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**City of Las Cruces**<sup>®</sup>  
 PEOPLE HELPING PEOPLE

**Council Action and Executive Summary**

Item #   3   Ordinance/Resolution#   13-049  

For Meeting of \_\_\_\_\_  
 (Ordinance First Reading Date)

For Meeting of   October 1, 2012    
 (Adoption Date)

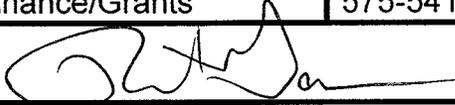
Please check box that applies to this item:

QUASI JUDICIAL       LEGISLATIVE       ADMINISTRATIVE

**TITLE:** A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT AWARDED FUNDING ON BEHALF OF THE THOMAS BRANIGAN MEMORIAL LIBRARY FROM THE STATE OF NEW MEXICO, DEPARTMENT OF CULTURAL AFFAIRS, STATE LIBRARY DIVISION IN THE AMOUNT OF \$6,666.67 WITH A \$740.74 CASH MATCH REQUIREMENT, TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE AGREEMENT, AND TO ADJUST THE FY 2013 BUDGET.

**PURPOSE(S) OF ACTION:**

To accept funds, ratify City Manager's signature, and adjust budget.

<b>COUNCIL DISTRICT: ALL</b>		
<b><u>Drafter/Staff Contact:</u></b> Elizabeth Vega	<b><u>Department/Section:</u></b> Finance/Grants	<b><u>Phone:</u></b> 575-541-2717
<b><u>City Manager Signature:</u></b>		

**BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:**

The Thomas Branigan Memorial Library received notification from the State of New Mexico, Department of Cultural Affairs, State Library Division of a funding award on its behalf in the amount of \$6,666.67 with a \$740.74 cash match to be used to purchase electronic books and electronic audio.

The \$740.74 cash match will be taken care of out of already budgeted audio/visual funds within the Branigan Library's FY 2013 budget. The agreement's reversion date is December 31, 2012.

**SUPPORT INFORMATION:**

1. Resolution.
2. Exhibit "A", Award Agreement.
3. Exhibit "B", Budget Adjustment.

(Continue on additional sheets as required)

**SOURCE OF FUNDING:**

<b>Is this action already budgeted?</b>	Yes	<input type="checkbox"/>	See fund summary below
	No	<input checked="" type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____
		<input checked="" type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
	<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.	
<b>Does this action create any revenue?</b>	Yes	<input checked="" type="checkbox"/>	Funds will be deposited into this fund: <u>2760 State Operating Grant Fund</u> in the amount of <u>\$ 6,666.67</u> for FY 2013.
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

**BUDGET NARRATIVE**

Grant funds will be deposited into Fund #2760 (State Operating Grant) to be used by the Thomas Branigan Memorial Library to purchase electronic books and electronic audio services for patrons of the library to utilize. The match will come from the Branigan Library's audio/visual line item from their FY 2013 budget.

**FUND EXPENDITURE SUMMARY:**

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
State Operating Grant Fund	27205120-730740-21011	\$6,666.67	\$6,666.67*	\$0.00	N/A
General Fund (match)	10205020-730740-21011	\$740.74	\$740.74*	\$0.00	N/A

\*pending adjustment

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will authorize the contract for funding from the State of New Mexico, Department of Cultural Affairs, State Library Division in the amount of \$6,666.67 with a \$740.74 match requirement.
2. Vote "No"; this will prevent the Thomas Branigan Memorial Library from receiving supplemental funding.
3. Vote to "Amend"; this is not an option, as it could affect the Thomas Branigan Memorial Library's ability to receive funding.
4. Vote to "Table"; this not an option, as funding needs to be accepted to meet deadlines.

