and regulations, including City ordinances, as outlined in the current MCAD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Age

Discrimination in Employment Act of 1975 (42 U.S.C. §§ 6101 et seq.), as amended; Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794), as amended; the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213), as amended; Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.), as amended; U.S. Debarment regulations (45 C.F.R. Part 1154); Federal Debt Status (OMB Circular A-129); Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), as amended; Texas Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues and the **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), as amended, and the U.S. Department of Labor Wage and Hour standards ensuring 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.

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

21. 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 appear on following page)

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: _____

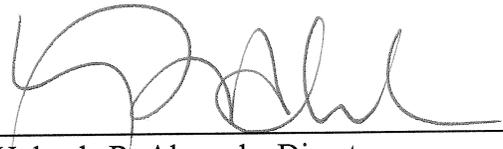
Title: Project/Executive Director

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Museums and Cultural Affairs Department

Operational Support Program

Attachment A Scope of Services

Organization: El Paso Symphony Orchestra

Provide a series of six symphony concerts to entertain and educate the multicultural community of the greater El Paso region.

Services:

- **Young People's Concerts** – annual concerts presented free of charge to 15,000 5th grade area students.
- **Brass-in-class and Strings-in-schools** – on-site concerts performed at over 25 elementary and middle schools throughout the El Paso.
- **Kids for Klassics** - offer over 400 free tickets to each of the classical subscription concerts to area schools districts for students at various schools. Backstage tours and pre-concert lecture designed specifically for students are provided.
- **Angel tickets** – El Paso symphony classical concerts are available for students free of charge.
- **Symphony Seniors** - Free tickets to the classical concerts are provided to low income elderly residents of the El Paso Housing Authority.
- **Backstage Pass** – allow the community to get a “behind the scenes” look during a dress rehearsal and observe the interaction between the musicians and conductor.
- **Opening Notes** – are lively and insightful discussions designed to enhance the enjoyment of each classical performance.
- **Music Sandwiched In** – an interactive, informal music forum presented at the University of Texas at El Paso designed to enhance the audience's enjoyment of the Symphony's classical performance.
- **Golden Notes** - targets elder citizens who are unable to attend classical concerts. This outreach presents on-site concerts by small groups of musicians at area nursing homes, retirement villages and adult day care centers.

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

This Contract is made this ___ day of October, 2006, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the “City,” and **Ballet Folklorico Paso del Norte** 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, 2006, and ending August 31, 2007;

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

1. The City hereby appropriates **SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$7,500.00)** in funding from the City’s Museums and Cultural Affairs Department (MCAD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter described.

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 the MCAD. 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 MCAD 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 MCAD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2007, 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 Contractor. Contractor will submit one signed original and one (1) copy of each such report.

- c. Abide by the City of El Paso Museums and Cultural Affairs Department 19th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the MCAD 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, 2007, or thirty (30) days after the completion of the Project, whichever comes first.

6. Once the contract is executed, Contractor is required to submit an invoice for up to 80% of the Contract amount, listing the actual services performed. If the organization's Project has not begun, the Contractor must list the producing or coordinating activities related to the Project on an invoice. The first installment (80% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice. The second installment (20% of the total award from City funds) -- or the entire compensation amount -- will be payable upon submission of an invoice and final report due on September 15, 2007, or thirty days after the completion of Project, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from MCAD. Total compensation will be **SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$7,500.00)**. 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 MCAD will be payable upon submission of the final report and invoice due on September 15, 2007, or thirty days after the completion of Project, whichever is first based on the entire fiscal year activity. The final report form is available from MCAD. 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 MCAD 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 MUSEUMS AND CULTURAL AFFAIRS DEPARTMENT AND THE TEXAS COMMISSION ON**

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 MCAD logo may NOT be used in any printed materials. MCAD staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the MCAD 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 MCAD, 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 MUSEUMS AND CULTURAL AFFAIRS BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO MCAD, IN A TIMELY**

MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS, PRIOR TO THE EVENT.

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: Office of the City Manager
2 Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Museums and Cultural Affairs Department
2 Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: Mr. Rodolfo Hernandez
Ballet Folklorico Paso Del Norte
9821 Gum Lane
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 MCAD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), as amended; Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794), as amended; the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213), as amended; Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.), as amended; Debarment (45 C.F.R. Part 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), Texas State Tax Code, Section

351.101, regulating expenditure of hotel/motel tax revenues; and the **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), and U.S. Department of Labor's wage and hour standards, ensuring 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.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: _____

Title: Project/Executive Director

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Museums and Cultural Affairs Department

Project Support Program

Attachment A Scope of Services

Organization: Ballet Folklórico Paso del Norte

Ballet Folklórico Paso del Norte fosters and promotes the diffusion and conservation of the Mexican culture and traditions through the media of dance, music, and song to persons including, but not limited to, residents of senior citizen homes and orphanages; hospital patients; and members of churches and civic and social organizations.

Services:

1. 28th Annual Ballet Folklórico Paso del Norte performance, November 24-26, 2006 at the Chamizal Theatre. There will be three performances by the company, accompanied by Mariachi Las Caponeras.
2. Juntos por Mexico, March 16-18, 2007 at the Chamizal Theatre will include both the adult and children's groups, accompanied by Las Caponeras.
3. Ballet Folklórico Infantil Churuhui performance, June 22-24, 2007 at the Chamizal Theatre. The three performances will be accompanied by Las Caponeras.

All three productions will have printed programs.

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

This Contract is made this ___ day of October, 2006, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the “City,” and **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, 2006, and ending August 31, 2007;

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

1. The City hereby appropriates **NINE THOUSAND EIGHT HUNDRED EIGHTY SIX DOLLARS AND NO/100 (\$9,886.00)** in funding from the City’s Museums and Cultural Affairs Department (MCAD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter described.

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 the MCAD. 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 MCAD 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 MCAD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2007, 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 Contractor. Contractor will submit one signed original and one (1) copy of each such report.
- c. Abide by the City of El Paso Museums and Cultural Affairs Department 19th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the MCAD 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, 2007, or thirty (30) days after the completion of the Project, whichever comes first.

6. Once the contract is executed, Contractor is required to submit an invoice for up to 80% of the Contract amount, listing the actual services performed. If the organization's Project has not begun, the Contractor must list the producing or coordinating activities related to

the Project on an invoice. The first installment (80% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice. The second installment (20% of the total award from City funds) -- or the entire compensation amount -- will be payable upon submission of an invoice and final report due on September 15, 2007, or thirty days after the completion of Project, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from MCAD. Total compensation will be **NINE THOUSAND EIGHT HUNDRED EIGHTY SIX DOLLARS AND NO/100 (\$9,886.00)**. 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 MCAD will be payable upon submission of the final report and invoice due on September 15, 2007, or thirty days after the completion of Project, whichever is first based on the entire fiscal year activity. The final report form is available from MCAD. 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 MCAD 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 MUSEUMS AND CULTURAL AFFAIRS DEPARTMENT AND THE TEXAS COMMISSION ON THE ART.”** (when applicable.) **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 MCAD logo may NOT be used in any printed materials. MCAD staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the MCAD 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 MCAD, 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 MUSEUMS AND CULTURAL AFFAIRS BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO MCAD, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS, PRIOR TO THE EVENT.**

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: Office of the City Manager
2 Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Museums and Cultural Affairs Department
2 Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: Mr. Prentice Loftin
El Paso Chorale
310 N. Mesa, Suite 601
El Paso, Texas 79901

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 MCAD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), as amended; Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794), as amended; the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213), as amended; Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.), as amended; Debarment (45 C.F.R. Part 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), Texas State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; and the **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), and U.S. Department of Labor's wage and hour standards, ensuring 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.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: _____

Title: Project/Executive Director

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Museums and Cultural Affairs Department

Project Support Program

Attachment A Scope of Services

Organization: El Paso Chorale

Services:

The 2006-2007 Christmas Music Festival will include 6 performances on the first weekend of December at the Union Depot Train Station. The Chamber Choir will perform 3 concerts, the Chorale will perform 2 concerts and the Children and Youth will perform one concert. The following week, the 5 children's choirs will each give more extensive concerts.

