

**STATE OF NEW MEXICO  
TOURISM DEPARTMENT  
Litter Control and Beautification  
“Clean & Beautiful” Grant Program Agreement**

THIS AGREEMENT, numbered **21-418-6002-00059-00**, is made and entered into by the State of New Mexico Tourism Department, hereinafter referred to as the “NMTD,” and **City of Gallup**, hereinafter referred to as the “Partner” (collectively the “Parties”) and is effective as set forth below.

RECITALS

WHEREAS, the purpose of the New Mexico “Litter Control and Beautification Act,” NMSA 1978, § 67-16-1 et seq. (hereinafter “the Act”) is to control litter by authorizing NMTD to eliminate litter from the state to the maximum practical extent through a state-coordinated plan of education, control, prevention, and elimination; and

WHEREAS, the “Litter Control and Beautification Fund,” hereinafter “the Fund,” is appropriated to NMTD for the purpose of carrying out the provisions of the Act; and

WHEREAS, the Act provides that NMTD may contract with other state and local government agencies to carry out the provisions of the Act;

AGREEMENT

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, in consideration of the mutual covenants and obligations contained herein, as follows:

**I. Obligations of Partner.**

- A. Perform and complete the projects and programs, expending all related funds, as outlined in the Project Award Schedule, as approved by NMTD and attached hereto as *Exhibit A*.
- B. Acknowledge and comply with all Grant Program Guidelines, as approved by NMTD and attached hereto as *Exhibit B*.
- C. Complete and submit all required documentation for Initial Disbursement and Final Reimbursement in accordance with the requirements described in *Exhibit B*.
- D. Acknowledge that any failure to adhere to the parameters set forth herein may affect Partner’s eligibility for future awards.

**II. Obligations of NMTD.**

- A. Provide award funds for all eligible expenses in accordance with the Act and according to *Exhibit A* and *Exhibit B*.

- B. Provide access to all forms required for submission for Initial Disbursement and Final Reimbursement in accordance with the requirements described in *Exhibit B*.

**III. Additional Terms & Conditions:**

- A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.
- B. This Agreement shall become effective upon its execution by both Parties and shall terminate on **June 30, 2021**. Either party may terminate or seek to further negotiate this Agreement upon ninety (90) days written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.
- C. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto, with the exception of Exhibit A, which may be adjusted by authorization of the NMTD Tourism Development Division Director.
- D. Neither Party will be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond the non-performing Party's control and without such Party's fault or negligence, such as acts of God, pandemic-related public health orders, acts of civil or military authority, embargoes, epidemics, war, acts of terrorism, riots, insurrections, fires, explosions, earthquakes, floods, loss of power, strikes or lockout. If any Force Majeure condition affects Partner's ability to perform its obligations, Partner shall give written notice to NMTD, and Partner will offer mutually agreeable amendments to Exhibit A. Until such time as this Agreement is amended, NMTD will withhold payment of award funds as set forth in Exhibit A.
- E. Partner shall ensure that any activities carried out in accordance with this Agreement conform to all current Public Health Orders and corresponding COVID-Safe Practices.
- F. The Parties shall not be jointly liable. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended.
- G. This Agreement is governed by the laws of the State of New Mexico.
- H. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.

- I. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service, by electronic mail or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To NMTD: New Mexico Tourism Department  
Lucy Stanus, Clean & Beautiful Program Coordinator  
491 Old Santa Fe Trail | Santa Fe, NM 87501  
505-660-4734 | [lucy.stanus@state.nm.us](mailto:lucy.stanus@state.nm.us)

To Partner: City of Gallup  
Maryann Ustick  
P.O. Box 1270 | Gallup, NM 87305-1270  
505-863-1220 | [manager@gallupnm.gov](mailto:manager@gallupnm.gov)  
Program Manager: Elizabeth Barriga  
Phone: 505-863-1393  
Email: [ebarriga@gallupnm.gov](mailto:ebarriga@gallupnm.gov)

- J. The individual signing below on behalf of the Partner represents and warrants that he or she has the authority to bind the Partner, and that no further action, resolution or approval from the Partner is necessary to enter into a binding agreement.

**THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.**

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Cabinet Secretary listed below.**

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

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

Print Name: \_\_\_\_\_  
For PARTNER (City of Gallup)

By: \_\_\_\_\_  
Carlos F. Gonzales, NMTD Chief Procurement Officer

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

By: \_\_\_\_\_  
Isabel B. Lopez, NMTD Chief Financial Officer

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

Approved for legal sufficiency:

By: \_\_\_\_\_  
Allison P. Martinez, NMTD General Counsel

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

By: \_\_\_\_\_  
Jen Paul Schroer, NMTD Cabinet Secretary

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

The records of the Taxation and Revenue Department reflect that the Partner is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: **01404290008**

By: \_\_\_\_\_  
Taxation and Revenue Department

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

EXHIBIT A  
PROJECT AWARD SCHEDULE  
CITY OF GALLUP

	<u>Goal 1</u>	<u>Goal 2</u>	<u>Goal 3</u>	<u>Goal 4</u>	<u>Goal 5</u>
<b>End Littering</b>					
Clean-up Supplies	\$4,000.00				
Clean-up Transportation	\$500.00				
Incentives	\$1,200.00				
Advertising	\$1,500.00				
Pick-up Your Trash Signs	\$3,000.00				
<b>Improve Recycling</b>					
Recycling Bins		\$2,500.00			
Educational Materials		\$1,000.00			
<b>Beautify Communities</b>					
Hope Garden Project			\$5,100.00		
Work in Beauty Project			\$1,950.00		
<b>Empower Youth</b>					
Youth Groups				\$6,000.00	
<b>Increase Program Capacity</b>					
KAB Dues					\$150.00
KAB Conference					\$2,500.00
KAB Certification Plaques					\$900.00
<b>Subtotals</b>	\$10,200.00	\$3,500.00	\$7,050.00	\$6,000.00	\$3,550.00
<b>Total Award</b>	\$30,300.00				

<i>Suzy Lawrence</i>	6/3/2020
Approved by: NMTD Tourism Development Division Director	Date

## **EXHIBIT B**

### NEW MEXICO TOURISM DEPARTMENT CLEAN AND BEAUTIFUL GRANT PROGRAM **FY21 GUIDELINES**

#### GRANT PURPOSE

The purpose of the New Mexico “Litter Control and Beautification Act,” NMSA 1978, § 67-16-1 et seq., is to accomplish litter control by vesting in the Department the authority to eliminate litter from the state to the maximum practical extent. The department shall aid in establishing a statewide Keep America Beautiful program through the New Mexico Clean and Beautiful grant program to prevent litter, improve recycling, and beautify New Mexico communities.

#### ELIGIBILITY

All New Mexico municipalities, counties, and Tribal Governments in good standing with New Mexico Taxation and Revenue Department are eligible for funding (correct CRS numbers are required within the application process). Entities need not be Keep America Beautiful affiliates to apply.

#### ELIGIBLE EXPENDITURES

Projects and initiatives that contribute to the following goals, as identified through Keep America Beautiful and the Litter Control and Beautification Act, may be eligible for funding:

##### Goal #1 - End Littering

- Information pertaining to current Keep America Beautiful initiatives can be found at <https://kab.org/end-littering/>

##### Goal #2 - Improve Recycling

- Information pertaining to current Keep America Beautiful initiatives can be found at <https://kab.org/improve-recycling/>

##### Goal #3 - Beautify Communities

- Information pertaining to current Keep America Beautiful initiatives can be found at <https://kab.org/beautify-communities/>

##### Goal #4 – Empower Youth

- Youth employment initiatives must directly contribute to at least one of the above-mentioned goals
- Applicants may either hire a youth group as a subcontractor, or hire individual youths
- For individual youths:
  - a) Individuals must be between 14 to 25 years of age
  - b) Salary range = local minimum wage plus \$1.00 to \$3.00 per hour
  - c) Youth Employment Verification forms are required for each youth employed

##### Goal #5 – Increase Program Capacity

- Professional development activities must directly contribute to at least one of the above-mentioned goals
- Professional development funds may be utilized for Keep America Beautiful dues and conference fees, as well as other approved events or trainings
- Event/training registration confirmations and receipts for all travel expenditures are required as backup documentation for each professional development event

## **EXHIBIT B**

### MATCHING REQUIREMENTS

This grant requires a 25% match. The following sections may be used to determine the costs and calculate totals for In-Kind & Monetary Donations, which must be reported in the End-of-Year Report.

