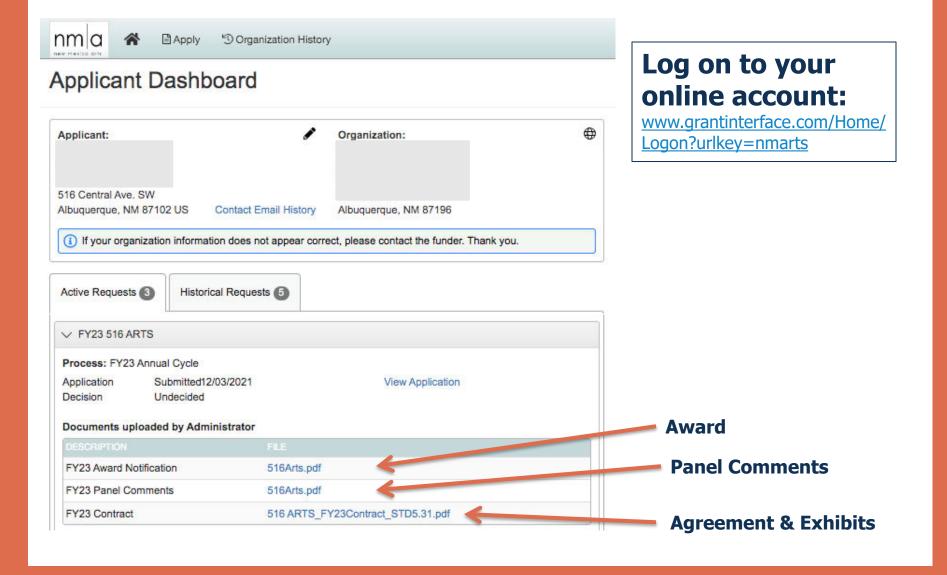
Returning Your FY25 Grant Agreement

Agreement Packet & Other Docs

- Agreement Packet (in one PDF)
 - Grant Agreement & Exhibits (1-4):
 - Schedule of Programs & Services
 - Assurance of Compliance
 - Revised Budget Estimate
 - Statement of Federal Standing & Funds
- Other Documents & Forms
 - Award
 - Panel Comments
 - NM Substitute W-9

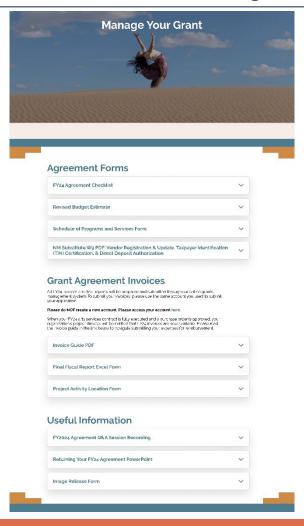
Dashboard



Manage Your Grant

Manage Your Grant page of NM Arts website:

New NM Arts Website Coming Soon...



Grant Agreements & Exhibits

Grants Cycle



The Grant Agreement is a fillable PDF, you can download the PDF and type directly into the forms.

There are two options for signatures:

Original wet signatures

OR

Adobe digital signatures (or equivalent) that has time stamped verification. Signature fields are included in the PDF.

If your agreement includes a mix of ink and digital signatures, please obtain signatures in the following order:

- 1. Proceed with official time-stamped digital signatures on the PDF agreement document first.
- 2. Print out a hard copy.
- 3. Then get your "wet" original signatures and return to New Mexico Arts by mail. We cannot accept a photocopy of an original signature. Signatures may not be typed into the signature line in the form of an electronic signature.

Grant Agreement

CONTRACT Number NMA25001 ACCOUNT CODE: 547440

NON-PROFIT GRANT AGREEMENT

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

THIS AGREEMENT (hereinafter "Agreement") is made by and between the State of New Mexico,

Denartment of Cultural Affairs, New Mexico Arts Division, hereinafter referred to as the "Agency," and

New Mexico nonprofit corporation, hereinafter known as the "Grantee," whose Unique Entity

ID number is

RECITALS

- A. Agency has funding to acquire services in furtherance of its purposes as set forth in NMSA 1978 Sections 18-5-1, et seq. (the "Act");
- B. Grantee desires to provide the programs and services ("Schedule of Programs and Services" or "Services") as set forth on the Exhibit 1 attached hereto and incorporated herein by reference, and receive in exchange certain State Funds, on the terms and conditions set forth below;

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

I. State Funds.

Grantee shall perform the Services in consideration of the payment of \$5,908.00 from Agency (the "State Funds"). The State Funds shall be used only to fund the programs and services listed on Exhibit 1, the Schedule of Programs and Services, to further the purposes of the Agency as set forth in the Act.