The Spring Music Festival will be in April and will include 2 concerts by the Children's and Youth Choirs one concert by the Chamber Choir and one concert by the Chorale. The music will focus on spring and Love. The performances will be at Firsts Baptist Church.

The El Paso Chorale is a sixty voice choir that sings larger major works. The Chamber Choir is 24 of El Paso's finest professional singers that sing regularly with the El Paso Symphony and El Paso Opera. This year the Chorale begins a new program that includes 5 choirs: The EPC Children's Choir, ages 8-10, directed by Yvonne Marmolejo, The EPC Girl's Choir, ages 10-14, directed by Joe Estala, the EPC Young Men's Choir, ages 14-18, directed by Nancy Bickley.

'06 SEP 27 P12:11

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

This Contract is made this ___ day of October, 2006, 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, 2006, and ending August 31, 2007;

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

1. The City hereby appropriates **FIFTEEN THOUSAND DOLLARS AND NO/100 (\$15,000.00)** in funding from the City's Museums and Cultural Affairs Department (MCAD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter described.

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 the MCAD. 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 MCAD 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 MCAD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2007, 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 Contractor. Contractor will submit one signed original and one (1) copy of each such report.
- c. Abide by the City of El Paso Museums and Cultural Affairs Department 19th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the MCAD 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, 2007, or thirty (30) days after the completion of the Project, whichever comes first.

6. Once the contract is executed, Contractor is required to submit an invoice for up to 80% of the Contract amount, listing the actual services performed. If the organization's Project has not begun, the Contractor must list the producing or coordinating activities related to

the Project on an invoice. The first installment (80% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice. The second installment (20% of the total award from City funds) -- or the entire compensation amount -- will be payable upon submission of an invoice and final report due on September 15, 2007, or thirty days after the completion of Project, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from MCAD. Total compensation will be **FIFTEEN THOUSAND DOLLARS AND NO/100 (\$15,000.00)**. 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 MCAD will be payable upon submission of the final report and invoice due on September 15, 2007, or thirty days after the completion of Project, whichever is first based on the entire fiscal year activity. The final report form is available from MCAD. 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 MCAD 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 MUSEUMS AND CULTURAL AFFAIRS DEPARTMENT AND THE TEXAS COMMISSION ON THE ART.”** (when applicable.) **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 MCAD logo may NOT be used in any printed materials. MCAD staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the MCAD 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 MCAD, 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 MUSEUMS AND CULTURAL AFFAIRS BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO MCAD, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS, PRIOR TO THE EVENT.**

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: Office of the City Manager
2 Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Museums and Cultural Affairs Department
2 Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: Ms. Billie Brown
Theatre Inc.
P.O. Box 4856
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 MCAD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), as amended; Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794), as amended; the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213), as amended; Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.), as amended; Debarment (45 C.F.R. Part 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), Texas State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; and the **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), and U.S. Department of Labor's wage and hour standards, ensuring 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.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:

Signature: _____

Printed Name: _____

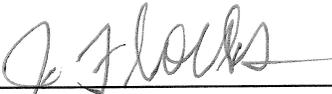
Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: _____

Title: Project/Executive Director

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Museums and Cultural Affairs Department

Project Support Program

Attachment A Scope of Services

Organization: Theatre Inc.

Services:

Theatre Inc. provides an arts-in-education program that includes 195 performances and 450 workshops for elementary school children ages K- middle school; for the development and education of future audiences of the arts.

Theatre Inc. provides curriculum and study guides to enhance learning and to encourage awareness and appreciation of theater arts; they also provide employment for 10-12 theater artists.

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

This Contract is made this ___ day of October, 2006, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **Creative Kids** 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, 2006, and ending August 31, 2007;

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

1. The City hereby appropriates **TWELVE THOUSAND TWO HUNDRED TWENTY ONE DOLLARS AND FIFTY CENTS (\$12,221.50)** in funding from the City's Museums and Cultural Affairs Department (MCAD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter described.

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 the MCAD. 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 MCAD 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 MCAD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2007, 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 Contractor. Contractor will submit one signed original and one (1) copy of each such report.
- c. Abide by the City of El Paso Museums and Cultural Affairs Department 19th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the MCAD 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, 2007, or thirty (30) days after the completion of the Project, whichever comes first.

6. Once the contract is executed, Contractor is required to submit an invoice for up to 80% of the Contract amount, listing the actual services performed. If the organization's Project has not begun, the Contractor must list the producing or coordinating activities related to

the Project on an invoice. The first installment (80% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice. The second installment (20% of the total award from City funds) -- or the entire compensation amount -- will be payable upon submission of an invoice and final report due on September 15, 2007, or thirty days after the completion of Project, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from MCAD. Total compensation will be **TWELVE THOUSAND TWO HUNDRED TWENTY ONE DOLLARS AND FIFTY CENTS (\$12,221.50)**. 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 MCAD will be payable upon submission of the final report and invoice due on September 15, 2007, or thirty days after the completion of Project, whichever is first based on the entire fiscal year activity. The final report form is available from MCAD. 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 MCAD 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 MUSEUMS AND CULTURAL AFFAIRS DEPARTMENT AND THE TEXAS COMMISSION ON THE ART.”** (when applicable.) **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 MCAD logo may NOT be used in any printed materials. MCAD staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the MCAD 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 MCAD, 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 MUSEUMS AND CULTURAL AFFAIRS BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO MCAD, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS, PRIOR TO THE EVENT.**

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: Office of the City Manager
2 Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Museums and Cultural Affairs Department
2 Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: Ms. Andrea Gates-Ingle
Creative Kids
806 Montana
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 MCAD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), as amended; Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794), as amended; the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213), as amended; Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.), as amended; Debarment (45 C.F.R. Part 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), Texas State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; and the **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), and U.S. Department of Labor’s wage and hour standards, ensuring 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.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: _____

Title: Project/Executive Director

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Museums and Cultural Affairs Department

Project Support Program

Attachment A Scope of Services

Organization: Creative Kids

Services:

To provide Project MAP (Making the Arts Possible) at Providence Memorial Hospital.

The program takes place every Tuesday, Wednesday, Thursday and Friday from 2:00-5:00 p.m. and serves approximately 50 patients each year. The Creative Kids, Inc. “Art-as-Therapy” curriculum is targeted specifically for the oncology patients in the Pediatric Oncology Jungleville Unit and the Outpatient Oncology Clinic.

Specifically, the funds would cover the costs associated with the professional services of two primary trained artist-educators who facilitate the program, as well as arts supplies and exhibit costs needed to successfully operate the program.

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

This Contract is made this ___ day of October, 2006, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **La Mujer Obrera** 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, 2006, and ending August 31, 2007;

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

1. The City hereby appropriates **FIVE THOUSAND DOLLARS AND NO/100 (\$5,000.00)** in funding from the City's Museums and Cultural Affairs Department (MCAD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter described.

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 the MCAD. 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 MCAD 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 MCAD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2007, 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 Contractor. Contractor will submit one signed original and one (1) copy of each such report.
- c. Abide by the City of El Paso Museums and Cultural Affairs Department 19th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the MCAD 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, 2007, or thirty (30) days after the completion of the Project, whichever comes first.

6. Once the contract is executed, Contractor is required to submit an invoice for up to 80% of the Contract amount, listing the actual services performed. If the organization's Project has not begun, the Contractor must list the producing or coordinating activities related to

the Project on an invoice. The first installment (80% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice. The second installment (20% of the total award from City funds) -- or the entire compensation amount -- will be payable upon submission of an invoice and final report due on September 15, 2007, or thirty days after the completion of Project, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from MCAD. Total compensation will be **FIVE THOUSAND DOLLARS AND NO/100 (\$5,000.00)**. 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 MCAD will be payable upon submission of the final report and invoice due on September 15, 2007, or thirty days after the completion of Project, whichever is first based on the entire fiscal year activity. The final report form is available from MCAD. 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 MCAD 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 MUSEUMS AND CULTURAL AFFAIRS DEPARTMENT AND THE TEXAS COMMISSION ON THE ART.”** (when applicable.) **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 MCAD logo may NOT be used in any printed materials. MCAD staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the MCAD 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 MCAD, 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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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.

