

NEW MEXICO



STATE LIBRARY

November 12, 2019

Library Director,

Enclosed is a fully executed FY20 state grants-in-aid agreement for your records.

This state grants-in-aid allocation helps to supplement the delivery of local library services (see the 4.5.2 NMAC). As these are state funds, all state grants-in-aid money must be spent in its *entirety (down to the last penny)* by **June 30, 2020**. If at any time, there are issues or questions regarding this or what is allowable, etc. please contact me via email or phone. I am happy to discuss and help work through such issues to ensure the allocation is spent timely and appropriately.

This copy of the grant agreement is being sent only to you, the Library Director. PLEASE provide any interested persons with a copy and any other pertinent information regarding the library's FY20 state grants-in-aid allocation.

Thank you.

Sincerely,

State Data Coordinator
New Mexico State Library
Library Development Bureau
Carmelita.Aragon@state.nm.us / 505-476-9740 / 1-800-340-3890

State Grants-in-Aid to Public Libraries Agreement
For FY2020

This Agreement is entered into on the date of last signature, below, by and between the **New Mexico State Library**, hereinafter called **NMSL**, and **Octavia Fellin Public Library**, located in **Gallup, NM**, hereinafter called the Recipient.

WHEREAS, the State Librarian, the division director of NMSL, is required to administer grants-in-aid and encourage local library service and generally promote an effective statewide library system under NMSA 1978, Section 18-2-4;

WHEREAS, Section 18-2-4 also requires the State Librarian to make rules and regulations necessary to administer NMSL and the State Librarian adopted such rules for distributing state grants-in-aid to public libraries, codified as 4.5.2 NMAC; and

WHEREAS, NMSL has determined that Recipient qualifies for a state grant-in-aid under 4.5.2 NMAC.

THEREFORE, the Parties agree to the following terms and conditions:

I. NMSL agrees to pay the Recipient a grant in an amount not to exceed **Fourteen Thousand One Hundred Five Dollars and Seventy Eight Cents (\$14,105.78)** to support Recipient's library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services* as defined in Section 4.5.2.7(B) NMAC.

II. The Recipient agrees to:

1. Use the grant only for library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of *library services*, as those services are defined in 4.5.2.7(B) NMAC;
12. Continue to comply with 4.5.2 NMAC and other statutes and rules applicable to developing libraries or public libraries;
13. Engage in good communication and the exchange of information with NMSL regarding library activities and the grant's use;
14. Expend the grant according to the rules outlined in 4.5.2 NMAC, attached hereto as Attachment A;
15. No later than August 10, 2020, provide NMSL with a report on how the grant was spent as part of the Recipient's annual report for the fiscal year; and
16. Sign and return this Agreement to NMSL within 60 days from receipt of the Agreement, which shall be calculated from the date of postmark or electronic postmark. **If Recipient does not submit this Agreement within the required time period, Recipient forfeits the grant award.**

III. The Laws of New Mexico shall govern this Agreement.

IV. If the parties dispute the terms of this Agreement, the Recipient and NMSL hereby agree to and consent to New Mexico state court jurisdiction to decide the dispute.

V. Termination for Lack of Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by NMSL to the Recipient. NMSL's decision as to whether sufficient appropriations are available shall be accepted by the Recipient and shall be final.

The Recipient by its signature certifies that the Recipient will use the grant money only for the uses specified in this Agreement and will comply with all other applicable requirements of this Agreement.

Signed: Patty Holland Date: 11/12/19

By (print name and title): Patty Holland, CFO Authorized Agent of Recipient

Signed: [Signature] Date: 11/14/19

By: Eli Guinnee, New Mexico State Librarian

- 1. Use the grant only for library collections; library staff salaries; library staff professional development; library equipment; or other operational expenditures associated with delivery of library services, as those services are defined in 4.5.2.7(B) NMAC;
- 12. Comply with 4.5.2 NMAC and other statutes and rules applicable to developing libraries in rural libraries;
- 13. Engage in good communication and the exchange of information with NMSL regarding program activities and the grant's use;
- 14. Expend the grant according to the rules outlined in 4.5.2 NMAC, attached hereto as Attachment A;
- 15. No later than August 10, 2020, provide NMSL with a report on how the grant was spent as part of the Recipient's annual report for the fiscal year; and
- 16. Sign and return this Agreement to NMSL within 60 days from receipt of the Agreement, which shall be calculated from the date of postmark or electronic postmark. If Recipient does not submit this Agreement within the required time period, Recipient forfeits the grant award.
- 18. The Laws of New Mexico shall govern this Agreement.