II. Term.

The term of this Contract ("Term") shall commence on July 1, 2024 and end on May 31, 2025, unless otherwise terminated on an earlier date pursuant to the terms of this Agreement.

III. Grantee Role and Responsibilities.

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

A. Matching Funds.

Grantee shall provide matching funds or in-kind services in the amount of at least \$2,954.00, of which at least \$1,477.00 must be in cash ("Cash Match"). No funding paid directly from the National Endowment for the Arts or other federal agencies to Grantee can be used toward or to satisfy the Cash Match.

R Art Services

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

C. Subcontracting.

Grantee may subcontract with performers, administrators, technical support, and other individuals and/or organizations (together, "Subcontractors") needed to implement and/or provide the Programs and Services. No such subcontract shall relieve the primary Grantee from its

Agreement Number & Account Code

Organization name & UEI

Grant amount

(funded program must be complete by this date)

Required Match

STD 5.31

Important Due Dates

G. Invoices and Reports.

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

- 1. Interim Invoices and Reports. Contractor may submit partial invoices during the Contract Term ("Interim Invoices"), but shall submit no more than two Interim Invoices total. Contractor shall submit a brief narrative report with each Interim Invoice, describing what portion and/or part of the Programs and Services has been accomplished. The sum of all interim invoices shall not exceed eighty percent (80%) of the total State Funds granted to Contractor, i.e., Contractor's final invoice shall be for an amount of not less than twenty percent (20%) of the State Funds.
- 2. Final Invoice and Final Report. Contractor must submit a Final Invoice and a Final Report when the Contractor completes the Programs and Services within one week after the day of the completion of the Programs and Services listed on Exhibit 1 or by June 15, 2023. If the Contractor does not submit the Final Invoice and Final Report by June 15, 2023, the Agency shall not reimburse and shall have no obligation to reimburse Contractor any additional State Funds and Contractor may be ineligible for funding the following year.
- 3. Contractor shall submit ALL invoices on a **reimbursement** basis and shall submit invoices in accordance with the applicable invoice form instructions. Agency will not pay requests made with an incomplete Invoice or incomplete Final Report.

Your Final Invoice and Final Report due date



Grant Agreement: Signature Page

Your **organization** information. Please use organization's legal name as it appears on page 1 of the contract.

Your **Project Director** information. The administrator for your contract and the primary contract person.

Not the same person.

Your **Authorizing Official** information. They must be a member of the executive committee of your board of directors; member of the executive committee of your fiscal agent's board; for Gov't must be someone who can legally obligate the institution.

IN WITNESS WHEREOF, the parties have executed this Agreement intending to be bound thereby. For the Contractor: Organization Name Mailing Address (include zip) Physical Address (include zip) Organization Phone Website: Contractor Project Director (PD) Information: Administrator for contract & primary contact person; should be the same person listed in your online account. PD Signature PD (please print) PD Phone PD E-mail Address Contractor Authorizing Official (AO) Information: Authorized representative of governing body (BOARD PRESIDENT, VP, SECRETARY, or TREASURER); must be different from Project Director. AO Name (please print) AO Phone_____ AO E-mail Address

Exhibit 1: Schedule of Programs & Services

Organization Name:

Exhibit 1 – NMA FY25 Schedule Of Programs & Services

A blank copy of this form is on the New Mexico Arts website for use if Grantee needs to propose a revised schedule during grant period.

Grantee must notify New Mexico Arts in writing at any time there is a change or deletion in programming dates for which Grantee will use NMA Funds.

Grantee shall list below the proposed **programs and services for which New Mexico Arts funding will be used during the Term of the Agreement** including the public presentation component. Tentative dates should be listed as such.

All events must be scheduled to occur within the Term of the Agreement.

Program Activity:

Date:

Location:

Program Activity:

Date:

Location:

Program Activity:

Date:

Location:

Program Activity:

Date:

Location:

Program Activity:

Date:

Location:

All listed arts activities must happen between July 1, 2024, and your agreement term date.

(We may adjust your schedule if activities fall outside those dates.)