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Attention: Office of the City Manager
2 Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Museums and Cultural Affairs Department
2 Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: Ms. Irma Montoya
La Mujer Obrera
2000 Texas
El Paso, Texas 79901

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 MCAD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), as amended; Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794), as amended; the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213), as amended; Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.), as amended; Debarment (45 C.F.R. Part 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), Texas State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; and the **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), and U.S. Department of Labor's wage and hour standards, ensuring 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.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: _____

Title: Project/Executive Director

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Museums and Cultural Affairs Department

Project Support Program

Attachment A Scope of Services

Organization: La Mujer Obrera

Services:

Provide community-based festivals of Day of the Dead and Oaxaca Mole Festival.

The proposed activities will continue to serve as vehicles to encourage and promote the strengths of the Mexican and Border cultures, providing well-researched educational and entertainment value to tourists and commuters while revitalizing the cultural terrain of long-time El Paso residents and their families who are the organizers and planners-the cultural authors-of these events.

Bilingual (Spanish/English) promotion of these festivals will be carried out through comprehensive promotional campaigns including posters in major areas of pedestrian traffic downtown and in key neighborhood throughout the County.

Ads will be placed in key tourism/travel industry publications targeting tourists to El Paso County as part of their market. Our season festivals and smaller cultural events and activities are also announced via meetings and flyers at local organizations, businesses, and schools, including the five social-purpose venues of Centro Mayapan and La Mujer Obrera Development Center, with a weekly average of over 1,000 visitors among clients and customers, including a broad range of tourists, commuters, and residents.

La Mujer Obrera has a long history of actively engaging community artists and volunteers in music, theater, verbal and visual arts (e.g., calavera versos, muralism), and other cultural work. Teatro de los Invisibles and Coro las Mujeres are comprised of displaced workers and barrio residents.

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

This Contract is made this ___ day of October, 2006, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the “City,” and **Border Senses** 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, 2006, and ending August 31, 2007;

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

1. The City hereby appropriates **FIVE THOUSAND NINE HUNDRED FIFTY EIGHT DOLLARS AND NO/100 (\$5,958.00)** in funding from the City’s Museums and Cultural Affairs Department (MCAD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter described.

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 the MCAD. 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 MCAD 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 MCAD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2007, 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 Contractor. Contractor will submit one signed original and one (1) copy of each such report.
- c. Abide by the City of El Paso Museums and Cultural Affairs Department 19th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the MCAD 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, 2007, or thirty (30) days after the completion of the Project, whichever comes first.

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the Project on an invoice. The first installment (80% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice. The second installment (20% of the total award from City funds) -- or the entire compensation amount -- will be payable upon submission of an invoice and final report due on September 15, 2007, or thirty days after the completion of Project, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from MCAD. Total compensation will be **FIVE THOUSAND NINE HUNDRED FIFTY EIGHT DOLLARS AND NO/100 (\$5,958.00)**. 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.

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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.

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

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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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COPY TO: Museums and Cultural Affairs Department
2 Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: Mr. Amit Ghosh
Border Senses
4228 Hampshire Lane
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 MCAD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), as amended; Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794), as amended; the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213), as amended; Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.), as amended; Debarment (45 C.F.R. Part 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), Texas State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; and the **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), and U.S. Department of Labor's wage and hour standards, ensuring 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.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: _____

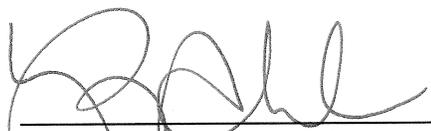
Title: Project/Executive Director

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Museums and Cultural Affairs Department

Project Support Program

Attachment A Scope of Services

Organization: Border Senses

Border Senses believes that art should be part of people's lives, especially in El Paso where access to the literary arts is limited to the general public.

Services:

Border Senses will provide a Literacy Development Project. The project will work with organizations to bring unique artistic opportunity to the residents of El Paso. This project 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. Provide up to 40 economically disadvantaged GED students, who don't have access to the arts, the opportunity to participate in the project.
2. Develop a minimum of 12 hours of intergenerational cultural activities for the participants
3. Enhance literacy reading and writing skills of GED students through the arts.
4. Enhance creative writing skills by inviting past participants of Memorias del Silencio: Footprints of the Borderland to write and share experiences as a source of encouragement for participating students.
5. Provide students with poetry reading training from professional performance artists.
6. Publish original works of poetry and prose generated in the workshop through the internet at www.bordersenses.com/memorias/
7. Have public reading presentations to present and promote literature from participating students

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

This Contract is made this ___ day of October, 2006, 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, 2006, and ending August 31, 2007;

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

1. The City hereby appropriates **FIVE THOUSAND DOLLARS AND NO/100 (\$5,000.00)** in funding from the City’s Museums and Cultural Affairs Department (MCAD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter described.

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 the MCAD. 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 MCAD 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 MCAD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2007, 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 Contractor. Contractor will submit one signed original and one (1) copy of each such report.

- c. Abide by the City of El Paso Museums and Cultural Affairs Department 19th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the MCAD 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, 2007, or thirty (30) days after the completion of the Project, whichever comes first.

6. Once the contract is executed, Contractor is required to submit an invoice for up to 80% of the Contract amount, listing the actual services performed. If the organization's Project has not begun, the Contractor must list the producing or coordinating activities related to the Project on an invoice. The first installment (80% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice. The second installment (20% of the total award from City funds) -- or the entire compensation amount -- will be payable upon submission of an invoice and final report due on September 15, 2007, or thirty days after the completion of Project, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from MCAD. Total compensation will be **FIVE THOUSAND DOLLARS AND NO/100 (\$5,000.00)**. 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 MCAD will be payable upon submission of the final report and invoice due on September 15, 2007, or thirty days after the completion of Project, whichever is first based on the entire fiscal year activity. The final report form is available from MCAD. 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 MCAD 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 MUSEUMS AND CULTURAL AFFAIRS DEPARTMENT AND THE TEXAS COMMISSION ON THE ART.”** (when applicable.) 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 MCAD logo may NOT be used in any printed materials. MCAD staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the MCAD 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 MCAD, 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 MUSEUMS AND CULTURAL AFFAIRS BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO MCAD, IN A TIMELY**

MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS, PRIOR TO THE EVENT.

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: Office of the City Manager
2 Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Museums and Cultural Affairs Department
2 Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: Mr. Stanley Ball
El Paso Friends of Jazz Society
P.O. Box 3740
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 MCAD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), as amended; Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794), as amended; the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213), as amended; Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.), as amended; Debarment (45 C.F.R. Part 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), Texas State Tax Code, Section

351.101, regulating expenditure of hotel/motel tax revenues; and the **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), and U.S. Department of Labor's wage and hour standards, ensuring 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.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: _____

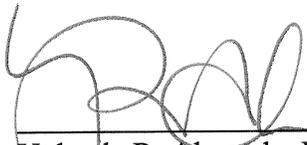
Title: Project/Executive Director

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Museums and Cultural Affairs Department

**Project Support Program
Attachment A**

Scope of Services

Organization: El Paso Friends of Jazz

Services:

Jazz in the Canyon 2006 sponsored by the El Paso Friends of Jazz Society will present several bands featuring many of the top professional and advanced youth jazz musicians in the El Paso region. In order to accommodate the overflow crowd inside the Pavilion, there will be expanded outdoor seating under large tents, with a view of the performance onstage provided by large screen projection. Proceeds from the event, after expenses, will once again go to scholarships for young musicians interested in jazz studies.

