

## AGENDA

### GALLUP CITY COUNCIL REGULAR MEETING TUESDAY, SEPTEMBER 8, 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 Discussion/Action Topic #5 regarding the Edward Byrne Memorial Justice Assistance Grant Program 2020 and on non-agenda items. 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. Approval Of Minutes**

Special Meeting of August 24, 2020

Documents:

[DRAFT MINUTES SP MTG AUG 24 2020.PDF](#)

**D. Discussion/Action Topics**

## 1. Acceptance Of CARES Act Funding

The City of Gallup has been awarded two grants from the Cares act by the State of New Mexico. The funding is part of the Federal Cares act passed earlier this year.

The first award is for funding to local businesses in the amount of \$2,130,000. Of this amount we will be allocating up to 5% (\$106,500) for administrative costs. We will be taking applications from local businesses soon and have a committee established to review those that qualify. The limit per business is \$10,000 and we will offer the funds on a first come first serve basis until all available funds have been awarded.

The second award is \$918,581 for reimbursement of costs to the City for Covid-19 response. We will be reimbursed upon approval of properly documented requests. A list of eligible expenditures that have been identified is attached. Please note this amount exceeds the amount awarded and we will only be funded up to the award amount.

The time frame for the expenditures for both grants is March 1, 2020 through December 30, 2020.

Fiscal Impact: The City will be reimbursed up to \$918,581 for Covid-19 costs. The business grants will be a pass through for all but the \$106,500 of administrative costs. A budget adjustment to revenue of \$3,048,581 and an expenditure adjustment of \$106,500 is needed.

Recommendation: Approve the two grant agreements as well as necessary budget adjustments

Speaker's Name Maryann Ustick

Documents:

[FUNDING REQUESTS AS OF SEPT 1.PDF](#)

[GALLUP\\_CARES-13001-CGA.PDF](#)

[GALLUP\\_CARES-BUS-13001-CGA.PDF](#)

## 2. Resolution No. R2020-27; Annual NM Infrastructure Capital Improvement Plan Submission

The State Department of Finance and Administration (DFA) requires local governments to systematically develop and annually submit a five (5) year ICIP as a means of defining development needs and identifying funding sources. The ICIP is then used by all State agencies involved in funding local government projects as a means of analyzing proposed capital outlay bills during the State legislative sessions.

For your consideration, attachment (a) provides a complete listing of all proposed ICIP projects. Projects are the Community Improvement Plan (CIP) projects for the next five (5) years as presented and were approved by the City Council during the 2020-2021 budget process. All project estimates are "conceptual" in nature (within -25% to +75% of completed project costs) and are not exact. Project cost estimates are repeatedly refined as each project is planned, programmed, designed, and ultimately constructed. (To visualize this order of project cost refinement, see attachment (b) for "Estimating Accuracy Trumpet illustration.) Projects are not listed in any priority order other than planned year.

Last, DFA will no longer allow any changes after submission and before the

State Legislature Convenes. Staff needs the City Council's:

1. Tentative Identification of the 2021 top five legislative priorities; and
2. Approval of the projects as listed in the form of a resolution. (See attachment (c).)

There is no direct impact on the City's budget, however, the State ICIP may be used as a consideration by the Governor, State Agencies, and/or the State Legislature in their grant approval process.

Staff recommends that Council identify the City's top five (5) tentative projects for Legislative funding. As a starting point for City Council discussion, Staff proposes for the City Council's consideration the following top five (5) priorities:

1. New Public Safety Building Construction Project.
2. Coal Avenue Commons Construction Project Phase 2.
3. East Nizhoni Boulevard Reconstruction Project.
4. New Regional Library Building Construction Project
5. West Logan Avenue Improvements

Note that a project site has not been selected for the new Regional Library Building. City Council will need to make a site selection for this project as soon as possible.

Fiscal Impact:	None
Recommendation:	Staff recommends approval of the ICIP project listing and priorities; Resolution No. R2020-27
Speaker's Name	C.B. Strain

Documents:

[ICIP FY 2022-2026 AS OF 09012020.PDF](#)  
[COST ESTIMATING ACCURACY TRUMPET.PDF](#)  
[APPENDIX II - RESOLUTION TEMPLATE\(1\) ICIP \(1\).PDF](#)

**3. Resolution No. R2020-28; Acceptance Of State Of New Mexico DFA Fund 89200 Capital Appropriation Project Grant Agreement For TDFL Field Improvements**

The Planning and Development Department is requesting City Council to accept the State of New Mexico Department of Finance and Administration Fund 89200 Capital Appropriation Project Grant Agreement 20-E2627 for \$100,000.00 and to change the designated grantee points of contact to Mr. Vince Alonzo, Parks and Recreation Director and Mrs. Patty Holland, Chief Financial Officer.

The project that is the subject of this agreement is 20-E267 for a total of \$100,000.00 Appropriation Reversion Date: 6/30/2024, Laws of 2020, Chapter 81, Section 35, Para. 283, one hundred thousand dollars (\$100,000.00) to plan, design, construct, repair and improve facilities used by the Tony Dorsett Touchdown Football League at Washington Park in Gallup in McKinley County.

Staff is requesting that City Council Accept the grant agreement and approve expenditure and revenue budget. This is a 100% reimbursable grant with no required matching funds.

Fiscal Impact:	\$100,000.00 reimbursable with no required matching funds
Recommendation:	Staff recommends approval for acceptance of said grant and

expenditure and revenue budget.

Speaker's Name C.B. Strain

Documents:

[E2627 WASHINGTON PARK--GALLUP \(2\).PDF](#)

[RESOLUTION TEMPLATE 20-E2627 WASHINGTON PARK \(2\).PDF](#)

**4. Resolution No. R2020-29; Acceptance Of State Of New Mexico DFA Fund 89200 Capital Appropriation Project Grant Agreement For Police Vehicles And Equipment**

The Planning and Development Department is requesting City Council approve Resolution No. R2020-29 to accept State of New Mexico Department of Finance and Administration Fund 89200 Capital Improvement Project Grant Agreement 20-E2624 for \$120,000.00 and to change the designated grantee points of contact to Mr. Franklin Boyd, Police Chief and Mrs. Patty Holland, Chief Financial Officer.

The project that is the subject of this agreement is described as 20-E2624 \$120,000.00 Appropriation Date: 6/30/2022 Laws of 2020, Chapter 81, Section 35, Para. 280, one hundred twenty thousand dollars (\$120,000.00) to purchase and equip vehicles for the Police Department in Gallup in McKinley County.

Staff is requesting that City Council accept the grant agreement and approve expenditure and revenue budget. This is a 100% reimbursable grant with no required matching funds.

Fiscal Impact: \$120,000.00 reimbursable with no required matching funds.

Recommendation: Staff recommends approval for acceptance of said grant and expenditure and revenue budget.

Speaker's Name C.B. Strain

Documents:

[E2624 POLICE VEHICLES--GALLUP.PDF](#)

[RESOLUTION TEMPLATE 20-E2624 POLICE VEHICLES.PDF](#)

**5. Public Comment: Edward Byrne Memorial Justice Assistance Grant (JAG) Program 2020**

The U.S. Department of Justice (DOJ) has grant funding through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence. In order to receive funding, the governing body and citizens must have notice that we are applying for the grant and an opportunity to comment.

Fiscal Impact: If awarded, the total amount would be \$25,718. The amount will be divided between the City of Gallup and McKinley County.

Recommendation: None / Discussion item only.

Speaker's Name Chief Franklin Boyd

**6. Approval And Acceptance Of The 2020 Coronavirus Emergency Supplement Funding (CESF) Program Grant For \$94,413.00**

In May, 2020, the City and Police Department applied for a federal grant solicitation titled the "Coronavirus Emergency Supplemental Funding (CESF) Program" grant for \$94,413.00.

The solicitation overview for this grant states that the "Coronavirus Emergency Supplemental Funding Program will provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus".

The Gallup Police Department has designated this funding to be utilized for equipment, supplies, training, and services. \*See attached budget narrative.

Supervisor Charlotte Becenti of the Finance Department has confirmed that the city has received notification and has verified that the grant funds are now available. \*U.S. Department of Justice Award Number 2020-VD-BX-1547.

The Gallup Police Department is now requesting approval for a budget adjustment for budget revenue and expenditures in the amount of \$94,413.00 for equipment, supplies, training, and services.

Fiscal Impact:	Budget adjustment in revenue & expenditure for the "Coronavirus Emergency Supplemental Funding (CESF) Program" grant in the amount of \$94,413.00.
Recommendation:	Approval & acceptance of the Coronavirus Emergency Supplemental Funding Program grant for \$94,413.00
Speaker's Name	Chief Franklin Boyd

Documents:

[CESF GRANT SOLICITATION.PDF](#)  
[GRANT PROGRAM AND BUDGET NARRATIVE.PDF](#)

**7. Resolution No. R2020-30; Approving Submission Of An Application To The New Mexico Water Trust Board For Funding Of Project 7B Of The Navajo-Gallup Water Supply Project**

Funding will be needed for construction of Navajo Gallup Water Supply Project (NGWSP) Project 7B (Reach 27.7B), which includes the installation of approximately 4 miles of 16-inch water transmission line with appurtenances to connect NGWSP Reach 27.6 and NGWSP Reach 27.7B. The transmission line will deliver water directly from the Gamarco Storage Tanks to the Red Rock Park Storage Tanks, providing potable water to the eastern portion of the Gallup-Rural Navajo Regional Water System.

Council Resolution is required to submit funding application to New Mexico Water Trust Board for consideration.

Attachment 1 is the proposed resolution. Attachment 2 is a map of the Gallup Regional Water System showing Project 7B to the east of the City.

Fiscal Impact: Requesting up to \$4.1 million from Water Trust Board for NGWSP Project 7B. Typical split on NGWSP funding from WTB is 60% (\$2.46 million) grant and 40% (\$1.64 million) loan. If Water Trust Board funding is approved, a budget adjustment will be needed up to \$4.1 million in expenditures in addition to annual loan payments of up to \$61,588 after project completion (0.25% interest rate, amortized over a 20 year period).

Fiscal Impact:

None at this time.

If Water Trust Board funding is approved, a budget adjustment will be needed up to \$4.1 million in expenditures in addition to annual loan payments of up to \$61,588 after project completion (0.25% interest rate, amortized over a 20 year period).

Recommendation:

Staff recommends approval of Resolution No. R2020-XXX to submit application to the NM Water Trust Board for Funding of Navajo Gallup Water Supply Project — Project 7B (Reach 27.7B) and follow on budget adjustments, as described above, if the project is funded.

Fiscal Impact: Please see above.

Recommendation: Please see above.

Speaker's Name Dennis Romero

Documents:

[ATTACHMENT 1 - RESOLUTION R2020-30 WATER TRUST BOARD PROJECT 7B FINAL DRAFT.PDF](#)

[ATTACHMENT 2- GALLUP REGIONAL SYSTEM MAP 27.7B.PDF](#)

**8. Resolution No. R2020-31; Approving Submission Of An Application To The New Mexico Water Trust Board For Funding Of A G-80 Municipal Ground Water Well**

The U.S. Bureau of Reclamation, upon request of other project participants has delayed the completion of the San Juan Lateral of the Navajo Gallup Water Supply Project (NGWSP) for three to five years, in order to examine the feasibility of using a water storage reservoir at the San Juan Generating Station to store project water.

The City had planned on receiving surface water in December 2024, thereby transitioning away from its ground water municipal wells as its primary source of potable water. Because of the circumstances related to the COVID-19 pandemic, the City has been contacted and requested repeatedly to increase its ground water diversions to assist in the water supply to the Navajo Nations and other surrounding communities within McKinley County.

Because of requests for additional City water from surrounding areas, the City resolved all protests to Water Rights Application No. G-80/SJ-1491 et al., filed on October 15, 1981, and has requested expedited approval of this application from the New Mexico Office of the State Engineer. As the City had not planned on upgrading its municipal ground water well portfolio due to its anticipated transition to surface water and has set aside a significant portion of its utility budget toward the NGWSP, there is now a need for funding to drill up to three ground water wells to ensure a reliable water supply during the three to five year delay of NGWSP completion.

In order to ensure an adequate water supply and fund up to three new ground water wells, the City Water and Sanitation Department has submitted a grant application to the Department of Interior and is working with the Navajo Nation Department of Water Resources on potential funding for these wells. In addition to these efforts, a funding application to the Water Trust Board is being prepared for additional funding for this effort.

A Council Resolution is required to submit funding application to New Mexico Water Trust Board for consideration.

Attachment 1 is the proposed resolution.

Fiscal Impact: Requesting up to \$4.1 million from Water Trust Board for the G-80 Municipal Ground Water Well Project. Typical split on funding from WTB is 60% (\$2.46 million) grant and 40% (\$1.64 million) loan. If Water Trust Board funding is approved, a budget adjustment will be needed up to \$4.1 million in expenditures in addition to annual loan payments of up to \$61,588 after project completion (0.25% interest rate, amortized over a 20 year period).

Recommendation:

Staff recommends approval of Resolution No. R2020-YYY to submit application to the NM Water Trust Board for Funding of a G-80 Municipal Ground Water Well and follow on budget adjustments, as described above, if the project is funded.

Fiscal Impact: Please see above.

Recommendation: Please see above.

Speaker's Name Dennis Romero

Documents:

[RESOLUTION R2020-31 WATER TRUST BOARD PROJECT G-80.PDF](#)

## 9. **Budget Adjustment For Annual Subscription And E-Procurement Software Subscription**

National Institute of Government Purchasing \$460.00 Dues (Buyer's license, membership rates for trainings, and website resources)

Gallup Independent \$138.00 (Subscription for tear sheets when processing billings for all legal and public notices for the City of Gallup)

NMPPA \$200 Dues (CPO certifications, membership rates for trainings, and website resources)

Periscope \$1120.00 (Licensing for commodity codes use requirement per NM State Procurement Code)

Negometrix \$6800 (E-Procurement Software subscription)

TOTAL: \$9000 (rounded up in case there is increase in membership fees this year)

With the whole Covid19 situation, it became very difficult for the Purchasing Department to do bid openings and with the physical acceptance of bids. There is noticeably a decline in the bidding participation because contractors were unable to get proposals to the City especially during the lockdown when no one was allowed in to Gallup. In addition there is value added to acquiring a system that allows us to have a bigger vendor pool that could save us money with even more competitive bidding if more participants PLUS the software is free for 6 months in light of Covid with no obligations. Platform will also expedite the RFP process and will ease acquiring information and documents for auditing time.

Fiscal Impact: Budget adjustment of \$9000 from General Fund Balance into Subscription Fund 101-1019-411-4714

Recommendation: Approval of budget adjustment in the amount of \$9000 for annual subscriptions

Speaker's Name Frances Rodriguez, Purchasing Director

Documents:

[09082020 AGENDA ITEM-PURCH.PDF](#)

#### 10. **Approval For SCADA Equipment Purchase**

We originally used an estimate of \$285,000.00 which we thought would be adequate to purchase the equipment needed to upgrade our SCADA system. In retrospect that was a mistake and I should have acquired a proposal based on a quote from the manufacturer of choice. We did accomplish a sole source proposal to use Schweitzer Laboratory equipment which is the standard for electric utilities. We received no protests to the use of sole source. Therefore I am requesting approval of the proposal from Schweitzer Laboratory in the amount of \$340,672.06.00 which includes GRT of \$26,145.06. We do have funding in our capital account 307 for this proposal.

Fiscal Impact: There is no financial impact as funding is available in Account 307-6061-442-45-90, Project No. JU1510.

Recommendation: Staff recommends approval of this proposal.

Speaker's Name John Wheeler

Documents:

[021550.000.00 PROPOSAL FOR CITY OF GALLUP - SCADA AND METER UPGRADES 07132020 \(1\).PDF](#)

#### 11. **Appointment Of Members To The Labor Management Relations Board**

The City of Gallup currently has a Labor Management Relations Board to assist in the implementation and administration of the City's Labor Management Relations Ordinance. The board consists of three members: one member representing management, one member representing labor and one member serving on the recommendation of the first two appointees.

Management recommends the appointment of Allan Landavazo to represent management. Labor recommends the appointment of Tommy Gonzales to represent labor. If the Council approves these appointments, Mr. Landavazo and Mr. Gonzales will need to submit their nomination of the third member as soon as possible.

Fiscal Impact: None.

Recommendation: Appoint Allan Landavazo and Tommy Gonzales to the Labor Management Relations Board.

Speaker's Name Mayor Louie Bonaguidi

Documents:

**E. Comments By Public On Non-Agenda Items**

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

**F. Comments By Mayor And City Councilors**

**G. Comments By City Manager And City Attorney**

**H. 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 W. Aztec Avenue, at 6:00 p.m. on Tuesday, August 24, 2020.

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

Upon roll call, the following were present:

Mayor:	Louie Bonaguidi
Councilors:	Michael Schaaf Yogash Kumar Fran Palochak
Absent:	Linda Garcia, Councilor
Also present:	Curtis Hayes, City Attorney/Acting City Manager Jon DeYoung, Assistant City Manager

Presented to the Mayor and Councilors for their approval were the Minutes of the Regular Meeting of August 11, 2020.

Councilor Schaaf made the motion to approve the aforementioned minutes. Seconded by Councilor Palochak. Roll call: Councilor Schaaf, Palochak, Kumar and Mayor Bonaguidi voted yes.

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

1. George Athens, City of Gallup Minor Subdivision Final Approval – Clyde (C.B.) Strain, Planning and Development Director

Mr. Strain presented an aerial map of the properties to be subdivided and a portion of Morgan Avenue to be vacated. He provided details regarding the undeveloped land and the intent to combine all city owned properties into one (1) tract of land, while allowing Mr. Athens the space to build onto the existing structure. The Planning and Zoning Commission approved the subdivision on August 12, 2020; however, the right-a-way vacation requires City Council's final approval.

Councilor Palochak made the motion to approve George Athens, City of Gallup Minor Subdivision. Seconded by Councilor Schaaf. Roll call: Councilors Palochak, Schaaf, Kumar and Mayor Bonaguidi all voted yes.

## MINUTES

Special City Council Meeting – 08/24/2020

Page 2

2. Clean and Lien Program Budget Increase – Clyde (C.B.) Strain, Planning and Development Director

Mr. Strain said Planning and Zoning utilized all funding leftover from last fiscal year and requested a budget adjustment in the amount of \$75,000 to maintain the program through FY 21. Due to an increase in transient camps throughout the City, Code Enforcement and Gallup Police Department created a Task Force to clear and dismantle the camps, which has proven to be positive and costly. Mr. Strain requested the budget adjustment in order to continue the program as well as other Code Enforcement cases needing clean-up.

Discussion followed regarding the \$100,000 budgeted last fiscal year in comparison to the increased budget amount requested this fiscal year and the significant increase in camps.

Councilor Palochak expressed her support of the program based on multiple citizen complaints she has received regarding the presence of transient camps in her district and the importance of continuing the clean-up efforts.

Councilor Palochak made the motion to approve the Clean and Lien Program budget increase of \$75,000 from Fund 202 balance. Seconded by Councilor Kumar. Roll call: Councilors Palochak, Kumar, Garcia, Schaaf and Mayor Bonaguidi all voted yes.

3. Acceptance of a New Mexico Department of Transportation Aviation Grant Agreement – Clyde (C.B.) Strain, Planning and Development Director

Mr. Strain provided a brief description of the New Mexico Department of Transportation Aviation Grant Agreement in the amount of \$139,500 for improvements of the West Apron Pavement Preservation at the Gallup Municipal Airport. He said the grant is 100% reimbursable with no matching funds required. If approved, the project will go out to bid.

