

AGENDA

GALLUP CITY COUNCIL REGULAR MEETING TUESDAY, SEPTEMBER 22, 2020; 6:00 P.M.



Louie Bonaguidi, Mayor

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

Maryann Ustick, City Manager
Curtis Hayes, City Attorney

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

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

**Members of the public may submit comments on non-agenda items.
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

Regular Meeting of September 8, 2020

Documents:

[DRAFT MINUTES SEPT 8 2020 REG MTG.PDF](#)

D. Discussion/Action Topics

- 1. Resolution No. R2020-32; Mill And Overlay 2020 CO-OP Grant Approval**
New Mexico Department of Transportation has approved \$196,243.00 for the

City's annual mill and overlay program project. NMDOT share is 75% equaling \$147,182.00 in Local Government Road Funds (COOP) to the City of Gallup and local match share is 25% equaling \$49,061.00. Funding is used by PW/Streets Department for it's annual mill and overlay program.

Again COOP funding requires a 25% match from the City which in this case amounts to \$49,061.00. Matching funds will be taken from Fund 216 to cover the matching funds amount. Staff is requesting that Council approve Resolution No. R2020-32 thereby accepting the New Mexico Department of Transportation Local Government Road Fund Cooperative Agreement.

Staff also requests that Council approve expenditures and revenue budget for this project.

Fiscal Impact: \$196,243.00 expenditure which includes 25% matching funds in the amount of \$49,061.00, taken from Fund 216. \$147,182.00 revenue .

Recommendation: Staff recommends approval of Resolution No. R2020-32 and approval of expenditure and revenue budget.

Speaker's Name C.B. Strain

Documents:

[COOP L600171.PDF](#)

[COOP RESOLUTION 2020 2021 MILL AND OVERLAY PROJECT.PDF](#)

2. **Resolution No. R2020-33; Senior Infrastructure Capital Improvement Plan Submission**

The Senior Program has updated and submitted the Senior ICIP Plan FY 2022-2026. As part of the submittal process, the City of Gallup must pass a Resolution approving the submittal of the Plan for FY 2022-2026.

Fiscal Impact: The Senior ICIP Plan for FY 2022-2026 if awarded, will provide monetary support for Capital Expenses not currently budgeted in the Direct Service Contracts.

Recommendation: Approve a City of Gallup Resolution No. R2020-33

Speaker's Name Kimberly Ross-Toledo

Documents:

[SENIOR ICIP FY 2022-2026_UPDATE_9-15-2020.PDF](#)

[SR. ICIP_RESOLUTION NO R2020-33_9-16-2020.PDF](#)

3. **Budget Adjustment For American Flags**

Staff are requesting that the City of Gallup take on the responsibility of purchasing and hanging the American Flag flown over Gallup on I-40. The responsibility of the flag was first accepted by the Veterans Helping Veterans but due to a number of factors, they can no longer assist with the purchase and placing of the flag. Each flag cost around \$800 and we will need about five flags a year due to weather conditions in Gallup.

Fiscal Impact: Budget Adjustment in the amount of \$4,000 to the Parks and Recreation Department account number 101.3053.432.46.10 and transferred from the general fund cash balance reserves.

Recommendation: Approval of the budget adjustment in the amount of \$4,000 to the Parks and Recreation Department

Speaker's Name JM DeYoung

4. FY21 Preventing Alcohol Related Deaths (PARD) Cooperative Agreement And Related Budget Adjustment For Revenue And Expenditures Of The Grant

The City in partnership with NCI and SBS Consulting applied for the Preventing Alcohol Deaths (PARD) continuing grant funds in the amount of \$1,500,000. This funding supports the expanded and enhanced social detox, treatment, transportation and case management services to the Preventing Alcohol Related Deaths community. Includes 1.5 FTE inclusive of salary and benefits.

Fiscal Impact: Budget adjustment in the amount of \$1,500,000 in revenue and expenditures for related PARD Services and expenditures. Includes 1.5 FTE inclusive of salary and benefits.

Recommendation: Approve PARD FY21 Cooperative Agreement and Approve budget adjustment of revenue and expenditures.

Speaker's Name Debra L. Martinez

Documents:

[FY21 PARD NOTICE OF AWARD \(NOA\).PDF](#)

5. Approval Of Agreement With NCI For Social Detox And Expanded Shelter And Treatment Services

The FY21 Indian Health Services Preventing Alcohol Related Deaths Grant has allocated \$1,220,000 for the Administration of Social Detox and Expanded Shelter and Treatment Services. We may have to make modifications later due to the uncertainty of the COVID pandemic. This contract is effective September 30,2020 to September 29, 2021.

Fiscal Impact: Social Detox, Expanded Shelter and Treatment Services Agreement will be funded with Indian Health Services Preventing Alcohol-Related Deaths funds in the amount of \$1,220,000.

Recommendation: Approval of Agreement for Social Detox and Expanded Shelter and Treatment Services

Speaker's Name Debra L. Martinez

Documents:

[IHS DETOX FY21 NCI 1.220 .PDF](#)

6. Approval Of Professional Services Agreement With SBS Consulting

The FY21 Indian Health Services Preventing Alcohol Related Deaths Grant has allocated \$80,000 for the Administration of Evaluation Services. This contract is effective October 1, 2020 to September 29, 2021. Typically evaluation cost is 10-20% of a grant. Evaluation is a required component of the PARD grant and will include the additional evaluation of all new programs. Evaluation will include a comprehensive evaluation plan with clear identified measurable outcomes; a timeline for finalizing the set of intended outcomes, metrics for measuring quality;

and a timeline for when milestones and outcomes will be achieved.

Fiscal Impact: The Professional Service Agreement with SBS Consulting will be funded with Indian Health Services Preventing AlcoholRelated Deaths funds in the amount of \$80,000.

Recommendation: Approval of the Professional Service Agreement with SBS Consulting in the amount of \$80,000

Speaker's Name Debra L. Martinez

Documents:

[SBS CONSULTING FY21 80K.PDF](#)

7. Budget Adjustment Approval For Quarter One Items

We are asking for funding approval for several items that have been found during the first quarter of fiscal year 2021 that need to be funded:

1. Infrastructure tax GRT fee taken by the State of NM, annual amount \$60,000 in 311-1027-496.45-90. There was a change by DFA during last fiscal year in our reporting of this and I failed to budget it the new way in this fiscal year. It is not a new expense.
2. Fire department parking lot work was not complete by the end of the fiscal year and a final bill of \$27,678 needs funding in general fund 101-2541-422.48-45 for the final payment. It was previously budgeted in fiscal year 2020 but the timing was off on completing this item.
3. Risk management was funded in fiscal year 2020 for new equipment in the event center including a projector and the timing did not work out to complete it by year end. Funding in the amount of \$11,397 in 603-1016-414.48-20 is needed to fund completion of this project.
4. Fire department has received \$75,000 in reimbursement funds from the County to help fund an ambulance purchase. A budget adjustment to revenue of \$75,000 is requested for this receipt.
5. Police department body camera funding includes a transfer of funds from a restricted fund into their operational account in the amount of 38,232 to combine all resources to complete the purchase and a budget adjustment to reflect the transfer to 211-0000-360.06-00 is necessary.

Fiscal Impact: Three expenditure increases for a total of \$99,075 and two revenue increases for a total of \$107,232 are requested.

Recommendation: Approve revenue and expenditure adjustments itemized above

Speaker's Name Patty Holland

8. Approval Of Extension Of Closure Of Indoor Recreation Facilities And Staff Furloughs

On June 9, 2020, City Council approved the FY 2021 City Budget which included many reductions in services due to the impact of the COVID pandemic on city revenues and to the Governor's Public Health Orders restricting in person gatherings. As part of the FY 2021 budget, Council approved the closure of the following indoor recreation facilities: Larry Brian Mitchell, Harold Runnels, Aquatic Center, El Morro Theatre and Events Center, Cecil Garcia Fitness Center

and Red Rock Park Convention Center and Arena through September 30, 2020. This action also included a furlough of fifty four full time, part-time and seasonal positions through September 30, 2020. (see attached list). Because we do not know when indoor recreation facilities will be allowed to reopen under the Governor's Public Health Order, staff is recommending that, in order to provide furloughed staff with appropriate notice, the furlough of recreation facility staff be extended to October 31, 2020, and the recreation facilities remain closed through this period. While no one can predict the course of the COVID pandemic, recent discussions with the Governor's Office have indicated that no change is anticipated on the restrictions for indoor recreation for the next month. Should the Governor's Public Health Order permit the reopening of indoor recreation facilities, staff will recommend to the Council that the furlough be ended with proper notice to the affected staff.

Recommendation:

Approve extension of the furlough of indoor recreation facility staff positions through October 31, 2020 and the continued closure of Larry Brian Mitchell, Harold Runnels, Aquatic Center, El Morro Theatre and Events Center, Cecil Garcia Fitness Center and Red Rock Park Convention Center and Arena through October 31, 2020, pending future changes in the Governor's Public Health Order.

Fiscal Impact: Approximately \$53,000 per month in reduction of expenditures for staffing

Recommendation: See recommendation in the summary.

Speaker's Name Maryann Ustick

Documents:

[FY 2021 BUDGET LIST OF FURLOUGHED POSITIONS.PDF](#)
[FY 2021 KEY BUDGET REDUCTIONS.PDF](#)

9. Appointment Of A Third Member To The Labor Management Relations Board

The City of Gallup 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. At the September 8, 2020 Regular Council Meeting, the Mayor and Councilors appointed Allan Landavazo to represent management and Tommy Gonzales to represent labor. The current members of the Labor Management Relations Board will hold a meeting on Monday, September 21, 2020 at 10:00 a.m. to discuss and take action on their recommendation for the appointment of the third board member. The Mayor and Councilors will consider the board's recommendation at the September 22, 2020 Regular Council Meeting.

Fiscal Impact: None.

Recommendation: Approve the recommendation for appointment of the third board member.