'06 SEP 27 P12:12

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

This Contract is made this ___ day of October, 2006, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the “City,” and **El Paso Playhouse** 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, 2006, and ending August 31, 2007;

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

1. The City hereby appropriates **FIVE THOUSAND DOLLARS AND NO/100 (\$5,000.00)** in funding from the City’s Museums and Cultural Affairs Department (MCAD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter described.

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 the MCAD. 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 MCAD 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 MCAD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2007, 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 Contractor. Contractor will submit one signed original and one (1) copy of each such report.
- c. Abide by the City of El Paso Museums and Cultural Affairs Department 19th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the MCAD 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, 2007, or thirty (30) days after the completion of the Project, whichever comes first.

6. Once the contract is executed, Contractor is required to submit an invoice for up to 80% of the Contract amount, listing the actual services performed. If the organization's Project has not begun, the Contractor must list the producing or coordinating activities related to

the Project on an invoice. The first installment (80% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice. The second installment (20% of the total award from City funds) -- or the entire compensation amount -- will be payable upon submission of an invoice and final report due on September 15, 2007, or thirty days after the completion of Project, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from MCAD. Total compensation will be **FIVE THOUSAND DOLLARS AND NO/100 (\$5,000.00)**. 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 MCAD will be payable upon submission of the final report and invoice due on September 15, 2007, or thirty days after the completion of Project, whichever is first based on the entire fiscal year activity. The final report form is available from MCAD. 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 MCAD 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 MUSEUMS AND CULTURAL AFFAIRS DEPARTMENT AND THE TEXAS COMMISSION ON THE ART.”** (when applicable.) **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 MCAD logo may NOT be used in any printed materials. MCAD staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the MCAD 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 MCAD, 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 MUSEUMS AND CULTURAL AFFAIRS BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO MCAD, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS, PRIOR TO THE EVENT.**

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: Office of the City Manager
2 Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Museums and Cultural Affairs Department
2 Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: Mr. Carlos De La Garza-Garcia
El Paso Playhouse
2501 Montana Avenue
El Paso, Texas 79903

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 MCAD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), as amended; Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794), as amended; the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213), as amended; Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.), as amended; Debarment (45 C.F.R. Part 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), Texas State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; and the **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), and U.S. Department of Labor's wage and hour standards, ensuring 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.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:

Signature: _____

Printed Name: _____

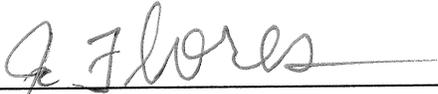
Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: _____

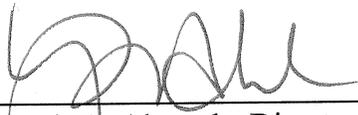
Title: Project/Executive Director

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Museums and Cultural Affairs Department

Project Support Program

Attachment A Scope of Services

Organization: El Paso Playhouse

Services: 2006-2007 Season (September 2006-August 2007).

The project is a two-pronged plan to develop better productions and to offer a series of Technical Theater Skills classes to the El Paso Southwest community.

To engage a theatre professional to teach classes in various aspects of theater skills including but not limited to set design and construction, technical equipment usage and safety, lightning design and plotting, sound design and sound delivery, make-up, costuming, set painting and decoration and other technical theater aspects. Topics, lesson plans, materials necessary and equipment will be advanced in classes coordinated by the intern and taught by recognized community experts in their particular fields(s). An emphasis on relating the production to the topic taught will be considered: plays that require extensive or period costumes will present classes in that area, set dependant shows that will stress building skills, etc. These classes will be open to the Public with a special concentration shown to those students in the new Theater Degree program at EPCC.

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 the MCAD. 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 MCAD 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 MCAD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2007, 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 Contractor. Contractor will submit one signed original and one (1) copy of each such report.
- c. Abide by the City of El Paso Museums and Cultural Affairs Department 19th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the MCAD 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, 2007, or thirty (30) days after the completion of the Project, whichever comes first.

6. Once the contract is executed, Contractor is required to submit an invoice for up to 80% of the Contract amount, listing the actual services performed. If the organization's Project has not begun, the Contractor must list the producing or coordinating activities related to

the Project on an invoice. The first installment (80% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice. The second installment (20% of the total award from City funds) -- or the entire compensation amount -- will be payable upon submission of an invoice and final report due on September 15, 2007, or thirty days after the completion of Project, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from MCAD. Total compensation will be **SIX THOUSAND FOUR HUNDRED FIVE DOLLARS AND NO/100 (\$6,405.00)**. 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 MCAD will be payable upon submission of the final report and invoice due on September 15, 2007, or thirty days after the completion of Project, whichever is first based on the entire fiscal year activity. The final report form is available from MCAD. 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 MCAD 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 MUSEUMS AND CULTURAL AFFAIRS DEPARTMENT AND THE TEXAS COMMISSION ON THE ART.”** (when applicable.) **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 MCAD logo may NOT be used in any printed materials. MCAD staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the MCAD 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 MCAD, 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 MUSEUMS AND CULTURAL AFFAIRS BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO MCAD, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS, PRIOR TO THE EVENT.**

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: Office of the City Manager
2 Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Museums and Cultural Affairs Department
2 Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: Ms. Stella Gutierrez
Kids & Co.
P.O. Box 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 MCAD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), as amended; Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794), as amended; the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213), as amended; Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.), as amended; Debarment (45 C.F.R. Part 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), Texas State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; and the **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), and U.S. Department of Labor's wage and hour standards, ensuring 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

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WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: _____

Title: Project/Executive Director

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Museums and Cultural Affairs Department

Project Support Program

Attachment A Scope of Services

Organizations: Kids-N-Co

Services:

To provide the 2006-07 season of children's plays that have literary, cultural and creative merit. The season will include the original play "Cinderalex," written and directed by El Paso Theater veteran Kevin P. Mullin. The production is a comedic take-off from the Brothers' Grimm tale "Cinderella." Another original play written for KIDS-N-CO. will look at how different cultures celebrate Winter holidays (including Christmas) in Tristan Moore's play "The Flying Ship." This show will also be shown in the Chamizal National Memorial to area school children. Also on tap is the original musical "Mother Goose Tales," which puts music to the beloved rhymes of Mother Goose. The season concludes with "El Cucuy" through El Paso's Cinco Puntos Press. This production will also be shown in the Chamizal National Memorial to area school children. The season will include one more production, which is still being discussed by the KIDS-N-CO play reading committee. Literary, cultural and creative merit is part of the criteria for the selection of the production

There are two shows between September and December and three shows between January and May. Each production has a four-week run, and consists of three shows each week, in addition to two performances for area school students scheduled at the Chamizal National Memorial.

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 the MCAD. 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 MCAD 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 MCAD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2007, 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 Contractor. Contractor will submit one signed original and one (1) copy of each such report.
- c. Abide by the City of El Paso Museums and Cultural Affairs Department 19th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the MCAD 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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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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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: Office of the City Manager
2 Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Museums and Cultural Affairs Department
2 Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: Ms. Billie Brown
Danzas Espanolas
P.O. Box 4856
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 MCAD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), as amended; Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794), as amended; the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213), as amended; Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.), as amended; Debarment (45 C.F.R. Part 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), Texas State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; and the **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), and U.S. Department of Labor's wage and hour standards, ensuring 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.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: _____

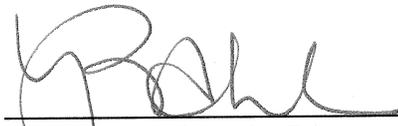
Title: Project/Executive Director

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Museums and Cultural Affairs Department

Project Support Program

Attachment A Scope of Services

Organization: Danzas Españolas

Services: 2006-2007 Danzas Españolas Clasica Performances. This project will consist of two multidisciplinary productions and one youth dance production.