(Continue on additional sheets as required)

**REFERENCE INFORMATION:**

N/A

(Continue on additional sheets as required)

RESOLUTION NO. 13-049

**A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT AWARDED FUNDING ON BEHALF OF THE THOMAS BRANIGAN MEMORIAL LIBRARY FROM THE STATE OF NEW MEXICO, DEPARTMENT OF CULTURAL AFFAIRS, STATE LIBRARY DIVISION IN THE AMOUNT OF \$6,666.67 WITH A \$740.74 CASH MATCH REQUIREMENT, TO RATIFY THE CITY MANAGER'S SIGNATURE ON THE AGREEMENT, AND TO ADJUST THE FY 2013 BUDGET.**

The City Council is informed that:

**WHEREAS**, the State of New Mexico, Department of Cultural Affairs, State Library Division announced the award of funding to the Thomas Branigan Memorial Library through the Library Services and Technology Act; and

**WHEREAS**, the Thomas Branigan Memorial Library received notice of an award in the amount of \$6,666.67 as reflected in Exhibit "A"; and

**WHEREAS**, there is a City match requirement of \$740.74 which will come from the Branigan Library's FY 2013 budget; and

**WHEREAS**, these awarded grant funds will be utilized to purchase electronic books and electronic audio services for library patrons use.

**NOW, THEREFORE**, Be it resolved by the governing body of the City of Las Cruces:

**(I)**

**THAT** the City of Las Cruces is authorized to accept the awarded grant funding on behalf of the Thomas Branigan Memorial Library for \$6,666.67 with a \$740.74 local match from the State of New Mexico, Department of Cultural Affairs, State Library Division.

**(II)**

**THAT** the FY 2013 Adopted Budget is hereby adjusted as reflected in Exhibit "B" attached hereto and made a part of this resolution.

(III)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

(SEAL)

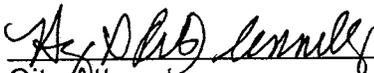
Moved by \_\_\_\_\_

Seconded by \_\_\_\_\_

VOTE:

Mayor Miyagishima:	_____
Councillor Silva:	_____
Councillor Smith:	_____
Councillor Pedroza:	_____
Councillor Small:	_____
Councillor Sorg:	_____
Councillor Thomas:	_____

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

**STATE OF NEW MEXICO  
DEPARTMENT OF CULTURAL AFFAIRS  
STATE LIBRARY DIVISION  
LSTA GRANT AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the Department of Cultural Affairs, State Library Division ("Department" or "State Library") and the **Thomas Brannigan Memorial Library** ("Grantee"). The Effective Date of this Agreement is the date of last signature below.

**RECITALS**

**WHEREAS**, pursuant to the Library Services and Technology Act ("LSTA"), 20 USC CHAPTER 72 § 9141, CFDA: 45.310, and as authorized by § 18-2-4(B) NMSA 1978 and 4.5.6 NMAC, and the New Mexico Legislature in the Laws of 2011 at Chapter 179, Section 4(E)(3), the State Library is making available an LSTA Grant, in accord with the EBook/EAudio Support Grants for Public Libraries Guidelines, to the Grantee pursuant to the terms and conditions of this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

**ARTICLE I. TERM, PROJECT DESCRIPTION, AMOUNT OF GRANT AND EXPENDITURE DATE**

- A. This Agreement shall become effective upon being duly executed by all parties and shall terminate on December 30, 2012, unless terminated earlier pursuant to Article V, Early Termination, below.
- B. The project that is the subject of this Agreement ("Project") is more fully detailed in Attachment A, "Project Description". If the Project Description imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of the Project Description shall prevail, in the event of irreconcilable conflict.
- C. The Project is numbered **LSTA 2011-E2** and the Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, requests for payment and reports.
- D. The amount of the grant is **six thousand six hundred sixty six dollars and sixty seven cents (\$6,666.67)** and the Grantee's total reimbursements shall not exceed this amount. In accepting this grant, Grantee agrees, in addition to fulfilling the terms and conditions of this Agreement, to provide matching funds in the amount of at least **seven hundred forty dollars and seventy four cents (\$ 740.74)**.

E. The Expenditure Date for all Project Funds is September 30, 2012. Project Funds, which include grant funds and matching funds must be “expended” on or before the Expenditure Date or, if applicable, the Early Termination Date, see Article V below, of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to “encumber” the Project Funds on its books on or before the Project’s Expenditure Date or Early Termination Date. Project Funds are “expended” as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Project Funds are *not* “expended” and an “expenditure” has *not* occurred as of the date they are “encumbered” by the Grantee pursuant to a contract or purchase order with a third party.