Speaker's Name Mayor Louie Bonaguidi

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 Regular Meeting of the Gallup City Council, City of Gallup, New Mexico, held at Gallup City Hall, 110 West Aztec Avenue, at 6:00 p.m. on Tuesday, September 8, 2020.

The meeting was called to order by Mayor Louie Bonaguidi. He provided instructions to the public viewing the meeting through Facebook Live on how to provide comment on the Edward Byrne Memorial Justice Assistance Grant Program 2020 (Discussion/Action Topic #5) and on non-agenda items.

Upon roll call, the following were present:

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

Presented to the Mayor and Councilors for their approval were the Minutes of the Special Meeting of August 24, 2020.

Councilor Schaaf motion to approve the aforementioned minutes. Seconded by Councilor Palochak. Roll call: Councilors Schaaf, Palochak and Mayor Bonaguidi all voted yes. Councilor Garcia abstained. Motion carried.

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

1. Acceptance of CARES Act Funding – Maryann Ustick, City Manager

Ms. Ustick presented two CARES Act Grant awards from the State of New Mexico as part of the Federal Cares Act, passed earlier this year. She provided details regarding the small business grant in the amount of \$2,130,000, which is about half of what was requested, to help local businesses. Ms. Ustick said \$106,500 of which can be allocated for administrative costs, such as staff overtime and assistance from the Chamber of Commerce. The limit, per business is \$10,000 and will be on a first come first serve basis until funds are depleted. She also provided information regarding the grant award received for reimbursement to the City for COVID related expenses, in the amount of \$918,581. Ms. Ustick provided a brief list of expenses the grant will fund and pointed out the City did not receive the entire requested amount; therefore, certain programs will not be funded, such as the hotel shelter program and eviction protection. More information

MINUTES

Regular City Council Meeting – 9/8/2020

Page 2

regarding the small business grant program will be provided after a scheduled training on September 16, 2020.

Councilor Palochak made the motion to approve the acceptance of CARES Act funding in the amount of \$3,048,581 and an expenditure adjustment in the amount of \$106,500. Seconded by Councilor Garcia. Roll call: Councilors Palochak, Garcia, Schaaf and Mayor Bonaguidi all voted yes.

2. Resolution No. R2020-27; Annual Infrastructure Capital Improvement Plan (ICIP) Submission – Clyde (C.B.) Strain, Planning & Development Director

Mr. Strain said the State Department of Finance and Administration (DFA) requires local governments to develop and annually submit a five (5) year ICIP defining development need and funding sources. The plan is then used by State agencies involved in funding local government projects to analyze proposed capital outlay bills during the State Legislative sessions. Mr. Strain provided a list of all proposed ICIP projects for the next five (5) years as approved by City Council during the 2020-2021 budget process. All project estimates are conceptual and are refined as each project is planned, programmed, designed and constructed and presented a visualization of project cost refinement. According to DFA, no changes can be made after submission, tentative identification of the 2021 top five legislative priorities and approval of the projects listed in the form of a resolution are required before the State Legislature convenes and is due by September 18, 2020.

Mr. Strain said there is no fiscal impact; however, the ICIP may be used as a consideration by the Governor, state agencies and the State Legislature in their grant approval process. Mr. Strain recommended the Mayor and Councilors identify the City's top five (5) tentative projects for legislative funding as listed:

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

Mr. Strain encouraged the Mayor and Councilors to identify a site for the Regional Library Building as soon as possible.

Councilor Palochak expressed the importance of keeping the Regional Library Construction on the priority list, the need for a new and improved facility based on the

MINUTES

Regular City Council Meeting – 9/8/2020

Page 3

amount of people who utilize it and the responsibility of all three governments to see this project through. She also expressed her support of keeping all the planned projects on the priority list.

Mayor Bonaguidi also expressed his support of retaining the listed projects as a priority, especially Nizhoni Boulevard Reconstruction.

Councilor Garcia made the motion to approve Resolution No. R2020-27, the Annual New Mexico Infrastructure Capital Improvement Plan Submission. Seconded by Councilor Palochak. Roll call: Councilors Garcia, Palochak, Schaaf and Mayor Bonaguidi all voted yes.

3. Resolution No. R2020-28; Acceptance of State of New Mexico DFA Fund 89200 Capital Appropriation Project Grant Agreement for TDFL Field Improvements – Clyde (C.B.) Strain, Planning & Development Director

Mr. Strain presented the proposed resolution to approve Grant Agreement 20-E2627 in the amount of \$100,000 to plan, design, construct, repair and improve facilities at the Tony Dorsett Touchdown Football League located at Washington Park. He said the grant is 100% reimbursable and requested to change the designated grantee points of contact to Vince Alonzo, Parks and Recreation Director and Patty Holland, Chief Financial Officer.

Councilor Garcia expressed the need for the improvements for the community and the numerous teams who use the field every year.

Councilor Garcia made the motion to approve Resolution No. R2020-28, Acceptance of the State of New Mexico DFA Fund 89200 Capital Appropriation Project Grant Agreement for the TDFL Field Improvements, as presented. Seconded by Councilor Schaaf. Roll call: Councilor Garcia, Schaaf, Palochak and Mayor Bonaguidi all voted yes.

4. Resolution No. R2020-29; Acceptance of State of New Mexico DFA Fund 89200 Capital Appropriation Project Grant Agreement for Police Vehicles and Equipment – Clyde (C. B.) Strain, Planning & Development Director

Mr. Strain presented the proposed resolution to approve Grant Agreement 20-E2624 in the amount of \$120,000 for the purchase of equipment and vehicles for the Police Department. He said the grant is 100% reimbursable and requested to change the designated grantee points of contact to Franklin Boyd, Chief of Police and Patty Holland Chief Financial Officer.

Councilor Schaaf made the motion to approve Resolution No. R2020-29, Acceptance of

MINUTES

Regular City Council Meeting – 9/8/2020

Page 4

State of New Mexico DFA Fund 89200 Capital Appropriation Project Grant Agreement for Police Vehicles and Equipment, as presented. Seconded by Councilor Garcia. Roll call: Councilors Schaaf, Garcia, Palochak and Mayor Bonaguidi all voted yes.

5. Public Comment: Edward Byrne Memorial Justice Assistance Grant (JAG) Program 2020 – Chief Franklin Boyd, Gallup Police Department

Chief Boyd provided notice of the City and County's intent to apply for grant funding through the Edward Byrne Memorial JAG Program. The application process also requires an opportunity for the public to provide their comments. The total amount of the grant is \$25,718 to be split between the Gallup Police Department and the McKinley County Sheriff's Department.

Discussion followed regarding the disbursement of the funds between the Gallup Police Department and the McKinley County Sheriff's Department and the possible use of the funds for both K-9 programs. There were no comments presented by the public regarding the grant.

6. Approval and Acceptance of the 2020 Coronavirus Emergency Supplement Funding (CESF) Program Grant for \$94,413 – Chief Franklin Boyd, Gallup Police Department

Chief Boyd announced the award of the CESF Program Grant in the amount of \$94,413. He provided information regarding the grant application process, a list of intended purchases and he thanked Charlotte Becenti of the Finance Department for her efforts in obtaining the grant.

Councilor Schaaf made the motion to approve and accept the 2020 Coronavirus Emergency Supplement Funding (CESF) Program Grant in the amount of \$94,413 as presented. Seconded by Councilor Palochak. Roll call: Councilors Schaaf, Palochak, Garcia and Mayor Bonaguidi all voted yes.

7. Resolution No. R2020-30; Approving Submission of an Application to the New Mexico Water Trust Board (WTB) for Funding of Project 7B of the Navajo-Gallup Water Supply Project (NGWSP) – Dennis Romero, Water and Sanitation Director

Mr. Romero provided an overview of the work to be done under Project 7B (Reach 27.7B) of the NGWSP. The scope of work consists of the installation of approximately 4 miles of a 16-inch water transmission line with appurtenances to connect Reach 27.6 and Reach 27.7B. The transmission line will deliver water directly from the Gameraco storage

MINUTES

Regular City Council Meeting – 9/8/2020

Page 5

tanks to the Red Rock Park storage tanks as well as providing potable water to the eastern portion of the Gallup Regional Water System. The City is requesting up to \$4.1 million from the WTB for Project 7B. The typical split on WTB funding for the NGWSP is 60% (\$2.46 million) grant and 40% (\$1.64 million) loan. If the application is approved, a budget adjustment will be needed for up to \$4.1 million in expenditures in addition to annual loan payments of up to \$61,588 after completion of the project (0.25% interest rate, amortized over a 20 year period).

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

8. Resolution No. R2020-31; Approving Submission of an Application to New Mexico Water Trust Board for Funding of a G-80 Municipal Ground Water Well – Dennis Romero, Water and Sanitation Director

Mr. Romero said the United States Bureau of Reclamation has delayed the completion of the San Juan Lateral of the NGWSP for a period of 3 to 5 years. The delay is due to the request of other project participants 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 causing the City to transition away from its ground water municipal wells as a primary source of potable water. Because of the COVID-19 health crisis, the City has been requested repeatedly to increase its ground water diversions to assist with the water supply to the Navajo Nation and surrounding communities. Due to requests for additional City water from surrounding areas, the City worked to resolve all protests to its Water Rights Application No. G-80/SJ-1491 et al., which were filed in 1981. The City also requested an expedited approval of the application from the Office of the State Engineer. If approved, the water rights permit will lift the administrative cap on the City's G-80 well field, allowing the City to pump more ground water from its well field, if necessary. Since the City did not plan on upgrading its municipal ground water well portfolio due to its anticipated transition to surface water and due to setting 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 there is a reliable water supply during the delay in completion of the NGWSP. Under the proposed resolution, the City is requesting up to \$4.1 million from the WTB for the G-80 Municipal Ground Water Well Project.