Fusion Latina Clasica is a celebration that pays tribute to Classical Latin music with a jazz fusion twist. This celebration will incorporate music, dance, song and poetry. The selected pieces are filled with Latin Themes (ie. Spain, Mexico, Venezuela, West Indies, etc.), and the dances typical to those cities and regions. Under the guidance of Nina Gomez as artistic director, the program will highlight local talented professional dancers and musicians. The program will feature Ruben Gutierrez and Billy Townes and their unique style with traditional Latin and Latin jazz piano. Both Ruben and Billy will perform several original new works. Also featured is Poet Gilberto Servin. The selections will serve to demonstrate the close cultural ties between the Latin Countries and regions. Performance will be held at the Scottish Rite Theater, in November 2006.

Musica Latina Clasica is a celebration that highlights Agustin Lara and other classical Hispanic composers. This celebration will incorporate music, dance, song and poetry. The selected pieces are filled with Spanish themes (i.e. Madrid, Toledo, Seville, Granada, etc.), and the dances typical to those cities and regions of Spain. Under the guidance of Nina Gomez as artistic director, Ruben Gutierrez as music director, and Dr. Cynthia Jay as director of vocals, the program will highlight local talented dancers and musicians, and renowned El Paso tenor, Angelo Ferrari. Ferrari will reprise his interpretations of world-famous pieces from Agustin Lara and others and rekindle romantic duets with the lovely tenor Martha Cooper. Actor and orator Gilberto Servin will lead our journey. The classical, folkloric and flamenco dances of Spain and the vocal and instrumental selections will serve to demonstrate the close cultural ties between the Old World (Spain) and the New World. Performances will be held at the Scottish Rite Theater, in July 2007.

Los Niños Clasico will present Studio Metropolis child and adult students performing various classical Spanish dance styles. The Scottish Rite Theater will provide a unique experience for the developing dance student and the audience. The matinee recital will be available to the El Paso Community free of charge in July 2007.

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

This Contract is made this ___ day of October, 2006, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the “City,” and **International Hispanic Cultural Institute** 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, 2006, and ending August 31, 2007;

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

1. The City hereby appropriates **FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00)** in funding from the City’s Museums and Cultural Affairs Department (MCAD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter described.

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 the MCAD. 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 MCAD 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 MCAD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2007, 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 Contractor. Contractor will submit one signed original and one (1) copy of each such report.
- c. Abide by the City of El Paso Museums and Cultural Affairs Department 19th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the MCAD 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, 2007, or thirty (30) days after the completion of the Project, whichever comes first.

6. Once the contract is executed, Contractor is required to submit an invoice for up to 80% of the Contract amount, listing the actual services performed. If the organization's Project has not begun, the Contractor must list the producing or coordinating activities related to the Project on an invoice. The first installment (80% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice. The second installment (20% of the total award from City funds) -- or the entire compensation amount -- will be payable upon

submission of an invoice and final report due on September 15, 2007, or thirty days after the completion of Project, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from MCAD. Total compensation will be **FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00)**. 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 MCAD will be payable upon submission of the final report and invoice due on September 15, 2007, or thirty days after the completion of Project, whichever is first based on the entire fiscal year activity. The final report form is available from MCAD. 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 MCAD 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 MUSEUMS AND CULTURAL AFFAIRS DEPARTMENT AND THE TEXAS COMMISSION ON THE ART.”** (when applicable.) **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 MCAD logo may NOT be used in any printed materials. MCAD staff will be available to review layouts of printed materials prior to printing,

and Contractor is encouraged to confer with the MCAD 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 MCAD, 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 MUSEUMS AND CULTURAL AFFAIRS BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO MCAD, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS, PRIOR TO THE EVENT.**

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: Office of the City Manager
2 Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Museums and Cultural Affairs Department
2 Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: Ms. Belen Robles
International Hispanic Cultural Institute
123 West Mills, Suite 615
El Paso, Texas 79901

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

Department of Labor's wage and hour standards, ensuring 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.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: _____

Title: Project/Executive Director

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Museums and Cultural Affairs Department

Project Support Program

Attachment A Scope of Services

Organization: International Hispanic Cultural Institute

Services:

Provide a community-based Latino festival

The proposed activities will continue to serve as vehicles to encourage and promote the strengths of the Mexican and Border cultures, providing well-researched educational and entertainment value to tourists and commuters while revitalizing the cultural terrain of long-time El Paso residents.

Ads will be placed in key tourism/travel industry publications targeting tourists to El Paso County as part of their market.

'06 SEP 27 P12:11

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

This Contract is made this ___ day of October, 2006, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the “City,” and **The 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, 2006, and ending August 31, 2007;

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

1. The City hereby appropriates **FOUR THOUSAND ONE HUNDRED SEVENTY-NINE AND 50/100 DOLLARS (\$4,179.50)** in funding from the City’s Museums and Cultural Affairs Department (MCAD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter described.

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 the MCAD. 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 MCAD 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 MCAD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2007, 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 Contractor. Contractor will submit one signed original and one (1) copy of each such report.

- c. Abide by the City of El Paso Museums and Cultural Affairs Department 19th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the MCAD 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, 2007, or thirty (30) days after the completion of the Project, whichever comes first.

6. Once the contract is executed, Contractor is required to submit an invoice for up to 80% of the Contract amount, listing the actual services performed. If the organization's Project has not begun, the Contractor must list the producing or coordinating activities related to the Project on an invoice. The first installment (80% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice. The second installment (20% of the total award from City funds) -- or the entire compensation amount -- will be payable upon submission of an invoice and final report due on September 15, 2007, or thirty days after the completion of Project, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from MCAD. Total compensation will be **FOUR THOUSAND ONE HUNDRED SEVENTY-NINE AND 50/100 DOLLARS (\$4,179.50)**. 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 MCAD will be payable upon submission of the final report and invoice due on September 15, 2007, or thirty days after the completion of Project, whichever is first based on the entire fiscal year activity. The final report form is available from MCAD. 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 MCAD 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 MUSEUMS AND CULTURAL AFFAIRS DEPARTMENT AND THE TEXAS COMMISSION ON**

THE ART.” (when applicable.) 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 MCAD logo may NOT be used in any printed materials. MCAD staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the MCAD 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 MCAD, 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 MUSEUMS AND CULTURAL AFFAIRS BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO MCAD, IN A TIMELY**

MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS, PRIOR TO THE EVENT.

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: Office of the City Manager
2 Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Museums and Cultural Affairs Department
2 Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: Ms. Stephanie Conwell
The Gilbert and Sullivan Company of El Paso
10132 Cork Street
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 MCAD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), as amended; Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794), as amended; the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213), as amended; Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.), as amended; Debarment (45 C.F.R. Part 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), Texas State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; and the **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), and U.S. Department of Labor's wage and hour standards, ensuring 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.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: _____

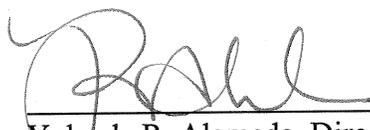
Title: Project/Executive Director

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Museums and Cultural Affairs Department

Project Support Program

Attachment A Scope of Services

Organization: The Gilbert and Sullivan

Services:

Project Title: The Mikado or The Town of Titipu

As part of its 37th consecutive season, G & S will present The Mikado or The Town of Titipu.

There will be eight performances in July 2007 at the Chamizal National Memorial Park Theater, subject to the Chamizal's scheduling process.

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

This Contract is made this ___ day of October, 2006, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the “City,” and **Project Change** 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, 2006, and ending August 31, 2007;

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

1. The City hereby appropriates **SIX THOUSAND ONE HUNDRED EIGHTY-ONE AND NO/DOLLARS (\$6,181.00)** in funding from the City’s Museums and Cultural Affairs Department (MCAD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter described.

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 the MCAD. 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 MCAD 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 MCAD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2007, 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 Contractor. Contractor will submit one signed original and one (1) copy of each such report.
- c. Abide by the City of El Paso Museums and Cultural Affairs Department 19th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the MCAD 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, 2007, or thirty (30) days after the completion of the Project, whichever comes first.