## **ARTICLE II. LIMITATIONS ON GRANT DISBURSEMENTS**

A. Disbursement of any and all grant funds is expressly conditioned upon the following:

1. Project Funds shall be expended only for the purposes set forth in the Project Description.
2. Expenditure of Project Funds shall be made on or before the Expenditure Date or, if applicable, the date of early termination as described in Article V; and
3. The total amount of reimbursements shall not exceed the amount listed in Article I(D); and
4. Grantee’s expenditures shall be made pursuant to any procurement requirements that Grantee is subject to and as evidenced by binding written obligations or purchase orders with any third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal or real property for the Project (“Third Party Obligations”); and
5. Requests for Payment shall be timely submitted in accordance with the procedures set forth in Article VII; and
6. Unexpended grant funds remaining after the Expenditure Date shall revert to the Department.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

## **ARTICLE III. NOTICE PROVISIONS**

The parties agree that all notices, including written decisions, related to this Agreement shall be sent to each party’s official representative, as listed below, by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party’s actual receipt of the notice or five calendar days after mailing the notice, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation page indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

The parties hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Department: Department of Cultural Affairs, State Library Division  
 Name: Shirley F. Bailey  
 Title: Federal Programs Manager  
 Address: 1209 Camino Carlos Rey  
 Santa Fe, New Mexico, 87507  
 Email: Shirley.Bailey@state.nm.us  
 Telephone: 505-476-9784  
 FAX: 505-476-9761

Grantee: **Thomas Brannigan Memorial Library**  
 Name: Auguie Henry III  
 Address: PO BOX 20000  
 Email: auhenry@las-cruces.org  
 Telephone: (575) 541-2281  
 FAX: (575) 541-2516

#### **ARTICLE IV. EARLY TERMINATION**

A. Early Termination for Cause. If Grantee substantially or materially fails to comply with any term of this Agreement, or applicable Federal or State of New Mexico statute or regulation, the Department may take one or more of the following actions, as it deems appropriate under the circumstances and as allowed by law, by sending Grantee written notice of the action ten (10) days prior to the effective date of the action:

1. Temporarily withhold payments pending correction of the deficiency by the Grantee;
2. Disallow (that is, deny both use of Project Funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate this Agreement;
4. Withhold further awards by the Department for the Project or other projects;
5. Designate the Grantee as being "high risk" and impose special conditions or restrictions on the Grantee in addition to or different from the terms and conditions of this Agreement; or
6. Take other remedies that may be legally available, such as recouping money due the Department from payments that would otherwise be due the Grantee from the State.

In the event of Early Termination by the Department for cause, the Grantee shall immediately suspend entering into new or further written obligations with third parties and the Department shall issue termination management instructions to Grantee concerning such matters as the allowability of costs incurred before and after termination and procedures for submitting reports and final requests for payment.

B. Early Termination for Convenience. This Agreement can be terminated early without cause as follows:

1. By the Department with the consent of the Grantee, in which case the parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
2. By the Grantee upon written notification to the Department, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Department determines, in its sole and absolute discretion, that the remaining portion of the Agreement will not accomplish the purposes for which the award was made, the Department may terminate the Agreement in its entirety, disallow, in whole or part, Project expenditures incurred prior to the termination, and recover from Grantee funds previously provided.

C. **Early Termination Due to Non-Appropriation.** The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, the Congress of the United States, and the Institute for Museum and Library Services, Library Services and Technology Act, Grants to States program (LSTA Grant) for the performance of this Agreement. "Non-appropriate" or "non-appropriation" includes the following actions by the aforementioned entities: de-authorization, re-authorization, repeal, or revocation of a prior appropriation. If a non-appropriation occurs, the Department shall give the Grantee written notice of such and the effective date of the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final.

D. **Allowability of Costs Incurred After Suspension or Termination.** Unless the Department expressly authorizes them in the notice of suspension or termination or subsequently, costs incurred by Grantee during a suspension or after termination of an award are not allowable.

## **ARTICLE V. REPORTS**

### **A. Final Report.**

The Grantee shall submit to the Department a final report for the Project ("Final Report"). The Final Report shall be submitted on the form attached hereto as Attachment B and shall be reviewed by the Department for accuracy and compliance. The Department shall provide Grantee with a minimum of thirty (30) days advance, written notice of any change to the Final Report format or content. The Final Report must be submitted by December 30, 2012, and must be accepted by the Department prior to the reimbursement of any administration fees.

### **B. Requests for Additional Information/Project Inspection.**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article IX, the Department may request such additional information regarding the Project as it deems necessary and may conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as detailed in the request made by the Department. Requests made pursuant to this subparagraph are in addition to and not in lieu of the periodic and final reporting described in the previous subparagraphs of this Article.