Councilor Palochak made the motion to approve Resolution No. R2020-31; Approving Submission of an Application to the New Mexico Water Trust Board for Funding of a G-

MINUTES

Regular City Council Meeting – 9/8/2020

Page 6

80 Municipal Ground Water Well. Seconded by Councilor Schaaf. Roll call: Councilors Palochak, Schaaf, Garcia and Mayor Bonaguidi all voted yes.

9. Budget Adjustment for Annual Subscriptions and E-Procurement Software Subscription – Frances Rodriguez, Purchasing Director

Ms. Rodriguez requested a budget adjustment in the amount of \$9,000 to cover the costs of various subscriptions and an E-Procurement software subscription. Due to the COVID-19 pandemic, she said it has been difficult to interact with vendors and to physically accept bids from them. The current process has resulted in lower vendor participation in the bidding process. The E-Procurement platform will provide for a larger vendor pool leading to more competitive bids to be submitted. The platform will also expedite the Requests for Proposal (RFP) process and it will assist staff in acquiring information and documents for the City's audit.

Councilor Palochak spoke in favor of the budget adjustment since there is a critical need for the E-Procurement software, especially during this pandemic.

Councilor Garcia made the motion to approve the budget adjustment in the amount of \$9,000 from the General Fund balance into Subscription Fund 101-1019-411-47-14 for Annual Subscriptions and E-Procurement Software Subscription. Seconded by Councilor Palochak. Roll call: Councilors Garcia, Palochak, Schaaf and Mayor Bonaguidi all voted yes.

10. Approval for SCADA Equipment Purchase – John Wheeler, Electric Director

Mr. Wheeler said staff originally used an estimate of \$285,000 to purchase the equipment needed to upgrade the City's SCADA system. In retrospect, staff should have acquired a proposal based on a quote from the manufacturer of choice. Staff accomplished a sole source proposal to use Schweitzer Laboratory equipment, which is the standard for electric utilities. The City did not receive any protests to use of sole source and therefore, Mr. Wheeler requested approval of the proposal from Schweitzer Laboratory in the amount of \$340,672.06, which includes gross receipts tax in the amount of \$26,145.06. Funding is available in account number 307-6061-442-45-90, Project No. JU1510.

Councilor Schaaf made the motion to approve the SCADA equipment purchase from Schweitzer Laboratory in the amount of \$340,672.06, which includes GRT of \$26,145.06. Seconded by Councilor Palochak. Roll call: Councilors Schaaf, Palochak, Garcia and Mayor Bonaguidi all voted yes.

MINUTES

Regular City Council Meeting – 9/8/2020

Page 7

11. Appointment of Members to the Labor Management Relations Board – Mayor Louie Bonaguidi

Mayor Bonaguidi said the City 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 and 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.

Councilor Schaaf asked about the length of the terms to be served by the proposed appointees. The City Clerk said the terms are for one year.

Councilor Palochak made the motion to approve the appointment of Allan Landavazo and Tommy Gonzales to the Labor Management Relations Board. Seconded by Councilor Garcia. Roll call: Councilors Palochak, Garcia, Schaaf and Mayor Bonaguidi all voted yes.

Comments by the Public on Non-Agenda Items

None

Comments by Mayor and Councilors

The Mayor and Councilors offered their condolences to Mr. Hayes who recently lost his wife.

Councilor Palochak encouraged the public to slow down in residential areas, obey traffic laws and to wear face coverings correctly to increase effectiveness.

Councilor Garcia echoed Councilor Palochak's comments regarding speeding.

Councilor Schaaf thanked Vince Alonzo, Parks and Recreation Director, the Parks Department and the Welding Department staff for the work they did at the Indian Hills Park and the Skate Park.

Comments by City Manager and City Attorney

Ms. Ustick thank everyone for their support while she was on medical leave, especially Mr. Hayes and Jon DeYoung, Assistant City Manager, who helped serve as Acting City Manager in her absence.

MINUTES

Regular City Council Meeting – 9/8/2020

Page 7

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

Louie Bonaguidi, Mayor

ATTEST:

Alicia Palacios, Deputy City Clerk



Contract No. _____
Vendor No. 0000054334
Control No. L600171

LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT

This Agreement is between the New Mexico Department of Transportation (Department) and City of Gallup (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Pavement Rehabilitation, Reconstruction, Misc., as described in Control No. L600171, and the Public Entity's resolution attached as Exhibit C (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is One Hundred Ninety Six Thousand, Two Hundred Forty Three Dollars and Zero Cents (\$196,243.00) to be funded in proportional share by the parties as follows:

1. Department's share shall be 75% \$147,182.00

Pavement Rehabilitation, Reconstruction, Misc.

2. The Public Entity's required proportional matching Share shall be 25% \$49,061.00 For purpose stated above

3. Total Project Cost \$196,243.00

b. The Public Entity shall pay all Project costs, which exceed the total amount of One Hundred Ninety Six Thousand, Two Hundred Forty Three Dollars and Zero Cents (\$196,243.00).

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - 1. Utility Certification,
 - 2. Drainage and storm drain design,
 - 3. Geotechnical design,
 - 4. Pavement design,
 - 5. Environmental and archaeological clearances Certification,
 - 6. Right of-way acquisition Certification,
 - 7. Hazardous substance/waste site(s) contamination,
 - 8. Railroad Certification,
 - 9. Intelligent Transportation System (ITS) Certification
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of

Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.

- l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2021. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.

As between the Department and Public Entity, 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 the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless embodied in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is be proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

>

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____ Date: _____
Assistant General Counsel

City of Gallup Mayor

By: _____ Date: _____
Title: _____

Attest: _____
City of Gallup Clerk

**EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____
state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Local Government Road Fund Project Handbook (Current Edition);
2. Construction of the project was performed in accordance with standards and specifications set forth in:

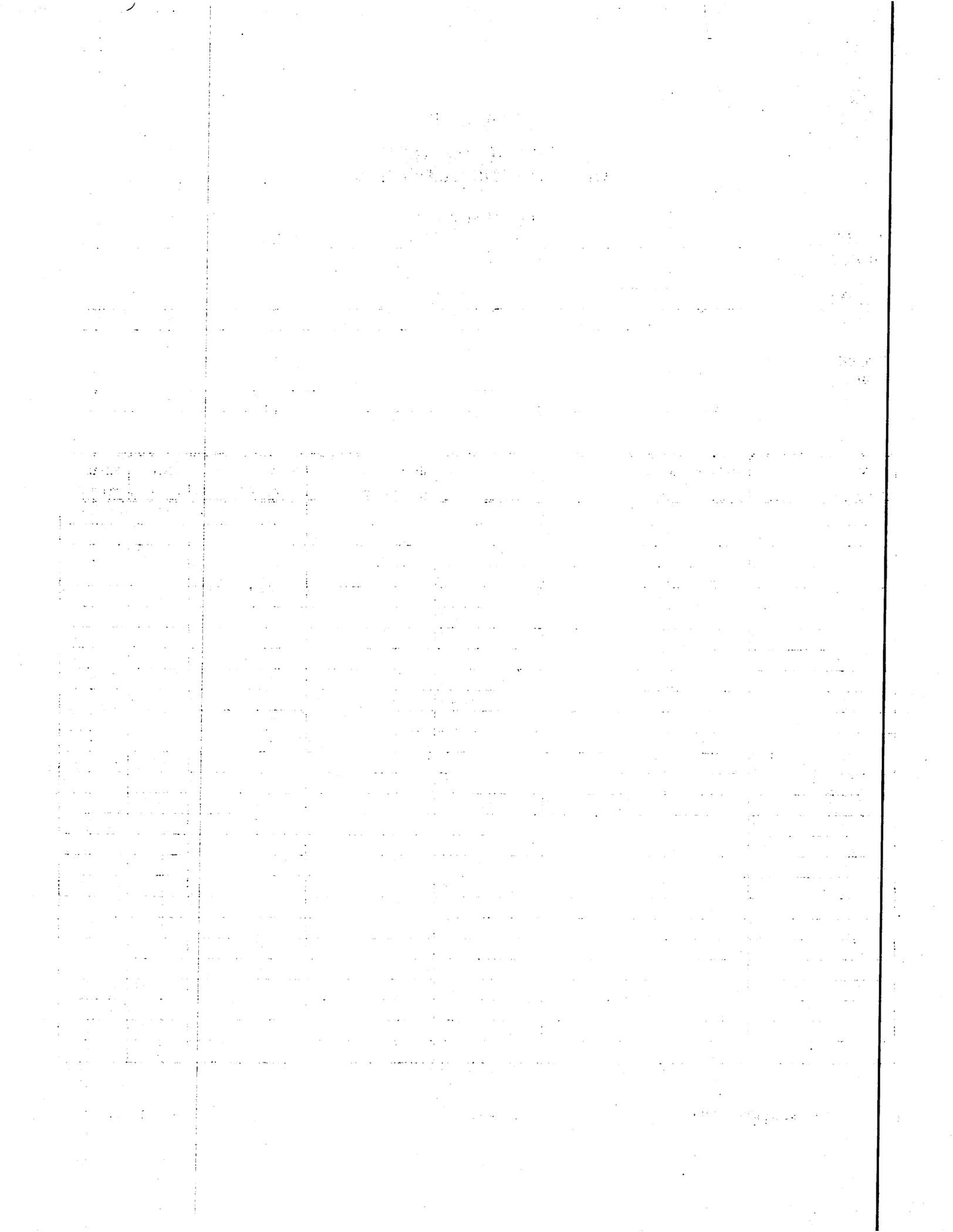
And completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name Date

Print Name

Title



RESOLUTION R2020 - 32

A RESOLUTION FOR APPROVAL OF THE
NEW MEXICO DEPARTMENT OF TRANSPORTATION'S
LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT CN L600171

WHEREAS, the City of Gallup deeply appreciates the annual fiscal contribution of the New Mexico Department of Transportation to the City's transportation system and local streets through a financial grant as described in the subject Cooperative Agreement; and

WHEREAS, New Mexico Department of Transportation is providing \$147,182.00 as 75% of the total shared amount of \$196,243.00; and

WHEREAS, the City of Gallup has experienced adverse asphalt pavement wear, deterioration, and damage on multiple City streets; and

WHEREAS, The City of Gallup desires to participate in the 2020-2021 Cooperative Agreement Program, and that by approving this Resolution, the City Council is affirming that desire.