Councilor Schaaf made the motion to approve the acceptance of a New Mexico Department of Aviation Grant Agreement in the amount of \$139,500. Seconded by Councilor Palochak. Roll call: Councilors Schaaf, Palochak, Kumar and Mayor Bonaguidi all voted yes.

4. Acceptance of Legislative Appropriation Grant Agreement from the State of New Mexico Department of Finance and Administration Fund 89200 Capital Appropriation Project – C.B. Strain, Planning and Development Director

## MINUTES

Special City Council Meeting – 08/24/2020

Page 3

Mr. Strain said the grant, in the amount of \$3,713,114. was secured by Representative Patty Lundstrom and will be used for emergency infrastructure throughout the City. The grant is 100% reimbursable and does not require matching funds.

Councilor Palochak thanked Representative Lundstrom for acquiring the grant and looks forward to new infrastructure projects in the future.

Councilor Palochak made the motion to approve the acceptance of Legislative Appropriation Grant Agreement from the State of New Mexico Department of Finance and Administration Fund 89200 Capital Appropriation Project as presented. Seconded by Councilor Kumar. Roll Call: Councilors Palochak, Kumar, Schaaf and Mayor Bonaguidi all voted yes.

5. Approval of “Visual Labs Inc.” Subscription Agreement and Budget Adjustment for \$89,792.25 for the Purchase of 75 Police Body Worn Camera Systems for the Gallup Police Department – Chief Franklin Boyd, Gallup Police Dept.

Chief Boyd presented the subscription agreement with Visual Labs Inc. and budget adjustment in the amount of \$89,792.25 for the purchase of 75 body worn cameras. Chief Boyd noted the passage of Senate Bill 8, requiring all police officers in New Mexico to wear body cameras and record interactions with the public. He also provided an instructional video detailing the functions of the camera, cloud storage, logistics and a cost breakdown.

Brief discussion followed regarding how the cameras are attached the officer’s uniform and the recurring fees, including the software license and service fee.

Councilor Kumar made the motion to approve the subscription agreement and budget adjustment as presented. Seconded by Councilor Schaaf. Roll call: Councilors Kumar, Schaaf, Palochak and Mayor Bonaguidi voted yes.

6. City of Gallup Senior Program Budget Adjustment – Kimberly Ross-Toledo, Senior Program Manager

Ms. Ross-Toledo said the Senior Program received \$68,488.36 in a COVID 19 CARES Federal Sub-Award to provide services until September 30, 2020. The funding is based on the assessed need of the community and individuals receiving services in accordance with the Coronavirus Aid Relief and Economic Security Act (CARES). The service provided shall support older adults in maintaining independent and healthy lifestyles, address food insecurity and nutrition. The Senior Program also received the Non-Metro Area Agency on Aging (NMAA) State and Federal contract for a total of

## MINUTES

Special City Council Meeting – 08/24/2020

Page 4

\$324,147.62 and the NSIP contract for \$46,220.35. The City matching funds have been revised to reflect the correct amount during FY 21 of \$327,877.12 which was reduced from \$360,000. No further changes were made to the direct services contract, remaining at \$324,147.62.

Brief discussion followed regarding the delivery of 200 meals to seniors who are at highest risk and 100 meals provided to seniors using curbside pick-up.

Councilor Palochak made the motion to approve the Senior Program budget adjustments as presented. Seconded by Councilor Schaaf. Roll call: Councilors Palochak, Schaaf, Kumar and Mayor Bonaguidi voted yes.

### 7. FY 21 Budget Adjustment Approval for New Mexico Department of Health Grant Awards – Chief Jesus “Chuy” Morales, Gallup Fire Dept.

Chief Morales provided a list of grants awarded by the Department of Health, EMS Bureau totaling \$144,643.50, including:

- EMS Fund Act in the amount of \$12,464 for medical supplies, training and licensures;
- EMS Fund Act – Local Systems Improvement in the amount of \$10,000 for a new power gurney and a required match of approximately \$4,500; and
- EMS Fund Act – Special Projects in the amount of \$122,179.50 for a new ambulance and a required match of 25%

Chief Morales further explained the required match for the purchase of a new ambulance and available options to obtain the additional funding to avoid returning the funds.

Brief discussion followed regarding the grant for the new ambulance and how much time is allotted to make the purchase.

Councilor Palochak made the motion to approve the FY 21 budget adjustment for New Mexico Department of Health Grant Awards as presented. Seconded by Councilor Schaaf. Roll call: Councilors Palochak, Schaaf, Kumar and Mayor Bonaguidi voted yes.

### 8. Discussion of Legislative Finance Committee Presentation on August 26, 2020 – Mayor Bonaguidi

## MINUTES

Special City Council Meeting – 08/24/2020

Page 5

Mayor Bonaguidi announced he would be leaving on August 25, 2020 to attend the Legislative Finance Committee (LFC) meeting in Red River on August 26, 2020.

Councilor Palochak expressed concerns with holding a Special Meeting in lieu of a Regular Meeting. She explained the intended purpose of the City's Open Meetings Resolution is that the public expects the Council to meet on a regular basis as set forth in the Resolution. She also said she is prepared to act as Mayor Pro Tem whenever necessary.

Mayor Bonaguidi apologized to Councilor Palochak and will handle similar situations accordingly in the future. He also provided details on his presentation before the LFC pertaining to the COVID 19 pandemic and the extraordinary impact it has had on the City and County. He asked the Councilors for their input on his presentation to be made in Red River.

9. Cancellation of the August 25, 2020 Regular Meeting – Curtis Hayes, City Attorney

Mr. Hayes recommended the cancellation of the August 25, 2020 Regular Meeting.

Councilor Kumar made the motion to approve cancellation of the August 25, 2020 Regular Meeting. Seconded by Councilor Schaaf. Councilors Kumar, Schaaf and Mayor Bonaguidi voted yes. Councilor Palochak voted no. Motion carried.

### **Comments by the Public on Non-Agenda Items**

None

### **Comments by Mayor and Councilors**

Councilor Schaaf thanked the Community Pantry for distributing food baskets to City employees last week.

### **Comments by Acting City Manager and City Attorney**

Mr. Hayes, speaking as the Acting City Manager, stated the Gallup Detox Center, which was operating as a COVID positive facility only, closed for one (1) day last week for the purpose of allowing to accept COVID positive and COVID negative individuals who are brought in under the Detoxification Reform Act. He provided a brief explanation of the facility's current operations. Mr. Hayes also provided information regarding the Solid

MINUTES

Special City Council Meeting – 08/24/2020

Page 6

Waste Department's Neighborhood Clean-up Program and this year's Regular Legislative Session's special appropriation to buy a van to be used by the Boys and Girls Club.

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

---

Louie Bonaguidi, Mayor

ATTEST:

---

Alicia Palacios, Deputy City Clerk

City of Gallup	
FEMA eligible expenses	
Amount	Expenditure
297,290.25	Emergency Manager and Public Health Order Education and Enforcement (Fire Department)
20,388.84	Detox Police Staffing
15,288.32	Lockdown Police Staffing
308,333.40	Public Safety Officers
80,653.00	COVID Communications Coordinator- salary and benefits, 10 months
201,514.42	City Manager and Executive Assistant
150,310.00	COVID-19 Sick Leave
34,487.16	25% not covered by FEMA reimbursement
15,000.00	Animal Control due to NN Animal Control Closure
265,073.24	PPE, Cleaning Supplies, Safety Materials
82,281.36	Technology
1,470,619.99	
918,581.00	amount awarded
552,038.99	amount that we will not be reimbursed

CARES ACT FUNDING RECIPIENT:

**Gallup, City of**

AWARD NUMBER:

FUNDING AMOUNT:

EXPIRATION DATE:

**CARES-13001-CGA**

**\$918,581**

**December 30, 2020**

CARES ACT FUNDING CRITERIA

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

These guidelines can be located in the “Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments – Updated June 30, 2020” document attached with this award letter.

CARES ACT FUNDING REIMBURSEMENT

The Department of Finance & Administration will disburse the CARES Act funds through a reimbursement process. The CARES Act Funding Recipient will submit to the Reimbursing Agency, Exhibit 1: Request for Payment form along with Exhibit 2: Coronavirus Relief Fund Backup Documentation Form and Exhibit 3: Coronavirus Relief Fund Payroll Backup Documentation Form, and Exhibit 4: Detailed Report form, as applicable. The recipient must submit these Exhibits, along with supporting document(s) as evidence of expenses. The Department of Finance & Administration will review these documents to ensure all expenses reflect the intent and purpose of the CARES Act funding language for reimbursement. All expenditures for which the CARES Act Funding Recipient requests reimbursement must occur between March 1st, 2020, and December 30th, 2020. The latest date the Appropriation Recipient may submit a Request for Payment is January 31st, 2021. With the submission of the final Exhibit 1: Request for Payment, the CARES Act Funding Recipient must include a completed Exhibit 4: Detailed Report form in order to receive the final reimbursement.

CERTIFICATION

I hereby certify that **Gallup, City of:**

1. Will only use the CARES Act funds to carry out and/or perform activities described in CARES Act funding criteria.
2. Will comply with State Procurement Code, if applicable. The execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property may be submitted for prior approval before making an expenditure.
3. Ensures that the CARES Act funds only benefit entities in accordance with applicable law.
4. Will follow the procedure described in “CARES Act Funding Reimbursement” for reimbursement of funds.
5. Will follow all reporting requirements as outlined in the Coronavirus Relief Fund Reporting and Record Retention Requirements.

\_\_\_\_\_  
CARES Act Funding Recipient Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
CARES Act Funding Recipient CFO

\_\_\_\_\_  
Date

\_\_\_\_\_  
DUNS Reporting Number for System for Award Management (SAM)

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the State of New Mexico, I hereby approve this certification for CARES Act Funding (**CARES-13001-CGA**) in the amount of (**\$918,581**).

\_\_\_\_\_  
Department of Finance & Administration Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department of Finance & Administration CFO

\_\_\_\_\_  
Date

CARES ACT FUNDING RECIPIENT:

**Gallup, City of**

<u>AWARD NUMBER:</u>	<u>FUNDING AMOUNT:</u>	<u>EXPIRATION DATE:</u>
<b>CARES-BUS-13001-CGA</b>	<b>\$2,130,000</b>	<b>December 30, 2020</b>

CARES ACT FUNDING CRITERIA

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

These guidelines can be located in the “Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments – Updated June 30, 2020” document attached with this award letter.

CARES ACT FUNDING REIMBURSEMENT

The Department of Finance & Administration will disburse the CARES Act funds through a reimbursement process. The CARES Act Funding Recipient will submit to the Reimbursing Agency, Exhibit 1: Request for Payment form along with Exhibit 2: Coronavirus Relief Fund Backup Documentation Form and Exhibit 3: Coronavirus Relief Fund Payroll Backup Documentation Form, and Exhibit 4: Detailed Report form, as applicable. The Department of Finance & Administration will review these documents to ensure all expenses reflect the intent and purpose of the CARES Act funding language for reimbursement and may request additional documentation (invoices, reports, etc.), as needed. All expenditures for which the CARES Act Funding Recipient requests reimbursement must occur between March 1st, 2020, and December 30th, 2020. The latest date the Appropriation Recipient may submit a Request for Payment is January 31st, 2021. With the submission of the final Exhibit 1: Request for Payment, the CARES Act Funding Recipient must include a completed Exhibit 4: Detailed Report form in order to receive the final reimbursement.

CERTIFICATION

I hereby certify that **Gallup, City of:**

1. Will only use the CARES Act funds to carry out and/or perform activities described in CARES Act funding criteria.
2. Will comply with State Procurement Code, if applicable. The execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property may be submitted for prior approval before making an expenditure.
3. Ensures that the CARES Act funds only benefit entities in accordance with applicable law.
4. Will follow the procedure described in “CARES Act Funding Reimbursement” for reimbursement of funds.
5. Will follow all reporting requirements as outlined in the Coronavirus Relief Fund Reporting and Record Retention Requirements.

\_\_\_\_\_  
CARES Act Funding Recipient Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
CARES Act Funding Recipient CFO

\_\_\_\_\_  
Date

\_\_\_\_\_  
DUNS Reporting Number for System for Award Management (SAM)

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the State of New Mexico, I hereby approve this certification for CARES Act Funding (**CARES-BUS-13001-CGA**) in the amount of **(\$2,130,000)**.

\_\_\_\_\_  
Department of Finance & Administration Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department of Finance & Administration CFO

\_\_\_\_\_  
Date

# Infrastructure Capital Improvement Plan FY 2022-2026

## Gallup Project Summary

ID	Year	Rank	Project Title	Category	Funded	2022	2023	2024	2025	2026	Total	Amount	Phases?
					to date						Project	Not Yet	
34798	2022	001	Public Safety Building Construction	Facilities - Administrative Facilities	6,040,000	8,960,000	0	0	0	0	15,000,000	8,960,000	No
33173	2022	002	Coal Ave Commons Construction Proj Ph	Other - Other	3,971,777	2,600,000	0	0	0	0	6,571,777	2,600,000	Yes
30221	2022	003	East Nizhoni Blvd. Reconstruction Proj	Transportation - Highways/Roads/Bridges	362,500	875,000	500,000	2,000,000	0	0	3,737,500	3,375,000	No
12645	2022	004	New Regional Library Bldg Construction Prj	Facilities - Libraries	0	1,112,000	8,164,000	8,164,000	0	0	17,440,000	17,440,000	No
37222	2022	005	West Logan Avenue Improvements	Transportation - Highways/Roads/Bridges	0	1,000,000	0	0	0	0	1,000,000	1,000,000	Yes
34736	2022	006	New Regional Sr Citizen Ctr Constr	Facilities - Senior Facilities	43,000	720,000	10,451,000	0	0	0	11,214,000	11,171,000	No
34321	2022	007	New Regional Animal Shelter Constrtn	Facilities - Other	49,000	400,000	358,000	7,730,000	0	0	8,537,000	8,488,000	No
34112	2022	008	West Aztec Ave Storm Drainage Improvements	Water - Storm/Surface Water Control	0	150,000	824,000	0	0	0	974,000	974,000	No
31691	2022	009	Washington Park (TDFL) Track Reconstruction	Facilities - Other	0	345,000	0	0	0	0	345,000	345,000	No
31596	2022	010	Police Vehicles Procurement	Vehicles - Public Safety Vehicle	455,000	120,000	880,000	500,000	500,000	500,000	2,955,000	2,500,000	Yes
12275	2022	011	Red Rock Park Performers Quarters Renovations	Facilities - Other	0	75,000	500,000	0	0	0	575,000	575,000	No
32592	2022	012	Water Line Replacement (Lincoln/Vega/Strong)	Water - Water Supply	0	400,000	0	0	0	0	400,000	400,000	No
32593	2022	013	Water Line Replacement (Victoria Ave)	Water - Water Supply	0	21,150	119,850	0	0	0	141,000	141,000	No

## Infrastructure Capital Improvement Plan FY 2022-2026

32583	2022	014	Sewer Main Replacement (fr Aztec to Country Club)	Water - Wastewater	0	32,250	182,750	0	0	0	215,000	215,000	No
35071	2022	015	Playground of Dreams Picnic Shelter Construction	Facilities - Other	0	75,000	0	0	0	0	75,000	75,000	No
20861	2022	016	Water Tank Rehabilitation (Twin Buttes)	Water - Water Supply	0	234,750	1,330,250	0	0	0	1,565,000	1,565,000	No
20863	2022	017	Water Line Replacement (Maloney Ave)	Water - Water Supply	35,000	350,000	0	0	0	0	385,000	350,000	No
34982	2022	018	City Hall Alley Electric System Improvements	Other - Utilities (publicly owned)	95,000	300,000	300,000	0	0	0	695,000	600,000	No
32582	2022	019	Sewer Main Replacement (Linda Dr to Monterey)	Water - Water Supply	0	16,500	93,500	0	0	0	110,000	110,000	No
34981	2022	020	Traffic Signal Upgrades	Other - Utilities (publicly owned)	20,000	20,500	21,013	21,538	22,077	24,284	129,412	109,412	No
34038	2022	021	Airport Pavement Maintenance & Rehab (Taxiway)	Transportation - Airports	0	360,000	0	0	0	0	360,000	360,000	No
32562	2022	022	Sewer Main Replacement (Linda Dr to Red Rock)	Water - Wastewater	13,500	100,000	0	0	0	0	113,500	100,000	No
31602	2022	023	Fiber Optic System Installation	Facilities - Administrative Facilities	16,325	288,589	0	0	0	0	304,914	288,589	No
32534	2022	024	Fort Wingate Substation Upgrade	Other - Utilities (publicly owned)	0	220,762	0	0	0	0	220,762	220,762	No
35841	2022	025	G-22 Water Monitoring	Water - Other	100	15,000	0	0	0	0	15,100	15,000	No
32528	2022	026	Whole Block Sidewalk Reconstr Program	Other - Other	0	350,000	350,000	350,000	350,000	350,000	1,750,000	1,750,000	No
32527	2022	027	Whole Block Curb & Gutter Reconstr Program	Other - Other	0	450,000	450,000	450,000	450,000	450,000	2,250,000	2,250,000	No
32590	2022	028	Water Line Replacement (NM118/McKinley/Luis)	Water - Water Supply	72,600	432,000	0	0	0	0	504,600	432,000	No
20864	2022	029	Water Tank Rehabilitation (Rehoboth)	Water - Water Supply	234,750	1,330,250	0	0	0	0	1,565,000	1,330,250	No

## Infrastructure Capital Improvement Plan FY 2022-2026

34127	2022	030	NGWP Reach 27.10	Water - Water Supply	0	8,825,000	0	0	0	0	8,825,000	8,825,000	No
34992	2022	031	Boardman Drive Sewer Realignment	Water - Wastewater	0	0	0	0	90,000	0	90,000	90,000	No
32530	2022	032	LED Street Light Upgrades	Other - Utilities (publicly owned)	30,000	30,000	30,000	30,000	30,000	30,000	180,000	150,000	No
32531	2022	033	Transformer Requirements	Other - Utilities (publicly owned)	126,075	129,227	132,458	135,769	139,163	153,079	815,771	689,696	Yes
32532	2022	034	Capital Service Line Extensions	Other - Utilities (publicly owned)	172,303	176,610	181,025	185,551	190,190	0	905,679	733,376	Yes
32539	2022	035	Electric Distribution System Improvements	Other - Utilities (publicly owned)	107,689	110,381	113,141	115,969	118,869	0	566,049	458,360	Yes
35898	2022	036	Red Rock Lift Station Replace Pumps	Other - Utilities (publicly owned)	0	80,000	0	0	0	0	80,000	80,000	No
22352	2022	038	Downtown Coal Ave Alley Recon Ph 2 (2nd-3rd St)	Other - Other	590,000	110,000	0	0	0	0	700,000	110,000	No
34020	2022	039	Red Rock Park Campsites Electr Peds Replcmnt Phs 2	Facilities - Other	0	100,000	0	0	0	0	100,000	100,000	No
32585	2022	040	Water Line Replacement (Aztec/Coal fr 9th/Cliff)	Water - Water Supply	50,000	250,000	250,000	250,000	0	0	800,000	750,000	Yes
23734	2022	041	Allison Substation Upgrade	Other - Utilities (publicly owned)	2,352,886	200,000	0	0	0	0	2,552,886	200,000	No
35901	2022	042	WWTP Relocation of Brush in Oxidation Ditch	Water - Wastewater	0	30,000	0	0	0	0	30,000	30,000	No
31678	2022	043	Various Parks Picnic Shelters Reconstr & Addtns	Facilities - Other	0	50,000	125,000	125,000	0	0	300,000	300,000	No
32584	2022	044	Water Distribution System Minor Improvements	Water - Water Supply	0	250,000	250,000	250,000	250,000	250,000	1,250,000	1,250,000	Yes
32536	2022	045	115kv Line Exten to Mendoza & Ft Wingate Subst	Other - Utilities (publicly owned)	0	85,000	0	0	0	0	85,000	85,000	No
32552	2022	046	Effluent Pump Station Rehab (Golf Course)	Water - Wastewater	43,500	245,500	0	0	0	0	289,000	245,500	No

