

AGENDA

GALLUP CITY COUNCIL REGULAR MEETING TUESDAY, JULY 14, 2020; 6:00 P.M.



Louie Bonaguidi, Mayor

Linda Garcia, Councilor, Dist. 1 Michael Schaaf, Councilor, Dist. 2
Yogash Kumar, Councilor, Dist. 3 Fran Palochak, Councilor, Dist. 4

Maryann Ustick, City Manager
Curtis Hayes, City Attorney

PUBLIC NOTICE: In accordance with the public health order issued by the New Mexico Department of Health, the meeting will be physically closed to the public; however, it will be accessible to the public via the following technology service:

Facebook Live stream through the City of Gallup's Facebook Page:
<https://www.facebook.com/CityOfGallup/>

Members of the public may submit comments on non-agenda items toward the end of the meeting. Please call 863-1254 to leave your name and a return phone number.

A. Pledge Of Allegiance

The members of the body and the public are invited to recite the Pledge of Allegiance.

B. Roll Call

C. Certification For The Record Of The Matters Discussed During The Closed Session Of July 14, 2020

D. Approval Of Minutes

Special Meeting of June 18, 2020
Regular Meeting of June 23, 2020

Documents:

[DRAFT MINUTES JUNE 18 2020 SP MTG.PDF](#)

E. Discussion/Action Topics

1. Resolution R2020-21; Authorizing And Approving Submission Of A Completed Application For Financial Assistance And Project Approval To The New Mexico Finance Authority

We are requesting approval of resolution R2020-21 to authorize applying for refunding of GO bonds. This refunding will reduce the payments in the current FY by an estimated amount of \$771,341 which is being done to help balance the anticipated reduction in revenues utilized to pay this debt. We are only restructuring current debt, not adding additional debt at this time.

Fiscal Impact: The restructuring will reduce current year payments by \$771,341 relieving pressure on anticipated limited funding as a result of the pandemic.

Recommendation: Approve resolution R2020-21

Speaker's Name Patty Holland

Documents:

[NMFA APPLICATION RESOLUTION 2020 21.PDF](#)

2. Application For Private Security Guard Business License By Desert Wolf Security Inc.

Desert Wolf Security, Inc. submitted the application and required documentation for the license to the City Clerk. In accordance with Section 3-11-4 of the City Code, the Chief of Police shall determine whether the public convenience and necessity would be served by the issuance of the license applied for and shall certify these findings to the City Council.

Recommendation: The Chief of Police has determined that the public convenience and necessity would be served by the issuance of the license and recommends approval.

Fiscal Impact: None.

Recommendation: See above

Speaker's Name Franklin Boyd, Chief of Police

Documents:

[DESERT WOLF SECURITY INC. -LICENSE APPLICATION_COMPLETE-REDACTED.PDF](#)

3. Gallup MainStreet Arts & Cultural District Memorandum Of Understanding And Professional Services Agreement

Through this Memorandum of Understanding and Professional Services Agreement the Gallup MainStreet Arts & Cultural District will:

1. Maintain a legally compliant 501c3 MainStreet organization to help revitalize and support economic growth within the designated Historic MainStreet in accordance with the New Mexico MainStreet guidelines and objectives.
2. Connect technical assistance and financial resources provided by the New

Mexico MainStreet Program to implement projects under the public-private partnership guidelines established by the biannual MOU.

3. Work closely with the City of Gallup officials, Chamber of Commerce and all organizations, individuals and entities in order to draw on resources to augment the work of its staff and Board to bring projects to completion and meet common goals.
4. Work with and coordinate activities between community civic groups, downtown businesses, financial institutions and the government; forge new and stronger relationships with public and private agencies and the downtown business community to ensure that teamwork is in place and ensure the success of the Gallup MainStreet Program and its initiatives.
5. Provide a qualified, experienced MainStreet Program Executive Director to provide compliance reporting for the Gallup MainStreet Program and help coordinate revitalization projects in the Downtown Historic and Commercial District.
6. Establish committees to design, plan and implement projects that enhance economic development within the Gallup MainStreet District, including but not limited to business development, events, public relations, shop local campaigns, building improvements, facade or curb appeal projects, streetscapes, placemaking and beautification efforts.
7. Work with the City on developing priority projects to include Infrastructure Capital Improvements Plans and seek public funding for public infrastructure projects that support district revitalization.

Recommendation:

Approve the Biennial Memorandum of Understanding (MOU) Extension July 1, 2020 - June 30, 2020, between New Mexico Main Street Program, the City of Gallup and Gallup MainStreet Arts and Cultural District and the Professional Services Agreement with Gallup MainStreet Arts and Cultural District in the amount of \$40,000 for fiscal year 2021.

Fiscal Impact: \$40,000 (No fiscal impact, already budgeted)
Recommendation: See in the summary
Speaker's Name Maryann Ustick

Documents:

[GALLUP -MOU 2020_2022_NMMS SIGNED.PDF](#)
[GALLUP FY21 MS CONTRACT_FINAL-2.PDF](#)
[FY20-GMSACD-ANNUALREPORT-V2.PDF](#)

4. Gallup MainStreet Arts & Cultural District Agreement For Construction Mitigation For Coal Avenue Commons

Through this Professional Services Agreement, the Gallup MainStreet Arts and Cultural District will provide:

1. Communication services to downtown businesses impacted by the Coal Avenue Commons Construction Project.
2. Promotion and marketing of downtown to encourage customers to continue to support downtown businesses during and after construction.
3. Provide assistance, training and other services to businesses to help ensure continuity of operations during project construction.

Recommendation:

Approve Professional Services Agreement with Gallup MainStreet Arts & Cultural District for Construction Mitigation services in the amount of \$50,000 plus

NMGRT for a total of \$54,145.25, during the construction of the Coal Commons Avenue Project.

Fiscal Impact: No financial impact. Construction Mitigation expenses already included in project budget and charged to city's general fund contribution.

Recommendation: See in the summary

Speaker's Name Maryann Ustick

Documents:

[GALLUP MAINSTREET CONSTRUCTION MITIGATION CONTRACT.PDF](#)

5. Approval Of Annual Chamber Of Commerce Contract For Tourism Related Services

This agreement allows for the Gallup McKinley County Chamber of Commerce to continue to maintain and staff a Visitor Information Center within their facility at 106 W Highway 66 and includes funding for the Chamber to provide Advertising and Promotion services with the purpose of attracting visitors and increasing tourism. The contract would take effect at the date of signing and run through June 30, 2021.

Fiscal Impact: Budgeted for the amount of \$85,000. \$50,000 for the visitors center and \$35,000 for destination marketing services.

Recommendation: Approval of the FY21 Chamber of Commerce Contract for Tourism Related Services

Speaker's Name Jennifer Lazarz

Documents:

[CHAMBER CONTRACT FY21.PDF](#)

6. Ratification Of Collective Bargaining Agreement With United Mine Workers Of America (UMWA) Local 2005

The City of Gallup and the UMWA, Local 2005 have reached an agreement on a successor contract. The agreement contains economic provisions for clothing allowances, safety incentives, tool allowances, longevity pay, and health/dental insurance premium cost-sharing, which have been factored into the FY 2021 Budget that City Council has approved. The contract includes an economic wage re-opener in March 2021 which will be brought before City Council, if the parties agree to any wage settlement at that point in time. This is a multi-year contract that will extend into year 2023. The bargaining unit is comprised of non-probationary blue collar-type positions as listed in the *attached* Collective Bargaining Agreement.

Fiscal Impact: No additional budget impacts.

Recommendation: Staff recommends approval of the Collective Bargaining Agreement with UMWA Local #2005

Speaker's Name Klo Abeita, Human Resources Director

Documents:

[GALLUP UMWA FINAL SETTLEMENT SUMMARY JULY2020.PDF](#)
[CITYOFGALLUP-UMWA COLLECTIVE BARGAINING AGREEMENT.PDF](#)

7. Approval Of Agreement With NCI For Detox Administration And Operation And Budget Adjustment

The FY21 NCI Detox Administration and Operations Agreement and budget adjustment for \$835,000.

Fiscal Impact: The Detox Center Administration and Operations Agreement will be funded by the City of Gallup General Fund until the Liquor Excise Tax revenue resolution is signed. A budget adjustment from the General Fund in the amount of \$835,000.

Recommendation: Approval of Agreement for Administration and Operations for the Detox and budget adjustment

Speaker's Name Debra L. Martinez

Documents:

[FY21 GALLUP DETOXIFICATION CENTER LET 7.6.20.PDF](#)

8. Budget Adjustment To Provide For Negotiation Of A New Power Supply Contract

I am bringing this before the Mayor and Council to request a budget adjustment in the amount of \$100,000.00 from available funds in Account No. 507 into Account No. 507-6061-442-45-20. This account being the Contractual Services/ Attorney Fees account. This funding will provide for an effort to develop an RFP, do the proposal analysis, negotiate a Purchase Power Agreement (PPA) and provide support throughout the process for presentations and implementation. This new PPA will support or replace our current contract with Continental Divide Electric Cooperative, Inc. (CDEC) which expires in 2025.

This process will incorporate attaining the additional 5% of renewable energy allowed under the CDEC contract beginning in 2022.

This effort will take approximately 30 months from awarding this work to the firm of Stelzner, Winter, Warburton, Flores and Dawes, P. A., with whom we have a long standing relationship, to the signing of a PPA, and we have only 46 months to the end of the CDEC contract. The work to be accomplished will include and estimated 350 hours by Enchantment Energy Consulting, LLC, a subcontractor to the Stelzner, Winter law firm, and 60 estimated hours of work by Nann Winter of the Stelzner Winter Law firm.

Fiscal Impact: A budget adjustment in the amount of \$100,000.00 from the available cash in Fund 507 into Account No. 507-6061-442-45-20.

Recommendation: Staff recommends approval of this budget adjustment in the amount of \$100,000.00..

Speaker's Name John Wheeler

Documents:

9. Purchase Of Vacuum Reclosers For The Solar Farm Sectionalizing

The purchase of these reclosers is to protect downstream circuit loads from any faults emanating from within the Solar Farm. This was a formal bid process and we only received one bid from Western United of Albuquerque in the amount of \$29,400.00. Adding gross receipts taxes brings the bid price to \$31,843.88.

Fiscal Impact: There is no fiscal impact as there are funds available for this project in Account No. 307-6061-442-48-99, Project No. JU2018 which has a balance of \$119,183.36.

Recommendation: Staff recommends the purchase of these reclosers from Western United

Speaker's Name John Wheeler

Documents:

[BID TABULATION 2014 \(1\).PDF](#)

10. Contract Approval For A System Modeling And Inventory Program

Working in conjunction with Osmose, the pole testing company, Transmission and Distribution Services, LLC (T & D) our contract engineering firm, will include information gleaned from Osmose, as well as on site inspections, to be able to determine the need for additional capacitor banks, transformer loading, wire loading, voltage drops, and determination of sequencing of reclosers and fuses. This project will also give us an accurate inventory of our electric infrastructure. I am requesting a budget adjustment in the amount of \$550,000.00 from enterprise fund 507 to account No. 307-6061-442-45-30.

Fiscal Impact: Budget Adjustment fro enterprise fund 507 into account No. 307-6061-442-45-30 in the amount of \$550,000.00.

Recommendation: Staff recommends approval of this project with T & D Services in the amount of \$550,000.00.

Speaker's Name John Wheeler

11. Joint Use Management Program

I am before the Mayor and Council to ask for a Budget Adjustment from Enterprise fund 507 into Account No.507-6061-442-45-30 Professional Services, in the amount of \$139,630.00 for the purpose of implementing a Pole Attachment Management program. This is a program whereby Osmose (the pole inspection company) will take over management of the COG pole attachment program with all of the attached Communication Company cables. They, Osmose, will inventory all of the pole attachments of every company that has attachments on COG poles and will then assure, after reviewing each company's contract, that each company is paying the city pole attachment fees, franchise fees and any other applicable fees for each attachment. They will also estimate the weight loading capability of each affected pole to insure its' ability to carry everything attached to it. Included in this is a program that works in conjunction with the companies that tracks new and removed attachments. In discussion with Osmose management they assured me that in every instance of working with communication companies, the companies end up paying 60 to 70 percent of the cost of the inventory.

Fiscal Impact: A budget adjustment from Enterprise fund 507 into Professional Services Account No. 507-6061-442-45-30 in

the Amount of \$139,630.00.

Recommendation: Staff recommends the approval of the budget adjustment in the amount of \$139,630.

Speaker's Name John Wheeler

Documents:

[JOINT USE -APPLY-AUDIT-VISION-2020.PDF](#)

12. Supervisory Control And Data Acquisition (SCADA) Improvements

Staff is recommending a complete change out of our current configuration of gathering system data as well as power supply metering information which has been a mess for some time. We currently have to transmit data to out power suppliers over T-1 lines that are sketchy and expensive. This new system will use cell phone technology which is less expensive and more reliable. We desire to switch everything to a sole source provider, Sweitzer Engineering Laboratories, which provide most of the SCADA metering transmissions in the state. PNM is very much in favor of this change as they have experienced a multitude of problems acquiring data under the current system. The cost of this change is going to be \$285,000. An increase in this amount was funded on the CIP for Fiscal Year 2021.

Fiscal Impact: There is no fiscal impact as funding will be provided in CIP project JU1510 in Account No. 307-6061-442-45-30 as FY 2020 is closed and new funding is rolled into FY2021.

Recommendation: Recommend approval of the purchase of SCADA Controls Equipment from Sweitzer Engineering Laboratory.

Speaker's Name John Wheeler

13. Resolution R2020-22; Application For US Bureau Of Reclamation WaterSMART Grant (Announcement BOR-DO-21-F001)

The US Bureau of Reclamation (USBR) has extended the deadline for the WaterSMART Water and Energy Efficiency Grant for Fiscal Year 2021 (Attachment 1) from July 8, 2020 through July 31, 2020.

As the USBR has extended the completion date of the Navajo Gallup Water Supply Project (NGWSP) from December 2024 to November 2027, there may be the need for the City of Gallup to drill two to three ground water wells to ensure its water supply. At a cost of \$2 million to \$3 million per well, these wells will be difficult for the City to fund on its own.

Due to the extension of the NGWSP completion date, the City informed USBR of the need for funding for additional ground water wells. USBR management replied by sending Attachment 1 to City Staff and encouraging the City to apply for funding.

As a result, Staff is compiling an application for the WaterSMART Grant Program (Announcement No. BOR-DO-21-F001) in the total amount of \$2.25 million. City Staff are also researching State of New Mexico funding opportunities to use as a portion of the matchin funds required under this program, so that fiscal impacts to the City are minimized.

Staff requests that Council consider and approve Resolution No. R2020-XXX, which will authorize Staff to apply for funding under the WaterSMART program.

Fiscal Impact: None, at this time.
Recommendation: Staff recommends approval of Resolution R2020-22.
Speaker's Name Dennis Romero

Documents:

[ATTACHMENT 1 - 2021-WEEG-FOA FINAL.PDF](#)
[ATTACHMENT 2 - RESOLUTION R2020-XXX WATER SMART GRANT APPLICATION.PDF](#)

14. **Resolution No. R2020-23; High-Efficiency Water Conservation Incentive Rebates**

The City of Gallup has offered the following rebate programs to its residents:

- High-Efficiency (HE) Toilet and Showerhead Rebate: For City of Gallup Residential or Commercial businesses utility customers- to replace older than 1994 water-guzzling toilets, and showerheads and get a utility bill credit rebate from the city.
 - Residential customers can get:
 - \$100 for the first toilet
 - \$ 75 for the second toilet
 - \$ 50 for the third toilet
 - Commercial customers can get a \$75 utility bill credit for each older than 1994 toilet.
- HE Clothes Washer Rebate: Residents can receive \$100 back when you replace your old top-loading washer with an approved high-efficiency clothes washer (Consortium of Energy Efficiency (CEE) Tier rating of 2 or 3) efficient model.
- Rain Barrel Rebate: By installing a rain barrel to capture rain water, residents can receive a \$30 rebate for two rainbarrels
- Refridgerator Rebate: By trading in a less energy efficient, older refrigerator with a newer (Consortium of Energy Efficiency (CEE) Tier rating of 2 or 3) or Energy Star labeled efficient model, residents can receive a \$30 rebate credit.
- Xeriscaping Rebate: Residents receive a rebate for replacing irrigated turf grass with an approved xeriscape landscape (\$25 for every 100 square feet replaced).

Rebates are granted in the form of utility bill credits, in the total amount of up to \$5,000 per year.

The current rebate program expires this July. If the Council wishes to continue the program, approval via resolution is required.

Fiscal Impact: Up to \$5,000 per year in rebates (deferred revenue / bill credits) may be issued to City of Gallup residents.
Recommendation: Staff recommends approval of Resolution No. R2020-23.
Speaker's Name Dennis Romero

Documents:

[REBATES 2 YR RESOLUTION 7-14-2020.PDF](#)

15. G-80 Water Rights Application - Request For Budget Adjustment

As all protests to the City's 1983 G-80 Water Rights application have been dropped, the City's contract attorneys Stein and Brockmann requested the Office of the State Engineer (OSE) expedite approval of the City of Gallup Permit No. Application No. G-80/SJ-1491 (Attachment 1).

In response to this request, OSE detailed requirements for the City to update its 1983 hydrologic report compiled by John Shomaker and Associates (Attachment 2), so that the OSE Hydrology Bureau Staff would not conduct its own analysis.

As a result, Water and Sanitation Department (WSD) Staff requested cost estimates for this work to be completed this summer (Attachments 3 and 4). The cost estimate for the technical report update is \$39,804.41.

In addition to this report, OSE Staff and Management will require follow on meetings and legal briefs and documents to be submitted in support of the City's unprotested application. In order to cover both legal and technical costs, WSD Staff proposes a budget adjustment from the Water Enterprise Fund of \$80,000 to complete the application process. This budget adjustment would cover costs accrued by Stein and Brockmann and DePauli Engineering/John Shomaker and Associates.

There is currently \$105,547.90 encumbered from Fund 202 for the G-22 Water Rights Application. The G-22 application has been approved by OSE and the permit has been issued. There are follow on tasks detailed in the permit application that will not allow the full amount of the remaining balance to revert to Fund 202.

Rather than ask for additional funding for the G-80 application, Staff proposes the following:

1. A G-80 project be created for tracking costs and expenditures in support of the G-80 water rights application.
2. The current \$105,547.90 balance encumbered from Fund 202 for the G-22 water rights application be split out as follows:
 - o Appropriation of \$80,000 be transferred from the G-22 project to fund the G-80 water rights application.
 - o The remaining \$25,547.90 balance encumbered for G-22 to remain in place to complete tasks required by the OSE G-22 permit.

There is the potential that additional funding will be required for G-22 permit compliance, but as revenue impacts from the COVID-19 pandemic to all City accounts are still being examined, this would allow work to move forward with respect to both G-80 and G-22. If additional funding is required, a request will be made after fund balances have greater clarity.

Recommendation:

Staff recommends approval of budget adjustment and expenditure of up to \$80,000 from existing authorized encumbrances from Fund 202 for the completion of the G-80 water rights application process, as detailed above.

Fiscal Impact: No net impact. Funding to be taken from existing G-22 encumbrance from Fund 202.

Recommendation: Please see above.

Speaker's Name Dennis Romero

Documents:

[ATTACHMENT 1 - 2020-05-29 LTR SEEKING APPROVAL OF UNPROTESTED APPLICATION NO. G-80.PDF](#)
[ATTACHMENT 2 - OSE EMAIL REQUIREMENTS FOR G-80.PDF](#)
[ATTACHMENT 3 - G-80 SJ1491 APPLICATION PROCESS.PDF](#)
[ATTACHMENT 4 - SHOMAKER G-80 PROPOSAL 6-2020.PDF](#)

16. Resolution R2020-20; FY 2021 Clean & Beautiful Grant Award & Budget Adjustment Of Revenue/Expenditures Of \$30,300

The Litter Control and Beautification program, under the State of New Mexico Tourism Department has awarded the City of Gallup a grant in the amount of \$30,300. This "Clean & Beautiful" Grant was awarded to help clean and beautify Gallup with litter clean-up supplies, advertising, recycling supplies, community gardening supplies, to empower youth, and increase the KAB program capacity.

Recommendation:

Staff recommends the Acceptance & Approval of the FY2021 Clean & Beautiful Grant agreement and a budget adjustment of revenue and expenditures in the amount: \$30,300.

The attached grant agreement will terminate on June 30, 2021.

Fiscal Impact: A budget adjustment of revenue and expenditures in the amount of \$30,300 to the FY21 Budget. This funding requires a 25% match, which will be covered by In-kind services in the regular operating budget.

Recommendation: Acceptance & Approval of the FY2021 Keep Gallup Clean & Beautiful Grant agreement

Speaker's Name Elizabeth Barriga, Environmental Program Coordinator

Documents:

[FY2021 NM CLEAN-BEAUT GALLUP CONTRACT 6-4-2020.PDF](#)
[FY2021 C-B GRANT ACCEPTANCE RESOLUTION 6-23-2020.PDF](#)

F. Comments By Public On Non-Agenda Items

The public is invited to comment on matters not appearing on the published meeting agenda.

G. Comments By Mayor And City Councilors

H. Comments By City Manager And City Attorney

I. Motion To Adjourn

Pursuant to the "Open Meetings Act", NMSA 1978, Section 10-15-1 through 10-15-4 of the State of New Mexico, this Agenda was posted at a place freely accessible to the public 72

hours in advance of the scheduled meeting.

Minutes of the Special Meeting of the Gallup City Council, City of Gallup, New Mexico, held at Gallup City Hall, 110 West Aztec Avenue, at 11:00 a.m. on Thursday, June 18, 2020.

The meeting was called to order by Mayor Louie Bonaguidi. He provided instructions to the public viewing the meeting through Facebook Live on how to provide comment regarding Discussion/Action Topic #1.

Upon roll call, the following were present:

Mayor:	Louie Bonaguidi
Councilors:	Linda Garcia Michael Schaaf Yogash Kumar Fran Palochak
Also present:	Maryann Ustick, City Manager Curtis Hayes, City Attorney

Presented to the Mayor and Councilors for their approval were the following Discussion/Action Topics:

1. Request for Street Closure on Coal Avenue Between 2nd and 3rd Streets for a Temporary Street Mural Project to be Held on Friday, June 19, 2020 Beginning at 6:00 P.M. – Kara Smith, Executive Director, Gallup MainStreet/Arts and Cultural District

Ms. Smith presented the request for the street closure for the street mural project. Gallup MainStreet is representing a group of community members who would like to paint a unity mural displaying the message “disarm racism” with a hummingbird figure on Coal Avenue near the downtown walkway. The message will also be translated into different languages in the mural. Local artist Jerry Brown with the help of volunteers will paint the mural in the street. The intention of the date and time for painting the mural is to commemorate Juneteenth. The volunteers will practice social distancing and will wear a mask as they work on the project. The street will be closed to allow the paint to dry overnight and will be reopened at 6:00 a.m. the following day.

Councilor Garcia asked if the group received any negative comments from business owners on Coal Avenue about the project. Ms. Smith said she has not received any negative comments; only positive responses. Discussion followed concerning the assignment of volunteers to work in shifts during the project, the practice of social distancing by the volunteers and the use of masks and hand sanitizer that have been donated to the group.

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Councilor Schaaf said he was contacted by constituents concerned about their ethnic backgrounds not being included in the translation of the message in the mural. Ms. Smith said the languages on the mural are meant to be inclusive of Gallup's diverse and cultural history. She said if anyone feels that a language is missing to send those translations to the group for inclusion on the mural. Ms. Smith also said members of the community may add their translations or messages with the use of chalk.

Ms. Ustick made reference to a revised sketch of the mural and said there will be sketching by the public with the use of chalk in the downtown walkway. Ms. Smith said community members may inscribe the names of victims and additional translations in the downtown walkway as their way to contribute to the project.

Discussion followed concerning the messages to be written on the walkway with chalk. Councilor Garcia asked if people could write something negative about police officers in the walkway. Ms. Smith said they would not encourage people to write negative comments about police officers; however, she was not sure if they could control every message written in the walkway.

Councilor Palochak said she does not feel comfortable with people making disparaging remarks about the police. Discussion followed regarding a previous proposal to inscribe the name of Larry Casuse in the mural and how the proposal may cause hard feelings for some in the community due to an incident involving the kidnapping of the Mayor during the early 1970's.

Mayor Bonaguidi said the mural itself will not have any names inscribed on it. Ms. Smith concurred.

Councilor Garcia expressed her concerns with the word "disarm" in the mural. She recommended the word "stop" with a stop sign or another suitable word. Councilor Garcia also does not support the inclusion of any names on the mural.

Mr. Hayes cautioned the Mayor and Councilors about allowing people to write messages on the walkway with the use of chalk. He said there may be some hateful or racist viewpoints expressed by some people. Chief Franklin Boyd, Gallup Police Department, said police officers will need to be available for the event; either on standby or physically present at the walkway should anything happen.

Ms. Smith said the invitation for community members to mark inscriptions in the walkway is for the entire weekend. There is no set date or time for the public to mark the walkway because the event is not intended to have the presence of people all at one time. Also, the public will need to bring their own chalk since chalk will not be provided by the group.

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Councilor Schaaf said the proposed mural will be temporary since construction on Coal Avenue will begin in approximately two weeks.

Mayor Bonaguidi agreed with Councilor Garcia regarding her concerns with the use of the word “disarm” in the mural. He asked Ms. Smith if the message could be changed to “end racism now.” Ms. Smith said the message “disarm racism” is in solidarity with other communities and brings to mind issues about police brutality and the victims of racism. She also said “disarm” means to disarm people’s initial emotional reactions, to step back and to have dialog with each other in moving forward.

The following members of the public commented on the proposed street mural project via telephone:

Rathika Ramadoss said she is one of the organizers of the project and supports the message of “disarm racism” because it conveys the feelings of the group. She said it takes a lot of effort to end racism since it is persistent and difficult to remove. The message “end racism” is not realistic and seems to be hype to her. She asked the Mayor and Councilors for their approval of the street mural as presented.

Connie Liu also said she is one of the organizers of the project which is supported by diverse members of the community. She spoke in favor of the “disarm racism” message because it has more of an active connotation to it rather than the “end racism” message. She said people are hurting due to the violent acts of racism and people do not talk about it. By inviting people to write messages in chalk allows people to express their hurt feelings and it initiates a dialog about the problem.

Deanna Crask spoke in favor of the “disarm racism” message instead of “stop racism” for the mural. She said people do not pay attention to the word “stop” and the word “disarm” is strong and more powerful. The purpose of the project is to get people’s attention and to start conversations about ways for the community to unite. She said the community needs to heal from all of the bad things that are going on.

Following public comment, Councilor Kumar made the motion to approve the street closure. Seconded by Councilor Palochak. Roll call: Councilors Kumar, Palochak and Mayor Bonaguidi voted yes. Councilors Garcia and Schaaf voted no. Motion carried.

There being no further business, Councilor Schaaf made the motion to adjourn. Seconded by Councilor Palochak. Roll call: Councilors Schaaf, Palochak, Kumar, Garcia and Mayor Bonaguidi all voted yes.

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Louie Bonaguidi, Mayor

ATTEST:

Alfred Abeita II, City Clerk

Minutes of the Regular Meeting of the Gallup City Council, City of Gallup, New Mexico, held at Gallup City Hall, 110 West Aztec Avenue, at 6:00 p.m. on Tuesday, June 23, 2020.

The meeting was called to order by Mayor Louie Bonaguidi. He provided instructions to the public viewing the meeting through Facebook Live on how to provide comment on non-agenda items later in the meeting.

Upon roll call, the following were present:

Mayor:	Louie Bonaguidi
Councilors:	Linda Garcia Michael Schaaf Yogash Kumar Fran Palochak
Also present:	Maryann Ustick, City Manager Curtis Hayes, City Attorney

Presented to the Mayor and Councilors for their approval were the Minutes of the Regular Meeting of June 9, 2020.

Councilor Schaaf said on page 3, under Discussion/Action Topic #4, the Minutes should reflect that the entire Council all voted yes to approve the ordinance repealing the ban on the sale of alcohol at convenience stores.

Councilor Schaaf made the motion to approve the Minutes of the Regular Meeting of June 9, 2020 with the previously stated correction. Seconded by Councilor Kumar. Roll call: Councilors Schaaf, Kumar, Garcia, Palochak and Mayor Bonaguidi all voted yes.

Presented to the Mayor and Councilors for their approval were the following Discussion/Action Topics:

1. Fiscal Year (FY) 2021 Preliminary Budget for McKinley County Metropolitan Dispatch Authority – Georgene Dimas, Director, McKinley County Metropolitan Dispatch Authority

Ms. Dimas provided an overview of the proposed preliminary budget for FY 2021. The budget has been previously approved by the Metro Dispatch Authority Board and the McKinley County Board of Commissioners. Ms. Dimas and Sara Saucedo, County Finance Director, answered questions regarding the sources of revenue for the Metro Dispatch Authority and why the proposed budget has an increase of \$230,000 for the new fiscal year when budgets for other entities have been reduced. Discussion followed concerning the proposed expenses for FY 2021 for the radio maintenance agreement (which was covered by the County Fire Department last year), the roof repair needed for the building and the anticipated loss in gross receipts tax revenue. Anthony Dimas,

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County Manager, said there are left over funds from this year's budget due to the cancelation of travel and a decision was made to include the costs for the radio maintenance agreement under the Metro Dispatch Authority since County and City departments are utilizing the system. Mr. Dimas said the proposed budget is a zero based budget and a cash carry-over of \$230,000 will be used for the budget increase.

Councilor Garcia made the motion to approve the Fiscal Year 2021 Preliminary Budget for the McKinley County Metropolitan Dispatch Authority. Seconded by Councilor Palochak. Roll call: Councilors Garcia, Palochak, Kumar, Schaaf and Mayor Bonaguidi all voted yes.

2. Fiscal Year 2021 Preliminary Budget for McKinley County Adult Detention Center – Tony Boyd, Warden, McKinley County Adult Detention Center

Mr. Boyd provided a brief overview of the proposed preliminary budget for Fiscal Year 2021.

Councilor Palochak made the motion to approve the Fiscal Year 2021 Preliminary Budget for the McKinley County Adult Detention Center. Seconded by Councilor Garcia. Roll call: Councilors Palochak, Garcia, Schaaf, Kumar and Mayor Bonaguidi all voted yes.

3. Approval and Acceptance of the Quarterly Local Liquor Excise Tax Accountability Report for 1st Quarter Calendar Year 2020 – Maura Schanefelt, McKinley County DWI Program Manager

Ms. Schanefelt presented the report which summarizes the use of liquor excise tax funds by local programs and agencies during the quarter. The report is prepared on a calendar year basis to comply with State requirements. Ms. Schanefelt also provided information about the contract services provided by various agencies, including Sexual Assault Services of Northwest New Mexico.

Councilor Schaaf made the motion to approve and accept the Quarterly Local Liquor Excise Tax Accountability Report for 1st Quarter Calendar Year 2020. Seconded by Councilor Palochak. Roll call: Councilors Schaaf, Palochak, Kumar, Garcia and Mayor Bonaguidi all voted yes.

4. Budget Adjustment for Bond Payment – Patty Holland, Chief Financial Officer

Ms. Holland said the Council recently approved a budget adjustment for an early principal payment on the City's Series 2011 General Obligation Bonds. The purpose of the early payment is to utilize funding proceeds to protect the mil levy rate calculation. She recently

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received information regarding the amount of interest that needs to be paid; therefore, she recommended a budget adjustment in the amount of \$4,914 to cover the interest expense.

Councilor Palochak made the motion to approve the budget adjustment in the amount of \$4,914 for the interest payment for the bond. Seconded by Councilor Schaaf. Roll call: Councilors Palochak, Schaaf, Garcia, Kumar and Mayor Bonaguidi all voted yes.

5. Discussion About the Rescheduled Best of the Best Rodeo Event – Jennifer Lazarz, Tourism and Marketing Manager

Ms. Lazarz said on April 28, 2020, the Council voted to cancel the Best of the Best Rodeo, which was originally scheduled for June 2020 and to reschedule the event for dates in August 2020. Circumstances impacting the rodeo have changed over the past month and require Council discussion and action for the event. Such circumstances include: 1) the Governor's Public Health Order has not lifted the limitations on mass gatherings; 2) due to budget cuts, Red Rock Park no longer has adequate staffing to host large events; 3) there is no funding for overtime for City personnel from multiple departments to assist with the operation of the event; and 4) the Lodgers' Tax Fund and General Fund cannot absorb the losses incurred by the possibility of reduced participation over previous years. The current fiscal impact for canceling the event is \$80,231.54, which includes the General Fund loss of \$64,512.39 and Lodgers' Tax expenditures of \$15,719.15. Staff recommends the cancelation of the 2020 Best of the Best Rodeo and a budget adjustment to cover the expenditures in the amount of \$80,231.54.

Councilor Kumar recommended having a cancelation clause in the promotion contract for the future events.

Councilor Kumar made the motion to approve the cancelation of the Best of the Best Rodeo. Seconded by Councilor Palochak. Roll call: Councilors Kumar, Palochak, Garcia, Schaaf and Mayor Bonaguidi all voted yes.

6. Appointments to the Planning and Zoning Commission – Mayor Louie Bonaguidi

Mayor Bonaguidi recommended the re-appointment of Matt Long and the new appointment of Kyle Spolar to the Planning and Zoning Commission.

Councilor Schaaf spoke in favor of the proposed appointments to the Commission. Councilor Schaaf also made the motion to approve the appointments of Matt Long and Kyle Spolar to the Planning and Zoning Commission. Councilor Palochak asked who

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Mr. Spolar will be replacing. Mayor Bonaguidi said Mr. Spolar will be replacing Juliana Dooley. Councilor Palochak commended Ms. Dooley for her work as a Commissioner and thanked her service. Mayor Bonaguidi agreed with Councilor Palochak's comments.

Councilor Palochak seconded the motion made by Councilor Schaaf to appoint Matt Long and Kyle Spolar to the Planning and Zoning Commission. Roll call: Councilors Schaaf, Palochak, Kumar, Garcia and Mayor Bonaguidi all voted yes.

7. Resolution No. R2020-18; Revised Community Development Block Grant (CDBG) Resolution for 2020 Project – Stanley Henderson, Public Works Director

Mr. Henderson said City staff is working with the Northwest New Mexico Council of Governments on a CDGB application for the West Logan Avenue Reconstruction Project, which is due on July 17, 2020. The Mayor and Councilors approved a resolution for the submission of the application at the May 26, 2020 Regular Council Meeting. Since then, staff has received more accurate project costs from the City's on-call engineer and has updated the resolution accordingly. The only changes to the resolution affects the phased project amount and match. The project cost is currently estimated at \$1.56 million. Staff is applying for the maximum CDBG funding of \$750,000, which will require a match from the City in the amount of \$75,000. The potential balance required is \$735,000 to meet the estimated cost of \$1.56 million. Funding for the match and the potential balance is not available at this time.

Councilor Palochak spoke on behalf of the project and stressed the need for the improvements on West Logan Avenue.

Councilor Kumar said the City should come up with the funding for the match and potential balance for the project.

Following discussion, Councilor Palochak made the motion to approve Resolution No. R2020-18; Revised CDBG Resolution for the 2020 Project Selection. Seconded by Councilor Kumar. Roll call: Councilors Palochak, Kumar, Schaaf, Garcia and Mayor Bonaguidi all voted yes.

8. Resolution No. R2020-19; Revised Infrastructure Capital Improvement Plan (ICIP) Resolution for CDBG Funding of the West Logan Avenue Reconstruction Project – Stanley Henderson, Public Works Director

Mr. Henderson said the State has a grading criteria for the CDBG application process and by increasing the priority of the West Logan Avenue Reconstruction Project on the

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City's ICIP, the City will receive additional points and a more favorable project consideration for award. The proposed Resolution will replace the Red Rock Performers Quarters with the West Logan Avenue Reconstruction Project as priority #5 on the ICIP, maintains the Red Rock Performers Quarters as a priority project on the ICIP and it moves all subsequent projects down by one spot.

Councilor Palochak made the motion to approve Resolution No. R2020-19; Revised ICIP Resolution for CDBG Funding of West Logan Avenue Reconstruction Project. Seconded by Councilor Kumar. Roll call: Councilors Palochak, Kumar, Garcia, Schaaf and Mayor Bonaguidi all voted yes.

9. West Logan Avenue Reconstruction Project Design Award – Stanley Henderson, Public Works Director

Mr. Henderson presented a proposal from DePauli Engineering and Surveying (DES) in the amount of \$157,415.11 for the design of the West Logan Avenue Reconstruction Project. DES is also the project engineer for the City's Whole Block Sidewalk Reconstruction Project. Based on discussions with DES, staff is preparing to close out the Whole Block Sidewalk Reconstruction Project in July with the contractor and engineer. The Whole Block Sidewalk Reconstruction Project has a contingency of \$529,000. Of the contingency, staff estimates that \$300,000 will be needed for final quantities settlement with the contractor and \$50,000 will be needed for the final payment to DES. The remaining balance of \$179,000 may be used for the project development of the West Logan Avenue Reconstruction Project. Mr. Henderson recommended the transfer of \$160,000 from the Whole Block Sidewalk Reconstruction Project budget (project #CI1902) to the West Logan Avenue Reconstruction Project budget and to approve the award of the project development design of the West Logan Avenue Reconstruction project to DES in the amount of \$157,415.11 including gross receipts tax. By proceeding with the design of the West Logan Avenue Reconstruction Project, it will strengthen the City's CDBG application for the project.

Councilor Kumar made the motion to approve the West Logan Avenue Reconstruction Project Design Award; to transfer \$160,000 from the Whole Block Sidewalk Reconstruction Project budget (CI1902) to the West Logan Avenue Reconstruction Project budget; and to approve the award of the project development design to DePauli Engineering and Surveying for \$157,415.11 including New Mexico gross receipts tax. Seconded by Councilor Palochak. Roll call: Councilors Kumar, Palochak, Garcia, Schaaf and Mayor Bonaguidi all voted yes.

10. Airport Pavement Preservation Contract Award – Stanley Henderson, Public Works Director

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Mr. Henderson said bids for the pavement preservation of the airport apron were opened on May 26, 2020. With the use of an aerial illustration, he provided an overview of the scope of work to be done, which includes crack sealing, seal coating and new pavement markings on the airport ramp in front of the airport terminal. For the Mayor and Councilors' consideration and approval are the following: 1) New Mexico Department of Transportation (NMDOT) Aviation Grant in the amount of \$8,500; 2) Task Order B from Armstrong Consultants in the amount of \$35,743.13 for the design and construction management; 3) construction award to the apparent low bidder American Airport Maintenance in the amount of \$131,675.51; and 4) a future Federal Aviation Administration (FAA) Grant in the amount of approximately \$153,000. The proposed project is the first phase of a three phase pavement improvement project at the airport.

Councilor Kumar made the motion to approve the Airport Pavement Preservation Contract Award, approve NMDOT's Aviation Grant GUP-20-01 for \$8,500, approve award of Task Order B from Armstrong Consultants for \$35,743.13 including New Mexico gross receipts tax, approve award of construction contract to American Airport Maintenance for \$131,675.51 including New Mexico gross receipts tax and to approve the acceptance of a future FAA grant for \$153,000 or thereabouts. Seconded by Councilor Palochak. Roll call: Councilors Kumar, Palochak, Schaaf, Garcia and Mayor Bonaguidi all voted yes.

11. Resolution No. R2020-17; Resolution for 19-2020 NMDOT Co-Op Funding Extension – Stanley Henderson, Public Works Director

Mr. Henderson presented the proposed resolution requesting a time extension from the NMDOT for its FY 2020 cooperative funding grant. The COVID-19 health emergency has created unforeseen City revenue shortfalls, operation budget reductions and personnel layoffs. As a result, the Street Department does not have the resources to run its annual mill and overlay program this year. The proposed resolution would request a time extension for the co-op grant from December 31, 2020 to December 31, 2021.

Councilor Kumar made the motion to approve Resolution No. R2020-17; Resolution for 19-2020 NMDOT Co-Op Funding Extension and to extend the co-op grant funding from December 31, 2020 to December 31, 2021. Seconded by Councilor Schaaf. Roll call: Councilors Kumar, Schaaf, Garcia, Palochak and Mayor Bonaguidi all voted yes.

12. FAA Coronavirus Aid, Relief and Economic Security (CARES) Act Grant Approval – Stanley Henderson, Public Works Director

Mr. Henderson said as part of the FAA's CARES Act program, the FAA has made \$20,000 available to the City for the Gallup Municipal Airport costs, including operation. Funding will be used for utilities and other allowable operational costs at the airport. Mr.

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Henderson recommended acceptance of the grant and to authorize the City Manager as the City's authorized representative to execute this grant.

Councilor Schaaf made the motion to approve the FAA CARES Act grant in the amount of \$20,000. Councilor Garcia made an amendment to the motion: "and to authorize Maryann Ustick as the City's authorized representative to execute the grant." There was no objection by Councilor Schaaf regarding the amendment. The motion, as amended, was seconded by Councilor Garcia. Roll call: Councilors Schaaf, Garcia, Kumar, Palochak and Mayor Bonaguidi all voted yes.

Comments by Public on Non-Agenda Items

None.

Comments by Mayor and City Councilors

Mayor Bonaguidi on behalf of the City Council presented a Commendation to Stanley Henderson, Executive Director, Public Works Department, honoring him for 25 years of service to the City. Mr. Henderson will retire from City employment at the end of the month. The Mayor and Councilors thanked Mr. Henderson for his service to the City, recognized him for his professionalism and they shared their experiences on how Mr. Henderson provided assistance to them with their projects, programs and constituent concerns. On behalf of the Northside Neighborhood Association, Councilor Garcia presented Mr. Henderson with a card and a silver watch as a token of their appreciation for his service.

Comments by City Manager and City Attorney

Ms. Ustick commended Mr. Henderson for his incredible work ethic and for his ability to get the job done beyond all challenges. Ms. Ustick also provided information on the City's fireworks display, which will be held on the evening of Friday, July 3, 2020. Due to the public health order, citizens are asked to refrain from coming into close contact with one another and to remain in their vehicles.

Mr. Hayes echoed the comments expressed about Mr. Henderson and thanked him for sharing his wealth of knowledge on regulations pertaining to the airport.

There being no further business, Councilor Schaaf made the motion to adjourn. Seconded by Councilor Palochak. Roll call: Councilors Schaaf, Palochak, Garcia, Kumar and Mayor Bonaguidi all voted yes.

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Louie Bonaguidi, Mayor

ATTEST:

Alfred Abeita II, City Clerk

RESOLUTION NO. R2020-21

AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY.

WHEREAS, the City of Gallup, New Mexico (“Governmental Unit”) is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 (“Act”), and the City Council (“Governing Body”) is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority (“Finance Authority”) has instituted a program for financing of projects from the public project revolving fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application (“Application”) for financial assistance from the Finance Authority for public projects; and

WHEREAS, the Governing Body has undertaken a plan to refund the Governmental Unit’s outstanding Gross Receipts Tax Improvement Revenue Bonds, Series 2010A, for the benefit of the Governmental Unit and its residents (the “Project”); and

WHEREAS, the Application prescribed by the Finance Authority has been completed and submitted to the Governing Body and this resolution ratifying and approving submission of the completed Application to the Finance Authority for its consideration and review is required as part of the Application; and

WHEREAS, the Governing Body desires to consider for adoption an ordinance authorizing the execution and delivery of a loan agreement to provide funds for the Project.

NOW THEREFORE, BE IT RESOLVED BY CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF GALLUP, NEW MEXICO:

Section 1. All action (not consistent with the provision hereof) heretofore taken by the Governing Body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved and confirmed.

Section 2. The completed Application submitted to the Governing Body is hereby ratified, approved and confirmed.

Section 3. Authorized officers and employees of the Governmental Unit are hereby directed and requested to submit the completed Application to the Finance Authority for its review, and are further authorized to take such other action as may be requested by the Finance Authority in its consideration and review of the Application and to further proceed with arrangements for financing and undertaking the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

RESOLVED: In session this 14th day of July, 2020.

CITY OF GALLUP, NEW MEXICO

ATTEST:

Al Abeita, City Clerk

Louis Bonaguidi, Mayor

Linda Garcia, City Councilor

Michael Schaaf, City Councilor

Yogash Kumar, City Councilor

Fran Palochak, City Councilor

**CITY OF GALLUP
BUSINESS LICENSE & REGISTRATION APPLICATION**

OFFICE OF THE CITY CLERK
P.O. Box 1270
110 WEST AZTEC AVENUE
GALLUP, NEW MEXICO 87305
T. (505) 863-1254 F. (505) 722-5132

1. Application Date: April 24, 2020

2. Application Type: New
 Change of Location

3. New Mexico Tax Identification (CRS) Number: 

4. DESERT WOLF SECURITY INC DBA _____
Business Name (if different than business name)

5. Type of Ownership: Sole Proprietor Partnership Corporation
 LLC Other _____
(please specify)

6. List Owners, Partners, Corporate Officers, as Applicable: (attach additional pages if necessary)

<u>LARRY J HALL</u>	<u>CEO/OWNER</u>	<u>(505) 859-9851</u>
Name	Title	Telephone #

_____	_____	_____	_____
Name	Title	Address	Telephone #

<u>5353 WYOMING BLVD NE STE 1</u>	<u>ALBUQUERQUE</u>	<u>NM</u>	<u>87109</u>
Physical Address	City	State	Zip Code

<u>5901 WYOMING BLVD NE #J-289</u>	<u>ALBUQUERQUE</u>	<u>NM</u>	<u>87109</u>
Mailing Address	City	State	Zip Code

9. Business location is: Home Based Commercial

10. (505) 859-9841
Telephone Number

11. larry.hall@desertwolfsecurity.com
E-mail Address

12. Type of Business: SECURITY

I AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND CORRECT:

	<u>President/CEO</u>	<u>05.11.2020</u>
Signature	Title	Date



May 11, 2020

City of Gallup Business License & Registration Application
Office of the City Clerk
PO Box 1270
110 West Aztec Ave
Gallup, NM 87305

To Whom it May Concern:

Desert Wolf Security LLC is a Veteran owned company based out of Albuquerque, New Mexico. Our physical address is 5353 Wyoming Blvd. NE Ste 1, Albuquerque, NM 87109. We provide unarmed security services for retail companies, hotel & motels, Auto Dealerships, private and public events. In addition to security services we also offer FBI Fingerprinting Services.

We will not have a physical office located in Gallup and will only be working in the Gallup area on an as needs basis or as our services are requested. We are also interested in submitting our application to become a vendor with the City of Gallup, so that we are eligible to bid for security work.

I, Larry J. Hall am the CEO/Owner of Desert Wolf Security. I reside at 460 Sedillo Rd, Tijeras, NM 87059. I am a retired Captain with the State of New Mexico, Department of Public Safety with 26 years of experience.

I can be reached at (505) 859-9841. Please contact me if you have any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "Larry J. Hall". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

Larry J. Hall, CEO/Owner
Desert Wolf Security

Reminder:

- This license/registration card issued by the department shall at all times be in the possession of and located on the person when working.
- All security guards shall wear this registration card on the **outside** of the guard's uniform so that the card is visible to others.