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

This Cooperative Agreement applies to the purchase of asphalt concrete pavement material for placement by City crews on various City streets to maintain and repair said streets; and

Funds in the amount of at least \$49,061.00.00 has been set aside in the City's 2020-2021 fiscal budget for the required matching funds to be expended prior to 31 December 2021.

PASSED, ADOPTED, AND APPROVED THIS 22nd DAY OF SEPTEMBER 2020

CITY OF GALLUP, NEW MEXICO

By: _____
Louis O. Bonaguidi, Mayor

ATTEST:

Alfred Abeita, City Clerk

Infrastructure Capital Improvement Plan FY 2022-2026

ICIP for City of Gallup - Gallup Senior Center

Contact: Kimberly Ross
PO Box 1270
Gallup, NM 87301
Telephone No.: 5057224740
Email Address: ktoledo@gallupnm.gov

County: McKinley

Entity Type: SF

Procurement Officer Name: Francis Rodriquez
Telephone No.: 5058631220
Email Address: frodriquez@gallup.gov

Financial Officer Name: Patricia Holland
Telephone No.: 5058631220
Email Address: pholland@gallup.gov

Executive Order 2013-006 Compliance

Is your entity compliant with Executive Order 2013-006? Yes

Does your entity have an asset management plan and/or inventory listing of capital assets? Yes

Entity Planning: Process, Nature/Effect/Options/Recommendations of Trends

Process

This Senior Center is owned by City of Gallup and administered by City of Gallup. For many years, the City listed senior center improvement projects on the City's ICIP, but due to funding applications it was decided that having a separate and specific ICIP was needed to secure points and outside investments. After submitting ICIP 2019-2024, the City of Gallup Public Works Department met with staff from the senior center, recreation, and city management to discuss the process for planning a new Regional Center. From this meeting it was determined to be the #1 priority of the Senior Center. The second meeting consisted of the same city staff and Huitt-Zollars Architectural Firm. This Meeting identified current issues at the senior center and property ideas for placement of the Regional Senior Center. At this meeting it was determined that Huitt-Zollars would draft specs and a Project Cost Estimate regarding the Regional Senior Center. A third meeting was held to preview the specs, cost and City Council Plans for land acquisition and future placement site. A Public Hearing Date was set and the architects agreed they would present the DRAFT specs and Project Cost Estimate to senior citizens and solicit public input. On August 7, 2019 the Gallup Senior Center hosted a Public Hearing. Thirty-two (32) people attended the public hearing and several suggestions were documented regarding improving the DRAFT specs. On August 27, 2019 the architects than submitted their DRAFT specs and Project Cost Estimate to the City of Gallup City Council for input and approval to proceed with the Capital Outlay Process. In FY 2020, the process was slowed by the COVID 19 pandemic. Funding for moving forward was not awarded and the Senior Center had to transition services to Home Delivery and Drive-Up food delivery. Due to the COVID 19 Pandemic, state and city Public Health Ordinances limiting convening groups larger than 10 a Public Hearing was not scheduled. Instead the senior staff processed distribution and collection of a consumer survey to retrieve demographic, service identification, and ICIP requests. The City of Gallup performed the following process:

- (1) Stakeholder surveys to establish local input and priorities (FY 2019-2020).
- (2) Administer Annual Facility Review and Recommendations by County Facility Manager.
- (3) Develop Annual Budget for the City on needed improvements and commitment of funds.
- (4) Develop an outside funding strategy.

Projects are prioritized between City and Senior Center staff, based on achieving goals.

Goals

The City of Gallup has several Capital Improvement Goals of which the new construction of a Regional Senior Center is in the top 5 projects. The Regional Senior Center is the #1 priority of the Senior Capital Outlay Improvement Goals. Project discussion began when the City of Gallup Senior Program consolidated two centers into one center at the larger Neighborhood center. The consolidation was implemented to increase use of the senior program. Both centers had fair attendance but not enough at each site to meet the annual unit goals of the NMAAA SAM program. By consolidating the center, staff we're better able to manage food output, costs per unit, annual/6-month consumer reassessments, and more activities for seniors. The Gallup Senior Program is experiencing exponential growth. Due to COVID 19 Pandemic the center providing an average of 200 HD meals and 100 Drive-up meals daily. Due to the pandemic a number of senior consumers register due to high risk status. Volunteer activities have slowed due to Public Health Ordinances, still senior consumers would like a new community senior center within which to socialize, that has adequate parking. The current parking at the current site is limited, to accommodate the parking lunch is served

Infrastructure Capital Improvement Plan FY 2022-2026

in 30 minute shifts between 11am-1:00pm. The center has 6 Handicap parking spaces 20-30 feet from the front door, the rest of the handicap parking is located approximately 200 feet from the front door. A new regional center will provide a safe place that offers nutritious meals, social activity, and skill-based classes to live a fully healthy life.

The main goals for the facility are:

- (1) Build a new Regional Senior Center and upgrade the facility to meet all ADA and code compliance requirements to ensure the building is structurally sound.
- (2) Secure funding to complete design, planning and construction on a new Regional Center.
- (3) Improve and/or replace the facility to better serve the customers and their needs.

Factors/Trends Considered

According to the NM Department of Health 2017 Selected Health Statistics Annual Report "...the greatest number of people in New Mexico are 65 years and older, with 16.9% of the population." In McKinley County it reports that there are 8,580 (reported) people 55 years or older out of the a general population of 72,772. Infant births are slowing down, and more people are aging past 65 years old. The Gallup Senior Program expects to see a steady rise in consumers in the future due to these trends. It is important to us to provide healthy meals, and a safe environment for seniors to participate in exercise, and arts & crafts activities that add to their quality of life. Isolation is one of the major factors in poor health outcomes of seniors. The economy is also a factor in the increase of seniors participating in local senior centers, often times due to an inadequate retirement income this is the only full meal they have during the day. A poor diet contributes to poor health outcomes for seniors. In NM, the 2017 leading causes of death were attributed to heart disease, cancer, accidents, chronic respiratory diseases, stroke, diabetes, chronic liver diseases, Alzheimer's Disease, suicide and flu/pneumonia. A new regional senior will provide a centralized site that focuses on the social and personal needs of senior consumers.

The City of Gallup has consolidated its services from a Northside Center and Southside Center into the Gallup Senior Center located on the northside of Gallup. While major improvement have been made in the last couple years in terms of ADA and code compliance, this facility is limited in its ability to expand and meet growing and changing needs of our clients, especially parking. The City of Gallup is looking at locating, planning, designing, and building a Regional Senior Center that could accommodate Gallup and its resident future growth, as well as its neighborhoods including surrounding Chapters and rural communities.



Infrastructure Capital Improvement Plan FY2022-2026

	Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
			2022	2023	2024	2025	2026	
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	No	0	219,086	0	0	0	0	219,086
Archaeological Studies	No	0	265,116	0	0	0	0	265,116
Environmental Studies	No	0	165,117	100,000	0	0	0	265,117
Planning	No	0	36,000	0	0	0	0	36,000
Design (Engr./Arch.)	No	0	0	700,000	0	0	0	700,000
Construction	No	0	0	0	9,843,394	0	0	9,843,394
Furnishing/Equipment	No	0	0	0	0	200,000	114,000	314,000
TOTALS		0	685,319	800,000	9,843,394	200,000	114,000	11,642,713
Amount Not Yet Funded							11,642,713	

PHASING BUDGET

Can this project be phased? Yes

Phasing: Stand Alone: No Multi-Phased: Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	685,319	Yes	No	No	No	Yes	12
2	800,000	No	Yes	No	No	Yes	12
3	9,843,394	No	No	Yes	No	No	6
4	200,000	No	No	No	Yes	No	6

Tuesday, September 15, 2020

City of Gallup - Gallup Senior Center/ICIP 13253Project ID:35414

Infrastructure Capital Improvement Plan FY2022-2026

5	114,000	No	No	No	Yes	No	3
TOTAL	11,642,713						

Has your local government/agency budgeted for operating expenses for the project when it is completed?							Yes
If no, please explain why:							
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL	
Annual Operating Expenses plus Debt Service	374,404	374,404	374,404	374,404	374,404	1,872,020	
Annual Operating Revenues	0	0	0	0	0	0	

Does the project lower operating costs? No
 If yes, please explain and provide estimates of operating savings While a new facility will be energy efficient in terms of utility costs and OM&R it will save annual costs, but it will be larger and serve more citizens, which may increase personnel and other costs.