## Infrastructure Capital Improvement Plan FY 2022-2026

13906	2022	047	Mill & Overlay City Streets (COOP Program)	Transportation - Highways/Roads/Bridges	0	180,000	180,000	180,000	180,000	180,000	900,000	900,000	No
31598	2022	048	Ford Dr & Aztec Ave Concrete Pavement Constr	Transportation - Highways/Roads/Bridges	263,000	25,000	0	0	0	0	288,000	25,000	No
32557	2022	049	Sewer Collection System Improvements	Water - Wastewater	0	250,000	250,000	250,000	250,000	250,000	1,250,000	1,250,000	Yes
32471	2022	050	City Hall HVAC Replacement	Facilities - Administrative Facilities	100,000	0	200,000	0	0	0	300,000	200,000	Yes
29014	2022	051	Detox Center Grease Trap Installation	Facilities - Other	0	50,000	0	0	0	0	50,000	50,000	No
35845	2022	052	Downtown Coal Ave Alley Reconstruction Ph 1 & 2	Other - Utilities (publicly owned)	250,000	200,000	0	0	0	0	450,000	200,000	No
35645	2022	053	Vehicle Service Ctr Exhaust System	Facilities - Other	0	22,300	0	0	0	0	22,300	22,300	No
35684	2022	054	Main Library Reflooring	Facilities - Libraries	0	50,000	0	0	0	0	50,000	50,000	No
35695	2022	055	Veterans Memorial Improvements	Facilities - Cultural Facilities	0	50,000	0	0	0	0	50,000	50,000	No
35697	2022	056	Aquatic Center Pool Rehabilitation	Facilities - Other	0	50,000	150,000	0	0	0	200,000	200,000	No
35698	2022	057	Aquatic Center ADA Pool Lifts	Facilities - Other	0	8,500	8,500	0	0	0	17,000	17,000	No
35710	2022	058	Red Rock Park Auditorium Roof Repair	Facilities - Convention Facilities	0	75,000	325,000	0	0	0	400,000	400,000	No
35715	2022	059	City Landscaping & ROW Drainage Improvements	Other - Other	0	0	100,000	50,000	50,000	50,000	250,000	250,000	No
35734	2022	060	Fire Station #2 Parking Lot Resurface	Facilities - Administrative Facilities	110,000	115,000	0	0	0	0	225,000	115,000	No
22350	2022	061	Downtown Coal Ave Alley Reconstruction Ph 1	Other - Other	790,000	210,000	0	0	0	0	1,000,000	210,000	Yes
35825	2022	062	NGWSP Professional Services	Water - Water Supply	2,111	5,000	5,000	5,000	5,000	5,000	27,111	25,000	No
34136	2022	063	NGWSP Water Blending Feasibility Study	Facilities - Administrative Facilities	0	50,000	50,000	0	0	0	100,000	100,000	No
35876	2022	064	NGWSP Professional Services (Legal)	Water - Other	49,000	50,000	0	0	0	0	99,000	50,000	No

## Infrastructure Capital Improvement Plan FY 2022-2026

32589	2022	065	Water Line Replacement (1300 block US Hwy 491)	Water - Water Supply	0	48,300	273,700	0	0	0	322,000	322,000	No
32537	2022	066	Noe Substation Upgrade	Other - Utilities (publicly owned)	0	200,000	0	0	0	0	200,000	200,000	No
30073	2022	067	Sports Complex Artificial Turf Field Installation	Facilities - Other	165,000	1,000,000	0	0	0	0	1,165,000	1,000,000	No
32588	2022	068	Water Line Replacement (btwn Linda & Monterey)	Water - Wastewater	19,050	107,950	0	0	0	0	127,000	107,950	No
37593	2022	069	Downtown (Alley) Electric System Improvements	Other - Utilities (publicly owned)	0	988,572	0	0	0	0	988,572	988,572	No
34131	2023	001	NGWP Reach 27.11	Water - Water Supply	0	0	2,650,000	0	0	0	2,650,000	2,650,000	No
20865	2023	002	Water Tank Decommissioning (Southwest)	Water - Water Supply	0	0	100,000	100,000	0	0	200,000	200,000	No
31676	2023	003	Various Parks Power Distribtn & Lighting Reconstr	Facilities - Other	0	0	450,000	1,000,000	1,000,000	100,000	2,550,000	2,550,000	Yes
34015	2023	004	Aquatic Center Splash Pad	Facilities - Other	0	0	15,000	100,000	0	0	115,000	115,000	No
35917	2023	005	WWTP Headworks Improvements	Water - Wastewater	0	6,500,000	0	0	0	0	6,500,000	6,500,000	No
26619	2023	006	Ford Canyon Upper Parking Lots Reconstruction	Facilities - Other	0	0	250,000	0	0	0	250,000	250,000	No
34800	2023	007	Fire Prevention Office Sidewalks	Facilities - Fire Facilities	0	0	25,000	0	0	0	25,000	25,000	No
14382	2023	008	City Master Transportation Plan	Transportation - Highways/Roads/Bridges	0	0	300,000	0	0	0	300,000	300,000	No
34016	2023	009	LBM Rec Ctr Reconstruction	Facilities - Other	0	0	1,035,000	900,000	0	0	1,935,000	1,935,000	No
23750	2023	010	Red Rock Park ADA Area Improvements	Facilities - Other	0	0	575,000	0	0	0	575,000	575,000	No
34111	2023	011	Calle Pinon Storm Drainage Improvements	Water - Storm/Surface Water Control	0	0	100,000	2,187,500	0	0	2,287,500	2,287,500	No

## Infrastructure Capital Improvement Plan FY 2022-2026

34018	2023	012	Red Rock Park Campgrounds Bathroom Roof Replacemnt	Facilities - Other	0	0	100,000	0	0	0	100,000	100,000	No
23795	2023	013	Chiaramonte Mine Storm Drainage Improvements	Water - Storm/Surface Water Control	0	0	75,000	750,000	0	0	825,000	825,000	No
31693	2023	014	Green Ave Water Line Replcmnt (Grandview/2nd)	Water - Water Supply	75,000	0	1,000,000	0	0	0	1,075,000	1,000,000	No
12442	2023	015	Effluent Irrigation Line Replacement	Water - Wastewater	219,750	1,461,500	0	0	0	0	1,681,250	1,461,500	No
34989	2023	016	Peretti Wash Bridge - Bortot Sewer	Water - Wastewater	0	0	26,200	252,000	0	0	278,200	278,200	No
35713	2023	017	Red Rock Park Arena Sound System	Facilities - Convention Facilities	0	0	100,000	0	0	0	100,000	100,000	No
34990	2023	018	Puerco-Strong Alley Sewer	Water - Wastewater	0	0	17,063	112,255	0	0	129,318	129,318	No
29001	2023	019	Water Tank Rehabilitation (Trademark)	Water - Water Supply	0	0	195,000	1,105,000	0	0	1,300,000	1,300,000	No
35644	2023	020	Vehicle Service Ctr Lift System	Equipment - Other	0	0	23,200	0	0	0	23,200	23,200	No
35677	2023	021	Vehicle Service Ctr Fluid Delivery System	Facilities - Other	0	0	35,250	0	0	0	35,250	35,250	No
35646	2023	022	Vehicle Service Ctr Fluid Inventory System	Facilities - Other	0	0	20,300	0	0	0	20,300	20,300	No
35678	2023	023	Vehicle Service Ctr Parts Room	Facilities - Other	0	0	30,000	0	0	0	30,000	30,000	No
35679	2023	024	Vehicle Service Ctr Move Stairs	Facilities - Other	0	0	5,275	0	0	0	5,275	5,275	No
35680	2023	025	Vehicle Service Center Roof & Gutter Repairs	Facilities - Other	0	0	17,500	0	0	0	17,500	17,500	No
35682	2023	026	Golf Course Snack Bar Reconstruction	Facilities - Other	0	0	40,000	400,000	0	0	440,000	440,000	No
31614	2023	027	New 21" Sewer Main Constr (WWTP to Airport Wash)	Water - Wastewater	370	2,000,000	0	0	0	0	2,000,370	2,000,000	No
31680	2023	028	Ford Canyon Artificial Turf Replacment	Facilities - Other	82,500	0	900,000	900,000	0	0	1,882,500	1,800,000	No

## Infrastructure Capital Improvement Plan FY 2022-2026

31679	2023	029	Various Parks Fence Replacement	Facilities - Other	0	0	100,000	0	0	0	100,000	100,000	No
35690	2023	030	Sports Complex New Picnic Shelter	Facilities - Other	0	0	50,000	0	0	0	50,000	50,000	No
12272	2023	031	Sports Complex Parking Lot Pavement & Lighting	Facilities - Other	0	0	45,000	400,000	0	0	445,000	445,000	No
22331	2023	032	Washington Park (TDFL) Storm Drainage Improvements	Facilities - Other	0	0	345,000	0	0	0	345,000	345,000	No
34116	2023	033	New 21" Sewer Line Influent Lift Station w/OCS	Water - Wastewater	290,000	0	2,000,000	0	0	0	2,290,000	2,000,000	Yes
34047	2023	034	Airport Pavement Maintenance & Rehab (Ramp)	Transportation - Airports	0	0	120,000	0	0	0	120,000	120,000	No
34057	2023	035	Airport Reconstruct Taxiway A	Transportation - Airports	0	2,600,000	2,600,000	0	0	0	5,200,000	5,200,000	No
32523	2023	036	Jet on a Stick Refurbishment	Transportation - Airports	0	0	57,500	0	0	0	57,500	57,500	No
34778	2023	037	Red Rock Park Conv Ctr Kitchen Renovation	Facilities - Convention Facilities	0	0	45,000	0	0	0	45,000	45,000	No
20850	2023	038	Law Enforcement Shooting Range Improvements	Facilities - Other	0	0	100,000	150,000	0	0	250,000	250,000	No
23797	2023	039	Industrial Dr Bridge Reconstruction	Transportation - Highways/Roads/Bridges	0	0	450,000	3,000,000	0	0	3,450,000	3,450,000	Yes
31667	2023	040	Ridgecrest Avenue Repavement	Transportation - Highways/Roads/Bridges	0	0	115,000	0	0	0	115,000	115,000	No
22353	2023	041	Downtown Hwy 66 Alley Recon Ph 1 (1st-2nd St)	Other - Other	0	0	160,000	700,000	0	0	860,000	860,000	Yes
35775	2023	042	Gurley Ave UNM-G Sidewalk Reconstruction	Other - Other	0	0	10,000	100,000	0	0	110,000	110,000	No
32522	2023	043	Reconstruct Airport Parking Lot	Transportation - Airports	0	0	150,000	0	0	0	150,000	150,000	No

## Infrastructure Capital Improvement Plan FY 2022-2026

35833	2023	044	Solid Waste Solar Panel Installation	Other - Utilities (publicly owned)	0	0	100,000	0	0	0	100,000	100,000	No
35834	2023	045	Solid Waste Storage Building Rehabilitation	Facilities - Other	0	0	75,000	0	0	0	75,000	75,000	No
35840	2023	046	South 2nd Street Sidewalk Reconstruction	Transportation - Bike/Pedestrian/Equestrian	0	0	12,000	120,000	0	0	132,000	132,000	No
31673	2023	047	New 21" Sewer Main Constr (Shalimar/Applebees)	Water - Wastewater	25,249	0	2,600,000	0	0	0	2,625,249	2,600,000	No
35882	2023	048	Sewer Line - Influent Lift Station	Water - Other	0	0	1,000,000	0	0	0	1,000,000	1,000,000	No
35894	2023	049	Nizhoni Blvd-Water, Sewer & Effluent Line Replcmnt	Other - Utilities (publicly owned)	0	0	1,000,000	0	0	0	1,000,000	1,000,000	No
35895	2023	050	Sewer Line Replcmnt-Sanostee Rd & Klagetoh	Other - Utilities (publicly owned)	0	0	362,000	0	0	0	362,000	362,000	No
35902	2023	051	WWTP Digester Blower Repair	Water - Wastewater	0	0	60,000	0	0	0	60,000	60,000	No
35904	2023	052	RAS/WAS Sump Pump Replacement	Water - Wastewater	0	0	10,000	0	0	0	10,000	10,000	No
35914	2023	053	Replace 12" line 7th St to 802 W Maloney	Water - Wastewater	0	0	200,000	0	0	0	200,000	200,000	No
36662	2023	054	New Municipal Court Construction	Facilities - Administrative Facilities	0	0	1,000,000	0	0	0	1,000,000	1,000,000	No
36664	2023	055	Coal Ave Commons Construction Ph II	Other - Other	0	0	3,125,000	0	0	0	3,125,000	3,125,000	No
34132	2024	001	NGWP Reach 27.12	Water - Water Supply	0	0	0	7,025,000	0	0	7,025,000	7,025,000	No
18767	2024	002	Old Zuni Road Bridge Reconstruction	Transportation - Highways/Roads/Bridges	0	0	0	379,000	0	0	379,000	379,000	No
11593	2024	003	Mentmore Climbing Rock Area Improvements	Facilities - Other	0	0	0	345,000	0	0	345,000	345,000	No
34985	2024	004	Automatic Truck Wash Construction	Facilities - Other	0	0	0	50,000	350,000	0	400,000	400,000	No
14322	2024	005	Update Airport Master Plan	Transportation - Airports	0	0	0	300,000	0	0	300,000	300,000	No

## Infrastructure Capital Improvement Plan FY 2022-2026

35868	2024	006	Replace Cast Iron Lines N McKinley/Margrt Franco	Water - Water Supply	0	0	0	245,000	0	0	245,000	245,000	No
35905	2024	007	WWTP Base Repairs for Headworks Screw Pumps	Water - Wastewater	0	0	0	15,000	0	0	15,000	15,000	No
35912	2024	008	WWTP Replace Facility Doors	Facilities - Other	0	0	0	15,000	0	0	15,000	15,000	No
35683	2024	009	Golf Course Tee Box Reconstruction	Facilities - Other	0	0	0	25,000	0	0	25,000	25,000	No
26623	2024	010	Ford Canyon Lower Parking Lot Reconstruction	Facilities - Other	0	0	0	250,000	0	0	250,000	250,000	No
18740	2024	011	Garcia Fitness Center Addition & Renovation	Facilities - Other	0	0	0	258,750	1,800,000	0	2,058,750	2,058,750	Yes
23747	2024	012	Garcia Fitness Center HVAC Renovation	Facilities - Other	0	0	0	45,000	300,000	0	345,000	345,000	No
34021	2024	013	Red Rock Park Campsites Electr Peds Replcmnt Phs 3	Facilities - Other	0	0	0	100,000	0	0	100,000	100,000	No
35847	2024	014	Water Line Replcmnt 16" Jefferson Ave/Maxwell PRV	Water - Water Supply	0	0	0	500,000	500,000	500,000	1,500,000	1,500,000	Yes
34773	2024	015	Red Rock Park Conv Ctr Roof Drains Replcmt	Facilities - Convention Facilities	0	0	0	150,000	0	0	150,000	150,000	No
34776	2024	016	Red Rock Park Arena Backup Lighting Installation	Facilities - Convention Facilities	0	0	0	40,000	0	0	40,000	40,000	No
22341	2024	017	Downtown Hwy 66 Alley Recon Phase 2 (2nd-3rd St)	Other - Other	0	0	0	200,000	1,400,000	0	1,600,000	1,600,000	Yes
35864	2024	018	Water Line Replcmnt 12" W Hwy 66/I-40 Overpass	Water - Water Supply	0	0	0	300,000	0	0	300,000	300,000	No
32587	2024	019	Water Line Replacement 10" (Grandview Tank/Park)	Water - Water Supply	0	0	0	635,000	0	0	635,000	635,000	No
34133	2025	001	NGWP Reach 27.7B	Water - Water Supply	0	0	0	0	4,360,000	0	4,360,000	4,360,000	No

## Infrastructure Capital Improvement Plan FY 2022-2026

31695	2025	002	East Green Ave Repavement	Transportation - Highways/Roads/Bridges	0	0	0	0	230,000	0	230,000	230,000	No
26633	2025	003	Washington Park(TDFL)parking Lot Paving & Lighting	Facilities - Other	0	100,000	345,000	0	0	0	445,000	445,000	Yes
34779	2025	004	Larry Brian Mitchell Fitness Center Construction	Facilities - Other	0	0	0	0	750,000	5,000,000	5,750,000	5,750,000	Yes
35737	2025	005	Fire Station #1 (Main) Landscape Prj	Facilities - Fire Facilities	0	0	0	0	15,000	0	15,000	15,000	No
30044	2025	006	Old Zuni Road Reconstruction	Transportation - Highways/Roads/Bridges	0	0	0	0	90,000	600,000	690,000	690,000	No
26529	2025	007	Airport Storm Drng Improvements Ph 1B- NW Corner	Transportation - Airports	0	0	0	0	300,000	3,047,500	3,347,500	3,347,500	No
35867	2025	008	Water Line Replcmnt 12" 2nd St/Green Ave/Park Ave	Water - Water Supply	0	0	0	0	600,000	0	600,000	600,000	No
35870	2025	009	Rebuild Erwin Well	Water - Water Supply	0	0	0	0	120,000	0	120,000	120,000	No
35871	2025	010	Replace Cast Iron Lines	Water - Water Supply	0	0	0	0	200,000	200,000	400,000	400,000	No
35916	2025	011	Replace Lines Clark St, from Aztec to Copper	Other - Utilities (publicly owned)	0	0	0	0	205,000	0	205,000	205,000	No
24280	2025	012	Downtown Quiet Zone Improvements	Facilities - Administrative Facilities	0	0	0	0	210,000	2,100,000	2,310,000	2,310,000	No
36665	2025	013	Downtown Walkway Reconstruction Proj	Transportation - Bike/Pedestrian/Equestrian	0	0	0	0	1,000,000	0	1,000,000	1,000,000	No
31692	2026	001	Red Rock Park Campgrounds Reconstruction	Facilities - Other	0	0	0	0	0	3,000,000	3,000,000	3,000,000	No
34774	2026	002	Red Rock Park Conv Ctr Bleachers Replcmnt	Facilities - Convention Facilities	0	0	0	0	0	150,000	150,000	150,000	No
32550	2026	003	Water Line Replacmnt 10" S 2nd St/Hwy 564 Loop	Water - Water Supply	0	0	0	0	0	300,000	300,000	300,000	No

## Infrastructure Capital Improvement Plan FY 2022-2026

35915	2026	004	Boardman Line Improvements	Other - Utilities (publicly owned)	0	0	0	0	0	250,000	250,000	250,000	No
37450	2026	005	Fire Station #1 Parking Lot Resurfacing	Facilities - Administrative Facilities	0	0	0	0	0	60,000	60,000	60,000	No
37589	2026	006	UT Infrastructure for PER Aztec Ave & 4th Street	Other - Other	0	0	0	0	0	50,000	50,000	50,000	No
37591	2026	007	UT Infrastructure for PER E Coal Ave & S Puerco Dr	Other - Other	0	0	0	0	0	50,000	50,000	50,000	No
37592	2026	008	UT Infrastructure for PER W Aztec Av & S 8th St	Other - Other	0	0	0	0	0	50,000	50,000	50,000	No

