



Lower Rio Grande Public Water Works Authority
 Sign In Sheet Page 1 of 1

Date: August 17, 2016 Time: 9:30 AM Places: Vado Office Event: LRG PWWA Regular Board Meeting

Signature	Print Name, Title, Company or Agency Represented	Contact Information	Email Address
	MARTIN LOPEZ, PM LRG PWWA	575-571-3628	martin.lopez@lrpwwa.org
	John Holsuir LRG PWWA	575-695-9007	jholsuir@pwwa
	Robert Wicks MAYORAL OFFICE LRG PWWA	505-636-3851	
	Mike Miller Attorney	970-303-7852	
	Jennifer Hill Senior Engineer PWS TA	505-0500	jhill@dksstephens.com
	Fabio Lopez Finance Manager LRG PWWA	(505) 640-4330	
	Mike Lopez Finance Manager LRG PWWA	(575) 233-5742	
	Harold Gomez Rep. Benjamin Gomez	575-621-3999	34 Tres Caballos Mercuritecna
	Rep. Benjamin Gomez	575-642-1379	bebgomez@pwsn.com
	Michael Lopez LRG PWWA	635-3924	
	Karen Wicks, PM LRG PWWA	95 203 2057	Karen.Wicks@lrpwwa.org

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LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Minutes—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, August 17, 2016 at our Vado Office, 325 Holguin Rd., Vado, NM

NOTE: Minutes are a DRAFT until approved & signed by the Board of Directors

- I. **Call to Order, Roll Call to Establish Quorum:** Chairman John Holguin, representing District #4, called the meeting to order at 9:40 a.m. and called the roll. Mr. Raymundo Sanchez representing District #1 was present telephonically, Ms. Alma Boothe representing District #2 was absent, District #3 is vacant, Mr. Roberto Nieto representing District #5 was present, Mr. Mike McMullen representing District #6 was present, and Mr. Furman Smith representing District #7 was absent. Staff members present were General Manager Martin Lopez, Operations Manager Mike Lopez, Finance Manager Kathi Jackson, Projects Manager Karen Nichols, and Projects Specialist Liza Lopez. Also present were Jennifer Hill, an engineer with Daniel B. Stephens and Associates, Josh Smith, LRGPWWA Attorney, Esperanza Holguin from HUD, NM State Representative Bill Gomez, and community member Hilario Gomez. David Torres from NMED and Kelly Baker from Daniel B. Stephens and Associates were present telephonically.
- II. **Pledge of Allegiance:** Mr. John Holguin led the pledge.
- III. **Appointment of Director to fill District 3 Vacancy**
 - A. **Letter(s) of Interest:** The Board read the Letter of Interest provided by Virginia Gomez and the motion to appoint Ms. Gomez to the board was made by Mr. Nieto. Mr. McMullen seconded the motion and it passed with none opposed.
 - B. **Swearing-In of new Director for District 3:** Because Ms. Gomez was not present at today's meeting, her swearing-in as the new Director for District #3 has been postponed until the Regular Board meeting in September.
- IV. **Motion to approve the Agenda:** Mr. Holguin re-ordered the agenda, placing items X.A, X.B, X.C, X.E, and X.F after Item V on the Agenda. Mr. Nieto made the motion to approve the modified agenda and Mr. McMullen seconded the motion. The motion passed with none opposed.
- V. **Motion to approve the minutes**
 - A. **Of the July 20, 2016 Regular Board Meeting:** Mr. McMullen made the motion to approve these minutes and Mr. Nieto seconded the motion. The motion carried with none opposed.
 - B. **Of the July 28, 2016 Special Board Meeting:** Mr. Nieto made the motion to approve the minutes of the Special Board Meeting and Mr. McMullen seconded the motion. The motion passed with none opposed.
- VI. **Guest Presentations:** (This Item followed Item X). Ms. Karen Nichols introduced Jennifer Hill, an engineer with Daniel B. Stephens and Associates, who presented the final draft of the LRGPWWA Source Water Protection Plan, which was funded through NMED. Also present telephonically during the presentation were David Torres from NMED, and Kelly Baker from Daniel B. Stephens and Associates, who was the primary author of the LRGPWWA Source Water Protection Plan.
- VII. **Public Input:** (This Item followed Item X). Mr. Hilario Gomez, who lives on Tres Caballos Road, expressed concern about the conditions of the road and the costs to repair Tres Caballos Road and others in the area. Mr. Martin Lopez and Mr. John Holguin told him they understood his concerns but reminded him that the road was a private road, not a County road, and that the road had been left in good condition after the water lines had been installed. Representative Bill Gomez discussed the pending changes to the LRGPWWA Statute, and Ms. Esperanza Holguin asked Mr. Mike Lopez, Operations Manager for the LRGPWWA, if he could provide her with a map showing which roads were

private in the LRGPWWA service area because she will be working on the transfer of some of these private roads to Dona Ana County in the future.