Entities who will assume the following responsibilities for this project:

	<u>Fiscal Agent:</u>	<u>Own:</u>	<u>Operate:</u>	<u>Own Land:</u>	<u>Own Asset:</u>	<u>Maintain:</u>
	City of Gallup	City of Gallup	City of Gallup	City of Gallup	City of Gallup	City of Gallup
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
- (d) Regionalism - Does the project directly benefit an entity other than itself? Yes
 If yes, please list the other entity. All of age Gallup residents and surrounding residents from Navajo and rural communities.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
 Please explain. City Public Works Director will ensure timely construction and completion of the project on budget, as well as hired construction management firm.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

Tuesday, September 15, 2020	City of Gallup - Gallup Senior Center/ICIP 13253Project ID:35414
-----------------------------	--

Infrastructure Capital Improvement Plan FY2022-2026

If yes, please explain. This project will likely create a couple more FTE to operate the center. The center will attract outside customers and dollars for the City.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? No

If yes, please explain and provide the number of people that will benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Tuesday, September 15, 2020

City of Gallup - Gallup Senior Center/ICIP 13253Project ID:35414

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 002 **Priority:** High **ID:**35435
Project Title: Senior Shuttle Buses **Class:** Replace Existing **Type/Subtype:** Equipment - Senior Center Equipment
Contact Name: Kim Ross-Toledo **Contact Phone:** (505) 722-4740 Ext. 14325 **Contact E-mail:** ktoledo@gallupnm.gov
Total project cost: 150,000 **Proposed project start date:** July 2020
Project Location: 607 North 4th Street Gallup NM 87301 **Latitude:** 35.532496 **Longitude:** -108.748309
Legislative Language: To purchase and equip senior shuttle buses with ADA accessible lifts and features for the Gallup Senior Center in Gallup, NM in McKinley County.
Scope of Work: To purchase and equip 2 Micro Bird G5 Shuttle Bus with handicapped lifts. Current buses have or will have over 100,000 miles and need to be replaced. These buses will be procured as outlined by the Aging & Long Term Services Department in compliance with all applicable procurement regulations.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s)	
					Received	Comment
ALTSD	75,000	No	0	0		
CAP	75,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	150,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded				Total Project Cost
			2022	2023	2024	2025	

Tuesday, September 15, 2020	City of Gallup - Gallup Senior Center/ICIP 13253Project ID:35435
-----------------------------	--

Infrastructure Capital Improvement Plan FY2022-2026

Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr/Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnishing/Equipment	No	0	150,000	0	0	0	0	150,000
TOTALS		0	150,000	0	0	0	0	150,000
Amount Not Yet Funded		150,000						

PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?							Yes
If no, please explain why:							
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL	
Annual Operating Expenses plus Debt Service	5,000	5,000	5,000	5,000	5,000	25,000	
Annual Operating Revenues	0	0	0	0	0	0	

Does the project lower operating costs? Yes
 If yes, please explain and provide estimates of operating savings Modern buses will need less repairs and be better on gas.

Entities who will assume the following responsibilities for this project:

	<u>Fiscal Agent:</u>	<u>Own:</u>	<u>Operate:</u>	<u>Own Land:</u>	<u>Own Asset:</u>	<u>Maintain:</u>
	City of Gallup	City of Gallup	City of Gallup	City of Gallup	City of Gallup	City of Gallup
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
- (d) Regionalism - Does the project directly benefit an entity other than itself? No
 If yes, please list the other entity.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
 Please explain. Based on quoted price and delivery contract.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No
 If yes, please explain.
- (g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes
 If yes, please explain and provide the number of people that will benefit from the project. This project will benefit all senior citizens/day that utilize the Gallup Senior Center.
- (h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

Tuesday, September 15, 2020	City of Gallup - Gallup Senior Center/ICIP 13253Project ID:35435
-----------------------------	--

Infrastructure Capital Improvement Plan FY2022-2026

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Tuesday, September 15, 2020

City of Gallup - Gallup Senior Center/ICIP 13253Project ID:35435

Infrastructure Capital Improvement Plan FY2022-2026

ICIP Capital Project Description

Year/Rank 2022 003 **Priority:** High **ID:**35452
Project Title: Braising Skillet **Class:** New **Type/Subtype:** Equipment - Senior Center Equipment
Contact Name: Kim Ross-Toledo **Contact Phone:** 5057224740 **Contact E-mail:** ktoledo@gallupnm.gov
Total project cost: 15,000 **Proposed project start date:** August 2020
Project Location: 607 North 4th Street Gallup NM 87301 **Latitude:** 35.532496 **Longitude:** -108.748309
Legislative Language: To purchase and install a skillet braising pan for the Gallup Senior Center in Gallup in McKinley County.
Scope of Work: To purchase a 30-gallon gas tilting skillet braising pan. The skillet is a important piece of equipment for the cooking process both in terms of efficiency and effectiveness. This piece of equipment will benefit the citizens by feeding them more efficiently and effectively in cost and product. This skillet will be moveable to new site if needed. This skillet will be procured as outlined by the Aging & Long Term Services Department in compliance with all applicable procurement regulations.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s)	
					Received	Comment
LFUNDS	15,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	15,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

Completed	Funded to Date	Estimated Costs Not Yet Funded					Total Project Cost
		2022	2023	2024	2025	2026	

Tuesday, September 15, 2020	City of Gallup - Gallup Senior Center/ICIP 13253Project ID:35452
-----------------------------	--

Infrastructure Capital Improvement Plan FY2022-2026

Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnishing/Equipment	No	0	15,000	0	0	0	0	15,000
TOTALS		0	15,000	0	0	0	0	15,000
Amount Not Yet Funded		15,000						

PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: Yes Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (W/tr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?							Yes
If no, please explain why:							
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL	
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilities for this project:

	<u>Fiscal Agent:</u>	<u>Own:</u>	<u>Operate:</u>	<u>Own Land:</u>	<u>Own Asset:</u>	<u>Maintain:</u>
	City of Gallup	City of Gallup	City of Gallup	City of Gallup	City of Gallup	City of Gallup
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? No
- (d) Regionalism - Does the project directly benefit an entity other than itself? No
If yes, please list the other entity.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
Please explain. City of Gallup will provide oversight for purchase of equipment.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No
If yes, please explain.
- (g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes
If yes, please explain and provide the number of people that will benefit from the project. This project will benefit Senior citizens that utilize the Gallup Senior Center.
- (h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and No

Tuesday, September 15, 2020

City of Gallup - Gallup Senior Center/ICIP 13253 Project ID:35452

Infrastructure Capital Improvement Plan FY2022-2026

unavoidable? Emergencies must be documented by a Subject Matter Expert.

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Tuesday, September 15, 2020	City of Gallup - Gallup Senior Center/ICIP 13253Project ID:35452
-----------------------------	--

Infrastructure Capital Improvement Plan FY2022-2026

Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnishing/Equipment	N/A	0	16,000	0	0	0	0	16,000
TOTALS		0	16,000	0	0	0	0	16,000
Amount Not Yet Funded		16,000						

PHASING BUDGET

Can this project be phased? No

Phasing: Stand Alone: No Multi-Phased: No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2022-2026

Has your local government/agency budgeted for operating expenses for the project when it is completed?						Yes
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs?

Yes

If yes, please explain and provide estimates of operating savings

Refrigerated air is more efficient than swamp coolers especially in a commercial kitchen. New equipment will need less repairs, and will have less utility expenses/costs.

Entities who will assume the following responsibilities for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Gallup	City of Gallup Senior Program	City of Gallup Senior Program		City of Gallup	City of Gallup Senior Program
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

- (a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years
- (b) Has the project had public input and buy-in? Yes
- (c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes
- (d) Regionalism - Does the project directly benefit an entity other than itself? No
 If yes, please list the other entity.
- (e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes
 Please explain. Based on quoted price and delivery contract.
- (f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? No
 If yes, please explain.
- (g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

Infrastructure Capital Improvement Plan FY2022-2026

If yes, please explain and provide the number of people that will benefit from the project.

This will benefit all senior citizens/day that utilize the Gallup Senior Center. The kitchen and cafeteria are better able to efficiently manage cool and hot air.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.

No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issued the mandate.)

Resolution No. R2020-33

ADOPTING THE FY 2022-2026
SENIOR 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 municipality has adopted the attached FY 2022-2026 Senior 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.

PASSED, APPROVED and ADOPTED this 22nd day of September 2020.

CITY OF GALLUP, NEW MEXICO

By: _____
Louie Bonaguidi, Mayor

ATTEST:

Alfred Abeita II, City Clerk

1. DATE ISSUED MM/DD/YYYY 08/20/2020

1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO. 93.933 - Demonstration Projects for Indian Health

3. ASSISTANCE TYPE Cooperative Agreement

4. GRANT NO. BH18IHS0001-04-00 Formerly

5. TYPE OF AWARD Other

4a. FAIN BH18IHS0001

5a. ACTION TYPE Non-Competing Continuation

6. PROJECT PERIOD MM/DD/YYYY From 09/30/2017 Through 09/29/2022

7. BUDGET PERIOD MM/DD/YYYY From 09/30/2020 Through 09/29/2021

8. TITLE OF PROJECT (OR PROGRAM) Gallup Social Detox and Expanded Shelter and Treatment Services.

Department of Health and Human Services
Indian Health Service
IHS Office of Grants Management

5600 Fishers Lane
Rockville, MD 20857

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
Snyder Act, 25 U.S.C. 13, and 25 U.S.C. 1602(a) (b) (9) (11) (12); 25 U.S.C. 1621h (m) of the IHCIA

9a. GRANTEE NAME AND ADDRESS
Gallup, City Of
110 W Aztec Ave
City Manager
Gallup, NM 87301-6202

9b. GRANTEE PROJECT DIRECTOR
Ms. Debra Martinez
110 W Aztec Ave
Gallup, NM 87301-6202
Phone: (505) 726-2604

10a. GRANTEE AUTHORIZING OFFICIAL
Ms. Maryanne Ustick
110 West Aztec Avenue
Gallup, NM 87301-6202
Phone: 505-863-1222

10b. FEDERAL PROJECT OFFICER
JB Kinlacheeny
801 Thompson Ave Ste 400
Rockville, MD 20852-1627
Phone: 301-443-0104

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) 1,500,000.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods 0.00	
a. Salaries and Wages	69,800.00	c. Less Cumulative Prior Award(s) This Budget Period 0.00	
b. Fringe Benefits	27,800.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 1,500,000.00	
c. Total Personnel Costs	97,600.00	13. Total Federal Funds Awarded to Date for Project Period 6,000,000.00	
d. Equipment	0.00	14. RECOMMENDED FUTURE SUPPORT	
e. Supplies	10,300.00	(Subject to the availability of funds and satisfactory progress of the project):	
f. Travel	10,000.00	YEAR	TOTAL DIRECT COSTS
g. Construction	0.00	a. 5	d. 8
h. Other	0.00	b. 6	e. 9
i. Contractual	1,382,100.00	c. 7	f. 10
j. TOTAL DIRECT COSTS	1,500,000.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
k. INDIRECT COSTS	0.00	a. DEDUCTION	
l. TOTAL APPROVED BUDGET	1,500,000.00	b. ADDITIONAL COSTS	
m. Federal Share	1,500,000.00	c. MATCHING	
n. Non-Federal Share	0.00	d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached - Yes No)

This Notice of Award approves funding for the current budget period covering September 30, 2020 to September 29, 2021.