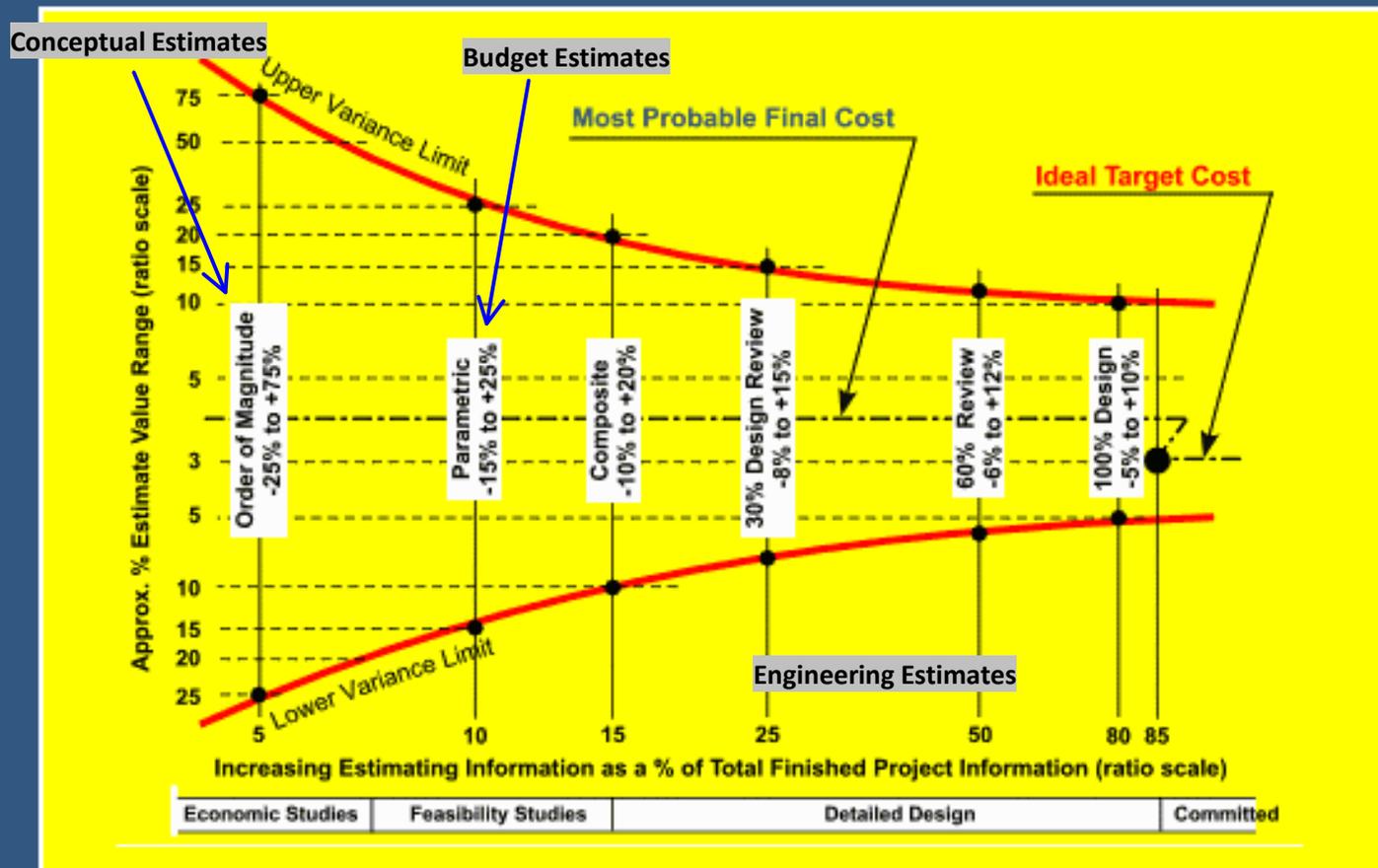
<b>Number of projects:</b>	163												
	<b>Funded to date:</b>	<b>Year 1:</b>	<b>Year 2:</b>	<b>Year 3:</b>	<b>Year 4:</b>	<b>Year 5:</b>	<b>Total Project Cost:</b>	<b>Total Not Yet Funded:</b>					
<b>Grand Totals</b>	17,322,036	48,422,592	51,469,480	43,947,336	16,055,299	17,699,864	194,916,576	177,594,528					

# Estimating Accuracy Trumpet

Tuesday, September 15, 2009  
08:27

Project Management Issues and Considerations (Issacons) IAC #1331

## The Estimating Accuracy Trumpet



Resolution No. R2020-27

ADOPTING THE FY 2022-2026  
INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)

WHEREAS, the municipality of Gallup recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF GALLUP that:

1. The county/municipality/tribal government/special district has adopted the attached FY 2022-2026 Infrastructure Capital Improvement Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long- range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution supersedes Resolution No. R2020-19.

PASSED, APPROVED and ADOPTED this 8<sup>th</sup> day of September 2020.

CITY OF GALLUP, NEW MEXICO

By: \_\_\_\_\_  
Louis O. Bonaguidi, Mayor

ATTEST:

Alfred Abeita, City Clerk

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **City of Gallup**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2020, Chapter 81, Section 35, Para. 283, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

**AGREEMENT**

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

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

A. The project that is the subject of this Agreement is described as follows:

**20-E2627    \$100,000.00    Appropriation Reversion Date: 6/30/2024**  
**Laws of 2020, Chapter 81, Section 35, Para. 283, one hundred thousand dollars (\$100,000.00) to plan, design, construct, repair and improve facilities used by the Tony Dorsett touchdown football league at Washington park in Gallup in McKinley county.**

The Grantee's total reimbursements shall not exceed one hundred thousand dollars (**\$100,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("**0**")<sup>[1]</sup>, if applicable, Zero Dollars (**\$0.00**), which equals one hundred thousand dollars (**\$100,000.00**) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>[2]</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (i) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
  - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
  - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
  - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
    - A. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
    - B. Project funds shall not be used for purposes other than those specified in the Project Description.
    - C. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee: City of Gallup  
 Name: Stan Henderson  
 Title: Public Works Director  
 Address: 110 West Aztec Ave Gallup NM 87301  
 Email: shenderson@gallupnm.gov  
 Telephone: 505-863-1290

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee: City of Gallup  
 Name: Stan Henderson/ Gayle Knight  
 Title: Public Works Director  
 Address: 110 West Aztec Ave Gallup NM 87301  
 Email: gknight@gallupnm.gov  
 Telephone: 505-863-1290

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division

Name: Jacob Jones

Title: Project Manager

Address: Bataan Memorial Bldg. Rm 202, Santa Fe, New Mexico, 87501

Email: jacob.jones@state.nm.us

Telephone: (505) 827-4963

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

#### **ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **6/30/2024**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

#### **ARTICLE V. EARLY TERMINATION**

##### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

**A. Early Termination Before Reversion Date Due to Non-Appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

**B. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

## **ARTICLE VII. AMENDMENT**

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

## **ARTICLE VIII. REPORTS**

### **A. Database reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

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

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

## **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

## **A. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

B. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

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

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (i) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

A. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

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 in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

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

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

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Gallup** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Gallup's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Gallup**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Gallup** or the Department."

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

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

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **City of Gallup** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Gallup's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

**ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA**

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

**ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

**GRANTEE**

\_\_\_\_\_  
Gallup

By: \_\_\_\_\_  
(Type or Print Name)

Its: \_\_\_\_\_  
(Type or Print Title)

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

\_\_\_\_\_  
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

Its: Division Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

**Notice of Obligation to Reimburse Grantee #** \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number \_\_\_\_\_ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_ **\$ 0.00**

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup> Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.



RESOLUTION R2020-28

A RESOLUTION FOR APPROVAL OF  
THE STATE OF NEW MEXICO'S  
CAPITAL APPROPRIATION FUNDING #20-E2627  
FOR TONY DORSETT FOOTBALL FIELD

WHEREAS, the City of Gallup deeply appreciates the 2020-2021 fiscal contribution of the State of New Mexico for a construction, repair and improvements of facilities at the Washington Park as described in the subject funding agreement; and

WHEREAS, the State of New Mexico is providing \$100,000 for the planning, design, construction, repair and improvement of said facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GALLUP, THAT:

1. The City of Gallup is affirming its need for this funding by approving this Resolution and the associated funding agreement from the State of New Mexico; and
2. The City of Gallup designates Mr. Vince Alonzo, Parks and Recreation Director, as the City's official representative concerning all matters related to this grant; and
3. The City of Gallup designates Ms. Patty Holland, Chief Financial Officer, as the City's fiscal agent concerning all matters related to this grant.

PASSED, ADOPTED, AND APPROVED THIS 8th DAY OF SEPTEMBER 2020.

CITY OF GALLUP, MCKINLEY COUNTY, NEW MEXICO

---

LOUIS O. BONAGUIDI, MAYOR

ATTEST:

---

Alfred Abeita, City Clerk

APPROVED AS TO FORM:

---

Curtis Hayes, City Attorney

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **City of Gallup**, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2020, Chapter 81, Section 35, Para. 280, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

**WHEREAS**, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

**AGREEMENT**

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

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

A. The project that is the subject of this Agreement is described as follows:

**20-E2624    \$120,000.00    Appropriation Reversion Date: 6/30/2022**  
**Laws of 2020, Chapter 81, Section 35, Para. 280, one hundred twenty thousand dollars**  
**(\$120,000.00) to purchase and equip vehicles for the police department in Gallup in McKinley county.**

The Grantee's total reimbursements shall not exceed one hundred twenty thousand dollars (**\$120,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("**0**")<sup>[1]</sup>, if applicable, Zero Dollars (**\$0.00**), which equals one hundred twenty thousand dollars (**\$120,000.00**) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>[2]</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- (i) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
  - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
  - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
  - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
    - A. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
    - B. Project funds shall not be used for purposes other than those specified in the Project Description.
    - C. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee: City of Gallup  
 Name: Stan Henderson  
 Title: Public Works Director  
 Address: 110 West Aztec Ave Gallup NM 87301  
 Email: shenderson@gallupnm.gov  
 Telephone: 505-863-1290

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee: City of Gallup  
 Name: Stan Henderson  
 Title: Public Works Director  
 Address: 110 West Aztec Ave Gallup NM 87301  
 Email: shenderson@gallupnm.gov  
 Telephone: 505-863-1290

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division

Name: Jacob Jones

Title: Project Manager

Address: Bataan Memorial Bldg. Rm 202, Santa Fe, New Mexico, 87501

Email: jacob.jones@state.nm.us

Telephone: (505) 827-4963

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

#### **ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **6/30/2022**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

#### **ARTICLE V. EARLY TERMINATION**

##### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

**A. Early Termination Before Reversion Date Due to Non-Appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

**B. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

## **ARTICLE VII. AMENDMENT**

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

## **ARTICLE VIII. REPORTS**

### **A. Database reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

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

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

## **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

## **A. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

B. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

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

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (i) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

A. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

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 in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

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

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

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **City of Gallup** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **City of Gallup's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **City of Gallup**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **City of Gallup** or the Department."

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

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

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **City of Gallup** may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the **City of Gallup's** only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

**ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA**

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

**ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

**GRANTEE**

\_\_\_\_\_  
Gallup

By: \_\_\_\_\_  
(Type or Print Name)

Its: \_\_\_\_\_  
(Type or Print Title)

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

\_\_\_\_\_  
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION**

Its: Division Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

**Notice of Obligation to Reimburse Grantee #** \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number \_\_\_\_\_ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_ **\$ 0.00**

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>1</sup> Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.



RESOLUTION R2020-29

A RESOLUTION FOR APPROVAL OF THE STATE OF NEW MEXICO'S  
CAPITAL APPROPRIATION FUNDING #20-E2624 FOR  
POLICE VEHICLE PROCUREMENT

WHEREAS, the City of Gallup deeply appreciates the 2020-2021 fiscal contribution of the State of New Mexico for police vehicles as described in the subject funding agreement; and

WHEREAS, the State of New Mexico is providing \$120,000 for procurement of said vehicles and associated equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GALLUP, THAT:

1. The City of Gallup is affirming its need for this funding by approving this Resolution and the associated funding agreement from the State of New Mexico; and
2. The City of Gallup designates Mr. Franklin Boyd, Police Chief, as the City's official representative concerning all matters related to this grant; and
3. The City of Gallup designates Mrs. Patty Holland, Chief Financial Officer, as the City's fiscal agent concerning all matters related to this grant.

PASSED, ADOPTED, AND APPROVED THIS 8th DAY OF AUGUST 2020.

CITY OF GALLUP, MCKINLEY COUNTY, NEW MEXICO

---

LOUIS O. BONAGUIDI, MAYOR

ATTEST:

---

Alfred Abeita, City Clerk

APPROVED AS TO FORM:

---

Curtis Hayes, City Attorney

**U.S. Department of Justice**  
Office of Justice Programs  
*Bureau of Justice Assistance*



---

## **Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 Formula Grant Solicitation**

**CFDA #16.034**

**Solicitation Release Date: March 30, 2020**

**Application Deadline: 11:59 p.m. eastern time on May 29, 2020**

---

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for the Coronavirus Emergency Supplemental Funding Program.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants on how to prepare and submit applications for funding to OJP. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

### **Eligibility**

The following entities are eligible to apply:

- States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments that were identified as eligible for funding under the Fiscal Year (FY) 2019 State and Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program are eligible to apply under the Coronavirus Emergency Supplemental Funding (CESF) Program solicitation. NOTE: Only the State Administering Agency that applied for FY 2019 JAG funding for a state/territory may apply for the state allocation of CESF funding.

The eligible allocations for the FY 2020 CESF Program can be found at:  
<https://bja.ojp.gov/program/fy20-cesf-allocations>.

For the purposes of the CESF Program, please note the following:

- The term "states" includes the District of Columbia, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, Guam, and American Samoa. (Throughout this solicitation, each reference to a "state" or "states" includes all 56 jurisdictions.)

- The term “units of local government” includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state, or a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.
- All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

### **Contact information**

For technical assistance with submitting an application, contact the Grants Management System (GMS) Support Hotline at 888-549-9901, option 3, or via email at [GMS.HelpDesk@usdoj.gov](mailto:GMS.HelpDesk@usdoj.gov). The GMS Support Hotline operates 24 hours a day, 7 days a week, including federal holidays

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the NCJRS Response Center contact identified below **within 24 hours after the application deadline** to request approval to submit its application after the deadline. Additional information on reporting technical issues appears under “Experiencing Unforeseen GMS Technical Issues” in the **How to Apply (GMS)** section in the [OJP Grant Application Resource Guide](#).

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); by email at [grants@ncjrs.gov](mailto:grants@ncjrs.gov); by fax to 301-240-5830; or by web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date.

### **Post-Award Legal Requirements Notice**

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance). OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

### **Deadline details**

Applicants must register in GMS at <https://grants.ojp.usdoj.gov/> prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the “Apply Online” button associated with the solicitation title. All registrations and applications are due by 11:59 p.m. eastern time May 29, 2020.

For additional information, see the “**How to Apply (GMS)**” section in the [OJP Grant Application Resource Guide](#).

**Contents**

A. Program Description.....4  
    Overview .....4  
    Permissible uses of Funds .....4  
B. Federal Award Information .....5  
    Type of Award .....5  
    Financial Management and System of Internal Controls.....5  
    Budget Information.....5  
    Cost Sharing or Match Requirement.....6  
    Pre-agreement Costs (also known as Pre-award Costs) .....6  
    Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs.....6  
    Costs Associated with Language Assistance (if applicable).....6  
C. Eligibility Information.....6  
D. Application and Submission Information.....6  
    What an Application Should Include.....6  
    How to Apply .....7  
E. Application Review Information .....7  
    Review Process .....7  
F. Federal Award Administration Information.....8  
    Federal Award Notices .....8  
    Administrative, National Policy, and Other Legal Requirements .....8  
    Information Technology (IT) Security Clauses .....8  
    General Information about Post-Federal Award Reporting Requirements .....8  
G. Federal Awarding Agency Contact(s).....9  
H. Other Information .....9  
    Freedom of Information and Privacy Act (5 U.S.C. 552 and 5 U.S.C. 552a).....9  
    Provide Feedback to OJP .....9  
    Appendix A: Application Checklist.....10

# Coronavirus Emergency Supplemental Funding Program Solicitation CFDA # 16.034

## A. Program Description

### Overview

The Coronavirus Emergency Supplemental Funding (CESF) Program will provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus.

**Statutory Authority:** The CESF Program is authorized by Division B of H.R. 748, Pub. L. No. 116-136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C.

### Permissible uses of Funds

Funds awarded under the CESF Program must be utilized to prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

Expenditures which require prior approval – There are no specific prohibitions under the CESF Program other than the unallowable costs that are identified in the DOJ Grants Financial Guide; however, the following items should be identified during application and appropriately justified as noted:

- **Individual items costing \$500,000 or more** – if the recipient intends to purchase an individual item that costs \$500,000 or more, those item(s) should be identified and thoroughly justified by the grantee and receive written prior approval from BJA post-award through the submission and approval of a Grant Adjustment Notice (GAN). Costs must be reasonable to receive approval.
- **Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV)** – if the recipient requests to purchase an UAS, UA, and/or UAV, Federal Aviation Administration approval must be obtained as outlined here: [https://www.faa.gov/news/fact\\_sheets/news\\_story.cfm?newsId=22615](https://www.faa.gov/news/fact_sheets/news_story.cfm?newsId=22615). Documentation related to these purchases should be included with the application or the applicant must receive written prior approval from BJA post-award through the submission and approval of a GAN.

Draw-down – Consistent with the CESF Program's purposes, which involve assistance in responding to the present national emergency in connection with the coronavirus, OJP has determined that eligible states (or State Administering Agencies) or units of local government may draw down funds either in advance or on a reimbursable basis. To draw down in advance, funds must be placed in an interest-bearing account, unless one of the exceptions

in 2 C.F.R. § 200.305(b)(8) apply. This interest-bearing account must be dedicated specifically for the CESF Program award, and funds from other awards or sources may not be commingled with the funds in the account established for the CESF Program award. It is not necessary that the interest-bearing account be a “trust fund.” For additional information, see [2 C.F.R. § 200.305](#).

**Prohibition of supplanting** – Funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

**Limitation on direct administrative costs** – Funds may not be used for direct administrative costs that exceed 10 percent of the total award amount.

## B. Federal Award Information

Maximum number of awards BJA expects to make	1,873
Period of performance start date	January 20, 2020
Period of performance duration	2 years

Recipients have the option to request a one-time, up to 12-month extension. The extension must be requested via GMS no fewer than 30 days prior to the end of the performance period.

The expected eligible allocations for the FY 2020 CESF Program can be found at: <https://bjaojp.gov/program/fy20-cesf-allocations>.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

### Type of Award<sup>1</sup>

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for additional information.

### Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements<sup>2</sup> as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See [OJP Grant Application Resource Guide](#) for additional information.

### Budget Information

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the OJP Grant Application Resource Guide.

---

<sup>1</sup> For purposes of this solicitation, the phrase “pass-through entity” includes any recipient or subrecipient that provides a subaward (“subgrant”) to carry out part of the funded award or program.

<sup>2</sup> The “Part 200 Uniform Requirements” means the DOJ regulation at 2 C.F.R. Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

## **Cost Sharing or Match Requirement**

The CESF Program does not require a match.

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Pre-agreement Costs \(also known as Pre-award Costs\)](#)

[Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs](#)

[Costs Associated with Language Assistance](#) (if applicable)

## **C. Eligibility Information**

For eligibility information, see the title page.

For information on cost sharing or match requirements, see [Section B. Federal Award Information](#).