Private Patrol Operator

THIS IS TO CERTIFY THAT

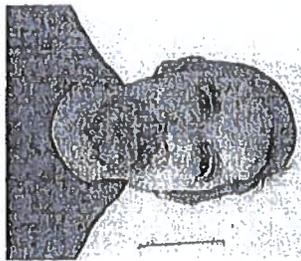
Larry J Hall

is registered by the NM Private Investigators Advisory Board,
in accordance with the provisions of § 61-27B, ET. SEC., NMSA 1978

License/Registration No.	PPO3273	Firearm Certified
Date Issued	01/26/2017	Expiration Date 01/31/2021

The bearer is prohibited by law from using this identification card to give the impression that they are in any way connected with a governmental agency

Marguerite Salazar, Superintendent

Date of Birth	1964			
Height	69"		Weight	165 lbs
Color of Eyes	BROWN		Color of Hair	Brown
Signature	NM PRIVATE INVESTIG			

Private Investigator

THIS IS TO CERTIFY THAT

Larry J Hall

is registered by the NM Private Investigators Advisory Board,
in accordance with the provisions of § 61-27B, ET. SEQ., NMSA 1978

Licenses/Registration No.	P13539	Firearm Certified
Date Issued	05/29/2019	Expiration Date 01/31/2021

The bearer is prohibited by law from using this identification card to give the impression that they are in any way connected with a governmental agency.

Marguerite Salazar, Superintendent

Date of Birth



1964

Height

68"

Weight

165 lbs

Color of Eyes

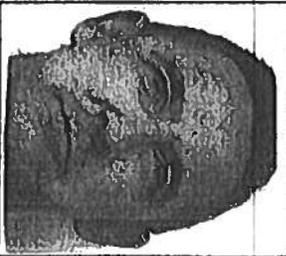
BROWN

Color Hair

BROWN

Signature of Applicant

Larry J Hall



NM PRIVATE INVESTIGATIONS BOARD

THIS IS TO CERTIFY THAT
Desert Wolf Security, INC

Is licensed / registered by the New Mexico Regulation and Licensing Department
 in accordance with provisions of laws in the State of New Mexico

<small>License / Registration No.</small> TPI3559	<small>License / Registration Type</small> Trade Investigator
<small>Issue Date</small> 07/09/2019	<small>Expiration Date</small> 07/31/2021

The bearer is prohibited by law from using this identification card to give the
 impression that they are in any way connected with a governmental agency

Signature of holder:

Desert Wolf Security, INC
 5901 Wynoming Blvd NE Ste. J289
 Albuquerque, NM 87109

Michelle Lujan
 Grisham
 Governor

State of New Mexico



Private Investigations Advisory Board

Regulation and Licensing Department
 PO Box 25101 • Santa Fe, NM 87504 • (505) 476-4622

This is to certify that

Desert Wolf Security, INC #TPI3559

Having complied with the provisions of the New Mexico Private Investigations
 Advisory Board is hereby granted a license to practice as a

Trade Investigator

Issue Date: 07/09/2019 Date Expires: 07/31/2021

THIS LICENSE MUST BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS

THIS IS TO CERTIFY THAT
Desert Wolf Security, Inc.

is licensed / registered by the New Mexico Regulation and Licensing Department
in accordance with provisions of laws in the State of New Mexico

<small>License / Registration No.</small> TPP3302	<small>License / Registration Type</small> Trade PPO
<small>Issue Date</small> 05/17/2017	<small>Expiration Date</small> 05/17/2021

The bearer is prohibited by law from using this identification card to give the
impression that they are in any way connected with a governmental agency

Signature of holder:

Desert Wolf Sécurité, Inc.
5901 Wyoming Blvd NE #J-289
Albuquerque, NM 87109

Michelle Lujan
Grisham
Governor

State of New Mexico
Private Investigations Advisory Board

Regulation and Licensing Department
PO Box 25101 • Santa Fe, NM 87504 • (505) 476-4622

This is to certify that

Desert Wolf Security, Inc. #TPP3302

Having complied with the provisions of the New Mexico Private Investigations
Advisory Board is hereby granted a license to practice as a

Trade PPO

Issue Date: 05/17/2017 Date Expires: 05/17/2021

THIS LICENSE MUST BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT VETERAN BUSINESS CERTIFICATE

Issued to: **DESERT WOLF SECURITY INC**

DBA: **DESERT WOLF SECURITY INC**
5901 WYOMING BLVD NE # J289
ALBUQUERQUE, NM 87109-3838

Expires: **27-Jan-2023**

Certificate Number:

L1825385136



Stephanie Scharadin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE



**NEW MEXICO
MAINSTREET™**
ENGAGE PEOPLE · REBUILD PLACES
REVITALIZE ECONOMIES

Biennial Memorandum of Understanding (MOU)

July 1, 2020 – June 30, 2022

Between

**New Mexico MainStreet Program, The City of Gallup,
and Gallup MainStreet Arts & Cultural District**

The State of New Mexico's Economic Development Department seeks to increase the number of jobs and businesses, sustain and expand existing businesses, mitigate commercial leakage, support local entrepreneurs in start-ups, and improve property values within traditional and historic commercial districts. To that end, it has dedicated resources, professional assistance and services to partnering municipalities and a local nonprofit organization representing stakeholders within the designated commercial district through the New Mexico MainStreet (NMMS), New Mexico Arts & Cultural District (ACD), and Frontier and Native American Communities Initiative programs. The partners of this MOU agree to dedicate collaborative resources, adopt local economic growth and revitalization tools, and establish economic development funding for operations and program implementation to restore economic vitality within the MainStreet economic redevelopment district.

New Mexico MainStreet (NMMS) is a designated "Main Street America Coordinating Program" of the National Main Street Center, Inc. (NMSC), a subsidiary of the National Trust for Historic Preservation. The New Mexico Economic Development Department (NMEDD) is licensed and accredited annually to administer the NMSC's *Main Street Four-Point Approach®* downtown revitalization. It does so through the NMSC's "Economic Transformation Strategies."

The New Mexico MainStreet (NMMS) program is an economic development partnership program with local, eligible communities. The NMEDD, by New Mexico State Statute (New Mexico MainStreet Act 3-60B-1 to 3-60B-4 NMSA 1978, as amended 2013, and the Arts and Cultural District Act 2007), is authorized to select local partners to participate in the New Mexico MainStreet's program based on the standards and principles set forth by the NMSC and when legislative appropriation allows. Local partners (the local revitalization organization and the local governing body), join their resources (human, social and financial) to directly support the economic development of the district.

As a NMSC Main Street America Coordinating Program, NMMS provides local MainStreet organizations and their local government partners with resources, training, and technical services that enhance local culture and heritage, and build the economic vitality of each participating community's downtown, village plaza, town center, courthouse square, historic commercial corridor or traditional neighborhood central business district.

The local government partner (municipal, county or tribal government) financially supports the work of a community economic development partnership within the dedicated MainStreet district for both operations and program

implementation through a service contract with the local, state-designated MainStreet organization. Since the NMMS program and its designation of local partners are established by state statute, and with the understanding that the service contract binds the local MainStreet organization to implementation of economic development projects which have a fair-market value in exchange for funds received, local government partners remain in compliance with anti-donation clause of the New Mexico Constitution.

The local MainStreet organization is an economic development organization comprised of downtown stakeholders, whose programs, projects, and activities enhance the local downtown economy and contribute to the quality of life of its citizens. The organization builds local partnerships to leverage resources and buy-in for the revitalization of the district.

This MOU commits partners to the criteria defined in New Mexico MainStreet Program Guidelines (Attachment 1).

This MOU covers a period of two (2) years beginning July 1, 2020. Once fully executed by all parties on the signature page below, it replaces any previous Letters of Agreement (LOA) or MOU related to the NMMS program of the NMEDD.

I. PARTICIPATION AND COMMITMENT UNDER THIS MEMORANDUM OF UNDERSTANDING

The local Governing body of **the City of Gallup** and **Gallup MainStreet Arts & Cultural District** agree to abide by the eligibility and participation requirements as set forth below. The local governing body's official representative and the steering committee or Board of the local MainStreet organization have read and understand the Accreditation requirements of the NMMS Program and the NMSC's "Accreditation Standards" as set forth in Attachment 1.

II. REQUIREMENTS OF THE LOCAL MAINSTREET ORGANIZATION

- A. Provide community economic growth revitalization services to the property and business owners and residents of the district through the Main Street Four-Point Approach®, and in alignment with the guidelines of the NMSC.
- B. The organization has a fully executed Memorandum of Understanding (MOU) with the Economic Development Department.
- C. The organization has a separate annual contract of services with the local government partner(s) (municipality, county, and/or tribal government) to do community development work within the designated MainStreet and/or ACD district. The organization must supply NMMS with a copy of the executed agreement annually.
- D. Work with the local government partner(s) (municipal, county, or tribal government) to ensure that appropriate financial revitalization tools, created through state statute for economic development (inclusive of any statutory changes), are adopted by the local government partner for the MainStreet District. These tools may include the Local Economic Development Act (LEDA), a Metropolitan Redevelopment Area (MRA), District Master Plan, and/or Cultural Economic Development Plan, and related finance mechanisms, such as Tax Increment Finance District (TIF), a Tax Increment Development District (TIDD) and/or a Business Improvement District (BID).
- E. The organization must maintain compliance with all annual nonprofit registration and reporting requirements of the New Mexico Secretary of State's Corporations Bureau, the New Mexico Attorney General's Office (Charitable Organizations Division) and Internal Revenue Service (IRS). The organization files all compliance and related documents to the NMMS Digital Dashboard.
- F. The organization, in partnership with the local government, maintains the minimum required operating budget relevant to the size of the community, neighborhood or district served (Attachment 1, Table 1).
- G. The organization, if established as an independent corporation, must have a Board of Directors with oversight of the organization's performance.
 - 1) The Board of Directors agrees to raise matching funds for operations per the specifications (Attachment 1, Table 1)

- 2) The organization must maintain an adequate budget to support training for Board members in nonprofit management and leadership and ensure Board attendance requirements are met.
- H. The organization is required to establish three (3) NMMS approved Economic Transformation Strategies (ETS) based on adopted economic development plans for the district, implement the work of the Main Street Four-Point Approach®, and provide evidence of annual progress towards implementation.
- 1) One (1) of the three (3) ETS's should be dedicated to organizational capacity-building activities that directly relates to programs/districts specific economic development goals.
 - 2) The organization is required to have a written work plan adopted by the Board of Directors that reflects projects and activities in each of the Four Points towards realization of outcomes of the three (3) Economic Transformation Strategies.
- I. The organization has adopted, and abides by, the following organizational policies as recommended by the IRS and the New Mexico Attorney General's office:
- 1) Conflict of Interest policy: All members of the Board of Directors or Steering Committee must sign a Conflict of Interest Disclosure statement in accordance with the adopted Conflict of Interest policy,
 - 2) Records and Retention and Destruction policy,
 - 3) Whistleblower Protections policy,
 - 4) Fiscal Controls/Financial Management policy, and
 - 5) Non-discrimination policy.
- J. Upon revision to the local MainStreet organization's operational bylaws and/or amendment of its Articles of Incorporation, the local organization will provide NMMS with updated copies.
- K. The organization hires an Executive Director to oversee day-to-day operations of the nonprofit (see Attachment 1, Table 1), to provide outreach and support to the MainStreet District's constituents, attend required meetings and trainings and support the Board and its committees in implementing the goals, projects, and activities outlined in Board-adopted ETS's.
- 1) The Board of Directors provides the Executive Director with a written job description; an appropriate annual staff work plan based on the organization's annual work plan; and at minimum an annual job performance review.
 - 2) The Board of Directors ensures the Executive Director has an office equipped to conduct the work of the program.
 - 3) The Board of Directors maintains adequate funding for the Executive Director's expenses in building skills knowledge and expertise to assist the organization through the trainings and programs offered by NMMS and the NMSC.
- L. Meet all NMSC Accreditation Standards needed to maintain status as a Main Street America Affiliate or Accredited program. Provide evidence of annual compliance with all programmatic requirements of the NMMS program including legal compliance documents, annual work plans, operating budgets, assessment surveys, progress reporting and adoption of required policies.
- M. The organization agrees to meet all requirements for reporting NMMS reinvestment statistics.
- 1) The organization agrees to submit Quarterly Reports to NMMS as established by the state legislature, tracking performance measures for the program. Reports are submitted according to the following schedule:
 1. The First Quarter Report, July 1 through September 30 is due October 10.
 2. The Second Quarter Report, Oct 1 through December 31 is due January 10
 3. The Third Quarter Report, January 1 through March 31 is due April 10
 4. The Fourth Quarter Report, April 1 through June 30 is due July 10.

- 2) The organization ensures the timely filing of all other reports and surveys required by the NMSC, the State Legislature, the NMEDD, and, where applicable, municipal and governmental partners.
- N. The organization's Staff and Board members participate in an annual NMMS assessment to review organization and staff performance.
- O. The organization will notify NMMS of any changes to contact information for the local program office, Executive Director, Board President, Board Members and Committee Chairs.

III. REQUIREMENTS OF THE LOCAL GOVERNMENT PARTNER – CITY OF GALLUP

The Main Street Four-Point Approach® for comprehensive economic growth and revitalization of historic and traditional commercial neighborhood districts requires a cooperative, working partnership of the public and private sectors to succeed.

With the execution of this MOU, the NMMS program requires each local MainStreet program to have in place an annual resolution of financial support adopted by the local government stating its support and funding commitment to the local MainStreet organization. Each year, the annual resolution by the governing body will need to be approved and delivered to the NMMS office as a condition of receiving services or funding from NMMS. Failure to adopt such resolution of financial support, or to provide the required financial resources, may result in the suspension of the services provided by NMMS and designation of the local organization as “inactive.”

- A. NMMS requires the local government partner to enter into an annual service contract (or similar procurement mechanism in accordance with local policies and standards) for such financial support based on the adopted District Cultural Economic Development Plan, District Master Plan or Metropolitan Redevelopment Area Plan and the ETS, with the local MainStreet organization. Contracts should specify the commitment of resources in accordance with the *New Mexico MainStreet Program Guidelines* (minimum funding contributions by the local government partner are described in Attachment 1, Table 1) and shall include deliverables and/or services relevant to the revitalization of the downtown MainStreet District and/or Arts & Cultural District under the specifications of an adopted Cultural Economic Development Plan, District Master Plan or Metropolitan Redevelopment Area Plan for the District(s) and in alignment with the selected ETS's.
- B. Coordinate planning and implementation of revitalization projects through designated/appointed liaisons (local government Manager, Administrator, or Planning Director).
- C. Where applicable, adopt appropriate ordinances, tools (LEDA, etc.), plans (District Cultural Economic Development Plan, District Master Plan or Metropolitan Redevelopment Area Plan) and include projects on local Infrastructure Capital Improvement Plans (ICIP) to support the district revitalization. The local government partner will dedicate economic development funding to priority economic development projects identified in adopted ordinances, tools, and plans, and agrees to administer state and federal funds with the MainStreet organization partner.
- D. Partner in public infrastructure reinvestment in the district by administering funds in a timely manner, coordinating projects and managing capital outlay or other state or federal funds dedicated to revitalization projects.
- E. Assist the MainStreet and/or Arts & Cultural District organization, where applicable, with collection and dissemination of relevant information, plans and statistics that support the district economic revitalization or reporting to the New Mexico State Legislature through the NMMS program.

IV. REQUIREMENTS OF THE NEW MEXICO MAINSTREET PROGRAM

NMMS, in consideration of financial resources established annually through the New Mexico State Legislature, will provide the following services to designated MainStreet communities (inclusive of the local government partner, local MainStreet organization, and businesses/property owners within the MainStreet district):

- A. Through its staff or contractors, provide technical assistance relevant to the *Main Street Four-Point Approach*® and other commercial district economic growth, revitalization and management topics. Each

local organization may request services from NMMS, through submission of a Service Request Form to the NMMS Director.

- B. Provide trainings, institutes, workshops and conferences to support the community revitalization work of organizations and local government partners, and the professional development of Executive Directors and Board Members, including Executive Director State-Certification.
- C. Conduct an annual Accreditation Review of the local MainStreet organization, a comprehensive assessment of the program's accomplishments under the Main Street Four-Point Approach® with recommendations required of the organization as a State-Designated Revitalization Partner.
- D. Seek, manage and coordinate public resources (capital outlay, public infrastructure or other state/federal funds) and partnership grants for the implementation of local revitalization projects.
- E. Supplies NMSC network membership dues and discounted registration fees for trainings, institutes, workshops and conferences, as funding is available.

V. SUBLICENSES

Designated Main Street America Affiliate and Accredited Programs must sign an annual sublicensing agreement established by the NMSC and implemented through the NMMS State Coordinating Program. The sublicensing agreements establish guidelines for participation and use of Main Street America Logos and Branding.

VI. MAIN STREET AMERICA ACCREDITATION

Consideration for Accreditation by the National Main Street Center (NMSC) applies only to organizations that implement their Economic Transformation Strategies, track and fulfill performance measures, and meet the Standards of Performance established by the NMSC (Attachment 1, Section IV, C).

VII. NONCOMPLIANCE

An organization that is unable to meet its programs requirements, especially organizations with minimum budget and staff salaries, does not maintain its agreements with local government, or does not follow the Main Street Four-Point Approach® may be re-designated and NMMS services may be suspended. The Economic Development Department may also notify programs of termination of the MOU at the New Mexico MainStreet Director's recommendation. Upon cancellation of the MOU, NMMS will no longer provide services to the organization and local government partner and they will be ineligible to apply for NMMS funding opportunities. The organization may be further prohibited from using the Main Street name, a trademark of the National Main Street Center, Inc. Inactive programs must reapply to NMMS for designation through the NMMS Accelerator Process.

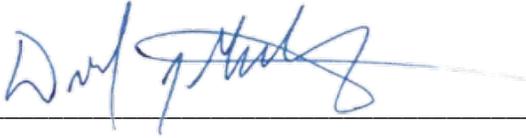
VIII. AGREEMENT

The parties hereunder do mutually agree that they have read and fully understand the obligations and responsibilities in operating as a partner with the New Mexico Economic Development Department's New Mexico MainStreet program as a MainStreet and/or Arts & Cultural District organization with the New Mexico MainStreet Program as stated herein and in Attachment 1 (*New Mexico MainStreet Program Guidelines*) accompanying this MOU. The parties further agree to abide by the terms of this MOU, implementing it to the best of their ability, with the assistance of services and resources (when available) provided through the New Mexico MainStreet program, and in accordance with the Main Street Four-Point Approach® as defined by the National Main Street Center, Inc.

The local MainStreet and/or Arts & Cultural District organization, local government partner and New Mexico MainStreet program hereby mutually agree to support the revitalization of the designated MainStreet and/or Arts & Cultural District under the specifications listed herein and in Attachment 1 (*New Mexico MainStreet Program Guidelines*) accompanying this MOU.

We do hereby sign:

On behalf of New Mexico MainStreet Program, a program of the New Mexico Economic Development Department:



6/30/2020

Director, New Mexico MainStreet Program

Date

On behalf of the Local MainStreet/Arts & Cultural District Organization:

President of Gallup MainStreet Arts & Cultural District

Date

ACD Coordinating Council/Committee/Taskforce Representative, if Applicable

Date

On behalf of the Local Government Partner:

Mayor/Manager/Representative of the City of Gallup

Date

Please enclose the annual resolution of the City Council, County Commission or Tribal Council identifying financial support for the MainStreet organization. Also attach any other working agreements or contracts between the **local governing body** and the **local MainStreet organization**.



**NEW MEXICO
MAINSTREET™**
ENGAGE PEOPLE · REBUILD PLACES
REVITALIZE ECONOMIES

Attachment 1: New Mexico MainStreet Program Guidelines

for July 1, 2020 through June 30, 2022

I. Background

Mission: The New Mexico MainStreet Program fosters economic development in the state by supporting local MainStreet/Arts & Cultural District revitalization organizations and their local government partner in their economic work in downtowns and adjacent neighborhoods. The Program provides resources, education, training and services for asset-based economic growth that builds local knowledge and skills based on the Main Street Four -Point Approach®, which preserves and enhances the built environment, supports district businesses and entrepreneur development, and conserves and interprets local culture and heritage resulting in increased economic vitality of each participating local MainStreet district.

New Mexico MainStreet (NMMS) is a designated “Main Street America Coordinating Program” of the National Main Street Center, Inc. (NMSC), a subsidiary of the National Trust for Historic Preservation. The New Mexico Economic Development Department (NMEDD) is licensed and accredited annually by the NMSC to administer and manage the Main Street Center’s registered trademark revitalization program in New Mexico providing services, resources and technical assistance to help implement the *Main Street Four-Point Approach®* to local organizations.

NMMS is delegated by state statute (Main Street Act, NMSA 1978, 3-60B-1 to 3-60B-4 and the Arts and Cultural District Act, NMSA 1978 15-5A-1 to 15-5A-7 NMSA 1978), and through NMEDD, to assist communities in building capacity in community economic development that creates jobs, supports commercial property owners, mitigates leakage, grows businesses, encourages entrepreneurs, benefits the local economy, and raises the quality of life for its residents. The NMMS program was launched in 1984 and accepted its first designated organizations in 1985. NMMS is responsible for coordinating and orchestrating resources, services, and professional technical assistance to its organizations via several programs and initiatives. For more information, visit the NMMS website: www.nmmainstreet.org.

II. New Mexico MainStreet and Main Street America Designations

Local New Mexico MainStreet programs are established as public-private, community economic development partnership programs dedicated to revitalization and economic growth of traditional and/or historic commercial centers. Local programs are tiered, based on local capacity/development and receive resources, technical assistance and support from NMMS concurrent with their program designation or authorization. Local communities enter the program through an Accelerator process to bring the organization up to full capacity within 18 months. It is an intensive coaching and start-up process in the Four Point Main Street Approach®™. Successfully graduating from the Accelerator Process leads to designation as a National Main Street Center “Main Street America” program and makes the community part of a larger network with a proven track record for celebrating community character, preserving local history, and generating impressive economic returns.

A. Designation as Main Street America Affiliate™ or Accredited™ Program: NMMS, as a licensed and accredited State Coordinating Program, annually awards local MainStreet programs with a Main Street America Affiliate™ or Main Street America Accredited™ designation based on progress in the prior 12 months toward meeting the National Main Street Center's Performance Requirements and Operating Standards (outlined in Section IV, C of this document).

- 1) **Main Street America Affiliate™** status is for revitalization programs that have completed the NMMS Accelerator Process benchmarks and are building their organizational capacity utilizing their Economic Transformation Strategies (ETS) that engage the Main Street Four-Point Approach® to develop their goals and annual implementation plans. Affiliate Programs are building their operational capacity and their programmatic engagement with demonstrable economic performance toward completing goals of the ETS leading to Main Street America Accredited designation.
- 2) **Main Street America Accredited™** status is for programs or organizations that demonstrate success in planning, implementing, and measuring successful Economic Transformation Strategies utilizing the Main Street Four-Point Approach®. Accredited programs have fully engaged Boards, committees or task groups working in all Four Points and a paid Executive Director commensurate with the requirements listed in Table 1 (*Budget and Staffing*) based on the size of the community. Accredited programs establish, monitor and report rigorous outcome performance measurements and document achievement under all Six Standards of Performance established by the National Main Street Center, Inc.

B. Sublicensing Agreements for Main Street America Affiliate and Accredited programs:

- 1) New Mexico MainStreet organizations designated as a Main Street America Affiliate or Accredited program must sign an annual sublicensing agreement established by the NMSC and implemented through the NMMS Coordinating Program.
- 2) The sub-licensing agreements establish guidelines for participation and requisite use of Main Street America Logos and Branding.

C. New Mexico Arts & Cultural District Program and Designation: The Arts & Cultural Districts Program (ACD), was established by the legislature in 2007 and statutorily attached to New Mexico MainStreet, to assist communities in developing their cultural and creative economy resources to create dynamic and economically vibrant districts. The ACD Program is a joint effort of three state agencies, New Mexico MainStreet, New Mexico Arts Division, and Historic Preservation Division (HPD). The NMMS Director, by statute, serves as the ACD Coordinator overseeing the program. The New Mexico Arts Commission authorizes new districts, compounds and institutions based on recommendations from the ACD Coordinator, and HPD administers the NM State Income Tax Credit for Preservation of Cultural Properties that provides a doubling of the available tax credit when a listed property is located within the boundaries of a State-Authorized ACD.

- 1) **Start-Up Arts & Cultural District Designation:** When state resources allow, municipalities, citizens, NMMS Organizations or other nonprofit organizations can apply to NMMS through a competitive application process for ACD Start-Up designation to develop strategies to grow their arts, cultural, and creative economy assets.
 - ACD Start-Up's must complete the ACD Start-Up Performance Benchmarks that includes organizational, financial, planning, and image development modules that build local capacity, develops local arts and cultural assets, and help develop a cohesive and well-recognized Arts & Cultural district with a high concentration of cultural facilities and programs that serve as the main anchors of economic and destination development. A comprehensive outline of the Start-Up process and list of benchmarks is available for download at www.nmmainstreet.org/resource.
- 2) **State-Authorized Arts & Cultural District Designation:** MainStreet Programs that have completed the ACD Start-Up benchmarks, established arts and cultural assets and programming, have a developed, cohesive, easily recognizable District, and have an adopted Cultural Economic

Development Plan can petition the NMMS Director/ACD Coordinator and NM Arts Commission for designation as a State-Authorized Arts & Cultural District.

- State Authorization enables the doubling of the state's historic tax credits (up to \$50,000) for rehabilitation of eligible historic commercial properties listed on the State Register of cultural properties within the district's boundary.
- Enables local MS/ACD program to apply for NMMS Capital Outlay Public Infrastructure projects identified in the adopted Cultural Economic Development Plan.
- Access to Four Point technical assistance to implement arts, cultural, and creative economy projects in the district.
- Will be included in Statewide branding and marketing of the Districts as an arts and cultural destination.
- Through municipal adoption of the Local Economic Development Act (LEDA), qualifying entities under the "cultural facilities" definition can apply for local and state LEDA funds for public/private economic development projects prioritized in the ACD Cultural Economic Development Plan, Master Plan, and/or MRA Plan.
- As funded by the New Mexico Legislature, access to the Department of Cultural Affairs "Arts and Cultural District Fund."

D. *MainStreet programs with Start-Up or State-Authorized Arts & Cultural District (ACD):* In addition to NMMS and National Main Street Operations and Performance Standards (see Section IV. Performance Requirements and Operating Standards), programs with a Start-Up or State-Authorized ACD designation must also meet the following guidelines:

- 1) The organization shall meet all the statutory obligations of the Arts & Cultural District Act (2007).
- 2) The organization shall meet all policy requirements established by the State ACD Council:
 - Quarterly/Semi-Annual Reporting
 - Creative economy benchmarks and performance measures
- 3) The organization shall work with their local government partner to complete an ACD Cultural Economic Development Plan adopted by the local governing body.
- 4) MainStreet programs having chosen and received Start-Up or State Authorized ACD designation shall add, or dedicate at least one of their ETS's to ACD/creative economy work.
 - The ACD Cultural Economic Development Plan will help guide the development of ACD ETS to grow the District's Cultural Economy.
 - Goals of the ETS shall be integrated into the annual work plan and budget of the MainStreet organization.
- 5) Establish and maintain a standing ACD Coordinating Council, Committee, or Taskforce dedicated to implementing ACD/creative economy work:
 - The ACD Coordinating Council Committee, Council, or Taskforce should include artists, artist organizations, and cultural and creative entrepreneurs.
 - The MainStreet Board is responsible for ensuring adequate staffing, resourcing or support to the ACD Coordinating Council, Committee, or Taskforce.
 - With the support of staff, the ACD Coordinating Council, Committee, or Taskforce shall prioritize and implement projects in the Board-adopted ETS's, and in line with the Cultural Economic Development Plan adopted by local government.
 - The Coordinating Council shall contribute to, and participate in the annual performance or accreditation reviews conducted by NMMS.

- 6) ACD staff (and, when possible, ACD Coordinating Council, Committee, or Taskforce members) shall participate in in NMMS trainings, conferences, and institutes.

III. Economic Transformation Strategies and Community Revitalization

The local MainStreet organization is required to set three (3) NMMS-approved Economic Transformation Strategies (ETS) for the District based on one of the adopted economic development plans. Of the three ETS, one should be dedicated to organizational capacity building and is not directly related to specific economic development goals. An annual work plan is developed based on the three (3) ETS. All work in the “Main Street Four-Point Approach®” (Organization, Design, Promotion, and Economic Vitality), should directly support outcomes established under the ETS strategies. Work teams, task forces or committees are established to implement projects that advance each strategy.

The focus of the annual performance review of each local organization will be based on the positive outcomes of the Board and staff in meeting performance metrics in the annual work plan related to each ETS strategy and the engagement of each of the Four Points by the organization in meeting each strategy.

ETS strategies should be concrete, specifically defined, and achievable with the existing resources of the local organization. Local resources include volunteers established as committees/taskforces/work teams, funding, and adopted revitalization and redevelopment tools necessary for successful completion of each of the annual strategies. Requests for NMMS services, resources and support are available to help achieve these annual economic development strategies.

Annual strategies are derived from:

- For **Main Street America Affiliate or Accredited programs, or State Authorized Arts & Cultural Districts:**
 - Adopted District Master Plans, Metropolitan Redevelopment Area Plans, District Cultural Economic Development Plans
- For communities engaged in the **New Mexico MainStreet Accelerator or Arts & Cultural District Start-Up** process:
 - NMMS Readiness Assessment and/or Resource Team Report
 - Other Accelerator or Start-Up benchmarks established by NMMS

Based on designation of the local **MainStreet and/or Arts & Cultural District** organization as a Main Street America Affiliate™, Main Street America Accredited™ program, NMMS will provide professional assistance and support through the Main Street Four-Point Approach® tied to ETS’s and annual work plans via a service request form submitted to NMMS. NMMS will work with the local governing body and the local organization to identify and apply for funding for planning and infrastructure/capital investments within the district identified as priority projects in adopted plans. Priority is given to those MainStreet projects on the Infrastructure Capital Improvement Plans; additional bonus points on competitive applications may also be considered.

IV. Performance Requirements and Operating Standards

A. Requirements for Local MainStreet Organizations

Maintaining a Main Street America Affiliate or Accredited Program can lead to access to additional specialized technical support, incentive programs, and resources, and serves as a pre-requisite to apply for MainStreet Public Infrastructure funds and operations/project funding through NMMS Partners (MFA, NMFA, FundIt, and other federal, state and foundation grantors partnering with NMMS). Maintaining a Main Street America Accredited program also ensures access to scholarships and grants from the New Mexico Resiliency Alliance (NMRA) and it’s funding partners.

New Mexico MainStreet maintains a digital dashboard (www.nmmainstreet.org/dashboard/login.php) to track annual compliance filings and monitor progress toward State Certification and National Accreditation. Local MainStreet organizations are responsible for uploading compliance and other required filings on an annual basis.

A local MainStreet organization designated by NMMS of the NMEDD must meet or exceed the following requirements to maintain its designation:

- 1) *MOU*: The organization has a fully executed Memorandum of Understanding with the Economic Development Department and Local Government Partner.
- 2) *Contract/MOU/LOA with Local Government Partner*: It is required that the local MainStreet organization have a separate annual contract for services with the municipality and/or county to do community economic development work within the designated district, outlining expectations of the municipality and clearly defined deliverables for its financial support of the local MainStreet organization. The organization must provide NMMS with a copy of the executed agreement annually.
- 3) Resolution of Support and Funding by the Local Government Partner (City Council, County or Tribal Commission). Each MainStreet and/or Arts & Cultural District program must have in place a biennial MOU with NMEDD’s NMMS program and the local governing body, along with an annual resolution adopted by the local government partner for the term of the MOU stating its support and funding commitment to the local MainStreet organization. If the resolution is for only the first year of this MOU, then a new resolution by the governing body will need to be approved and delivered to NMMS prior to services from NMMS continuing into the second year of the two-year MOU cycle. Failure to adopt such resolution of financial support, or to provide the operational resources to sustain the Public-Private Partnership, may result in the suspension of the services provided by NMMS. The annual funding commitment required of the local government partner is described in Table 1 below.
- 4) The MainStreet organization is required to engage in fundraising and resource development activities needed to meet the minimum operational budget requirements for a Main Street America Program (Table 1).

Table 1: Budget and staffing requirements for New Mexico MainStreet/Main Street America organizations.

	<i>Rural Community</i>	<i>Small Community</i>	<i>Mid-Size Community or Commercial Neighborhood</i>	<i>Large Community or Urban Program</i>
Population	< 5,000	5,001 - 15,000	15,001 - 50,000	> 50,000
Min. Operating Budget for Main Street America Affiliate program	\$25,000	\$45,000	\$60,000	\$100,000+
Min. Operating Budget for Main Street America Accredited Program	\$40,000	\$60,000		\$100,000+
Required Contribution to local MainStreet program by Local Gov’t Partner	\$20,000	\$35,000	\$40,000	\$60,000
Executive Director Staffing Requirement, MainStreet America Affiliate (hrs/wk)	20	30		
Executive Director Staffing Requirement, Main Street America Accredited program (hrs/wk)	20	40		
NMMS Accelerator and ACD Start-Up process Designate	\$15,000 from local government; no staffing requirement			

*Note: operating at minimum budget/staffing benchmarks is usually not adequate to advance Four Point projects.

B. Participation Requirements for Local MainStreet/ACD Organizations

The MainStreet/Arts & Cultural District Executive Director and/or appropriate staff should attend NMMS Institute trainings as established by the State Coordinating Program to build their skills and knowledge.

1) Requirements for Executive Directors:

- Executive Director must attend the annual NMMS Winter Conference and NMMS Summer Institute.
- The Executive Director must complete the MainStreet Executive Directors Certification Program where they will receive one-time training in MainStreet Fundamentals.
 - Executive Directors wishing to substitute equivalent training courses, or to receive a waiver for previously-attended trainings, must obtain prior written approval from NMMS and proper documentation must be provided when courses are completed.
- An Executive Director must attend a National Main Street Conference within the first two years of employment and at least once every four years to keep up-to-date on the accomplishments and innovations of other MainStreet leaders nationally.
 - The organization, through reimbursement or other schedule of payment, assumes the costs of the Executive Director's participation in all required trainings.

2) Board President/Board Members:

- The local organization Board President is expected to attend one of the following each year: NMMS Winter Conference, NMMS Summer Institute, or national Main Street Now conference.
- The Board President and other Board members shall attend any required Board member trainings established by NMMS.

C. National Main Street Center Standards of Performance

- 1) *Main Street America Accreditation:* Consideration for Accreditation by the National Main Street Center applies only to those local MainStreet organizations implementing their Economic Transformation Strategies, tracking and fulfilling performance measures, and meeting the NMSC Standards of Performance, listed below. A comprehensive listing of the indicators and scoring process is available for download at www.nmmainstreet.org/resource.
 1. Broad-based Community Commitment
 2. Inclusive Leadership & Organizational Capacity
 3. Diverse and Sustainable Funding
 4. Strategy-Driven Programming
 5. Preservation-Based Economic Development
 6. Demonstrated Impact & Result

V. Resources Provided by New Mexico MainStreet:

NMMS is funded through the New Mexico State Legislature and provides a variety of resources to designated communities including access to professional technical assistance, economic growth and revitalization supports, networking, and education as described in the following pages:

A. Technical Assistance Services

Through its staff or contractors, NMMS will provide technical assistance in a variety of subject areas relevant to the *Main Street Four-Point Approach*® and other commercial district economic growth, revitalization and management topics. Each local organization may request on-site, email, and/or telephone consultation(s) from NMMS. Access to Technical Assistance is initiated through submission of a Service Request Form to the NMMS Director/ACD Coordinator. Upon receiving the service request, the NMMS Director/ACD Coordinator will assign the appropriate Revitalization Specialist(s) to coordinate design and delivery of services, on-site visits and/or other communications. Service request forms, along with descriptions of available services are available online at: nmmainstreet.org/resource/programs/.

Technical Assistance services include, but are not limited to:

- **Organization:** Organizational development consultants provide facilitation in strategic planning, visioning and mission statements, work plan development, resource development, leadership and volunteer development, succession planning, nonprofit management, committee training, staff training, and continuous quality improvement of the program.
- **Marketing and Promotion:** Promotion, Marketing and Graphic Design specialists offer assistance with image development and branding, marketing strategies, logo design, promotional and collateral materials development, event planning, visual merchandising, media relationships, online/social media, publicity and advertising.
- **Economic Vitality:** Economists, business, and property development specialists provide technical assistance and training in market analysis, business strengthening and recruitment, real estate development, economic development incentives, revitalization financing tools, placemaking, and program progress and impacts monitoring.
- **Architectural and Design Services:** Architects and Planners provide conceptual design services for façade improvements, floor plans, parking, landscape, signage and interior improvements.
 - a. **Design Intensives:** Specialized, local volunteer-driven, on-site design intensives are offered by the NMMS Design Team through application (when available) to the MainStreet Placemaking, and MainStreet Façade Squad, and other architectural restoration.
- **Planning and Historic Preservation:** Planners and design professionals provide assistance in placemaking, historic preservation, community-based planning processes, streetscape design, vehicular and pedestrian circulation enhancements, parks, way-finding design, district master planning, metropolitan redevelopment plans, urban planning, and zoning.
- **Arts & Cultural/Creative Economy Resources Development:** Cultural Resource consultants, in partnership with staff and consultants from New Mexico Arts, offer technical assistance and services related to protection, development and promotion of arts and cultural resources, cultural facilities and historic properties to enhance the local creative economy supporting cultural entrepreneurs, creative enterprises and industries.

B. Other Resources

New Mexico MainStreet provides a variety of resources and partnerships to assist local communities and organizations with the revitalization of their traditional or historic commercial district. These include:

- **Trainings, Workshops, Conferences, and Institutes:** Annually, NMMS identifies opportunities for intermediate and advanced-level trainings in specific areas of the Main Street Four-Point Approach® to strengthen and build skills for organizational and municipal leaders and partnering organizations.
 - *Annual NMMS Winter Conference and NMMS Summer Institute*
 - Multi-part series on Grant Writing and Nonprofit Fundraising for local MainStreet leaders

- *Online trainings:* NMMS provides webinars, videos or other online training opportunities to build capacity of staff, community leaders and organization volunteers in support of the district economic growth and revitalization.
- *NMMS Executive Director Boot Camp and Certification Program:* Executive Directors seeking to develop a professional career path within MainStreet may apply for the State-Certification program. Upon successful completion of the basic, intermediate and advance trainings, Directors receive status as a State-Certified Executive Director.
- *Marketing:* NMMS and NMEDD provide statewide marketing opportunities for local MainStreet organizations/districts, initiatives and activities through its websites (www.goNM.biz, www.nmmainstreet.org, www.offtheroadnm.org), social media platforms, e-newsletters, and *Choose MainStreet* marketing campaign.
- *Information and Networking:* Through regular email, list serves, mailings, websites and meetings, NMMS provides timely notice on grant and partnership opportunities, guidance on innovative revitalization tools and techniques, and helps with addressing the multiple challenges that arise during the day-to-day course of each local organization's MainStreet efforts.
- *Accreditation Review.* Accreditation by the NMSC recognizes achievement under the Standards of Performance established by the National Main Street Center, Inc. NMMS conducts an annual accreditation review – a comprehensive assessment of the program's accomplishments under the Main Street Four-Point Approach® for the previous calendar year. Participation in the Accreditation review is required and the NMMS Director prepares recommendations for the NMSC in the final quarter of each year, based on the performance of the previous 12 months. Main Street America Accreditation is also contingent upon meeting all compliance requirements listed in preceding sections.
- *National Main Street Network Membership:* The state program pays each local organization's annual network membership fee to the NMSC. Membership benefits include the monthly *Main Street News*, discounted conference and workshop registration fees, access to members-only informational resources on the NMSC website, and member rates on publications.
 - National Main Street Center Conference – Main Street Now: Annually, NMMS provides discounted basic registration for Main Street America Affiliate and Accredited programs to help each Executive Director attend the Main Street Now conference. Local organizations meeting all annual performance standards for Main Street America Accredited programs are also provided one (1) additional discounted basic registration to the NMSC conference for a member of the Board of Directors when funding is available.
- *MainStreet Public Infrastructure Funding:* MainStreet America Affiliate, MainStreet America Accredited, and Arts & Cultural District programs are eligible to apply for NMMS Capital Outlay Public infrastructure funding for priority pedestrian safety upgrades and infrastructure improvements within designated MainStreet Districts
 - NMEDD works with the State Legislature and Governor to appropriate Public Infrastructure funds, which are then awarded on a competitive basis with particular emphasis on construction-ready projects and organizational commitment to leverage such funds for direct economic growth and private sector reinvestment.
- *MainStreet Partnership Grants and Resources:* NMMS works closely with several other state agencies including the Tourism Department, Historic Preservation Division, New Mexico Arts Division, and the Department of Transportation as well as other statewide partnering organizations that share a common vision including the New Mexico Coalition of MainStreet Communities (NMCMSC) and the New Mexico Resiliency Alliance (NMRA).
 - The State Coordinating Program also works with statewide nonprofit and corporate funding partner organizations that provide funding opportunities to local MainStreet/ACD programs to access and coordinate resources for district economic development and revitalization projects.

GALLUP MAINSTREET/ARTS & CULTURAL DISTRICT
AMENDED PROFESSIONAL CONTRACT PROPOSAL AGREEMENT

with the

CITY OF GALLUP, NEW MEXICO

This professional contract proposal ("this Agreement") is effective July 1, 2020, between the City of Gallup, New Mexico, a local government corporation (the "City") whose notice address is 110 W. Aztec, Gallup, New Mexico, 87301, and the Gallup MainStreet Arts & Cultural District corporation (the "Contractor") whose notice address is P.O. Box 6007, Gallup, New Mexico 87305, (collectively, the "Parties").

Gallup MainStreet Arts & Cultural District - Mission and Purpose:

The mission of the Gallup MainStreet Arts & Cultural District is to build partnerships with diverse groups and individuals to revitalize the traditional historic commercial center of Gallup, educate visitors and citizens about the historic and economic wealth of downtown Gallup, enhance the quality of the environment, including buildings, signs and landscape improvements, and develop a positive image that will attract tourism through ongoing community involvement, growth and pride.

I. Scope of Services: Activities Reflecting City Funds

A. Core Services

As part of the year-to-year, recurring Core Services in fulfillment of the roles, responsibilities and expectations identified in the Biannual Memorandum of Understanding executed between the Contractor (Gallup MainStreet Arts & Cultural District), the City of Gallup and the New Mexico MainStreet program (NMMS), the Contractor shall provide unified management and coordination for the revitalization and economic development activities in the historic business district of Gallup in accordance to with the guidelines and expectations of the National Main Street Center and the New Mexico MainStreet Program, State Coordinating body:

1. Maintain a legally-compliant 501c3 MainStreet organization to help revitalize and support economic growth within the designated Historic MainStreet District ("Downtown") in accordance with the New Mexico MainStreet guidelines and objectives.
2. Connect technical assistance and financial resources provided by the New Mexico MainStreet program to implement projects under the public-private partnership guidelines established by the biannual MOU.
3. Work closely with the City's elected officials and professional staff, Chambers of Commerce, and all organizations, individuals, and entities in order to draw on resources to augment the work of its staff and board to bring projects to completion and meet common goals.
4. Work with and coordinate activities between community civic groups, downtown business, financial institutions, and the government; forge new and stronger relationships with public and

private agencies and the downtown business community to ensure that teamwork would be in place for the success of the Gallup MainStreet program and its initiatives.

5. Adopt at least two Economic Transformation Strategies and develop annual work plans for the implementation of revitalization projects in the Gallup MainStreet district.
6. Adopt a Capacity-Building strategy that enhances organizational resources and supports long-term sustainability of the Gallup MainStreet program to engage the public-private partnerships with City government and the New Mexico MainStreet program.
7. Provide a qualified, experienced Main Street Program Executive Director whose duties would be, among others, to provide compliance and reporting documentation for the Gallup MainStreet program and also to help coordinate revitalization projects in the historic commercial district.
8. Ensure adequate organizational progress toward completion of all compliance standards and operating guidelines established by the National Main Street Center and the New Mexico MainStreet program to maintain status as a MainStreet America Accredited Program.
9. Establish committees or taskforces to design, plan and implement projects that enhance economic development within the Gallup MainStreet district, including, but not limited to business development, events, public relations efforts, shop local campaigns, events, building improvements, façade or curb appeal projects, streetscapes, placemaking and beautification efforts.
 - Conduct regular business/property owner visits to support stakeholder engagement and to identify key areas for business development and support
 - Maintain building and property inventories
 - Seek resources for implementation of design, placemaking and beautification projects
 - Work with the City on developing priority projects to include in Infrastructure Capital Improvement Plans and seek public funding for public infrastructure projects that support district revitalization
 - Plan and implement branding, image development and promotion activities in the district
10. Use NMMS reporting tools to track and communicate key statistics of jobs, new businesses, building rehabilitations, and public/private sector investments in the district and serve as an information clearing house for this type of information in the community.

B. Additional Services to be Completed within the Current Fiscal Year

In addition to the Core Services listed above, the Contractor shall complete the following activities in advancing the board-adopted Economic Transformation Strategies:

Transformation Strategy #1: Develop Downtown Gallup into a “commons” that welcomes the community to gather, engage, shop, do business, and experience arts and culture.

Tasks to be completed in FY21:

- a. Support the physical transformation of the downtown into a welcoming space for the community.
- b. Create opportunities for the creation of local art representative of the community.

- c. Facilitate accessible community gatherings centered around arts, culture, and local businesses.
- d. Nurture local entrepreneurs and businesses by providing assistance from inception to expansion.

Transformation Strategy #2: Support local arts, culture, and creative practitioners, endeavors and assets to grow the creative economy of Gallup.

Tasks to be completed in FY21:

- a. Promote arts and cultural assets and creative economy activities in the district.
- b. Build artists into entrepreneurs with trainings, resources, and support.
- c. Create and support opportunities for local visual and performing artists to showcase, perform and demonstrate their art.

Capacity-Building Strategy: Build partnerships and increase fundraising efforts to position GMSACD to expand operations and programs by FY2023.

Tasks to be completed in FY21:

- a. Identify and implement fundraisers to generate additional funds for operations
- b. Build relationships with key partners to ensure maximum efficiency in operations and programs
- c. Maintain compliance with all relevant entities: Federal & State Governments; NMMS; City of Gallup
- d. Ensure GMSACD is maintaining and updating all annual compliance documents

II. COMPENSATION

For services, as described hereinafter, compensation shall be provided as follows:

A. Compensation Generally

- (1) In consideration for the Core and Additional Services listed in Section 1, Scope of Work (above) rendered in FY21, and in compliance with the biannual MOU executed with New Mexico MainStreet, the City shall pay to the Contractor the sum of \$40,000.00. Additionally, the City shall provide office space for the Executive Director.
- (2) In support of the implementation of projects and in fulfillment of the biannual MOU executed with New Mexico MainStreet, the City shall provide the following in-kind services to the Contractor during FY21:
 - Appoint City staff to serve on GMSACD board as ex-officio
 - Participate in coordination and information sharing
 - Provide project management services for downtown infrastructure projects

- (3) For the fiscal year above, the Parties may agree to review and renegotiate the amount of compensation to be paid pursuant to this Agreement and amend this Agreement accordingly. Said review shall occur during the regular budget process for the City.