Complete a Revised

Schedule of Programs & Services

to what was submitted in your application. The new schedule reflects your funding award & current org reality.

Please list the Programs and Services for which you will be using New Mexico Arts funding.

Include only program title, date(s), and location(s); please do not include additional narrative.

Exhibit 2: Revised Budget Estimate

Exhibit 2 Revised Budget Estimate Please round figures to the nearest dollar.

INIC	ОМЕ	Cash Income	NM Arts	In-Kind
		Casimiconie	IAINIUI (2	in-king
А.	Revenue - Earned Income			
	1. Admissions			
	2. Contracted Services Revenue			
	3. Other Revenue			
В.	Support			
	1. Corporate Support			
	2. Foundation Support			
	3. Other Private Support			
	4. Government Support			
	a. Federal non-NEA			
	b. National Endowment for the Arts			
	c. State/Regional, not NM Arts			
	d. Local			
C.	Other Income			
D.	Subtotal Cash Income	S 0		\$0
Ε,	New Mexico Arts Contract Amount			
F.	Total Income	\$0		

EXPENSES		Expenses	NMA Share	In-Kind	
		do not include NMA		toral – INK Income above	
A.	Personnel				
	1. Administrative Salaries & Benefits				
	2. Artistic Salaries & Benefits				
B.	Contracted Fees & Services				
	1. Administrative				
	2. Artistic				
C.	Travel				
D.	Marketing & Public Relations				
Ε,	Remaining Operating Expenses				
	1. Rent/Mortgage (NMA cannot be mortgage)			,	
	2. Materials/Supplies				
	3. Remaining Expenses (phone, postage, etc.)				
F.	Total Each Column	80	\$0	\$0	
G.	Total Cash Expenses	8.0			
	Income minus Expenses (should be zero)	\$ 0	\$0	\$0	

Complete a Revised Budget to what was submitted in your application based on your actual funding award amount and programming details.

Income should equal expenses:

Cash Income = Expenses

NM Arts Contract Amount = NMA Share Expenses

In-kind Income = In-Kind Expenses

Total Income = Total Expenses (Cash Income + NM Arts) = Total Expenses + NMA Share)

Your grant amount (see page 1 of your agreement)

Your itemized NM Arts grant funding

Exhibit 3: Assurance of Compliance

Exhibit 3 New Mexico Arts Assurance of Compliance Form

Assurance Explanation

New Mexico Arts requires all Contractors to submit this Assurance of Compliance Form, whether or not a comparable form has been filed with another agency. When a Contractor's officer signs this form, the Contractor is making a commitment to comply with the laws described below.

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

Assurance of Compliance

The undersigned Contractor hereby agrees to comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.794), the Americans with Disabilities Act of 1990 ("ADA") (42 U.S.C. 12101-12213), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) and, where applicable, Title IX of the Education Amendments (20 U.S.C.1681 et seq.). In addition, Contractor agrees to comply with The National Environmental Policy Act (NEPA) of 1969, as amended; the requirements regarding debarment and suspension in Subpart C of 2 CFR 180, as adopted by the Arts Endowment in 2 CFR 32.3254; The Drug Free Workplace Act; Davis-Bacon and Related Acts (DBRA), as amended; The Native American Graves Protection and Repatriation Act of 1990; U.S. Constitution Education Program. Within your Federally-supported project, you may not conduct political lobbying, as defined in the statutes and regulations 18 USC 1913; 2 CFR 200.450; Section 319 of Public Law 101-121, codified at 31 USC 1352. None of the Federal or matching funds expended for your awarded project may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries (P.L. 111-88 Sec. 427). You must comply with policies set forth in New Mexico Arts guidelines.

The Contractor hereby gives assurance that it will immediately take any measures necessary to comply. It signed original should be returned with other required materials to New Mexico Arts. This assurance should be returned with other required materials to New Mexico Arts.

This assurance is given in connection with any and all contracts from New Mexico Arts after the date this form is signed. This includes payments after said date for contracts approved before such date. The Contractor recognizes and agrees that any contracts will be extended in reliance on the representations and agreements made in this assurance, and the State shall have the right to seek judicial concrement of this assurance.

This assurance is legally binding on the Contractor, successor, transfers, and assignees, and on the Authorizing Official whose signature appears below.

Authorizing Official Signature	Project Director Signature
Authorizing Official Name (print or type)	Project Director Name (print or type)
Date Signed	Date Signed

Same person who signed the agreement as **Authorizing Official**, **signs here**.