VIII. Managers' Reports These Items followed Item X).

- A. General Manager:** Mr. Martin Lopez provided a written report and stood for questions. He advised the Board that the North American Development Bank was having a public meeting on August 24, 2016 and had invited the Board and staff of the LRGPWWA to attend. He also advised the Board about a Department of Transportation public meeting regarding the NM Highway 404 capacity and safety study, and discussed comments that he had provided to proposed policy changes to the NM Colonias Infrastructure Fund.
- B. Projects:** Ms. Karen Nichols provided a written report and stood for questions. She told the Board that the contractor on the Brazito Water System Improvements Project had completed all of the punch list items, and that the attorney for the LRGPWWA had notified the contractor that one day of liquidated damages (\$1,000) would be assessed. She told the Board about the WRRRI Workshop she had attended on August 16, 2016, and the tour of the Brackish Water Research Facility in Alamogordo that was part of the workshop.
- C. Operations:** Mr. Mike Lopez provided a written report and stood for questions. Mr. Holguin asked Mr. Mike Lopez if the LRGPWWA had any problems with arsenic, and Mr. Mike Lopez advised him that there were no problems and all tests were well within the acceptable limits. He also told the Board that the LRGPWWA had pumped about 5 million more gallons of water this year than they had at this time last year.
- D. Finance:** Ms. Kathi Jackson stood for questions. She advised the Board that because she has been working with the auditors she didn't have time to prepare a written report but she would answer any questions they might have. There were no questions, so the Board moved on to the next Item on the agenda.

IX. Unfinished Business: None (This Item followed Item X).

X. New Business (These Items followed Item V on the Agenda)

- A. Motion to authorize End-of Year Function:** Mr. Martin Lopez told the Board that this was on today's agenda in order to have the time to make reservations or plan the function once the date was picked. Mr. Holguin asked if any LRGPWWA funds would be used for the function and Mr. Martin Lopez advised him that the Authority usually purchased the main meal. Mr. Nieto made the motion to authorize the end-of-year function and Mr. McMullen seconded the motion. The motion passed with none opposed.
- B. Motion to approve travel and attendance funds for upcoming conferences, Legislative Committee Hearings, and 2017 Legislature:** Mr. Nieto made the motion to approve travel and attendance funds and Mr. McMullen seconded the motion. The motion passed with none opposed.
- C. Motion to Approve Memorandum of Understanding with the South Central Council of Governments for SAP-16-A2251-STB:** Mr. Martin Lopez explained to the board that because there was a finding in last year's audit regarding fixed assets, it was necessary for the LRGPWWA to have a fiscal agent. Ms. Kathi Jackson advised the Board that this only affected Capital Outlay Funds. Mr. Martin Lopez also informed the Board that Items X.D, E and F of the Agenda were all related. Mr. McMullen made the motion to approve the Memorandum of Understanding and Mr. Nieto seconded the motion. The motion passed with none opposed.