B. Method of Payment

- (1) The City shall pay Contractor in four equal installments of \$10,000.00 on a quarterly basis of each fiscal year. The City shall provide the initial payment in July with the execution of the contract commencing on July 1, 2020 and upon submission and approval of an invoice for services by the Contractor. Thereafter, the City shall provide subsequent quarterly payments in October, January and April upon submission of invoices and quarterly reports detailing progress with implementation of project deliverables in the previous quarter.

III. TERM OF AGREEMENT

The term of this Agreement shall be for one year, beginning on July 1, 2020 and ending on June 30, 2021 ("Term"), unless terminated pursuant to paragraphs 2, 3, 12, 15, 16 and 17 of Section V below.

IV. TERMINATION

This Agreement may be terminated by either party upon sixty days prior written notice to the other party. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT. *

V. ADDITIONAL SPECIFICATIONS AND TERMS

1. REPORTS AND AUDIT

- A. The Contractor shall maintain full and complete financial records kept in accordance with generally accepted accounting principles, which records shall be available for inspection by the City at reasonable times and upon reasonable notice.
- B. The Contractor shall submit an annual financial statement and progress report to the City designated representative and/or Governing Body of the City as requested.
- C. The Contractor shall maintain, for two (2) years, detailed time records which indicate the dates, time and nature of services rendered. These records shall be subject to inspection by the City and the State Auditor. The City shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the City to recover excessive and/or illegal payments.

2. EVENTS OF DEFAULT

The Contractor shall be deemed to be in default and breach of this Agreement if the Contractor fails to perform the Services of the Contractor under the Agreement.

3. EFFECT OF DEFAULT

In the event of any default, as set forth in the preceding section, the City may terminate this agreement and pursue its remedies at law and equity.

4. INDEMNIFICATION

Contractor indemnifies the City of Gallup against any claims, suits, liens, and judgments of whatever nature, including claims of contribution and/or indemnification, damage to property or other rights of any person or persons, caused by the Contractor.

5. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Governing Body of the City for the performance of this agreement. If sufficient appropriations and authorization are not made by the Governing Body of the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

6. STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Gallup as a result of this Agreement.

7. SUBCONTRACTING

The Contractor 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 City.

8. NO THIRD PARTY BENEFICIARIES

This agreement confers no additional rights or benefits other than those explicitly provided herein to the City and the Contractor; there shall be no third-party beneficiaries assigned in this contract.

9. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

10. RELEASE

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to bind the City in any way unless the Contractor has expressed written authority to do so, and then only within the strict limits described herein.

11. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the City, however information provided to the City may be subject to disclosure under the New Mexico Inspection of Public Records Act.

12. CONFLICT OF INTEREST

The contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-17 NMSA 1978, regarding contracting with a public officer or City employee have been followed.

13. MERGER

This Agreement incorporates all of the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this Agreement. No prior agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

14. NOTICE

The Procurements Code, Sections 13-1-28 through 12-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

15. EQUAL OPPORTUNITY AND NONDISCRIMINATION COMPLIANCE

The Contractor agrees to abide by all federal and state laws, rule, regulations and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity and non-discrimination.

16. WORKER'S COMPENSATION COMPLIANCE

The Contractor agrees to comply with the state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, the City reserves the right to terminate this Agreement.

17. APPLICABLE LAWS

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Gallup.

18. AMENDMENT

This agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this ____ day of _____ 2020.

CITY:

City of Gallup

CONTRACTOR:

Gallup MainStreet Arts & Cultural District
A New Mexico Non-Profit Corporation

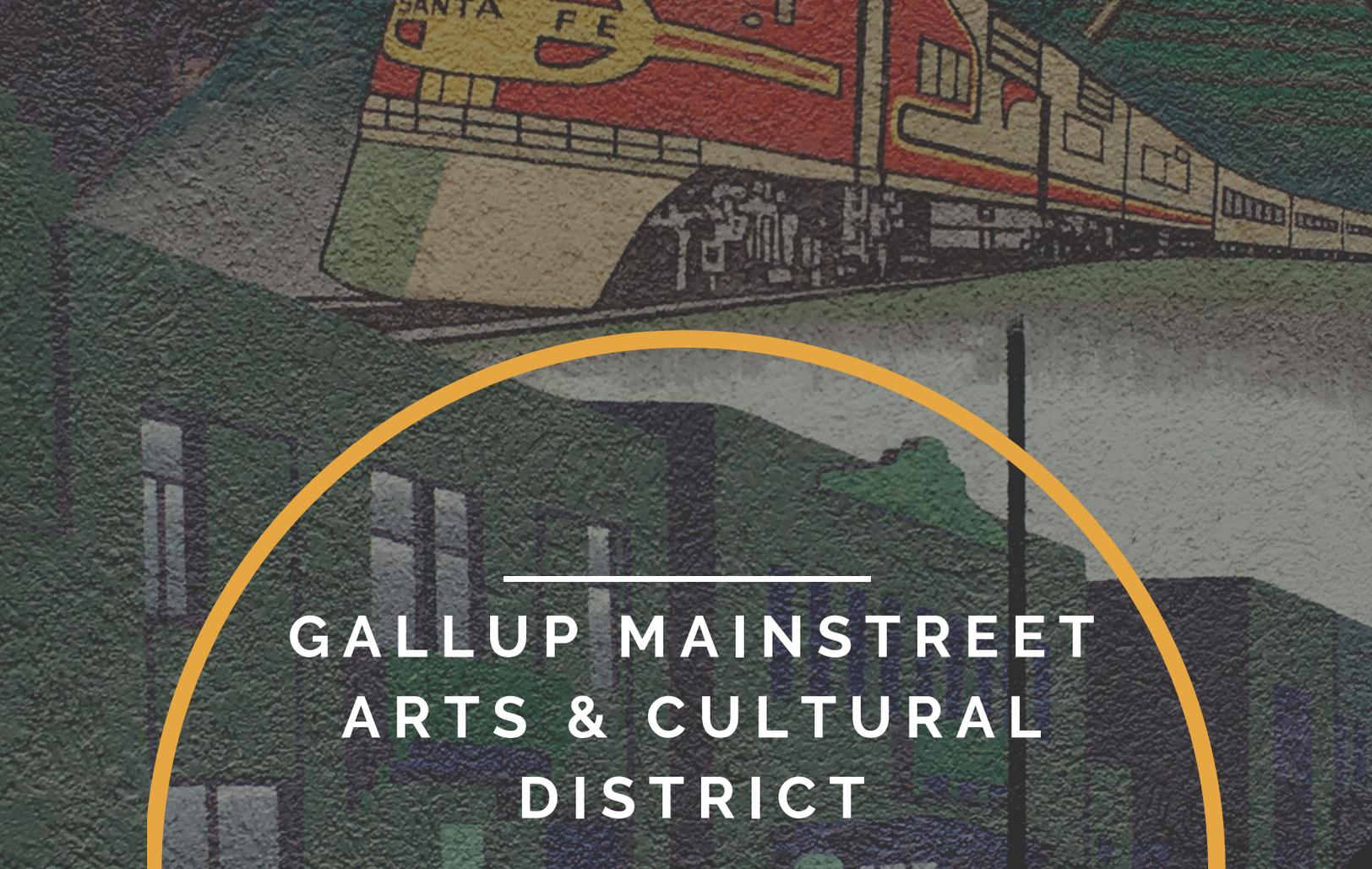
By _____
Maryann Ustick, City Manager
City of Gallup

By _____
Emerald Tanner, President
Board of Directors
Gallup MainStreet Arts & Cultural District

ATTEST:

Alfred Abeita, City Clerk
City of Gallup

Kara Smith, Executive Director
Gallup MainStreet Arts & Cultural District



**GALLUP MAINSTREET
ARTS & CULTURAL
DISTRICT**

ANNUAL REPORT

FY20



DOWNTOWN, TOGETHER

Kara Q. Smith, Executive Director

At our core, Gallup MainStreet Arts & Cultural District (GMSACD) is an organization designed to be flexible and responsive, able to identify and leverage community assets as tools for sustainable (and thoughtful) growth of our downtown economy during any set of circumstances. To help our community overcome the multitude of challenges COVID-19 continues to present, these core aspects of our work will continue to be crucial components enabling our organization to innovatively approach resiliency and recovery, even as things shift. But we can't do it alone.

What are these assets that inform the work we do? There are many economic advantages that are the foundation of our downtown district: our arts and cultural resources; our historic buildings and structures that have weathered many an economic storm; and, our people—our business owners, artists, workers, and residents. In particular, the amazing (and already resilient) folks who operate the small businesses in our downtown district are the heartbeat of our existence and it is essential that we help them sustain their operations while simultaneously working together to plan ahead for a vibrant and bustling Downtown Gallup.

First, we must focus on resiliency. The foundations of resilience can already be seen in downtown businesses who have quickly shifted operations to meet different needs of their patrons, or have found new ways to offer their services and deliver support to our community. Current key initiatives include: Building a virtual downtown shopping marketplace; Offering grants and workshops to businesses; and getting creative with how we promote downtown safely.

Second, though holding equal weight to resiliency, we must focus on recovery. This falls into several categories of initiatives that GMSACD has currently prioritized: Expanded business and entrepreneur support; Coal Avenue Commons construction mitigation; expanded programming and promotion of downtown to build business and pride.

Ultimately, the success of all of the work we are undertaking in response to COVID-19 and to help think ahead for Downtown Gallup depends on our greatest asset: our community. Skill-sharing, survey taking, partnerships, event participation, collaboration: these are the tools that underscore resiliency and our collective success in recovery. Together, we got this.

Our Partners



**CITY OF
GALLUP**



Thank you

YEAR IN REVIEW

\$800,000 raised for Coal Avenue Commons construction

\$23,000 project grants received for FY20 programs

\$49,600 project grants received for FY21 programs

\$46,000 NPS funds for historic facade improvements

\$7,500 granted to small businesses for COVID-19 relief

\$1,600 received for FY20 program sponsorships

100+ small business visits + meetings

50+ community + partner meetings

20 community programs with partners

10 entrepreneur boot camp graduates

3 new murals

2 board planning retreats

615 new Facebook followers

548 new Instagram followers

100+ promotions of downtown businesses + programs

16 media articles on GMSACD initiatives

National recognition for Gallup:

1 of 20 national communities selected for the 2020 Levitt AMP [YOUR CITY] Grant Award

1 of 3 communities in New Mexico selected for the National Main Street Facade Improvement Grant Program

1 of 8 national communities selected for the Grills Fund for Main Street Revitalization Grant.



COMMUNITY REINVESTMENT

Our accreditation through our state coordinating network, New Mexico MainStreet, brings priceless and crucial free services that bolster the capacity of our organization, and provide direct assistance to business owners and community members. Below is the market value of some of these services from FY20.

Board training, organizational consulting	\$10,500
Small business support assistance	\$3,000
Brand development + marketing	\$6,000

Grants received thanks to New Mexico MainStreet accreditation:

Capital Outlay (Nov 2019)	\$800,000
New Mexico Resiliency Alliance (Jul 2019)	\$8,000
New Mexico Resiliency Alliance (May 2020).	\$7,000



We are excited to work with partners and funders to bring these initiatives to our community in FY21:

- Coal Avenue Commons construction mitigation, feat. arts projects, marketing, and a new + improved downtown experience
- 10 FREE community concerts for Levitt AMP Gallup Music Series
- Expanded services and opportunities for small businesses + entrepreneurs
- A refreshed organizational brand + downtown merchandise!



GMSACD BOARD MEMBERS

Without them, our work wouldn't be possible!

Emerald Tanner, President + Secretary

Mark Horn, Vice President

Tiffany Benson, Treasurer

Rhonda Quintana

Carol Sarath

Mary Walker

Brandon Howe, ex-officio

Maryann Ustick, ex-officio

GMSACD Board + Staff would like to thank and acknowledge Louie Bonaguidi and Evan Williams for their years of service as board members; their impact is lasting.

Gallup MainStreet Arts & Cultural District

PO Box 6007, Gallup, NM 87305

505-879-0366

director@gallupumainstreet.org

www.gallupmainstreet.org



@gallupmainstreet

**Gallup MainStreet Arts & Cultural District
PROFESSIONAL SERVICES AGREEMENT
For Coal Avenue Commons Construction Mitigation**

This professional service agreement ("this Agreement") is effective July 1, 2020, between the City of Gallup, New Mexico, a municipal corporation (the "City") whose notice address is 110 W. Aztec Avenue, Gallup, New Mexico, 87301, and Gallup MainStreet Arts & Cultural District. (the "Contractor") whose notice address is P. O. Box 6007, Gallup, New Mexico 87305, (collectively the "Parties").

Mission and Purpose:

The mission of Gallup MainStreet Arts & Cultural District is to build partnerships with diverse groups and individuals to revitalize the traditional historic commercial center of Gallup, educate visitors and citizens about the historic and economic wealth of downtown Gallup, enhance the quality of the environment, including buildings, signs and landscape improvements, and develop a positive image that will attract tourism through ongoing community involvement, growth and pride.

As part of its mission and in support of the New Mexico MainStreet Capital Outlay Grant for the Coal Avenue Commons Street Project, Gallup MainStreet Arts & Cultural District will provide Construction Mitigation and Communication Services to the City of Gallup as outlines in the Scope of Services.

SCOPE OF SERVICES

Gallup MainStreet Arts and Cultural District will provide the following construction mitigation services for the Coal Avenue Commons Project during the term of this contract:

- Liaise with contractor, City Project Manager and other city departments as needed in regards to construction schedule and impact, including scheduling weekly meetings;
- Utilize New Mexico MainStreet technical assistance services to augment construction mitigation services to businesses as needed;
- Develop and Implement Coal Avenue Commons Communication Plan:
 - Produce and distribute information about the project to downtown businesses
 - Communicate one on one with businesses in construction zone, including regularly scheduled information meetings and newsletter/written messaging
 - Create a “downtown is open” marketing campaign to inform the public about the construction project
 - Produce physical signage to help direct visitors to businesses and display information about the construction project at the construction site
- Provide assistance, training and other services to businesses to help ensure continuity of operations during project construction.
- Encourage building façade improvements in Construction Zone: Work with New Mexico MainStreet to promote façade improvement program and services to businesses in the construction zone to encourage low-cost options to update/refresh their storefronts.
- Provide documentation and reporting on project updates.

COMPENSATION

For Basic Services, as described hereinafter, compensation shall be provided as follows:

A. Compensation Generally

1. In consideration of agreement executed between the City and the Contractor and in exchange for services rendered as specified in the scope of work above, the City shall pay to the Contractor the sum of \$50,000 (plus NMGRT of \$4,156.25) for a total of \$54,156.25 during fiscal year 2021.

B. Method of Payment

1. The City shall pay Contractor in monthly installments of \$4,513.02. The Contractor shall submit an invoice at the end of each calendar month with the final payment due on or before June 30, 2021. The City shall pay the Contractor within 30 days of receiving the invoice.

TERM OF AGREEMENT

The term of this Agreement shall be for one year, beginning on, July 1, 2020 and ending on ,June 30, 2021 or upon expenditure of the full amount of the appropriated funds, whichever occurs first, unless supplemented by additional funds, and extended as herein provided.

TERMINATION

- A. This Agreement may be amended or terminated at any time by the written agreement of both parties.
- B. This agreement may be terminated by either party upon written notice delivered to the other at least (30) days prior to the intended date of termination. Termination by the City does not nullify the obligation to reimburse the Contractor for all services provided prior to termination.

STATUS OF CONTRACTOR

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Gallup as a result of this Agreement.

SUBCONTRACTING

The Contractor may not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

NO THIRD PARTY BENEFICIARIES

The provisions of this Agreement are for the sole benefit of the Parties and it is not intended to confer and will not be construed as conferring any rights to any Third Party (including any third party beneficiary rights).

AMENDMENT

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

SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the scope of services described above. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. And no subsequent agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated by way of amendment as described above.

SEVERABILITY

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of this _____ day of July, 2020.

City of Gallup:

Gallup MainStreet Arts & Cultural District:

Maryann Ustick, City Manager

Kara Smith, Executive Director

Attest:

Alfred Abeita II, City Clerk

CONTRACTURAL SERVICES AGREEMENT

This Agreement is entered into effective July ____, 2020, by and between the City of Gallup, a New Mexico municipal corporation (hereafter “City”), and the Gallup McKinley Chamber of Commerce, Inc., a New Mexico non-profit corporation (hereafter “Chamber”).

1. FUNDING

The terms of this Agreement are contingent upon sufficient Lodgers’ Tax monies being made available by the City of Gallup for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City of Gallup, this Agreement shall terminate upon written notice being given by the City to the Chamber. The City in its sole discretion will determine if sufficient appropriations are available for funding and its decision shall be accepted by the Chamber and shall be final.

For services, as described in Article 3, funding will be computed as follows:

- 1.1 Commencing on July ____, 2020, the City agrees throughout the term of this Agreement to pay the Chamber in the amounts set out below.
 - a) Payments will be as follows:
 - August 3, 2020 \$42,500
 - January 20, 2020 \$42,500

- 1.2 The \$85,000 between City and Chamber and broken out as follows:
 - a) \$35,000 for advertising and promotional services
 - b) \$50,000 for operation of the year-round Visitor Information Center

- 1.3 The Chamber agrees to use \$35,000 for advertising, publicizing, and promotion of tourist-related attractions, facilities, and events (including expenditures for administration, salaries, and other indicated expenses), in strict compliance with the terms of this Agreement and requirements of the Lodger’s Tax Ordinance. The Chamber will submit a report in May of 2021 detailing the complete expenditures of these funds. They may in no way be used for operations of the Visitors Center or Chamber business unrelated to the advertising, publicizing, and promotion of the City.

- 1.4 All performance by the City under this Agreement is subject to available funding and revenues from the City’s Lodger’s Tax and is subject to budget approval of the City Council of the City of Gallup.

2. TERM OF AGREEMENT

This Agreement shall be effective on July ____, 2020, and shall continue until June 30, 2021, unless otherwise terminated as herein provided.

3. SERVICES

- 3.1. ADVERTISING AND PROMOTION: Chamber shall promptly and diligently perform all services required by this Agreement, including the services described in this Article. Chamber shall perform all advertising, printing, publication, and other promotional practices as customarily used for securing tourism and conventions for the City of Gallup. Chamber shall make such expenditures for administration, salaries, and other incidental expenses associated with the above.
- 3.2. VISTORS' CENTER: Chamber shall provide a visitor information center, year around, within the Chamber's facility at 106 West Highway 66 and will provide the initial meet and greet liaison interface for walk-up tourists, phone inquiries, internet requests and other tourist related information for Gallup and the surrounding area. The visitors' center will also collect zip code and email data from visiting guests and submit a report in May of 2021 with the annual data to the City of Gallup Tourism and Marketing Manager.
- 3.3. REPORT TO COUNCIL The Chamber shall provide a year-end report to Mayor and Council at a council meeting in May of 2021, or at such other time designated by the City.

4. USE OF TAX

The Chamber shall use Lodger's Tax funds only for the purposes authorized by the state law and the City Lodger's Tax Ordinance, and shall use no Lodger's Tax monies or other resources to advertise or promote any private business or interest.

5. BUDGET

The Chamber agrees to prepare and submit a detailed annual report to the City's designated representative by May of 2021.

6. REPORTS AND RECORDS

- 6.1. The Chamber shall submit to the City Manager, Tourism and Marketing Manager, and City Finance department an accounting of funds received and expended by the Chamber with regard to the duration of this contract, both budgeted and actual, by July 30, 2021.
- 6.2. The Chamber shall keep or cause to keep true, accurate, and complete records of all revenue and expenses associated with this Agreement, which records shall be available to the City without unreasonable delay and without expense, and the Chamber agrees that the City shall have the right through its duly authorized agents or representatives to examine all pertinent records at any and all reasonable times for the purpose of determining the accuracy thereof and of the reports required to be made to the City pursuant to this paragraph.

6.3. The Chamber shall submit to the City all other reports as may be required by State law, the City's Lodgers' Tax Ordinance, or as may be requested from time to time by the City Manager or designee.

7. INDEPENDENT CONTRACTOR

Neither the Chamber nor any of the Chamber's employees are considered to be employees of the City of Gallup for any purpose whatsoever. Chamber is considered as an independent contractor at all times in the performance of the services described in Article 3.

8. TERMINATION FOR CAUSE

If through any cause Chamber fails to fulfill in a timely and proper manner its obligations under this Agreement, or if Chamber violates any of the covenants, terms, or stipulations of this Agreement, the City may order Chamber in writing to stop services or any portion of them until the violation has been corrected. If Chamber fails to correct the violation within fifteen (15) days of the date of mailing of the written notice, City shall have the right to terminate this Agreement. The Chamber, and its contractors, shall continue to be entitled to receive just and equitable compensation for any work satisfactorily completed up to the time of termination.

9. TERMINATION FOR CONVENIENCE OF THE CITY

Notwithstanding the provisions of Article 11, the City may terminate this Agreement at any time by giving at least ninety (90) days written notice to the Chamber. City will reimburse Chamber for all documented out-of-pocket expenses incurred up to the date of termination of this Agreement.

10. DISCRIMINATION PROHIBITED

In performing the required services, Chamber shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

11. ASSIGNMENT

The Chamber may not assign any interest in this Agreement, and may not subcontract for any services required by this Agreement, without first receiving the written consent of City.

12. INDEMNIFICATION

Chamber agrees to protect, defend, indemnify, and hold harmless City and its officials, agents, and employees from and against any and all liability, damages, claims, suits, liens and judgments, of whatever nature, including claims for contributions and/or indemnification for injuries to or death of any person or person, or damage to the property or other rights of any person, caused by the negligent or intentional acts or omissions of

Chamber or its agents, servants, or employees. Chamber further agrees to protect, defend, indemnify and hold harmless the City and its officials, agents, and employees from and against any and all claims for liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of Chamber, or any claims, causes of action, or legal proceedings against Chamber arising out of contract, tort, prima facie tort, or any violation of federal or state constitutions or laws.

13. INSURANCE

Chamber agrees to secure general comprehensive liability insurance coverage against claims arising for personal injury, medical expenses, property damage, and constitutional or statutory claims in an amount not less than limits of liability for claims against governmental entities as set forth in the New Mexico Tort Claims Act, N.M. Stat. Ann. §§41-4-1 to -27 (Repl. 1996), as that statute now reads or may be amended, and to name City as an additional insured under the terms of such policy or policies of insurance. Chamber shall, upon reasonable notice, provide City with copies of all applicable insurance policies.

14. NOTICE AND REQUESTS

All notices and requests that are required to be given in connection with this Agreement shall be given to the respective parties in writing and shall be deemed to be given as of the day such notice or request is deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

City of Gallup
City Manager
P.O. Box 1270
Gallup, NM 87305-1270

Gallup McKinley Chamber of Commerce
P.O. Box 600
Gallup, New Mexico 87301

15. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.

16. CONFLICT OF INTEREST

The Chamber certifies that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

17. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services expended or rendered directly or indirectly under this Agreement shall be used to promote any political activity prohibited by federal, state, or local law, or to further the election or defeat of any candidate for public office.

18. ENTIRE AGREEMENT

This Agreement constitutes the full and complete Agreement between the parties, supersedes any prior written Agreement, and may be amended only in writing. No verbal Agreement or conversation with any employee of the City before, during, or after the execution of this Agreement shall affect or modify any of the terms or obligations herein contained.

19. GOVERNING LAW

This Agreement shall be interpreted according to the laws of the State of New Mexico and ordinances and regulations of the City of Gallup. Any legal proceeding to interpret or enforce this Agreement shall be instituted only in the McKinley County District Court of the 11th Judicial District.

SIGNED AND APPROVED this ____ day of July, 2020

CITY OF GALLUP

By _____
Louie Bonaguidi, Mayor

Attest: _____
Alfred Abeita, City Clerk

**GALLUP MCKINLEY COUNTY
CHAMBER OF COMMERCE, INC.**

By: _____
President, Chamber of Commerce

Attest: _____
Secretary, Chamber of Commerce

SETTLEMENT SUMMARY

City of Gallup – UMWA Successor Agreement

There is a total of 28 different Articles in the collective bargaining agreement between the UMWA and the City. As a result of negotiations, 16 of those Articles remain unchanged with the parties agreeing to keep current language. The Articles that have changes are as follows;

1. **ARTICLE I – PARTIES TO THE AGREEMENT** (Changed the UMWA Local number to 2005)
2. **ARTICLE II – RECOGNITION**
 - a. **Section C. Privatization and Contracting Out** (Corrected two typos)
 - b. **Section G. Term of Agreement** (Agreed to a three-year contract with a reopener for wage rates in March of 2021)
3. **ARTICLE IV – UNION RIGHTS**
 - a. **Section E. Leave for Union Business** (Union officials may leave work upon request with less than 24hrs notice if they have an emergency. Management constitutes what is an emergency).
4. **ARTICLE V – COMMUNICATION BETWEEN THE PARTIES** (Changed from monthly meetings to at dates, times and locations mutually agreed upon)
5. **ARTICLE VI – DUES DEDUCTION**
 - a. **Section B. Hold Harmless** (Changed the word “Section” to “Article” to correct a reference in the text)
6. **ARTICLE IX – GRIEVANCE AND ARBITRATION PROCEDURE**
 - D. STEPS
 - Step 2. To improve communication on grievances that involve the interpretation of the contract, the grievance form must have an attached narrative in letter format detailing how grievant believes the contract was violated.
 - Step 3. If Union wants witnesses at the grievance with the City Manager the union must notify the witnesses.
 - F. MISCELLANEOUS
 2. Union may request additional representatives to be present for training purposes but they are only allowed at the discretion of management.
7. **ARTICLE X – PERSONNEL FILES**
 - a. **Section D. Content of Personnel File** (In order to comply with public records requirements, the parties may not purge a file as a settlement. Instead, **A copy of a grievance settlement will be attached to any document contained in the personnel file that is the subject of the grievance.**
8. **ARTICLE XII – JOB TITLE** (Deleted language regarding implementing an Electric Lineman Apprentice Program because it has been implemented).

SETTLEMENT SUMMARY

City of Gallup – UMWA Successor Agreement

9. ARTICLE XIV – HEALTH & SAFETY

Section A. Safe, Healthy, and Harmonious Work Place (Committee will meet at dates, times and locations to discuss health and safety issues of mutual concern.

Instead of monthly

10. ARTICLE XXII-ON CALL DUTY/ PAY (Changed the words “Stand by” to “On call” in order to be consistent.

11. ARTICLE XXIII-HEALTH INSURANCE (During the term of this agreement the City will pay ~~70%~~ **80%** of the health insurance premium).

12. ARTICLE XXVIII – COMPENSATION SUMMARY: There shall be no pay increases during the *first year* of this Agreement, however negotiations may be reopened in the month of March 2021 by either party on the limited issue of wage rates.

Bargaining Unit Job Titles:

Changed the names of two job titles to comply with changes in state law and council action.

Added Electric Lineman Apprentice because of the implementation of the Apprenticeship Program

COLLECTIVE BARGAINING AGREEMENT

Between

INTERNATIONAL UNION UNITED MINE WORKERS OF AMERICA

and

CITY OF GALLUP

Date: _____TBA_____

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PREAMBLE

The International Union, United Mine Workers of America (UMWA), recognizes the mission, goals and obligations of the City of Gallup as a provider of quality services to the citizens of the City of Gallup. The Employers, the Union, and the bargaining unit Employees, agree to continue the delivery of quality services.

All dealings between the parties will occur in an atmosphere of professionalism and mutual respect. The parties will apply the terms of this agreement in accordance with the intent and meaning of the Agreement.

The purpose of this Agreement is to identify and protect the rights and interests of the parties, to provide terms and conditions of employment for the bargaining unit employees, to establish methods for adjustment of differences, which may arise between the parties, and to ensure the delivery of quality services.

ARTICLE I – PARTIES TO THE AGREEMENT

This Agreement is made and entered into by and between the City of Gallup (hereinafter referred to as the “Employer”), and the International Union Mine Workers of America, (hereinafter referred to as the “Union”), pursuant to the City of Gallup Labor Management Relations Ordinance.

This Agreement applies only to non-probationary, regular, full time, UMWA Local **2005** bargaining unit employees and shall not apply to employee positions, classifications or work outside those classifications recognized specifically in this agreement. “Employee” means only those bargaining unit individuals eligible to join this Union and recognized in the list of employee classifications contained in this Agreement.

ARTICLE II – RECOGNITION

Section A. Non-Discrimination

The Parties shall not practice nor tolerate discrimination against employees through employment practices including but not limited to recruitment, hiring, training, education, reassignment and promotion on the basis of race, color, religion, sex, ancestry, ethnicity, national origin, political affiliation and/or union activity.

The Parties shall not intimidate, restrain, coerce or retaliate against employees as a result of filing a complaint, grievance, prohibited practice or testifying against the employer or the Union.

Section B. Common Language Required

The parties recognize that uniform and continuous communication is vital to workplace harmony and safety; therefore, the parties agree that communication at the workplace shall be of a language understood by all in the workplace vicinity. Communication during breaks and times away from the job site shall be at the individual’s discretion.

Section C. Privatization and Contracting Out

The Parties recognize and agree that it is the responsibility and obligation of the governing body as elected representative of the citizens of the City of Gallup to determine what services will be provided, and by what method or source those services are delivered.

Should the governing body decide to contract out work **that** will result in the layoff of bargaining **unit** employees then at least twenty (20) working days prior to the implementation of

such contract, the City will notify the Union and afford the Union the opportunity to provide written and oral input regarding alternatives.

Section D. Negotiation for Successor Agreement

Negotiations for successor agreement shall be initiated by either party submitting a written notice in the opposite party requesting the commencement of negotiations. The notice shall be sent no earlier than one hundred twenty (120) calendar days and not later than sixty (60) calendar days prior to the Agreement termination date.

During the negotiation period (the opening of negotiations to the completion of negotiations with a settlement), the Employer shall not discuss any issue, which is a subject of negotiations with bargaining unit employees for the purpose of influencing negotiations.

The Union or bargaining unit employees shall not discuss any issue, which is subject of negotiations with the City elected officials for the purpose of influencing negotiations. All negotiations shall be conducted at the negotiating table between the identified negotiating teams.

Section E. Complete Agreement

The Parties agree that each party has negotiated on all negotiable issues identified for negotiations and such negotiations have led to the Agreement and no additional negotiations will be conducted on any item, whether contained herein or not, except by mutual agreement. This is a complete and only Agreement between the parties.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities; therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and without qualification waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

This language shall not be interpreted to prohibit the Union from filing a grievance if there is a specific violation of the Agreement nor shall it prohibit the parties from raising any issue in the negotiations for a successor Agreement.

Section F. Severability

If any provisions of the Agreement or application thereof are found to be contrary to law, such applications or provisions shall be in effect only to the extent permitted by law. All other provisions of the agreement shall continue in full force and in effect.

Section G. Term of Agreement

This agreement is subject to an annual appropriation of funds by the City Council. Should the governing body fail to appropriate sufficient funds to implement subsequent years of this Agreement, either party may reopen negotiations on the whole economic package for the unfunded year.

The terms and conditions of this Agreement shall continue in full force and effect, commencing the first day of the second full pay period following the date of this contract being fully executed and terminating on 12:00 Midnight **three** years thereafter. In the month of **March 2021**

either party may reopen negotiations on the limited issue of wage rates. Any agreement for the following year will have an effective date no earlier than the anniversary date of this Agreement.

Section H. No Strike/Lockout

As provided in Section 18 of the Gallup Ordinance C2008-I; No employee or labor organization shall engage in a strike. No employee labor organization shall cause, instigate, encourage or support a strike. The employer shall not cause, instigate or participate in any employee lockout. Employees involved in a strike shall be considered insubordinate which shall be considered “just cause” for termination of employment.

Section I. Bargaining Unit Eligibility.

New Employees hired after the effective date of this Agreement and upon the satisfactory completion of the initial six (6) months probationary period employed in job title within identified classification identified in Appendix B, will be considered part of this bargaining unit.

Section J. Printing and Distribution

The Union will print sufficient copies for each member of the bargaining unit.

ARTICLE III – MANAGEMENT RIGHTS

It is recognized by the parties that the supervision of all employees, the assignment of all employees, the management of all City Divisions, and the management of all City facilities is the responsibility of the Employer. Management retains all rights not specifically limited by this Agreement.

Unless limited by the provisions of this Agreement, Management’s rights shall include but not be limited to the following:

- A. To direct and supervise all operations, functions, and the work of the Employees;
- B. To determine the place to report for work, to determine the methods, processes, and manner of performing the work;
- C. To authorize all personnel transactions such as: to hire, lay-off, promote, demote, assign, re-assign, transfer, discipline, discharge or terminate employees;
- D. To determine what, by whom, and when services will be provided to the citizens;
- E. To determine staffing requirements, create, abolish and reallocate positions, or to eliminate or reorganize work units;
- F. To establish and revise schedules of work;
- G To establish, revise, and implement standards for hiring and promoting employees;
- H. To assign shifts, work days, hours of work and work locations;
- I. To designate, assign, and re-assign all work duties;
- J. To determine the need for additional positions and the qualifications of new employees, and to determine the qualifications for and/or the qualifications of employees considered for transfer and/or promotion;
- K. To evaluate and judge the skill, ability, efficiency, and general work performance of employees;
- L. To take actions, as necessary, to carry out the mission of the employer in emergencies;
- M. To retain all rights concerning management and operations of the activities of the City of Gallup not specifically prohibited by a collective bargaining agreement Said rights include, but are not limited to, personnel matters and staffing of functions, compensation, benefits, and terms and conditions of employment;
- N. To determine the allocation of available funds to activities of the organization, including establishing funding for personnel costs, operating expenses and capital outlay;

- O. Direct the work of, hire, promote, assign, transfer, demote, suspend, discharge, or terminate public employees;
- P. Determine qualifications for employment and the nature and content of personnel examinations;
- Q. The employer (management) retains all rights not specifically limited by a collective bargaining agreement.
- R. These rights shall not be diminished or subjugated by any expressed or implied duty to bargain.

ARTICLE IV – UNION RIGHTS

Section A. Election of Officers and Committee Persons

Upon the election of local union officers and committee persons, the Local Union will notify the Employer, in writing of the names of such officers and committee persons. Committee persons shall not conduct union business on city paid time.

Section B. Union Business

Authorized Local, District or International Union Representative will be permitted reasonable access to City facilities for the purpose of conferring with the Employer regarding the administration of the contract. The parties agree that (48) forty-eight hours advance notice shall be required and scheduling will be subject to the mutual agreement of the parties. At the request of the union representative(s) the supervisor shall not deny the release of an employee without pay for a reasonable amount of time from their normal work duties to meet privately with the union representative(s) on issues related to contract administration. Except for emergencies, twenty-four (24) hours notice to the supervisor shall be required, and the time absent is to be scheduled outside of peak hours for a given department.

The Employer shall allow Local Union officials and committee persons to reasonably engage in activities and conduct business regarding the administration of the Agreement, during their normal working hours. However, at no time will the City of Gallup be obligated to pay for time spent on union business. Immediate supervisors shall be notified prior to Local Union Officials or committee persons leaving the work site with twenty-four (24) hours notice, except for emergencies **as determined by the City.**

Section C. Campaign for Union Office

Employees shall have the right to campaign for union office or on behalf of others seeking Union office during non-work time in non-work areas, provided there is no interference with operation of the City.

Section D. Union Committee Person

The City recognizes the right of the Union to designate one (1) committee person per department. By the fifth (5th) of January, May and September of each year the union shall submit in writing a list of union committee persons and union officers. The list shall be submitted to the Human Resources Director. Individuals whose name does not appear on the list will not be recognized as speaking on behalf of the union. Those on the list are considered the authorized local union representatives. No amendments to the list are allowed between months.

Section E. Leave for Union Business

An employee who has an official request form from the International Union United Mine Workers of America for a leave of absence without pay, shall be granted leave to participate in Union activities and to serve as District or International Officers or Representative, and shall retain

their seniority and accrue seniority while they are on such leave. In order for such leave to be approved it must be submitted at least 7 days prior to the commencement of the leave. Upon expiration of such leave, employees shall be entitled to return to work at the same job classification and rate of pay.

Section F. Union Bulletin Board

The City agrees to provide space for the Union to set up their bulletin boards in each different geographical location (worksites), where the Union will post official notices of interest to the Union membership. No material shall be posted that contains any language that is inflammatory, derogatory, critical of the City of Gallup or any of its employees or elected officials or political in nature. Postings not in compliance with these requirements of this section shall be removed. Continued violations of the provisions of this section will result in the loss of the use of the bulletin boards.

ARTICLE V – COMMUNICATION BETWEEN THE PARTIES

Both parties to this agreement recognize that City services will be provided in a safe, efficient, and productive manner. The parties accept the fact that City employment was created to deliver services to the citizens of Gallup; not for the purpose of creating employment.

In order to further implement this expression of purpose, the parties will meet at mutually agreeable times. Three (3) Union officers designated by the Union will meet with the employer **at mutually agreed upon dates times and locations** to discuss any potential problems, health and safety issues, health care, sick leave bank and other issues both parties agree are important to promote good labor management relations and shall suffer no loss of pay while attending said meeting.

ARTICLE VI – DUES DEDUCTION

Section A. Check Off

The City shall provide the Union payroll deduction for membership dues for employees who authorize the deductions in the amount designated by the Union. The amount of dues shall be certified in writing by an official of the union and shall not include any special assessments, penalties or fines of any type levied by the Union nor shall it include any funds to be used for political donations. The deductions shall be made provided the deduction request is submitted to the City's payroll office on a form authorized by the Union and the City. The deductions shall be made from employee paychecks for each pay period. The authorizations may be submitted to the payroll office at any time, and the deductions will commence on the following payday. The deductions shall be transmitted to the Union within a reasonable period of time following each pay date at which the deductions were made. Employee authorizations shall be continuous and may be terminated at any time provided the employee submits a written notice to the payroll office at least thirty (30) days prior to the deduction termination. The Union shall notify the Payroll Office of any change in the deduction amounts at least ten (10) days prior to the effective date of the new amount. The union agrees to render the City and City Council harmless for any action resulting from compliance with this provision.

Section B. Hold Harmless

The Union shall identify, defend, and save the Employer harmless against any and all claims, demands, grievances, suits or any other form of liability that may arise out of, or as a result of, any action taken by the Employer for the purpose of complying with this **Article**.

ARTICLE VII – POLICY AND PROCEDURE MANUAL

If a conflict exists between an existing City Rule, Regulation, Policy or Procedure and this Agreement, the Agreement shall prevail.

ARTICLE VIII – DISCIPLINE

The City reserves the right to investigate allegations of employee misconduct and poor performance.

- A. An employee may be placed on administrative leave with pay, if appropriate, during an investigation involving the employee.
- B. During an investigation, no documentation related to the matter will be placed in the employee's official personnel file. The employee will be provided the opportunity to respond to charges prior to the imposition of disciplinary action.
- C. An employee who believes that he or she has been unfairly or unjustly suspended without pay, demoted, or terminated may file a grievance in accordance with the provisions of this Agreement. An employee who is terminated may file a grievance directly to Step 3. In the event such grievance is processed to the arbitration stage of the grievance procedure, the arbitrator shall determine if the action taken by the Employer was in violation of any provisions of this Agreement.
- D. Employees will be permitted to have union representation at any meeting conducted for the purpose of the employee responding to written charges specified in a pre-disciplinary memorandum. The unavailability of a local Union Representative shall not delay the meeting with management and the employee for more than forty-eight (48) hours. When the Employer is contemplating disciplinary action against any employee involving a possible immediate loss of pay, the Employer shall notify the affected employee of predetermination conferences.
- E. Employees shall only be suspended without pay, demoted or terminated for just cause.

ARTICLE IX – GRIEVANCE AND ARBITRATION PROCEDURE

A. PURPOSE

The purpose of this procedure is to secure at the lowest possible administrative level, equitable resolutions to problems which may arise and are subject to review under this procedure. There shall be no other grievance or appeal procedure for members of the bargaining unit other than that contained in this Article. The Union agrees and waives the right to challenge any employment actions, except as delineated in this Agreement and the grievance procedure contained herein.

B. DEFINITIONS

- 1. Grievance. Shall be defined as a dispute pertaining to a claim which alleges a violation of this collective bargaining agreement.
- 2. Grievant. Shall be an employee, a group of employees, the Local Union or the Union.
- 3. Days. Shall mean Monday through Friday, not including holidays or times when the City's administrative offices are closed.

C. PROCEDURES

- 1. The grievance proceedings shall be kept informal at all levels of this procedure.

2. The number of days indicated at each level of this procedure shall be considered maximum, and every effort shall be made to expedite the process.
3. If the Employer or the Employer's representative(s) fails to comply with the time limit requirements as set forth under any of the procedural steps, the grievance shall be considered automatically appealed to the next level of the procedure.
4. If the grievant fails to comply with the grievance time limit requirements or procedures as set forth under any of the procedural levels, the grievance shall be considered null and void.
5. The time limits set forth herein may be extended, provided the extension has been mutually agreed in writing by the parties.
6. A grievance shall not be considered unless the grievant, the Local Union or Union representative initiates the grievance no later than ten (10) days after the grievant knew or reasonably should have known of the action which precipitated the grievance.
7. Failure of the grievant or the Union to comply with any requirements or procedures of the grievance procedure will result in the dismissal of the grievances.

D. STEPS

Step 1. No matter shall be submitted under the grievance procedure unless it has been discussed by the employee and/or the authorized Local Union Representative with the employee's immediate supervisor in an informal meeting to attempt resolution.

Step 2. If the grievance is not resolved in the informal meeting with the employee's immediate supervisor, a written grievance may be filed with the Department Director or designee. Such written grievance must be filed within ten (10) days from the date of the incident that precipitated the grievance as identified in Section C. 6 above. **For grievances filed by the Employee/Union that deal with contractual violations (not discipline/discharge) the grievance form must have an attached document in a narrative letter format that describes in detail how the grievant believes the Contract has allegedly been violated.** The grievant and his/her representative shall meet with the Department Director or his/her representative within ten (10) days or the Department Director may provide a written response within that time period.

To be considered, the grievance must be timely filed and contain at minimum the following:

Name of aggrieved employee, department, job title, action taken by the Employer, Article and Section **and subsections** of Contract allegedly violated, relief requested, and a description of the facts that lead the grievant to believe that the collective bargaining agreement has been violated, and all known witnesses and/or evidence in support of the grievance and representative if any.

Step 3. If after ten (10) days from the date the grievance was filed with the Department Director, the grievance is not resolved, a grievance may be filed with the City Manager or designee. Such grievance must be filed within ten (10) days from the date of the Department Director response or the date that response was due. No later than ten (10) days following receipt of the written grievance, the City Manager or designee shall schedule a meeting with the UMWA International Representative or grievant, in an attempt to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses (at the expense of the party bringing the witness) to the meeting in order to present evidence on their behalf. Each party shall have the right to cross examine witnesses brought by the other party. **It shall be the grievant's responsibility to notify the witnesses it intends to attend the meeting.**

Step 4. The City Manager or designee shall have ten (10) days to render a decision. If the grievance is not resolved with the City Manager or designee's decision(s), the Union, may submit the grievance to arbitration. Such request must be submitted to the Human Resources Director or designee not later than ten (10) days following the receipt of the City Manager or designee's decision.

E. ARBITRATION

1. The moving party will be responsible to administratively arrange for the arbitration. There shall be no special requirements for the arbitrator or any limitation on the arbitrator pool, without the mutual agreement of the parties except that the request to the FMCS shall specify that each arbitrator must have heard seven (7) arbitration cases,
2. The arbitrator will be selected from a list of seven (7) arbitrators requested from the Federal Mediation and Conciliation Service in accordance with the provisions contained in this Agreement. The parties shall alternatively strike names on the list until there is one name remaining who shall be the arbitrator. The parties shall alternate who has the first strike.
3. The arbitrator shall conduct the hearing as soon as possible and shall render the determination within thirty (30) days, following the conclusion of the hearing.
4. The arbitrator's decision shall be in writing and shall include the decision, the rationale, and, if appropriate, the relief.
5. The arbitrator shall not have the authority to modify, expand or add to the rights that employees or the Union have under the provisions of this Agreement. There shall not be any implied rights for the union or the employees beyond the specific terms of this Agreement and the union shall be the exclusive representative of those rights.
6. The arbitrator's decision shall be final and binding on the parties subject to appeal in accordance with the Uniform Arbitration Act.
7. The arbitrator's fees and cost shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the costs, including the cost of witnesses.

F. MISCELLANEOUS

1. No reprisal or retaliation by any party shall be taken against any person who participates or is a witness in the preceding and/or processing of a grievance.
2. A grievant and the party charged may be accompanied and represented at any hearing or meeting conducted under this procedure. Aside from the two persons On each side (grievant and representative and Department Director and representative) **the grievant may request and** other persons may only attend the hearing/meeting with the mutual consent of the parties.
3. An employee, acting individually, may present a grievance without the intervention of the Union, provided the grievance has been processed in accordance with this procedure. At any hearing (Department Director level or above) of a grievance brought individually by an employee, the Union, as a party to this collective bargaining agreement, will be afforded the opportunity to be present and make its views known. Any adjustment made shall not specifically violate the provisions of this collective bargaining agreement.
4. If a grievance affects a group of two (2) or more employees, or involves an action or a decision by the City or the Division Director which has a division wide impact, the Union may submit the grievance on behalf of the affected employees. All procedural requirements that apply to the grievant will also apply to the Union when filing a grievance on behalf of employee(s).

5. All documents related to a grievance shall be maintained as a separate file. This does not include disciplinary actions and/or documents that are the subject of a grievance.

6. All grievance and grievance responses shall be filed and processed in accordance with this collective, bargaining agreement.

7. The grievant's and the Union's processing of grievance shall be conducted on non-employer paid time, unless otherwise agreed to by the parties.

G. Discharge Procedure

When an employee has been discharged, union/grievant may refer the grievance to Step 3 of the Grievance procedure.

ARTICLE X – PERSONNEL FILES

Section A. Property of Records

Personnel records are the property of the Employer. The official file is maintained in the City's Human Resources Office.

Section B. Employee Signature Required

Any personnel action that is placed in the employee's official file shall be presented to the employee for the employee's signature. The employee shall sign the personnel action acknowledgement receipt. The employee's signature does not indicate agreement with the action taken.

Section C. Employee's Right to Inspect File

The employee may inspect his/her official personnel file located in the City Human Resources Department. Such inspection must be done by appointment with the Human Resources Department. An employee assigned by the employer must be present when the file is inspected. It is recognized by the parties that the City provides the employee at no cost, with a copy of any action taken by management.

Section D. Content of Personnel File

The employee personnel file is part of the employee's history and shall not misrepresent the good or bad elements of the employee's employment history. The personnel file may not be purged except by court order or arbitration decision of competent jurisdiction. **A copy of a grievance settlement will be attached to any document contained in the personnel file that is the subject of the grievance.**

ARTICLE XI – SENIORITY

Section A. Definition of Seniority

Seniority is defined as a length of continuous full-time/regular service including the probationary period. Seniority shall be calculated from the date of hire. Seniority shall apply exclusively to full time employees. Transfers within any City department shall not affect seniority. Also, transfers within any city department shall not require a probationary period. To help senior employees achieve promotion, preference shall be considered in filling temporary vacancies.

