



**CITY OF
GALLUP**

Interoffice Memorandum
Office of the City Attorney
George W. Kozeliski

Date: November 7, 2013
From: Paulette R. Diaz, Legal Asst. 
To: Alfred Abeita, City Clerk
Subject: Gallup Detox Center

AGM00068

Attached please find the fully executed **original** Memorandum of Agreement between the Navajo Nation and the City of Gallup and McKinley County regarding the Gallup Detox Center.

Please place this document in your files for safekeeping.

/prd

Attachment

xc: Patty Holland, CFO

**Memorandum of Agreement
Between
The Navajo Nation and the City of Gallup and McKinley County**

General Provisions:

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

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 ("Gallup") is duly authorized to execute and administer agreements; and

WHEREAS, the Navajo Nation ("Nation") is duly authorized to execute and administer agreements pursuant to 2 N.N.C. § 222-223; and

WHEREAS, McKinley County ("County") is duly authorized to execute and administer agreements; and

WHEREAS, all parties to this agreement desire to provide detoxification and rehabilitative programs for substance abuse matters; and

WHEREAS, the parties to this Memorandum of Agreement ("Agreement") find a need to coordinate services and prioritize detox and treatment services to ensure the public health and safety of its respective communities; and

WHEREAS, the parties agree that a framework for collaboration is necessary to ensure a sustainable partnership to provide a holistic approach to address alcohol and substance abuse issues; and

WHEREAS, the Department of Behavioral Health Services ("DBHS"), a program within the Navajo Nation Division of Health, administers prevention, detox, and treatment programs for alcohol and substance abuse; and

WHEREAS, Gallup desires to lease a property to the Nation for these purposes; and

WHEREAS, the DBHS desires to utilize building space owned by Gallup to provide such services; and

WHEREAS, all parties desire to provide financial resources for the purposes of providing detoxification and rehabilitative programs for substance abuse matters.

1. Partners to the Agreement:

This Agreement establishes a partnership between the Navajo Nation, the City of Gallup and McKinley County.

2. Purpose of the Partnership:

The purpose of the partnership is to provide financial resources to ensure comprehensive case management for individuals who are impacted by alcohol and substance abuse as well as provide prevention, treatment and after care services to individuals.

Create long term planning between the parties to this MOA to ensure continuity of comprehensive services.

Lease property to the Nation for the purposes of providing detox and rehabilitative services.

3. Funding:

Initial Costs:

The Nation agrees to provide Three Hundred and Fifty Thousand (\$350,000) to ensure the facility is brought up to all necessary standards to provide detox and after-care treatment; these funds shall be available until December 31, 2014. Gallup agrees to provide Three Hundred and Twenty Thousand (\$320,000) to ensure the facility is brought up to all necessary standards to provide detox and after-care treatment.

Annual Funding:

Gallup and the County agree to provide ten percent (10%) each of the liquor excise tax annually to the Nation for purposes of detox and after-care treatment.

4. Payment:

Gallup and the County will make payment to the Nation on or before January 1st of each year of this MOA beginning January 1, 2014. Gallup shall withhold one dollar (\$1) from such payment for purposes of the leasing arrangement identified in this MOA.

5. Navajo Nation Duties and Responsibilities:

The Nation shall be responsible for the provision of detox and after-care treatment to individuals at the facility commonly known as the Gallup Detox Center.

6. Facility Use Terms between the Nation and Gallup:

a. **Facility.** Gallup, which is the owner of the Gallup Detox Facility, agrees to allow the Nation to use the facility located at 2205 Boyd Ave. in the City of Gallup, County of McKinley and State of New Mexico. The property is improved with a building, parking lot and other accessory structures all of which are included in as part of Facility. The Nation has inspected the same and, by the execution of this MOA, accepts the same in its present condition.

b. **Term of Use.** The term of the facility's use shall begin on November 4, 2013, and unless terminated or extended shall end on October 31, 2018.

c. **Payment for use.** The Nation agrees to pay to Gallup for use of the facility during its occupation of facility the amount of One dollar (\$1.00) per year.

d. **Use of Facility.** The Nation agrees to use the facility for the purposes of an alcohol detox and treatment facility and the Nation agrees to conform and comply with all applicable laws, rules and regulations in using the said premises; and not to use or suffer to be used the premises in any manner in contravention of any applicable federal laws, rules and regulations or so as to create any nuisance.

e. **Maintenance of Facility.** Gallup agrees that it shall maintain the exterior walls, roof, foundation and all other structural components of the building including, without limitation, any major repairs or replacements to the plumbing, HVAC and electrical systems.

f. **Alterations, Additions and Improvements.** The Nation agrees that it shall be able to make any alterations or improvements whatsoever in or about the said demised premises as the Nation sees fit, with giving consultation to Gallup of the proposed alterations and improvements and the same shall be done at the Nation's expense and in accordance and compliance with all applicable county, state and federal laws, rules, and regulations.