GRANTS MANAGEMENT OFFICIAL:

Denise Clark, Grants Management Officer
5600 Fishers Lane, Mailstop 09E70
Rockville, MD 20857
Phone: 301-443-2215

17.OBJ CLASS 41.51	18a. VENDOR CODE 1856000132A3	18b. EIN 856000132	19. DUNS 075760959	20. CONG. DIST. 03
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. 0-J942704	b. BH18IHS0001B	c. IHSOPARD	d. \$1,500,000.00	e. 75 20/21 0390
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

AWARD ATTACHMENTS

Gallup, City Of

BH18IHS0001-04-00

1. Terms and Conditions

ITEM NO.	PAGE	DATE ISSUED (Mo./Day/Yr.)
	GRANT NO.	

STANDARD GRANT CONDITIONS

- IHS Program Official:** Assigned with responsibility for scientific, technical and programmatic questions from the grantee is: Ms. Audrey Solimon, Public Health Analyst, IHS Division of Behavioral Health; 5600 Fishers Lane, Mail Stop: 08N34-A, Rockville, MD 28057. Telephone: (301) 590-5421; FAX: (301) 594-6213. Email: Audrey.Solimon@ihs.gov.
- IHS Grants Management Specialist:** Assigned by the DGM with responsibility for business/grants administration (non-programmatic areas) of grants administration question from the grantee is: Mr. Willis K. Grant, IHS; 5600 Fisher Lane, Mail Stop 09E70, Rockville MD 20857. Telephone (301) 443-2214. Email Willis.Grant@ihs.gov.
- Reporting Requirements, Due Dates, and Format Information:** Both Progress Report and Federal Financial Report (FFR) must be submitted through the Grant Notes into the GrantSolutions (GS) with indication of covered period in the subject line field.

Noncompeting continuation applications are due 120 days prior to the budget period end date listed on the Notice of Award. If applicable, the noncompeting application kit will be available in the GrantSolutions System no fewer than 150 days before the application due date.

If the application receipt date/due date falls on a weekend or Federal holiday, then the due date defaults to the following business day. Completed applications must be submitted via the GrantSolutions System.

Late submission, or failure to submit, will constitute material noncompliance, will jeopardize continued funding, and may subject grants to enforcement actions as indicated in 45 CFR 75.371 through .375 and the HHS Grants Policy Statement (II-88).

<u>Fiscal & Programmatic Reports</u>	<u>Period Covering</u>	<u>Due Date</u>
Program Progress Report	09/30/20 - 09/29/21	Annually
Federal Financial Report (FFR) (SF-425)	09/30/20 - 09/29/21	Quarterly
Audit Report	09/30/20 - 09/29/21	Annually

The annual Program Progress Report will depend upon the specific PARD Purpose Area you have selected and will determine the data elements to report. (See programmatic terms and conditions attached below).

The Federal Financial Report (FFR) (SF-425) is a single page form that grant recipients must use to report all expenditures and cash transactions. The fiscal officer of the grantee organization shall submit one (1) complete copy of the grantee organization’s FFR to the Division of Payment Management (DPM). Reporting periods are to coincide with calendar quarters (ending in March, June, September, and December, as applicable). Quarterly reports are due within 30 days following the end of the quarter. A final expenditure report is due within 90 days after the end of the project period. The final FFR report should be submitted online via Grantsolutions.gov as an attachment to the grant notes *unless special conditions outlined in the Notice of Award state otherwise*. Please contact DPM for questions at 877-614-5533 or www.dpm.psc.gov

	PAGE	DATE ISSUED (Mo./Day/Yr.)
	GRANT NO.	

ITEM NO.

STANDARD GRANT CONDITIONS

The Audit Report must be submitted online by the grantee organization. One (1) complete copy of the grantee organization's audit report as required by the Single Audit Act and implemented in accordance with OMS Circular A-133 *within nine months after the end of the grantee's audit period.* (See attached Audit requirement)

4. **HHS Grants Policy Statement, Revised, January 2007:** Read the following carefully: (1) fraud, waste, and abuse (toll free number 800-424-5454), page I-7; (2) lobbying, page I-15 the awardee must comply with relevant Office of Management and Budget Circular provisions regarding lobbying, any applicable lobbying restrictions provided under other law, and any applicable restriction on the use of appropriated funds for lobbying activities; (3) costs, pages II-30 to II-44; (4) management systems and procedures, page II-61; (5) re-budgeting/prior approval, pages II-50 to II-57; and (6) publications, page II-73. **The entire GPS is considered as part of the Terms and Conditions.**

5. **Code of Federal Regulations:**

This grant is subject to the requirements as set forth in the Uniformed Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 45 CFR Part 75 for all awards issued after December 26, 2014.

6. **OMB Cost Principles:**

45 CFR Part 75, Subpart E Cost Principles, and 45 CFR Part 75 Subpart F Audit Requirements for HHS Awards for all awards after December 26, 2014.

Please click on the link to access the appropriate cost principles: <http://www.whitehouse.gov/omb/circulars/>

When issuing statements, press releases, requests for proposals, bid solicitation, and documents describing this project, clearly state: (1) the percentage of the total cost of the project financed with Federal money, (2) the dollar amount of Federal Funds for the project, and (3) the percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

This grant is subject to the regulatory requirements of Equal Treatment for Faith-Based Organizations as outlined in 45 CFR Part 75.

Debarment and Suspension as well as Drug Free Workplace are now standard terms and conditions of the award. These requirements no longer require separate certifications; however, by signing the application (either electronic signature credentials or face page of the SF-424A) the applicant certifies they are meeting the requirements of 45 CFR Part 78 (Debarment and Suspension) and (Drug-Free Workplace).

7. **Modular Units:**

In accordance with the HHS Grants Policy Statement, II-43, all modular units purchased under this grant are considered equipment and the intended use of the unit must be temporary. Any modular units that are charged to the grant may not be designated as real property. Real property denotes that the modular unit is designed to be installed permanently at a given location. Real property is an unallowable charge to the grant unless authorizing legislation permits construction costs.

ITEM NO.	PAGE	DATE ISSUED (Mo./Day/Yr.)
	GRANT NO.	

STANDARD GRANT CONDITIONS

8. HOTLINE INFORMATION:

The HHS Inspector General maintains a toll-free hotline to receive information concerning fraud, waste and abuse under grants/cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. Write or call: Office of the Inspector General, TIPS HOTLINE, P.O. Box 23489, Washington, D.C. 20006, Telephone 1-800-447-8477 (1-800-HHS-TIPS).

As an IHS grantee, by drawing down grant funds awarded, you are agreeing to comply with all HHS Policies and regulations.

Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the HHS awarding agency, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the HHS OIG at the following addresses:

Indian Health Service
Office of Management Service (OMS)
Division of Grants Management (DGM)
5600 Fishers Lane, Mailstop 09E70
Rockville, MD 20857
Email: <https://www.ihs.gov/dgm/policy>
(Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527
Washington, DC 20201
Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371 Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 & 376 and 31 U.S.C.

9. GRANT PAYMENT INFORMATION:

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is administered by the Program Support Center, Financial Management Service, and Division of Payment Management, which will forward instructions for obtaining payments.

Once an award is made, the funds are posted in recipient accounts established in the Payment Management System (PMS). Grantees may then access their funds by using the SMARTLINK funds request process.

ITEM NO.	PAGE	DATE ISSUED (Mo./Day/Yr.)
	GRANT NO.	

STANDARD GRANT CONDITIONS

The SMARTLINK funds request process enables grantees to request funds using a Personal Computer with an internet connection. The funds are then delivered to the recipient via Electronic Funds Transfer (EFT). Inquiries regarding payment should be directed to:

Ms. Josiane Yewawa
 Accountant, Grants Finance and Administration Services
 Program Support Center
 U.S Department of Health and Human Services
 7700 Wisconsin Ave., Suite 10320D
 Bethesda, MD 20857
 Email: Josiane.Yewawa@psc.hhs.gov
 Office: (301)492-4074
 Fax: (301) 492-5037
<http://www.pms.psc.gov>
<http://www.pms.psc.gov/find-pms-liason-accountant.html>

10. FFATA Subaward and Executive Compensation Reporting Requirements Discretionary Awards:

The October 1, 2010 Division of Grants, Action Transmittal 2011-01: Guidance Regarding the Federal Financial Accountability and Transparency Act (FFATA) Subaward and Executive Compensation Reporting Requirement is rescinded. The scope of discretionary grants that must meet the FFATA subaward and executive compensation reporting requirements are (1) New discretionary competitive awards made on or after **October 1, 2010** and all subsequent awards, (2) Single source grants awarded as new made on or after **October 1, 2010** and all subsequent awards. At this time, the FFATA subaward and executive compensation reporting requirements do not apply to the following types of discretionary awards: (1) Non-competing continuation awards*; (2) Competitive renewal awards; (3) Program expansion supplements; or, (4) Any other type of discretionary award that is not classified as “new” outlined in the Grants Program Manual.

The FSRS two basic business rules/reporting requirements are: (1) The project period start date of October 1, 2010 (or after); and, (2) The \$25,000 subaward obligation dollar threshold is met for that specific reporting period. Therefore, all new (discretionary) awards issued on or after October 1, 2010 that are now continuation awards (where the project period is made up of more than one budget period) are subject to reporting requirements and will be flagged as such in the FSRS using the aforementioned business rules. If this award does not meet the above reporting requirements, this award action is not subject to the FFATA Subaward and Executive Compensation Reporting Requirements. If this award does meet the above reporting requirements, please visit the IHS Division of Grants Management website at: <https://www.ihs.gov/dgm/policytopics/> for additional information on the full text regarding all requirements on the FFATA Subaward and Executive Compensation Reporting.