6. Once the contract is executed, Contractor is required to submit an invoice for up to 80% of the Contract amount, listing the actual services performed. If the organization's Project has not begun, the Contractor must list the producing or coordinating activities related to the Project on an invoice. The first installment (80% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice. The second installment (20% of the total award from City funds) -- or the entire compensation amount -- will be payable upon submission of an invoice and final report due on September 15, 2007, or thirty days after the

completion of Project, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from MCAD. Total compensation will be **SIX THOUSAND ONE HUNDRED EIGHTY-ONE AND NO/DOLLARS (\$6,181.00)**. 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 MCAD will be payable upon submission of the final report and invoice due on September 15, 2007, or thirty days after the completion of Project, whichever is first based on the entire fiscal year activity. The final report form is available from MCAD. 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 MCAD 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 MUSEUMS AND CULTURAL AFFAIRS DEPARTMENT AND THE TEXAS COMMISSION ON THE ART.”** (when applicable.) **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 MCAD logo may **NOT** be used in any printed materials. MCAD staff will be available to review layouts of printed materials prior to printing,

and Contractor is encouraged to confer with the MCAD 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 MCAD, 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 MUSEUMS AND CULTURAL AFFAIRS BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO MCAD, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS, PRIOR TO THE EVENT.**

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: Office of the City Manager
2 Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Museums and Cultural Affairs Department
2 Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: Ms.Carolyn Redic
Project Change
4445 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 MCAD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), as amended; Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794), as amended; the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213), as amended; Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.), as amended; Debarment (45 C.F.R. Part 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), Texas State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; and the **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), and U.S.

Department of Labor's wage and hour standards, ensuring 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.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: _____

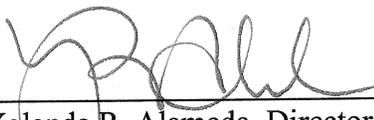
Title: Project/Executive Director

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Museums and Cultural Affairs Department

Project Support Program

Attachment A Scope of Services

Organization: Victory Warriors Drill and Dance Academy - Project Change

Services:

Victory Warriors Drill and Dance Academy offers after-school classes five days weekly and two summer dance camps spanning three levels of experience with a well-rounded curriculum designed to expose students ages 7-17years to the diverse world of dance. Topics included in the curriculum areas such as health, exercise physiology, drill and “stepping” movements, costuming, make-up and dance variations including modern, basic of ballet, liturgical and jazz to provide the solid background needed for the aspiring dancer or dance enthusiast. Through performance and dance education, program goals are in alignment with the National Standards for Dance Education. Commemorative Buffalo Soldiers Drill Team will train for presentation at special events that bring history to life through period costumes, music, dance, drill demonstrations and displays of artifacts.

'06 SEP 27 P12 :11

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

This Contract is made this ___ day of October, 2006, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **Ballet Solaris Dance 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, 2006, and ending August 31, 2007;

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

1. The City hereby appropriates **TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00)** in funding from the City's Museums and Cultural Affairs Department (MCAD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter described.

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 the MCAD. 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 MCAD 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 MCAD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2007, 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 Contractor. Contractor will submit one signed original and one (1) copy of each such report.
- c. Abide by the City of El Paso Museums and Cultural Affairs Department 19th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the MCAD 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, 2007, or thirty (30) days after the completion of the Project, whichever comes first.

6. Once the contract is executed, Contractor is required to submit an invoice for up to 80% of the Contract amount, listing the actual services performed. If the organization's Project has not begun, the Contractor must list the producing or coordinating activities related to the Project on an invoice. The first installment (80% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice. The second installment (20% of the total award from City funds) -- or the entire compensation amount -- will be payable upon

submission of an invoice and final report due on September 15, 2007, or thirty days after the completion of Project, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from MCAD. Total compensation will be **TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00)**. 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 MCAD will be payable upon submission of the final report and invoice due on September 15, 2007, or thirty days after the completion of Project, whichever is first based on the entire fiscal year activity. The final report form is available from MCAD. 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 MCAD 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 MUSEUMS AND CULTURAL AFFAIRS DEPARTMENT AND THE TEXAS COMMISSION ON THE ART.”** (when applicable.) **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 MCAD logo may NOT be used in any printed

materials. MCAD staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the MCAD 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 MCAD, 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 MUSEUMS AND CULTURAL AFFAIRS BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO MCAD, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS, PRIOR TO THE EVENT.**

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: Office of the City Manager
2 Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Museums and Cultural Affairs Department
2 Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: Ms. Lisa Skaf
Ballet Solaris Dance Company
5411 North Mesa, Suite 6
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 MCAD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), as amended; Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794), as amended; the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213), as amended; Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.), as amended; Debarment (45 C.F.R. Part 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), Texas State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; and the **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), and U.S. Department of Labor's wage and hour standards, ensuring 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.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: _____

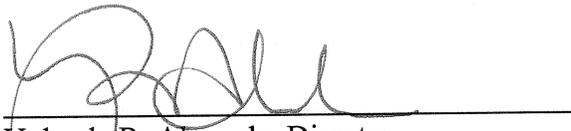
Title: Project/Executive Director

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Museums and Cultural Affairs Department

Project Support Program

Attachment A Scope of Services

Organization: Ballet Solaris Dance Company

Services:

To provide a ballet production created around the story "Estrellita de Oro/Little Gold Star" retold by Joe Hays.

In order to introduce the importance of bringing Ballet to El Paso that reflects the traditional beliefs and culture of our community through the retelling of Folk tales.

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

This Contract is made this ___ day of October, 2006, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City," and **Project Vida** 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, 2006, and ending August 31, 2007;

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

1. The City hereby appropriates **SEVEN THOUSAND TWO HUNDRED SEVENTY-THREE AND 50/100 DOLLARS (\$7,273.50)** in funding from the City's Museums and Cultural Affairs Department (MCAD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter described.

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 the MCAD. 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 MCAD 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 MCAD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2007, 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 Contractor. Contractor will submit one signed original and one (1) copy of each such report.
- c. Abide by the City of El Paso Museums and Cultural Affairs Department 19th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the MCAD 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, 2007, or thirty (30) days after the completion of the Project, whichever comes first.

6. Once the contract is executed, Contractor is required to submit an invoice for up to 80% of the Contract amount, listing the actual services performed. If the organization's Project has not begun, the Contractor must list the producing or coordinating activities related to the Project on an invoice. The first installment (80% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice. The second installment (20% of the total award from City funds) -- or the entire compensation amount -- will be payable upon submission of an invoice and final report due on September 15, 2007, or thirty days after the

completion of Project, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from MCAD. Total compensation will be **SEVEN THOUSAND TWO HUNDRED SEVENTY-THREE AND 50/100 DOLLARS (\$7,273.50)**. 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 MCAD will be payable upon submission of the final report and invoice due on September 15, 2007, or thirty days after the completion of Project, whichever is first based on the entire fiscal year activity. The final report form is available from MCAD. 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 MCAD 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 MUSEUMS AND CULTURAL AFFAIRS DEPARTMENT AND THE TEXAS COMMISSION ON THE ART.”** (when applicable.) **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 MCAD logo may NOT be used in any printed materials. MCAD staff will be available to review layouts of printed materials prior to printing,

and Contractor is encouraged to confer with the MCAD 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 MCAD, 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 MUSEUMS AND CULTURAL AFFAIRS BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO MCAD, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS, PRIOR TO THE EVENT.**

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: Office of the City Manager 2 Civic Center Plaza 10 th Floor El Paso, Texas 79901-1196
COPY TO:	Museums and Cultural Affairs Department 2 Civic Center Plaza 6 th Floor El Paso, Texas 79901-1196
CONTRACTOR:	Mr. Bill Schlesinger Project Vida 3607 Rivera 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 MCAD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), as amended; Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794), as amended; the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213), as amended; Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.), as amended; Debarment (45 C.F.R. Part 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), Texas State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; and the **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), and U.S.