## **D. Application and Submission Information**

### **What an Application Should Include**

See the "Application Elements and Formatting Instructions" section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements. (This solicitation expressly modifies the "Application Elements and Formatting Instructions" section of the OJP Grant Application Resource Guide by **not** incorporating paragraph two of that section (referring to nonresponsive applications or applications missing critical elements not "[proceeding] to peer review"). The solicitation further expressly modifies the "Application Attachments" section of the OJP Grant Application Resource Guide by **not** incorporating the "Applicant Disclosure of Pending Applications," "Applicant Disclosure and Justification – DOJ High Risk Grantees," and "Research and Evaluation Independence and Integrity" provisions.)

### **1. Application for Federal Assistance (Standard Form (SF)-424)**

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

**Intergovernmental Review:** This solicitation ("funding opportunity") is subject to [Executive Order 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website:

[https://www.whitehouse.gov/wp-content/uploads/2020/01/spoc\\_1\\_16\\_2020.pdf](https://www.whitehouse.gov/wp-content/uploads/2020/01/spoc_1_16_2020.pdf)

If the applicant's state appears on the SPOC list, the applicant must contact the State SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: "Program is subject to E.O. 12372, but has not been selected by the State for review.")

## 2. Program Narrative

Describe the specific coronavirus prevention, preparation, and/or response efforts that will be addressed with this funding and include a summary of the types of projects or items that will be funded over the 2-year grant period.

## 3. Budget Information and Associated Documentation

Please note that the budget narrative should include a full description of all costs, including administrative costs or indirect costs (if applicable).

See the Budget Preparation and Submission Information section of the [OJP Grant Application Resource Guide](#) for details on the Budget Detail Worksheet, and on budget information and associated documentation, such as information on proposed subawards, proposed procurement contracts under awards, and pre-agreement costs.

**This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Information on proposed subawards” provision in the “Budget Preparation and Submission Information” section of the OJP Grant Application Resource Guide. Specifically, OJP is suspending the requirements for CESF grant recipients to receive prior approval (either at the time of award or through a Grant Adjustment Notice) before making subawards.**

For additional information regarding subawards and authorizations, please refer to the subaward section in the [OJP Grant Application Resource Guide](#).

**Please see the OJP Grant Application Resource Guide for information on the following:**

### 4. Indirect Cost Rate Agreement (if applicable)

See the Budget Preparation and Submission Information section of the OJP Grant Application Resource Guide for information.

### 5. Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high risk status)

### 6. Disclosure of Lobbying Activities

## How to Apply

An applicant must submit its application through [GMS](#), which provides support for the application, award, and management of awards at OJP. Find information, registration, and submission steps on how to apply in GMS in response to this solicitation under **How to Apply (GMS)** in the [OJP Grant Application Resource Guide](#).

## E. Application Review Information

### Review Process

BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the nonpublic segment of the

integrity and performance system accessible through the System for Award Management (SAM) (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

**Important note on FAPIIS:** An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

## **F. Federal Award Administration Information**

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

### Federal Award Notices

#### Administrative, National Policy, and Other Legal Requirements

OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions prior to submitting an application.

In addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance).

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

### Information Technology (IT) Security Clauses

#### **General Information about Post-Federal Award Reporting Requirements**

Any recipient of an award under this solicitation will be required to submit the following reports and data:

Required reports. Recipients typically must submit quarterly financial status reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements.

OJP may restrict access to award funds if a recipient of an OJP award fails to report in a timely manner.

## **G. Federal Awarding Agency Contact(s)**

For OJP contact(s), see page 2 of this solicitation.

For contact information for GMS, see page 2.

## **H. Other Information**

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Freedom of Information and Privacy Act \(5 U.S.C. 552 and 5 U.S.C. 552a\)](#)

[Provide Feedback to OJP](#)

## Appendix A: Application Checklist

### Coronavirus Emergency Supplemental Funding Program: FY 2020 Solicitation

This application checklist has been created as an aid in developing an application.

#### What an Applicant Should Do:

##### *Prior to Registering in GMS:*

- Acquire a DUNS Number (see [OJP Grant Application Resource Guide](#))
- Acquire or renew registration with SAM (see [OJP Grant Application Resource Guide](#))

##### *To Register with GMS:*

- For new users, acquire a GMS username and password\* (see [OJP Grant Application Resource Guide](#))
- For existing users, check GMS username and password\* to ensure account access (see [OJP Grant Application Resource Guide](#))
- Verify SAM registration in GMS (see [OJP Grant Application Resource Guide](#))
- Search for and select correct funding opportunity in GMS (see [OJP Grant Application Resource Guide](#))
- Register by selecting the “Apply Online” button associated with the funding opportunity title (see [OJP Grant Application Resource Guide](#))
- Read OJP policy and guidance on conference approval, planning, and reporting available at [ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm](http://ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm) (see [OJP Grant Application Resource Guide](#))

If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 2)

\*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

#### Overview of Post-Award Legal Requirements:

- Review the “[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2020 Awards](#)” in the [OJP Funding Resource Center](#).

**Scope Requirement:**

- The eligible allocations for the FY 2020 CESF Program can be found at:  
<https://bj.a.ojp.gov/program/fy20-cesf-allocations>.

**Eligibility Requirement:**

States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments that were identified as eligible for funding under the FY 2019 State and Local JAG Program will be eligible to apply under the CESF Program solicitation. NOTE: Only the State Administering Agency that applied for FY 2019 JAG funding for a state/territory may apply for the state allocation of CESF funding.

**What an Application Should Include:**

- Application for Federal Assistance (SF-424) (see [OJP Grant Application Resource Guide](#))
- Intergovernmental Review (see page 6)
- Program Narrative (see page 7)
- Budget Detail Worksheet (see page 7)
- Budget Narrative (see page 7)
- Indirect Cost Rate Agreement (if applicable) (see page 7)
- Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))
- Disclosure of Lobbying Activities ([SF-LLL](#)) (see [OJP Grant Application Resource Guide](#))

# Program Narrative

## City of Gallup

### **Purchase of Equipment, Personal Protective Equipment (PPE), Procure On-line Training and Uniform Cleaning Service**

**Background:** The City of Gallup Police Department is a small department that serves approximately 22,000 residents and the thousands of daily visitors from surrounding tribal territories including the Navajo Nation, the Pueblo of Zuni and Hopi Reservation. As recent media has made it known, this area of the Nation and State is considered one of the most impacted areas as the County has reported approximately 1,730 positive cases and a total of 63 deaths. This high rate of infection in the area has impacted the police department which has resulted in a reduction of officers on patrol. In addition, the department has seen a reduction in interest from prospecting recruits and abilities to recruit has dwindled due to executive orders to reduce personal interaction and enact social distancing tactics.

Under the unusual circumstances created by the COVID-19 pandemic, the City of Gallup Police Department is experiencing a shortage of Personal Protective Equipment (PPE). The department has implemented significant measures to ensure proper sanitization and interaction protocols to limit the exposure.

**Program Narrative:** The City of Gallup Police Department hopes to obtain funding to provide adequate amounts of PPE and other supplies including items such as disinfectant solutions, gloves, masks, shields, goggles, and various others. These supplies are necessary for the department to conduct law enforcement activities during the COVID-19 pandemic. The department is also experiencing significant drawbacks to recruiting efforts and has requested the purchase of promotional items such as retractable banners and pens to assist and/or maintain recruiting levels. Lastly the department wants to procure services to increase online training avenues for current and future personnel and secure uniform cleaning services which have doubled since the start of the COVID-19 pandemic.

**Proposed Project:** The funds will be used to purchase equipment and supplies and to procure services for online training and uniform cleaning. All funds will be expended within the first year after award.

**Summary:** The City of Gallup Police Department is faced with a difficult task in conducting law enforcement activities to maintain a safe and secure community. The department would benefit tremendously if awarded Coronavirus Emergency Supplemental Funding to purchase necessary items.

## Project Abstract

**Applicant Name:** City of Gallup

**Project Title:** FY2020 Coronavirus Emergency Supplemental Funding Program

**Description of the Problem:** Under the unusual circumstances created by the COVID-19 pandemic, the City of Gallup Police Department is experiencing a shortage of Personal Protective Equipment (PPE). The department has implemented significant measures to ensure proper sanitization and interaction protocols to limit the exposure. This change in protocol has resulted in the increased use of PPE and other supplies. Additionally, the department is seeking promotional material to aid in the recruitment of prospecting individuals and is requesting to procure online training via Lexipol and uniform cleaning services. To maintain and ensure effective daily operations, the department is seeking Coronavirus Emergency Supplemental Funding in the amount of \$94,413.

**Targeted Population:** The City of Gallup (population 22,261)

**Goals & Objectives:** The City of Gallup Police Department hopes to obtain funding to provide adequate amounts of PPE and other supplies required to conduct law enforcement activities during the COVID-19 pandemic. The department also hopes to increase online training avenues for current personnel and increase recruitment activities.

**Project Strategy:** The City of Gallup and the Police Department will purchase and procure services to aid in the effort to reduce the spread of the Coronavirus within the City of Gallup. To accomplish this, the Police Department will work closely with the City's procurement officer to secure PPE and other supplies, subscribe to online trainings and secure uniform cleaning services.

**Project Identifiers:** COVID-19 Emergency, Purchase of Equipment, Personal Protective Equipment and Supplies, Online Training and Uniform Cleaning Services

## Budget Narrative

For disparate units of local governments:

**Budget Overview:** The City of Gallup is awarded a total of \$94,413 by the Coronavirus Emergency Supplemental Funding Program. The City of Gallup intends to utilize funds for the purchase of equipment and supplies and to procure services required to conduct daily operations during the COVID-19 Pandemic. Below is a breakdown of how the City of Gallup and its Police Department will utilize funds:

- a. Personnel - \$0.00
- b. Fringe Benefits - \$0.00
- c. Travel - \$0.00
- d. **Equipment - \$4,200.00**

This high rate of infection in the area has impacted the police department which has resulted in a reduction of officers on patrol. In addition, the department has seen a reduction in interest from prospecting recruits and abilities to recruit has dwindled due to executive orders to reduce personal interaction and enact social distancing tactics. To combat the shortage of officers, the department wishes to purchase two retractable banners to assist in recruiting efforts while still maintaining social distancing tactics.

To maintain daily operations and provide quality and safe patrolling of the City, the department is requesting purchase of one gas powered wet steam and hot water pressure washer for the sanitization of units and public services officer transport vehicles. These vehicles are utilized to transport individuals diagnosed with COVID-19 when other services providers are unable to or refuse to transport patients.

Lastly, the department is requesting the purchase of twenty (20) web cameras for department personnel to utilize in place of in-person interaction and department meetings/briefings.

**e. Supplies - \$73,343.00**

The City of Gallup Police Department is requesting the purchase of much needed Personal Protective Equipment (PPE) in order to reduce and respond to the pandemic in our community while prioritizing the health and safety of officers. On top of typical assignments, the department has also staffed (with the National Guard) the recently vacated detox facility, which is being used to house individuals who have tested positive for COVID-19. With significantly high rates of infection in the community, the officers of the Gallup Police Department are susceptible to contact with persons infected with the virus. As a result, the department is utilizing supplies at a rate unseen by many. The funds provided by this program will assist the department in purchasing the following:

<b>Supply Item</b>	<b>Units</b>	<b>Unit Cost</b>	<b>Total Cost</b>
24 in. Multi-Surface Indoor/Outdoor Push Broom	5	\$25.00	\$125.00
Mop Handle and Screw Clamp	10	\$15.00	\$150.00
35 Qt. Yellow Mop Bucket & Side Press Wringer Combo	5	\$30.00	\$150.00
Large Heavy-Duty Mop Head	10	\$10.00	\$100.00
6 Mil Blue Vinyl Tape, 4" x 108 ft. Roll	60	\$12.00	\$720.00

Semi-transparent Non-Fire-Retardant Plastic Film	5	\$76.00	\$380.00
Colored Ink-Xerox	50	\$180.00	\$9,000.00
Promotional Pens	100	\$0.30	\$30.00
Bleach Disinfectant Concentrated	200	\$7.00	\$1,400.00
Spray Bottles	70	\$10.00	\$700.00
Transport Spit Hoods	200	\$20.00	\$4,000.00
Boot/Shoe Covers	100	\$1.50	\$150.00
Surface Disinfectant Wipes	50	\$139.00	\$6,950.00
Spray Sanitizer and Surface Spray - Alcohol Based	150	\$102.00	\$15,300.00
Hard Surface Disinfectant	150	\$32.00	\$4,800.00
Disinfecting wipes for fitness equipment	100	\$60.00	\$6,000.00
N-95 Face Masks	1600	\$1.93	\$3,088.00
Nitrile Gloves - XL	200	\$10.00	\$2,000.00
Nitrile Gloves - L	400	\$10.00	\$4,000.00
Nitrile Gloves - M	200	\$10.00	\$2,000.00
Nitrile Gloves - S	100	\$10.00	\$1,000.00
Polyethylene Disposable Chemical-Resistant Coverall - XXL- S	300	\$10.00	\$3,000.00
Fog Resistant Safety Shield	100	\$30.00	\$3,000.00
Safety Goggles Anti-Scratch/Anti-Fog Lens	100	\$53.00	\$5,300.00
		<b>Total(S)</b>	<b>\$73,343.00</b>

f. Construction - \$0.00

g. Subawards - \$0.00

**h. Procurement Contracts - \$16,870.00**

The City of Gallup Police Department requests the procurement of the Online Lexipol Training Course to ensure continuous training to personnel within the department. Lexipol offers a wide variety of training customizable to the department and state which the department resides in. Leadership and officers will benefit for the purchase of this online law enforcement training solution. Additionally, the department is requesting the procurement of uniform cleaning services to maintain daily operations during this time of increased sanitary measures.

i. Other Costs - \$0.00

<b>Total Project Cost</b>	<b>\$94,413</b>
---------------------------	-----------------

Semi-transparent Non-Fire-Retardant Plastic Film	5	\$76.00	\$380.00
Colored Ink-Xerox	50	\$180.00	\$9,000.00
Promotional Pens	100	\$0.30	\$30.00
Bleach Disinfectant Concentrated	200	\$7.00	\$1,400.00
Spray Bottles	70	\$10.00	\$700.00
Transport Spit Hoods	200	\$20.00	\$4,000.00
Boot/Shoe Covers	100	\$1.50	\$150.00
Surface Disinfectant Wipes	50	\$139.00	\$6,950.00
Spray Sanitizer and Surface Spray - Alcohol Based	150	\$102.00	\$15,300.00
Hard Surface Disinfectant	150	\$32.00	\$4,800.00
Disinfecting wipes for fitness equipment	100	\$60.00	\$6,000.00
N-95 Face Masks	1600	\$1.93	\$3,088.00
Nitrile Gloves - XL	200	\$10.00	\$2,000.00
Nitrile Gloves - L	400	\$10.00	\$4,000.00
Nitrile Gloves - M	200	\$10.00	\$2,000.00
Nitrile Gloves - S	100	\$10.00	\$1,000.00
Polyethylene Disposable Chemical-Resistant Coverall - XXL- S	300	\$10.00	\$3,000.00
Fog Resistant Safety Shield	100	\$30.00	\$3,000.00
Safety Goggles Anti-Scratch/Anti-Fog Lens	100	\$53.00	\$5,300.00
<b>Total(S)</b>			<b>\$73,343.00</b>

f. Construction - \$0.00

g. Subawards - \$0.00

**h. Procurement Contracts - \$16,870.00**

The City of Gallup Police Department requests the procurement of the Online Lexipol Training Course to ensure continuous training to personnel within the department. Lexipol offers a wide variety of training customizable to the department and state which the department resides in. Leadership and officers will benefit for the purchase of this online law enforcement training solution. Additionally, the department is requesting the procurement of uniform cleaning services to maintain daily operations during this time of increased sanitary measures.

i. Other Costs - \$0.00

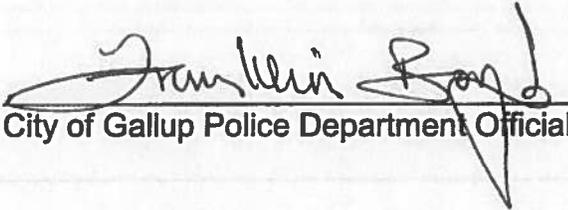
<b>Total Project Cost</b>	<b>\$94,413</b>
---------------------------	-----------------

**City of Gallup**

**Applicant Disclosure of Pending Applications**

**Coronavirus Emergency Supplemental Funding Program**

City of Gallup does not have any pending applications submitted within the last 12 months for federally funded grants or sub grants (including cooperative agreement) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

  
City of Gallup Police Department Official

Chief of Police

5/27/20  
Date

Active Award List

User Profile

Transaction History

Create Payment Request

Welcome Charlotte Becenti (cbecenti)

Text Size Small ▾

### Transaction History

#### Award at a Glance

<b>Vendor Number</b>	856000132	<b>Vendor Name</b>	GALLUP, CITY OF
<b>Award Amount</b>	\$94,413.00	<b>FFR (SF 425)</b>	
<b>Total Funds Requested</b>	\$0.00	<b>Special Condition</b>	No
<b>Pending Payment Requests</b>	\$0.00	<b>Award Begin Date</b>	01/20/2020
<b>Hold Amount</b>	\$0.00	<b>Award End Date</b>	01/31/2022
<b>Funds Available</b>	\$94,413.00		

[Create Payment Request](#)

Award Number:

Show All ▾ entries

Search:

Requested Payment Date	Amount Requested	Transaction Type	Begin Date	End Date	Payment Processing Date	User	Payment Request Status	Award Number	Certified?	Cancel Pending Paymer Request
------------------------	------------------	------------------	------------	----------	-------------------------	------	------------------------	--------------	------------	-------------------------------

No records found

Showing 0 to 0 of 0 entries

Previous  Next

BJA FY 2020 Coronavirus Emergency Supplemental Funding

State	Jurisdiction Name	Government Type	Eligible Allocation
NM	BERNALILLO COUNTY	County	\$207,111
NM	ALBUQUERQUE CITY	Municipal	\$1,644,717
NM	CHAVES COUNTY	County	\$58,008
NM	ROSWELL CITY	Municipal	\$79,528
NM	CURRY COUNTY	County	\$58,008
NM	CLOVIS CITY	Municipal	\$60,305
NM	EDDY COUNTY	County	\$58,008
NM	ARTESIA CITY	Municipal	\$34,704
NM	CARLSBAD CITY	Municipal	\$36,914
NM	LEA COUNTY	County	\$58,008
NM	HOBBS CITY	Municipal	\$63,537
NM	MCKINLEY COUNTY	County	\$58,008
NM	GALLUP CITY	Municipal	\$94,413
NM	RIO ARRIBA COUNTY	County	\$58,008
NM	ESPANOLA CITY	Municipal	\$70,596
NM	SANDOVAL COUNTY	County	\$58,008
NM	RIO RANCHO CITY	Municipal	\$50,098
NM	SANTA FE COUNTY	County	\$58,008
NM	SANTA FE CITY	Municipal	\$78,590
NM	BELEN CITY	Municipal	\$32,916
NM	DONA ANA COUNTY	County	\$45,845
NM	FARMINGTON CITY	Municipal	\$84,970
NM	LAS CRUCES CITY	Municipal	\$59,622
NM	LOS LUNAS VILLAGE	Municipal	\$37,935
NM	OTERO COUNTY	County	\$38,444
NM	SAN JUAN COUNTY	County	\$127,158
NM	VALENCIA COUNTY	County	\$80,462
	<b>Local total</b>		<b>\$3,391,930</b>

RESOLUTION OF  
THE GALLUP CITY COUNCIL  
RESOLUTION No. R2020-30

Approving Submission of an Application to the New Mexico Water Trust Board for funding of Project 7B of the Navajo-Gallup Water Supply Project

WHEREAS, the City of Gallup is a formal participant in the Navajo-Gallup Water Supply Project (NGWSP) pursuant to Public Law 111-11 as passed by Congress and signed by the President in 2009; and