## **ARTICLE VI. REQUESTS FOR PAYMENT AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Attachment C. All payments shall be made to the Grantee. Payment requests are subject to the following conditions and/or requirements:

1. The Grantee must submit one original of each Request for Payment.
2. Each Request for Payment must contain the following:
  - a. Proof of payment by the Grantee or liabilities incurred by the Grantee, which may include, but not be limited to, paid or unpaid invoices received by the Grantee showing services rendered by a third party or items of tangible personal property received by the Grantee; and
  - b. A short description of how the services and/or goods were utilized toward implementation of the Project.
3. In cases where the Grantee has submitted a Request for Payment to the Department based upon invoices received but not yet paid by the Grantee, the Grantee shall make payment to that third party contractor(s) or vendor(s) within fifteen (15) calendar days from the date of Grantee's cashing or depositing of the State warrant issued as reimbursement for such unpaid invoices.

B. Deadlines. Requests for Payments shall be submitted by the Grantee no later than:

1. October 26, 2012, for reimbursement of Project Funds (excluding matching funds).
2. Twenty (20) days from date of Early Termination, if applicable.

C. The Department has the right to reject a Request for Payment unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements, the limitations on grant disbursements, and Project conditions and restrictions. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

## **ARTICLE VII. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

A. The Grantee hereby represents and warrants that all of the following general conditions and restrictions are applicable to this Agreement and the Project:

1. The Project Funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
2. The Grantee has the legal authority to receive and expend the Project Funds.

3. This Agreement has been duly authorized by the Grantee and the persons executing this Agreement have the authority to do so and to bind the Grantee.
4. The governing body of the Grantee has duly designated, or adopted or passed as an official act a resolution, motion, or similar action authorizing, the person identified as the official representative of the Grantee to sign and submit Requests for Payment.
5. The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and federal whistleblower laws. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Project, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed as part of this Project.
6. The Grantee certifies, to the best of its knowledge and belief, no funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of this Grant.
7. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found not to be in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

**ARTICLE VIII. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

- A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project Funds, which includes matching funds. The Grantee hereby agree to follow generally accepted accounting principles, and shall provide for such fiscal control and fund accounting procedures as are necessary to assure proper disbursing of, and accounting for, the Project Funds.
- B. For a period of no less than three (3) years following the termination of this Agreement, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, the New Mexico State Auditor, or any applicable agency of the United States, and these agencies, or representatives thereof, shall have the right, within twenty-

four (24) hours of making the request, to examine and inspect, during regular business hours, all of these records of the Grantee for the purpose of investigating and verifying the accuracy of any statement provided by the Grantee. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse any and all amounts found to be improperly expended.

**ARTICLE IX. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

Grantee acknowledges and agrees that Grantee shall include the following non-appropriations clause in all contracts between it and other parties that are funded in whole or part by funds made available under this Agreement and entered into after the effective date of this Agreement:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, the Congress of the United States, and the Institute for Museum and Library Services, Library Services and Technology Act, Grants to States program (LSTA Grant), for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the aforementioned bodies, [Grantee name] may immediately terminate this Agreement by giving [Contractor or Vendor] a written notice of such termination. [Grantee name]'s decision as to whether sufficient appropriations are available shall be accepted by the [Contractor or Vendor] and shall be final. [Contractor or Vendor] hereby waives any rights to assert an impairment of contract, or similar, claim against [Grantee name], the State Library, or the State of New Mexico in the event of early termination of this Agreement by [Grantee name] or the Department.

**ARTICLE X. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

Grantee acknowledges and agrees that Grantee shall include the following termination clause in all contracts that are funded in whole or part by funds made available under this Agreement and entered into after the effective date of this Agreement:

This contract is funded in whole or in part by funds made available under a State Library Grant Agreement. Should the State Library terminate the Grant Agreement early, the [Grantee name] may terminate this contract early by providing contractor or vendor written notice of such termination. In the event of an early termination pursuant to this paragraph, [Grantee name]'s only liability shall be to pay contractor or vendor for acceptable goods delivered and/or acceptable services rendered before the termination date.

**ARTICLE XI. COPYRIGHT**

The State of New Mexico and the Federal Government reserve a non-exclusive license to use and reproduce for governmental purposes, without payment, any tangible material, including copyrighted matter, created for the use or activities of the Project.