Department of Labor's wage and hour standards, ensuring 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.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: _____

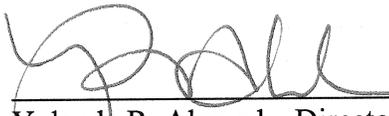
Title: Project/Executive Director

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Museums and Cultural Affairs Department

Project Support Program

Attachment A Scope of Services

Organization: Project Vida

Services:

The Project Vida Arts Program provides art classes three times per week for children, youth and adults. The classes are taught at Project Vida and have been offered for the past six years. Students begin with paper and pencil and then progress to other materials such as canvas, watercolors, and acrylic.

Classes are taught by two instructors, one for basic art skills and crafts, and one for art history and technique.

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

This Contract is made this ___ day of October, 2006, 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, 2006, and ending August 31, 2007;

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

1. The City hereby appropriates **ELEVEN THOUSAND FIVE HUNDRED TWENTY-FOUR AND 50/100 DOLLARS (\$11,524.50)** in funding from the City’s Museums and Cultural Affairs Department (MCAD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter described.

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 the MCAD. 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 MCAD 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 MCAD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2007, 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 Contractor. Contractor will submit one signed original and one (1) copy of each such report.
- c. Abide by the City of El Paso Museums and Cultural Affairs Department 19th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the MCAD 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, 2007, or thirty (30) days after the completion of the Project, whichever comes first.

6. Once the contract is executed, Contractor is required to submit an invoice for up to 80% of the Contract amount, listing the actual services performed. If the organization's Project has not begun, the Contractor must list the producing or coordinating activities related to the Project on an invoice. The first installment (80% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice. The second installment (20% of the total award from City funds) -- or the entire compensation amount -- will be payable upon

submission of an invoice and final report due on September 15, 2007, or thirty days after the completion of Project, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from MCAD. Total compensation will be **ELEVEN THOUSAND FIVE HUNDRED TWENTY-FOUR AND 50/100 DOLLARS (\$11,524.50)**. 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 MCAD will be payable upon submission of the final report and invoice due on September 15, 2007, or thirty days after the completion of Project, whichever is first based on the entire fiscal year activity. The final report form is available from MCAD. 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 MCAD 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 MUSEUMS AND CULTURAL AFFAIRS DEPARTMENT AND THE TEXAS COMMISSION ON THE ART.”** (when applicable.) **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 MCAD logo may NOT be used in any printed

materials. MCAD staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the MCAD 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 MCAD, 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 MUSEUMS AND CULTURAL AFFAIRS BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO MCAD, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS, PRIOR TO THE EVENT.**

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: Office of the City Manager
2 Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Museums and Cultural Affairs Department
2 Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: Mr. Ron Hufstader
El Paso Wind Symphony
P. O. Box 220038
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 MCAD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), as amended; Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794), as amended; the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213), as amended; Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.), as amended; Debarment (45 C.F.R. Part 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), Texas State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; and the **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), and U.S. Department of Labor's wage and hour standards, ensuring 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.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: _____

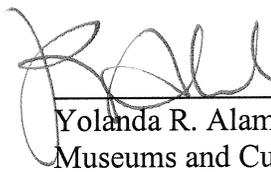
Title: Project/Executive Director

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Josette Flores
Assistant City Attorney



Yolanda R. Alameda, Director
Museums and Cultural Affairs Department

Project Support Program

Attachment A Scope of Services

Organization: El Paso Wind Symphony

Services:

The project is the presentation of a series of El Paso Wind Symphony performances during 2006-2007. The EPWS presents a series of five monthly concerts starting in December and ending in April. Many of the concerts feature guest artists of international stature. Each concert has a theme around which the music selections are picked.

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

This Contract is made this ___ day of October, 2006, by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the “City,” and **Outrageous Fortune Theatre 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, 2006, and ending August 31, 2007;

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

1. The City hereby appropriates **TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00)** in funding from the City’s Museums and Cultural Affairs Department (MCAD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter described.

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 the MCAD. 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 MCAD 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 MCAD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2007, 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 Contractor. Contractor will submit one signed original and one (1) copy of each such report.
- c. Abide by the City of El Paso Museums and Cultural Affairs Department 19th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the MCAD 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, 2007, or thirty (30) days after the completion of the Project, whichever comes first.

6. Once the contract is executed, Contractor is required to submit an invoice for up to 80% of the Contract amount, listing the actual services performed. If the organization's Project has not begun, the Contractor must list the producing or coordinating activities related to the Project on an invoice. The first installment (80% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice. The second installment (20% of the total award from City funds) -- or the entire compensation amount -- will be payable upon

submission of an invoice and final report due on September 15, 2007, or thirty days after the completion of Project, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from MCAD. Total compensation will be **TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00)**. 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 MCAD will be payable upon submission of the final report and invoice due on September 15, 2007, or thirty days after the completion of Project, whichever is first based on the entire fiscal year activity. The final report form is available from MCAD. 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 MCAD 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 MUSEUMS AND CULTURAL AFFAIRS DEPARTMENT AND THE TEXAS COMMISSION ON THE ART.”** (when applicable.) **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 MCAD logo may **NOT** be used in any printed

materials. MCAD staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the MCAD 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 MCAD, 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 MUSEUMS AND CULTURAL AFFAIRS BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO MCAD, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS, PRIOR TO THE EVENT.**

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: Office of the City Manager
2 Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

COPY TO: Museums and Cultural Affairs Department
2 Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

CONTRACTOR: Ms. Layle Chambers
Outrageous Fortune Theatre Company
3153 Amarillo Street
El Paso, Texas 79936

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 MCAD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), as amended; Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794), as amended; the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213), as amended; Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.), as amended; Debarment (45 C.F.R. Part 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), Texas State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; and the **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), and U.S. Department of Labor's wage and hour standards, ensuring 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.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: _____

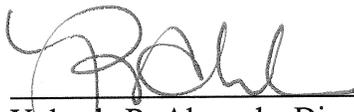
Title: Project/Executive Director

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Museums and Cultural Affairs Department

Project Support Program

Attachment A Scope of Services

Organization: Outrageous Fortune Theatre Company

Services: *Shakespeare in the Park* is performed the last two weekends of every summer in El Paso and tours throughout the fall. In 2007, it is planned for August 24, 25, 26, 30, and 31 at the Chamizal National Memorial Park.

'06 SEP 27 P12:12

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

This Contract is made this ___ day of October, 2006, 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, 2006, and ending August 31, 2007;

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

1. The City hereby appropriates **TWO THOUSAND ONE HUNDRED THIRTY-FOUR AND NO/100 DOLLARS (\$2,134.00)** in funding from the City's Museums and Cultural Affairs Department (MCAD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter described.

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 the MCAD. 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 MCAD 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 MCAD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2007, 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 Contractor. Contractor will submit one signed original and one (1) copy of each such report.
- c. Abide by the City of El Paso Museums and Cultural Affairs Department 19th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the MCAD 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, 2007, or thirty (30) days after the completion of the Project, whichever comes first.

6. Once the contract is executed, Contractor is required to submit an invoice for up to 80% of the Contract amount, listing the actual services performed. If the organization's Project has not begun, the Contractor must list the producing or coordinating activities related to the Project on an invoice. The first installment (80% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice. The second installment (20% of the total award from City funds) -- or the entire compensation amount -- will be payable upon

submission of an invoice and final report due on September 15, 2007, or thirty days after the completion of Project, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from MCAD. Total compensation will be **TWO THOUSAND ONE HUNDRED THIRTY-FOUR AND NO/100 DOLLARS (\$2,134.00)**. 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 MCAD will be payable upon submission of the final report and invoice due on September 15, 2007, or thirty days after the completion of Project, whichever is first based on the entire fiscal year activity. The final report form is available from MCAD. 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 MCAD 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 MUSEUMS AND CULTURAL AFFAIRS DEPARTMENT AND THE TEXAS COMMISSION ON THE ART.”** (when applicable.) **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 MCAD logo may **NOT** be used in any printed

materials. MCAD staff will be available to review layouts of printed materials prior to printing, and Contractor is encouraged to confer with the MCAD 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 MCAD, 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 MUSEUMS AND CULTURAL AFFAIRS BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO MCAD, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS, PRIOR TO THE EVENT.**