WHEREAS, in conjunction with the project planning work accomplished under the NGWSP Steering Committee over the past two decades. The City of Gallup has prepared a master plan for build-out of the Gallup-Rural Navajo Regional Water System. Co-designed and coordinated with appraisal-level plans approved for the NGWSP as a whole; and

WHEREAS, the Regional System master plan. Prepared on the City's behalf by DePauli Engineering and Surveying LLC, lends itself to construction of water facilities to accommodate the use of groundwater supply in the short-term and surface water supply in the long-term, and to collaboratively allocate and utilize that supply for the benefit of both the City and its neighboring rural communities; and

WHEREAS, over the past eight years, the City of Gallup has submitted a series of applications to the New Mexico Water Trust Board for funding of phases of the Regional System master plan, from which the City has been awarded sequential Water Trust Board appropriations by the State Legislature; and

WHEREAS, new funding will be needed for construction of "Project 7B" which includes the installation of approximately 4 miles of 16-inch water transmission line with appurtenances to connect NGWSP Reach 27.6 and NGWSP Reach 27.7B. The transmission line will deliver water directly from the Gamerco Storage Tanks to the Red Rock Park Storage Tanks, providing potable water to the eastern portion of the Gallup-Rural Navajo Regional Water System; and

WHEREAS, the New Mexico Water Trust Board has invited applications from eligible entities for funding in the new funding cycle, with applications due October 8, 2020, and application preparation shall be completed with technical assistance by DePauli Engineering and Surveying;

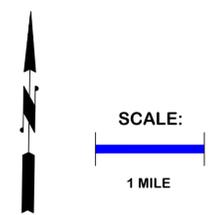
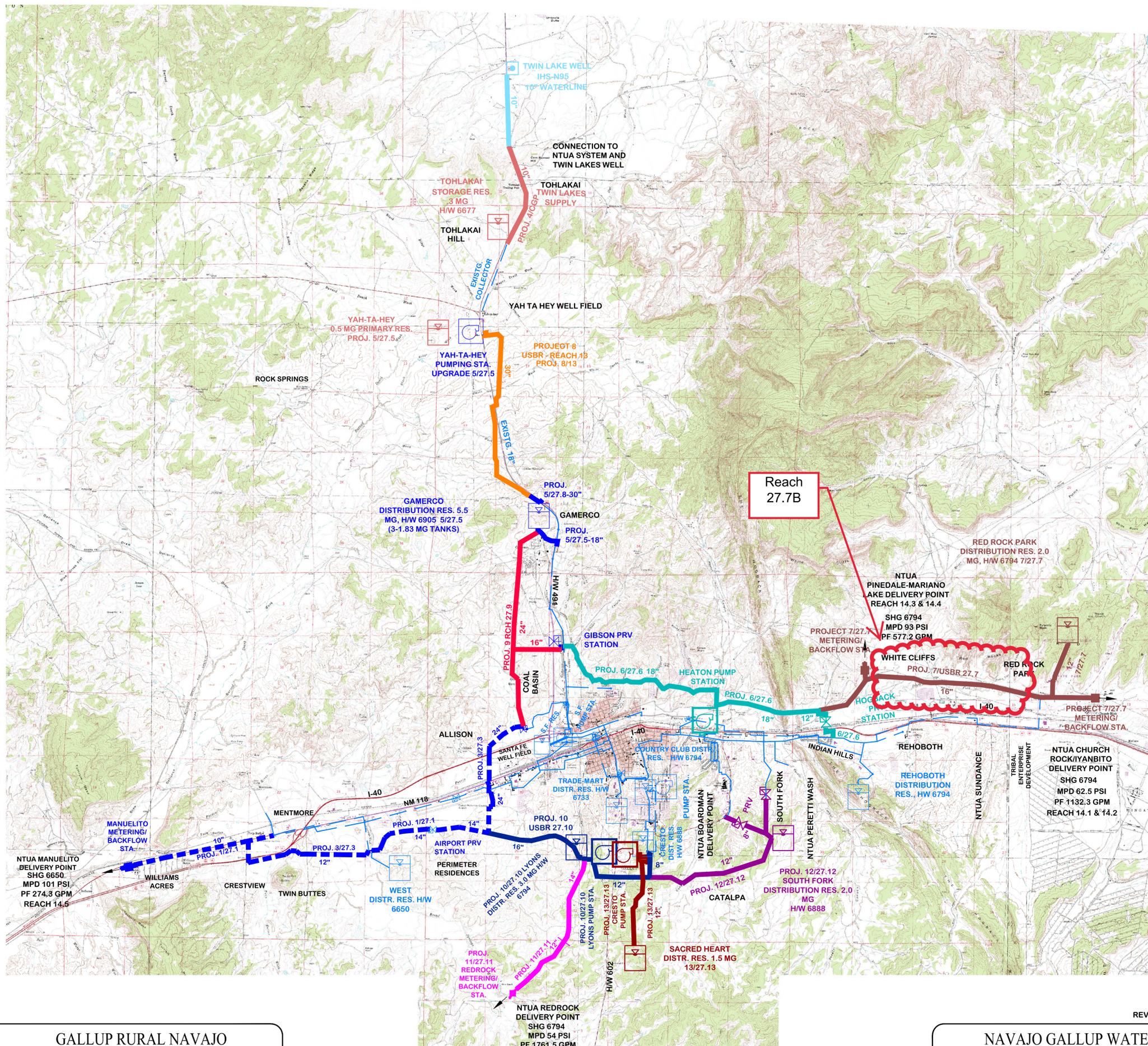
NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Gallup to approve submission of a funding application to the New Mexico Water Trust Board for funding of "Project 7B" of the Navajo-Gallup Water Supply Project.

PASSED, ADOPTED AND APPROVED this 8<sup>th</sup> day of September, 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.

CITY OF GALLUP, NEW MEXICO

By: \_\_\_\_\_  
Louis O. Bonaguidi, Mayor  
City of Gallup

ATTEST: \_\_\_\_\_  
Alfred Abeita II, City Clerk  
City of Gallup



- LEGEND:**
- COMPLETED TRANSMISSION LINE
  - PROJECT TRANSMISSION LINE
  - EXISTING CITY WATER MAIN
  - PROJ. 12/27.9 CITY PROJ. NO./USBR REACH NO.
  - PRV EXISTING PRESSURE REDUCING VALVE
  - EXISTING WATER STORAGE RESERVOIR
  - EXISTING PUMP STATION
  - NEW PRESSURE REDUCING VALVE
  - NEW WATER STORAGE RESERVOIR
  - NEW PUMP STATION
  - SHG 6794 STATIC HYDRAULIC GRADE W/ FULL RESERVOIR
  - MPD 93 PSI MIN. PRESSURE @ PEAK DEMAND (YR. 2040)
  - PF 274.3 GPM PEAK DELIVERY FLOW (YR. 2040)

**NAVAJO GALLUP WATER SUPPLY PROJECT  
GALLUP REGIONAL WATER SUPPLY SYSTEM  
ALSO KNOWN AS  
GALLUP RURAL NAVAJO WATER SUPPLY PROJECT**

GRNWSP PROJECT NO.	NGWSP USBR REACH	DESCRIPTION
1	27.1	10", 14" AND 24" WATERLINE, WATER LOADING STATION, NTUA CONNECTION FOR MANUELITO CHAPTER
2	CGP	TWIN LAKES WELL, IHS-N95 AND 10" WATER TANK NTUA SYSTEM
3	27.3	12" AND 24" WATERLINE FOR DELIVERY OF WATER THROUGH CITY SYSTEM
4	CGP	10" WATERLINE FROM TWIN LAKES WELL, 0.3 MG NTUA DISTRIBUTION STORAGE.
5	27.5	GAMERCO TANK (5.5 MG), YAH TA HEY PUMP STATION UPGRADE, 30" & 18" WATERLINES, GIBSON PRV STATION AND 0.5 MG CITY PRIMARY STORAGE
6	27.6	18" & 12" WATERLINES, HEATON PUMP STATION AND HOGBACK PRV STATION
7	27.7	16" WATERLINE TO CHURCHROCK, 12" WATERLINE & 2.0 MG STORAGE TANK AT RED ROCK PARK. CONNECT NTUA SERVICE FOR MARIANO LAKE, PINEDALE, CHURCHROCK & IYANBITO.
8	13	30" WATERLINE YAH TA HEY TO GAMERCO TANK
9	27.9	24" & 16" MAIN WATERLINE FROM GAMERCO TANK
10	27.10	16", 12", & 8" WATERLINE, 3.0 MG STORAGE TANK AND PUMP STATION
11	27.11	12" & 14" WATERLINE TO RED ROCK, BREAD SPRINGS & CHICHILTAH.
12	27.12	12", 10" AND 8" WATERLINE, 2.0 MG STORAGE TANK, AND TWO-PRV STATIONS
13	27.13	12" WATERLINE AND 1.5 MG STORAGE

REVISED: NOV. 2012

FIGURE 2

GALLUP RURAL NAVAJO WATER SUPPLY PROJECT

NAVAJO GALLUP WATER SUPPLY PROJECT

DePauli Engineering & Surveying LLC  
- Civil Engineers and Land Surveyors -  
307 South 4th Street Gallup, NM 87301  
Tel: (505)863-5440 des@cnetco.com



RESOLUTION OF  
THE GALLUP CITY COUNCIL  
RESOLUTION No. R2020-31

Approving Submission of an Application to the New Mexico Water Trust Board for funding of a G-80  
Municipal Ground Water Well

WHEREAS, the City of Gallup is a formal participant in the Navajo-Gallup Water Supply Project (NGWSP) pursuant to Public Law 111-11 as passed by Congress and signed by the President in 2009; and

WHEREAS, in conjunction with the project planning work accomplished under the NGWSP Steering Committee over the past two decades. The City of Gallup has prepared a master plan for build-out of the Gallup-Rural Navajo Regional Water System. Co-designed and coordinated with appraisal-level plans approved for the NGWSP as a whole; and

WHEREAS, the Regional System master plan. Prepared on the City's behalf by DePauli Engineering and Surveying LLC, lends itself to construction of water facilities to accommodate the use of groundwater supply in the short-term and surface water supply in the long-term, and to collaboratively allocate and utilize that supply for the benefit of both the City and its neighboring rural communities; and

WHEREAS, over the past eight years, the City has submitted a series of applications to the New Mexico Water Trust Board for funding of phases of the Regional System master plan, from which the City has been awarded sequential Water Trust Board appropriations by the State Legislature; and

WHEREAS, because of the circumstances related to the COVID-19 pandemic, the City has been contacted and requested repeatedly to increase its ground water diversions to assist in the water supply to the Navajo Nations and other surrounding communities within McKinley County; and

WHEREAS, the U.S. Bureau of Reclamation, with agreement of the New Mexico Interstate Stream Commission, has delayed the completion date of the Navajo Gallup Water Supply Project's San Juan Lateral by three to five years from the originally scheduled completion date of December 2024; and

WHEREAS, the City's ground water wells may not be able to reliably supply water to the City and surrounding areas beyond December 2024;

WHEREAS, the City has resolved all protests to Water Rights Application No. G-80/SJ-1491 *et al.*, filed on October 15, 1981, and has requested expedited approval of this application from the New Mexico Office of the State Engineer; and

WHEREAS, the City has begun the process of seeking funding for up to three municipal ground water wells in the G-80 well field; and

WHEREAS, the G-80 Municipal Ground Water Well Project will consist of the siting, design, drilling, installation of a municipal ground water well and all necessary appurtenances; and

WHEREAS, the New Mexico Water Trust Board has invited applications from eligible entities for funding in the new funding cycle, with applications due October 8, 2020, and application preparation was completed with technical assistance by DePauli Engineering and Surveying;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Gallup to approve submission of a funding application to the New Mexico Water Trust Board for funding of "Project 7B" of the Navajo-Gallup Water Supply Project.

PASSED, ADOPTED AND APPROVED this 8<sup>th</sup> day of September, 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.

CITY OF GALLUP, NEW MEXICO

By: \_\_\_\_\_  
Louis O. Bonaguidi, Mayor  
City of Gallup

ATTEST: \_\_\_\_\_  
Alfred Abeita II, City Clerk  
City of Gallup

---

**City of Gallup - Negometrix Price Proposal**

1 message

---

**Bilalia Mubashshir** <bilalia.mubashshir@negometrix.com>  
To: "frodriguez@gallupnm.gov" <frodriguez@gallupnm.gov>

Fri, Aug 28, 2020 at 1:28 PM

Good Morning Frances,

Below is a break-down of the pricing for the buyer licenses. I know it's a bit lengthy, but I want you to be able to have all the information to make a decision that is best for your organization. As we discussed the information below will detail the pricing for 2 buyer's licenses. These prices would be applicable after the 6 months free trial. In response to the pandemic and in an effort to assist your organization in your switch to a digital platform, all implementation and training fees have been waived.

I'll first explain what a license subscription entails and next, I'll address our pricing component.

**Lead-Buyer licenses (2x) - what it entails**

Negometrix differentiates between the actual purchasing professionals and all other users. Purchasing professionals ('Lead-buyers'), need a named user license. All other users (e.g. initiators, evaluators, auditors, approval managers, etc.) use Negometrix free of charge; just like your suppliers. Lead buyers have access to all the functionalities you viewed in the demo.

A **Lead-buyer license** includes the ability to:

- Create an unlimited number of solicitations
- Add an unlimited amount of profiles for colleagues (without extra managerial or administrative fees) and set their rights in your organization's procurement activities.
- Broadcast solicitations for responses from suppliers (and/or by invitation)
- Activate and Manage the Question & Answer functionality (other users can view and respond!)
- Manage the evaluations: Assign weights and scoring rules to response sections, assign evaluators, monitor progress, edit evaluations, and share results
- Template functionality: Different types of solicitations can be templated for re-use in similar projects. They provide a quick and easy launch in your projects.
- Draft tabulations and reports
- Awarding Communications to internal and external stakeholders

With the purchase of at least 1 Lead-buyer license, all functionalities listed below are included for all other users for free (e.g. initiators, evaluators, auditors, approval managers, etc.).

Some of the key features for **non-licensees** are:

- Help plan and prepare solicitations
- Answer supplier questions (optional)
- Evaluate the responses of suppliers
- View critical steps in every solicitation
- Access to the automated decision-making tooling.
- Access to all solicitations of the organization: planned, current and archived
- A safe working environment. Negometrix is ISO certified, service and management of the platform meets the highest safety standards according to ISO 27001.

### **Pricing & Discounts**

1. The first 6-months will be at no charge.
2. In response to the COVID pandemic, we will waiver all implementation & training fees
3. Negometrix applies multi-year agreement discounts (if more than one license is purchased).

If you want to continue using our software after the initial 6-month trial, prices are quoted in line with the below table, in combination with the multi-year discounts.

***Please reference the table below.***

- The left column of the table shows the price per license per year, given the number of licenses in that row. (i.e. the first license base cost is \$3,900, the second one is discounted at \$2,900, the third is \$2,700, and so on...)

- The right column reflects the total cumulative price per year, for so many licenses. For 2 licenses the cumulative total is \$6,800 annually (i.e. \$3,900 + \$2,900 = \$6,800)

- Signing a multiple-year contract results in following discounts:

**2 year contract = 30% Discount**

**3 year contract = 35% Discount**

**4 year contract = 40% Discount**

These discounts are applied for the life of the contract.

### **Examples:**

- 2 lead-buyer licenses under a **2-year contract** =  $0.70 * \$6,800 = \$4,760$  per year

- 2 Lead-buyer licenses under a **3-year contract** =  $0.65 * \$6,800 = \$4,425$  per year

- 2 Lead-buyer licenses a **4-year contract** =  $0.60 * \$6,800 = \$4,080$  per year

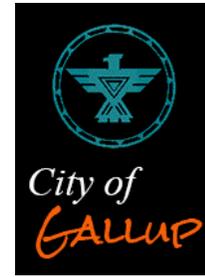
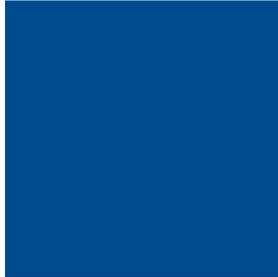
Lead Buyer License		
Number of Licenses	Cost per License	Cumulative Price
1	\$3,900	\$3,900
2	\$2,900	\$6,800
3	\$2,700	\$9,500
4	\$2,500	\$12,000
5	\$2,300	\$14,300
6	\$2,200	\$16,500
7	\$2,100	\$18,600
8	\$2,000	\$20,600
9	\$1,900	\$22,500
10	\$1,900	\$24,400
11+	Custom Pricing	

I hope this helps. If you have any questions, suggestions or otherwise, please do not hesitate to contact me.

We are very flexible and genuinely would like to help your department. Have a great day.

Best Regards,  
**Bilalia H. Mubashshir, MPA**

West Coast Office  
(951) 289-8797   
[www.negometrix.com](http://www.negometrix.com)



# Proposal for City of Gallup

## *SCADA and Metering Upgrades*

SEL ES Project #: 021550.000.00 (Rev. 1)

Submitted: 13 July 2020

## City of Gallup Contact Information

### **Chuck Nourse**

City of Gallup  
110 W Aztec Ave  
Gallup, NM 87301  
Cell: +1.505.240.5488  
Email: cnourse@gallupnm.gov

## SEL ES Contact Information

### **SEL Engineering Services, Inc.**

2420 Comanche Rd. NE, Suite A7  
Albuquerque NM 87107  
USA

### **Vamsi Raghupatula**

**Project Engineer III – Project Manager**  
Office: +1.509.334.8080  
Email: vamsi\_raghupatula@selinc.com

### **Jonathan Sykes**

#### **ES Manager**

Office: +1.509.715.3192  
Cell: +1.949.343.9635  
Email: jonathan\_sykes@selinc.com

### **Lee Melville**

#### **Business Development Manger**

Office: +1.509.334.5540  
Cell: +1.714.404.9399  
Email: lee\_melville@selinc.com

## Sales Representative Contact Information

### **Rick Lucero**

Arizona Sun Sales  
Office: +1.602.437.0469  
Cell: +1.505.379.9442  
Email: rick@arizonasunsales.com>

Document Revision Table

Rev.	Issue Date	Notes
0	07/07/2020	Initial submittal
1	07/13/2020	Revised to modify Allison substation scope per customer request

# Contents

---

- 1 Scope of Services..... 1
  - 1.1 Deliverables to Customer..... 2
    - 1.1.1 Equipment..... 2
    - 1.1.2 Documentation..... 3
    - 1.1.3 Project Execution..... 4
  - 1.2 Deliverables to SEL ES ..... 4
  - 1.3 Change in Scope ..... 4
- 2 Payment and Work Schedule ..... 5
  - 2.1 Payment and Credit Terms..... 6
  - 2.2 Schedule..... 6
  - 2.3 Work Suspension ..... 6
    - 2.3.1 Demobilization and Remobilization ..... 6
    - 2.3.2 Suspension of Work..... 6
- 3 Clarifications and Exceptions ..... 8
  - 3.1 Clarifications..... 8
  - 3.2 Per Diem (Additional Work)..... 8
  - 3.3 Onsite Commissioning Support ..... 9
  - 3.4 Factory Acceptance Testing..... 10
  - 3.5 Cybersecurity – Project Passwords ..... 10
- 4 Project Quality Plan ..... 11
- 5 SEL ES Terms and Conditions ..... 12
- Attachment 1 Communication Architecture..... 15

# 1 Scope of Services

SEL Engineering Services, Inc. (SEL ES) is providing this document in response to a request for SCADA and metering upgrades to City of Gallup substations, dated 19 June 2020, by Chuck Nourse. This proposal also includes efforts to upgrade the radio communications between the City of Gallup substations and Operations Center to improve the quality of the SCADA communications.