Section B. Reduction and Realignment

The parties agree that it is the exclusive determination, right and obligation of the City to determine whether a realignment or reduction is necessary. An employee who receives a promotion as a result of a reduction or realignment shall serve a 6 month probationary period.

a. Reduction in Work Force. In all cases where the working force is to be reduced, Employees with the greatest seniority applied to the current job title/classification held shall be retained provided they are qualified and that they have the ability to perform required work.

b. Realignment Procedure. When the number of Employees within a job site is to be reduced or Employees are to be realigned, the following procedure shall apply. (a) The senior Employees in this bargaining unit in each job title shall be retained in their respective job title, up to the number needed in that job title. The number needed in the job title is an exclusive determination of the City. (b) Those Employees displaced from their job title shall be assigned available jobs on the basis of bargaining unit seniority and being qualified and able to perform the work of the job at the time the reduction occurs. The City shall determine what jobs are available as well as who is qualified and able to perform the work of those jobs. (c) For purposes of this Realignment Procedure only, any Employee on sick or injured status who otherwise has the ability to perform work will not be denied a job under this procedure solely because of his sick or injured status.

Section C. Layoff Procedure

In all cases where the work force is to be reduced or realigned, management shall meet with Labor/Management committee at least fifteen (15) days in advance and review the available jobs and the individual(s) to be laid off, retained or realigned.

With five (5) days after an Employee is notified that he is to be laid off, he must fill out a standardized form and submit it to the city management. On this form, the laid off Employee shall list (a) his years of service at the city, (b) the job he is able to perform and for which he wishes to be recalled, (c) upon receipt of the completed form, the Employer shall within seven (7) calendar days, distribute a copy of the completed form to the Recording Secretary of the Employee's local union.

Section D. Layoff Panels

Employees who are idle because of a reduction in the working force shall be placed on a panel for one (1) year from which they shall be returned to employment on the basis of seniority as outlined in Section A. A panel member shall be considered for every job, equal or less to that which he formally held with the City; which he has listed on his layoff form. In order for an employee to be returned to employment he/she must be qualified to perform the duties of the available job. The jobs available are a determination of the City.

Section E. Layoff Panel Custodians

The City Manager and the Recording Secretary of the local union shall be joint custodians of the panel records. It shall be the obligation of the laid off Employee to keep the custodians of the panel informed of any change of address and/or telephone number where he may be regularly reached. Notice to the last known address of the laid off Employee by certified mail shall be sufficient notice of recall. The Employee so notified may either accept or reject the job which is available, but if the Employee rejects a job which he has listed as one to which he wishes to be recalled or fails to respond within four calendar days after receipt of such notice or accepts but fails to report for work in a reasonable time his name shall be removed from the city wide panel and he shall sacrifice his seniority rights to that city wide panel.

Section F. Panel Members Accrue Seniority

Employees who are placed in a panel shall retain the seniority earned prior to their layoff, and, in order to protect their relative seniority standing, will continue to accrue seniority while on the panel.

Section G. Bidding/Transfers

Vacancies for all positions in the bargaining unit, that the City determines need to be filled, shall be posted in appropriate work sites frequented by employees for a minimum of ten (10) working days.

Employees who wish to be considered for vacancies may apply by following the directions provided on the vacancy posting or by contacting the Human Resources Department for specific instructions.

Vacancy posting will contain specific identification of the vacant position, the work site where the vacancy exists, the position's major duties, and a deadline for submission of applications. The listing of the vacancy location in no way shall be considered a limitation of the right of the City to make assignments and reassignments.

Selection will be based upon whomever the City determines to best meet the needs of the City subject but not limited to such criteria as: education, experience, demonstrated ability and unexcused absences. Qualified employee applicants will be considered before external job applicants. When the City determines two (2) or more applicants are equally qualified, seniority shall govern.

The City shall give notification to each employee who has filed an application of the selection or rejection for the job vacancy for which the employee has applied.

- a. The job or vacancy shall be posted by management at all city bulletin boards for a period of ten (10) calendar days, and will be properly identified as the following:
 - (i) The classification of the position,
 - (ii) the testing requirements for applicants if any,
 - (iii) the minimum qualifications for the position,
 - (iv) the name of the immediate supervisor,
 - (v) the salary data of the position, the location and the responsible party where the applications are to be filed,
 - (vi) the opening and closing date and time for accepting applications, the working conditions, and
 - (vii) examples of work performed.
- b. Any Employee who believes he has the ability to perform the work of the new vacancy or new job shall be entitled to bid on such vacancy during the ten-day posting period.
- c. In addition, eligible members of a layoff panel will also be considered on the basis of seniority as defined in Section A above for new vacancies or new jobs. The panel member shall be presumed to have bid on each job he has listed on his layoff form as one for which he wished to be recalled,
- d. At the close of the posting period, the Employer shall make available to the Union panel custodians, the names of all Employees who have bid and panel members who listed the posting. The senior employee on the layoff panel who is qualified for the job shall be selected. If there is no employee on the layoff panel (the one-year period has expired) the vacancy will be filled by whoever the City determines to be most qualified.

- e. All job postings will be posted on the City's web site. Employees may access the website at their convenience. Employees who have difficulty accessing the website may seek assistance from the Human Resources Department.
- f. No claim shall be recognized by either the Employer or Union representatives for any vacancy after the posting period and the job has been filled.
- g. If an Employee withdraws his bid before the end of the posting period, he shall be ineligible for that job in that instance, but shall retain all bidding privileges for all subsequent posted jobs.

ARTICLE XII – JOB TITLE

Employees will perform duties related to the job title/classification assigned to the job held.

The parties agree that job title/classification descriptions are intended to provide a general description of the duties to be performed by the incumbent, not an all-inclusive list of duties. Employees are responsible for performing the work assigned to them whether or not it is specifically identified in their job title classification description.

Upon request the Employer will provide every employee covered by this Agreement a copy of their classification description and applicable work-related schedules. In the event such descriptions are modified, the employee will be notified in writing of such modifications.

During the life of this Agreement, should the City modify existing classification descriptions and/or job titles, upon request from the Union, the City and the Union shall meet to discuss such modification.

Employees temporarily assigned by their supervisor, who are qualified and perform the duties of a higher paying job title, **if** assigned a minimum of four (4) continuous hours, will be paid the pay assigned to the higher job title. Employees assigned temporarily by their supervisor to perform the duties of a lower classification will be paid at their regular rate of pay.

ARTICLE XIII – TRAINING AND PROMOTIONAL OPPORTUNITIES

Section A. Training Opportunities

The City provides and will continue to provide opportunities for training and promotional opportunities. The City shall pay for all expenses related to said training, to include reasonable apprenticeship training.

Section B. Temporary Leave for Training

The Department Head, and City Manager, may approve temporary leave and occupational leave with pay to permit employees to attend conventions, short training sessions, seminars and workshops, to observe operations in other cities or counties when deemed beneficial to the City or for other purposes.

Section C. In Service Training

The City provides and will continue to provide in service training for employees to improve their skill in their current assignment. The City shall pay for all expenses related to said training.

Section D. Job Related Training

The City recognizes that when employees pursue additional job-related training, it serves to improve the quality of services provided.

Contingent on the availability of funds, training or classes that are job related that have been requested by the employee, recommended by the Department Head, and approved by the City Manager in Advance of the employee signing up for the training classes, will be paid for by the City subject to the satisfactory completion of the training, Training or classes that are not job related may also be considered for reimbursement upon the recommendation of the Department Head and the approval of the City Manager. The cost of books and fees will also be paid for by the city subject to approval of the City Manager.

The City Manager may prospectively clarify requirements on City reimbursement of employee requested instruction from particular schools, institutions, and courses.

Section E. Licenses and/or Certifications

Employees are responsible for obtaining and maintaining any licenses or certifications required to perform the job. The City will pay for the license and certification that are requirements of the job, except for a basic driver's license, which is required for all positions; with the exception of clerical not required to drive. The City will pay only for the first test or exam required to each cycle or recertification. If the employee fails the first test, the employee will assume all cost for the subsequent test for that specific certification.

Employees who fail to maintain the required licenses and/or certifications for their position may be removed from their position at the discretion of management. Employees removed from their position under these circumstances may be terminated or placed in another position at the discretion of management. Such termination or placement cannot be the subject of a grievance unless there is a factual dispute as to whether or not the employee actually lost his/her license or certification.

Section F. Training for Vacancy Not Filled by Job Bidding

A posted vacancy, which remains unfilled after having been posted for the required time period, may be filled as a training opportunity. Such vacancies will be posted as a training opportunity for at least seven (7) working days.

The successful applicant may be required to obtain some training on his/her own time and/or participate in an on the job training program. While on such training program and until the employee is fully qualified the employee will be compensated at less than the regular rate of pay for the position however, the employee will not be required to be compensated at less than his/her current rate of pay unless the employees' current pay is more than the regular rate of pay for the training opportunity position.

ARTICLE XIV – HEALTH & SAFETY

Section A. Safe, Healthy, and Harmonious Work Place

The employer, the Union and all employees covered by this Agreement jointly pledge their individual and joint efforts to attain and maintain a safe and healthy work place. The City recognizes its coverage by the New Mexico and/or Federal Occupational Safety and Health Act. In recognition thereof, the City of Gallup shall provide a program of safety and training as required by law. Employees who attend this safety training will be compensated for their time.

The Union and Management shall **meet at dates, times and locations to discuss health and safety issues of mutual concern.** The parties shall be considered as equals at such meetings to ensure open, candid discussions.

No employee shall be required to work and have the right to withdraw in imminent danger situations in accordance with the State and/or Federal Law.

Section B. Rules and Regulations

Reasonable rules and regulations of the Employer, not inconsistent with Federal and State laws, for the protection of the Employee and the preservation of property shall be complied with.

After the effective date of this Agreement, at least ten (10) days prior to the implementation of any new or revised safety rule or regulation, the Employer shall provide copies of the proposed rule or regulation to the Gallup City Employees Local Union President and shall upon request meet and discuss it with the current Labor/Management Committee members in an attempt to resolve any differences between the parties.

ARTICLE XV – LEAVE

Section A. Leave Without Pay

- a. Any regular employee may request leave without pay for a period not to exceed one year,
- b. Leave without pay must be approved by the City Manager with the concurrence of the employee's Executive Director.
- c. Any leave without pay may be approved when:
 - (i) The City can assure a position of like status and pay upon the return of the employee from leave without pay, or
 - (ii) The employee agrees in writing to waive that requirement.

Section B. Reinstatement from Leave Without Pay

Any regular employee timely returning to work after approved injury leave, Family and Medical Leave, or Leave without pay under Section a and e of Article XV-Leaves, or military duty will be entitled to retain their seniority, unused sick leave and all other benefits. The City may require an employee to use accumulated leave as part of Family and Medical Leave.

Section C. Disability/Worker Compensation Leave

- a. Purpose: Injury leave with pay shall be granted (and charged to sick first and annual second), to any employee who sustains an injury or accident compensable under the New Mexico Worker's Compensation Act.
- b. Procedure: Any employee injured on the job shall immediately report the injury to the Executive Director or his designee who shall furnish the Risk Management Department with an accident report within forty-eight (48) hours of the accident. If medical attention is required the procedures set forth in Administrative Regulations, shall be followed.
- c. When Injury leave is exhausted: When an employee has exhausted the initial seven (7) days of injury leave, the employee may elect to receive the benefits of the New Mexico Workers' Compensation Act, use accumulated vacation leave or use accumulated sick leave. In the absence of an election of an employee, the employee will receive the benefits of the New Mexico Workers' Compensation Act. Any election by an employee is non-revocable. If an employee elects to use accumulated vacation leave or sick leave and upon exhaustion of said leave, the employee may either request leave without pay as set out in Section of Article XV-Leaves or receive workers' compensation benefits.
- d. Employees with job-incurred injuries shall be eligible for group insurance provided they notify the City and pay the entire premium after the third full calendar month after the injury. For the first three months, the City will pay the same percentage of group insurance paid prior to the injury.
- e. Employee on injury leave, vacation leave or sick leave may not receive weekly Workers' Compensation benefits for the same time period.

f. During the initial injury leave or succeeding workers' compensation leave, vacation or sick leave, the City may request and the employee must respond to any requests for confirmation of continued eligibility for leave under this section.

Section D. Family Medical Leave

Employees will be granted family medical leave and parental leave through the use, at their discretion, of sick leave, annual leave, leave without pay, and/or leaves according to the Family Medical Leave Act, or a combination of the above.

Section E. Military Leave

- a. Regular employees who undertake active military service shall be eligible for reinstatement rights if they apply within ninety (90) days of the date of honorable discharge from military service. Reinstatement rights entitle the employee to retain his seniority, unused sick leave and other leave benefits.
- b. Any regular employee serving in the Military Reserve Training or Emergency National Guard shall be given not to exceed fifteen (15) working days military leave with pay per fiscal year when they are ordered to duty for training. Additional day may be charged to annual leave or, with proper permission, leave without pay.
- c. Employees must provide reasonable advance notice and documentation of any need for military leave.

Section F. Sick Leave

- a. Accrual Rate. Employees shall accrue sick leave at the rate of eight hours per month. Employees must be in paid status to accrue this leave.
- b. With proper approval an employee may use sick leave for personal medical treatment or illness or for medical treatment or illness of a parent, spouse or minor child who regularly resides in the employee's household.
- c. An employee wishing to take sick leave must notify the employee's supervisor or designee of the request prior to the time the employee is scheduled to work or in the case of an emergency as soon thereafter as possible. If the supervisor is unreachable, then the employee must notify the Human Resources Department.
- d. The City may require confirmation from a health care provider that sick leave has not been abused or has been used for a medical purpose.
- e. Sick leave may not be used before it is accrued.
- f. There is no limit to the amount of sick leave that may be accrued.
- g. No payment shall be made for accrued sick leave at separation from service with the City except as set out below.

Section G. Sick Leave Bank

Purpose. The purpose of the Sick Leave Bank is to permit City employees to donate their accrued sick leave to the Bank and which donations may be used by other City employees who have incurred a serious health condition.

Administrative Regulation. The City Manager by Administrative Regulation promulgates this provision. Annually upon request the union shall be furnished available information regarding bargaining unit member' utilization and participation.

Section H. Funeral Leave

- a. Funeral leave may be charged against sick leave or vacation leave. Funeral leave may be used if the funeral is of a spouse, parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, child, stepchild, grandparent, or grandchild. If the funeral is within four

hundred fifty (450) miles from the City of Gallup, three (3) consecutive calendar days leave is authorized. If the funeral is more than four hundred fifty (450) miles from the City of Gallup, five (5) consecutive calendar days leave is authorized.

b. The City may require certification that funeral leave has been properly used.

Section I. Jury/Witness Duty

a. An employee shall be granted jury leave with pay when required to perform jury duty in any municipal, county, tribal, state or federal court.

b. An employee shall be granted witness leave if subpoenaed to any court. If the witness is appearing in their official capacity, then the leave is with pay. If the witness is not appearing in their official capacity, then the leave is without pay.

c. Any compensation, excluding travel reimbursement, received by the employee from the court of the parties who subpoenaed the employee will be transferred to the City. The employee must return to work each day or portion of the day that they are not selected for jury duty, or if their jury service ends before the end of the workday, or their service as a subpoenaed witness ends.

Section J. Voting Leave

On any election day an employee who is a registered voter may absent themselves from employment for up to two (2) hours for the purpose of voting between the time of opening and the time of closing of the polls. The employee shall not be liable to any penalty for such absence. The City may specify the hours during the period in which the employee may be absent.

This provision does not apply to any employee whose work day begins more than two (2) hours subsequent to the time the polls open, or ends more than three (3) hours prior to the time of closing of the polls. Any leave given to an employee to vote is limited to the actual time needed to vote.

Section K. Administrative Leave

When, in the judgment of an Executive Director or a Director, the safety or welfare of a department, its facilities or its property, or the safety or welfare of the department's employees or the public may be endangered, or an investigation may be impaired, an employee whose conduct is at issue may be placed on administrative leave with pay. The basis for such administrative leave shall be documented in writing and shall be submitted to the employee and the Personnel Director either at the time of or within 24 hours of the administrative leave.

Administrative leave under this section shall not constitute discipline. During the administrative leave, the employee shall not attend his regular work site or any other City facilities, except as designated in the notice of administration leave, but shall remain available during normal work hours to meet with the department head or his/her designee, as requested. The employee may be placed on administrative leave with pay for five (5) consecutive workdays. Administrative leave with pay beyond the original five (5) workdays is subject to the approval of the City Manager.

Section L. Suspension of Paid Leave

In the event of an emergency declared by the City Manager or designee, the City Manager or his designee may postpone all paid leave for an employee, except authorized leave granted pursuant to the FMLA.

Section M. Unauthorized Leave

Any leave not authorized according to the provisions of these rules and regulations shall be deemed unauthorized absence without pay and may subject the employee to disciplinary action up to and including dismissal. Any employee who absents himself for three (3) consecutive work days without authorization shall be considered to have provided just cause for dismissal, subject to a predetermination hearing which shall be offered the employee for the sole purpose of determining if authorization existed for the leave or if an emergency, as determined by the City, justified the employee's failure to obtain authorization.

Section N. Insurance During Leave Periods

An employee wishing to continue to be eligible for group insurance during any leave without pay shall make arrangements with the Risk Management Office to pay the insurance premium.

ARTICLE XVI – HOURS OF WORK

Section A. Normal Work Day/Week

- a. The normal workday will be eight (8) or ten (10) hours per day with a guaranteed work week of forty (40) hours, contained in the seven (7) – day advance schedule issued each week. Employees shall not be guaranteed scheduled overtime. Overtime is to be limited to those tasks outside the normal schedule. The schedule is to be released seven (7) calendar days in advance. Mgmt. reserves the right to amend the work schedule as needed, and employees will be provided reasonable advance notice of such amendments, Shifts may not be shortened or eliminated unless an unforeseen storm or emergency event causes crews to be rotated on or off due to a lack of equipment or maximum sixteen (16) – hour DOT – shift ceiling is reached,
- b. The work schedule will normally provide for two (2) consecutive days off in any seven (7) – day period, except for when the schedule is rotated to balance employees required to work weekends as part of their regular schedule or when an employee is given an overtime assignment on his/her normal day off. Flextime may be used by providing a partial day off of the regular schedule to avoid an overtime situation.
- c. There shall be no splitting of the regular scheduled work shifts, except for those departments already working split shifts; and/or in response to adverse weather or other emergency conditions.

Section B. Breaks

- a. The Employer shall provide Employees a minimum of one half-hour non-paid lunch break and one fifteen-minute rest period for every four hours worked considering the situation at any particular work site. Breaks cannot be accumulated, used in conjunction with other time off or used to shorten the work day.
- b. The Employer shall provide paid fifteen-minute periods for Employees in field and shop job classification of the bargaining unit to wash up at the completion of their shift.
- c. Due to the inherent workplace hazard, distraction, and inefficiency; no smoking and no cell phones can be used on the job site outside of scheduled breaks.

Section C. Overtime List

- a. Each department shall maintain and post a seniority list. The overtime list shall not be used for work that is in progress and must be finished at the end of a shift.
- b. It is the intent of this provision that all willing employees of the job title needed to perform the overtime work will be offered the opportunity to work overtime.
- c. An overtime roster must be kept up to date and posted at each department for the purpose of distribution overtime within the job title. Employees wishing to be offered

overtime shall write their name on the roster. In the event an employee who has written his/her name on the roster refused or was unavailable for overtime on two consecutive occasions, such employee shall have his/her name removed from the overtime roster for a period of 180 days. Availability for overtime is a strict condition of employment for all employees.

d. Employees shall be offered overtime work on a rotational basis from that list, the most senior employee on the list being offered overtime first. If Employees decline the overtime, said employee shall be charged the shift as if they worked and the subsequent Employee on that list will be offered the opportunity to work overtime. If all Employees decline the overtime work then the Employer shall assign overtime at his/her discretion. An employee does not have the right to refuse an overtime assignment.

e. It is a strict condition of employment that all employees have a working telephone at all times.

Section D. Computing Overtime

Forty (40) hour-per-week employees will be paid overtime for all hours actually worked over forty (40) hours at one and one half (1½) times their regular hourly rate of pay.

ARTICLE XVII – CLOTHING AND SAFETY EQUIPMENT

Section A. Clothing

a. The City will continue to provide safety clothing and equipment as required by law.

b. The Employer agrees to provide a sufficient set of uniforms to employees required to wear a uniform. Uniforms shall consist of a clothing allotment approved by the department director and may include pants, shorts, sweats, shirt, t-shirts, and hats dependent upon the working conditions and hazards of the work. In addition, appropriate outerwear shall be issued to each employee required to wear a uniform and whose job requires the same. Outer wear consists of heavy jacket, insulated coveralls, rain jacket, light jacket, as required and gloves as needed or alternative outerwear as determined by the department director. Current employees who have received Outerwear will be reissued Outerwear on an as needed basis, based on usual wear and tear as related to the work performed. All such outerwear shall remain the property of the city.

c. Aside from issued protective gear, the required uniform for affected employees consists of the dept, - issued clothing allotment. Each year the affected employees shall be issued a \$300.00 'safety allowance' for the purchase of steel toe boots, blue jeans, etc. No baggy jeans and no cargo pants are allowed. All clothing shall be reasonably clean and in good repair. No logos beyond those applied by the manufacturer. No sale of such city-furnished outerwear is allowed.

d. All clothing issued shall remain the property of the City.

Office employees – the dress code shall be the same as for other city office employees and the provisions of this Article do not apply unless the department director and the City identifies a particular uniform for those employees.

Section B. Safety Glasses

The City shall provide non-prescription safety glasses to employees required to wear safety glasses and basic prescription safety glasses/frames once per contract for those requiring the same. For subsequent glasses broken during the normal course of work; the cost of the exam and frames shall be paid by the employee; the city only pays the cost of lenses. Glasses lost due to employee's negligence will not be replaced by the City but must be replaced by the employee.

ARTICLE XVIII – TOOLS OF TRADE

Section A. Mechanics Tools

Mechanics will provide their own hand tools as a condition of employment. Mechanics with more than one (1) year of service will be provided a \$400.00 tool allowance on the first (1st) full pay period in June of each year of this agreement. This allowance is for replacement of any lost, stolen, or broken hand tools.

The City will continue to provide normal everyday hand tools to non-mechanics, required for the performance of City services. Employees are responsible for tools assigned to them and shall be responsible for replacing lost or broken tools at his or her expense, as may result out of negligence by the employee.

ARTICLE XIX – VACATIONS

Section A. Accrual Rate

Employees will accrue vacation leave:

0 to 5 years continuous service	3.077 hrs/pp (80 hrs/yr)
5 to 10 years	5 hrs/pp (130 hrs/yr)
10 to 15 years	5.3077 hrs/pp (138 hrs/yr)
15 and over	6.15 hrs/pp (160 hrs/yr)

Section B. Vacation Scheduling

- a. Scheduled Vacation. Employees shall bid for available slots. Vacation bidding will occur during the month of March each year. Bids for vacations will be made in seniority order. Employees are limited to a two (2) week maximum bid and full weeks will be given preference over less than the complete calendar week requested. After all employees have been given an opportunity to submit their first bid, employees will be permitted to bid for the remaining open vacation slots. No limits on maximum or minimum time will be required on the second bid.
- b. Unscheduled Vacation. Vacation leave must be scheduled at least two (2) days in advance. To the greatest extent possible, requests for vacation leave shall be considered on a first come first serve basis, however, when more than one Employee has requested the same annual leave time off, the supervisor shall select the requesting Employees for approval of annual leave based on seniority.
- c. All vacation leave is subject to the approval of the supervisor.

Section C. Accrual Amount

The employee may accrue up to two hundred eighty (280) hours vacation accrual. Any time over two hundred eighty (280) hours accrual will be forfeited.

Section D. Unused Vacation Pay Out

Upon separation from employment employees with more than one (1) year service will be eligible for pay for accrued unused vacation. Upon the death of an employee, the employee's estate will be paid for the employee's unused vacation accrual.

Section E. Holidays During Vacation

Holidays recognized by the City, which occur during an employee’s vacation, will be charged to Holiday not to vacation.

ARTICLE XX – HOLIDAYS

Section A. Recognized Holidays

The following are City recognized Holidays:

New Years Day	January 1
Martin Luther King Day	Third Monday in January
Presidents’ Day	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in Sept.
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in November
Day After Thanksgiving	4 th Friday in November
Christmas Eve	24 th of December
Christmas Day	25 th of December

Section B. Employees Working Monday through Friday

For employees working Monday through Friday: When a recognized holiday falls on a Sunday, the following Monday will be designated as the legal holiday. When a recognized holiday falls on a Saturday, the preceding Friday will be designated as the Holiday.

Section C. Employees Working Weekends

For employees whose normal work falls on a Sunday, Monday, or Saturday (their day off) an alternate day off mutually agreed to by the employee and the supervisor will be identified and scheduled. In the event the supervisor and the employee can not agree on an alternative day off, the supervisor shall schedule such day off to meet the operational needs of the city.

Section D. Holidays During Vacation or Sick Leave

Holidays observed during scheduled vacation or sick leave will be counted as holiday not as vacation or sick leave.

Section E. Pay for Holiday Worked

Employees required to work on a holiday recognized by this agreement shall be paid straight time pay for the holiday for a regular shift plus straight time pay for the hours actually worked on the holiday. Regular pay plus double time on Christmas, Christmas Eve, and Thanksgiving (Thanksgiving Friday also).

ARTICLE XXI-CALL BACK

An Employee called back to work, in addition to his/her normal schedule will be guaranteed for each such call-in a minimum of two (2) hours pay at time and one half of the normal rate or actual hours worked at the overtime rate, whichever is greater. Call-in time shall commence at the time the employee is contacted and shall include a reasonable amount of time for travel to work. This

provision will not apply if the overtime immediately precedes or immediately follows the regular work shift.

ARTICLE XXII- ON-CALL DUTY/ PAY

On-Call Duty is defined as time that an Employee is required to be ready to report for duty or respond to a work-related call during his/her time off where he/she cannot use his/her time off freely. Such time shall include time that an Employee has been directed to remain within contact by telephone or electronic beeper in order to promptly respond to a call during his/her time off. **On Call** assignments shall be rotated beginning with the Employee with the most department seniority.

The employer shall determine those positions or employees for each department being subject to On Call Duty.

A. Each employee subject to On Call Duty must do the following to be eligible for compensation.

1. Maintain an in-service telephone in their place of residence, the telephone number must be on file with the supervisor.

An employee not meeting the above condition, or who is unable through illness, emergency, or other reason to carry out his/her duty and or fails to notify their supervisor shall not be eligible for On Call compensation and be subject to disciplinary action

B. Compensation

All employees subject to and performing On Call Duty shall be entitled to compensation. No compensation will be paid during a period when the employee has taken any leave except Official Holiday Leave.

C. Computation of Compensation

Eligible employees shall receive a minimum of one (1) hour of overtime at the rate of one and one half his/her normal rate of pay for each day of On Call Duty actually worked under the following conditions:

1. Actual overtime hours worked in excess of the one (1) hour of On Call Compensation shall be paid at one and one-half the employees normal rate of pay, and shall be rounded up to the nearest one quarter hour.
2. Compensation shall be computed based on the time the employee receives the call to report back to work and ending with the employee's departure from the work site or scene. The employee's normal place of work shall be considered as the work site when appropriate.
3. An employee scheduled to perform On Call Duty shall not be eligible for vacation leave during his or her tour of duty without first obtaining written permission from his/her supervisor a minimum of two work weeks in advance. Under no circumstance shall an employee be allowed to split their tour of duty, any and all substitution shall be for an entire tour of duty.

ARTICLE XXIII-HEALTH INSURANCE

During the term of this agreement the City will pay **80%** of the health insurance premium.

ARTICLE XXIV-LIFE INSURANCE

The employee may voluntarily purchase additional supplemental life coverage. The employee will pay 100% of the supplemental life premium.

ARTICLE XXV-PENSION PLANS

The City will continue to pay its share of the PERA program identified with the State.

ARTICLE XXVI-DRUG & ALCOHOL POLICY

Section A. Statement of Purpose

- a. To set standards for the implementation of drug testing programs in employment.
- b. To ensure that drug testing procedures are implemented in a manner that is fair to employees and that will achieve reliable results.
- c. To educate employees about the dangers of drug abuse in the work place and to provide employees who have drug abuse problems an opportunity for assessment and rehabilitation.
- d. To advise all City employees that the unlawful manufacturing distribution, dispensation, possession, or use of drugs or alcohol is prohibited in the work place and to specify the actions that will be taken against employees for violations.
- e. To advise all employees of the dangers of drug use in the work place and of the employment consequences of drug use, and
- f. To ensure that all Elected Officials and Department Heads are charged with the responsibility of supporting and publicizing this Drug Free Work Environment Policy.

Section B. Policy Statement

The following regulations represent the City of Gallup's policies concerning drug and alcohol use. These policies are effective immediately and shall apply to all City Employees. Violation of these policies may be cause for dismissal on the first offense

All City employees are strictly prohibited from:

- a. Using or being under the influence of illegal drugs to any degree during working hours or while actively engaging in the duties of employment, including but not limited to, lunch periods, breaks or while on call.
- b. Consuming alcohol or having sufficient quantities of alcohol in their system to impair mental or bodily functions to any degree during working hours or while actively engaged in the duties of employment, including, but not limited to, lunch periods, breaks, or while on call.
- c. Using or being under the influence of prescription or over the counter drugs during working hours or while actively engages in the duties of employment to the extent that the use of any such legal drug may affect the safe and efficient performance of the employee's job duties, or may endanger the safety of co-workers or members of the public.
- d. Possessing, selling, transferring or purchasing illegal drugs during working hours, while on City property, or while operating City owned vehicles or equipment, and
- e. Conviction of DWI, or sale/use of illegal drugs, on or off duty, shall result in termination, as employees so convicted are not insurable under the City's policy.
- f. The City maintains and Employee Assistance Program (EAPP for employees. Employees with problems pertaining to substance abuse are encouraged to seek assistance under this program on a voluntary basis.
- g. All Safety sensitive positions within this bargaining unit are subject to random drug testing.

Section C. General Employee Drug/Alcohol Testing-Reasonable Suspicion

Any employee may be drug/alcohol tested based on a belief drawn from specific objective and articulable facts and reasonable inferences drawn from those facts to light of experience. Reasonable suspicion may be based upon, but is not limited to the following:

- a. Evidence that an employee is involved in the use, possession, sale, solicitation or transfer of drugs while working for the City or while on the City's premises or operating a City vehicle, or operating City machinery or equipment
- b. Observable phenomena, such as direct observation of drug/alcohol use and/or the physical symptoms or manifestations of being under the influence of a drug or alcohol.
- c. Abnormal conduct or erratic behavior while at work, absenteeism, tardiness, or deterioration in work performance.
- d. A report of drug/alcohol use provided by a credible eye-witness with first-hand knowledge which has been independently corroborated.
- e. Evidence that an individual has tampered with a drug/alcohol test while in the employ of the City.
- f. Evidence that an employee has caused or contributed to an accident while at work;
- g. Vehicle, or City machinery equipment.

Section D. Drug Free Work Place Act Notification

Any employee convicted of a drug or alcohol violation shall inform the Drug Testing Coordinator (DTC) in writing of the conviction no later than five (5) calendar days after the conviction. If required by the Drug Free Work Place Act, the DTC shall inform the appropriate federal agency of the conviction as required.

Section E. Education and Training

- a. This policy shall be provided to every City employee and training and education programs shall be made available. Supervisors and managers will receive a minimum of sixty minutes of drug and alcohol specialized training designated to promote the necessary skills to:
Inform employees of this policy; Enforce the policy, identify the signs of drug and/or alcohol use; Intervene constructively, and Integrate an employee effectively back into his/her work group following intervention and/or treatment.
- b. Non-supervisory employees will receive a minimum of sixty minutes training on the effects and consequences of prohibited drug/alcohol use on personal health, safety, and the work environment.

Section F. Authorized Testing/Random Drug Testing

A continuing relationship of employment with the City necessitates that an employee comply with the Drug Free Work Environment Policy. Refusal to submit to testing, to produce an adequate specimen within two hours upon arrival at the collection site, or tampering with a specimen is cause for dismissal. Conviction of DWI, sale/use of illegal drugs, on or off duty, shall result in termination, per the discipline procedure; as employees so convicted are not insurable under the City's policy.
All Safety sensitive positions within this bargaining unit are subject to random drug testing.

Section G. Test Results

Any applicant who tests positive for alcohol or controlled substances will not be considered for employment by the City for a minimum of one year.

ARTICLE XXVII-LONGEVITY PAY

On the effective date of this Agreement and in recognition of employee's length of service and recognition for their years of service the parties agree to the following schedule for instituting a longevity pay schedule.

Longevity pay shall not be included in the calculation of regular pay, and shall be listed separately on the pay stub.

The Employee shall receive longevity pay per pay period pursuant to the following schedule:

5 years to 10 years	\$10.00
10 to 15 years	\$20.00
15 years to 23 years	\$60.00
23 years to 26 years	\$100.00
26 years or More	\$0.00

ARTICLE XXVIII — COMPENSATION SUMMARY

For Parks employees, a two-step pay incentive is granted for herbicide-pesticide applicator state license for the number of individuals approved for such training and certification.

Employees in classifications so changed advance horizontally one step under the present pay classification and then will be moved vertically to the 'nearest higher step plus one' in the new pay classification. In case the new step matches exactly a pay classification of a vertical step, the employee will only advance one step from that received from the initial horizontal step, unless the employee still falls out-of-range and therefore remains frozen.

Promotions: All advertised vacancies to be made at the advertised wage, regardless of the affected employee's present wage.

There shall be no pay increases during the first year of this Agreement , however negotiations may be reopened in the month of March 2021 by either party on the limited issue of wage rates. There will be no step increases during the term of this agreement except as indicated above for eligible Parks employees.

Furloughs and/or Pay Reductions

The parties recognize that in the event the City's revenues do not provide a sufficient amount to keep the City budget properly balanced it may become necessary to reduce the City's personnel costs. The parties have recognized that the City has the right to layoff employees in order to reduce personnel costs. As an alternative that would not require employees to actually be laid off, the City may implement either furloughs or wage reductions. For the purpose of this Agreement a "furlough" is defined as a large group of employees being sent home without pay for days or partial days. For the purpose of this Agreement "wage reductions" is defined as a large group of employees receiving a cut in base pay of the same percentage.

The City agrees it will not implement a furlough or wage reduction to members of the bargaining unit unless it has complied with the following provisions.

1. The union will receive written notification of the impending wage reduction or furlough 30 days prior to the proposed implementation date.
2. The city will offer the union at least three bargaining dates during the 30 day notification period.
3. The city and the union will bargain over the proposed furloughs or wage reductions. If a settlement is reached it will be implemented. If no settlement is reached the city may implement it's proposed furlough or reduction. The parties may utilize the services of the Federal Mediation and Conciliation Service (FMCS) to mediate this process.

Safety Incentive: On or about December 1st of the first year of this agreement, each employee who fulfilled the required sixteen (16) safety training hours in the last twelve months shall receive \$100.00. In addition, employees who have zero job injuries, no preventable accidents or property damage over the same period of time shall receive an additional \$135. In the following year the

time period for the training, zero accidents, injuries and property damage calculation shall be July 1 through June 30th of the year preceding the December 1st payment.

Recognized Classifications in this Bargaining Unit

Cook Helper	GS03
Court Clerk	GS03
Facility Custodian	GS03
Home Care Provider	GS03
Laborer	GS03
Lifeguard	GS03
Museum Clerk	GS03
Pool Attendant	GS03
Receptionist (Office Assistant)	GS03
Recreation Coordinator	GS03
Accounting Clerk	GS04
Library Technician	GS04
Supply Technician	GS04
Traffic Services Technician	GS04
Wastewater Operator Trainee	GS04
Water Trainee	GS04
Bus driver – No CDL	GS04
Animal Control Officer	GS05
Cook	GS05
Dispatcher	GS05
Greens keeper Maintainer	GS05
Grounds Maintainer	GS05
Judicial Aide	GS05
Customer Service Representative	GS05
Bus Driver w/CDL	GS05
Laborer w/CDL	GS05
Lubricator	GS05
Meter Reader	GS05
Parks Maintainer	GS05
Pool Maintainer	GS05
Protective Custody Officer/CSA	GS05
Purchasing Technician	GS05
Secretary	GS05
Wastewater Operator I	GS05
Water Operator I	GS05
Librarian Specialist	GS06
Electric Groundman	GS06
Facility Custodian Leader	GS06
Laborer w/ Class A CDL	GS06
Solid Waste Collector	GS06
Sweeper Operator	GS06
Water Operator II	GS06
Accounting Technician	GS07
Assistant Pool Manager	GS07
Evidence Specialist	GS07
Wastewater Operator III	GS07

Water Operator III	GS07
Crew Leader	GS08
Carpenter	GS08
Mechanic	GS08
Welder	GS08
Customer Service Field Representative	GS08
Equipment Operator	GS08
Wastewater Lab Technician	GS08
Wastewater Operator IV	GS09
Water Operator IV	GS09
Controls Technician	GS10
Electric Line Locator Technician	GS10
Electric Lineman	EL15
<u>Electric Lineman Apprentice</u>	<u>E02</u>

EXECUTION OF AGREEMENT

The foregoing Agreement between the Union and the City of Gallup having been duly approved by both parties, is hereby executed by the undersigned authorized representative(s) of each party.

For the City of Gallup:

For the Union:

By: _____
Maryann Ustick
City Manager

By: _____
Robert Butero
UMWA Local 2005 Representative

Attest:

By: _____
Alfred Abeita
City Clerk

**GALLUP DETOXIFICATION CENTER
ADMINISTRATION AND OPERATIONS AGREEMENT**

THIS AGREEMENT entered into effective the 1st day of July, 2020 by and between Na’Nizhoozhi Center, Inc., herein called **Provider** and the **City of Gallup**, a municipal corporation, herein called **City**.

General Provisions:

WHEREAS, alcoholism, addiction and alcohol and substance abuse are severe public health and safety problems facing the City of Gallup, NM and McKinley County.

WHEREAS, individuals, families and communities are affected by the social, economic, physical, mental, and spiritual consequences of alcoholism, addiction, and alcohol and substance abuse; and

WHEREAS, the City of Gallup (“City”) is duly authorized to execute and administer agreements;

WHEREAS, the Na’Nizhoozhi Center, Inc. (“Provider”) hereby agrees to provide detoxification and rehabilitative programs for substance abuse matters per scope of work, paragraph 1; and to prioritize detox and treatment services to ensure the public health and safety of its respective communities; and to provide a holistic approach to address such alcohol and substance abuse issues.

1. BACKGROUND AND SCOPE OF WORK:

This agreement is for the operation and administration of the Gallup Detoxification Center. The center provides protective custody and social model detoxification services within the City of Gallup. Gallup Detoxification Center provides an environment to safely house inebriates and allow the effects of alcohol or other intoxicants to abate so they may regain their normal functionality. The center is operated as a Treatment Facility and in compliance with New Mexico Detoxification Reform Act. (§43-2 NMSA 1978).

A. Facility Information

The Gallup Detoxification Center is located at 2205 Boyd Avenue in Gallup, NM. It is open 24 hours per day, seven days per week, and is open 365 days each year. The building was constructed in 1992 and is approximately 30,000 square feet. The facility is designed to house up to approximately 150 clients for a maximum of seventy-two (72) hours. Protective custody is comprised of two large holding areas with restroom facilities, along with two smaller holding areas and two isolation rooms. The facility has a separate secured area with approximately 24 beds. The high-risk area is located next to the protective custody area and has hospital beds for placement of clients requiring continuous observation for conditions requiring immediate medical attention. In addition there are two large men areas previously used for the shelter program and 72 hour hold. There is also space for a kitchen, freezer and walk-in cooler, with a dining area/gymnasium. There are a number of offices and conference rooms in the administrative area of the facility.

The City will provide:

1. A smoke detector/fire alarm/sprinkler system integrated with an operating door control access system.
2. A fully operation camera security/surveillance system. The Provider will maintain system.
3. Maintenance for the building including interior and exterior and all fixtures, excluding all custodial services.
4. Maintain the parking lot. Excluding custodial services.
5. An operational back-up electrical generator and provide the maintenance and diesel.

6. Sixteen (16) hospital beds.
7. Two (2) industrial washers and (2) dryers.
8. Stove and Dishwasher
9. Access to all existing accessory buildings on the property at the time of occupancy.
10. Commercial building/property insurance coverage.

B. Detoxification Services/Protective Custody

Officers are transported to the center primarily through the Gallup Police Department's Community Service Officers and through other local law enforcement agencies. The treatment provider will provide detoxification services for up to seventy-two (72) hours past the estimated time of arrival of the client. Only persons referred to the Center by an authorized agency shall be eligible for Protective Custody Detox. The average number of client intakes is approximately 75 per day, with peak intakes around the 1st and 15th of the month of approximately 110 per day.

The Provider will provide appropriate intake screening to:

- Promptly assess the physical condition of the client (inspect for injuries requiring medical care, condition of clothing and person, take basic readings-blood pressure, blood glucose, etc.) Properly trained and appropriately licensed staff shall provide required clinical services.
- Record client personal and demographic information (name, address, phone number, family contact phone number or other information, location of pickup, etc.) The Provider shall be responsible for accurate and complete data collection for all client intakes. Due to the inebriated condition of some clients, some data may need to be collected during the discharge process.
- Perform initial breathalyzer (BRAC) measurement and record level on client file.
- Determine if patient requires immediate referral to another facility for acute care services.

The Provider will place the client into protective custody.

- The Provider shall offer a basic orientation about the facility and procedures to the client.
- All clients shall be monitored "eyes-on" on a 24 hour basis while they are in the protective custody holding area.
- Clients shall be checked periodically for their vital signs.
- Clients who are not ambulatory shall be placed in a "high-risk" monitoring area with appropriate staff to watch for seizures or other life-threatening conditions, which may require immediate intervention or other medical attention.
- Clients shall be provided with necessary nutrition and shelter while in protective custody.
- The Provider shall perform any assessment and counseling services as specified by their program.

The Provider will manage the client discharge process.

- Clients shall remain in protective custody until they have reached a breath alcohol content of 0.00%. The client shall be discharged pursuant to Subsection E of §43-2-8 NMSA 1978.
- The Provider shall record the date and time of discharge, along with the BRAC at discharge.
- The Provider shall offer appropriate assessment, counseling, and aftercare referrals as specified by their program.
- The Provider shall have the discretion to discharge the client during day light for client safety.

C. Reporting / Deliverables

The Provider will be required to report client service data on a monthly basis to the City. The Provider reports shall include the following data:

- Number of client intakes with breakdowns by gender, city/state of residence, repeat client
- Length of stay of all admissions

- Number of clients referred to after-care/follow-up treatment
- Number of clients sent to the Indian Health Service or other health care facilities for medical detoxification
- Any other information requested by the City
- The Provider shall produce financial and other documents including the following:
 - Monthly reimbursement invoice
 - Monthly financial statements with detailed actual expenditures and revenues
 - Year-end cost reports
 - Annual audit reports

2. **COMPENSATION:**

In consideration for the services provided pursuant to Paragraph 1, the Provider will be reimbursed, and shall invoice the City in recognition of those services provided. Compensation shall be in the amount of \$835,000.00. “Provider” shall invoice “City” on a monthly basis in actual expenses showing in detail the nature of the services rendered or as deemed mutually suitable with its’ request for payment.

3. **TERM:**

Subject to the parties executing this contract, the term of this Agreement shall be for services provided for the period of July 1st, 2020 thru June 30th, 2021.

4. **TERMINATION:**

Termination for Cause: If, through any cause, the PROVIDER fails to fulfill in a timely and proper manner the PROVIDER’S obligations under this Agreement, or if the PROVIDER violates any of the covenants, agreements, or stipulations of this Agreement, the CITY may order PROVIDER by written notice to stop the services or any portion of them until the cause for such order has been eliminated. If the PROVIDER fails to correct the cause within five (5) working days of date of written notice, CITY shall have the right to immediately terminate this Agreement. The PROVIDER shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

Termination for Convenience: Notwithstanding the above, this Agreement may be terminated without cause by the City upon written notice delivered to the PROVIDER at least **thirty (30)** days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. **STATUS OF PROVIDER:**

The Provider and his agents and employees are independent providers performing professional services for the City and are not employees of the City of Gallup. The Provider, and his agent and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Gallup as a result of this Agreement. Neither shall the City be liable to the Provider nor its Agents, nor their estates for any injury to person or property incurred in the course of the performance of this Agreement unless such injury shall have directly and proximately resulted from grossly negligent or reckless conduct on the part of the City or its Agents acting within the scope of their employment and official duties.

6. **INDEMNITY:**

The Provider shall indemnify and hold harmless the City, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons' or damage to property caused by, or resulting from Provider’s and /or its employees, own negligent act(s) or omission(s) while provider and/or its employees performs or fails to perform its obligations and duties under this agreement.

7. ASSIGNMENT:

The Provider 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 City.

8. SUBCONTRACTING:

The Provider may subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

9. RECORDS AND AUDIT:

The Provider shall maintain detailed time records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City of Gallup Finance Department and the New Mexico Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

10. APPROPRIATIONS:

The terms of this Agreement are contingent upon sufficient monies being made available by the City of Gallup for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City of Gallup, this Agreement shall terminate upon written notice being given by the City to the Provider. The City's decision as to whether sufficient appropriations are available shall be accepted by the Provider and shall be final.

11. RELEASE:

The Provider upon final payment of the amount due under this Agreement releases the City, its officers and employees, and the City of Gallup from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Provider agrees not to purport to bind the City of Gallup to any obligations not assumed herein by the City of Gallup, unless the Provider has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY:

Any information, including patient information given to or developed by the Provider in the performance of this Agreement shall be kept confidential and shall only be made available to any individual or organization by the Provider, in accord with all applicable Federal and State law and regulation, including HIPAA regulations, or pursuant to the Order of a Court or Agency of competent jurisdiction. Upon completion of the Term of this Agreement, Provider may access and retain physical copies of all such information for business and treatment purposes, as permitted by law and regulation. All patient information shall be the property of Provider.

13. CONFLICT OF INTEREST:

The Provider warrants that it currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. The Provider further covenants that in the performance of this Agreement no person having any such interest shall be employed by the Provider. The Provider warrants that it does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process.

14. AMENDMENT:

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

15. SCOPE OF AGREEMENT:

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. And no subsequent agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated by way of amendment as described in Paragraph 15.

16. NOTICE OF PROCUREMENT CODE:

The Procurement Code of the City of Gallup imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

17. EQUAL OPPORTUNITY COMPLIANCE:

The Provider agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Provider agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Provider is found to be not in compliance with these requirements during the life of this Agreement, the Provider agrees to take appropriate steps to correct these deficiencies.

18. INSURANCE:

Provider shall provide and keep in force a certificate of insurance which shall be provided by the Program Coordinator in the maximum amount of liability exposure of the City under the New Mexico Tort Claims Act, Section 41-4-1 et. seq NMSA 1978 Comp. (revised) and includes statutory limits for commercial general liability including automotive/vehicle liability. Certificate evidencing the above shall be furnished to the City of Gallup with the City named as additional insured on all policies.