#### Donated Goods or Services:

Entities may receive non-monetary contributions of goods or services, often referred to as “in-kind donations” from businesses, groups and individuals. Examples include private waste hauler services, “pro-bono” accounting services, food/drinks, donated advertising space, or office space in a non-government building. The dollar value of any donated goods or services is equal to the market price of the goods or services contributed. Whenever possible, submit the dollar-value in writing.

#### How to Calculate Government Costs:

Government employee time and services for which they receive government salary, overtime or compensatory time are considered a cost. If a government employee is working on a project on their own time, as a volunteer or board member, calculate their time as an in-kind donation. Government in-kind goods include hauling by sanitation vehicles, printing, and the use of consumable supplies. To calculate the value of in-kind government agency costs, estimate the market value of the goods or services provided to your affiliate and add to that the dollar-value for each hour of work given by government employees.

#### Volunteer Hours:

All volunteer hours should be documented on a Volunteer Sign-In Sheet. Each volunteer hour should be assigned the national or applicable state value provided by Independent Sector unless a professional provides a specific value for professional services. Current value for volunteer hours is available at [https://www.independentsector.org/volunteer\\_time](https://www.independentsector.org/volunteer_time) .

### GRANT AGREEMENT

The grant award will be officially executed upon receipt by NMTD of the signed grant agreement. Agreements will include two accompanying exhibits: Project Award Schedule (*Exhibit A*) and these Grant Program Guidelines (*Exhibit B*). PLEASE NOTE: Any changes or exceptions to the procedures outlined in the Grant Agreement or these Guidelines will require approval from the NMTD Cabinet Secretary.

### INITIAL DISBURSEMENT OF FUNDS

For FY21 grant awards, Partners will be eligible to receive 50% of the total award amount following the execution of the grant agreement and submission of the Initial Disbursement Invoice. This form is available for download at the NM Clean & Beautiful Grant Resources webpage.

### REIMBURSEMENT REQUIREMENTS

In order to receive reimbursement for the remaining 50% of the total award amount, Partners must submit the Final Reimbursement Request Packet at project end, but no later than June 15, 2021.

Final Reimbursement Request Packet should include:

- Final Reimbursement Invoice
- Total Project Expense Worksheet with back-up documentation\*
- End-of-Year Report
- Youth Employment Verification forms, if applicable
- Volunteer Sign-in Sheet, if applicable
- Event and trainings registration confirmations, and KAB Affiliate dues receipt, if applicable

\*Eligible back-up documentation includes:

1. Invoices *or* receipts

**AND**

2. Cleared checks, warrants, bank statements *or* an attestation by Partner’s CFO or equivalent financial authority

## **EXHIBIT B**

### SUBMISSION REQUIREMENTS

- All required forms are available for download at the NM Clean & Beautiful Grant Resources webpage (<https://www.newmexico.org/industry/work-together/grants/clean-and-beautiful/nm-clean-beautiful-grant-resources/>).
- Submission of all required forms and back-up documentation must be submitted via upload to the Survey Monkey Apply portal located at: <https://nmtourism.smapply.io/> or by email to [Lucy.Stanus@state.nm.us](mailto:Lucy.Stanus@state.nm.us)

### PROGRAM ASSISTANCE

Clean & Beautiful Grant Program Coordinator (Lucy Stanus) will establish communication schedules and provide technical assistance for all awardees. She can be reached by email at [Lucy.Stanus@state.nm.us](mailto:Lucy.Stanus@state.nm.us) or by phone at 505-660-4734.