g. **Assignment of Facility.** The Nation hereby agrees that it will not assign its rights under this MOA for use of the facility, without first obtaining the written consent of Gallup. The consent of Gallup shall not be unreasonably withheld.

h. **Destruction of Facility.** The Nation and Gallup agree that at any time during the term of this MOA, or any extension or renewal thereof, that the Facility shall be totally or partially destroyed by fire, earthquake, or other calamity, then Gallup shall have the option to rebuild or repair the same. If Gallup decides to do such rebuilding or repairing, the same shall be commenced within the period of sixty (60) days after such destruction or damage, and to rebuild or repair the same in as good condition as they were immediately prior to such calamity. Should the premises be unfit to conduct business, or be repaired in any short period of time, not to exceed six (6) months, the Nation may cancel the agreement and vacate the Facility with no further obligation.

i. **Controlling Law.** The facility use portion of the MOA shall be construed and enforced in accordance with the laws of the State of New Mexico. This provision has no effect on any other section of the MOA.

7. Duration of Agreement:

This MOA herein entered into between the Gallup, the Nation and the County shall become effective immediately upon delivery and execution of this Agreement by all parties. It shall remain in force for five (5) years or until each party mutually agrees to renew, modify or terminate this agreement upon thirty (30) days' prior written notice or the non-appropriation of funds as described herein.

8. Sovereign Immunity:

Nothing herein shall be considered as a waiver, express or implied, of the sovereign immunity of the Navajo Nation except to the extent provided for in the Navajo Nation Sovereign Immunity Act, 1 N.N.C. §§ 551 *et seq.*

9. Failure of Legislature to appropriate:

The parties agree that notwithstanding any provisions of this Agreement to the contrary, performance under this Agreement by the parties shall be dependent upon the appropriation of funds by the State Legislature of New Mexico, the Navajo Nation Council and the United States Congress of sufficient monies for the purpose of funding this Agreement.

10. Notices and Payment:

Any notice or payment required or permitted to be given hereunder shall be deemed given upon the earlier of (a) actual receipt by the other party or (b) three (3) days after deposit into the United States Postal Service, postage prepaid, certified or registered mail, addressed to:

If to the Nation:

Theresa Galvan
The Navajo Nation
Department of Behavioral Health Services
P.O. Box 709
Window Rock, AZ 86515

If to Gallup:

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

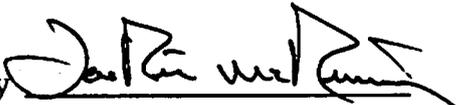
If to County:

County Manager
County of McKinley
207 West Hill St.
Gallup, NM 87301

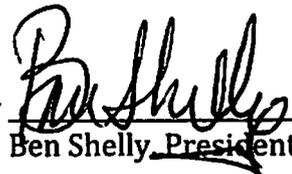
Approval:

Therefore, we, the undersigned parties to this agreement, have duly considered the content herein and place our endorsing signatures herewith upon this 24th day of October, 2013.

THE CITY OF GALLUP

By 
Jackie McKinney, Mayor

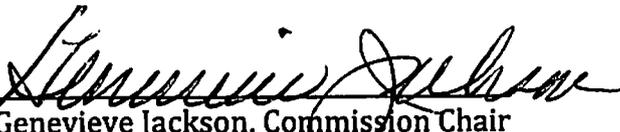
THE NAVAJO NATION

By 
Ben Shelly, President

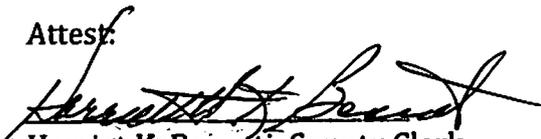
Attest:


Alfred Abeita, City Clerk

MCKINLEY COUNTY

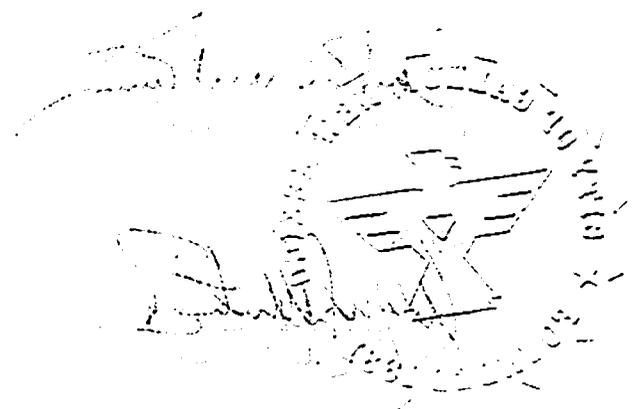
By 
Genevieve Jackson, Commission Chair

Attest:


Harriet K. Becenti, County Clerk

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