Same person who signed the agreement as **Project Director**, **signs here**.

Exhibit 4: Statement of Federal Standing & Funds

Exhibit 4 STATEMENT OF FEDERAL STANDING & FUNDS

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

PLEASE COMPLETE BOTH SECTIONS TWO SIGNATURES REQUIRED

Please select one of the two options, do not select both, if you check both, uncheck one of them.

The same person who signed the agreement as **Authorizing Official signs Exhibit 4.**

Sign in two places

1. Federal Funding Received
Please indicate which one of the following two options is true for your organization.
Our organization receives no more than \$500,000 in combined Federal funds from all Federal sources.
OR
Our organization receives \$500,000 or more in combined Federal funds from all Federal sources. We understand that we must send our annual audit to New Mexico Arts as specified in Section H-3: Audits of our arts services contract.
I hereby certify that the information stated above is true and correct, and that if there are any changes to the above information, I will notify New Mexico Arts immediately.
AUTHORIZING OFFICIAL SIGNATURE:
Date Signed:

2. Federal Standing

Please complete this certification.

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

AUTHORIZING OFFICIAL SIGNATURE:

Date Signed:

How to return the documents

Email a digital version...

If you have all digital signatures, please attach the agreement with all completed exhibits and send via email to:

Anna Blyth
Grants Program Director
anna.blyth@dca.nm.gov

Mail a hardcopy...

If you have all ink original (wet) signatures OR a mix of digital and ink signatures, please put the agreement and exhibits into one envelope and mail to:

New Mexico Arts 407 Galisteo, Ste. 270 Santa Fe, NM 87501

Agreement Checklist



RETURN Agreement Checklist

Agreement with original signatures, wet or time-stamped digital signature:

Complete Agreement (including the contract body)
Required forms:
Signature page
Schedule of Programs & Services
Revised Budget Estimate

Assurance of Compliance Form

Statement of Federal Standing & Funds Form

ONE (1) copy of supporting document:

New Mexico Substitute W-9 Form
Please include this If you have a change of address; If you have a change in banking details; or If you are a new grantee and need to be established in the state vendor file.

Please Email or Mail Your Complete Agreement Packet to: Anna Blyth Grants **Program Director** at anna.blyth@dca. nm.gov Or Mail to: New Mexico Arts 407 Galisteo, Suite 270 Santa Fe NM 87501-2834

Other Documents

NM Substitute W-9

Please ONLY submit a new W-9:

- If you notice your organization name on the contract does not match your submitted IRS letter to New Mexico Arts, please contact your program coordinator.
- If you have a change of address;
- If you have a change in bank account details;
- If you are a new grantee and need to be established in the state vendor file.

DO NOT SEND TO	The second secon	The same of the sa		
IRS - SUBMIT		NT OF FINANCE & ADMINISTRATION	ON STATE OF	
FORM TO REQUESTING FINANCIAL CONTROL DIVISION				
SUBSTITUTE FORM W-9				
FCD 04/2021	REQUEST FOR TAXPAYER IND	ENTIFICATION NUMBER, CERTIFIC	ATION (3)	
	TYPE OR PRINT NEATLY, PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION			
PART I: SUPPLIER INFORMA				
	ax return).Name is required; do not leave blan	k. 2 . Business name/disregarded entity name, if		
			You will need to enter this number	
Organization I	egal name here		manually.	
(should match who	at is on your IRS letter)			
3. Entity Type (Check only one, unles	s you are or have been a State of New Mexico	Employee, then also check State of New Mexico En	npioyee box):	
Individual / Sole Proprietorship	/ Single Member LLC	Government (Local, State, Federal, Tribe	and the same of th	
Partnership		Tax-Exempt organization under IRC Se		
C Corporation / S Corporation		State of New Mexico Employee (Agency	No.)	
Trust / Estate	er the tax classification (C=C corporation, S=S	corporation P=Partnership		
4. 1099 Reporting: Services provided			,	
Health care or medical services		Agency Volunteer (Agen	cy No.)	
Attorney services		ember / DUAL Supplier & Acti		
Rental of Real Property	- Enter the directly		rts Services" here	
PART II: TAXPAYER IDENTIF		ER IDENTIFICATION TYPE		
1. Enter your TIN here (DO NOT USE I				
2. Taxpaver Identification Type (chec	k appropriate box):			
Employer ID No. (EIN)	Social Security No. (SSN)	Employee ID N/A (Nor	-United States Business Entity)	
PART III: ADDRESS				
1. Address: (Location where payment		2. REMITTANCE, IF DIFFERENT: (location spe		
(if a NM state employee, enter Agenc Address Line #1	Salar Sa	payment that is different than address 1, if a Address Line #1		
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City DO NOT enter CI	State Zip - 9 Digit	City	State Zip - 9 Digit	
City here	state Zip code here			
PART IV: CERTIFICATION			R. 18	
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Award