20. IMPROVEMENTS TO PREMISES AND INVENTORY: Provider agrees that any and all alterations, additions, and improvements of any nature, except moveable furniture, made at Provider's own expense after having first obtaining the written consent of City thereof, whether attached to the walls, floors, premises, or not, shall immediately merge and become a permanent part of the Gallup Detoxification Center, and any and all interest of the Provider therein shall immediately vest in City, and all such alterations, additions, and improvements shall remain on the said premises and shall not be removed by Provider at the termination of this contract. Any moveable furniture, which Provider is privileged to remove, must be removed by Provider on or before the termination of the contract. City and Provider will also agree to an inventory list of personal property items, such as beds, chairs, tables and other moveable furniture that City will have on site at the beginning of this contract. Said inventory list will be signed by Provider and City and upon termination of the contract all items on said inventory will remain at the Gallup Detoxification Center and are the property of City. Any damaged items on the inventory list that are no longer usable by Provider shall be discarded only after inspection by City. Any replacement of such items by Provider will be clearly marked as Provider's property.

21. APPLICABLE LAW:

This Agreement shall be governed by the ordinances of the City of Gallup and the laws of the State of New Mexico.

22. ENTIRE AGREEMENT:

This Agreement represents the entire contract between the parties and, except as otherwise provided herein,

may not be amended, changed, modified, or altered without the written consent of the parties hereto.

23. WAIVER OF CONTRACTURAL RIGHT:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

24. SEVERABILITY:

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

25. FORCE MAJEURE:

Neither party shall be liable for any loss nor damage due to causes beyond its control, including fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, Acts of God, the elements of war, civil disturbances, acts of civil or military authorities or public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, acts or omissions of communications carries, or other causes beyond that party's control. Either party may terminate this Agreement immediately upon written notice if the other party is prevented from performing its obligations under this agreement for a period of more than thirty (30) days due to the reasons set forth in this subsection.

26. NOTICE:

All notices, requests, demands or other communications required or desired to be made or given hereunder or in connection herewith shall be in writing and shall be deemed to be duly given if delivered in person or mailed by certified or registered mail, postage prepaid, to the parties at the following addresses, or to such other addresses as may from time to time be designated by the parties by written notice in the manner herein provided:

City of Gallup: Maryann Ustick
City Manager
P.O. Box 1270
Gallup, New Mexico 87305-1270

Provider: Na'Nizhoozhi Center, Inc.
506 Frances St.
Gallup, NM 87301
505-722-9282

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date of executing by the City below

PROVIDER:

ORGANIZATION NAME: Na'Nizhoozhi Center, Inc. (NCI, Inc)

SIGNED BY: _____
NAME AND TITLE: Kevin Foley, Ph.D. NCI, Executive Director

Date: _____

CITY OF GALLUP, NEW MEXICO

BY: _____
Louie Bonaguidi, Mayor

Date: _____

ATTEST:

Alfred Abeita, City Clerk

**Enchantment Energy Consulting (“EEC”), RIO Energy (“RIO”) and Stelzner Winter
Warburton Flores Dawes (“SWWFD”)
Scope of Services
For
Advisory, Management, Analytical, & Legal Services to Support
Wholesale Power Supply Procurement**

Background: The City of Gallup Electric Department (“Gallup” or “City”) is a municipal electric utility located in the western New Mexico. Gallup does not own any generation facilities but will in 2025, have an option to purchase an 8 MW PV Solar generation facility that is currently providing energy to Gallup under a long-term PPA. Gallup receives most of its wholesale power supply from Tri-State Generation and Transmission Assn. (“TSGT”) under a Power Purchase Agreement with Continental Divide Electric Cooperative (“CDEC”). The CDEC PPA requirements contract expires June 30, 2025. The PPA contains a provision that allows Gallup, beginning July 1, 2022, to obtain an additional 5% of its power supply requirements from a city owned or contracted generation (“COG”) similar to the existing arrangement for the PV solar facility. The balance of the City’s wholesale power supply is provided from Western Area Power Administration (WAPA).

In preparation of the availability of the 5% COG, the City intends to issue an RFP for additional COG, potential new power supply and related services.

Services: Contractors will provide Advisory, Management, Analytical and Legal services related to the development, analysis, negotiation and potential award of a Power Purchase Agreement.

- **Scoping RFP Requirements:** Includes review and consideration of existing CDEC PPA, PV Solar PPA and proposal models currently being deployed in the industry. Meet with City staff to determine specific elements to be included such as minimum requirements, bidder qualifications, transaction structure options and term of any new PPA. (Est: 20 hours EEC/RIO)
- **RFP Drafting:** Contractor will draft the technical sections of the RFP related to the provision of COG or wholesale power supply and delivery, provide input to the development of proposal scoring criteria, and coordinate with the City’s Procurement Officer to include necessary provisions to comply with the requirements of the City’s procurement code. (Est: 40 hours EEC/RIO)
- **Review and Edit:** Review and edit RFP for compliance with procurement codes and other technical edits. (Est: 15 hours SWWFD)
- **RFP Administration:** Assist in administering the RFP including developing the vendor distribution list, provide input to Q&A process, and manage the process according to the proposal schedule. Including, but not limited to, fielding and responding to bidder questions, and staff and governing body meetings and presentations (Est: 60 hours EEC/RIO)

- RFP Assessment/Analysis: Perform an assessment of the Proposal submissions for overall responsiveness to the requirements and provide an analysis of the overall delivered value of each of the proposals and present results to City as necessary. (Est: 100 hours EEC/RIO)
- PPA Drafting: Including additional provisions for City-Owned Generation as an integrated element of the PPA ((Est: 10 hours EEC/RIO + 20 hours SWWFD)
- Award and Contract Negotiation: Assist the City selection of successful bidder and negotiations of a PPA (Est: 60 hours EEC/RIO + 10 hours SWWFD)
- Participation in City Presentations (Est: 20 hours EEC/RIO + 15 hours SWWFD)
- Implementation Oversight: Includes working with various City departments, providing advisory assistance/support to the City for amending transmission and ancillary services agreements to effect delivery of the power supply(ies) contracted in the PPA. (Est: 40 hours EEC/RIO)
- Other services as requested to secure a PPA for firm wholesale power supply to the City.

Power Replacement/Solar RFP Process Effort		
	E.Padilla/E.Reyes	SWWFD
Tasks	Hours	Hours
Scoping RFP Reqmts to include review and consideration of proposal models currently being deployed in the industry	20	
Drafting RFP to include options for City-Owned Generation	40	
Review and edit RFP for compliance with procurement codes and other technical edits		15
RFP Procurement Administration to include, but not limited to, fielding and responding to bidder questions, and staff and governing body meetings and presentations	60	
Proposal Review/Assessment/Analysis and related presentations	100	
PPA Drafting to include new provisions for City-Owned Generation	10	20
PPA negotiation with one or more bidders	60	10
Participation in City Presentations	20	15
Implementation Oversight including working with various City departments	40	
Total	350	60

**CITY OF GALLUP
PURCHASING DEPARTMENT -- TABULATION SHEET(S)**

Bid No. 2014 BID ON: Solar Farm Vacuum Reclosure

Open Date: May 12, 2020 at 2:00 P.M. (Local)

Item No.	Items and Descriptions	Quantity	Western United Albuquerque, NM			
1	Reslosure, electronically controlled, solid dielectric vacuum with Triple Option trip/close capabilities. Includes delivery, storage and handling.	2 each (Set of 3)	\$14,700.00			
			\$29,400.00			
	Adjust for NM Preference		Resident-5% 27,930.00			
	Acknowledge of Amendments		Yes			
	NM State Resident/Veteran's Preference		Yes-Resident			
	Delivery ARO:		16-18 weeks			
	Payment Terms		Net 30			
	F.O.B.		Destination	Destination	Destination	Destination



Osmose[®]

Make a more resilient
grid possible today

Joint Use Management
Services

SAFETY SETS THE PACE

- Osmose Spring Safety
 - Vehicle inspections focuses on tires, wipers, lights and visibility
 - Sun glare –
 - have sunglasses
 - clean windshield
 - Inside and out
 - ensure your windshield washer fluid is full
 - Preparation for the work day focuses on clean, layered, and insulated clothing, waterproof boots with good tread and covering up extremities

DISCUSSION TOPICS

- Objectives
 - Conduct a Joint Use Audit that:
 - Creates a full baseline of attachment information
 - Maximizes rental rates and audit cost recovery
 - Identify existence of Double Wood locations and current status
 - Capitalize the visit to the pole and investigate optional collection items
 - Collect height attachment
 - Pole Loading analysis
 - Lidar
 - Other initiatives
 - Develop a process for permit applications

AUDIT VALUE PROPOSITION

- ✓ Osmose has polled pole owners about the results of recent JU programs. The answers support continued audits on a cycle:
 - ✓ When on a 5-7 year cycle new attachments find rate is between 5-6%
 - One customer Osmose found ~30,000+ new attachments on ~1 millions poles with only six years between audits
 - ✓ Cost recover for audit is between 65-75% for the pole owner (Contract Dependent)
 - Audits are a cash flow issue not a cost issue
 - Additional revenue from new found attachments in year 1 repay the cost of the audit and each additional year is new found revenue
 - Some owners have incorporated other collection items such as violations or Double Wood which make the project cost neutral when their add value are incorporated into the equitation
- ✓ Audits are the first step in implementing a strict attachment request process
- ✓ Audits reduce pole ownership costs

Average New Attachments	5-6%
Current attachment count	200,000.00
Expected New attachments	10,000.00
Yearly Rental Rate	\$ 20.00
Fines for unauthorized attachments (assumes 5 years fine)	\$ 100.00
Year 1 new rent	\$ 200,000.00
Year 1 fines	\$ 1,000,000.00
Year 1 return	\$ 1,200,000.00
Years 2-5	\$ 800,000.00
Total 5 year return	\$ 2,000,000.00
Total Poles on System	300,000.00
Survey Cost per pole	\$ 5.00
Total Survey Cost	\$ 1,500,000.00
Audit recovery	\$ 1,125,000.00
Your Cost	\$ 375,000.00
Final 5 year Return	\$ 1,625,000.00

OSMOSE APPROACH

(BUILDING BLOCKS OF JOINT USE MANAGEMENT)

- ❖ Osmose Joint Use Management is a series of building blocks that lead to comprehensive management
- ❖ Each project is a block
 - ❖ It starts with Contract Review – understand what you can, can't, and should do
 - ❖ The Field Survey will identify
 - ❖ Who is attached
 - ❖ Where are they are attached
 - ❖ How they are attached
 - ❖ Are they being billed for each attachment
 - ❖ Share results with all stakeholders (Collaboration)
 - ❖ Additional projects to extend the life of your structures
 - ❖ Increase safety with removal of violations identified during the survey
 - ❖ (Double wood, clearance violations)



COLLABORATION AND OSMOSE ONLINE

The screenshot shows the Osmose Online Data interface. The top bar includes the Osmose logo, 'Online Data', and a search bar containing 'DTE_Energy_JUA_2017'. Below the search bar are navigation icons and a 'Tools' menu. The left sidebar contains a 'Results' section with 'Map Contents' and a list of layers including 'Poles', 'Attachments', 'DTE_Boundaries', 'US_Landbase', 'Streets', 'Hydrology', and 'Railroads'. The main map area displays a satellite view of a residential area with numerous green and yellow dots representing utility poles. Below the map is a data table with columns for 'Accept / Dispute', 'Reason', 'Latitude_1', 'Longitude_1', 'Street Number_1', 'Street Name_1', 'County_1', 'State_1', 'Structure Type_1', 'Length_1', 'Class_1', 'Year Manufact_1', 'Structure State_1', 'Joint Use Attachment Type_1', 'Joint Use Attachment Quantity', and 'Joint Use Attachment Owner Name'.

Accept / Dispute	Reason	Latitude_1	Longitude_1	Street Number_1	Street Name_1	County_1	State_1	Structure Type_1	Length_1	Class_1	Year Manufact_1	Structure State_1	Joint Use Attachment Type_1	Joint Use Attachment Quantity	Joint Use Attachment Owner Name
Accept	---	42.467385	-83.236708	24359	Northwestern Hwy	Oakland	MI	Wood Pole	45	5	1969	In Service	Fiber	1	123NET
Accept	---	42.467388	-83.23671	24359	Northwestern Hwy	Oakland	MI	Wood Pole	45	5	1969	In Service	Fiber	1	123NET
Accept	---	42.467388	-83.23671	24359	Northwestern Hwy	Oakland	MI	Wood Pole	45	5	1962	In Service	Fiber	1	123NET
Accept	---	43.318878	-83.078553	3424	Wilson St	Sanilac	MI	Wood Pole	45	3	1955	In Service	Telephone	1	CenturyTel Michigan Network LLC.
Dispute	Not our attachment	43.319622	-83.07856	3408	Wilson St	Sanilac	MI	Wood Pole	40	4	1993	In Service	Fiber	1	CenturyLink
Accept	---	43.318843	-83.078558	3434	Wilson St	Sanilac	MI	Wood Pole	35	5	1960	In Service	Telephone	1	CenturyTel Michigan Network LLC.
Accept	---	43.319623	-83.078555	6401	Euclid St	Sanilac	MI	Wood Pole	45	3	1998	In Service	Fiber	1	CenturyLink
Accept	---	43.319607	-83.078553	3416	Wilson St	Sanilac	MI	Wood Pole	40	4	1950	In Service	Telephone	1	CenturyTel Michigan Network LLC.
Accept	---	43.320337	-83.078548	6400	Euclid St	Sanilac	MI	Wood Pole	50	1	1999	In Service	Fiber	1	CenturyLink
Accept	---	43.318487	-83.078607	3444	Wilson St	Sanilac	MI	Wood Pole	50	1	2002	In Service	Fiber	1	CenturyLink
Accept	---	43.320337	-83.078547	6400	Euclid St	Sanilac	MI	Wood Pole	45	3	1998	In Service	Fiber	1	CenturyLink

1. The most important step in building an audit strategy is collaborating with the major stakeholders including attachers. Ensuring all the collection criteria and methodologies are agreed to at the onset is the linch pin of the survey
2. Validation and Data Acceptance, all billing and fees rely on the belief that the survey is accurate and acceptable to all parties. Osmose offers the best method for achieving acceptance, Osmose Online Joint Use Viewer.

- ✓ Secure, password protected environment
- ✓ Display pole-top images to provide proof of attachments, violations, etc.
- ✓ Incorporates customers' landbase or Osmose landbase & satellite imagery
- ✓ Create custom queries and print reports

LEVELS OF JOINT USE SURVEYS

Collection	Simple	Intermediate	Benefit
Pole Attributes (GPS, height, class, owner, etc.)	✓	✓	
Attachments (type, owner, count)	✓	✓	
Pole Top Image	✓	✓	<i>Reference image of pole top to support GIS, NESC issues, 3rd party back-billing</i>
Violations/Hazards/Double wood	✓	✓	<i>Identify NESC issues caused by pole owner or 3rd parties for follow-up correction</i>
Load Screening Estimate		✓	<i>Low-cost screening to identify potentially overloaded poles flagged for detailed analysis in O-CalcPro</i>
Attachment Heights on the Pole		✓	<i>Pole modeling/loading/design, evaluating clearances at the pole</i>
Calibrated (DMT) Image		✓	<i>Allows customer to extract their own heights, wire sizes, etc. or as a QA/reference file accompanying a completed O-CalcPro delivery.</i>
Budgetary \$ Range	Low	Med	

BASIC ATTACHMENT AUDIT

The goals of a basic attachment audit are:

1. Determine who is attached to each structure
2. How many attachments on those structures
3. Matching the collection to the yearly billing and updating billing
4. Identifying “unauthorized” attachments
5. Cost recovery for audit
6. Take advantage of the pole visit – optional items

1. Maintenance items

2. Photos

3. Attachments on Foreign poles

4. Double Wood

5. Violations

6. Asset collection

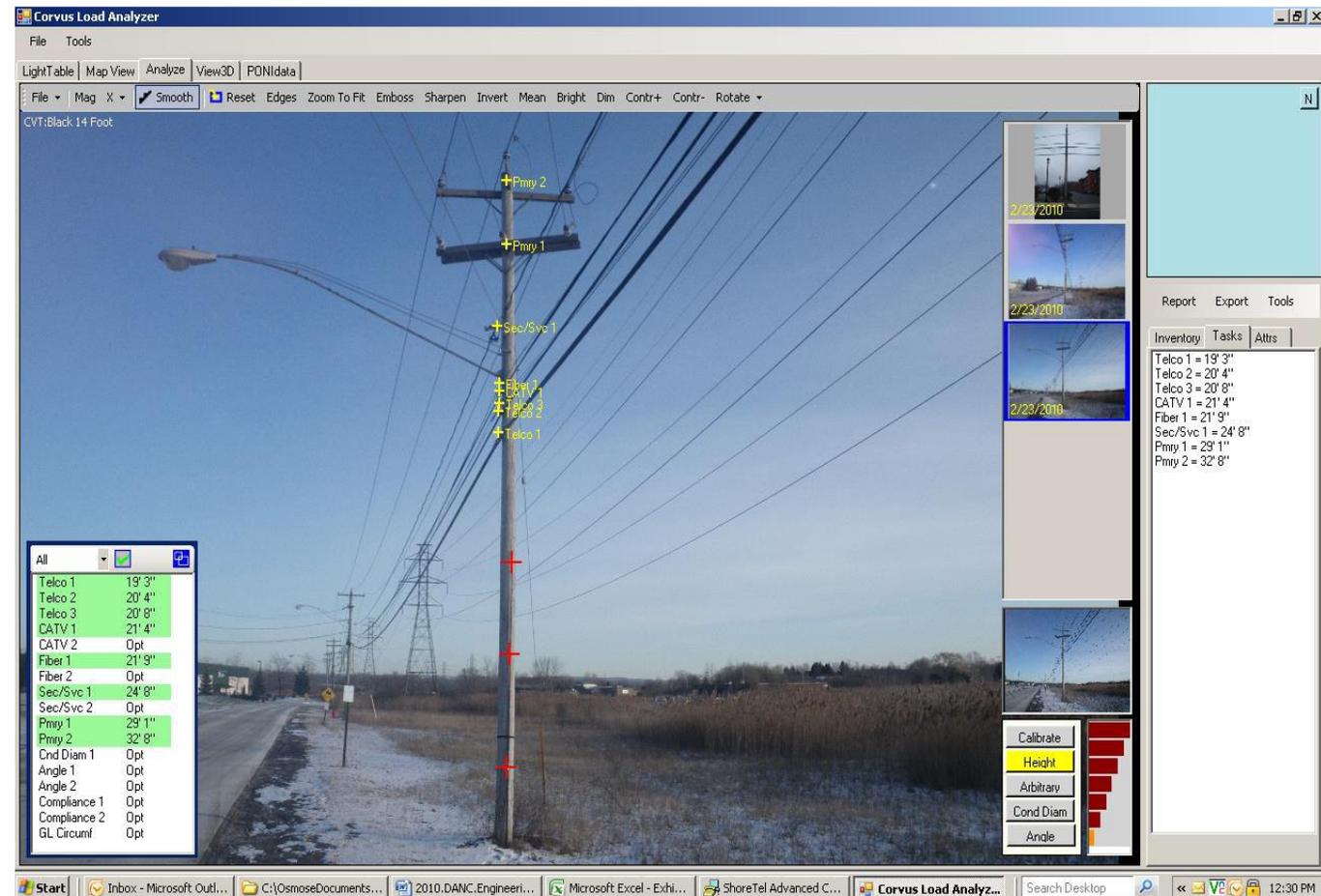
Poles	In Field	Y/N
	Not in Field	Y/N
	New	Collect GPS
Attachment	Ownership	Company Name
	Type	See “Attachment Type” list below
	Quantity	Numeric Number
	Overlash	Y/N
	Power Supply	Y/N
Maintenance Items (optional)	Maintenance Type	See Maintenance Items list below
Photo (optional)	Pole	Attachment zone
Foreign Pole	Customer on foreign Pole	Y/N

INTERMEDIATE ATTACHMENT AUDIT

Collection of all the items from basic audit plus collection of heights and load screening.

For attachment height Osmose will use DMT (Digital Measurement Technology)

DMT ("Digital Measurement Technology") provides the ability to accurately measure attachment heights, wire diameters, and other general dimensions using a digital camera and visual target that are calibrated for the DMT application. Provides safer, faster, and more accurately results than traditional hot stick methods.

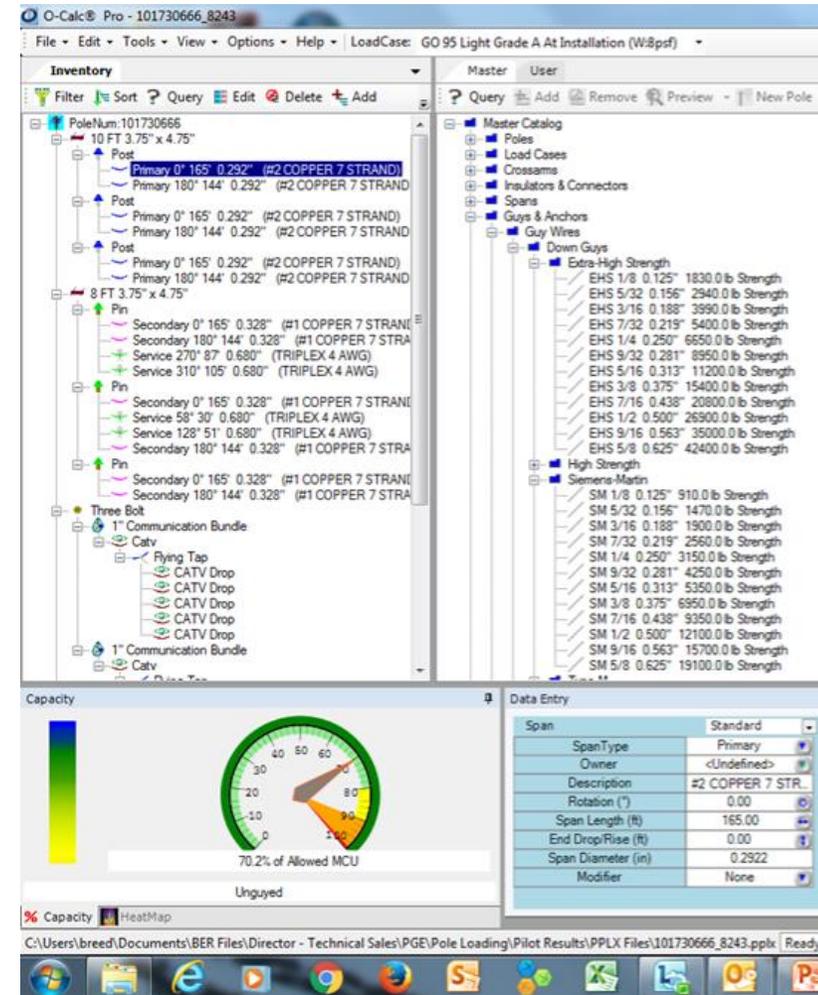


INTERMEDIATE ATTACHMENT AUDIT

Collection of all the items from basic audit plus collection of heights and load screening.

Osmose uses a process called load screening to identify pole locations where pole are “potentially” overloaded for further investigation.

Load screening is the process by which capturing the configuration of the pole with attachment heights and other attributes determines the probability that a pole is overloaded and needs a full PLA through O’Calc. This limits the need to collect all the attributes required for a full PLA – span lengths, angles, down guys, etc.

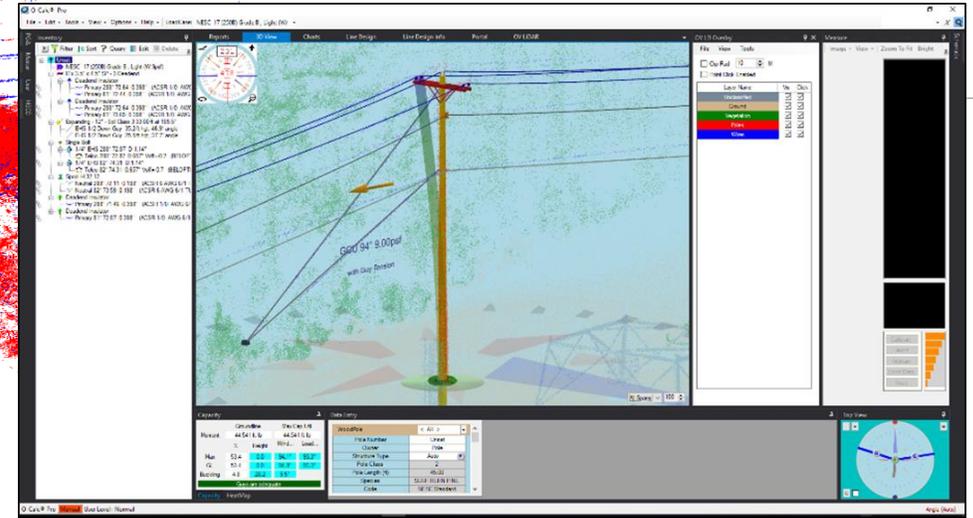
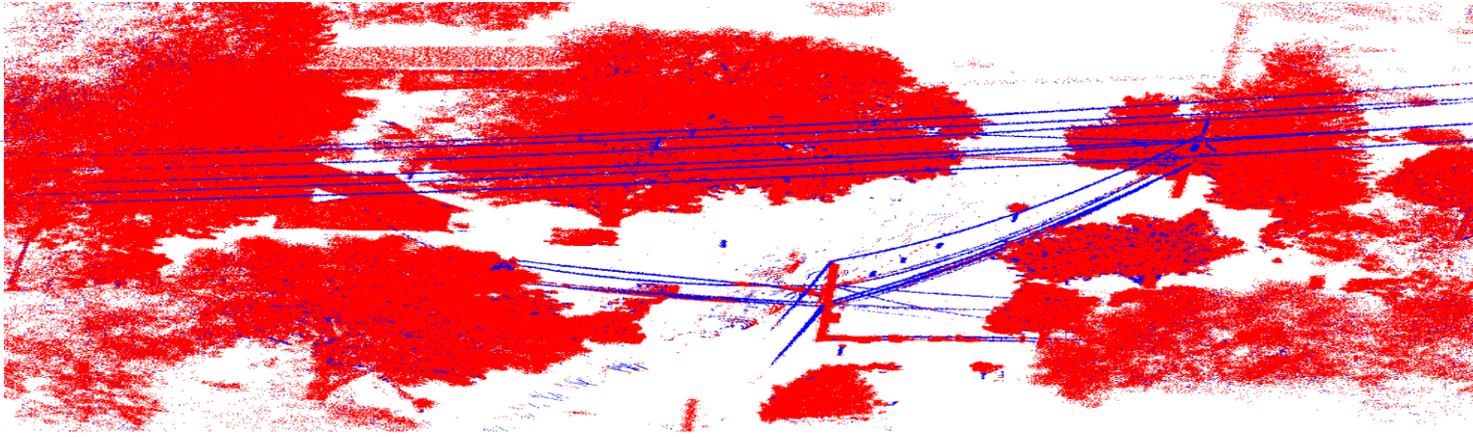


VALUE ADD OPTIONS

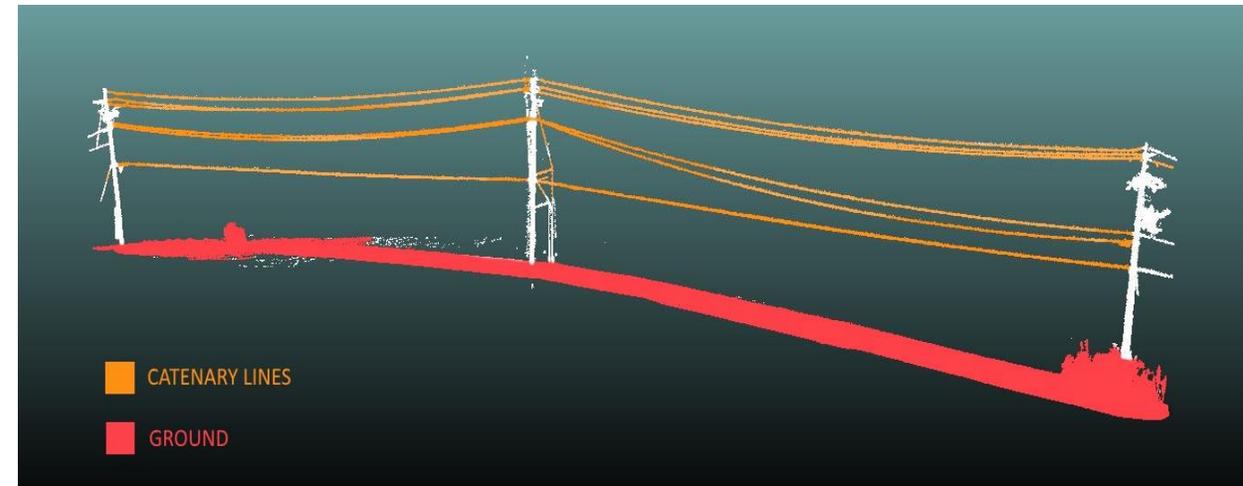
- OsmoVision a LiDAR/Imagery Solution by Osmose
- What is it – A combination of LiDAR and Imagery processing that improves accuracy, consistency and efficiency of pole locations, assets, loading and clearance analysis.
- Key features - 300,000 points per second, 1-3 cm relative accuracy, LiDAR classifications (Pole Classifier, Wire Segmentation and Classification, LiDAR Corridor Maker, and Geo Referencing)



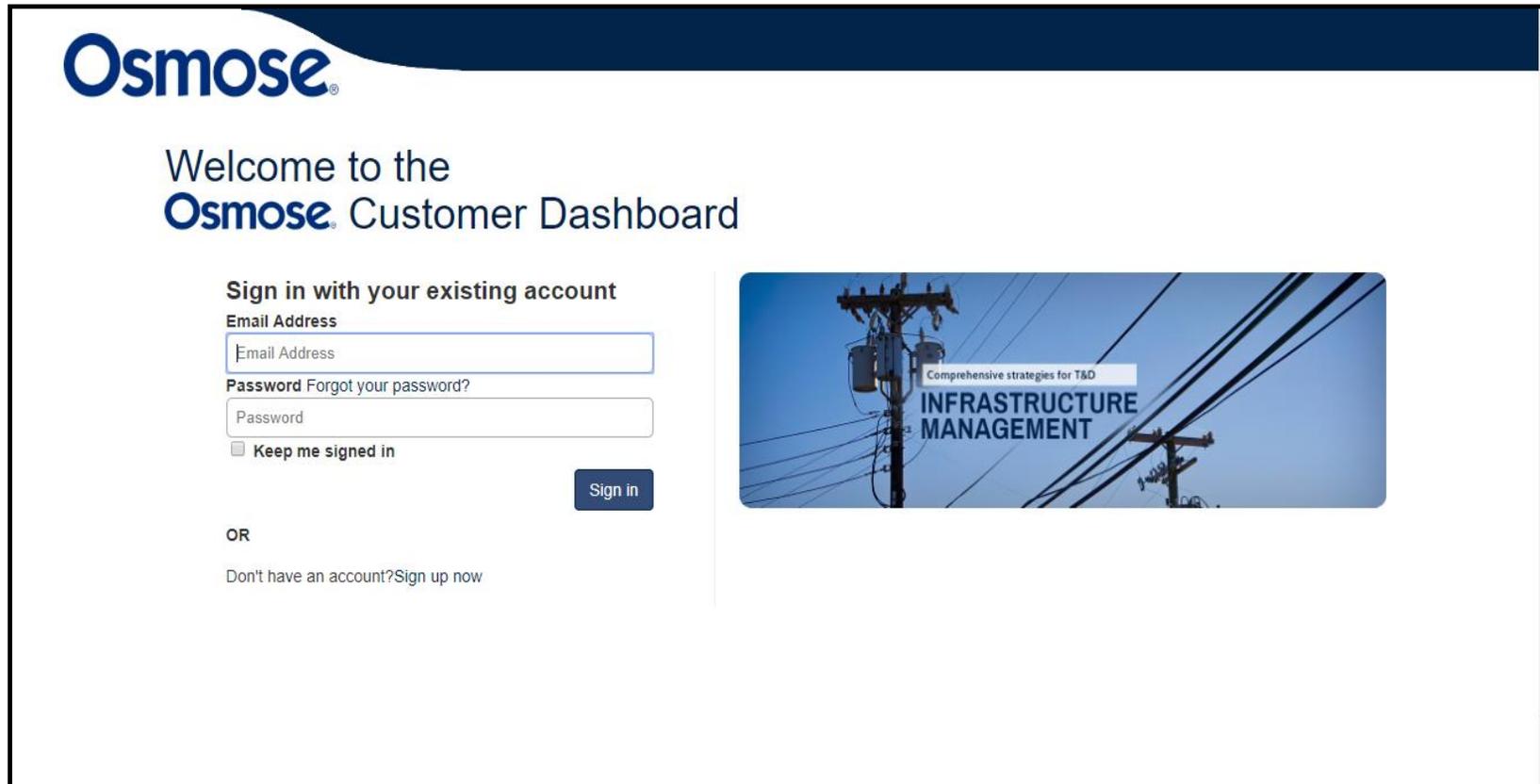
OsmoVision



- Provides attachment heights, span lengths, line angles
- Minimized field collection variability
- Backpack/Handheld solves LiDAR deployment issues
- Accurately models wire sag
- Integrates with O-Calc® Pro Pole Loading software
- Pole Builder
- Well Classified point cloud
- Automated Clearance evaluation tools
- Embedded Imagery
- Provides information to perform Vegetation Management



CUSTOMER DASHBOARD/ JOINT USE APPLICATION PORTAL



The screenshot shows the Osmose Customer Dashboard login page. At the top left is the Osmose logo. Below it, the text reads "Welcome to the Osmose Customer Dashboard". The main section is titled "Sign in with your existing account" and contains a form with the following elements:

- Email Address:** A text input field with the placeholder "Email Address".
- Password:** A text input field with the placeholder "Password".
- Forgot your password?:** A link next to the password field.
- Keep me signed in:** A checkbox.
- Sign in:** A dark blue button.

Below the form, the text "OR" is displayed, followed by the link "Don't have an account? Sign up now". To the right of the form is a banner image of a utility pole with power lines against a blue sky. The banner contains the text "Comprehensive strategies for T&D" and "INFRASTRUCTURE MANAGEMENT".

JOINT USE APPLICATION PORTAL

- **Portal for Applicants to submit Applications for Attachment** providing an easy to use standardize process for application system and automated tracking of status;
- **Tracking of all milestones related to the project workflow** for each application processed from submission by applicant to completion and approval;
- **Detailed tracking and archiving** of supporting documentation associated with each application (data, images, designs, documents);
- **Providing an online environment for communication and collaboration** between Osmose and pole owners;
- **Communicating status changes, action items, incidence management & reporting, and prioritizing issues** through automated and user-triggered emails to project stakeholders;
- **Supporting an online executive dashboard** for illustrating project performance, summary reports and project details.

New Application

Save & Submit

Applicant: Brian Status: New

Applicant Information

Applicant Name:

Company:

Address:

City: State: Zip Code:

Email: Phone:

Agreement Number: License Number:

(Optional)

Upload Files

Complete this [worksheet](#) with the structures that are in your request. Upload the completed file and a strand map. Attach any additional information that will be useful in evaluating your application.

Required sketches and maps included

No files uploaded

Application Information

Application Name:

Requested Completion Date: (Optional) * Osmose does not guarantee work completion by the date requested

Location: State: Township:

Attachment Type(s):

Number of Structures: Applicant has applied to the joint pole owner

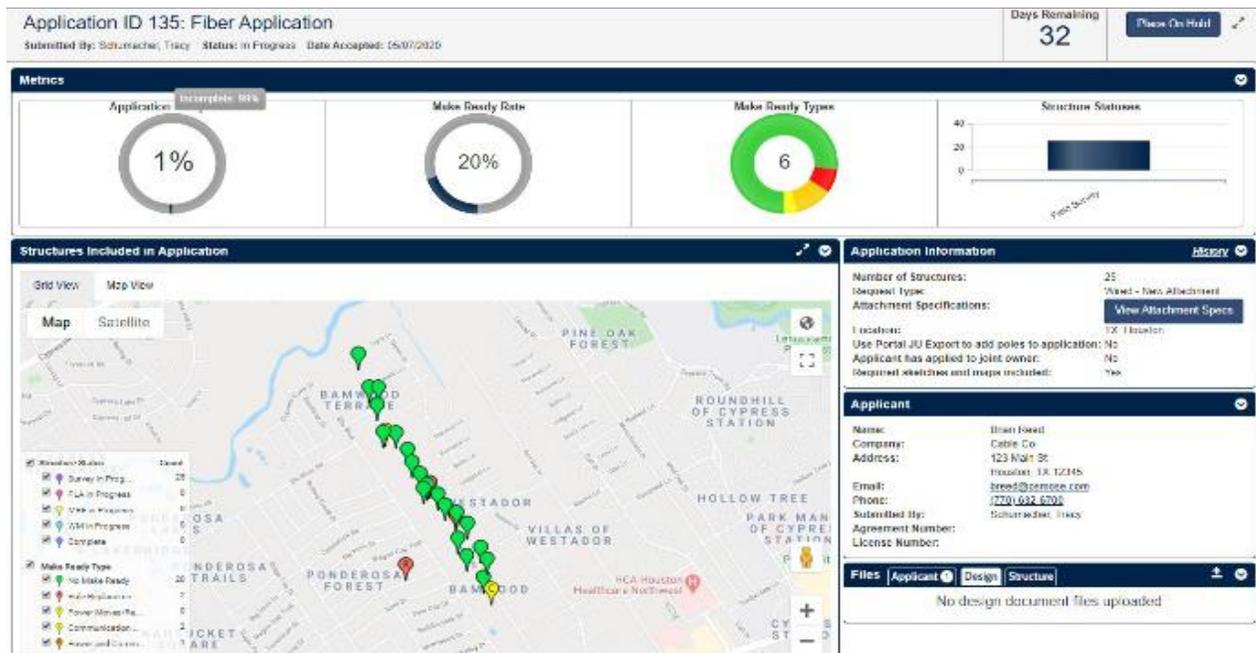
Attachment Information - Wires

Conductor/Cable				Suspension Strand		
Diameter(Inches)	Weight(lbs/ft)	Stringing Tension(lbs)	Rated Breaking Strength(lbs)	Diameter(Inches)	Weight(lbs/ft)	Proposed Location
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Select

APPLICATION MAP VIEW

Application Detail Map View

Each pole on the application is displayed on the Application Detail Map. Poles are represented by status pins to provide the user a simple high level view the make ready work required to accommodate the attachment. The status pins can be turned on or off to enable the user to filter on either the status or the make ready work required. Additionally, the user can select street view in order to “virtually” review the pole location.



JOINT USE APPLICATION PORTAL

Osmose [Home](#) [About](#) [Contact](#) [Customer](#)
Test Project 1 ▾ Reed, Brian E. ▾

Work Request Management

Create a new request:

Select type ▾ [Create](#)

Search Applications:

Application Status

Application Completion

Application Completion Timeframe

Active Pole Statuses

Export: [X](#) [PDF](#)

ID	Application Name	Type	#	Date Submitted	Created By	Requested Completion	Status
1	test app	Wired - Overlash or New Attachment ...	5	10/4/2018	Lou Rzepka	10/17/2018	In Progress
3	Submitted App	Equipment, Equipment ...	1	10/10/2018	Submitter Test	11/06/2018	Accepted
4	Pending App		1			10/30/2018	Pending
5	Rejected App		1		Osmose Test	10/16/2018	Rejected
6	Test Customer2		5	10/10/2018	Lou Rzepka	10/18/2018	Submitted
7	Accepted App	Wired - Overlash or New Attachment, Wired - Overlash or New Attachment, WI...	1	10/12/2018	Submitter Test	10/18/2018	On Hold
10	In Progress		1	10/12/2018	Submitter Test	10/23/2018	Accepted
11	Complete		1	10/15/2018	Submitter Test		Accepted
12	IE		1	10/18/2018	Submitter Test	10/24/2018	Accepted
13	App Test	Wired - Overlash or New Attachment ...	1	10/24/2018	Submitter Test	10/30/2018	Accepted
17	Delete joe	Wired - Overlash or New Attachment ...	1	10/31/2018	Submitter Test		Complete
18	Completed App	Wired - Overlash or New Attachment, Wired - Overlash or New Attachment ...	1	10/31/2018	Submitter Test	11/06/2018	Submitted
19	123	Wired - Overlash or New Attachment ...	1	11/13/2018	Submitter TEST		Submitted

1 - 27 of 27 items

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O360 APPLY

- From the Application Overview Grid, any user (with appropriate permissions) can open and review details of each application. The Application Detail page contains specific information about each pole and its status. The header provides the detailed information about the application including a status view with a countdown of days remaining. The Days Remaining KPI can be configured to pole owner requirements for required turnaround times

OSMOSE TEAM

(EXPERIENCE & CAPABILITIES)

- ❖ Osmose has been supporting our customers' joint use program needs for over 30 years, assisting with:
 - 3rd Party Contract Review
 - Revenue and cost-recovery related to joint use audits and rental billing
 - Managing risk through pole loading, clearance analysis, double wood remediation, pole replacement
 - Make-Ready: Timely processing of incoming applications to attach from 3rd Parties
- ❖ Design Experience Across Millions of Poles
 - Attachment application field surveys
 - Make ready designs and Cost Estimates
 - Digital Measurement Technology - Comprehensive pole loading analyses
 - StrengthCalc, LoadCalc, O-CalcPro®
 - Transfers & Construction Coordination
 - Double Wood Management and Violations
- ❖ GIS and Work Management System updates (NJUNS, NOTIFY, SPANS, Smallworld, ESRI, Logica, STORMS, Passport, Maximo)



BENEFIT SUMMARY

- ✓ Audit Survey:
 - ✓ Maximize your rental revenue
 - ✓ Costs will be shared
 - ✓ You will have the ability to back bill for “Unauthorized Attachments”
 - ✓ Attachers will be forced to follow attachment process and limit “Unauthorized” attachments
 - ✓ GIS and asset records will be updated
- ✓ Double Wood and Violations
 - ✓ Reduce liability and increase safety
 - ✓ Force 3rd party to complete transfers or charge them for it
 - ✓ Ensure you are in compliance
 - ✓ Full turnkey Project Management
- ✓ Pole Design:
 - ✓ Augment your resources
 - ✓ Manage ebbs and flows
 - ✓ Manage Pole Loading Analysis
 - ✓ Reduce pole replacement costs
 - ✓ Ensure proper design and construction
 - ✓ GIS and asset records will be updated
- ✓ Permitting Process & Management
 - ✓ Augment your resources
 - ✓ Manage ebbs and flows
 - ✓ Standardize application process and design
 - ✓ Force compliance for 3rd party attachments
 - ✓ Up to date reporting and invoicing

The background of the slide features a photograph of several high-voltage power transmission towers and utility poles stretching across a landscape under a sunset sky. The towers are silhouetted against the warm, orange and yellow light of the setting sun, with some appearing in the foreground and others receding into the distance. The sky is filled with soft, wispy clouds, and the overall color palette is dominated by the warm tones of the sunset.

Osmose®

Thank you!

Chris DiLiberto

315-385-3811

cdiliberto@osmose.com

osmose.com



— BUREAU OF —
RECLAMATION

Funding Opportunity Announcement No. BOR-DO-21-F001

WaterSMART Grants: Water and Energy Efficiency Grants for Fiscal Year 2021



Mission Statements

The Department of the Interior conserves and manages the Nation's natural resources and cultural heritage for the benefit and enjoyment of the American people, provides scientific and other information about natural resources and natural hazards to address societal challenges and create opportunities for the American people, and honors the Nation's trust responsibilities or special commitments to American Indians, Alaska Natives, and affiliated island communities to help them prosper.

The mission of the Bureau of Reclamation is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public.

Synopsis

Federal Agency Name:	Department of the Interior, Bureau of Reclamation,
Funding Opportunity Title:	WaterSMART Grants: Water and Energy Efficiency Grants for fiscal year (FY) 2021
Announcement Type:	Funding Opportunity Announcement (FOA)
Funding Opportunity Number:	BOR-DO-21-F001
Catalog of Federal Domestic Assistance Number:	15.507
Dates: (See FOA Sec. D.4)	Application due date: Thursday, September 17, 2020, 4:00 p.m. Mountain Daylight Time
Eligible Applicants: (See FOA Sec. C.1)	States, Indian tribes, irrigation districts, water districts, or other organizations with water or power delivery authority located in the Western United States or United States Territories as identified in the Reclamation Act of June 17, 1902, as amended
Recipient Cost Share: (See FOA Sec. C.2)	50 percent or more of project costs
Federal Funding Amount: (See FOA Sec. B.1)	Funding Group I: Up to \$500,000 per agreement Funding Group II: Up to \$2,000,000 per agreement
Estimated Number of Agreements to be Awarded: (See FOA Sec. B.1)	Approximately 35-40 projects, contingent on appropriations.

Application Checklist

The following table contains a summary of the information that you are required to submit with your application.

√	What to submit	Required content	Form or format	When to submit
	Mandatory Federal Forms: Application for Federal Financial Assistance Budget Information Assurances Disclosure of Lobbying Activities	See Sec. D.2.2.1	SF-424, SF-424A, SF-424B, SF-424C, SF-424D and SF-LLL forms may be obtained at www.grants.gov/web/grants/forms/sf-424-family.html	*
	Title page	See Sec. D.2.2.2	Page 15	*
	Table of contents	See Sec. D.2.2.3	Page 15	*
	Technical proposal: Executive summary	See Sec. D.2.2.4	Page 15	*
		See Sec. D.2.2.4	Page 15	*
	Project description	See Sec. D.2.2.4	Page 16	*
	Evaluation criteria	See Sec. E.1	Page 29	*
	Project Budget: Funding plan	See Sec. D.2.2.5	Page 17	*
	Budget proposal	See Sec. D.2.2.5	Page 18	*
	Budget narrative	See Sec. D.2.2.5	Page 20	*
	Environmental and cultural resources compliance	See Sec. F.2.1	Page 47	*
	Required permits or approvals	See Sec. D.2.2.6	Page 24	*
	Letters of support	See Sec. D.2.2.7	Page 24	*
	Official Resolutions	See Sec. D.2.2.8	Page 24	**
	Unique Entity Identifier and System for Award Management	See Sec. D.3	Page 25	***

* Submit materials with your application.

** Document should be submitted with your application; however, please refer to the applicable section of the FOA for extended submission date.

*** Should be completed prior to the application deadline; however, please refer to the applicable section of the FOA for extended completion date.