Service Description	Price (USD)
<p><b>Item 1: Meter Replacements</b> – Develop meter settings for four (4) SEL-735 Power Quality and Revenue Meters as replacements for the existing Transdata Mark 5 meters at City of Gallup. Mobilize one (1) engineer and one (1) relay commissioning technician to customer site in City of Gallup, NM for one (1) trip of five (5) consecutive days to provide onsite meter installation and commissioning support. Provide SEL-735 meters and retrofit kit equipment as detailed in Section 1.1.1.</p>	\$49,668
<p><b>Item 2: Radio Path Study and Equipment</b> – Perform a Radio Path Study between five locations (four substations and one solar farm) and the Operations Center for City of Gallup. Provide a Radio Path Study report. Provide equipment for the Operations Center and Solar Farm as detailed in Section 1.1.1.</p>	\$37,245
<p><b>Item 3: Operations Center and Solar Farm SCADA</b> – Develop Solar Farm point list based on Customer requirements. Develop RTAC settings for Operations Center and Solar Farm. Build Operations Center RTAC HMI screens related to Solar Farm. Stage the equipment with test relays at the SEL ES Albuquerque, NM office and perform Factory Acceptance Testing for one day. Mobilize two (2) engineers to customer site in City of Gallup, NM for one (1) trip of two (2) consecutive days to provide onsite commissioning support.</p>	\$29,663
<p><b>Item 4: Mendoza Substation SCADA</b> – Develop point list based on Customer requirements. Develop RTAC settings for Mendoza Substation and Operations Center related to Mendoza Substation data. Build Operations Center RTAC HMI screens related to Mendoza Substation. Stage the equipment with test relays at the SEL ES Albuquerque, NM office and perform Factory Acceptance Testing for two days. Mobilize two (2) engineers to customer site in City of Gallup, NM for one (1) trip of two (2) consecutive days to provide onsite commissioning support. Provide equipment for the Mendoza Substation as detailed in Section 1.1.1.</p>	\$49,888
<p><b>Item 5: Noe Substation SCADA</b> – Develop point list based on Customer requirements. Develop RTAC settings for Noe Substation and Operations Center related to Noe Substation data. Build Operations Center RTAC HMI screens related to Noe Substation. Stage the equipment with test relays at the SEL ES Albuquerque, NM office and perform Factory Acceptance Testing for two days. Mobilize two (2) engineers to customer site in City of Gallup, NM for one (1) trip of two (2) consecutive days to provide onsite commissioning support. Provide equipment for the Noe Substation as detailed in Section 1.1.1.</p>	\$49,129

<p><b>Item 6: Sunshine Substation SCADA</b> – Develop point list based on Customer requirements. Develop RTAC settings for Sunshine Substation and Operations Center related to Sunshine Substation data. Build Operations Center RTAC HMI screens related to Sunshine Substation. Stage the equipment with test relays at the SEL ES Albuquerque, NM office and perform Factory Acceptance Testing for two days. Mobilize two (2) engineers to customer site in City of Gallup, NM for one (1) trip of two (2) consecutive days to provide onsite commissioning support. Provide equipment for the Sunshine Substation as detailed in Section 1.1.1.</p>	\$49,129
<p><b>Item 7: Maxwell Switchyard SCADA and FDS</b> – Develop a Functional Design Specification (FDS) for the overall SCADA solution describing the system one line, communication architecture, and system components. A preliminary architecture is provided in Attachment 1. Develop point list based on Customer requirements. Develop RTAC settings for Maxwell Switchyard and Operations Center related to Maxwell Switchyard data. Build Operations Center RTAC HMI screens related to Maxwell Switchyard. Stage the equipment with test relays at the SEL ES Albuquerque, NM office and perform Factory Acceptance Testing for two days. Mobilize two (2) engineers to customer site in City of Gallup, NM for one (1) trip of two (2) consecutive days to provide onsite commissioning support. Provide equipment for the Maxwell switchyard as detailed in Section 1.1.1.</p>	\$49,805
<b>Total</b>	<b>\$314,527</b>

All quoted prices are exclusive of any sales, use, value-added, or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing.

## 1.1 Deliverables to Customer

### 1.1.1 Equipment

SEL ES will provide the following equipment to the City of Gallup (“Customer”):

- Operations Center
  - One (1) SEL-3555 RTAC with HMI license [Part#:3555#4M9M]
  - One (1) SEL-2488 GPS Clock with Antenna Installation Kit [Part#:24880RAX1181AX23X]
  - One (1) SEL-3031 Serial Radio Transceiver [Part#: 30310R41XXX]
  - One (1) Radio Antenna and Mount [Part#: 240-0104]
  - One (1) SEL-C964 Coaxial Cable for connection between Radio and Antenna (50 feet in length) [Part#: C964-050]
  - One (1) SEL-C285 Serial Cable for connection between the RTAC and Radio [Part#: C285-025]
- Quantity for each of Allison, Mendoza, Noe, Sunshine Substations

- One (1) SEL-735 Power Quality and Revenue Meter  
[Part#:0735HX00944CGXXXXX16101XX]
- One (1) Transdata Mark 5 retrofit bezels for SEL-735 installation [Part#:915900072]
- Quantity for each of Mendoza, Noe, Sunshine Substations, and Solar Farm
  - One (1) SEL-3530 RTAC with I/O board [Part#:3530#49D7]
  - One (1) SEL-2730U Unmanaged Switch [Part#:2730U0ARAX1111AAAAX0]
  - One (1) SEL-2488 GPS Clock with Antenna Installation Kit  
[Part#:24880RAX1181AX23X]
  - One (1) SEL-3031 Serial Radio Transceiver [Part#:30310R41XXX]
  - One (1) Radio Antenna and Mount [Part#: 240-0104]
  - One (1) SEL-C964 Coaxial Cable for connection between Radio and Antenna (50 feet in length) [Part#: C964-050]
  - One (1) SEL-C285 Serial Cable for connection between the RTAC and Radio [Part#: C285-025]
- Maxwell Switchyard
  - One (1) SEL-3530 RTAC with I/O board [Part#:3530#49D7]
  - One (1) SEL-2488 GPS Clock with Antenna Installation Kit  
[Part#: 24880RAX1181AX23X]
  - One (1) SEL-3031 Serial Radio Transceiver [Part#:30310R41XXX]
  - One (1) Radio Antenna and Mount [Part#: 240-0104]
  - One (1) SEL-C964 Coaxial Cable for connection between Radio and Antenna (50 feet in length) [Part#: C964-050]
  - One (1) SEL-C285 Serial Cable for connection between the RTAC and Radio [Part#: C285-025]

### 1.1.2 Documentation

SEL ES will provide the following documentation to the Customer:

- A Functional Design Specification (FDS)
- Radio Path Study Report
- A Point List in Microsoft Excel format
- HMI Screens in PDF format
- A Factory Acceptance Test (FAT) procedure
- A Factory Acceptance Test (FAT) report for each location

- A Site Acceptance Test (SAT) procedure

### 1.1.3 Project Execution

SEL ES will perform radio path studies of the six links between the locations and the operation center. Once the results given by the EDX software are analyzed, SEL ES will perform on-site path studies for any paths deemed critical. The purpose is to test and/or confirm line of sight and signal strength. The test will require two (2) SEL ES engineers to connect at each end of the radio link. One engineer will connect to the receiving antenna/radio (Omnidirectional antenna will be installed by others prior to on-site visit) while the second engineer will attach a Yagi transmitting antenna to a mobile pole and connect to the radio. The second engineer will test the strength of the transmitting antenna at each of the links deemed critical by engineers and path studies.

SEL ES will perform on-site path studies to links that fit the following characteristics:

- The link between transmitting and receiving antennas approximates or exceeds 10 miles
- The line of sight is compromised (obstruction exists)
- Based on distance, the transmitting antenna may transmit to two different receivers (Stronger link will be determined)

## 1.2 Deliverables to SEL ES

The Customer will provide the following items to SEL ES:

- An approved one-line drawing for the project
- Geographical location of each antenna containing latitude and longitude coordinates, antenna height, cable length from radio to antenna, and intended use (master/remote)
- A review and approval of the Functional Design Specification
- A review and approval of the Points List
- A review and approval of HMI screens
- A review and approval of the FAT procedure
- A review and approval of the SAT procedure

## 1.3 Change in Scope

In the event of a change in scope, the contract amount and schedule shall be equitably adjusted. The party identifying a potential change in scope will request the change of scope to the other in writing (fax, email, or letter). SEL ES will identify any budget or schedule impact and submit it for approval. SEL ES will proceed with the work as soon as SEL ES receives written approval, in accordance with established contract provisions.

## 2 Payment and Work Schedule

Milestone Activity	Price (USD)
1. Kick-off Meeting Completed	\$31,400
2. SEL-735 Meters and Bezels Delivered	\$18,000
3. SEL-735 Meters Installed and Commissioned	\$23,000
4. Radio Path Study Report Submitted	\$10,000
5. FDS Submitted	\$15,127
6. Operations Center and Solar Farm Equipment Delivered	\$14,000
7. Solar Farm Points List and HMI Screens Submitted	\$5,000
8. Solar Farm FAT Completed	\$10,000
9. Solar Farm Commissioning Completed	\$20,000
10. Mendoza Substation Equipment Delivered	\$16,000
11. Mendoza Substation Points List and HMI Screens Submitted	\$6,000
12. Mendoza Substation FAT Completed	\$10,000
13. Mendoza Substation Commissioning Completed	\$15,000
14. Noe Substation Equipment Delivered	\$10,000
15. Noe Substation Points List and HMI Screens Submitted	\$6,000
16. Noe Substation FAT Completed	\$12,000
17. Noe Substation Commissioning Completed	\$15,000
18. Sunshine Substation Equipment Delivered	\$10,000
19. Sunshine Substation Points List and HMI Screens Submitted	\$6,000
20. Sunshine Substation FAT Completed	\$12,000
21. Sunshine Substation Commissioning Completed	\$15,000
22. Maxwell Switchyard Equipment Delivered	\$10,000
23. Maxwell Switchyard Points List and HMI Screens Submitted	\$5,000
24. Maxwell Switchyard FAT Completed	\$5,000
25. Maxwell Switchyard Commissioning Completed	\$15,000
<b>Total</b>	<b>\$314,527</b>

All quoted prices are exclusive of any sales, use, value-added, or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing.

Unless indicated otherwise in this proposal, the price does not include the cost of any payment, performance, and/or warranty security instrument.

This proposal is valid for 60 days. SEL ES reserves the right to withdraw this offer if mutually accepted credit terms cannot be agreed upon.

## 2.1 Payment and Credit Terms

If your company does not have established credit terms sufficient to cover this purchase, SEL ES reserves the right to require any of the following: credit information, prepayment, letter of credit, or progress payments prior to acceptance.

Work cannot be initiated until adequate credit terms have been established.

Payment Terms: Net 30 days after date of invoice.

## 2.2 Schedule

SEL ES will schedule a kick-off meeting with the customer two weeks after receipt of purchase order, signed proposal, and agreed upon terms.

SEL ES will provide a detailed schedule one week after kick-off meeting.

Failure to supply requested information in a timely manner will affect the schedule and will subject the Customer to additional charges as set forth in Section 1.3. If a project is delayed or suspended, the revised project schedule will be based on present workload and staff availability.

Proposed schedules are based on present workloads and, if applicable, material and equipment deliveries. The schedule may change depending upon the start date and the impact of work that may be awarded to SEL ES between the date of this proposal and the date of the award.

Schedule is subject to acceptable payment and credit terms.

The schedule will be equitably adjusted in the event of changes in scope or in the event of delays attributable to the Customer or Customer's separate contractors, unforeseen conditions, or causes beyond the control of SEL ES.

## 2.3 Work Suspension

### 2.3.1 Demobilization and Remobilization

In the event that a delay involves a demobilization and remobilization, whether the same is due to a Customer request, a lack of information, Customer has been unresponsive for 30 days, or otherwise, SEL ES will charge and the Customer agrees to pay the greater of \$1,000 or 5% of the contract value to demobilize from the Project.

After the Project has been demobilized, SEL ES will charge and the Customer agrees to pay 2% of the contract value to remobilize the project per Customer directive and per a mutually approved schedule. If a project is remobilized, the revised project schedule will be based on present workload and staff availability.

### 2.3.2 Suspension of Work

Any Project delayed or demobilized beyond a reasonable period (as determined in SEL's sole discretion and including but not limited to the Customer being unresponsive for 30 days or the project being suspended for a period of 180 days or more) shall be treated as terminated by Customer and Customer shall be responsible for payment of all outstanding invoices, any actual

costs incurred up to the date of termination, and a 20% cancellation fee on the remaining unbilled balance.

## 3 Clarifications and Exceptions

---

SEL ES developed the scope of work, schedule, and price based on the information provided to us as listed in this proposal. Should additional or changed work be required, including such work resulting from unusual conditions or for any other reasons that are not evident from the information provided, changes to the price or schedule may result.

SEL ES will assign a project manager to the project. The project manager will oversee and maintain the schedule within SEL ES. The project manager will also be the point of contact with the Customer in order to maintain a smooth flow of information.

For safety reasons, SEL ES service personnel will not plan to work more than 10 hours per day. Should job requirements dictate work hours in excess of 10 hours per day, SEL ES and the Customer must review the requirements and agree on an appropriate plan that addresses safety concerns and the reasonableness of the hardship that the excessive hours place on SEL ES personnel.

### 3.1 Clarifications

Meter installation and wiring is provided for SEL-735 equipment only. This includes removal of the existing Transdata Mark 5 meters. All other equipment installation and wiring will be performed by City of Gallup.

The signed and approved Functional Design Specification (FDS) supersedes any proposal, specification, or other preliminary design documents.

Development of the FDS will apply to all deliverables in this proposal, not just Maxwell Switchyard to which the FDS deliverable is associated.

City of Gallup will provide accurate antenna location lists, as mentioned in Section 1.2 that will be used by SEL ES to perform the radio path studies.

Prior to conducting the on-site radio path studies, the receiver (master location) omnidirectional antenna must be installed. Installation of the antenna is not included in this proposal.

### 3.2 Per Diem (Additional Work)

SEL ES will perform additional onsite work on a per diem basis, unless the Customer and SEL ES agree on other arrangements. The party identifying a potential change in scope will request the change of scope to the other in writing (fax, email, or letter). SEL ES will identify any budget or schedule impact and submit it for approval. SEL ES will proceed with the work as soon as SEL ES receives written approval, in accordance with established contract provisions. Refer to Table 1 for the per diem rates.

Table 1 Per Diem Rate Table (USD.)

Item	Description	Price (USD)
1	Mobilization fee per U.S. personnel	Distant (requires air travel) = \$4,500 Local (within 200 miles) = \$2,400
2	Daily rate per U.S. personnel	Weekday rate = \$2,400/day Saturday rate = \$3,100/day Sunday and holiday rate = \$4,000/day

All quoted prices are exclusive of any sales, use, value-added, or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing.

The following details apply to Table 1:

- No receipts will be provided as part of the per diem rates.
- The mobilization fee is defined to include the labor and travel costs associated with transporting one person roundtrip to and from the Customer site.
- The daily rate is the charge per person, per day. Typical working hours are 8 a.m. to 6 p.m., Monday through Friday. Lunch shall be up to 60 minutes with two 15-minute breaks each day. If all the onsite work cannot be performed during typical working hours, then the daily per diem rate will be billed at 1.5 times the above rate for work performed Monday through Friday. Onsite work performed on Saturday or Sunday shall be agreed upon between the Customer and SEL ES in advance and be subject to additional charges.
- Time spent by SEL ES personnel on site while waiting standby, training, or traveling to and from the site will be considered billable time.
- Per diem rates are valid for work performed within one year of the proposal date.
- Holidays observed for U.S. Offices include: New Year’s Day (observed), Memorial Day, Independence Day (observed), Labor Day, Thanksgiving Day, Thanksgiving Friday, and Christmas Day (observed).

### 3.3 Onsite Commissioning Support

Onsite commissioning support is provided as part of this proposal. For this support, the SEL ES engineer will work under the direction of the Customer’s engineer in charge and will assist with technical issues that arise during commissioning regarding SEL devices. The engineer in charge will be responsible for providing and operating required test equipment. The SEL ES engineer will follow operational and safety procedures governing the work site but will not be responsible for enforcing operations and safety procedures, the direct supervision of personnel, or taking or releasing system clearances.

Delays in project completion, or noncompletion of the onsite commissioning support, due to troubleshooting, finding, and correcting problems created by the Customer’s installation shall not be the responsibility of SEL ES.

SEL ES engineers will bring hard hat, safety-toe protective footwear, safety glasses, ear plugs, and cotton or fire-rated shirt. Customer will provide any other special clothing or safety equipment required to enter site. Also, Customer will provide any special safety training to enter site (training time shall apply to onsite support time).

### **3.4 Factory Acceptance Testing**

SEL ES performs complete factory assembly and testing of integrated systems, contributing to easier, faster, and error-free commissioning.

There is no charge for the Customer being present during factory acceptance testing. The Customer will be notified at least two weeks prior to the FAT.

### **3.5 Cybersecurity – Project Passwords**

To maintain security during the processes of engineering, fabrication, factory tests, shipment, delivery, onsite testing, and commissioning, the electronic devices in this system are assigned project passwords. They are specific to this project and are controlled at SEL ES on a strict need-to-know basis.

As part of the final deliverables from SEL ES, the Customer will receive documentation identifying the project passwords in each of the delivered products. SEL ES recommends that the Customer change the project passwords to Customer-defined passwords upon receipt of their products.

SEL ES policy is to change passwords; however, SEL ES will follow the Customer policy regarding passwords as advised.

# 4 Project Quality Plan

SEL maintains a documented quality system that meets the requirements of ISO 9001.

SEL ES strives to design, develop, and deliver dependable, quality solutions that exceed Customer expectations by applying the example SEL ES Project Procedure illustrated in Figure 1. The procedure and subordinate work instructions encompass a sequential, phase-gate design process that is tailored to the specific scope of the project. The primary goal is to design in quality from the beginning of the project. Time spent early on to ensure that customer project requirements and the design basis are correct saves time and effort in later phases for the customer, the project team, and others involved.

The SEL ES Project Procedure for a typical project has phases for planning, definition, development, testing/validation, commissioning, and close out. Detailed design reviews of requirements and deliverables by competent technical reviewers from SEL ES authorized reviewer lists ensure the quality of deliverables. Testing and validation processes prove the performance of the solution for the customer’s application.

The customer has an important role in the process. Throughout the project, SEL ES will communicate project status and provide opportunities to define requirements, review deliverables, and provide feedback on SEL ES performance. Additionally, when customers define hold/witness points or approval requirements, SEL ES will include the requirements in its detailed project plans to guarantee compliance.