- D. Motion to Approve Memorandum of Understanding with the South Central Council of Governments for SAP 16-A2252-STB:** Mr. McMullen made the motion to approve this Memorandum of Understanding and Mr. Nieto seconded the motion. The motion passed with none opposed.
- E. Motion to Approve Grant Agreement for SAP 16-A2251-STB:** Mr. McMullen made the motion to approve the Grant Agreement and Mr. Nieto seconded the motion. The motion passed with none opposed.
- F. Motion to Approve Grant Agreement for SAP 16-A2252-STB:** Mr. McMullen made the motion to approve the Grant Agreement and Mr. Nieto seconded the motion. The motion passed with none opposed.
- G. Motion to convene in closed session after Items VI, VII, and VIII pursuant to NMSA 1978 10-15-1 H.8., Discussion of the purchase, acquisition or disposal of real property or water rights:** Mr. Nieto made the motion to convene in closed session and Mr. McMullen seconded the motion. The motion passed with none opposed, and the Board convened in closed session at 10:42 a.m. Roll Call Vote: District #1 (Mr. Sanchez) voted yes; #2 (Ms. Boothe) was absent; #3 (vacant); #4 (Mr. Holguin) voted yes; #5 (Mr. Nieto) voted yes; #6 (Mr. McMullen) voted yes; and #7 (Mr. Smith) was absent.
- H. Motion to reconvene in open session:** Mr. Nieto made the motion to reconvene in open session at 11:07 a.m. and Mr. McMullen seconded the motion. The motion passed with none opposed.
- I. Statement by the Chair that the matters discussed in the closed meeting were limited only to those specified in the motion for closure:** Mr. Holguin made the statement that the matters discussed were limited only to those specified in the motion for closure.
- J. Action, if any, related to the matters discussed in closed session:** Mr. Nieto made the motion to allow LRGPWWA staff to research the purchase of water rights and to investigate potential funding sources for the purchase of these water rights. Mr. McMullen seconded the motion and it passed with none opposed.
- XI. Other discussion and agenda items for next meeting: 9:30 a.m. Wednesday, September 21, 2016 at the East Mesa Office:**
- A. Have any Board Members participated in training? If so, please provide a copy of your certificate to staff.**
 - B. Infrastructure Finance Conference registration: October 26-28, 2016 in Ruidoso, NM- Registration opens on July 31st**
 - C. NM WRRRI Conference registration: October 5-7 in Silver City, NM- Registration is open now**
 - D. September 21, 2016 Board Meeting may need to be moved due to NMFA Oversight Committee Meeting**
 - E. Swearing-In of Virginia Gomez, newly appointed Director for District 3**
 - F. LRGPWWA Financial Statements**
- XII. Adjourn:** Mr. McMullen made the motion to adjourn. Mr. Smith seconded the motion and it carried unanimously. Mr. Nieto declared the meeting adjourned at 11:09 a.m.

Minutes approved September 21, 2016

John Holguin, Chairman (District 4)

Michael McMullen, Vice-Chairman (District 6)

ABSENT

Alma Boothe, Secretary (District 2)

Raymundo Sanchez, Director (District 1)

VACANT

Director (District 3)

Roberto Nieto, Director (District 5)

ABSENT

Furman Smith, Director (District 7)

Virginia Gomez
400 Dawson Rd.
La Mesa, NM. 88044

July 24, 2016

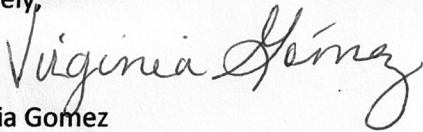
John Holguin, Chairman
Lower Rio Grande PWWA
P.O. Box 2646
Anthony, NM. 88021

Dear Chairman John Holguin

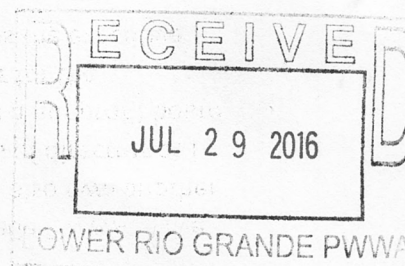
I was informed about an opening on the board of directors for the Lower Rio Grande PWWA. I live on 400 Dawson Road and receive water service from the Lower Rio Grande PWWA. I also own another residence at 13,801 Montes Road. I have had a lot of experience working with boards of directors as I was the director of the Senior Citizen programs for Dona Ana County and reported to a nonprofit board of directors. I have also been involved in the past for many years as a district director for the Democratic Party of Dona Ana County. The District Directors and the Officers serve as the executive directors for the party in the county.

I would like to apply for the vacant position on the Board of Directors representing the La Mesa area within the Lower Rio Grande PWWA. I feel my past experience will provide me with the ability to serve the residents from the La Mesa on the regional water association.