11. Audit Requirements:

Audit required. All grants awarded after December 26, 2014 are subject to the following audit requirements: A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part. *Single*

STANDARD GRANT CONDITIONS

audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 45 CFR §75.501.

Yearly submission of the audit(s) described above is a requirement of this award. A delinquent audit will subject the grantee to remedies for non-compliance in accordance with 45 CFR §75.371.

Programmatic Terms and Conditions

Cooperative Agreement

Cooperative agreements awarded by the Department of Health and Human Services (HHS) are administered under the same policies as a grant. However, the funding agency (IHS) is required to have substantial programmatic involvement in the project during the entire award segment. Below is a detailed description of the level of involvement required for both IHS and the grantee. IHS will be responsible for activities listed under section A and the grantee will be responsible for activities listed under section B as stated:

Substantial Involvement Description for Cooperative Agreement

A. IHS Programmatic Involvement

- 1) Participate in community-level meetings with key stakeholders that address a strategy to combat the issue of alcohol use disorders and subsequent alcohol-related deaths.
- 2) Provide quarterly site visits for technical assistance on increasing the clinical capacity of services offered between the grantee and IHS programs, where available.
- 3) Provide subject matter expertise on policies, procedures, guidelines, and other services provided by the grantee.
- 4) Provide medical services as appropriate for individuals requiring a higher level of care, or medical clearance.

B. Grantee Cooperative Agreement Award Activities

- 1) Provide quarterly reports to the IHS program officer on the number of individuals served, number of individuals referred to treatment services, number of individuals who access services more than once, number of individuals who access safe housing options.
- 2) Provide semi-annual reports on successes and challenges, in addition to the data included in quarterly reports.
- 3) Host quarterly site visits for IHS officials to discuss progress, partnerships, and clinical capacity, challenges, and opportunities for improvement.
- 4) Provide hot meals, showers, hygiene kits, and other activities of daily living that are necessary for individuals in detoxification and treatment services.

	PAGE	DATE ISSUED (Mo./Day/Yr.)
	GRANT NO.	

ITEM NO.

STANDARD GRANT CONDITIONS

- 5) Ensure coordination with cultural services and traditional healers to provide services while individuals are participating in services.
- 6) Provide transportation to and from medical appointments or for medical clearance and ensure that medication management is offered while individuals are participating in services.
- 7) Must use 100 percent of IHS grant funds for services provided to Indians.

Quarterly Service Reports

Provide quarterly service reports to GrantSolutions, within 30 days after the end of each quarter of the project period. The quarterly service reports will include the number of individuals served, number of individuals referred to treatment services, number of individuals who access services more than once, number of individuals who access safe housing options.

Semi-Annual Progress Reports

Program progress reports are required semi-annually, within 30 days after the budget period ends. These reports must include a brief comparison of actual accomplishments to the goals established for the period, a summary of progress to date or, if applicable, provide sound justification for the lack of progress, and other pertinent information as required, including but not limited to the data outlined in the program evaluation plan.

Program Evaluation

The awardee will be required to complete an evaluation of the program activities to include successes, challenges, outputs, and outcomes, based on the requirements of the program award.

Special Terms

Due to the amount of carryover funds, Year Two has been funded through a restricted award. The awardee will have 30 days to respond with an obligated budget for Year One carryover funds, updated milestones, and updated reporting requirements for all available funds in Year Two (Year One carryover and Year Two funds). Once the budget, milestones, and reporting requirements are approved by the IHS Program Official, the Year Two award will be amended to include approved changes. Should the awardee not comply with these requirements or meet amended budget, milestones, and reporting requirements in Year Two, future funding may be impacted.

	PAGE	DATE ISSUED (Mo./Day/Yr.)
	GRANT NO.	

ITEM NO.

STANDARD GRANT CONDITIONS

GALLUP SOCIAL DETOX AND EXPANDED SHELTER AND TREATMENT SERVICES

THIS AGREEMENT entered into effective the 30th day of September, 2020 by and between Na’Nizhoozhi Center, Inc., herein called **Provider** and the **City of Gallup**, a municipal corporation, herein called **City**.

General Provisions:

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

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

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

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

1. BACKGROUND AND SCOPE OF WORK:

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

A. Facility Information

The Gallup Detoxification Center is located at 2205 Boyd Avenue in Gallup, NM. It is open 24 hours per day, seven days per week, and is open 365 days each year. The building was constructed in 1992 and is approximately 30,000 square feet. The facility is designed to house up to approximately 150 clients for a maximum of seventy-two (72) hours. Protective custody is comprised of two large holding areas with restroom facilities, along with two smaller holding areas and two isolation rooms. The facility has a separate secured area for women clients with approximately 10 hospital beds. The high-risk area is located next to the protective custody area and has approximately six hospital beds for placement of clients requiring continuous observation for conditions requiring immediate medical attention. In addition there are two large areas used for a shelter program. The kitchen is operational and must maintain compliance with Fire Marshall and State Environmental Department Codes. There are a number of offices and conference rooms in the administrative area of the facility.

The City will provide:

1. A smoke detector/fire alarm/sprinkler system integrated with an operating door control access system and operating keys (fobs) and maintain both systems.
2. A fully operation camera security/surveillance system.
3. Maintain HVAC system, building exterior including roof.
4. Maintain lighting system that is inaccessible, which needs specialized equipment.
5. Maintain the parking lot.
6. An operational back-up electrical generator and provide the maintenance and diesel.

7. Maintain the grounds of the facility (excluding spiritual ground).
8. Access to all existing accessory buildings on the property.
9. Commercial building/property insurance coverage.
10. Commercial range stove
11. Commercial dishwasher
12. Commercial stainless steel tables (2)
13. Desk, chairs, file cabinets (7 offices)
14. The center has two (2) industrial washers and two (2) industrial dryers and the city will replace one Industrial washer
15. Data on the number of annual unattended/exposure deaths
16. Camera system

B. Detoxification Services/Protective Custody

These services are being provided to complement, expand and enhance services that are already provided in accordance with attached contracts labeled as Exhibit A: Gallup Detoxification Center intensive services Agreement and Exhibit B: Gallup Detoxification Center Administration and operations agreement and agreement for emergency shelter during winter months.

C. Reporting / Deliverables

The Provider reports shall include the following data and will adhere to quality control standards as required by the City and Grantor as long as they do not conflict with the Detoxification Reform Act of 2005, state and federal quality control standards.

- Number of client intakes with breakdowns by gender, city/state of residence, repeat client
- Number hygiene kits distributed
- Number of hot meals provided
- Number of clients transported to medical appointments
- Number of clients transferred to detox from GIMC ER
- Number of clients referred to GIMC emergency room
- Number of clients referred to treatment
- Number of clients enrolled in a treatment program
- Number of clients enrolled in Outpatient treatment at NCI
- Number of clients who access safe housing or shelter
- Any other information requested by the City such as program successes and challenges.
- The Provider shall produce financial and other documents including the following:
 - Monthly invoice
 - Monthly financial statements with detailed actual expenditures
 - Year-end cost reports
 - Annual audit reports

D. Shelter

The Provider also agrees to expand services to provide 24 hour shelter care. The expansion shall include up to 36 male beds and up to 24 female beds. The shelter will be made available to any community member after their 72 hour hold or a 12 hour hold at social detox and / or sober walk-ins in need of shelter. Shelter residents will have access to individual counseling, group therapy, employment assistance, hot meals, transportation to medical appointment, and Case Management for a variety of social needs.

2. COMPENSATION:

In consideration for the services provided pursuant to Paragraph 1, the Provider will be reimbursed, and shall

invoice the City in recognition of those services provided. Compensation shall be in the amount of \$1,220,000.00 inclusive of gross receipts tax. "Provider" shall invoice "city" on a monthly basis in actual expenses showing in detail the nature of the services rendered or as deemed mutually suitable with its' request for payment.

3. **TERM:**

Subject to the parties executing this contract, the term of this Agreement shall be for services provided for the period of September 30th, 2020 thru September 29th, 2021.

4. **TERMINATION:**

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

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

5. **STATUS OF PROVIDER:**

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

6. **INDEMNITY:**

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

7. **ASSIGNMENT:**

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

8. **SUBCONTRACTING:**

"Contractor" may not subcontract without the written permission of the "City".

9. **UTILITIES:**

Provider will be responsible for natural gas services, utilities service and any other services such as internet connections, cable television, etc.

10. RECORDS AND AUDIT:

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

11. APPROPRIATIONS:

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

12. RELEASE:

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

13. CONFIDENTIALITY:

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

14. CONFLICT OF INTEREST:

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

15. AMENDMENT:

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

16. SCOPE OF AGREEMENT:

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

17. NOTICE OF PROCUREMENT CODE:

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

18. EQUAL OPPORTUNITY COMPLIANCE:

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

19. INSURANCE:

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

20. IMPROVEMENTS TO PREMISES AND INVENTORY: Provider agrees that any and all alterations, additions, and improvements of any nature, except moveable furniture, made at Provider's own expense after having first obtaining the written consent of City thereof, whether attached to the walls, floors, premises, or not, shall immediately merge and become a permanent part of the Gallup Detoxification Center, and any and all interest of the Provider therein shall immediately vest in City, and all such alterations, additions, and improvements shall remain on the said premises and shall not be removed by Provider at the termination of this contract. Any moveable furniture, which Provider is privileged to remove, must be removed by Provider on or before the termination of the contract. An inventory of City and NCI personal property exist. Any additional property purchased by each entity will be added to their respective list. Said inventory lists will be signed by Provider and City and upon termination of the contract all items on said inventory which belong to the city of Gallup will remain at the Gallup Detoxification Center and are the property of City. All said inventory on NCI's inventory list will revert back to NCI and will be removed. Any damaged items on the inventory list that are no longer usable by Provider shall be discarded only after inspection by City. Any replacement of such items by Provider will be clearly marked as Provider's property. Inventory purchased by the IHS Preventing Alcohol Related Deaths Grant (PARD) will be deposited in compliance with federal grant requirements.