Acronyms and Abbreviations

AFY	acre-feet per year
AMI	advanced metering infrastructure
ASAP	Automated Standard Application for Payments
ARC	Application Review Committee
CE	Categorical Exclusion
CEC	Categorical Exclusion Checklist
CFR	Code of Federal Regulations
CWA	Clean Water Act
CWMP	Cooperative Watershed Management Program
Department	U.S. Department of the Interior
DUNS	Data Universal Number System
EA	Environmental Assessment
EIS	Environmental Impact Statement
EQIP	Environmental Quality Incentives Program
ESA	Endangered Species Act
ET	evapotranspiration
FAPIIS	Federal Award Performance Integrity Information System
FAQ	Frequently Asked Question
FERC	Federal Energy Regulatory Commission
FOA	Funding Opportunity Announcement
FONSI	Finding of No Significant Impact
FY	fiscal year
LOPP	Lease of Power Privilege
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NOAA	National Oceanic and Atmospheric Administration
NRCS	Natural Resources Conservation Service
OM&R	operations, maintenance, and replacement
P.L.	Public Law
Reclamation	Bureau of Reclamation
SAM	System of Award Management
SCADA	Supervisory Control and Data Acquisition and Automation
U.S.C.	United States Code
USFWS	U.S. Fish and Wildlife Service
WaterSMART	Sustain and Manage America's Resources for Tomorrow

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Section A. Funding Opportunity Description

A.1. Program Information

Through WaterSMART (Sustain and Manage America's Resources for Tomorrow), the Bureau of Reclamation (Reclamation) leverages Federal and non-Federal funding to support stakeholder efforts to stretch scarce water supplies and avoid conflicts over water. WaterSMART provides support for the U.S. Department of the Interior's (Department) priorities, including creating a legacy of conservation stewardship, sustainably developing our energy and natural resources, modernizing our infrastructure through public-private partnerships, striking a regulatory balance, and restoring trust with local communities by improving relationships and communication with states, tribes, local governments, communities, landowners and water users. WaterSMART also supports Reclamation's priorities, including increasing water supplies, leveraging science and technology to improve water supply reliability, addressing ongoing drought, and improving water supplies for tribal and rural communities.

Through Water and Energy Efficiency Grants, Reclamation provides assistance to states, tribes, irrigation districts, water districts, and other entities with water or power delivery authority to undertake projects that result in quantifiable and sustained water savings and support broader water reliability benefits. Water and Energy Efficiency Grants are a component of Reclamation's WaterSMART Grants Program, which also includes Water Marketing Strategy Grants and Small-Scale Water Efficiency Projects. For further information on the WaterSMART Grants Program, please see www.usbr.gov/watersmart/index.html.

This Water and Energy Efficiency Grants FOA provides funding for projects that result in quantifiable water savings and support broader water reliability benefits. These projects conserve and use water more efficiently; increase the production of hydropower; mitigate conflict risk in areas at a high risk of future water conflict; and accomplish other benefits that contribute to water supply reliability in the western United States.

Through this FOA, Reclamation provides funding for projects that increase water reliability consistent with sections 3 and 4 of the October 19, 2018, Presidential Memorandum on Promoting the Reliable Supply and Delivery of Water in the West.

A list of Frequently Asked Questions (FAQs) about WaterSMART and this FOA can be found online at www.usbr.gov/WaterSMART/weeg/faq.html. The list of FAQs will be updated periodically during the application period. For further

information on WaterSMART Grants, please see www.usbr.gov/watersmart/weeg/index.html. For further information on the WaterSMART Program, please see www.usbr.gov/WaterSMART.html.

A.2. Objective of this Funding Opportunity Announcement

The objective of this FOA is to invite states, Indian tribes, irrigation districts, water districts, and other organizations with water or power delivery authority to leverage their money and resources by cost sharing with Reclamation on projects that seek to conserve and use water more efficiently; increase the production of hydropower; mitigate conflict risk in areas at a high risk of future water conflict; enable farmers to make additional on-farm improvements in the future, including improvements that may be eligible for Natural Resources Conservation Service (NRCS) funding; and accomplish other benefits that contribute to water supply reliability in the western United States.

A.3. Statutory Authority

This FOA is issued under the authority of Section 9504(a) of the Secure Water Act, Subtitle F of Title IX of the Omnibus Public Land Management Act of 2009, Public Law (P.L.) 111-11 (42 United States Code [U.S.C.] 10364).

A.4. Other Related Funding Opportunities

Through WaterSMART Grants, Reclamation also provides other funding opportunities. Through **Small-Scale Water Efficiency Projects**, Reclamation provides funding for small-scale water management projects (up to \$75,000 in Federal funding for each project) that have been identified through previous planning efforts. Reclamation has developed a streamlined selection and review process to reflect the small-scale nature of these projects.

In addition, through **Water Marketing Strategy Grants**, Reclamation provides funding to develop strategies to establish or expand water markets or water marketing activities between willing participants. Under this funding opportunity, applicants can conduct outreach and partnership building, scoping and planning activities (e.g., hydrologic, legal, economic, and other types of analysis), and develop a strategy for the implementation of water marketing activities.

Reclamation provides funding for water management projects through several other programs under WaterSMART. Through the **Drought Response Program**, Reclamation provides funding to help build resilience to drought. Through Drought Contingency Planning, Reclamation supports the development of drought contingency plans with participation from a diverse set of stakeholders.

Section A: Funding Opportunity Description

Reclamation also provides funding for Drought Resiliency Projects that increase water supply flexibility and improve water management to build long term resilience to drought and are supported by an existing drought contingency plan.

In addition, through the **Cooperative Watershed Management Program**, Reclamation provides funding to watershed groups to encourage diverse stakeholders to form local solutions to address their watershed management needs. Reclamation provides funding through Phase I of the CWMP for watershed group development, restoration planning, and watershed management project design, and through Phase II for the implementation of watershed management projects.

For information on the timing for these FOAs, please visit the WaterSMART Program website: www.usbr.gov/watersmart/.

A.5. Collaboration with the Natural Resources Conservation Service

Reclamation and NRCS are collaborating to align program resources in areas of the Western United States where our mission areas overlap to improve the impact of the agencies' respective drought resiliency and water efficiency investments. Applicants under WaterSMART Grants receive additional consideration in the evaluation process for delivery system improvements that complement on-farm improvements supported by NRCS, such as those funded through their Environmental Quality Incentives Program (EQIP). Contingent on available appropriations, NRCS provides dedicated EQIP funding to support on-farm water efficiency improvements by producers served by water delivery systems improved through a WaterSMART Grant.

Please note that on-farm improvements themselves are not eligible activities for funding under this FOA. NRCS will have a separate application process for the on-farm components of selected projects.

Under this FOA, consideration will be given under *Section E.1.2. Evaluation Criterion D—Complementing On-Farm Irrigation Improvements* for proposals that describe on-farm efficiency work that is currently being completed or is anticipated to be completed in collaboration with NRCS in the area (e.g., with a direct connection to the district's water supply). Please contact your state NRCS office for more information regarding NRCS assistance. You can find the contact information for your state NRCS office on the United States Department of Agriculture's website, www.nrcs.usda.gov/wps/portal/nrcs/main/national/contact/states/.

Section B. Award Information

B.1. Total Project Funding

The President's FY 2021 budget request includes \$7.8 million for WaterSMART Grants. Reclamation will determine the final amount of funding available for award under this FOA once final FY 2021 appropriations have been made. The amount of funding available for awards under this FOA will depend on the demand for funding under this and other categories of WaterSMART Grants. Any awards are subject to a determination by Reclamation that FY 2021 appropriations are available. Applications submitted under this FOA may also be considered if other funding becomes available in FY 2022 or subsequently.

B.2. Project Funding Limitations

Multiple applications for funding may be submitted for consideration (for example, an applicant may submit a proposal for funding under Funding Group I and a separate proposal under Funding Group II). ***However, no more than \$2,000,000 will be awarded to any one applicant under this FOA.***

The Federal share (Reclamation's share in addition to any other sources of Federal funding) of any one proposed project shall not exceed 50 percent of the total project costs. Generally, the non-Federal share of project costs must be expended at the same or greater rate as the Federal share of project costs.

Applicants are invited to submit proposals under the following two funding groups.

B.2.1. Funding Group I

Up to \$500,000 in Federal funds provided through this FOA will be available for smaller, on-the-ground projects.

- In general, projects funded under Funding Group I should be completed within two years of award (see *Section C.3.3. Length of Projects* for additional information).
- It is expected that more awards will be made for projects in Funding Group I than Funding Group II (described below).

B.2.2. Funding Group II

Up to \$2,000,000 in Federal funds provided through this FOA will be available for larger, phased on-the-ground projects that may take up to 3 years to complete.

- Projects selected under Funding Group II will be funded on an annual basis, for a period of up to 3 years, with a maximum of \$2,000,000 available for the entire project. Funding for the remaining project years will be made available contingent on subsequent congressional appropriations. (Note: Recipients will not be asked to reapply to receive FY 2022 and FY 2023 funding).
- Recipients must demonstrate sufficient progress to receive subsequent funding for remaining phases of the project.
- It is expected that a smaller number of awards will be made for projects in Funding Group II than Funding Group I.

B.3. Environmental and Cultural Resource Compliance

All projects selected for funding under this FOA will be required to comply with the National Environmental Policy Act (NEPA) and other Federal environmental and cultural resource laws and other regulations.

B.4. Assistance Instrument

Project awards will be made through grants or cooperative agreements as applicable to each project. If a cooperative agreement is awarded, the recipient should expect Reclamation to have substantial involvement in the project.

Substantial involvement by Reclamation may include:

- Collaboration and participation with the recipient in the management of the project and close oversight of the recipient's activities to ensure that the program objectives are being achieved.
- Oversight may include review, input, and approval at key interim stages of the project.

At the request of the recipient, Reclamation can provide technical assistance after award of the project. If you receive Reclamation's assistance, you must account for these costs in your budget. To discuss available assistance and these costs, contact the Program Coordinator identified in *Section G. Agency Contacts*.

Section C. Eligibility Information

C.1. Eligible Applicants

Under P.L. 111-11, Section 9502, an eligible applicant is a state, Indian tribe, irrigation district, water district, or other organization with water or power delivery authority.

Applicants must also be located in the Western United States or Territories as identified in the Reclamation Act of June 17, 1902, as amended and supplemented; specifically: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, American Samoa, Guam, the Northern Mariana Islands, and the Virgin Islands.

Those not eligible include, but are not limited to, the following entities:

- Federal Governmental entities
- Individuals
- Institutes of higher education
- 501(c)4 organizations
- 501(c)6 organizations

C.2. Cost Sharing Requirements

Applicants must be capable of cost sharing **50 percent or more** of the total project costs. The total project cost is defined as the total allowable costs incurred under a Federal award and all required cost share and voluntary committed cost share contributions, including third-party contributions.

Cost share may be made through cash, costs contributed by the applicant, or third-party in-kind contributions. Third-party in-kind contributions include the value of non-cash contributions of property or services that benefit the federally assisted project and are contributed by non-Federal third parties, without charge. Cost share funding from sources outside the applicant's organization (e.g., loans or state grants) should be secured and available to the applicant prior to award. Please see *Section D.2.2.9 Official Resolution* and *Section D.2.2.5 Funding Plan and Letters of Commitment* for more information regarding the documentation required to verify commitments to meet cost sharing requirements.

C.2.1. Cost Share Regulations

All cost-share contributions must meet the applicable administrative and cost principles criteria established in 2 Code of Federal Regulations (CFR) Part 200, available at www.ecfr.gov.

C.2.2. Third-Party In-Kind Contributions

Third-party in-kind contributions may be in the form of equipment, supplies, and other expendable property, as well as the value of services directly benefiting and specifically identifiable to the proposed project. Applicants may not include as part of their cost-share for projects funded under this FOA the cost or value of third-party in-kind contributions that have been or will be relied on to satisfy a cost-sharing or matching requirement for another Federal financial assistance agreement, a Federal procurement contract, or any other award of Federal funds. Applicants should refer to 2 CFR §200.434 *Contributions and donations* for regulations regarding the valuation of third-party in-kind contributions, available at www.ecfr.gov.

C.3. Eligible Projects

C.3.1. Eligible Projects

Water conservation and hydropower projects eligible for funding under this FOA are described below. Applications may include anyone, or a combination, of the types of projects described. In general, if you are seeking funding for multiple projects (e.g., a piping project and a hydropower project) and the projects are interrelated or closely related, they should be combined in one application.

Applicants may submit multiple project proposals; however, no more than \$2,000,000 will be awarded in any FY to any one applicant under this FOA.

C.3.1.1. Water Conservation Projects

Water conservation projects result in quantifiable and sustained water savings or improved water management. Please note that an agreement will not be awarded for an improvement to conserve irrigation water unless the applicant agrees to the terms of Section 9504(a)(3)(B) of Public Law 111-11. See *Section F.2.3. Requirements for Agricultural Operations under Public Law 111-11, Section 9504(a)(3)(D)* of this FOA for further information. Eligible water conservation projects include:

- **Canal Lining/Piping:** Projects that line or pipe canals, resulting in conserved water. Projects include, but are not limited to:
 - Installing new proven lining materials or technology

Section C: Eligibility Information

- Converting open canals to pipeline
- Constructing conveyance improvements, turnouts, or pipelines
- **Municipal Metering:** Projects that install meters, resulting in measurable water savings. Projects include, but are not limited to:
 - Installing end-user water service meters, e.g., for a residential or commercial building unit
 - Installing distribution system meters associated with production and/or leakage quantification. Note that distribution system meters will not receive points for quantifiable water savings under Evaluation Criterion A – Quantifiable Water Savings. Accordingly, to receive points under Evaluation Criterion A, these projects must be paired with a complementary project component that will result in water savings, e.g., pipe installation using upgraded materials, or individual water service meters
- **Irrigation Flow Measurement:** Projects that improve measurement accuracy and result in reduced spills and over-deliveries to irrigators. Projects include, but are not limited to:
 - Installing weirs, flumes, ramps, etc. in open channels
 - Installing meters in pressurized pipes
- **Supervisory Control and Data Acquisition and Automation (SCADA):** Projects that install SCADA and/or automation components that provide water savings when irrigation delivery system operational efficiency is improved to reduce spills, over-deliveries, and seepage. Projects include, but are not limited to:
 - Installing SCADA components that allow for remote monitoring of irrigation delivery system conditions (flow rates, water elevations, controls devices openings, etc.)
 - Installing automation components that allow for remote operation of delivery system control features (gates, valves, turnouts, etc.)
- **Irrigation Measures:** Projects that provide water savings by reducing outdoor water usage. These measures include turf removal, Smart irrigation controllers (weather or soil-moisture based) and high-efficiency nozzles (sprinkler heads). These measures are typically promoted by water entities through rebates or direct-install programs. Projects include, but are not limited to:
 - Removing turf
 - Installing Smart irrigation controllers

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- Installing high-efficiency nozzles (e.g., sprinkler heads)

C.3.1.2. Hydropower Projects

Projects that increase the use of hydropower in managing and delivering water. Projects include, but are not limited to, those discussed in the following subsections.

Implementing Hydropower Projects Related to Water Management and Delivery

Hydropower projects related to water management and delivery include, but are not limited to:

- Installing a small-scale hydroelectric facility that enables use of renewable energy sources (e.g., installing low-head hydrokinetic power generation units in a water system)

Proposals including a hydropower component typically require additional permitting not needed for other water management improvements (e.g., canal lining). In evaluating these proposals, Reclamation may consider the applicant's progress in obtaining a Federal Energy Regulatory Commission (FERC) license or a Reclamation Lease of Power Privilege (LOPP), depending on which is applicable. Applicants for a project including a hydropower component are asked to include documentation of steps taken to date for obtaining a FERC license or a LOPP.

Note that improvements to Federal facilities that are implemented through any project awarded funding through this FOA must comply with additional requirements. The Federal government will continue to hold title to the Federal facility and any improvement that is integral to the existing operations of that facility. Please see *Section F.2.4. Title to Improvements Under Public Law 111-11, Section 9504(a)(3)(D)*.

Applicants proposing hydropower development may wish to contact the Program Coordinator listed in *Section G, Agency Contacts*, prior to the application deadline to discuss the requirements listed above.

Note: other types of renewable energy projects, including large-scale solar, wind, and geothermal projects, are not eligible under this FOA

C.3.2. Ineligible Projects

Any project not specifically described in *Section 3.1. Eligible Projects* is not eligible under this FOA. The following subsections further explain ineligible projects.

C.3.2.1. Operations, Maintenance, and Replacement

Projects that are considered normal operations, maintenance and replacement (OM&R) are not eligible. OM&R is described as system improvements that replace or repair existing infrastructure or function without providing increased efficiency or effectiveness of water distribution over the expected life of the improvement. Examples of ineligible OM&R projects include:

- Replacing malfunctioning components of an existing facility with the same components
- Improving an existing facility to operate as originally designed
- Performing an activity on a recurring basis, even if that period is extended (e.g., 10-year interval)
- Sealing expansion joints of concrete lining because the original sealer or the water stops have failed
- Sealing cracks in canals and/or pipes, including those sealant projects intending to improve facilities with inherent design and construction flaws
- Replacing broken meters with new meters of the same type
- Replacing leaky pipes with new pipes of the same type
- Completion of one-time leak detection surveys

Applicants that have questions regarding OM&R are encouraged to contact the Program Coordinator listed in *Section G. Agency Contacts*, prior to the application deadline for further information.

C.3.2.2. Water Reclamation, Recycling, and Reuse

Water reclamation, reuse, and desalination projects are not eligible for funding under this FOA. Entities seeking funding for these types of projects should consider Reclamation's Title XVI Water Reclamation and Reuse Program and Drought Response Program. If you have questions about a water reclamation, reuse, or desalination project please contact Ms. Amanda Erath at 303-445-2766 or [aerath@usbr.gov](mailto: aerath@usbr.gov).

C.3.2.3. Groundwater Recharge

Groundwater recharge projects are not eligible. Applicants proposing such projects should consider applying for funding under the WaterSMART Drought Resiliency Projects FOA. See the WaterSMART Drought Response Program webpage, www.usbr.gov/drought/, for more information.

C.3.2.4. Water Purchases

A project that proposes using Federal funding primarily for the purchase of water is not eligible under this FOA.

C.3.2.5. Building Construction

A project that proposes to construct a building is not eligible for Federal funding under this FOA (e.g., a building to house administrative staff or to promote public awareness of water conservation).

C.3.2.6. Pilot Projects

A project that proposes to conduct a pilot study to evaluate technical capability, economic feasibility, or viability for full-scale implementation, or to test an unproven material or technology is not eligible for Federal funding under this FOA.

C.3.2.7. High-Efficiency Indoor Appliance and Fixture Installation

A project that includes the installation of high-efficiency indoor appliances and fixtures, including toilets and urinals, whether through rebates, direct install, or by other means, is not eligible for funding under this FOA.

C.3.2.8. Other Types of Renewable Energy Projects

Renewable energy projects other than hydropower projects, including large-scale solar, wind, and geothermal projects, are not eligible under this FOA.

C.3.2.9. Projects Receiving Other Federal Financial Assistance

Projects or activities that are funded under another Federal Financial Assistance agreement are not eligible for funding under this FOA.

C.3.3. Length of Projects

In general, Funding Group I projects should be completed within two years of award. Funding Group II projects should be completed within three years of award and each year are expected to complete the work planned as part of that year's phase. Applications for projects requiring more time will be considered for funding only under limited circumstances. For example, some hydropower project installations may require additional time to secure necessary permits.

Reclamation will determine the capability of an applicant to complete the proposed project within the timeframe identified in the application.

Section D. Application and Submission Information

D.1. Address to Request Application Package

This document contains all information, forms, and electronic addresses required to obtain the information required for submission of an application.

If you are unable to access this information electronically, you can request paper copies of any of the documents referenced in this FOA by contacting:

By mail: Bureau of Reclamation
Financial Assistance Operations
Attn: Mr. Ned Weakland
P.O. Box 25007, MS 84-27815
Denver, CO 80225

By email: eweakland@usbr.gov

By telephone: 303-445-3757

D.2. Content and Form of Application Submission

All applications must conform to the requirements set forth below.

D.2.1. Application Format and Length

The technical proposal and criteria section (defined below) shall be limited to a maximum of **50** consecutively numbered pages. If this section of the application exceeds 50 pages, only the first 50 pages will be evaluated. The font shall be at least 12 points in size and easily readable. Page size shall be 8½ by 11 inches, including charts, maps, and drawings. Margins should be standard 1-inch margins. Oversized pages will not be accepted.

Applications will be prescreened for compliance to the above page number limitation. Excess pages will be removed and not considered in the evaluation of the proposed project.

D.2.2. Application Content

The application must include the following elements to be considered complete:

- Mandatory Federal Forms. Note, applications submitted by consultants must contain an SF-424 and SF-424D that is manually signed by an authorized representative of the entity applying.

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- SF-424 Application for Federal Assistance.
- SF-424C Budget Information – Construction ProgramsSF-424D Assurances – Construction Programs
- SF-LLL Disclosure of Lobbying Activities (if applicable)

These forms may be obtained at www.grants.gov/web/grants/forms/sf-424-family.html

- Title page
- Table of contents
- Technical proposal and evaluation criteria (limited to **50** pages)
 - Executive summary
 - Project location
 - Technical project description
 - Evaluation criteria
- Project budget
 - Funding plan and letters of commitment
 - Budget proposal
 - Budget narrative
- Environmental and cultural resources compliance
- Required permits or approvals
- Letters of project support
- Official resolution

It is highly recommended that application packages be structured in the order identified above.

D.2.2.1. Mandatory Federal Forms

The application must include the following standard Federal forms:

SF-424 Application for Federal Assistance

A fully completed SF-424, Application for Federal Assistance signed by a person legally authorized to commit the applicant to performance of the project must be submitted with the application. Failure to submit a properly signed SF-424 may result in the elimination of the application from further consideration.

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SF-424 Budget Information

A fully completed SF-424C Budget Information Construction Programs must be submitted with the application.

SF-424 Assurances

A SF-424D Assurances Construction Programs, signed by a person legally authorized to commit the applicant to performance of the project shall be included. Failure to submit a properly signed SF-424D may result in the elimination of the application from further consideration.

SF-LLL Disclosure of Lobbying Activities

A fully completed and signed SF-LLL, Disclosure of Lobbying Activities is required if the applicant has made or agreed to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. *Note – this form cannot be submitted by a contractor or other entity on behalf of an applicant.*

D.2.2.2. Title Page

Provide a brief, informative, and descriptive title for the proposed work that indicates the nature of the project. Include the name and address of the applicant, and the name and address, email address, and telephone of the project manager.

D.2.2.3. Table of Contents

List all major sections of the proposal in the table of contents.

D.2.2.4. Technical Proposal and Evaluation Criteria

The technical proposal and evaluation criteria (**50** pages maximum) include:

- (1) Executive summary
- (2) Project Location
- (3) Technical project description
- (4) Evaluation criteria

Executive Summary

The executive summary should include:

- The date, applicant name, city, county, and state
- A one paragraph project summary that provides the location of the project, a brief description of the work that will be carried out, any partners involved, expected benefits and how those benefits relate to the water management issues you plan to address. Please note: this information will

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be used to create a summary of your project for our website if the project is selected for funding. For example, note the following description of a project selected for funding in FY 2020:

***Example:** The Bard Water District, located in southern California near the Arizona border, along with the Quechan Indian Tribe, will construct conveyance improvements for the Five Gates structure, which is a series of gated culverts that act as a major chokepoint in the District's delivery system. The District will replace the existing Five Gates with new more advanced metal gates and 560 feet of pipeline to increase water use efficiency and reliability through optimal flow rates, reduced leakage, and reduced operational losses. The project is a top priority for the District and the Tribe and is expected to result in annual water savings of 1,452 acre-feet, which will remain in the Lower Colorado River System.*

- State the length of time and estimated completion date for the proposed project
- Whether or not the proposed project is located on a Federal facility

Project Location

Provide detailed information on the proposed project location or project area including a map showing the specific geographic location. For example, {project name} is located in {state and county} approximately {distance} miles {direction, e.g., northeast} of {nearest town}. The project latitude is {##°##'N} and longitude is {###°##'W}.

Technical Project Description

Provide a more comprehensive description of the technical aspects of your project, including the work to be accomplished and the approach to complete the work. This description should provide detailed information about the project including materials and equipment and the work to be conducted to complete the project. This section provides an opportunity for the applicant to provide a clear description of the technical nature of the project and to address any aspect of the project that reviewers may need additional information to understand.

Please do not include your project schedule and milestones here; that information is requested in response to the Readiness to Proceed criterion below. In addition, please avoid discussion of the benefits of the project, which are also requested in response to evaluation criteria. This section is solely intended to provide an understanding of the technical aspects of the project.

Please note, if the work for which you are requesting funding is a phase of a larger project, please only describe the work that is reflected in the budget and exclude description of other activities or components of the overall project.

Evaluation Criteria

The evaluation criteria portion of your application should thoroughly address each criterion and subcriterion in the order presented to assist in the complete and accurate evaluation of your proposal.

(See Section E.1. Technical Proposal: Evaluation Criteria for additional details, including a detailed description of each criterion and subcriterion and points associated with each.)

It is suggested that applicants copy and paste the evaluation criteria and subcriteria in Section E.1. Technical Proposal: Evaluation Criteria into their applications to ensure that all necessary information is adequately addressed.

D.2.2.5. Project Budget

The project budget includes:

- (1) Funding plan and letters of commitment
- (2) Budget proposal
- (3) Budget narrative

If the proposed project is selected, the awarding Reclamation Grants Officer will review the proposed pre-award costs to determine if they are consistent with program objectives and are allowable in accordance with the authorizing legislation. Proposed pre-award costs must also be compliant with all applicable administrative and cost principles criteria established in 2 CFR Part 200, available at www.ecfr.gov, and all other requirements of this FOA. **Costs incurred prior to July 1, 2020 are not eligible project costs under this FOA and should not be included in the proposed budget estimate.**

Please note that the costs for preparing and submitting an application in response to this FOA, including the development of data necessary to support the proposal, are not eligible project costs under this FOA and must not be included in the project budget. In addition, Budget Proposals must not include costs for the purchase of water or land, or to secure an easement other than a construction easement. These costs are not eligible project costs under this FOA.

Funding Plan and Letters of Commitment

Describe how the non-Federal share of project costs will be obtained. Reclamation will use this information in making a determination of financial capability.

Project funding provided by a source other than the applicant shall be supported with letters of commitment from these additional sources. Letters of commitment shall identify the following elements:

- The amount of funding commitment

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- The date the funds will be available to the applicant
- Any time constraints on the availability of funds
- Any other contingencies associated with the funding commitment

Commitment letters from third party funding sources should be submitted with your application. If commitment letters are not available at the time of the application submission, please provide a timeline for submission of all commitment letters. Cost-share funding from sources outside the applicant's organization (e.g., loans or State grants), should be secured and available to the applicant prior to award.

Reclamation will not make funds available for an award under this FOA until the recipient has secured non-Federal cost-share. Reclamation will execute a financial assistance agreement once non-Federal funding has been secured or Reclamation determines that there is sufficient evidence and likelihood that non-Federal funds will be available to the applicant subsequent to executing the agreement.

Please identify the sources of the non-Federal cost-share contribution for the project, including:

- Any monetary contributions by the applicant towards the cost-share requirement and source of funds (e.g., reserve account, tax revenue, and/or assessments).
- Any costs that will be contributed by the applicant.
- Any third-party in-kind costs (i.e., goods and services provided by a third party).
- Any cash requested or received from other non-Federal entities.
- Any pending funding requests (i.e., grants or loans) that have not yet been approved and explain how the project will be affected if such funding is denied.

In addition, please identify whether the budget proposal includes any project costs that have been or may be incurred prior to award. For each cost, describe:

- The project expenditure and amount.
- The date of cost incurrence.
- How the expenditure benefits the project.

Budget Proposal

The total project cost (Total Project Cost), is the sum of all allowable items of costs, including all required cost sharing and voluntary committed cost sharing, including third-party contributions, that are necessary to complete the project.

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Table 1.—Total Project Cost Table

SOURCE	AMOUNT
Costs to be reimbursed with the requested Federal funding	\$
Costs to be paid by the applicant	\$
Value of third-party contributions	\$
TOTAL PROJECT COST	\$

The budget proposal should include detailed information on the categories listed below and must clearly identify *all* items of cost, including those that will be contributed as non-Federal cost share by the applicant (required and voluntary), third-party in-kind contributions, and those that will be covered using the funding requested from Reclamation, and any requested pre-award costs. Unit costs must be provided for all budget items including the cost of services or other work to be provided by consultants and contractors. Applicants are strongly encouraged to review the procurement standards for Federal awards found at 2 CFR §200.317 through §200.326 before developing their budget proposal. If you have any questions regarding your budget proposal or eligible costs, please contact the grants management specialist identified in *Section G. Agency Contacts*.

It is also strongly advised that applicants use the budget proposal format shown on the next page in Table 2 or a similar format that provides this information. If selected for award, successful applicants must submit detailed supporting documentation for all budgeted costs. It is not necessary to include separate columns indicating which cost is being contributed as non-Federal cost share or which costs will be reimbursed with Federal funds.

Note: The costs of preparing bids, proposals, or applications on potential Federal and non-Federal awards or projects, including the development of data necessary to support the non-Federal entity's application are not eligible project costs and should not be included in the budget proposal (2 CFR §200.460).

Table 2.—Sample Budget Proposal Format

BUDGET ITEM DESCRIPTION	COMPUTATION		Quantity Type	TOTAL COST
	\$/Unit	Quantity		
Salaries and Wages				
Employee 1				\$
Employee 2				\$
Employee 3				\$
Fringe Benefits				
Full-Time Employees				\$
Part-Time Employees				\$
Travel				
Trip 1				\$
Trip 2				\$
Trip 3				\$
Equipment				
Item A				\$
Item B				\$
Item C				\$
Supplies and Materials				
Item A				\$
Item B				\$
Contractual/Construction				
Contractor A				\$
Contractor B				\$
Third-Party Contributions				
Contributor A				\$
Contributor B				\$
Other				
Other				\$
TOTAL DIRECT COSTS				\$
Indirect Costs				
Type of rate	percentage	\$base		\$
TOTAL ESTIMATED PROJECT COSTS				\$

Budget Narrative

Submission of a budget narrative is mandatory. An award will not be made to any applicant who fails to fully disclose this information. The budget narrative provides a discussion of, or explanation for, items included in the budget

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proposal. The types of information to describe in the narrative include, but are not limited to, those listed in the following subsections. Costs, including the valuation of third-party in-kind contributions, must comply with the applicable cost principles contained in 2 CFR Part §200, available at the Electronic Code of Federal Regulations (www.ecfr.gov).

Salaries and Wages

Indicate the Project Manager and other key personnel by name and title. The Project Manager must be an employee or board member of the applicant. Other personnel should be indicated by title alone. For all positions, indicate salaries and wages, estimated hours or percent of time, and rate of compensation. The labor rates must identify the direct labor rate separate from the fringe rate or fringe cost for each category. All labor estimates must be allocated to specific tasks as outlined in the applicant's technical project description. Labor rates and proposed hours shall be displayed for each task.

The budget proposal and narrative should include estimated hours for compliance with reporting requirements, including final project and evaluation. Please see *Section F.3. Program Performance Reports* for information on types and frequency of reports required.

Generally, salaries of administrative and/or clerical personnel will be included as a portion of the stated indirect costs. If these salaries can be adequately documented as direct costs, they should be included in this section; however, a justification should be included in the budget narrative.

Fringe Benefits

Identify the rates/amounts, what costs are included in this category, and the basis of the rate computations. Federally approved rate agreements are acceptable for compliance with this item.

Travel

Identify the purpose of each anticipated trip, destination, number of persons traveling, length of stay, and all travel costs including airfare (basis for rate used), per diem, lodging, and miscellaneous travel expenses. For local travel, include mileage and rate of compensation.

Equipment

If equipment will be purchased, itemize all equipment valued at or greater than \$5,000. For each item, identify why it is needed for the completion of the project and how the equipment was priced. *Note: if the value is less than \$5,000, the item should be included under materials and supplies.*

If equipment is being rented, specify the number of hours and the hourly rate. Local rental rates are only accepted for equipment actually being rented or leased.

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If the applicant intends to use their own equipment for the purposes of the project, the proposed usage rates should fall within the equipment usage rates outlined by the United States Army Corps of Engineers within their Construction Equipment Ownership and Operating Expense Schedule (EP 1110-1-8) at www.publications.usace.army.mil/USACE-Publications/Engineer-Pamphlets/u43545q/313131302D312D38.

Note: If the equipment will be furnished and installed under a construction contract, the equipment should be included in the construction contract cost estimate.

Materials and Supplies

Itemize supplies by major category, unit price, quantity, and purpose, such as whether the items are needed for office use, research, or construction. Identify how these costs were estimated (i.e., quotes, engineering estimates, or other methodology). *Note: If the materials/supplies will be furnished and installed under a contract, the equipment should be included in the construction contract cost estimate.*

Contractual

Identify all work that will be accomplished by consultants or contractors, including a breakdown of all tasks to be completed, and a detailed budget estimate of time, rates, supplies, and materials that will be required for each task. For each proposed contract, identify the procurement method that will be used to select the consultant or contractor and the basis for selection. Please note that all procurements with an anticipated aggregate value that exceeds the Micro-purchase Threshold (currently \$10,000) must use a competitive procurement method (see 2 CFR §200.320 – *Methods of procurement to be followed*). Only contracts for architectural/engineering services can be awarded using a qualifications-based procurement method. If a qualifications-based procurement method is used, profit must be negotiated as a separate element of the contract price. See 2 CFR §200.317 through §200.326 for additional information regarding procurements, including required contract content. Note: A modification to an existing contract for services without first obtaining multiple quotes or proposals is considered a noncompetitive procurement, regardless of the method used to award the existing contract.

Third-Party In-Kind Contributions

Identify all work that will be accomplished by third-party contributors, including a breakdown of all tasks to be completed, and a detailed budget estimate of time, rates, supplies, and materials that will be required for each task. Third-party in-kind contributions, including contracts, must comply with all applicable administrative and cost principles criteria, established in 2 CFR Part 200, available at www.ecfr.gov, and all other requirements of this FOA.

Section D: Application and Submission Information

Environmental and Regulatory Compliance Costs

Prior to awarding financial assistance, Reclamation must first ensure compliance with Federal environmental and cultural resources laws and other regulations (“environmental compliance”). Every project funded under this program will have environmental compliance activities undertaken by Reclamation and the recipient.

Depending on the potential impacts of the project, Reclamation may be able to complete its compliance activities without additional cost to the recipient. Where environmental or cultural resources compliance requires significant participation by Reclamation, costs incurred by Reclamation will be added as a line item to the budget during development of the financial assistance agreement and cost shared accordingly (i.e., withheld from the Federal award amount). Any costs to the recipient associated with compliance will be identified during the process of developing a final project budget for inclusion in the financial assistance agreement.

Other Expenses

Any other expenses not included in the above categories shall be listed in this category, along with a description of the item and why it is necessary. No profit or fee will be allowed.

Indirect Costs

Indirect costs are costs incurred by the applicant for a common or joint purpose that benefit more than one activity of the organization and are not readily assignable to the activities specifically benefitted without undue effort. Costs that are normally treated as indirect costs include, but are not limited to, administrative salaries and fringe benefits associated with overall financial and organizational administration; operation and maintenance costs for facilities and equipment; and, payroll and procurement services. If indirect costs will be incurred, identify the proposed rate, cost base, and proposed amount for allowable indirect costs based on the applicable cost principles for the applicant’s organization. It is not acceptable to simply incorporate indirect rates within other direct cost line items.

If the applicant has never received a Federal negotiated indirect cost rate, the budget may include a *de minimis* rate of up to 10 percent of modified total direct costs. For further information on modified total direct costs, refer to 2 CFR §200.68 available at www.ecfr.gov.

If the applicant does not have a federally approved indirect cost rate agreement and is proposing a rate greater than the *de minimis* 10 percent rate, include the computational basis for the indirect expense pool and corresponding allocation base for each rate. Information on “Preparing and Submitting Indirect Cost Proposals” is available from the Department, the Interior Business Center, and Indirect Cost Services, at www.doi.gov/ibc/services/finance/indirect-cost-services. If the proposed project is selected for award, the recipient will be

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required to submit an indirect cost rate proposal with their cognizant agency within three months of award. Reimbursement of indirect costs will not be allowable until the recipient enters into the indirect cost rate agreement.

D.2.2.6. Required Permits or Approvals

Applicants must state in the application whether any permits or approvals are required and explain the plan for obtaining such permits or approvals.

Note that improvements to Federal facilities that are implemented through any project awarded funding through this FOA must comply with additional requirements. The Federal government will continue to hold title to the Federal facility and any improvement that is integral to the existing operations of that facility. Please see P.L. 111-11, Section 9504(a)(3)(B). Reclamation may also require additional reviews and approvals prior to award to ensure that any necessary easements, land use authorizations, or special permits can be approved consistent with the requirements of 43 CFR Section 429, and that the development will not impact or impair project operations or efficiency.

D.2.2.7. Letters of Support

Please include letters from interested stakeholders supporting the proposed project. To ensure your proposal is accurately reviewed, please attach all letters of support/ partnership letters as an appendix. Letters of support received after the application deadline for this FOA will not be considered in the evaluation of the proposed project.

D.2.2.8. Official Resolution

Include an official resolution adopted by the applicant's board of directors or governing body, or, for State government entities, an official authorized to commit the applicant to the financial and legal obligations associated with receipt of a financial assistance award under this FOA, verifying:

- The identity of the official with legal authority to enter into an agreement.
- The board of directors, governing body, or appropriate official who has reviewed and supports the application submitted.
- The capability of the applicant to provide the amount of funding and/or in-kind contributions specified in the funding plan.
- That the applicant will work with Reclamation to meet established deadlines for entering into a grant or cooperative agreement.

An official resolution meeting the requirements set forth above is mandatory. If the applicant is unable to submit the official resolution by the application deadline because of the timing of board meetings or other justifiable reasons, the official resolution may be submitted up to 30 days after the application deadline, via email to the contact listed in Section D.1. of this FOA.

D.3. Unique Entity Identifier and System for Award Management

All applicants (unless the applicant has an exception approved by Reclamation under 2 CFR §25.110[d]) are required to:

- (i) Be registered in the System for Award Management (SAM) before submitting its application;
- (ii) Provide a valid unique entity identifier in its application; and
- (iii) Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency.

Meeting the requirements set forth above is mandatory. If the applicant is unable to complete registration by the application deadline, the unique entity identifier must be obtained, and SAM registration must be initiated within 30 days after the application deadline in order to be considered for selection and award.

Reclamation will not make a Federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time Reclamation is ready to make an award, Reclamation may determine that the applicant is not qualified to receive a Federal award and use that determination as a basis for making a Federal award to another applicant.

D.4. Submission Date and Time

The deadline for submitting an application is:

- September 17, 2020, 4:00 p.m. MDT.

Applications received after the application deadline will not be considered unless it can be determined that the delay was caused by Reclamation mishandling or technical issues with the Grants.gov application system. Please note that difficulties related to an applicant's Grants.gov profile (e.g., incorrect organizational representative), the upload of documents to Grants.gov or an applicant's SAM registration are not considered technical issues with the Grants.gov system.

Please note that any application submitted for funding under this FOA may be subjected to a Freedom of Information Act request (5 U.S.C. Section 552, as amended by P.L. No. 110-175), and as a result, may be made publicly available. Following awards of funding, Reclamation will post all successful applications on

the Reclamation website, www.usbr.gov/WaterSmart/, after conducting any redactions determined necessary by Reclamation, in consultation with the recipient.

D.4.1. Application Delivery Instructions

The application may be submitted electronically through Grants.gov (www.grants.gov) or a hard copy may be submitted to either one of the following addresses. Under no circumstances will applications received through any other method (such as email or fax) be considered eligible for award.

By mail or USPS overnight services:

Bureau of Reclamation
Financial Assistance Support Section
Attn: Mr. Ned Weakland
P.O. Box 25007, MS 84-27815
Denver, CO 80225

All other express delivery:

Bureau of Reclamation mail services
Attn: Mr. Ned Weakland
Denver Federal Center
Bldg. 67, Rm. 152
6th Avenue and Kipling Street
Denver, CO 80225

By courier services:

Bureau of Reclamation
Attn: Mr. Ned Weakland
Denver Federal Center
Bldg. 67, Rm. 581
6th Avenue and Kipling Street
Denver, CO 80225

D.4.2. Instructions for Submission of Project Application

Each applicant should submit an application in accordance with the instructions contained in this section.

D.4.2.1. Applications Submitted by Mail, Express Delivery or Courier Services

Please follow these instructions to submit your application by mail, express delivery, or courier services.

Section D: Application and Submission Information

- Applicants should submit one copy of all application documents for hardcopy submissions. Only use a binder clip for documents submitted. Do not staple or otherwise bind application documents.
- Hard copy applications may be submitted by mail, express delivery, or courier services to the addresses identified in this FOA.
- Materials arriving separately will not be included in the application package and may result in the application being rejected or not funded. This does not apply to letters of support, funding commitment letters, or official resolutions.
- Faxed and emailed copies of application documents will not be accepted.
- Do not include a cover letter or company literature/brochure with the application. All pertinent information must be included in the application package.

D.4.2.2. Applications Submitted Electronically

If the applicant chooses to submit an electronic application, it must be submitted through Grants.gov (www.grants.gov). Reclamation encourages applicants to submit their applications for funding electronically through the URL: www.grants.gov/applicants/apply-for-grants.html. Applicant resource documents and a full set of instructions for registering with Grants.gov (www.grants.gov) and completing and submitting applications online are available at: www.grants.gov/applicants/apply-for-grants.html.

- Please note that submission of an application electronically requires prior registration through Grants.gov, which may take 7 to 21 days. Please see registration instructions at www.grants.gov/applicants/apply-for-grants.html. *In addition, please note that the Grants.gov system only accepts applications submitted by individuals that are registered and active in SAM as both a user and an Authorized Organizational Representative.*
- Applicants have experienced significant delays when attempting to submit applications through Grants.gov. If you plan to submit your application through Grants.gov you are encouraged to submit your application several days prior to the application deadline. If you are a properly registered Grants.gov applicant and encounter problems with the Grants.gov application submission process, you must contact the Grants.gov Help Desk to obtain a case number. This case number will provide evidence of your attempt to submit an application prior to the submission deadline.

Regardless of the delivery method used, you must ensure that your proposal arrives by the date and time deadline stated in this FOA. Applications received after this date and time due to weather or express delivery/courier performance will not be considered for award. Late applications will not be considered unless it is determined that the delay was caused by Reclamation mishandling or technical issues with the Grants.gov application system. Please note that difficulties related to an applicant's Grants.gov profile (e.g., incorrect organizational representative), the upload of documents to Grants.gov, or an applicant's SAM registration are not considered technical issues with the Grants.gov system.

D.4.2.3. Acknowledgement of Application Receipt.

If an application is submitted by mail, express delivery, or courier, Reclamation will notify you via email that your application was received.

If an application is submitted through Grants.gov, you will receive an email acknowledging receipt of the application from Grants.gov. In addition, Reclamation will confirm via email that your application was successfully downloaded from Grants.gov.

Notification will be sent to the points of contact identified on the applicant's SF-424 Application for Federal Assistance.

D.5. Intergovernmental Review

This FOA is not subject to Executive Order 12372, "Intergovernmental Review of Federal Programs."

D.6. Automated Standard Application for Payments Registration

All applicants must also be registered with and willing to process all payments through the Department of Treasury Automated Standard Application for Payments (ASAP) system. All recipients with active financial assistance agreements with Reclamation must be enrolled in ASAP under the appropriate Agency Location Code(s) and the Data Universal Number System (DUNS) Number prior to the award of funds. If a recipient has multiple DUNS numbers, they must separately enroll within ASAP for each unique DUNS Number and/or Agency. All of the information on the enrollment process for recipients, including the enrollment initiation form and the enrollment mailbox can be found at www.usbr.gov/mso/aamd/asap.html.

Note that if your entity is currently enrolled in the ASAP system with an agency other than Reclamation, you must enroll specifically with Reclamation in order to process payments.

Section E. Application Review Information

E.1. Technical Proposal: Evaluation Criteria

The evaluation criteria portion should be addressed in the technical proposal section of the application. Applications should thoroughly address each criterion and any sub-criterion in the order presented below. It is suggested that applicants copy and paste the below criteria and subcriteria into their applications to ensure that all necessary information is adequately addressed. **Applications will be evaluated against the evaluation criteria listed below.** If the work described in your application is a phase of a larger project, only discuss the benefits that will result directly from the work discussed in the technical project description and that is reflected in the budget, not the larger project.

<u>Evaluation Criteria: Scoring Summary</u>	Points:
A. Quantifiable Water Savings	30
B. Water Supply Reliability	18
C. Implementing Hydropower	18
D. Complementing On-Farm Irrigation Improvements	10
E. Department of the Interior Priorities	10
F. Implementation and Results	6
G: Nexus to Reclamation Project Activities	4
H: Additional Non-Federal Funding	4
Total	100

Note: Since the FOA is open to a variety of project types, Evaluation Criteria A-D may not apply to every project. For example, a water savings project (Criterion A) may not include implementation of a hydropower component (Criterion C). Please provide as much detail and support as you can for those criteria in A-D that are applicable to your project. All applicants should respond to Evaluation Criteria E-H.

E.1.1. Evaluation Criterion A—Quantifiable Water Savings (30 points)

Up to 30 points may be awarded for this criterion. This criterion prioritizes projects that will conserve water and improve water use efficiency by modernizing existing infrastructure. Points will be allocated based on the quantifiable water savings expected as a result of the project. Points will be allocated to give greater consideration to projects that are expected to result in more significant water savings.

All applicants should be sure to address the following:

Describe the amount of estimated water savings. For projects that conserve water, please state the estimated amount of water expected to be conserved (in acre-feet per year) as a direct result of this project.

Please include a specific quantifiable water savings estimate; do not include a range of potential water savings.

Describe current losses: Please explain where the water that will be conserved is currently going (e.g., back to the stream, spilled at the end of the ditch, seeping into the ground)?

Describe the support/documentation of estimated water savings: Please provide sufficient detail supporting how the estimate was determined, including all supporting calculations. Note: projects that do not provide sufficient supporting detail/calculations may not receive credit under this section. Please be sure to consider the questions associated with your project type (listed below) when determining the estimated water savings, along with the necessary support needed for a full review of your proposal. *In addition, please note that the use of visual observations alone to calculate water savings, without additional documentation/data, are not sufficient to receive credit under this section. Further, the water savings must be the result of reducing or eliminating a current, ongoing loss, not the result of an expected future loss.*

Please address the following questions according to the type of infrastructure improvement you are proposing for funding. See *Appendix A: Benefit Quantification and Performance Measure Guidance* for additional guidance on quantifying water savings.

- (1) **Canal Lining/Piping:** Canal lining/piping projects can provide water savings when irrigation delivery systems experience significant losses due to canal seepage. Applicants proposing lining/piping projects should address the following:
 - a. How has the estimated average annual water savings that will result from the project been determined? Please provide all relevant calculations, assumptions, and supporting data.
 - b. How have average annual canal seepage losses been determined? Have ponding and/or inflow/outflow tests been conducted to determine seepage rates under varying conditions? If so, please provide detailed descriptions of testing methods and all results. If not, please provide an explanation of the method(s) used to calculate seepage losses. All estimates should be supported with multiple sets of data/measurements from representative sections of canals.