Sincerely,



Virginia Gomez



LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Meeting Notice & Agenda—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, August 17, 2016 at our Vado Office, 325 Holguin Rd., Vado, NM

Agendas are final 72 hours prior to the meeting and may be obtained at any LRGPWWA Office—call 575-233-5742 for information

- I. Call to Order, Roll Call to Establish Quorum: District #1 (Mr. Sanchez) ____, #2 (Ms. Boothe) ____, #3 (Vacant) #4 (Mr. Holguin) ____, #5 (Mr. Nieto) ____, #6 (Mr. McMullen) ____, #7 (Mr. Smith) ____
- II. Pledge of Allegiance
- III. Appointment of Director to fill District 3 Vacancy
 - a. Letter(s) of Interest
 - b. Swearing-In of new Director for District 3
- IV. Motion to approve the Agenda
- V. Motion to approve the minutes
 - a. Of the July 20, 2016 Regular Board Meeting
 - b. Of the July 28, 2016 Special Board Meeting
- VI. Guest Presentations
 - a. Jennifer Hill, Engineer with Daniel B. Stephens and Associates, Inc., will present the final draft of the LRGPWWA Source Water Protection Plan
- VII. Public Input—15 minutes total allotted for this item, 3 minutes per person
- VIII. Managers' Reports
 - a. General Manager
 - b. Projects
 - c. Operations
 - d. Finance
- IX. Unfinished Business- NONE
- X. New Business
 - a. Motion to authorize End-of-Year Function
 - b. Motion to approve travel and attendance funds for upcoming conferences, Legislative Committee Hearings, and 2017 Legislature
 - c. Motion to Approve Memorandum of Understanding with the South Central Council of Governments for SAP 16-A2251-STB
 - d. Motion to Approve Memorandum of Understanding with the South Central Council of Governments for SAP 16-A2252-STB
 - e. Motion to Approve Grant Agreement for SAP 16-A2251-STB
 - f. Motion to Approve Grant Agreement for SAP 16-A2251-STB
 - g. Motion to convene in closed session pursuant to NMSA 1978 10-15-1 H.8, Discussion of the purchase, acquisition or disposal of real property or water rights. Roll Call Vote: District #1 (Mr. Sanchez) ____, #2 (Ms. Boothe) ____, #3 (vacant), #4 (Mr. Holguin) ____, #5 (Mr. Nieto) ____, #6 Mr. McMullen) ____, #7 (Mr. Smith) ____
 - h. Motion to reconvene in open session
 - i. Statement by the Chair that the matters discussed in the closed meeting were limited only to those specified in the motion for closure
 - j. Action, if any, related to the matters discussed in closed session.
- XI. X .Other discussion and agenda items for next meeting at 9:30 a.m. Wednesday, September 21, 2016 at the East Mesa Office:
 - a. Have any Board Members participated in training? If so, please give us a copy of your certificate.
 - b. Infrastructure Finance Conference registration: October 26-28, 2016 in Ruidoso, NM
 - c. NM WRRRI Conference registration: October 5-7 in Silver City, NM
 - d. September 21, 2016 Board Meeting may need to be moved due to NMFA Oversight Committee Meeting
- XII. Adjourn

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aide or service to attend or participate in the hearing or meeting, please contact the LRGPWWA office at 575-233-5742, PO Box 2646, Anthony NM 88021 OR 215 Bryant St., Mesquite NM at least one week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the LRGPWWA office if a summary or other type of accessible format is needed.

Si usted es una persona con una discapacidad que necesita un lector, amplificador, intérprete de lenguaje de signos o cualquier otra forma de ayudante auxiliar o servicio para asistir o participar en la audiencia o reunión, póngase en contacto con la oficina de LRGPWWA, 575-233-5742, PO Box 2646, Anthony, NM 88021 o 215 Bryant St., Mesquite, NM por lo menos una semana antes de la reunión o tan pronto como sea posible. documentos públicos, incluyendo el orden del día y actas, pueden proporcionarse en diferentes formatos accesibles. Póngase en contacto con la oficina LRGPWWA si es necesario un resumen u otro tipo de formato accesible.