**ARTICLE XII. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by all parties hereto.

**ARTICLE XIII. LIABILITY**

No party shall be responsible for liability incurred as a result of another party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, § 41-1-1, *et seq.* NMSA 1978, as amended.

**ARTICLE XIV. ASSIGNMENT**

The Grantee shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Department.

**ARTICLE XV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and the Department concerning the subject matter hereof. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

[THIS SPACE LEFT BLANK INTENTIONALLY]

**IN WITNESS WHEREOF**, the parties have duly executed this Agreement as of the date of execution by the Department.

**GRANTEE**

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

By: Robert L. Garza, P.E.  
(Type or Print Name)

Its: City Manager  
(Type or Print Title)

\_\_\_\_\_  
Date

**NEW MEXICO STATE LIBRARY**

\_\_\_\_\_  
By:

State Librarian

\_\_\_\_\_  
Date

**Attachment A: Project Description**  
**Thomas Brannigan Memorial Library - LSTA 2011-E2**

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

Scope of Work.

The Grantee shall perform the work outlined in the Scope of Work as follows:

1. Through the Grantee's existing contract with EBook/EAudio support vendors, purchase EBook/EAudio products for which the Grantee determines need. Due No Later Than September 30, 2012
2. Submit final request for payment. Due No Later Than October 26, 2012
3. Submit Final Report to the State Library. Due No Later Than December 30, 2012

**Performance measures for Periodic (as data is available) and Final Reports**

The grantee will report on the following:

**Outputs**

1. Total number of EBooks/EAudio products acquired during the project period
2. Percentage increase in EBook/EAudio collection

**Outcomes**

1. How did this project improve the quality of library offering access and overall library service for your community? If possible provide supporting statistics and anecdotes.
2. Is the library providing any new services that were not possible before this project? If so, please describe.
3. Positive and/or negative effects of this grant, e.g., higher library use, highlighted additional staff needs because of increased use, etc.

**Attachment B: Quarterly and Final Report**

<b>Project Title:</b>	<b>Project Number:</b>
<b>Grantee:</b>	<b>Project Director:</b>
<b>Phone Number:</b>	<b>Email:</b>
<b>Time Period Covered by Report:</b>	<b>Number of Persons Served:</b>
<b>LSTA Funds Expended to Date:</b>	<b>Cash Match Expended to Date:</b>
<b>Total Cost:</b>	
<b>Project Purpose:</b>	
<b>Project Activities/Methods:</b>	
<b>Project Outputs:</b>	
<b>Project Outcomes:</b>	
<b>Other Results:</b>	
<b>Anecdotal Info:</b>	

**Attachment C: Payment Request**

**2011 LSTA EBook/EAudio Support Grant  
New Mexico State Library  
Request for Payment**

**Instructions**

1. Must be submitted as local monies are expended
2. Include one original and one copy of each Request for Payment
3. Include supporting documentation
  - a. Invoice or purchase order indicating items purchased or services received
  - b. Proof of payment by the Grantee
  - c. **Proof of payment of match must be indicated on supporting documentation.**
  - d. Supporting documentation for contracted work must include:
    - i. Number of hours worked
    - ii. Tasks completed during those hours

<b>Project Number:</b>	<b>Grantee Remit to Address: (must match address on purchase order)</b>
<b>State of NM Purchase Order #:</b>	
<b>State of NM Vendor #:</b>	
<b>Amount Requested:</b>	
<b>Payment Request Number:</b>	<b>Dates of service:</b>
<b>Authorized Signature:</b>	<b>Date of request:</b>
<b>Print Name:</b>	<b>Email &amp; Phone:</b>

**Provide a short description of how the services and/or goods were utilized toward implementation of the Project:**

Send 1 copy of the Request for Payment and all supporting documentation to:  
 Attn: Shirley F. Bailey  
 New Mexico State Library  
 1209 Camino Carlos Rey  
 Santa Fe, NM 87507