Section E: Application Review Information

- c. What are the expected post-project seepage/leakage losses and how were these estimates determined (e.g., can data specific to the type of material being used in the project be provided)?
 - d. What are the anticipated annual transit loss reductions in terms of acre-feet per mile for the overall project and for each section of canal included in the project?
 - e. How will actual canal loss seepage reductions be verified?
 - f. Include a detailed description of the materials being used.
- (2) **Municipal Metering:** Municipal metering projects can provide water savings when individual user meters are installed where none exist to allow for unit or tiered pricing, when existing individual user meters are replaced with advanced metering infrastructure (AMI) meters, and when new meters are installed within a distribution system to assist with leakage reduction. To receive credit for water savings for a municipal metering project, an applicant must provide a detailed description of the method used to estimate savings, including references to documented savings from similar previously implemented projects. Applicants proposing municipal metering projects should address the following:
- a. How has the estimated average annual water savings that will result from the project been determined? Please provide all relevant calculations, assumptions, and supporting data.
 - b. How have current distribution system losses and/or the potential for reductions in water use by individual users been determined?
 - c. For installing end-user water service meters, e.g., for a residential or commercial building unit., refer to studies in the region or in the applicant's service area that are relevant to water use patterns and the potential for reducing such use. In the absence of such studies, please explain in detail how expected water use reductions have been estimated and the basis for the estimations.
 - d. Installation of distribution system meters will not receive points under this criterion. Accordingly, these projects must be paired with a complementary project component that will result in water savings in order for the proposal to receive credit for water savings, e.g., pipe installation using upgraded materials, or individual water service meters.
 - e. What types (manufacturer and model) of devices will be installed and what quantity of each?

- f. How will actual water savings be verified upon completion of the project?

(3) **Irrigation Flow Measurement:** Irrigation flow measurement improvements can provide water savings when improved measurement accuracy results in reduced spills and over-deliveries to irrigators. Applicants proposing municipal metering projects should address the following:

- a. How have average annual water savings estimates been determined? Please provide all relevant calculations, assumptions, and supporting data.
- b. Have current operational losses been determined? If water savings are based on a reduction of spills, please provide support for the amount of water currently being lost to spills.
- c. Are flows currently measured at proposed sites and if so, what is the accuracy of existing devices? How has the existing measurement accuracy been established?
- d. Provide detailed descriptions of all proposed flow measurement devices, including accuracy and the basis for the accuracy.
- e. Will annual farm delivery volumes be reduced by more efficient and timely deliveries? If so, how has this reduction been estimated?
- f. How will actual water savings be verified upon completion of the project?

(4) **Turf Removal:** Applicants proposing turf removal projects should address the following:

- a. How have average annual water savings estimates been determined? Please provide all relevant calculations, assumptions, and supporting data.
- b. What is the total surface area of turf to be removed and what is the estimated average annual turf consumptive use rate per unit area?
- c. Was historical water consumption data evaluated to estimate average annual turf consumptive use per unit area? If so, did the evaluation include a weather adjustment component?
- d. Will site audits be performed before applicants are accepted into the program?

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- e. How will actual water savings be verified upon completion of the project?

(5) **Smart Irrigation Controllers and High-Efficiency Nozzles:** Applicants proposing smart irrigation controller or high-efficiency nozzle projects should address the following:

- a. How have average annual water savings estimates been determined? Please provide all relevant calculations, assumptions, and supporting data.
- b. Was historical water consumption data evaluated to estimate the percent reduction in water demand per unit area of irrigated landscape? If so, did the evaluation include a weather adjustment component?
- c. What types (manufacturer and model) of devices will be installed and what quantity of each?
- d. Will the devices be installed through a rebate or direct-install program?
- e. Will site audits be performed before and after installation?
- f. How will actual water savings be verified upon completion of the project?

Note: a project that includes the installation of high-efficiency indoor appliances and fixtures, including toilets, whether through rebates, direct install, or by other means, is not eligible for funding under this FOA.

E.1.2. Evaluation Criterion B—Water Supply Reliability (18 points)

Up to 18 points may be awarded under this criterion. This criterion prioritizes projects that address water reliability concerns, including making water available for multiple beneficial uses and resolving water related conflicts in the region.

Note that an agreement will not be awarded for an improvement to conserve irrigation water unless the applicant agrees to the terms of Section 9504(a)(3)(B) of Public Law 111-11 (see p. 52 of the FOA for additional information).

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Please address how the project will increase water supply reliability. Proposals that will address more significant water supply shortfalls benefitting multiple sectors and multiple water users, will be prioritized. General water supply reliability benefits (e.g., proposals that will increase resiliency to drought) will also be considered. Please provide sufficient explanation of the project benefits and their significance. These benefits may include, but are not limited to, the following:

1. Will the project address a specific water reliability concern? Please address the following:
 - Explain and provide detail of the specific issue(s) in the area that is impacting water reliability, such as shortages due to drought, increased demand, or reduced deliveries. Will the project directly address a heightened competition for finite water supplies and over-allocation (e.g., population growth)?
 - Describe how the project will address the water reliability concern? In your response, please address where the conserved water will go and how it will be used, including whether the conserved water will be used to offset groundwater pumping, used to reduce diversions, used to address shortages that impact diversions or reduce deliveries, made available for transfer, left in the river system, or used to meet another intended use.
 - Provide a description of the mechanism that will be used, if necessary, to put the conserved water to the intended use.
 - Indicate the quantity of conserved water that will be used for the intended purpose.
2. Will the project make water available to achieve multiple benefits or to benefit multiple water users? Consider the following:
 - Will the project benefit multiple sectors and/or users (e.g., agriculture, municipal and industrial, environmental, recreation, or others)?
 - Will the project benefit species (e.g., federally threatened or endangered, a federally recognized candidate species, a state listed species, or a species of particular recreational, or economic importance)? Please describe the relationship of the species to the water supply, and whether the species is adversely affected by a Reclamation project.
 - Will the project benefit a larger initiative to address water reliability?

Section E: Application Review Information

- Will the project benefit Indian tribes?
 - Will the project benefit rural or economically disadvantaged communities?
 - Describe how the project will help to achieve these multiple benefits. In your response, please address where the conserved water will go and where it will be used, including whether the conserved water will be used to offset groundwater pumping, used to reduce diversions, used to address shortages that impact diversions or reduce deliveries, made available for transfer, left in the river system, or used to meet another intended use.
3. Does the project promote and encourage collaboration among parties in a way that helps increase the reliability of the water supply?
- Is there widespread support for the project?
 - What is the significance of the collaboration/support?
 - Is the possibility of future water conservation improvements by other water users enhanced by completion of this project?
 - Will the project help to prevent a water-related crisis or conflict? Is there frequently tension or litigation over water in the basin?
 - Describe the roles of any partners in the process. Please attach any relevant supporting documents.
4. Will the project address water supply reliability in other ways not described above?

E.1.3. Evaluation Criterion C—Implementing Hydropower (18 points)

Up to 18 points may be awarded for this criterion. This criterion prioritizes projects that will install new hydropower capacity in order to utilize our natural resources to ensure energy is available to meet our security and economic needs.

If the proposed project includes construction or installation of a hydropower system, please address the following:

Describe the amount of energy capacity. For projects that implement hydropower systems, state the estimated amount of capacity (in kilowatts) of the system. Please provide sufficient detail supporting the stated estimate, including all calculations in support of the estimate.

Describe the amount of energy generated. For projects that implement hydropower systems, state the estimated amount of energy that the system will generate (in kilowatt hours per year). Please provide sufficient detail supporting the stated estimate, including all calculations in support of the estimate. Please explain how the power generated as a result of this project will be used, including any existing or planned agreements and infrastructure.

Describe any other benefits of the hydropower project. Please describe and provide sufficient detail on any additional benefits expected to result from the hydropower project, including:

- Any expected reduction in the use of energy currently supplied through a Reclamation project.
- Anticipated benefits to other sectors/entities.
- Expected water needs, if any, of the system.

E.1.4. Evaluation Criterion D—Complementing On-Farm Irrigation Improvements (10 points)

Up to 10 points may be awarded for projects that describe in detail how they will complement on-farm irrigation improvements eligible for NRCS financial or technical assistance.

Note: Scoring under this criterion is based on an overall assessment of the extent to which the WaterSMART Grant project will complement ongoing or future on-farm improvements. Applicants should describe any proposal made to NRCS, or any plans to seek assistance from NRCS in the future, and how an NRCS-assisted activity would complement the WaterSMART Grant project. Financial assistance through EQIP is the most commonly used program by which NRCS helps producers implement improvements to irrigation systems, but NRCS does have additional technical or financial assistance programs that may be available. Applicants may receive maximum points under this criterion by providing the information described in the bullet points below. **Applicants are *not* required to have assurances of NRCS assistance by the application deadline to be awarded the maximum number of points under this sub-criterion.** Reclamation may contact applicants during the review process to gather additional information about pending applications for NRCS assistance if necessary.

Please note: On-farm improvements themselves are *not* eligible activities for funding under this FOA. This criterion is intended to focus on how the WaterSMART Grant project will complement ongoing or future on-farm improvements. NRCS will have a separate application process for the on-farm components of selected projects that may be undertaken in the future, separate of the WaterSMART Grant project.

If the proposed project will complement an on-farm improvement eligible for NRCS assistance, please address the following:

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- Describe any planned or ongoing projects by farmers/ranchers that receive water from the applicant to improve on-farm efficiencies.
 - Provide a detailed description of the on-farm efficiency improvements.
 - Have the farmers requested technical or financial assistance from NRCS for the on-farm efficiency projects, or do they plan to in the future?
 - If available, provide documentation that the on-farm projects are eligible for NRCS assistance, that such assistance has or will be requested, and the number or percentage of farms that plan to participate in available NRCS programs.
 - Applicants should provide letters of intent from farmers/ranchers in the affected project areas.
- Describe how the proposed WaterSMART project would complement any ongoing or planned on-farm improvement.
 - Will the proposed WaterSMART project directly facilitate the on-farm improvement? If so, how? For example, installation of a pressurized pipe through WaterSMART can help support efficient on-farm irrigation practices, such as drip-irrigation.

OR

- Will the proposed WaterSMART project complement the on-farm project by maximizing efficiency in the area? If so, how?
- Describe the on-farm water conservation or water use efficiency benefits that are expected to result from any on-farm work.
 - Estimate the potential on-farm water savings that could result in acre-feet per year. Include support or backup documentation for any calculations or assumptions.
- Please provide a map of your water service area boundaries. If your project is selected for funding under this FOA, this information will help NRCS identify the irrigated lands that may be approved for NRCS funding and technical assistance to complement funded WaterSMART projects.

Note: On-farm water conservation improvements that complement the water delivery improvement projects selected through this FOA may be considered for NRCS funding and technical assistance to the extent that such assistance is

available. For more information, including application deadlines and a description of available funding, please contact your local NRCS office. See the NRCS website for office contact information, www.nrcs.usda.gov/wps/portal/nrcs/main/national/contact/states/.

E.1.5. Evaluation Criterion E—Department of the Interior and Bureau of Reclamation Priorities (10 points)

Up to 10 points may be awarded based on the extent that the proposal demonstrates that the project supports Department and Reclamation priorities. Please address those priorities that are applicable to your project. It is not necessary to address priorities that are not applicable to your project. A project will not necessarily receive more points simply because multiple priorities are addressed. Points will be allocated based on the degree to which the project supports one or more of the priorities listed, and whether the connection to the priority(ies) is well supported in the proposal.

Department Priorities

1. *Creating a conservation stewardship legacy second only to Teddy Roosevelt*
 - a. Utilize science to identify best practices to manage land and water resources and adapt to changes in the environment;
 - b. Examine land use planning processes and land use designations that govern public use and access;
 - c. Revise and streamline the environmental and regulatory review process while maintaining environmental standards;
 - d. Review Department water storage, transportation, and distribution systems to identify opportunities to resolve conflicts and expand capacity;
 - e. Foster relationships with conservation organizations advocating for balanced stewardship and use of public lands;
 - f. Identify and implement initiatives to expand access to Department lands for hunting and fishing;
 - g. Shift the balance towards providing greater public access to public lands over restrictions to access.

2. *Utilizing our natural resources*
 - a. Ensure American Energy is available to meet our security and economic needs;
 - b. Ensure access to mineral resources, especially the critical and rare earth minerals needed for scientific, technological, or military applications;

Section E: Application Review Information

- c. Refocus timber programs to embrace the entire ‘healthy forests’ lifecycle;
 - d. Manage competition for grazing resources.
- 3. *Restoring trust with local communities*
 - a. Be a better neighbor with those closest to our resources by improving dialogue and relationships with persons and entities bordering our lands;
 - b. Expand the lines of communication with Governors, state natural resource offices, Fish and Wildlife offices, water authorities, county commissioners, Tribes, and local communities.
- 4. *Striking a regulatory balance*
 - a. Reduce the administrative and regulatory burden imposed on U.S. industry and the public;
 - b. Ensure that Endangered Species Act decisions are based on strong science and thorough analysis.
- 5. *Modernizing our infrastructure*
 - a. Support the White House Public/Private Partnership Initiative to modernize U.S. infrastructure;
 - b. Remove impediments to infrastructure development and facilitate private sector efforts to construct infrastructure projects serving American needs;
 - c. Prioritize Department infrastructure needs to highlight:
 - 1. Construction of infrastructure;
 - 2. Cyclical maintenance;
 - 3. Deferred maintenance.

Reclamation Priorities

- 1. *Increase Water Supplies, Storage, and Reliability under WIIN and other Authorities*
- 2. *Streamline Regulatory Processes and Remove Unnecessary Burdens to Provide More Water and Power Supply Reliability*
- 3. *Leverage Science and Technology to Improve Water Supply Reliability to Communities*
- 4. *Address Ongoing Drought*

5. *Improve the Value of Hydropower to Reclamation Power Customers*
6. *Improve Water Supplies for Tribal and Rural Communities*
7. *Implementation of new Title Transfer authority pursuant to P.L. 116-9*

**E.1.6. Evaluation Criterion F—Implementation and Results
(6 points)**

Up to 6 points may be awarded for these subcriteria.

E.1.6.1. Subcriterion F.1— Project Planning

Points may be awarded for proposals with planning efforts that provide support for the proposed project.

Does the applicant have a Water Conservation Plan and/or System Optimization Review (SOR) in place? Please self-certify or provide copies of these plans where appropriate to verify that such a plan is in place.

Provide the following information regarding project planning:

- (1) Identify any district-wide, or system-wide, planning that provides support for the proposed project. This could include a Water Conservation Plan, SOR, Drought Contingency Plan or other planning efforts done to determine the priority of this project in relation to other potential projects.
- (2) Describe how the project conforms to and meets the goals of any applicable planning efforts and identify any aspect of the project that implements a feature of an existing water plan(s).

E.1.6.2. Subcriterion F.2— Performance Measures

Points may be awarded based on the description and development of performance measures to quantify actual project benefits upon completion of the project.

Provide a brief summary describing the performance measure that will be used to quantify actual benefits upon completion of the project (e.g., water saved or better managed, energy generated or saved). For more information calculating performance measure, see *Appendix A: Benefit Quantification and Performance Measure Guidance*.

All Water and Energy Efficiency Grants applicants are required to propose a “performance measure” (a method of quantifying the actual benefits of their project once it is completed). A provision will be included in all assistance agreements with Water and Energy Efficiency Grants recipients describing the performance measure and requiring the recipient to quantify the actual project benefits in their final report to Reclamation upon completion of the project. If

Section E: Application Review Information

information regarding project benefits is not available immediately upon completion of the project, the financial assistance agreement may be modified to remain open until such information is available and until a Final Report is submitted. Quantifying project benefits is an important means to determine the relative effectiveness of various water management efforts, as well as the overall effectiveness of Water and Energy Efficiency Grants.

Note: program funding may be used to install necessary equipment to monitor progress. However, program funding may not be used to measure performance after project construction is complete (these costs are considered normal operation and maintenance costs and are the responsibility of the applicant).

E.1.6.3. Subcriterion F.3— Readiness to Proceed

Points may be awarded based upon the extent to which the proposed project is capable of proceeding upon entering into a financial assistance agreement. Please note, if your project is selected, responses provided in this section will be used to develop the scope of work that will be included in the financial assistance agreement.

Applications that include a detailed project implementation plan (e.g., estimated project schedule that shows the stages and duration of the proposed work, including major tasks, milestones, and dates) will receive the most points under this criterion.

- Identify and provide a summary description of the major tasks necessary to complete the project. Note: please do not repeat the more detailed technical project description provided in Section D.2.2.4.; this section should be focused on a summary of the major tasks to be accomplished as part of the project.
- Describe any permits that will be required, along with the process for obtaining such permits.
- Identify and describe any engineering or design work performed specifically in support of the proposed project.
- Describe any new policies or administrative actions required to implement the project.

Please also include an estimated project schedule that shows the stages and duration of the proposed work, including major tasks, milestones, and dates. Milestones may include, but are not limited to, the following: complete environmental and cultural compliance; mobilization; begin construction/installation; construction/installation (50% complete); and construction/installation (100% complete)

E.1.7. Evaluation Criterion G— Nexus to Reclamation Project Activities (4 Points)

Up to 4 points may be awarded if the proposed project is in a basin with connections to Reclamation project activities. No points will be awarded for proposals without connection to a Reclamation project or Reclamation activity.

- Is the proposed project connected to Reclamation project activities? If so, how? Please consider the following:
 - Does the applicant receive Reclamation project water?
 - Is the project on Reclamation project lands or involving Reclamation facilities?
 - Is the project in the same basin as a Reclamation project or activity?
 - Will the proposed work contribute water to a basin where a Reclamation project is located?
- Will the project benefit any tribe(s)?

E.1.8. Evaluation Criterion H— Additional Non-Federal Funding (4 points)

Up to 4 points may be awarded to proposals that provide non-Federal funding in excess of 50 percent of the project costs. State the percentage of non-Federal funding provided using the following calculation:

$$\frac{\text{Non-Federal Funding}}{\text{Total Project Cost}}$$

E.2. Review and Selection Process

The Federal government reserves the right to reject any and all applications that do not meet the requirements or objectives of this FOA. Awards will be made for projects most advantageous to the Federal Government. Award selection may be made to maintain balance among the eligible projects listed in this FOA. The evaluation process will be comprised of the steps described in the following subsections.

E.2.1. Initial Screening

All application packages will be screened to ensure that:

- The applicant meets the eligibility requirements stated in this FOA.
- The applicant meets the unique entity identifier and SAM registration requirements stated in this FOA (this may be completed up to 30 days after the application deadline).
- The application meets the content requirements of the FOA package, including submission of a technical proposal, including responses to the evaluation criteria, a funding plan, budget proposal, and budget narrative.
- The application contains a properly executed SF-424, Application for Financial Assistance and form SF-424D, Assurances Construction Programs and a completed SF-424C, Budget Information Construction Programs.
- The application includes an official resolution, adopted by the applicant's board of directors, governing body, or appropriate authorized official (this may be submitted up to 30 days after the application deadline).
- The application and funding plan meets or exceeds the minimum non-Federal cost-share requirements identified in this FOA.
- The project can be completed in two years for Funding Group I project, or in three years for Funding Group II project.

Reclamation reserves the right to remove an application from funding consideration if it does not pass all Initial Screening criteria listed above. An applicant that has submitted an application that is determined to be ineligible for funding will be notified along with other applicants, or sooner, if possible.

E.2.2. Application Review Committee

Evaluation criteria will comprise the total evaluation weight as stated in the *Section E.1 Evaluation Criteria*. Application Review Information. Applications will be scored against the evaluation criteria by an Application Review Committee (ARC), made up of experts in relevant disciplines selected from across Reclamation. The ARC will also review the application to ensure that the project meets the description of eligible projects and meets the objective of this FOA.

During ARC review, Reclamation may contact applicants to request clarifications to the information provided, if necessary.

E.2.3. Red-Flag Review

Following the results of the ARC review, Reclamation offices will review the top-ranking applications and will identify any reasons why a proposed project would not be feasible or otherwise advisable, including environmental or cultural resources compliance issues, permitting issues, legal issues, or financial position. Positive or negative past performance by the applicant and any partners in previous working relationships with Reclamation may be considered, including whether the applicant is making significant progress toward the completion of outstanding financial assistance agreements and whether the applicant is in compliance with all reporting requirements associated with previously funded projects.

In addition, during this review, Reclamation will address any specific concerns or questions raised by members of the ARC, conduct a preliminary budget review, and evaluate the applicant's ability to meet cost share as required.

E.2.4. Managerial Review

Reclamation management will prioritize projects to ensure the total amount of all awards does not exceed available funding levels. Management will also ensure that all projects meet the scope, priorities, requirements, and objectives of this FOA. Management may also prioritize projects to ensure that multiple project types are represented. After completion of the Managerial Review, Reclamation will notify applicants whose proposals have been selected for award consideration.

E.2.5. Pre-Award Clearances and Approvals

The following pre-award clearances and approvals must be obtained before an award of funding is made. If the results of all pre-award reviews and clearances are satisfactory, an award of funding will be made once the agreement is finalized (approximately one to three months from the date of initial selection). If the results of pre-award reviews and clearances are unsatisfactory, consideration of funding for the project may be withdrawn.

E.2.5.1. Environmental Review

Reclamation will forward all proposals to the appropriate Reclamation Regional or Area Office for completion of environmental compliance. To the extent possible, environmental compliance will be completed before a financial assistance agreement is signed by the parties. However, in most cases, the award will be made contingent on completion of environmental compliance. The financial assistance agreement will describe how compliance will be carried out. **Ground disturbing activities, including any construction or installation activities, may not occur until environmental compliance is complete and a notice to proceed is issued.**

Even in cases where environmental compliance work has been completed previously or is being completed by another Federal agency, Reclamation must still review and adopt such environmental compliance and issue a notice to proceed before ground disturbing activities may be initiated.

E.2.5.2. Budget Analysis and Business Evaluation

A Reclamation Grants Officer will also conduct a detailed budget analysis and complete a business evaluation and responsibility determination. During this evaluation, the Grants Officer will consider several factors that are important, but not quantified, such as:

- Allowability, allocability, and reasonableness of proposed costs
- Financial strength and stability of the applicant
- Past performance, including satisfactory compliance with all terms and conditions of previous awards, such as environmental compliance issues, reporting requirements, proper procurement of supplies and services, and audit compliance
- Adequacy of personnel practices, procurement procedures, and accounting policies and procedures, as established by applicable Office of Management and Budget circulars

E.3. Federal Award Performance Integrity Information System

Prior to making an award with a Federal total estimated amount greater than \$150,000, Reclamation is required to review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently Federal Award Performance Integrity Information System [FAPIIS]) (see 41 U.S.C. §2313). An applicant, at its option, may review information in the designated integrity and performance systems accessible through SAM and comment on any information about itself that a Federal awarding agency previously entered and is currently in the designated integrity and performance system accessible through SAM. Reclamation will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in 2 CFR §200.205 Federal awarding agency review of risk posed by applicants.

E.4. Anticipated Announcement and Federal Award Date

Reclamation expects to contact potential award recipients and unsuccessful applicants in spring 2021, subject to the timing and amount of final FY 2021 appropriations. Financial assistance agreements will be awarded to applicants that successfully pass all pre-award reviews and clearances. Award recipients will be contacted individually to discuss the time frame for the completion of their agreement.

Section F. Federal Award Administration Information

F.1. Federal Award Notices

Successful applicants will receive by electronic mail, a notice of selection signed by a Reclamation Grants Officer. This notice is not an authorization to begin performance.

F.2. Administrative and National Policy Requirements

F.2.1. Environmental and Cultural Resources Compliance

All projects being considered for award funding will require compliance with the NEPA before any ground-disturbing activity may begin. Compliance with all applicable state, Federal and local environmental, cultural, and paleontological resource protection laws and regulations is also required. These may include, but are not limited to, the Clean Water Act (CWA), the Endangered Species Act (ESA), the National Historic Preservation Act (NHPA), consultation with potentially affected tribes, and consultation with the State Historic Preservation Office.

Reclamation will be the lead Federal agency for National Environmental Policy Act (NEPA) compliance and will be responsible for evaluating technical information and ensuring that natural resources, cultural, and socioeconomic concerns are appropriately addressed. As the lead agency, Reclamation is solely responsible for determining the appropriate level of NEPA compliance. Further, Reclamation is responsible to ensure that findings under NEPA, and consultations, as appropriate, will support Reclamation's decision on whether to fund a project. Depending on the potential impacts of the project, Reclamation may be able to complete its compliance activities without additional cost to the recipient. Where environmental or cultural resources compliance requires significant participation by Reclamation, costs anticipated to be incurred by Reclamation will be added as a line item to the budget during development of the financial assistance agreement and cost shared accordingly. Any costs to the recipient associated with compliance will be identified during the process of developing a final project budget for inclusion in the financial assistance agreement.

Reclamation's estimated cost to complete environmental and cultural compliance activities will be withheld from the initial obligation of Federal funding. After compliance activities are completed, any remaining Federal funding will be obligated to the Agreement.

Note, if mitigation is required to lessen environmental impacts, the applicant may, at Reclamation's discretion, be required to report on progress and completion of these commitments. Reclamation will coordinate with the applicant to establish reporting requirements and intervals accordingly.

Under no circumstances may an applicant begin any ground-disturbing activities (e.g., grading, clearing, and other preliminary activities) on a project before environmental and cultural resources compliance is complete and a Reclamation Grants Officer provides written notification that all such clearances have been obtained. This pertains to all components of the proposed project, including those that are part of the applicant's non-Federal cost-share. An applicant that proceeds before environmental and cultural resources compliance is complete may risk forfeiting Reclamation funding under this FOA. Costs incurred for ground-disturbing activities performed prior to award are not eligible for reimbursement or cost share unless the recipient can provide documentation that Federal environmental and cultural resource clearances were obtained for the project prior to the commencement of the activities.

F.2.2. Approvals and Permits

Recipients shall adhere to Federal, state, territorial, tribal, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. Recipients shall also coordinate and obtain approvals from site owners and operators.

F.2.3. Intangible Property (2 CFR §200.315)

- a. Title to intangible property acquired under a Federal award vests upon acquisition in the non-Federal entity (see §200.59 Intangible Property [of this CFR]). The non-Federal entity must use that property for the originally authorized purpose and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313(e) Equipment [of this CFR].
- b. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
- c. The non-Federal entity is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

Section F: Federal Award Information

- d. The Federal government has the right to:
 - (1) obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
 - (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

- e. Freedom of Information Act
 - (1) In response to a FOIA request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Federal awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Federal awarding agency obtains the research data solely in response to a FOIA request, the Federal awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 USC 552(a)(4)(A)).
 - (2) Published research findings means when:
 - i. Research findings are published in a peer-reviewed scientific or technical journal; or
 - ii. A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. “Used by the Federal government in developing an agency action that has the force and effect of law” is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.
 - (3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This “recorded” material excludes physical objects (e.g., laboratory samples). Research data also does not include:

- i. Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and
- ii. Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

F.2.4. Requirements for Agricultural Operations under P.L. 111-11, Section 9504(a)(3)(B)

In accordance with Section 9504(a)(3)(B) of P.L. 111-11, grants and cooperative agreements under this authority will not be awarded for an improvement to conserve irrigation water unless the applicant agrees to both of the following conditions:

- Not to use any associated water savings to increase the total irrigated acreage of the applicant
- Not to otherwise increase the consumptive use of water in the operation of the applicant, as determined pursuant to the law of the State in which the operation of the applicant is located

F.2.5. Title to Improvements P.L. 111-11, Section 9504(a)(3)(D)

If the activities funded through an agreement awarded under this FOA result in a modification to a portion of a federally owned facility that is integral to the existing operations of that facility, the Federal government shall continue to hold title to the facility and the improvements thereto. Title to improvements, P.L. 111-11, Section 9504(a)(3)(D) that are not integral to existing water delivery operations shall reside with the project sponsor.

F.3. Reporting—Requirements and Distribution

If the applicant is awarded an agreement as a result of this FOA, the applicant will be required to submit the following reports during the term of the agreement.

F.3.1. Financial Reports

Recipients will be required to submit a fully completed form SF-425 Federal Financial Report on at least a semi-annual basis and with the final performance report. The SF-425 must be signed by a person legally authorized to obligate the recipient.

F.3.2. Interim Performance Reports

The specific terms and conditions pertaining to the reporting requirements will be included in the financial assistance agreement.

Interim performance reports submitted on at least a semi-annual basis, that include the following information:

- A comparison of actual accomplishments to the milestones established by the financial assistance agreement for the period
- The reasons why established milestones were not met, if applicable
- The status of milestones from the previous reporting period that were not met, if applicable
- Whether the project is on schedule and within the original cost estimate
- Any additional pertinent information or issues related to the status of the project

F.3.3. Final Performance Reports

Recipients will be required to submit a final performance report encompassing the entire period of performance. The final performance report must include, but is not limited to, the following information:

- Whether the project objectives and goals were met
- Discussion of the benefits achieved by the project, including information and/or calculations supporting the benefits
- How the project demonstrates collaboration, if applicable
- A comparison of estimated costs vs. actual costs
- Photographs documenting the project are also appreciated

Note: Reclamation may print photos with appropriate credit to the applicant. Also, final reports are public documents and may be made available on Reclamation's website or as requested.

F.4. Conflicts of Interest

F.4.1. Applicability

This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

F.4.2. Requirements

Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

F.4.3. Notification

Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the Department's awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of Interest. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients.

F.4.4. Restrictions on Lobbying

Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

F.4.5. Review Procedures

The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

F.4.6. Enforcement

Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

F.5. Data Availability

F.5.1. Applicability

The Department is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

F.5.2. Use of Data

The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

F.5.3. Availability of Data

The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third-party evaluation and reproduction of the following:

1. the scientific data relied upon;
2. the analysis relied upon; and
3. the methodology, including models, used to gather and analyze data.

F.6. Releasing Applications

Following awards of funding, Reclamation may post all successful applications on the Reclamation website after conducting any redactions determined necessary by Reclamation, in consultation with the recipient.

Section G. Agency Contacts

There will be no pre-application conference. Organizations or individuals interested in submitting applications in response to this FOA may direct questions to the Reclamation personnel identified below.

G.1. Reclamation Financial Assistance Contact

Questions regarding application and submission information and award administration may be submitted to the attention of Mr. Ned Weakland or Mr. Matthew Reichert, Grants Management Specialists, as follows:

By mail: Bureau of Reclamation
Financial Assistance Operations
Attn: Mr. Ned Weakland
P.O. Box 25007 MS: 84-27815
Denver, CO 80225

By email: ewekland@usbr.gov

By phone: 303-445-3757

OR

By mail: Bureau of Reclamation
Financial Assistance Operations
Attn: Mr. Matthew Reichert
P.O. Box 25007 MS: 84-27814
Denver, CO 80225

By email: mreichert@usbr.gov

By phone: 303-445-3865

G.2. Reclamation Program Coordinator Contact

Questions regarding applicant and project eligibility and application review may be submitted to the attention of Mr. Josh German, WaterSMART Grants Program Coordinator, as follows:

By mail: Bureau of Reclamation
Water Resources and Planning Office
Attn: Mr. Josh German
P.O. Box 25007, 86-69200
Denver, CO 80225

By email: jgerman@usbr.gov

By phone: 303-445-2839

Section H. Other Information

The following is a brief overview of NEPA, NHPA, and ESA. While these statutes are not the only environmental laws that may apply, they are the Federal laws that most frequently do apply. Compliance with all applicable environmental laws will be initiated by Reclamation concurrently, immediately following the initial recommendation to award a financial assistance agreement under this FOA. The descriptions below are intended to provide you with information about the environmental compliance issues that may apply to your projects.

H.1. Environmental and Cultural Resource Considerations

To allow Reclamation to assess the probable environmental and cultural resources impacts and costs associated with each application, all applicants should consider the following list of questions focusing on the NEPA, ESA, and NHPA requirements. Please answer the following questions to the best of your knowledge. If any question is not applicable to the project, please explain why. The application should include the answers to:

- Will the proposed project impact the surrounding environment (e.g., soil [dust], air, water [quality and quantity], animal habitat)? Please briefly describe all earth-disturbing work and any work that will affect the air, water, or animal habitat in the project area. Please also explain the impacts of such work on the surrounding environment and any steps that could be taken to minimize the impacts.
- Are you aware of any species listed or proposed to be listed as a Federal threatened or endangered species, or designated critical habitat in the project area? If so, would they be affected by any activities associated with the proposed project?
- Are there wetlands or other surface waters inside the project boundaries that potentially fall under CWA jurisdiction as “Waters of the United States?” If so, please describe and estimate any impacts the proposed project may have.
- When was the water delivery system constructed?
- Will the proposed project result in any modification of or effects to, individual features of an irrigation system (e.g., headgates, canals, or flumes)? If so, state when those features were constructed and describe the nature and timing of any extensive alterations or modifications to those features completed previously.

- Are any buildings, structures, or features in the irrigation district listed or eligible for listing on the National Register of Historic Places? A cultural resources specialist at your local Reclamation office or the State Historic Preservation Office can assist in answering this question.
- Are there any known archeological sites in the proposed project area?
- Will the proposed project have a disproportionately high and adverse effect on low income or minority populations?
- Will the proposed project limit access to and ceremonial use of Indian sacred sites or result in other impacts on tribal lands?
- Will the proposed project contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area?

H.2. Background on Federal Environmental and Cultural Resource Laws

H.2.1. National Environmental Policy Act

NEPA requires Federal agencies such as Reclamation to evaluate, during the decision-making process, the potential environmental effects of a proposed action and any reasonable mitigation measures. Before Reclamation can make a decision to fund an award under this FOA, Reclamation must comply with NEPA. Compliance with NEPA can be accomplished in several ways, depending upon the degree and significance of environmental impacts associated with the proposal:

Some projects may fit within a recognized **Categorical Exclusion (CE)** to NEPA (i.e., one of the established categories of activities that generally do not have significant impacts on the environment). If a project fits within a CE, no further NEPA compliance measures are necessary. Use of a CE can involve simple identification of an applicable **Department CE** or documentation of a **Reclamation CE** using a **Categorical Exclusion Checklist (CEC)**. If a CE is being considered, Reclamation will determine the applicability of the CE and whether extraordinary circumstances (i.e., reasons that the CE cannot be applied) exist. That process can take anywhere from 1 day to about 30 days, depending upon the specific situation.

If the project does not fit within a CE, compliance with NEPA might require preparation of an **Environmental Assessment/Finding of No Significant Impact (EA/FONSI)**. Generally, where no CE applies but there are not believed to be any significant impacts associated with the proposed action, an EA will be required. The EA is used to determine whether any potentially significant effects exist

(which would trigger the further step of an **Environmental Impact Statement (EIS)**, below). If no potentially significant effects are identified, the EA process ends with the preparation of a FONSI. The EA/FONSI process is more detailed than the CE/CEC process and can take weeks or even months to complete. Consultation with other agencies and public notification are part of the EA process.

The most detailed form of NEPA compliance, where a proposed project has potentially significant environmental effects, is completion of an **EIS and Record of Decision**. An EIS requires months or years to complete, and the process includes considerable public involvement, including mandatory public reviews of draft documents. It is not anticipated that projects proposed under this program will require completion of an EIS.

During the NEPA process, potential impacts of a project are evaluated in context and in terms of intensity (e.g., will the proposed action affect the only native prairie in the county? Will the proposed action reduce water supplied to a wetland by 1 percent? Or 95 percent?). The best source of information concerning the potentially significant issues in a project area is the local Reclamation staff that has experience in evaluating effects in context and by intensity.

Reclamation has the sole discretion to determine what level of environmental NEPA compliance is required. If another Federal agency is involved, Reclamation will coordinate to determine the appropriate level of compliance. You are encouraged to contact your regional or area Reclamation office. See www.usbr.gov/main/offices.html with questions regarding NEPA compliance issues. You may also contact the Program Coordinator for further information (see *Section G. Agency Contacts*).

H.2.2. National Historic Preservation Act

To comply with Section 106 of the NHPA, Reclamation must consider whether a proposed project has the **potential to cause effects to historic properties**, before it can complete an award under this FOA. Historic properties are cultural resources (historic or prehistoric districts, sites, buildings, structures, or objects) that qualify for inclusion in the National Register of Historic Places. In some cases, water delivery infrastructure that is over 50 years old can be considered a historic property that is subject to review.

If a proposal is selected for initial award, the recipient will work with Reclamation to complete the Section 106 process. Compliance can be accomplished in several ways, depending on how complex the issues are, including:

- If Reclamation determines that the proposed project does not have the potential to cause effects to historic properties, then Reclamation will document its findings and the Section 106 process will be concluded. This can take anywhere from a couple of days to one month.

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- If Reclamation determines that the proposed project could have effects on historic properties, a multi-step process, involving consultation with the State Historic Preservation Officer and other entities, will follow. Depending on the nature of the project and impacts to cultural resources, consultation can be complex and time consuming. The process includes:
 - A determination as to whether additional information is necessary
 - Evaluation of the significance of identified cultural resources
 - Assessment of the effect of the project on historic properties
 - A determination as to whether the project would have an adverse effect and evaluation of alternatives or modifications to avoid, minimize, or mitigate the effects
 - A Memorandum of Agreement is then used to record and implement any necessary measures. At a minimum, completion of the multi-step Section 106 process takes about two months.
- Among the types of historic properties that might be affected by projects proposed under this FOA are **historic irrigation systems** and **archaeological sites**. An irrigation system or a component of an irrigation system (e.g., a canal or headgate) is more likely to qualify as historic if it is more than 50 years old, if it is the oldest (or an early) system/component in the surrounding area, and if the system/component has not been significantly altered or modernized. In general, proposed projects that involve ground disturbance, or the alteration of existing older structures, are more likely to have the potential to affect cultural resources. However, the level of cultural resources compliance required, and the associated cost, depends on a case-by-case review of the circumstances presented by each proposal.

You should contact your State Historic Preservation Office and your local Reclamation office's cultural resources specialist to determine what, if any, cultural resources surveys have been conducted in the project area. See www.usbr.gov/cultural/crmstaff.html for a list of Reclamation cultural resource specialists. If an applicant has previously received Federal financial assistance it is possible that a cultural resources survey has already been completed.

H.2.3. Endangered Species Act

Pursuant to Section 7 of the ESA, each Federal agency is required to consult with the U.S. Fish and Wildlife Service (USFWS) or the National Oceanic and Atmospheric Administration (NOAA) Fisheries Service to ensure any action it authorizes, funds, or carries out is not likely to **jeopardize the continued existence of any endangered or threatened species or destroy or adversely modify any designated critical habitat**.

Before Reclamation can approve funding for the implementation of a proposed project, it is required to comply with Section 7 of the ESA. The steps necessary for ESA compliance vary, depending on the presence of endangered or threatened species and the effects of the proposed project. A rough overview of the possible course of ESA compliance is:

- If Reclamation can determine that there are no endangered or threatened species or designated critical habitat in the project area, then the ESA review is complete and no further compliance measures are required. This process can take anywhere from one day to one month.
- If Reclamation determines that endangered or threatened species may be affected by the project, then a **Biological Assessment** must be prepared by Reclamation. The Biological Assessment is used to help determine whether a proposed action may affect a listed species or its designated critical habitat. The Biological Assessment may result in a determination that a proposed action **is not likely to adversely affect** any endangered or threatened species. If the USFWS/NOAA Fisheries Service concurs in writing, then no further consultation is required and the ESA compliance is complete. Depending on the scope and complexity of the proposed action, preparation of a Biological Assessment can range from days to weeks or even months. The USFWS/NOAA Fisheries Service generally respond to requests for concurrence within 30 days.
- If it is determined that the project **is likely to adversely affect listed species**, further consultation (**formal consultation**) with USFWS or NOAA Fisheries Service is required to comply with the ESA. The process includes the creation of a **Biological Opinion** by the USFWS/NOAA Fisheries Service, including a determination of whether the project would **jeopardize** listed species and, if so, whether any **reasonable and prudent** alternatives to the proposed project are necessary to avoid jeopardy. Nondiscretionary **reasonable and prudent measures** and **terms and conditions** to minimize the impact of incidental take may also be included. Under the timeframes established in the ESA regulations, the Biological Opinion is issued within 135 days from the date that formal consultation was initiated, unless an extension of time is agreed upon.

The time, cost, and extent of the work necessary to comply with the ESA depends upon whether endangered or threatened species are present in the project area and, if so, whether the project might have effects on those species significant enough to require formal consultation.

ESA compliance is often conducted parallel to the NEPA compliance process and, as in the case of a CEC, documented simultaneously. The best source of information concerning the compliance with the ESA in a particular project area is the local Reclamation environmental staff that can be helpful in determining the

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presence of listed species and possible effects that would require consultation with the USFWS or NOAA Fisheries Service. Contact your regional or area Reclamation office, www.usbr.gov/main/offices.html with questions regarding ESA compliance issues.

Appendix A

Appendix A: Benefit Quantification and Performance Measures

The following information is included to provide applicants additional guidance on pre- and post-project benefit quantification.

All WaterSMART Grants applicants are required to propose a method (or “performance measure”) of quantifying the actual benefits of their project once it is completed. Actual benefits are defined as water actually conserved or better managed, as a direct result of the project. A provision will be included in all assistance agreements with WaterSMART Grants recipients describing the performance measure and requiring the recipient to quantify the actual project benefits in their final report to Reclamation upon completion of the project.

Quantifying project benefits is an important means to determine the relative effectiveness of various water management efforts, as well as the overall effectiveness of WaterSMART Grants.

The following information is intended to provide applicants with examples of some acceptable methods that may be used to estimate benefits pre-project and to verify benefits upon completion of the project. **However, the following is not intended to be an exhaustive list of acceptable performance measures. Applicants are encouraged to propose alternatives to the measures listed below if another measure is more effective for the particular project.**

Reclamation understands that, in some cases, baseline information may not be available, and that methods other than those suggested below may need to be employed. If an alternative performance measure is suggested, the applicant must provide information supporting the effectiveness of the proposed measure as it applies to the proposed project.

Performance Measure A: Projects with Quantifiable Water Savings

The methods included below are examples that may be helpful in estimating the water conservation that will be realized upon completion of the proposed project and to verify this amount post-project.

Performance Measure A.1: Canal Lining/Piping

Canal lining or piping projects are implemented to decrease or eliminate canal water seepage and evapotranspiration. **The following information may be helpful in estimating the water conservation that will be realized upon completion of the proposed project and to verify this amount post-project.**

Pre-project estimation of benefits:

To calculate potential water savings, physical measurements of losses from seepage, evaporation, and/or transpiration are necessary. If evaporation will not be mitigated by the project (e.g., canal lining), evaporative losses should be estimated and deducted from the estimated water conservation. Two testing procedures which can be used are listed below:

- **Ponding tests:** Conduct ponding tests along canal reaches proposed for lining or piping. At least two tests, one early and one late season, are suggested since seepage rates vary significantly during the irrigation season. Multiple years of data are also suggested. Ponding test results should be provided in terms of both acre-feet per year (AFY) of seepage and cubic feet of seepage per square feet of canal surface per day (cfs/sf/day).
- **Inflow/outflow testing:** Measure the flow rate of water flowing in and out of the canal reach. At least two tests, one early and one late season, are suggested since seepage rates vary significantly during the irrigation season. Multiple years of data are also suggested. Inflow/outflow test results should be provided in terms of both AFY of seepage and cubic feet per second of seepage per cubic feet per second of canal flow per mile of canal (cfs/sf/mile).

If ponding or inflow/outflow tests cannot be performed, estimated historical seepage and evaporation rates for the canal reach may be based on a combination of soils/geology conditions, flow rates, diversion rates, irrigation methods and crops, weather information, and historical knowledge. Soils/geologic conditions can not represent the sole source for estimating seepage losses, but can be included as support for an estimate. Evaporation data are available at www.nws.noaa.gov/oh/hdsc/PMP_related_studies/TR34.pdf. A discussion should be included on why ponding or inflow/outflow tests cannot be performed that also includes a thorough description of the logic used in the estimation calculations performed.

Post-project methods for quantifying the benefits of canal lining or piping projects:

- Using tests listed above, compare pre-project and post-project test results to calculate water savings. For canal lining projects, evaporation should be calculated based on weather data and then subtracted from the total loss measured by testing. For piping projects, it is typically assumed all seepage and evaporation are eliminated with most types of pipe materials.
- If ponding or inflow/outflow tests cannot be performed, benefits can be calculated by comparing the estimated historical seepage and evaporation rates for the canal reach to the post-project seepage and evaporation (documentation of proposed method of measuring or estimating post-project seepage and evaporation should be provided).
- Results can be verified using a ratio of historical diversion and delivery rates if adequate data exists. The adequacy of the data should be discussed with regard to methods used to measure diversion and delivery quantities. This type of verification should also include a comparison of historical canal efficiencies and post-project canal efficiencies. For example, if an irrigation district needs to divert 6 acre-feet of water to deliver 2 acre-feet of water to a field through the canal pre-project, this would be a 33% efficiency:

$$\frac{2 \text{ acrefeet}}{6 \text{ acrefeet}} \times 100\% = 33\% \text{ efficiency}$$

If post-project, the irrigation district only needs to divert 4 acre-feet of water through the canal to deliver the 2 acre-feet, efficiency would improve by 17% to 50%:

$$\frac{2 \text{ acrefeet}}{4 \text{ acrefeet}} \times 100\% = 50\% \text{ efficiency}$$

- Record reduction in water purchases by shareholders and compare to historical water purchases. Using this method would require consideration and explanation of other potential reasons for decreased water purchases (e.g., precipitation, temperature, etc.).

Useful references regarding canal seepage monitoring and verification may be found here:

- www.usbr.gov/tsc/techreferences/mands/wmm/index.htm
- www.usbr.gov/tsc/techreferences/hydraulics_lab/pubs/PAP/PAP-0015.pdf

- gfipps.tamu.edu/files/2019/12/B-6218_Measuring-Seepage-Losses.pdf

Performance Measure A.2: Measuring Devices

Good water management requires accurate and timely water measurement at appropriate locations throughout a conveyance system. This includes irrigation delivery systems and municipal distribution systems.

Measuring Devices: A.2.a. Municipal Metering

For projects that install or replace existing municipal end-user water service meters, the applicant should consider the following:

- Whether the project includes new meters where none existed previously or replaces existing meters
- Whether the project includes individual water user meters, main line meters, or both
- If the project replaces existing individual water user meters with new meters, whether new technologies (automatic meter reading or AMI meters) will be employed
- Include a description of both pre- and post-project rate structuring.
- **Note:** Distribution system meters will not receive points for quantifiable water savings under Evaluation Criterion A – Quantifiable Water Savings. Accordingly, these projects must be paired with a complementary project component that will result in water savings in order for the proposal to be receive credit for water savings, e.g., pipe installation using upgraded materials, or individual water service meters.

The following information about municipal end-user water service meters and replacement may be helpful in estimating the water conservation that will be realized upon completion of the proposed project and to verify this amount post-project:

- Municipal water delivery meters are typically installed for each water user as well as at strategic locations within the distribution system to measure production, supply, and/or storage. Accurate measurement allows for demand assessments, customer billing, diagnostic testing, locating and quantifying leakage, and other management needs.
- Significant water savings can be achieved when meters are installed where none existed previously. In the case of individual water user metering, most customers use significantly less water when billed at a usage rate; and

Appendix A: Benefit Quantification and Performance Measure Guidance

especially so when a tiered rate is applied (i.e., higher rates for higher use). Replacing existing meters can also result in water savings when new technologies are employed.

- Quantifying savings associated with meter installation and/or replacement requires analysis of pre- and post-installation measurements from existing meters at strategic locations within the system. If installing meters will result in conserved water, please provide support for this determination (e.g., studies, previous projects, etc.). A logical scheme should be developed that compares pre- and post-installation flow quantities and that accounts for leakage and other considerations. The site-specific water savings verification plan should be as detailed as possible and clearly state all assumptions and the relative level of accuracy expected. In addition, please provide details underlying any assumptions being made in support of water savings estimates (e.g., residential users will reduce use once a more advanced billing structure is imposed).