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Minutes—REGULAR BOARD OF DIRECTORS MEETING

9:30 a.m. Wednesday, July 20, 2016 at our Vado Office, 325 Holguin Rd., Vado , NM

NOTE: Minutes are a DRAFT until approved & signed by the Board of Directors

- I. **Call to Order, Roll Call to Establish Quorum:** Chairman Roberto Nieto called the meeting to order at 9:30 a.m. and called the roll. Mr. Raymundo Sanchez representing District #1 was absent, Ms. Alma Boothe representing District #2 was absent, Ms. Blanca Martinez representing District #3 was absent, Mr. John Holguin representing District #4 was present, Mr. Nieto representing District #5 was present, Mr. Mike McMullen representing District #6 was present, and Mr. Furman Smith representing District #7 was present. Staff members present were General Manager Martin Lopez, Operations Manager Mike Lopez, Finance Manager Kathi Jackson, Projects Manager Karen Nichols, and Projects Specialist Liza Lopez. Also present were community members Esperanza Jimenez, Johnny Lechuga, Ray Avelar, and Orlando Jimenez, attorney Josh Smith, NM Café member Johana Bencomo, and NM State Representative Bill Gomez.
- II. **Pledge of Allegiance:** Mr. Martin Lopez led the pledge.
- III. **Motion to approve the Agenda:** Mr. Smith made the motion to approve the agenda with the changes made to it (Items IX.A and IX.B were postponed). Mr. Holguin seconded the motion to approve the revised agenda and the motion carried with none opposed.
- IV. **Motion to approve the Minutes of the June 15, 2016 Regular Board Meeting:** Mr. McMullen made the motion to approve the minutes and Mr. Smith seconded the motion. The motion carried with none opposed.
- V. **Guest Presentations – None**
- VI. **Public Input—15 minutes total allotted for this item, 3 minutes per person –** Mr. Johnny Lechuga asked the Board about the status of the Veteran’s Road Project. Projects Manager Karen Nichols explained that the design phase of the project was nearly complete. This would be followed by a 30 day bidding process, and the construction process itself, which should not take a long time to complete. Mr. John Holguin thanked Mr. Lechuga for attending the Board Meeting and stated that he understood his concerns and assured him that the project was progressing as planned. Mr. Orlando Jimenez read a letter expressing his dissatisfaction with the LRGPWWA’s current disconnection policies and asked that these policies be reconsidered and revised. Mr. Martin Lopez assured him that the LRGPWWA did offer payment arrangements to avoid disconnection and clarified that the \$20.00 fee was not a reconnection fee but a delinquency fee. Mr. Jimenez thanked the Board for their time, stated that he felt he just needed to let the Board know what had happened and asked that these policies be reconsidered and revised. Mr. John Holguin told Mr. Jimenez that the issue would be looked into and suggested a LRGPWWA work session to review the disconnection policy. Ms. Johana Bencomo, a member of NM Café, addressed the Board regarding concerns with infrastructure, specifically problems with area roads such as Cebolla, Tres Caballos, and Tarín. She told the Board that because the problems had not been addressed, community members and NM Café had sourced materials to repair Cebolla Road and invited LRGPWWA Board Members and Staff to an upcoming celebration of the road repairs. Mr. John Holguin thanked her for keeping the Board informed. Mr. Martin Lopez told her that what her organization and the community were doing was commendable. He also expressed concern that manhole covers and water valves had been buried on Tres Caballos when gravel had been spread over that road. Ms. Bencomo assured the Board that line locates had been called in for Cebolla Road and asked for any assistance/input the LRGPWWA would be willing to provide.

VII. Managers' Reports

- A. General Manager:** Mr. Martin Lopez provided a written report and stood for questions. He advised the Board that an individual was interested in buying an old LRGPWWA tank site, and that this might become a future agenda item if there was a consensus. Mr. Holguin asked him about the proposed LRGPWWA arsenic treatment facility in Berino and Mr. Martin Lopez told him that LRGPWWA staff had toured arsenic treatment facilities in Socorro, NM in preparation for the upcoming construction of the LRGPWWA's own facility. He reminded the Board that the final programmed water rate increase took effect on July 1, 2016 and presented a spreadsheet/survey showing LRGPWWA water and sewer rates in comparison to other systems' rates, and showing that the LRGPWWA's residential water rates were still below the State average.
- B. Projects:** Ms. Karen Nichols provided a written report and stood for questions. Mr. Holguin asked if there were any grants available for brackish water treatment. Ms. Karen Nichols told him there were no specific grants for brackish water and that the process itself was very expensive, particularly disposing of the brine that is produced during the treatment of the water. Representative Gomez suggested that LRGPWWA Staff tour the brackish water research facility in Alamogordo, NM. Ms. Karen Nichols informed the Board that she was asked to be a presenter at this year's NM Infrastructure Conference. LRGPWWA Staff will also be attending the Water and Natural Resources Committee and NMFA Oversight Committee meetings in September and will be giving presentations at those meetings. Ms. Karen Nichols provided a copy of the Source Water Protection Plan for Board members and reminded them that the final plan would be presented at the Regular Board meeting on August 20, 2016.
- C. Operations:** Mr. Mike Lopez provided a written report and stood for questions. He told the Board that the LRGPWWA had pumped 52 million gallons of water for the month of June. Mr. Nieto asked if there had been any problems and Mr. Mike Lopez told him there had been no serious problems. Mr. Mike Lopez showed the Board a copy of the new vinyl logo that was going to be placed on the new trucks.
- D. Finance:** Ms. Kathi Jackson stood for questions. She reminded the Board that because her department was short-handed, and because of the implementation of new software, the FY-2016 4th quarter Financial Report and the final budget for FY-2017 would be presented at a special board meeting on July 28, 2016.