**CITY OF LAS CRUCES  
ADOPTED BUDGET FY 2012/2013**

FUND				
General Fund 1000				
	FY 2011/12 Prelim Actual*	FY 2012/13 Adopted	FY 2012/13 Adjustment	FY 2012/13 Adjusted
<b>BEGINNING BALANCE</b>	\$ 18,384,852	20,878,659	0	20,878,659
<b>REVENUES</b>				
Gross Receipts Taxes	\$ 57,233,614	58,777,000		58,777,000
Property Taxes	9,384,479	9,267,952		9,267,952
Franchise Fees	2,742,399	2,745,315		2,745,315
Administrative Transfers	3,025,777	3,162,186		3,162,186
Police Fines	756,137	921,726		921,726
Permits/Fees/Licenses	149,946	1,276,291		1,276,291
All Other Revenues	6,280,972	5,594,331		5,594,331
<b>TOTAL REVENUES</b>	\$ 79,573,324	81,744,801	0	81,744,801
<b>TOTAL RESOURCES</b>	\$ 97,958,176	102,623,460	0	102,623,460
<b>EXPENDITURES</b>				
Administration	\$ 2,887,616	3,402,107		3,402,107
Community & Cultural Services	5,388,068	5,422,340	741	5,423,081
Community Development	1,390,835	3,030,059		3,030,059
Facilities	0	0		0
Financial Services	2,915,978	3,002,213		3,002,213
Fire	9,015,739	9,548,628		9,548,628
Human Resources	938,140	974,496		974,496
Information Technology	3,072,465	3,851,334		3,851,334
Judicial	1,091,298	1,544,524		1,544,524
Legal	1,081,829	1,344,664		1,344,664
Legislative	750,278	818,628		818,628
Parks & Recreation	8,568,822	9,175,245		9,175,245
Police	19,272,691	20,828,161		20,828,161
Public Works	6,536,672	5,272,969		5,272,969
Transportation	2,624,492	5,108,873		5,108,873
Reserves	1,230,038	2,458,231	0	2,458,231
Transfers	10,877,387	12,180,493	0	12,180,493
<b>Total General Fund Expenditures</b>	\$ 77,642,348	87,962,965	741	87,963,706
<b>Accrual Adjustment</b>	562,831	0	0	0
<b>ENDING BALANCE</b>	\$ 20,878,659	14,660,495	(741)	14,659,754
<b>Required 1/12th Reserve</b>	6,470,196	7,330,247	62	7,330,309
<b>UN-RESERVED ENDING BALANCE</b>	\$ 14,408,463	7,330,248	(803)	7,329,445

\*Projected based on 8 months actual through February 29, 2012 and 4 months projected.

## EXHIBIT "B" CONTINUED

CITY OF LAS CRUCES  
ADOPTED BUDGET FY 2012/2013

<b>General Fund Reserve Section</b>					
		FY 2011/12 Prelim Actual*	FY 2012/13 Adopted	FY 2012/13 Adjustment	FY 2012/13 Adjusted
<b>RESERVES FOR:</b>					
1. Salary Increases:					
610106	Reserve for Blue Collar Bargaining Unit Incr	\$ 0	33,074		33,074
610106	Reserve for Police Bargaining Unit Increases	0	153,784		153,784
610106	Reserve for Fire Bargaining Unit Increases	0	86,829		86,829
610106	Reserve for Non-Represented Increases	0	251,275		251,275
2. Services					
722190	Purchased Services	\$ 173,844	578,589		578,589
722190	City Contribution to Doña Ana Arts Council	40,000	40,000		40,000
722248	Admin Charge - County	77,813	92,680		92,680
722248	Admin Charge - GRT	570,625	728,000		728,000
722310	City Manager Contingency	0	100,000		100,000
3. Payments to Other Government Entities					
772900	Office of Emergency Management	\$ 71,426	70,000		70,000
772900	Council of Governments	22,280	14,000		14,000
4. Payments for Other Government Programs					
772900	Mesilla Valley Econ Development Alliance	\$ 200,000	200,000		200,000
705105	Low Income Utility Assistance Program	74,050	75,000		75,000
705110	Affordable Housing Impact Fee Assistance	0	35,000		35,000
<b>Total Reserves</b>		<b>\$ 1,230,038</b>	<b>2,458,231</b>	<b>0</b>	<b>2,458,231</b>
5. Transfers to Other Funds					
951005	Fund 1005 Engineering Services	\$ (171,966)	785,117		785,117
951010	Fund 1010 Airport Operations	370,000	150,000		150,000
951015	Fund 1015 Permit Services	474,683	0		0
951200	Fund 1200 Vehicle Acquisition	2,004,597	2,082,351		2,082,351
952330	Fund 2440 Prisoner Care	1,500,000	1,500,000		1,500,000
952715	Fund 2715 DLCP (Res 10-041)	50,000	50,000		50,000
953282	Fund 3282 SSGRT Bonds	405,974	1,091,260		1,091,260
953284	Fund 3284 MGRT Improvement Bonds	180,252	196,771		196,771
953810	Fund 3810 Hud Section 108 (MONAS)	46,714	144,020		144,020
954001	Fund 4001 Facilities Imp Reserve (General)	1,334,123	600,000		600,000
954202	Fund 4202 GRT Street Maintenance Fund	26,772	0		0
965920	Fund 5920 Transit	1,333,944	1,383,944		1,383,944
966320	Fund 6320 Employee Health	0	600,000		600,000
966340	Fund 6340 Liability Claims	1,000,000	1,078,000		1,078,000
772900-97410	Fund 7410 MVRDA	1,384,784	1,411,700		1,411,700
772900-97420	Fund 7420 Metro Narcotics	225,543	225,543		225,543
772900-97440	Fund 7440 Animal Service Center	711,967	881,787		881,787
<b>Total Transfers Out</b>		<b>\$ 10,877,387</b>	<b>12,180,493</b>	<b>0</b>	<b>12,180,493</b>
<b>GRAND TOTAL RESERVE SECTION</b>		<b>\$ 12,107,425</b>	<b>14,638,724</b>	<b>0</b>	<b>14,638,724</b>