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: Office of the City Manager
2 Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

- COPY TO: Museums and Cultural Affairs Department
2 Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

- CONTRACTOR: Ms. Jeanette Surface
El Paso Sungold Sweet Adelines
8408 Cielo Vista
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 MCAD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), as amended; Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794), as amended; the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213), as amended; Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.), as amended; Debarment (45 C.F.R. Part 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), Texas State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; and the **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), and U.S. Department of Labor's wage and hour standards, ensuring 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.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:

Signature: _____

Printed Name: _____

Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: _____

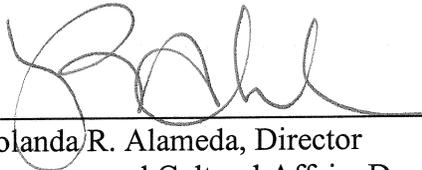
Title: Project/Executive Director

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Museums and Cultural Affairs Department

Project Support Program

Attachment A Scope of Services

Organization: El Paso Sungold Sweet Adelines

Services:

El Paso Sungold Sweet Adelines will provide up to ten performances and presentations at high schools and senior citizens centers to educate youths in the El Paso area in the original American art form of four part barbershop harmony and to enrich the everyday lives of El Paso residents.

Locations identified include:

High Schools Included:

- Americas High School
- Burges High School
- Hanks High School
- Coronado High School
- Ysleta High School

Senior Citizen performances:

- Nazareth Hall Nursing Home
- Coronado Nursing Center
- Mountain View Place
- Pebble Creek Nursing Center
- Rio Norte Retirement Center

'06 SEP 27 P12:12

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

This Contract is made this ___ day of October, 2006, 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, 2006, and ending August 31, 2007;

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

1. The City hereby appropriates **SIX THOUSAND FOUR HUNDRED SEVENTY-NINE AND NO/100 DOLLARS (\$6,479.00)** in funding from the City's Museums and Cultural Affairs Department (MCAD) to provide the Contractor with **PROJECT SUPPORT** to perform the services hereinafter described.

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 the MCAD. 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 MCAD 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 MCAD and TCA funds, and (ii) the cash match requirement, as identified in the "Applicant's Budget" not later than September 15, 2007, 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 Contractor. Contractor will submit one signed original and one (1) copy of each such report.
- c. Abide by the City of El Paso Museums and Cultural Affairs Department 19th Revision of the Funding Program Guidelines as adopted by City Council, a copy of which is on file in the MCAD 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, 2007, or thirty (30) days after the completion of the Project, whichever comes first.

6. Once the contract is executed, Contractor is required to submit an invoice for up to 80% of the Contract amount, listing the actual services performed. If the organization's Project has not begun, the Contractor must list the producing or coordinating activities related to the Project on an invoice. The first installment (80% of the total award from City funds) will be payable upon acceptable completion and submission of an invoice. The second installment (20% of the total award from City funds) -- or the entire compensation amount -- will be payable upon submission of an invoice and final report due on September 15, 2007, or thirty days after the

completion of Project, whichever is first, based on the entire fiscal year activity as provided in Paragraph 3. This form is available from MCAD. Total compensation will be **SIX THOUSAND FOUR HUNDRED SEVENTY-NINE AND NO/100 DOLLARS (\$6,479.00)**. 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 MCAD will be payable upon submission of the final report and invoice due on September 15, 2007, or thirty days after the completion of Project, whichever is first based on the entire fiscal year activity. The final report form is available from MCAD. 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 MCAD 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 MUSEUMS AND CULTURAL AFFAIRS DEPARTMENT AND THE TEXAS COMMISSION ON THE ART.”** (when applicable.) 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 MCAD logo may NOT be used in any printed materials. MCAD staff will be available to review layouts of printed materials prior to printing,

and Contractor is encouraged to confer with the MCAD 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 MCAD, 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 MUSEUMS AND CULTURAL AFFAIRS BOARD AND STAFF** an opportunity to evaluate the caliber of funded events, **THE CONTRACTOR SHALL SEND TO MCAD, IN A TIMELY MANNER, A SCHEDULE OF EVENTS AND OTHER PERTINENT INFORMATION ABOUT ALL FUNDED EVENTS, PRIOR TO THE EVENT.**

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: Office of the City Manager
2 Civic Center Plaza
10th Floor
El Paso, Texas 79901-1196

- COPY TO: Museums and Cultural Affairs Department
2 Civic Center Plaza
6th Floor
El Paso, Texas 79901-1196

- CONTRACTOR: Mr. Raymond Graham
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 MCAD Funding Guidelines, including the following: Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972, as amended; Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), as amended; Section 504 of the Rehabilitation Act of 1973 (24 U.S.C. § 794), as amended; the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §§ 12101-12213), as amended; Drug Free Workplace Act of 1988 (41 U.S.C. §§ 702 et seq.), as amended; Debarment (45 C.F.R. Part 1154), Federal Debt Status (OMB Circular A-129) Native American Graves Protection and Reparation Act of 1990 (25 U.S.C. 3001 et seq.), Texas State Tax Code, Section 351.101, regulating expenditure of hotel/motel tax revenues; and the **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), and U.S. Department of Labor's wage and hour standards, ensuring 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.

WITNESS THE FOLLOWING SIGNATURES AND SEAL:

CITY OF EL PASO

Joyce A. Wilson
City Manager

CONTRACTOR:

Signature: _____

Printed Name: _____

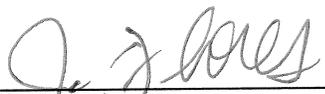
Title: Authorized Official/Chairman of the Board

Signature: _____

Print Name: _____

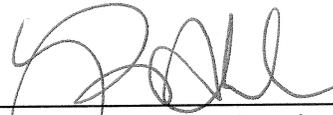
Title: Project/Executive Director

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Yolanda R. Alameda, Director
Museums and Cultural Affairs Department

Project Support Program

Attachment A Scope of Services

Organization: Showtime El Paso

Services:

Present a series of performances at the Abraham Chavez Theater to include:

DEAN REGAN - October 7, 2006 – 7:30

From romantic crooner to court jester of song, Dean Regan puts on one-man show full of variety from Cole Porter to Andrew Lloyd Webber. Praised as “a charmer and a first-class showman,” Regan engages the audience with music, wit and boundless energy that earned him the award of “Artist of the Year” by the professional Artist of Los Angeles.

FLYING J WRANGLERS CHRISTMAS SHOW – December 2, 2006 – 7:30 p.m.

Based near Ruidoso, N.M., and a host of popular summertime dinner shows, the Flying J Wranglers are famed for their original western harmonies, instrumentals and homespun comedy. Their Cowboy Christmas Special has been a favorite show at the Spencer Theater, and combines season favorites with a Western twist along with contemporary and original holiday songs.

THE WOOD’S TEA COMPANY – February 9, 2007 – 7:30 p.m.

From New England sea chanties and Celtic tunes to bluegrass and their own comic compositions, Wood’s Tea Company presents folk music with fun and down-home style that has made fans nationwide. The group was Showtime El Paso!’s top-rated show of the 2002-2003 season.

GLENN MILLER ORCHESTRA – March 11, 2007 – 7:30 p.m.

With its unique jazz sound, the Glenn Miller Orchestra is considered to be one of the greatest bands of all time. The original Glenn Miller Orchestra was famed for such hits as “Chattanooga Choo Choo” and “Tuxedo Junction”, led by Miller, who died in World War II plane crash. The present Glenn Miller Orchestra was formed in 1956 and has been touring consistently since, playing an average of 300 live dates a year all around the world.

THE LOWE FAMILY – March 31, 2007 – 7:30 p.m.

Add up 80 fingers and toes, over 250,000 hours of practice and 50 instruments, and you have the recipe for the most talented family in America. The Lowe Family offers an amazing blend of show-stopping classical, Broadway, Irish, jazz, bluegrass, old-time favorites, dance, 6-part harmony, gospel, a patriotic tribute and more.