VIII. Unfinished Business : None

IX. New Business

- A. Motion to approve Resolution FY-2017-01 4th quarter FY-2016 Financial Report- POSTPONED**
- B. Motion to adopt Resolution FY-2017-02 Adopting Final Budget for Fiscal Year 2017-POSTPONED**
- C. Motion to accept the resignation of Blanca Martinez, Director for District 3, and pursue active recruitment of a new Director for District 3:** Mr. Martin Lopez told the Board that because of a conflict in her schedule, Blanca Martinez would be unable to serve as Director for District 3 and had tendered her resignation from the Board. Mr. Smith made the motion to accept the resignation of Blanca Martinez and pursue active recruitment of a new Director for District 3. Mr. Holguin seconded the motion and it passed with none opposed.
- D. Motion to accept Mr. Nieto's resignation as Chairperson of the LRGPWWA Board effective immediately following the adjournment of this meeting (Vice-Chairperson assumes the office of Chairperson upon resignation of the Chairperson per LRGPWWA Governance Document 2.02 G.2.):** Mr. Nieto addressed the Board and stated that while he would finish out his term as a Director for District 4, he would be resigning as Chairperson of the Board due to medical issues, and John Holguin

would be assuming the office of Chairperson per LRGPWWA Governance Document 2.02 G.2. Mr. Smith made the motion to accept Mr. Nieto's resignation as Chairperson of the LRGPWWA Board and Mr. McMullen seconded the motion. The motion passed with none opposed.

- E. Appointment of Acting Vice-Chairperson of the LRGPWWA Board of Directors:** The floor was opened for nominations and Mr. Holguin nominated Mr. McMullen, the Director for District 6. Mr. Smith seconded the nomination and it was put to a vote. Three Directors voted in favor of Mr. McMullen and one Director (Mr. McMullen) abstained. Mr. McMullen was then appointed Acting Vice-Chairperson of the LRGPWWA Board of Directors.
- F. Motion to adopt Resolution FY-2017-03 authorizing SCCOG Membership for FY-17 and appointing a representative and an alternate:** Mr. Nieto appointed Finance Manager Kathi Jackson as a representative and John Holguin, director for District 4 as an alternate. Mr. Holguin made the motion to adopt Resolution FY-2017-03 authorizing SCCOG membership for FY-17 and Mr. McMullen seconded the motion. The motion passed with none opposed.
- G. Motion to adopt Resolution FY-2017-04 amending Loan Grant Agreement for 252-WTB:** Mr. Smith made the motion to adopt Resolution FY-2017-04 and Mr. McMullen seconded the motion. The motion passed with none opposed.
- H. Motion to approve Amendment to the LRGPWWA Bulk Water Agreement:** Mr. Martin Lopez explained the proposed changes to the LRGPWWA Bulk Water Agreement, explaining that the minimum monthly charge would be changed and that the billing cycle information would be updated. Mr. Holguin made the motion to approve the amendment to the Bulk Water Agreement and Mr. McMullen seconded the motion. The motion passed with none opposed.
- I. Motion to approve Amendment to the LRGPWWA Customer Users Agreement:** Mr. Martin Lopez told the Board that the amendment would outline LRGPWWA procedures for meter errors (over-registering). Mr. Smith made the motion to approve the amendment to the Customer Users Agreement and Mr. McMullen seconded the motion. The motion carried with none opposed.
- J. Motion to approve Engineering Services Agreement with Bohannon Huston for the 252-WTB Project:** Mr. Martin Lopez explained that this agreement was necessary due to the statutory expiration of the old contract. Ms. Karen Nichols explained the contract for the Berino Area Water Supply Project to the Board. Mr. McMullen made the motion to approve the Engineering Services Agreement with Bohannon Huston and Mr. Smith seconded the motion. The motion carried with none opposed.
- X. Motion to convene in closed session at 10:44 A.M., pursuant to NMSA 1978 10-15-1 H.7- threatened or pending litigation:**