21. APPLICABLE LAW:

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

22. ENTIRE AGREEMENT:

This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto.

23. WAIVER OF CONTRACTURAL RIGHT:

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

24. SEVERABILITY:

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining

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

25. FORCE MAJEURE:

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

26. NOTICE:

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

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

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

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

PROVIDER:

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

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

Date: _____

CITY OF GALLUP, NEW MEXICO

BY: _____
Maryann Ustick, City Manager

Date: _____

ATTEST:

Alfred Abeita, City Clerk

PROFESSIONAL SERVICE FUNDING AGREEMENT

THIS AGREEMENT is effective October 1, 2020, by and between the **City of Gallup**, a Governmental entity, referred to as "City" and having an address of 110 West Aztec Ave., Gallup, New Mexico 87301, and to **SBS Consulting**, referred to as "Contractor" whose address is 10810 San Rafael Ave NE, Albuquerque, New Mexico 87122. The purpose of this Agreement is to provide for the funding with Indian Health Services Preventing Alcohol-Related Deaths through Social Detoxification Grant Funds by "City" to "Contractor" in providing Professional Evaluation Services for the City of Gallup.

It is mutually agreed between the parties as follows:

1. Scope of work:

"City" *is* concerned with the health, safety and welfare of the citizens of Gallup, New Mexico, and is responsible to administer Indian Health Services Preventing Alcohol-Related Deaths through Social Detoxification Grant Funds, and "Contractor" is qualified to serve as an Evaluator Consultant.

"Contractor":

1. shall provide culturally sensitive, comprehensive assessment and evaluation:
2. will be responsible for designing, reviewing and carrying out process and outcome evaluation activities of the *City* of Gallup for the Indian Health Services Preventing Alcohol-Related Deaths through Social Detoxification Grant, including designing evaluation instruments, gathering relevant base line and follow up data, tabulation and analysis of data, and producing evaluation reports;
3. will use specific core indicators, process and outcome evaluation instruments and protocols and standardized data collection procedures;
4. will identify gaps, needs, and barriers to improve systems that impede delivery of services including how operational outputs and outcome indicators will be used in the management of activities;
5. will take minutes during core group meetings and will identify quality improvement measures that need to be addressed;
6. will develop and maintain a system in which data can be shared among members identified by the Indian Health Services Preventing Alcohol-Related Deaths through Social Detoxification;
7. will assist Indian Health Services Preventing Alcohol-Related Deaths through Social Detoxification contractors and the City on the submission of quarterly reports to Indian Health Services.

8. will lead the development of an evaluation plan with clear identified measurable outcomes; a timeline for finalizing the set of intended outcomes; metrics for measuring quality; and a timeline for when milestones and outcomes will be achieved ;
9. will design and carry out final project evaluation and submit on a timely basis to the City of Gallup and Indian Health Services;
10. will attend grantee meetings, audits and evaluation meetings as required by Indian Health Services and or the City of Gallup.
11. will provide feedback, technical assistance, and support to staff in terms of the evaluation of the goals and objectives on a monthly basis or as needed;
12. will provide on-site visits and/or telephone contact on a monthly basis;
13. program Evaluator will assist in the Reapplication Process by developing an updated Evaluation Plan and a Logic Model if needed;
14. will develop a PowerPoint presentation of the Needs Assessment Highlights, program progress and present to City Council, County Commission and community as needed;

2. Compensation:

"City" will appropriate to "Contractor" in an amount not to exceed **eighty thousand dollars and no/100's (\$80,000)** inclusive of New Mexico Gross Receipts Tax in Indian Health Services Preventing Alcohol-Related Deaths through Social Detoxification funds. "Contractor" shall invoice "City" on a monthly basis in the amount up to six thousand six hundred and sixty-six dollars and 72/100's (\$6,666.72) Dollars per month as deemed mutually suitable until paid in full and all services are rendered. The parties agree that any unexpended surplus money shall revert to "City".

"City" shall appropriate the necessary costs from the BHIZ Grant Fund to obtain professional services.

3. Term of Contract:

This agreement shall expire on September 29, 2021 or upon the expenditure of the full amount of the appropriated funds, whichever occurs first.

This agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days in advance. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In any event, this agreement shall be in effect from October 1st, 2020 until completed, unless terminated early pursuant to this agreement.

4. Status of Contractor; Identification:

"Contractor", its' agents, and employees are independent contractors performing professional services for "City" and are not employees of the "City" nor shall they receive any benefits thereto.

"Contractor", its' agents, and employees shall not accrue leave, retirement, insurance, bonding, use of "City" vehicles, or any other benefits afforded to the employees of "City" as a result of this agreement.

"City" shall not become liable to "Contractor", nor its' agents, nor its' employees, nor their estates for any injury to person or property incurred in the course of this agreement unless such injury shall have resulted from negligent conduct on the part of "City" or its' agents acting within the scope of their employment and official duties.

"Contractor" hereby acknowledges that all sums received hereunder are personally reportable by "Contractor" for income tax purposes as self-employment or business income.

5. Assignment:

"Contractor" shall not assign nor transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without the prior written approval of "City".

6. Subcontracting:

"Contractor" may not subcontract without the written permission of the "City".

7. Appropriations:

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

8. Release:

"Contractor", upon final payment of the amount due under this agreement, releases "City", its' officers and employees, and volunteers from all liabilities, claims and obligations whatsoever arising from or under this agreement.

9. Confidentiality:

Any information given to or developed by "Contractor" in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by "Contractor" without the prior written approval of "City", unless release is authorized or required by Federal Law, the Laws of the State of New Mexico, or Rules and Regulations promulgated by appropriate New Mexico State Agencies. "Contractor" agrees to abide by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health & Human Services pursuant to HIPAA, the Health Insurance Portability and Accountability Act of 1966 (the "HIPAA Regulations").

10. Product of Service, Copyright:

All written materials developed and equipment purchased specifically for "City" by "Contractor" under this agreement shall become property of "City" and shall be delivered to "City" not later than the termination date of this agreement. Nothing produced, in all or in part by "Contractor" under this agreement shall be the subject of an application for copyright by or on behalf of "Contractor."

11. Conflict of Interest:

"Contractor" warrants that it presently has no interest and shall not acquire any interest direct or indirect that would conflict in any manner or degree with the performance or services required under this agreement. "Contractor" shall comply with the provisions of Section 10-16-1 through 10-16-18, NMSA 1978, which requires disclosure in writing to the Office of the Secretary of State of amounts received under contract when and if such provisions become applicable.

12. Amendment:

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

13. Scope of Agreement:

This agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings are merged into this written agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement. No subsequent agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless incorporated by way of amendment as described in Paragraph 13.

14. Notice:

The Procurement Code Sections 13-1-28 through 13-1-199, NMSA 1978, is applicable to this agreement in that it imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

15. Equal Opportunity Compliance:

"Contractor" agrees to abide by all Federal and State laws and regulations, and Executive Orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws, rules, regulations, and Executive Orders of the Governor of the State of New Mexico, "Contractor" agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, political affiliation, religious faith or absence thereof, sex, sexual preference, age, handicap or status as a Vietnam era veteran, be excluded from employment with or participation in or be denied the benefits of or be otherwise subjected to discrimination under any program or activity performed under this agreement. If "Contractor" is found not to be in compliance with these requirements during the life of this agreement, "Contractor" agrees to take appropriate steps to correct these deficiencies.

16. Applicable Law:

This agreement shall be governed by the laws of the State of New Mexico and venue to enforce this agreement or any terms shall lie in the District Court of the eleventh Judicial District in the County of McKinley, State of New Mexico.

17. Equipment

All Capital Equipment purchased with "City" funds under this Agreement shall become property of "City" and shall revert to "City" at the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date of execution of the officer stated below

SBS Consulting

By: _____ **Date:** _____

Sindy Bolanos-Sacoman, CEO

CITY OF GALLUP

By: _____ **Date** _____

Maryann Ustick, City Manager

ATTEST:

Alfred Abeita II, City Clerk

Staff Furlough includes:

General Fund (101)		# positions			
Recreation/LBM	3544	5	3 months	(24,402)	
Harold Runnels	3547	4	3 months	(16,773)	1 vacant
Aquatic	3549	24	3 months	(81,777)	19 vacant
El Morro	4043	5	3 months	(30,376)	
Rex Museum	5055	1	3 months	(4,709)	vacant
		39		(158,037)	
Lodgers Tax (214)					
RR Park/Seasonal	3550	8	12 months	(80,903)	8 vacant
Enterprise Fund (516)					
Cecil Garcia Fitness Center	3548	7	3 months	(38,491)	1 vacant

Revenue decline, primarily GRT at 30% is estimated at \$7,623,557

Key changes to initial budget:

General Fund revenue est decline	(7,623,557)
Drop in GO bond 2012/2010A refunding	(771,341)
Move cust svc to ELEC	(321,488)
Move billing to ELEC	(174,549)
Fire move operations to Fire fund	(100,000)
OT reduction GF 100%	(75,100)
OT reduction Fire 10%	(27,500)
OT reduction Police 10%	(88,661)
Reduce Bid Match by 50%	(60,000)
Reduce Gallup Arts by 50%	(5,000)
JPSA	(5,000)
Close inactive projects	(265,194)
Close Council projects (refund if GRT rebounds)	(252,415)
General dept cuts	(1,420,461)
Reduction in transfer to Risk Mgt	(106,462)
Staff furlough (recreation)	(158,037)
Position eliminations	(229,643)
Use of cash fund balance	(3,562,706)