This is for your records. You do not need to return this to us.

Your UEI# will appear here.

Notifies you if you have received Federal Funds as part of your award.

Note that you cannot use Federal Funds as a match for other Federal Funds.

*For example, you cannot use Federal Funds received from New Mexico Arts as a match for direct National Endowment for the Arts funding and vice versa.

Information Regarding Your FY2023 Funding Award

New Mexico Arts is required to provide you with the following information regarding federal funds that may be included in your funding award from New Mexico Arts.

ORGANIZATION NAME

516 ARTS

ORGANIZATION UNIQUE ENTITY ID (UEI)

TOTAL AMOUNT OF AWARD FROM NEW MEXICO ARTS

\$6,905.00

AMOUNT OF FEDERAL FUNDS IN YOUR NM ARTS AWARD

\$6,905.00

Reference Information Regarding the Federal Award Made to NM Arts and Re-granted to You as a Subrecipient.

FEDERAL AWARDING AGENCY

National Endowment for the Arts

PASS THROUGH ENTITY

New Mexico Arts

AWARDING OFFICIAL

Michelle Laflamme-Childs, Executive Director, 505.827.6490, Michelle.Laflamme-C@state.nm.us

FEDERAL AWARD IDENTIFICATION NUMBER

1903738-61-22

FEDERAL AWARD DATE

April 15, 2022

PERIOD OF PERFORMANCE

July 1, 2022 to June 30, 2023

TOTAL FEDERAL AWARD TO NEW MEXICO ARTS

\$827,400

AWARD PURPOSE

To support Partnership Agreement activities.

CFDA NUMBER

45.025 Promotion of the Arts – Partnership Agreements

Panel Comments

For reference only.

Panelist	Artistic Quality & Creativity	Community Support, Representation & Benefit	Administrative Ability
Polits		The servedetter tells the story of inclusion and representation, confirming narrative answers. Good sample inclusion.	"Thank you for clarifying Susanne Sharge's role an president and paid ED on the Board List. Very diverse corporate / artist board — Ethnicity not noted. The Financial narrative should match the financial statement. Not pring,"
Dodd Dodd	Wonderful diverse programs that challenge the traditional thought process and expand knowledge and creativity. Congratulations on one of your featured artists being selected by the Stational Women in Arts in Washington, DC. That shows the incredible talent that is brought to your program.	Think you for including the statistics. With 20% of your visitor getting attributed to youth that is a great impact on failure generations and the sustainability of such programs.	The organization has a well-qualified board, staff, and contractors to exposet, plan and facilitate programs. The budget is balanced.
Thomas Goodinch	A high level of artistic quality and creativity is		personnel are highly qualified and, judging from this application, highly motivated as workers of the arts. It's not clear from this application how active/involved your board is, or if they are on advisory hody? Overall a well- presented application. Thank you for all you do for our beloved arts community and

What happens next?

- 1. NM Arts Grants staff will review the agreement and reach out for any corrections or clarification.
- 2. We will acquire DCA signatures and request a purchase order (PO).
- 3. When the purchase order is approved, we will upload the fully executed agreement to your online account. Your organization will be assigned FY25 invoices (Follow Ups) to request funds for reimbursement.

*It can take up to 12 weeks from receipt of a grant agreement at NMA to have PO issued.

Questions?

Please email or call your NMA Program Coordinator

Contact information at

www.nmarts.org

Call us at **505.827.6490**

Grants Team

<u>Anna Blyth</u>, Colleges, Universities, & Government Entities

Maggie Hanley, Arts Projects, Community Arts, and Major Cultural Organizations

Kevin Lenkner, Arts in Social Service, Arts Learning in Schools & Communities, Local Arts Councils and Service Organizations

Amy Mills, Traditional Folk Arts Projects