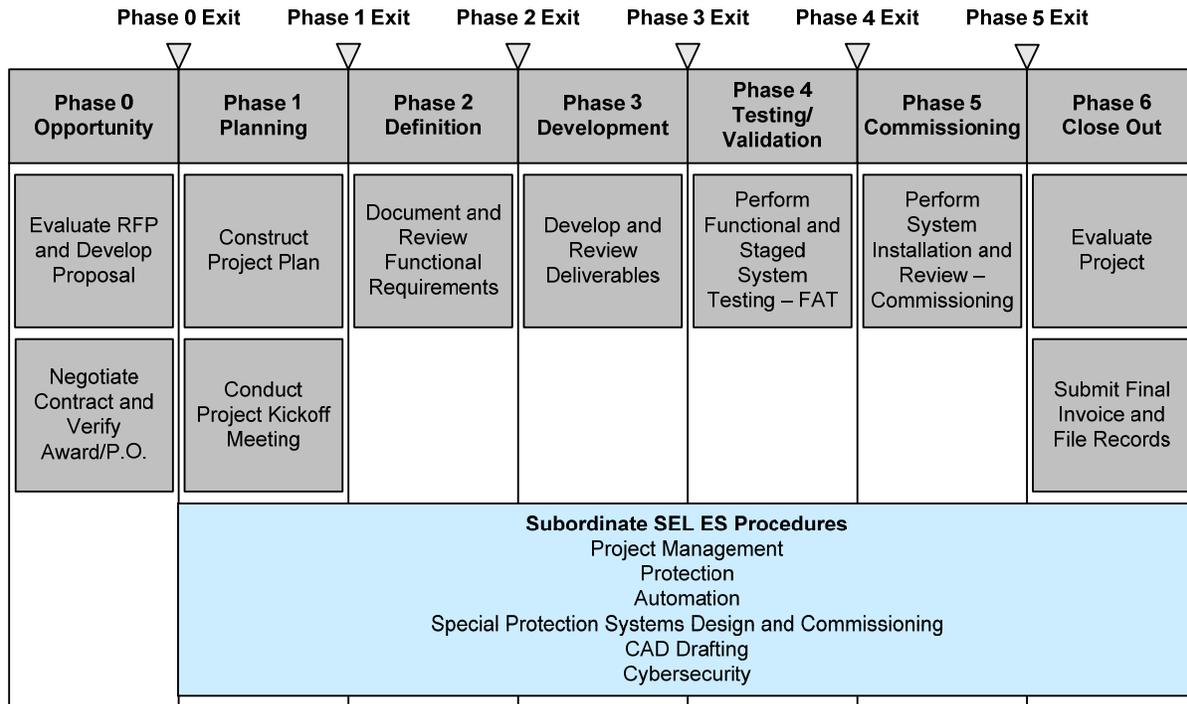


Figure 1: Example SEL ES Project Procedure Diagram

# 5 SEL ES Terms and Conditions

---

To accept this proposal and attached terms, please return this sheet, signed and dated.

City of Gallup (“Customer”)	SEL Engineering Services, Inc. (“SEL ES”)
110 W Aztec Ave	2420 Comanche Rd. NE, Suite A7
Gallup, NM 87301	Albuquerque NM 87107
USA	USA
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Contract Information (to be completed by client):

Contract Amount: \$ _____	Client PO/ Reference/Contract#: _____
Ship To Address: _____	
Bill To Street Address: _____	
Bill To Email Address: _____	

**1. Applicable Terms and Conditions.** These terms and conditions (“Terms”) and the SEL Proposal constitute the entire agreement between Customer and SEL Engineering Services, Inc. (“SEL”) with respect to the Project. “Project” means the project described in the attached Proposal. These Terms supersede any prior or contemporaneous, verbal or written, agreements, negotiations, commitments, representations, or correspondence between the parties, including any terms and conditions on any purchase order form. All sales are expressly limited to these Terms and are conditional on Customer’s assent to these Terms. SEL hereby expressly rejects any representation, express or implied warranty, course of performance or dealing, trade usage or any different or additional terms and conditions not set forth herein unless expressly agreed to in writing and signed by an authorized officer of SEL. Any Schweitzer Engineering Laboratories, Inc. (“SEL, Inc.”) products purchased in conjunction with the Project shall be subject to the then-current SEL, Inc. product sales terms, which are available at SEL’s website at [www.selinc.com/termsandconditions/unitedstates](http://www.selinc.com/termsandconditions/unitedstates) and incorporated herein by reference. Training provided by SEL University is governed by the SEL University Terms and Conditions posted on SEL’s website at [www.selinc.com/termsandconditions/seluniversity/](http://www.selinc.com/termsandconditions/seluniversity/).

**2. SEL Responsibilities.** SEL shall furnish the necessary engineers and technicians to provide the engineering services set forth in the Scope of Services. The professional obligations of SEL’s design professionals shall be undertaken and performed in the interest and on behalf of SEL in accordance with applicable laws and regulations governing such design professionals and generally accepted engineering practices prevailing in the jurisdiction where the Project is located. Nothing contained in these Terms shall create any professional obligation or contractual relationship between the individual professionals and Customer. SEL shall assist Customer in obtaining any necessary approvals of professionally sealed drawings, and shall assist Customer in obtaining necessary approvals from governmental authorities having jurisdiction over the Project.

**3. Customer Responsibilities.** Customer shall provide SEL with full information regarding the requirements for the Project, and SEL shall be entitled to rely on such information. Any tests, data of any kind, or reports of Customer’s other consultants or independent contractors shall be furnished with reasonable promptness and SEL shall be entitled to rely upon their sufficiency, accuracy, and completeness without further inquiry. Customer shall provide all information requested by SEL relating to the Project expeditiously and shall render decisions pertaining thereto in order to avoid delay in the orderly progress of the design and construction of the Project. Failure to comply with this requirement may result in additional costs and delays, which shall be Customer’s sole responsibility. Customer will ensure that SEL’s personnel or representatives are provided a safe and secure work environment at all times while they are on site to enable work to be carried out. SEL may, in addition to other rights or remedies available to it, evacuate some or all of its personnel from the site, suspend performance, and/or remotely perform or supervise work. Any such occurrence shall be considered an excusable event. Customer shall reasonably assist in any such evacuation.

**4. Changes and Delays.** Changes in scope or modification of Services will result in the contract amount and schedule being equitably adjusted. SEL is not obligated to proceed with any change until both parties agree upon such change in writing. SEL shall be entitled to an equitable adjustment in the price and schedule in the event of any changes in the law or engineering standards impacting SEL’s obligations or performance under this Agreement.

Any order delayed at Customer's request shall be subject to the prices and Terms in effect at the time of release of such delay. Any such order delayed beyond a reasonable period (as determined in SEL's sole discretion) shall be treated as a Customer termination, and Customer shall be responsible for payment of all outstanding invoices, any actual costs incurred up to the date of termination, and a 20% cancellation fee on the remaining unbilled balance. When Products are ready for shipment and shipment cannot be made due to Customer's request, SEL shall submit an invoice for such Products payable upon receipt thereof and shall store such Products on Customer's behalf. In such event, risk of loss shall pass to Customer upon moving such Products to storage, and all expenses incurred by SEL in connection with such storage, including without limitation demurrage, cost of preparation for storage, storage charges, insurance (if SEL chooses, at its sole discretion, to purchase such insurance), and handling charges, shall be payable by Customer upon submission of invoices by SEL.

**5. Prices, Taxes, and Payment Terms.** Customer must meet the then-current SEL credit requirements to purchase on credit. Customer shall pay SEL in accordance with the agreed-upon Proposal. Payment terms are net thirty (30) days from date of invoice if credit is approved. All invoices shall be deemed accurate unless Customer advises SEL in writing of an error within ten (10) days following receipt. If Customer advises SEL of an error, (i) any amounts corrected by SEL shall be paid within 14 days of correction or within thirty (30) days of the original invoice date, whichever is later, and (ii) all other amounts shall be paid by Customer by the original due date. If Customer requires SEL to use a specific system or tool to process regular business transactions (e.g. invoices, shipment notifications, purchase orders), SEL may charge Customer for any transaction, setup, or subscription fees charged to use the system or tool. SEL may suspend work or cancel any outstanding order if Customer fails to make a payment when due and until such payment is made and may impose a late charge of 1.5% per month or the highest applicable rate allowed by law on all amounts not paid when due. SEL shall not be liable for any liquidated damages if SEL suspends work due to the Customer's late payment or credit issues. If an order is cancelled because of credit issues or late payments, SEL shall be entitled to receive payment of all outstanding invoices, any actual costs incurred to date, and a 20% cancellation fee on the remaining unbilled balance ("Cancellation Charges"). Prices are exclusive of any taxes. If Customer claims a tax or other exemption or direct payment permit, Customer will provide a valid exemption certificate or permit and will indemnify, defend and hold SEL harmless from any taxes, costs, and penalties arising from the same. Any payment made by Customer may be applied to amounts due before being applied to current orders, at SEL's sole discretion. Notwithstanding the foregoing, Customer's failure to pay amounts due shall be deemed a material breach of these Terms, and any acceptance by SEL of late payments shall not be deemed a waiver of such breach. To the extent allowed by law, SEL shall be entitled to recover all costs incurred in collecting amounts due from Customer, including without limitation legal fees and other costs (including without limitation disbursements).

**6. Intellectual Property.** SEL retains all its intellectual property rights. All documents, designs, drawings, plans, specifications, and other work product (collectively "Work Product") prepared by SEL in performing the Project shall not be deemed "works made for hire" for Customer. To the extent that any such Work Product prepared by SEL while performing the Project is integrated into the Project, SEL hereby grants Customer a perpetual, worldwide, non-exclusive, non-transferable, personal, revocable, limited license to use, copy and modify such Work Product for internal business purposes only. SEL's Work Product and/or designs for other projects shall not be used for any purpose except the applicable Project without first obtaining SEL's written consent. Customer agrees to indemnify, defend and hold harmless SEL and all related parties from and against any unauthorized use or reuse of Work Product furnished by SEL, and any changes made by Customer or others relating to design documents produced by SEL.

**7. Use of Confidential Information.** In the performance of the Project and/or these Terms, a party may receive documents, materials, data, and other confidential information of the other party or its affiliates. The receiving party shall use confidential information solely in performance of the Project and any resulting business transaction between the parties. The receiving party shall use at least the same degree of care (and, in any event, not less than a reasonable degree of care) in protecting the disclosing party's confidential information as it exercises in protecting its own similar confidential information. Confidential information shall be subject to these Terms for three (3) years following receipt of such confidential information. Confidentiality obligations shall survive the termination of these Terms.

**8. Warranties and Limitation of Liability.** SEL shall perform the Project in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. SEL shall reperform (or, at SEL's option, pay a third party to reperform) any defective services at no cost upon receipt of notice detailing the defect(s) within one (1) year of performance of the original services. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, VERBAL, OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE). In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall SEL liability to Customer or its insurers for any loss or damage exceed the contract price or (ii) if Customer places multiple order(s) under the contract, the price of each particular order for all claims arising from or related to that order, and any liability shall terminate at a reasonable time, not to exceed one (1) year, after provision of services. No claim, regardless of form, arising from these Terms may be brought more than one (1) year from the date such claim accrues. Claims against SEL are hereby agreed to have accrued not later than the completion of the Project, notwithstanding any laws to the contrary. In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, shall SEL be liable for any special, incidental, consequential, or punitive damages, including without limitation any loss of profit or revenues, loss of use of associated equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs or claims of Customer's customers for such damages. Customer shall indemnify, defend, and hold harmless SEL and all related parties from and against any claims, demands, causes of action, losses, costs and expenses, including without limitation legal fees and other costs, arising directly or indirectly from, as a result of or in connection with the acts or omissions of Customer, its officers, employees, agents or representatives, relating to the Project and/or these Terms, including without limitation any defect or failure or alleged defect or failure in or of any Customer product or operation. Remedies are limited to those set forth in these Terms.

**9. Termination.** Customer may terminate these Terms upon ten (10) business days' written notice to SEL in the event the Project is abandoned or otherwise terminated prior to completion. If such termination occurs, Customer shall pay SEL for Cancellation Charges. Customer may terminate the Project if SEL defaults or persistently fails or neglects to perform services in accordance with these Terms. However, such termination is permitted only if Customer provides written notice setting forth the default and SEL fails to begin to correct the default within ten (10) business days after receipt of such notice.

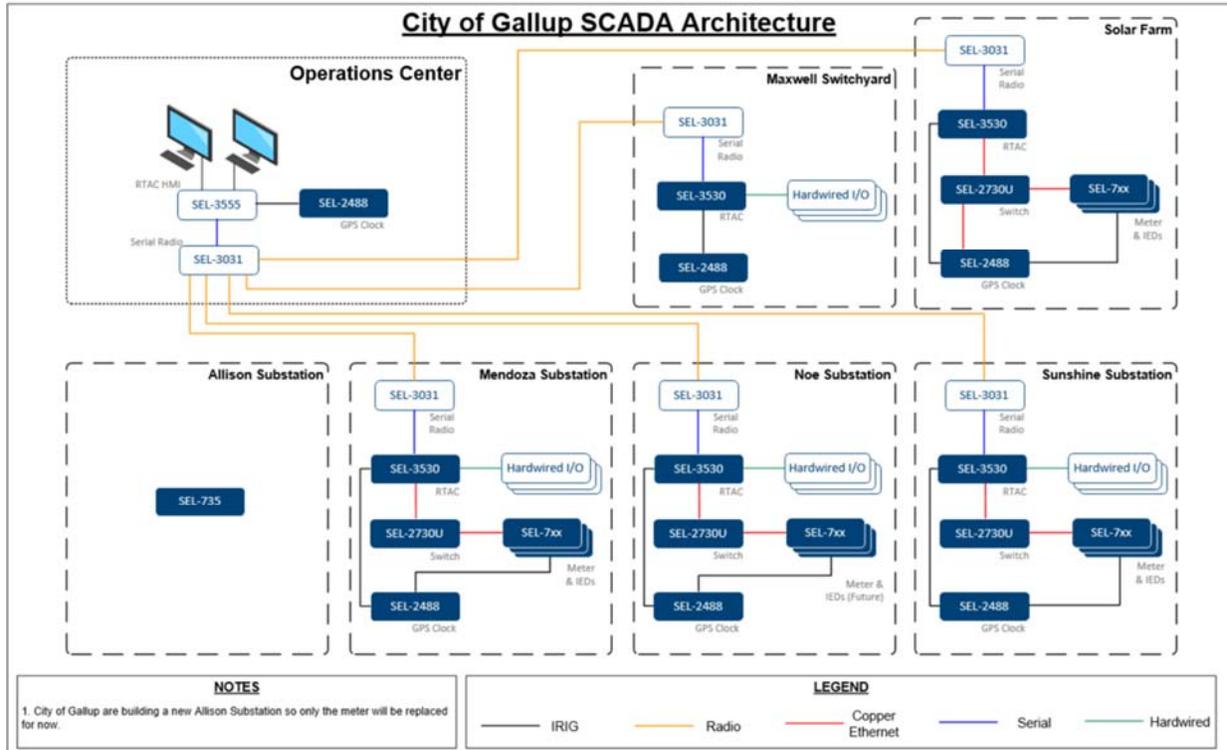
**10. Dispute Resolution.** The laws of the State of Washington, United States of America, excluding conflict of laws principles, shall govern these Terms. Any controversy or claim arising out of or relating to these Terms or the breach thereof shall be settled by binding arbitration administered by the American Arbitration Association in accordance with the Procedures for Large, Complex Commercial Disputes under the Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration shall be Seattle, Washington, United States or another location agreed upon by the parties. The language of the arbitration shall be English. The prevailing party to any dispute shall be entitled to recover legal fees and other costs (including without limitation disbursements, collection costs and the allocated cost of in-house counsel).

**11. Insurance.** SEL shall maintain for its protection the following insurance coverage: (i) Worker's Compensation, Employer's Liability and other statutory insurance required by law with respect to work-related injuries or disease of employees of SEL in such form(s) and amount(s) as required by applicable laws; (ii) Automobile Liability insurance with a combined single limit of \$2,000,000 per occurrence, \$4,000,000 annual aggregate; and (iii) Commercial General Liability or Public Liability insurance for bodily injury and property damage with a combined single limit of \$2,000,000 per occurrence, \$4,000,000 annual aggregate. Upon request, SEL will provide a certificate of insurance reflecting such coverage.

**12. Export.** Customer acknowledges that all commodities, software or technology (collectively "Items") provided by SEL are subject to US export jurisdiction and agrees to comply with all applicable import and export laws, rules and regulations regarding the transfer of any such Items, including but not limited to, the US Export Administration Regulations 15 C.F.R. Parts 730-774. Customer shall obtain prior authorization from the U.S. Department of Commerce or any other applicable government entities prior to the export, re-export, transfer, diversion, or disclosure any Items provided hereunder, or any direct product thereof, to any destination, end-use or end-user which is restricted or prohibited by US or other applicable laws. Customer also agrees to comply with US anti-boycott laws and regulations when exporting Items.

**13. Miscellaneous.** Any notice pursuant to these Terms shall be deemed given when sent by registered mail, certified mail (return receipt requested), or overnight delivery to an authorized officer at the address listed on the SEL sales order acknowledgment or, if no such address is provided, at the registered headquarters of the other party, or when faxed to 1-509-336-7920 or emailed to legal@selinc.com (receipt confirmed). All rights and duties hereunder shall be for the sole and exclusive benefit of Customer and SEL and not for the benefit of any other party. The assignment or transfer by Customer of any rights or duties hereunder without prior written consent of an authorized officer of SEL shall not relieve Customer of any obligations to SEL. SEL may perform its obligations hereunder personally or through one or more of its affiliates, although SEL shall nonetheless be solely responsible for the performance of its affiliates. SEL may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign accounts receivable to any party without Customer's consent. Customer agrees to execute any documents necessary to complete Seller's assignment or novation. SEL may subcontract portions of the work so long as SEL remains responsible for the work. Customer shall notify SEL immediately upon any change in ownership of more than fifty percent (50%) of Customer's voting rights or of any controlling interest in Customer. No failure or delay by either party in exercising any right or remedy, or insisting upon strict compliance by the other party with any obligation in these Terms, shall constitute a waiver of any right thereafter to demand exact compliance with these Terms. The invalidity, in whole or in part, of any provision in these Terms shall not affect the remainder of such provision or any other provision and, where possible, shall be replaced by a valid provision that effects as close as possible the intent of the invalid provision. No party shall be liable for failure to perform or delay in performance of any obligation under these Terms (except payments of amounts already due and owing) where such failure or delay results from any events beyond its reasonable control.

# Attachment 1 Communication Architecture





CITY OF GALLUP  
OFFICE OF THE MAYOR  
STATE OF NEW MEXICO

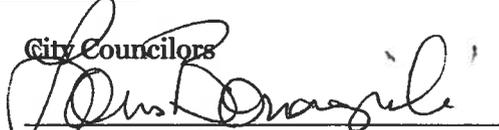
September 3, 2020

**MEMORANDUM**

TO:

City Councilors

FROM:

  
Louie Bonaguidi, Mayor

RE:

Labor Management Relations Board

The City of Gallup currently has a Labor Management Relations Board to assist in the implementation and administration of the City's Labor Management Relations Ordinance. The terms of office for the current members of the board are about to expire.

The current makeup of the board consists of the following members: Terry Proffitt representing management and Eric Begay serving as the impartial member of the board. Brenda Duran who represented labor on the board, resigned earlier this year and is unable to serve another term. Mr. Begay has agreed to serve another term; however, in accordance with City ordinance, his position will be appointed based on the recommendation of the representatives from management and labor.

Mr. Proffitt is also unable to serve another term; therefore, management recommends the appointment of Allan Landavazo to represent management on the board.

The City's three collective bargaining units were asked to submit a recommendation for the appointment of an individual to represent labor on the board. Staff received only one response for a nominee; therefore, based on the recommendation of labor, Tommy Gonzales is recommended for appointment to represent labor on the board.

I would ask for your approval to appoint Allan Landavazo and Tommy Gonzales to the Labor Management Relations Board to serve in the capacities as previously described. Subject to your approval of the appointments of Mr. Landavazo and Mr. Gonzales, they will need to submit their nomination of the third member to serve on the board as soon as possible.

We sincerely would like to thank Mr. Proffitt and Ms. Duran for their expertise and service on the board. We also appreciate the commitment and willingness of Mr. Landavazo and Mr. Gonzales to serve as new appointees on the board.

Thank you for your consideration of this matter.