Measuring Devices: A.2.b. Irrigation Metering

Measuring devices that may be installed can include, but is not limited to, the following:

- Flow meters (current or acoustic)
- Weirs
- Flumes
- Meter gates
- Submerged orifices

Potential benefits from improved irrigation delivery system measurement include:

- Quantification of system losses between measurement locations
- Quantification of waste way (spill) flows
- Accurate billing of customers for the actual amount of water delivered
- Facilitation of accurate and equitable distribution of water within a district
- Allow for implementation of future system improvements such as seepage reduction, remote flow monitoring, and canal operation automation projects

The following performance measures may be helpful in estimating the water conservation that will be realized upon completion and to verify this amount post-project for improved irrigation delivery system measurement.

Pre-project estimations of baseline data:

- Pre-project flows may be difficult to estimate without a measuring device in place. Ideally, temporary measurement devices or other methods to estimate flow rates may be used to estimate flow rates as accurately as possible.
- In lieu of temporary measurement devices, the applicant may be able to use data from measurement devices located elsewhere in the delivery system (if available). Otherwise, the applicant may have to rely on other historical data and/or estimates based on a combination of soils/geology, delivery data, flow data, and weather data.

Post-project methods for quantifying the benefits of projects to install measuring devices:

- Compare post-project water measurement (deliveries, diversions, and waste/spills) data to pre-project data or estimates—taking into account other factors which may have cause changes
- Survey users to determine utility of the devices for decision making
- Present how measurement devices were used to identify water losses which were previously unknown and how these will be addressed
- Document the benefits of any rate structure changes made possible by the installation of measuring devices (e.g., if districts that convert from non-metered to metered deliveries are able to convert from billing water users at a flat rate to billing for actual water use using a volumetric or tiered water pricing structure)

Performance Measure A.3: SCADA and Geographic Information Systems (GIS)

Proposals may involve installing or expanding a SCADA or combined SCADA/GIS system that monitors flows in an individual district or in a basin that includes several districts. SCADA systems provide water managers with real-time data on the flow rates and volumes of water at key points within an irrigation water delivery system. Access to such data allows water managers to make

Appendix A: Benefit Quantification and Performance Measure Guidance

accurate and timely deliveries of water, reducing over-deliveries and spillage at the end of the canal. SCADA/GIS systems can provide water users with real time delivery data to promote improved on-farm efficiencies.

For projects that install or expand a SCADA and/or GIS system, the applicant should consider the following:

- How SCADA or SCADA/GIS implementation will differ from pre-project operations in terms of how improved data availability will be incorporated into daily operational decisions
- How the SCADA or SCADA/GIS systems will be maintained once implemented. Discuss balance of in-house expertise anticipated vs. reliance on third party service provider(s)
- The projected opportunities for improved operational efficiencies that could be realized through implementation of a SCADA or SCADA/GIS system (e.g., improved delivery equity, improved response to unanticipated events, reduced administrative spillage, and enhanced productivity of human resources)
- The response process to SCADA or SCADA/GIS failures/outages
- Applicants are encouraged to review published reports on considerations when implementing a SCADA system (e.g., Freeman, B., and C. Burt (2009), *Practical experience with state-of-the-art technologies in scada systems*, San Luis Obispo, CA).

The following performance measures may be helpful in estimating the water conservation that will be realized upon completion and to verify this amount post-project for installing a SCADA or SCADA/GIS system.

Pre-project estimations of baseline data:

- Collect data on diversions and deliveries to water users
- Collect data on waste way flows
- Document employee pre-project time spent on ditch/canal monitoring and water control

Post-project methods for quantifying benefits of SCADA or SCADA/GIS system projects:

- Calculate amount of increased carryover storage in associated reservoirs. This is a long-term measure which will be more meaningful over a period of years.

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- Track and record the diversions to water users and compare to pre-project diversions. This would show results of improved management if yearly fluctuations in weather are accounted for.
- Report delivery improvements (e.g., changes in supply, duration, or frequency that are available to end users because of SCADA/GIS).
- Calculate if there was a reduction in waste way flows and, if so, how much they were reduced.
- Document other benefits such as less mileage by operators on dusty roads (which saves time and influences air quality) and less damage to canal banks.

Performance Measure A.4: Automation

Proposals may include system automation projects aimed at *preventing or reducing* spillage from canals, or drainage capture/reuse projects focused on *intercepting* spills and redirecting them to drains, canals, or reregulation reservoirs for reuse.

For projects that automate a system, the applicant should consider the following:

- The rationale of long-term automation plans (e.g., system-wide project vs. incremental implementation).
- Whether automation at given sites will result in heightened operational issues in other parts of the system (e.g., passing of supply/demand mismatches downstream).
- How automation technologies will be maintained (e.g., discuss balance of in-house expertise anticipated vs. reliance on third party service provider[s]).
- The anticipated net benefits of implementing an automation project.
- Applicants are encouraged to review published reports on considerations when implementing an automation system (e.g., Freeman, B., and C. Burt (2009), *Practical experience with state-of-the-art technologies in scada systems*, Irrigation Training and Research Center (ITRC), California Polytechnic State University (Cal Poly), San Luis Obispo, California).

The following performance measures may be helpful in estimating the water conservation that will be realized upon completion and to verify this amount post-project for automating delivery system components.

Pre-project estimations of baseline data:

- Establish baseline data by measuring existing spillage or document historical spillage with existing data. A measuring device should be positioned to measure spillage losses. To account for temporal variations, a minimum of a one-year history of continuous pre-project measurements is desirable for future comparison to post-project water usage. Spillage volumes can vary substantially between wet and dry years, operational changes, etc.; therefore, some multi-year estimates of spillage are preferred.
- Track pre-project water diversions using district diversion records, supplier diversion records, and/or district-recorded delivery records. Spillage estimates may be based on these data in some cases.

Post-project methods for quantifying benefits of spillage reduction projects:

- Measure spillage losses post-project and compare to pre-project data. Gather enough data to account for seasonal and temporal variations.
- Track post-project changes in the amount of water diverted and compare to pre-project diversion data.
- Compare estimated historical spills from district/project boundaries to post-project spills.
- Report specific annual volume changes to spills, diversions, or deliveries due to system automation.

Performance Measure No. A.5: Drain and Spill Water Reuse Projects

Drain and spill water reuse can be a district-level or regional conservation effort that consists of recovering irrigation water from drains and returning it to the water supply system for delivery to users.

Several types of projects can focus on drainage and reuse. Examples include:

- Pump stations with constant flow rates.
- Variable speed pump stations with or without SCADA controls.

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- Storage reservoirs with pump stations at constant flow rates.
- Storage reservoirs with variable speed pump stations and SCADA controls.

The following performance measures may be helpful in estimating the water conservation that will be realized upon completion and to verify this amount post-project for drainage reuse projects:

Pre-project estimations of baseline data:

- A measuring device should be positioned to measure drain water losses.
- To account for temporal variations, a minimum of a one-year history of pre-project measurements is desirable for future comparison to post-project water usage.
- Drainage volumes can vary substantially between wet and dry years, as a function of operations, etc. Therefore, some multi-year measurements of drain water losses may be necessary.

Post-project methods for quantifying benefits of drainage reuse projects:

- Measure post-project drainage flows and compare to flow data collected pre-project.
- Gather enough data to account for temporal variations.
- Take readings from measuring devices positioned to measure drain water loss. A system analysis can be done with the following calculation:

$$\begin{aligned} & \textit{Drainage with project} \\ & = (100\% - \% \textit{ Reuse}) \times \textit{Drainage without project} \end{aligned}$$

- Measure and record post-project water deliveries to fields, drainage water volumes entering reservoirs, and drainage water volumes recycled to fields. Compare these data to historical data.
- Survey farmers and estimate any benefits to farmers, such as improved flexibility in water management, reduction in shortages of supply to users near the end of the canal, etc. If it is not possible to quantify these benefits in acre-feet, a narrative explanation may be acceptable.

Performance Measure A.6: Landscape Irrigation Measures

Municipal water providers can promote savings in outdoor water use by encouraging turf removal and installation of Smart irrigation controllers and high-efficiency irrigation nozzles (sprinkler heads). This is typically accomplished through rebate or direct installation programs.

Landscape Irrigation Measures: A.6.a. Turf Removal

For turf removal projects, the applicant should consider the total estimated quantity of turf to be removed, the estimated historical annual average quantity of water applied per unit area of turf, and the estimated amount of water to be applied to any replacement landscape vegetation.

Pre-project estimations of baseline data:

The historical average amount of water applied for turf irrigation should be estimated based on actual water consumption data or weather-based theoretical irrigation requirement estimates. Potential methods include the following:

- *Dedicated meter data.* Municipal water delivery entities often have users where dedicated irrigation meters exist (e.g., parks, homeowners' associations, and golf courses). If so, metered water use can be divided by the irrigated area to calculate the average annual irrigation rate per unit area of turf. The greater the number of years of data used, the better the averages should be with regard to varying weather conditions. Also, when using this information, consider that parks and golf courses typically irrigate more efficiently relative to residential irrigation, so the actual turf removal savings for all types of users would be expected to be higher.
- *Winter/summer use data.* In the absence of dedicated irrigation meter data and where irrigation ceases during winter months, summer versus winter water use data can be compared to estimate irrigation use. This can be analyzed for a sample of users and combined with an estimate of the total area irrigated. An average turf irrigation rate can be calculated.
- *Theoretical irrigation requirement.* In areas where winter irrigation occurs and dedicated irrigation meter data are not available, weather data can be used to estimate theoretical irrigation demand. These calculations consider reference evapotranspiration (ET) values from local weather stations, a crop coefficient for the type of grass, and an assumed average irrigation efficiency rate.
- *Assumed domestic use rate.* An alternative method for calculating theoretical irrigation demand subtracts the assumed domestic (indoor) water use rates from total use. Domestic water use can be estimated based on household size and an assumed per person indoor usage rate. The age

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of the community and existence of high-efficiency appliances and fixtures should be considered in the per-person domestic use rate. A thorough explanation relating the source of the estimated domestic use percentage to the users in the turf-removal area should be supplied.

Post-project methods for quantifying benefits of turf removal projects:

- Site audits can be performed to measure the amount of turf removed at each location and report on the water use for any vegetation which was placed in the area where turf was removed. The water conservation per site can be calculated using the pre-project turf irrigation rate and the measured area of turf removed minus estimated water use of any replacement landscape vegetation.
- Before and after water use data for each site should be evaluated using at least one year of post-project data. Weather conditions for the pre- and post-project data evaluation periods should be considered and adjustments should be made if conditions were significantly different during the pre- and post-periods.
- The project total savings should be calculated by summing the individual site savings.

Landscape Irrigation Measures: No. A.6.b. Smart Irrigation Controllers

A Smart irrigation controller automatically adjusts the amount of irrigation water applied to landscaped areas based on weather or soil moisture conditions. Weather based controllers receive weather information from either onsite sensors or from remote weather stations via radio, pager, or Internet signals. Soil moisture-based controllers receive soil moisture information from one or more onsite sensors. Smart controllers have the potential to reduce landscape irrigation water use in situations where the landscape was initially being over-irrigated. In some cases, installation of Smart controllers has resulted in an increase in water use in situations where the landscape was initially being under-irrigated. For this reason, it is important to identify landscapes which are being over-irrigated prior to installation of a Smart controller.

The following performance measures may be helpful in estimating the water conservation that will be realized upon completion and to verify this amount post-project for installing Smart controllers:

Pre-project estimations of baseline data:

The historical average annual amount of water applied for landscape irrigation for each project site should be estimated based on actual water use data. Note that weather-based theoretical irrigation requirement estimates are

Appendix A: Benefit Quantification and Performance Measure Guidance

not suitable for baseline estimations as this is typically the method implemented by the Smart controller for estimating irrigation times. Ideally, post-project the landscape will be being irrigated at this rate. Suggested methods include the following:

- Site audits should be conducted at each location within the project to measure landscape area and estimate the irrigation system's efficiency. Site audit-based recommendations for system efficiency improvement are strongly recommended.
- The historical average annual landscape irrigation rate per unit area should be estimated using the dedicated meter data, winter/summer use data, or assumed domestic use rate methods discussed under the turf removal section.
- The total annual average water irrigation amount for each site should be calculated as the product of the landscape area and annual average application rate. These can be summed to estimate the water conservation for the project.

Post-project suggested methods for quantifying benefits of ET controllers:

Total project water savings can be estimated as the difference in annual pre- and post-project total metered water use or the difference in estimated annual outdoor water use. For the latter, irrigation use should be calculated at each site based on pre- and post-project meter data using the methods described under turf removal. Regardless of whether total metered usage or estimated outdoor use is used, weather conditions during the data periods should be considered (as also discussed under turf removal).

- Compare annual meter reading totals or estimated outdoor use prior to Smart controller installation and post installation for each site and sum all for project total.
- If results are required earlier, the calculations can also be performed monthly.

Landscape Irrigation Measures: A.7.c. High-Efficiency Nozzles

High-efficiency landscape irrigation nozzles (sprinkler heads) apply water more uniformly and at a lower rate relative to conventional type nozzles. Improved application uniformity reduces the need to over-irrigate some areas in order to eliminate brown spots in turf. The lower application rate reduces runoff and while the stronger stream of water is less effected by wind. Note that the lower application rate can require that irrigation times be increased in order to adequately irrigate the landscape.

Pre-project estimations of baseline data

Total irrigation water use for the project should be estimated using the same methods described above for turf removal and Smart controllers.

Post-project suggested methods for quantifying benefits of ET controllers:

Site audits should be conducted to verify correct installation, and water savings can be verified using the same methods as described above for Smart controllers (i.e., pre-project minus post-project total use or irrigation use from meter data). Site audits should include evaluation of irrigation system operations to verify adjustments have been made to compensate for the new nozzles.

Performance Measure B: Projects with Hydropower Benefits

The performance measures included below are examples that may be helpful in estimating a pre-project energy baseline and post-project energy benefits for energy projects that are expected to increase the use of hydropower in the management and delivery of water.

For hydropower projects, applicants should address the following as part of the performance measures they submit with their applications.

- Explain the methodology for calculating project hydropower capacity and generation benefits.
- Include an estimate of incremental hydropower capacity (measured in kW) and generation (measured in kWh) resulting from the project.
- Describe what loads will be served by project hydropower generation.

**RESOLUTION OF
THE GALLUP CITY COUNCIL**

RESOLUTION No. R2020-_____

**Approving grant application submission and if awarded, implementation of a
US Department of the Interior (DOI) Bureau of Reclamation (USBR) WaterSMART
Drought Response Program: Drought Resiliency Project Grant (#BOR-DO-20-F002)
*Ground Water Well Professional Services & Design***

WHEREAS, the Water and Sanitation Department staff will prepare a federally-authorized *Ground Water Wells Professional Services & Design* (#BOR-DO-20-F002) WaterSMART Drought Response Program: Drought Resiliency Project grant application between the USBR and the City of Gallup to increase the production capacity and reliability of city water supplies in response to the delay in the delivery of surface water to the Gallup Regional Water System;

WHEREAS, the *Ground Water Wells Professional Services & Design* grant will fund the siting, hydrology, design and construction oversight phases costing approximately \$4 million for new City of Gallup potable water wells which will provide water supply to the Gallup Region Water System in place of the anticipated surface water supply.

WHEREAS, Staff estimates that the proposed *Ground Water Wells Professional Services & Design* grant project completion time period will be completed within three years of signed contract award. After final construction, these two (2) potable water wells will be designed to produce approximately 350 acre-feet (AF) each year, helping to provide water supply in lieu of surface water and to protect our residence from COVID 19 and other pandemic diseases especially, during times of drought;

WHEREAS, the *Ground Water Wells Professional Services & Design* grant proposal project costs are estimated at four million dollars (\$4 million) for this project to be completed in three years. The U.S. DOI - USBR share is calculated at \$750,000 per year over a period of three years, for a total cost share of \$2.25 million. The City of Gallup cost share will be 50% matching funds that will come from either a Water & Sanitation Department budget adjustment, New Mexico Water Trust Board Loan/Grant or other funding source;

NOW THEREFORE, BE IT RESOLVED that the Governing Body of the City of Gallup does hereby approve this grant submission, and if awarded, implementation of the *Ground Water Wells Professional Services & Design* USBR grant Funding Opportunity application and partnership between the City of Gallup and the US DOI Bureau of Reclamation.

PASSED, ADOPTED AND APPROVED this 14th day of July, 2020, in a duly called meeting of the Gallup City Council at which a quorum was present, at Gallup, New Mexico, by a vote of _____ in favor, _____ opposed, and _____ abstaining.

BY: _____
Louie Bonaguidi, Mayor
City of Gallup

ATTEST: _____
Alfred Abeita, City Clerk

**RESOLUTION OF
THE GALLUP CITY COUNCIL
RESOLUTION No. R2020-_____**

**High-Efficiency Water Conservation Incentive Rebates
for the City of Gallup, New Mexico**

WHEREAS, the *High-Efficiency Toilet (HET) & Showerhead, High-Efficiency (HEW) Clothes Washer, Rain Barrel, Refrigerator and Xeriscape Rebate* programs will be made available to City of Gallup utility customers (*with utility bills in good standing*), on a first-come, first-serve basis.

WHEREAS, it is estimated the *City of Gallup Rebate Programs* will help protect the regions limited round water resources, and;

WHEREAS, water & energy conservation rebate incentives can extend Gallup's water and energy supplies at a fraction of the cost of other alternatives. The *City of Gallup Rebate Programs* is also a public service program to provide public water and energy education regarding conservation technologies, and;

WHEREAS, the City of Gallup Environmental Program Coordinator will help research, gather and utilize City of Gallup water rebate data to be compiled. The approximate, annual Department funding level will be \$5,000, and;

NOW THEREFORE, BE IT RESOLVED that City of Gallup City Council hereby authorizes the Water & Sanitation Department to extend the *High-Efficiency Toilet (HET) & Showerhead, High-Efficiency (HEW) Clothes Washer, Rain Barrel, Refrigerator, and Xeriscape Rebate* until June 30, 2022;

PASSED, ADOPTED AND APPROVED this 14th day of July 2020, in a duly called meeting of the Gallup City Council at which a quorum was present, at Gallup, New Mexico, by a vote of ____ in favor, ____ opposed, and ____ abstaining.

BY: _____
Louie Bonaguidi, Mayor
City of Gallup

ATTEST: _____
Alfred Abeita, City Clerk

STEIN & BROCKMANN, P.A.
ATTORNEYS AT LAW

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JAMES C. BROCKMANN
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May 29, 2020

VIA EMAIL AND FIRST-CLASS MAIL

Mr. John D'Antonio
New Mexico State Engineer
New Mexico Office of the State Engineer
P.O. Box 25102
Santa Fe, NM 87504-5102

Re: City of Gallup Permit No. Application No. G-80/SJ-1491 et al.

Dear Mr. D'Antonio:

The City of Gallup has resolved the remaining protests to Application No. G-80/SJ-1491 *et al.* and is requesting expedited approval of this now unprotested application by the Water Rights Division. The application was filed by Gallup on October 15, 1981 and requests a new appropriation of groundwater from the Dakota Sandstone and/or Westwater Canyon Member of the Morrison Formation (Dakota/Westwater) of up to 5,600 acre-feet per year. Without prejudice to seeking an additional new appropriation from the Dakota/Westwater in the future as circumstances change, the City of Gallup is hereby reducing Application No. G-80/SJ-1491 *et al.* from 5,600 acre-feet per year to 2,600 acre-feet per year.

There are two primary reasons for the City's request for expedited approval of Application No. G-80. First, because of the circumstances related to COVID-19, the City has been contacted and requested repeatedly to increase its groundwater diversions to assist in the water supply to the Navajo Nation and other surrounding communities. These requests have come from the Governor's Office, the Navajo Nation, and state and federal legislators concerned about the high number of positive COVID-19 tests on the Navajo Nation and in McKinley County.

Second, with the agreement of the New Mexico Interstate Streams Commission, the Bureau of Reclamation delayed the delivery date for surface water from the Navajo-Gallup Water Supply Project ("NGWSP") to an unspecified time, but the delay is expected to be at least five years.

Because of the earlier commitment by the state and federal government for completion and operation of the NGWSP by 2024, for many years Gallup's municipal water supply planning has been based upon receiving imported surface water from the NGWSP beginning in 2024. To that end, the City redirected its financial resources from drilling and equipping production wells to the NGWSP, and accordingly, has not placed a new production well in service for many years, even as existing wells decrease in production or go out of service for extended periods of time for maintenance and repair.

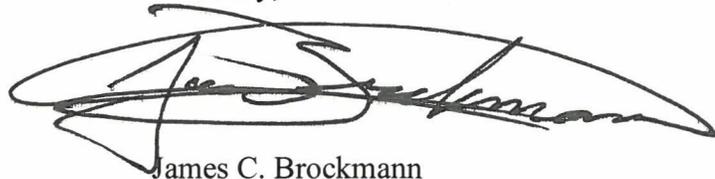
Gallup has existing wells that are dually completed in the Dakota/Westwater and the Gallup Sandstone. By administrative order of the OSE, 25% of the water produced from these dual-completion wells is accounted as water coming from the Dakota/Westwater and 75% is accounted as coming from the Gallup Sandstone. Because Gallup's existing OSE permit limits diversions from the Dakota/Westwater to 492 afy, Gallup must stop pumping all of its dual completion wells and two other wells that divert only from the Dakota/Westwater (Well Nos. G-97-S-8 and G-97-S-9) because of permit limits when the wells are otherwise capable of producing much more water.

Critically, two of the points of diversion specified in Application No. G-80/SJ-1491 already have existing wells (Well Nos. G-97-S-8 and G-97-S-9) so the City can immediately begin diverting more groundwater without having to drill or equip new wells the minute Application No. G-80/SJ-1491 is approved. This is a significant benefit to the City, the Navajo Nation, and McKinley County, and is especially important given existing circumstances.

The City will work closely with WRD to evaluate this application because we are requesting approval within the next 30-60 days. A hydrology analysis that supports granting Application No. G-80/SJ-1491 *et al.* was done by John Shomaker and Associates for the City shortly after the application was filed and provided to the OSE-Water Rights Division. To assist OSE-Water Rights Division staff in quickly processing this application, we will provide a synopsis of the file under separate cover. The City will promptly respond to any questions or requests for information from your staff to approve this application.

Please feel free to contact me or Dennis Romero, Executive Director, Utilities – Water and Sanitation, City of Gallup, if you have any questions.

Sincerely,



James C. Brockmann

cc: *Email and/or First-Class Mail:*

Mr. John Romero, Director, Water Rights Division, NM OSE

Mr. Wayne Cannon, District Manager, District I, NM OSE

Mr. Jeff Peterson, Water Resources Manager, District I, NM OSE

Mr. Bill Teel, counsel to the NM OSE-Water Rights Division

Hon. Louie Bonaguidi, Gallup City Mayor
Mrs. Maryann Ustick, Gallup City Manager
Mr. Dennis Romero, Executive Director, Utilities – Water and Sanitation, City of Gallup
Mr. Curtis Hayes, City Attorney, City of Gallup
Hon. Michelle Lujan-Grisham, Governor, State of New Mexico
Hon. Jonathan Nez, Navajo Nation President
Mr. Daniel G. Moquin, Principal Attorney, Navajo Nation Department of Justice
Mrs. Lisa Yellow Eagle, Attorney, Navajo Nation Department of Justice
Mr. Walter W. Haase, General Manager of NTUA
Mr. Bartholomew Stevens, Regional Director, BIA
Mr. Rudy Keedah, Branch Chief, Branch of Engineering, BIA Navajo Region-Gallup
Hon. Tom Udall, United States Senator for New Mexico
Hon. Martin Heinrich, United States Senator for New Mexico
Hon. Ben Ray Lujan, United States Representative for New Mexico
Hon. Patty Lundstrum, Member of New Mexico House of Representatives
Hon. George Muñoz, Member of the New Mexico Senate

From: Olson, Michelle, OSE <Michelle.Olson@state.nm.us>
Sent: Wednesday, June 10, 2020 1:27 PM
To: James C. Brockmann <jcbrockmann@newmexicowaterlaw.com>; Peterson, Jeff L, OSE <JeffL.Peterson@state.nm.us>; Romero, John, OSE <john.romero2@state.nm.us>; Canon, Wayne G., OSE <wayne.canon@state.nm.us>; Fields, Joseph, OSE <joseph.fields@state.nm.us>
Cc: DePauli, Marc <mdepauli@depauliengineering.com>; Nicole Price <nprice@newmexicowaterlaw.com>
Subject: Re: City of Gallup Application No. G-80

Good afternoon, Mr. Brockmann.

Our Water Right's team has met to discuss Shomaker's 1983 hydrologic report and we would like clarification in the following areas:

1. Please confirm or amend that the 14 wells described in application G-80 are capable of producing a combined diversion of 2,600 acre-feet per annum (afa) over a 40-year period.
2. Because wells G-97-S-8 and G-97-S-9 are proposed as points of diversion under pending application G-80 (advertised as G-80-S-2 and G-80-S-5, respectively), please confirm the production capability of these two wells over a 40-year period. Please estimate how much of the 2,600 afa these wells could produce on top of the 492 afa they are diverting under permit G-97 over a 40-year period.
3. Please confirm or amend this report to include the impacts of pumping the fully exercised 2,600 afa over a 40-year period, including impacts to wells of other ownership based on the 2017 Morrison Criteria considering existing pumping.
4. Simulate, where applicable, impacts of pumping the fully exercised 2,600 afa on any surface water.

Thank you and please contact me if you have any questions.

Michelle Olson
Water Resource Professional
NM Office of the State Engineer
(505) 383-4000

From: James C. Brockmann
<jcbrockmann@newmexicowaterlaw.com<mailto:jcbrockmann@newmexicowaterlaw.com>>
Sent: Friday, June 5, 2020 11:56 AM
To: Peterson, Jeff L, OSE; Romero, John, OSE; Canon, Wayne G., OSE; Fields, Joseph, OSE; Olson, Michelle, OSE
Cc: DePauli, Marc; Nicole Price
Subject: [EXT] RE: City of Gallup Application No. G-80

Thanks Jeff. That specific information is helpful. As I mentioned to John Romero, the City is willing to have John Shomaker either confirm or amend his 1983 work, to expedite the hydrology analysis. Hopefully, the 1983 report will be sufficient, but if not, the sooner we know the better so we can ask John Shomaker to work on it asap. I appreciate the updates today. Have a good weekend. Jim

DePauli Engineering and Surveying LLC
307 S. 4th Street
Gallup, NM 87301

Fee Proposal - City of Gallup - 2018/2019/07/P

For: Permit Application and Hydrological Modeling
Project: G-80 / SJ 1491 OSE Groundwater Permit
Date: 6/19/2020

<u>Description</u>	<u>Hours</u>	<u>Rate - \$/Hr.</u>	<u>Amount</u>
Principal	40	\$198.00	\$7,920.00
Project Engineer	63	\$144.00	\$9,072.00
Engineer	0	\$96.00	\$0.00
Engineer Tech.	0	\$75.00	\$0.00
Construction Inspector, Senior	0	\$96.00	\$0.00
Construction Inspector	0	\$75.00	\$0.00
CAD operator/Drafter, Senior	0	\$80.00	\$0.00
CAD operator/Drafter	0	\$57.50	\$0.00
Administrative Assistant	28	\$96.00	\$2,688.00
Land Surveyor	0	\$144.00	\$0.00
Two (2) man crew	0	\$207.00	\$0.00
Three (3) man crew	0	\$248.00	\$0.00
Technical Support	0	\$57.50	\$0.00
Mileage	120	\$0.58	\$69.60
Subconsultant: John Shomaker & Associates, Inc.			<u>\$17,000.00</u>
		Subtotal	\$36,749.60
		NMGRT	<u>\$3,054.81</u>
Total Design - Engineering			\$39,804.41



June 16, 2020

Revised June 18, 2020

Marc DePauli PE/PS
DePauli Engineering and Surveying, LLC
307 S. 4th Street
Gallup, NM 87301

by email: mdepauli@depauliengineering.com

Re: Proposal, Gallup's State Engineer Application, File No. G-80

Dear Marc:

Thank you very much for the opportunity to offer a proposal for hydrogeologic services relating to Gallup's pending application to the State Engineer, File No. G-80. I recognize that action on the application is time-critical, and for that reason, and because a drawdown analysis was filed with the application in 1983, the technical approach will be somewhat different from that for a conventional application. I understand that the State Engineer staff has made requests for four items of further information about the predicted effects of exercise of the permit if issued. Although a brief drawdown analysis was filed 37 years ago, it should be recognized that the information the OSE has requested now is essentially the same as the well-by-well predictions that would be required in considering any new application.

The four requests from OSE, paraphrased below, and our proposals for responses, are as follows.

Proposal for Responses to State Engineer Requests

1. Confirm (or amend the report), that the 14 wells described in application G-80 are capable of producing a combined diversion of 2,600 acre-feet per annum (afa) over a 40-year period.

We propose to use specific-capacity data for the existing G-97-S-8 and G-97-S-9 (Lewis and Allen) wells, and a specific capacity estimated from aquifer characteristics for wells at the other applied-for locations, and groundwater flow model projections (described below under Item 3) to estimate the 40-year pumping water levels in all of the wells, assuming that the G-97-S-8 and G-97-S-9 wells are also pumping a proportionate part of the production under the existing G-97 right. We would then compare the estimated pumping water levels with the maximum achievable pumping levels in the wells, and determine whether the necessary instantaneous-rate capacity and annual production from each well can be met.

2. Confirm the production capability of wells G-97-S-8 and G-97-S-9 over a 40-year period. Estimate how much of the 2,600 afa these wells could produce on top of the 492 afa they are diverting under permit G-97 over a 40-year period.

This request would be dealt with in the response to Request No. 1, above.

3. Confirm, or amend the report, to include the impacts of pumping the fully exercised 2,600 afa over a 40-year period, including impacts to wells of other ownership based on the 2017 Morrison Criteria considering existing pumping.

We propose to compile a list of the wells tapping the Dakota or Morrison, or both, in the region as they existed at the time of the filing of the G-80 application, October 14, 1981. Most or all of these wells are likely to be described in Appendix 1 of my doctoral thesis of 1995, which will be cross-checked against the OSE database, although some wells on Navajo lands may not be shown on either list. Rather than making the effort to complete and verify an inventory of tribal wells, which is likely to be very time-consuming, I would suggest that Gallup formally ask the Navajo Nation for a letter waiving impairment protection by the State Engineer.

We would estimate the current pumping from the then-existing wells, based on available information, recognizing that these estimates may be only rough approximations. We would also estimate the long-term water-level change in these wells attributable to pumping under existing rights, based on available water-level data or on model predictions.

I have prepared two groundwater flow models that would be suitable for representing pumping from the proposed G-80 wells. These are the model described in my 1983 report, which was submitted with the application, and my doctoral-thesis model completed in 1995. Both are simple superposition models, but only the 1995 model has the benefit of a history-matching calibration. In using the 1983 model, I would propose to estimate drawdowns in wells of other ownership from the contours given in illustrations in the report, based on the relationship between the proposed 2,600 ac-ft/yr diversion and the pumping schedule assumed in the report.

For the 1995 model, I would propose to develop a simplified version that represents only model-layers 3 and 4, the Mancos Shale above the Dakota-Morrison aquifer, which provides water to the aquifer by leakage, and the Dakota-Morrison layer itself. The incremental drawdown in each non-City of Gallup well, due to exercise of a G-80 permit, would be estimated using whichever of the two models is shown to have provided the better prediction of actual water-level history in the existing G-97-S-8 and G-97-S-9 wells.

The 40-year incremental drawdown due to full exercise of a G-80 permit, added to the estimated water-level change over time, would be compared against the 2017 Tom Morrison guidelines to determine whether the threshold of impairment might be reached.

4. Simulate the impacts of pumping the fully exercised 2,600 afa on any surface water.

Neither of the Gallup sub-basin models I prepared represents a large enough area to include a surface-water connection with the Dakota-Morrison aquifer. For that reason, we propose to use the OSE Morrison-Entrada model for the entire San Juan Basin, prepared by Eric Keyes of OSE in 2018, to estimate the effects over 100 years on the San Juan River and Gallinas Creek, the only recognized surface water related to the San Juan Basin aquifers, due to pumping 2,600 ac-ft/yr from the proposed G-80 wells. Although the Keyes model lacks

sufficient detail for drawdown predictions within the Gallup sub-basin, it has been accepted by OSE for stream-depletion predictions on a basin-wide scale.

Cost Proposal and Schedule

We propose to carry out the tasks described above at our standard hourly rates, shown in the fee schedule attached, for an estimated cost not to exceed \$17,000 plus applicable New Mexico Gross-Receipts tax. This estimate includes expenses, and budget for up to ten hours of meetings or virtual meetings with Gallup officials, Gallup's consultants and attorneys, and State Engineer staff, but does not include any travel for meetings. This proposal includes preparation of a technical memorandum addressing the specific requests from the OSE; the proposal does not include preparation of formal exhibits and documentation for a State Engineer hearing, or participation in a hearing. The John Shomaker & Associates staff likely to be working on the project would be myself, Annie McCoy, and Jake Baggerman.

We understand that Gallup is hoping for action by the State Engineer within two months, and with that in mind, we propose to complete the work described above by July 10, 2020.

We look forward to working with you and the City on this project. Please let me know if there are questions, or if any further information would be helpful.

Sincerely,

JOHN SHOMAKER & ASSOCIATES, INC.



John W. Shomaker, Ph.D.
Senior Principal Hydrogeologist

Cc: Jim Brockmann, Esq., Stein & Brockmann
Roger Peery, JSAI
Debi Garcia, JSAI

**STATE OF NEW MEXICO
TOURISM DEPARTMENT
Litter Control and Beautification
“Clean & Beautiful” Grant Program Agreement**

THIS AGREEMENT, numbered **21-418-6002-00059-00**, is made and entered into by the State of New Mexico Tourism Department, hereinafter referred to as the “NMTD,” and **City of Gallup**, hereinafter referred to as the “Partner” (collectively the “Parties”) and is effective as set forth below.

RECITALS

WHEREAS, the purpose of the New Mexico “Litter Control and Beautification Act,” NMSA 1978, § 67-16-1 et seq. (hereinafter “the Act”) is to control litter by authorizing NMTD to eliminate litter from the state to the maximum practical extent through a state-coordinated plan of education, control, prevention, and elimination; and

WHEREAS, the “Litter Control and Beautification Fund,” hereinafter “the Fund,” is appropriated to NMTD for the purpose of carrying out the provisions of the Act; and

WHEREAS, the Act provides that NMTD may contract with other state and local government agencies to carry out the provisions of the Act;

AGREEMENT

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, in consideration of the mutual covenants and obligations contained herein, as follows:

I. Obligations of Partner.

- A. Perform and complete the projects and programs, expending all related funds, as outlined in the Project Award Schedule, as approved by NMTD and attached hereto as *Exhibit A*.
- B. Acknowledge and comply with all Grant Program Guidelines, as approved by NMTD and attached hereto as *Exhibit B*.
- C. Complete and submit all required documentation for Initial Disbursement and Final Reimbursement in accordance with the requirements described in *Exhibit B*.
- D. Acknowledge that any failure to adhere to the parameters set forth herein may affect Partner’s eligibility for future awards.

II. Obligations of NMTD.

- A. Provide award funds for all eligible expenses in accordance with the Act and according to *Exhibit A* and *Exhibit B*.

- B. Provide access to all forms required for submission for Initial Disbursement and Final Reimbursement in accordance with the requirements described in *Exhibit B*.

III. Additional Terms & Conditions:

- A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.
- B. This Agreement shall become effective upon its execution by both Parties and shall terminate on **June 30, 2021**. Either party may terminate or seek to further negotiate this Agreement upon ninety (90) days written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.
- C. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto, with the exception of Exhibit A, which may be adjusted by authorization of the NMTD Tourism Development Division Director.
- D. Neither Party will be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond the non-performing Party's control and without such Party's fault or negligence, such as acts of God, pandemic-related public health orders, acts of civil or military authority, embargoes, epidemics, war, acts of terrorism, riots, insurrections, fires, explosions, earthquakes, floods, loss of power, strikes or lockout. If any Force Majeure condition affects Partner's ability to perform its obligations, Partner shall give written notice to NMTD, and Partner will offer mutually agreeable amendments to Exhibit A. Until such time as this Agreement is amended, NMTD will withhold payment of award funds as set forth in Exhibit A.
- E. Partner shall ensure that any activities carried out in accordance with this Agreement conform to all current Public Health Orders and corresponding COVID-Safe Practices.
- F. The Parties shall not be jointly liable. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended.
- G. This Agreement is governed by the laws of the State of New Mexico.
- H. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.

- I. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service, by electronic mail or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To NMTD: New Mexico Tourism Department
Lucy Stanus, Clean & Beautiful Program Coordinator
491 Old Santa Fe Trail | Santa Fe, NM 87501
505-660-4734 | lucy.stanus@state.nm.us

To Partner: City of Gallup
Maryann Ustick
P.O. Box 1270 | Gallup, NM 87305-1270
505-863-1220 | manager@gallupnm.gov
Program Manager: Elizabeth Barriga
Phone: 505-863-1393
Email: ebarriga@gallupnm.gov

- J. The individual signing below on behalf of the Partner represents and warrants that he or she has the authority to bind the Partner, and that no further action, resolution or approval from the Partner is necessary to enter into a binding agreement.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Cabinet Secretary listed below.

By: _____

Date: _____

Print Name: _____
For PARTNER (**City of Gallup**)

By: _____
Carlos F. Gonzales, NMTD Chief Procurement Officer

Date: _____

By: _____
Isabel B. Lopez, NMTD Chief Financial Officer

Date: _____

Approved for legal sufficiency:

By: _____
Allison P. Martinez, NMTD General Counsel

Date: _____

By: _____
Jen Paul Schroer, NMTD Cabinet Secretary

Date: _____

The records of the Taxation and Revenue Department reflect that the Partner is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: **01404290008**

By: _____
Taxation and Revenue Department

Date: _____

EXHIBIT A PROJECT AWARD SCHEDULE CITY OF GALLUP					
	<u>Goal 1</u>	<u>Goal 2</u>	<u>Goal 3</u>	<u>Goal 4</u>	<u>Goal 5</u>
End Littering					
Clean-up Supplies	\$4,000.00				
Clean-up Transportation	\$500.00				
Incentives	\$1,200.00				
Advertising	\$1,500.00				
Pick-up Your Trash Signs	\$3,000.00				
Improve Recycling					
Recycling Bins		\$2,500.00			
Educational Materials		\$1,000.00			
Beautify Communities					
Hope Garden Project			\$5,100.00		
Work in Beauty Project			\$1,950.00		
Empower Youth					
Youth Groups				\$6,000.00	
Increase Program Capacity					
KAB Dues					\$150.00
KAB Conference					\$2,500.00
KAB Certification Plaques					\$900.00
Subtotals	\$10,200.00	\$3,500.00	\$7,050.00	\$6,000.00	\$3,550.00
Total Award	\$30,300.00				

<i>Suzy Lawrence</i>	6/3/2020
Approved by: NMTD Tourism Development Division Director	Date

EXHIBIT B

NEW MEXICO TOURISM DEPARTMENT CLEAN AND BEAUTIFUL GRANT PROGRAM **FY21 GUIDELINES**

GRANT PURPOSE

The purpose of the New Mexico “Litter Control and Beautification Act,” NMSA 1978, § 67-16-1 et seq., is to accomplish litter control by vesting in the Department the authority to eliminate litter from the state to the maximum practical extent. The department shall aid in establishing a statewide Keep America Beautiful program through the New Mexico Clean and Beautiful grant program to prevent litter, improve recycling, and beautify New Mexico communities.

ELIGIBILITY

All New Mexico municipalities, counties, and Tribal Governments in good standing with New Mexico Taxation and Revenue Department are eligible for funding (correct CRS numbers are required within the application process). Entities need not be Keep America Beautiful affiliates to apply.

ELIGIBLE EXPENDITURES

Projects and initiatives that contribute to the following goals, as identified through Keep America Beautiful and the Litter Control and Beautification Act, may be eligible for funding:

Goal #1 - End Littering

- Information pertaining to current Keep America Beautiful initiatives can be found at <https://kab.org/end-littering/>

Goal #2 - Improve Recycling

- Information pertaining to current Keep America Beautiful initiatives can be found at <https://kab.org/improve-recycling/>

Goal #3 - Beautify Communities

- Information pertaining to current Keep America Beautiful initiatives can be found at <https://kab.org/beautify-communities/>

Goal #4 – Empower Youth

- Youth employment initiatives must directly contribute to at least one of the above-mentioned goals
- Applicants may either hire a youth group as a subcontractor, or hire individual youths
- For individual youths:
 - a) Individuals must be between 14 to 25 years of age
 - b) Salary range = local minimum wage plus \$1.00 to \$3.00 per hour
 - c) Youth Employment Verification forms are required for each youth employed

Goal #5 – Increase Program Capacity

- Professional development activities must directly contribute to at least one of the above-mentioned goals
- Professional development funds may be utilized for Keep America Beautiful dues and conference fees, as well as other approved events or trainings
- Event/training registration confirmations and receipts for all travel expenditures are required as backup documentation for each professional development event

EXHIBIT B

MATCHING REQUIREMENTS

This grant requires a 25% match. The following sections may be used to determine the costs and calculate totals for In-Kind & Monetary Donations, which must be reported in the End-of-Year Report.

Donated Goods or Services:

Entities may receive non-monetary contributions of goods or services, often referred to as “in-kind donations” from businesses, groups and individuals. Examples include private waste hauler services, “pro-bono” accounting services, food/drinks, donated advertising space, or office space in a non-government building. The dollar value of any donated goods or services is equal to the market price of the goods or services contributed. Whenever possible, submit the dollar-value in writing.

How to Calculate Government Costs:

Government employee time and services for which they receive government salary, overtime or compensatory time are considered a cost. If a government employee is working on a project on their own time, as a volunteer or board member, calculate their time as an in-kind donation. Government in-kind goods include hauling by sanitation vehicles, printing, and the use of consumable supplies. To calculate the value of in-kind government agency costs, estimate the market value of the goods or services provided to your affiliate and add to that the dollar-value for each hour of work given by government employees.

Volunteer Hours:

All volunteer hours should be documented on a Volunteer Sign-In Sheet. Each volunteer hour should be assigned the national or applicable state value provided by Independent Sector unless a professional provides a specific value for professional services. Current value for volunteer hours is available at https://www.independentsector.org/volunteer_time .

GRANT AGREEMENT

The grant award will be officially executed upon receipt by NMTD of the signed grant agreement. Agreements will include two accompanying exhibits: Project Award Schedule (*Exhibit A*) and these Grant Program Guidelines (*Exhibit B*). PLEASE NOTE: Any changes or exceptions to the procedures outlined in the Grant Agreement or these Guidelines will require approval from the NMTD Cabinet Secretary.

INITIAL DISBURSEMENT OF FUNDS

For FY21 grant awards, Partners will be eligible to receive 50% of the total award amount following the execution of the grant agreement and submission of the Initial Disbursement Invoice. This form is available for download at the NM Clean & Beautiful Grant Resources webpage.

REIMBURSEMENT REQUIREMENTS

In order to receive reimbursement for the remaining 50% of the total award amount, Partners must submit the Final Reimbursement Request Packet at project end, but no later than June 15, 2021.

Final Reimbursement Request Packet should include:

- Final Reimbursement Invoice
- Total Project Expense Worksheet with back-up documentation*
- End-of-Year Report
- Youth Employment Verification forms, if applicable
- Volunteer Sign-in Sheet, if applicable
- Event and trainings registration confirmations, and KAB Affiliate dues receipt, if applicable

*Eligible back-up documentation includes:

1. Invoices *or* receipts

AND

2. Cleared checks, warrants, bank statements *or* an attestation by Partner’s CFO or equivalent financial authority

EXHIBIT B

SUBMISSION REQUIREMENTS

- All required forms are available for download at the NM Clean & Beautiful Grant Resources webpage (<https://www.newmexico.org/industry/work-together/grants/clean-and-beautiful/nm-clean-beautiful-grant-resources/>).
- Submission of all required forms and back-up documentation must be submitted via upload to the Survey Monkey Apply portal located at: <https://nmtourism.smapply.io/> or by email to Lucy.Stanus@state.nm.us

PROGRAM ASSISTANCE

Clean & Beautiful Grant Program Coordinator (Lucy Stanus) will establish communication schedules and provide technical assistance for all awardees. She can be reached by email at Lucy.Stanus@state.nm.us or by phone at 505-660-4734.

**RESOLUTION OF
THE GALLUP CITY COUNCIL**

RESOLUTION No. R2020- 20

FY2021 Clean & Beautiful Grant Approval

WHEREAS, this Resolution is to approve the *FY2021 Clean & Beautiful (CB) Grant* award between the New Mexico Tourism Department and the City of Gallup, and;

WHEREAS, this *FY2021 Clean & Beautiful Grant* has widespread collaborative multiple stakeholder support, and;

WHEREAS, the *FY2021 Clean & Beautiful Grant* will include five programs 1) Litter clean-up supplies and advertising 2) Improve Recycling supplies 3) Community gardening supplies 4) Youth employment, 5) Increase KAB Program fees, and;

WHEREAS, the *FY2021 Clean & Beautiful Grant* total award is \$30,300 with a 25% in-kind cost share, and;

NOW THEREFORE, BE IT RESOLVED that the Governing Body of the City of Gallup does here-by approve this *FY2021 Clean & Beautiful* award and; implementation of this Grant and partnership between the City of Gallup and the New Mexico Tourism Department;

PASSED, ADOPTED AND APPROVED this ___ day of July 14, 2020, in a duly called meeting of the Gallup City Council at which a quorum was present, at Gallup, New Mexico, by a vote of ___ in favor, ___ opposed, and ___ abstaining.

BY: _____
Louie Bonaguidi, Mayor
City of Gallup

ATTEST: _____
Alfred Abeita, City Clerk

EXHIBIT A
PROJECT AWARD SCHEDULE
CITY OF GALLUP

	<u>Goal 1</u>	<u>Goal 2</u>	<u>Goal 3</u>	<u>Goal 4</u>	<u>Goal 5</u>
End Littering					
Clean-up Supplies	\$4,000.00				
Clean-up Transportation	\$500.00				
Incentives	\$1,200.00				
Advertising	\$1,500.00				
Pick-up Your Trash Signs	\$3,000.00				
Improve Recycling					
Recycling Bins		\$2,500.00			
Educational Materials		\$1,000.00			
Beautify Communities					
Hope Garden Project			\$5,100.00		
Work in Beauty Project			\$1,950.00		
Empower Youth					
Youth Groups				\$6,000.00	
Increase Program Capacity					
KAB Dues					\$150.00
KAB Conference					\$2,500.00
KAB Certification Plaques					\$900.00
Subtotals	\$10,200.00	\$3,500.00	\$7,050.00	\$6,000.00	\$3,550.00
Total Award	\$30,300.00				

<i>Suzy Lawrence</i>	6/3/2020
Approved by: NMTD Tourism Development Division Director	Date