\*Projected based on 8 months actual through February 29, 2012 and 4 months projected.

## EXHIBIT "B" CONTINUED

CITY OF LAS CRUCES  
ADOPTED BUDGET FY 2012/2013

FUND	DIVISION		FUND TYPE	
State Operating Grants Fund 2760	Various		Special Revenue	
	FY 2011/12 Projected*	FY 2012/13 Adopted	FY 2012/13 Adjustment	FY 2012/13 Adjusted
<b>RESOURCES</b>				
Beginning Balance	\$ 13,600	13,600		13,600
<b>REVENUES</b>				
17001 NM Dept. of Transportation	\$ 0	0		0
20407 NMFA Econ Dev Feasibility Study	0	27,584		27,584
21002 NM State Library Aid 2008	0	0		0
21006 NM State Library Aid 2011	1,528	0		0
21009 Grants -In-Aid Program FY12	0	0		0
21011 State Library-E Books	0	0	6,667	6,667
22005 NM Dept of Humanities	0	0		0
22006 NM Dept. of Cultural Affairs	0	0		0
22009 NM Museum of Art	3,941	0		0
22011 100 Years of Art	6,000	968		968
22012 NM Humanities Council	5,927	0		0
22014 NM Dept of Cultural Affairs	0	6,613		6,613
23003 NM Dept of Health Summer Food	0	0		0
30613 NM Tourism Department Grant	0	0		0
60306 Water Trust Board	0	100,620		100,620
<b>Total Revenues</b>	<b>\$ 17,396</b>	<b>135,785</b>	<b>6,667</b>	<b>142,452</b>
<b>Total Resources</b>	<b>\$ 30,996</b>	<b>149,385</b>	<b>6,667</b>	<b>156,052</b>
<b>EXPENDITURES</b>				
17001 Rideshare Program	\$ 0	0		0
20407 NMFA Econ Dev Feasibility Study	0	27,584		27,584
21002 Branigan Library State Aid	0	0		0
21006 Branigan Library State Aid	1,528	0		0
21009 Grants -In-Aid Program FY12	0	0		0
22005 NM Humanities 2009	0	0		0
22006 New Mexico Arts	0	0		0
22009 NM Museum of Art	3,941	0		0
21011 State Library-E Books	0	0	6,667	6,667
22011 100 Years of Art	6,000	968		968
22012 NM Humanities Council	5,927	0		0
22014 NM Dept of Cultural Affairs	0	6,613		6,613
23003 NM Dept of Health Summer Food	0	0		0
30613 NM Tourism Department Grant	0	0		0
60306 Water Trust Board	0	100,620		100,620
<b>Total Expenditures</b>	<b>\$ 17,396</b>	<b>135,785</b>	<b>6,667</b>	<b>142,452</b>
<b>ENDING BALANCE</b>	<b>\$ 13,600</b>	<b>13,600</b>	<b>0</b>	<b>13,600</b>

\*Projected based on 8 months actual through February 29, 2012 and 4 months projected.