 - A. Roll Call Vote: District # 1 (Mr. Sanchez) ABSENT #2 (Ms. Boothe) ABSENT, #3 (VACANT), #4 (Mr. Holguin)YES, #5 (Mr. Nieto)YES, #6 (Mr. McMullen)YES, #7 (Mr. Smith)YES**
 - B. Motion to reconvene in open session at 10:54 A.M.:** Mr. Smith made the motion to reconvene in open session. Mr. McMullen seconded the motion. The motion passed with none opposed.
 - C. Statement by the Chair that the matters discussed in the closed meeting were limited only to those specified in the motion for closure:** Mr. Nieto stated that the matters discussed in the closed meeting were limited only to those specified in the motion for closure.
 - D. Action, if any, related to threatened or pending litigation:** Mr. Holguin made the motion to authorize Attorney Josh Smith to contact the City of Las Cruces regarding the Jornada Water System's service area. Mr. Smith seconded the motion and it passed with none opposed.
- XI. Other discussion and agenda items for next meeting: 9:30 a.m. Wednesday, August 17, 2016 at the Vado Office:**

- A. Have any Board Members participated in training? If so, please provide a copy of your certificate to staff.
- B. Presentation of the Source Water Protection Plan by D.B. Stephens
- C. Infrastructure Finance Conference registration: October 26-28, 2016 in Ruidoso, NM- Registration opens on July 31st
- D. NM WRRRI Conference registration: October 5-7 in Silver City, NM- Registration is open now
- E. Authorize End of Year function
- F. September 21, 2016 Board Meeting may need to be moved due to NMFA Oversight Committee Meeting
- G. Disposal of Property

XII. **Adjourn:** Mr. McMullen made the motion to adjourn. Mr. Smith seconded the motion and it carried unanimously. Mr. Nieto declared the meeting adjourned at 11:09 a.m.

Minutes approved August 17, 2016

Roberto Nieto, Chairman (District 5)

John Holguin, Vice-Chairman (District 4)

ABSENT

Alma Boothe, Secretary (District 2)

ABSENT

Raymundo Sanchez, Director (District 1)

VACANT

Director (District 3)

Michael McMullen, Director (District 6)

Furman Smith, Director (District 7)

LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY

Minutes—SPECIAL BOARD OF DIRECTORS MEETING

1:30 p.m. Thursday, July 28, 2016 at our Vado Office, 325 Holguin Rd., Vado, NM

NOTE: Minutes are a DRAFT until approved & signed by the Board of Directors

- I. **Call to Order, Roll Call to Establish Quorum:** Chairman John Holguin called the meeting to order at 1:30 pm and called the roll. Mr. Raymundo Sanchez representing District #1 was absent, Ms. Alma Boothe representing District #2 was present, District #3 director's position is vacant, Mr. John Holguin representing District #4 was present, Mr. Roberto Nieto representing District #5 was present, Mr. Mike McMullen representing District #6 was present, and Mr. Furman Smith representing District #7 was present telephonically. Staff members present were General Manager Martin Lopez, Finance Manager Kathi Jackson, Projects Manager Karen Nichols, and Projects Specialist Liza Lopez.
- II. **Pledge of Allegiance:** Mr. John Holguin led the Pledge of Allegiance.
- III. **Motion to approve the Agenda:** No changes were made to the agenda. Mr. Nieto made the motion to approve the Agenda. Mr. McMullen seconded the motion and it passed with none opposed.
- IV. **New Business:**
 - A. **Amendment to Engineering Agreement with Molzen-Corbin for SCADA Project:** Projects Manager Karen Nichols explained to the Board that the engineering firm had sent bid documents in to NMED-CPB for review, who noted that the project was over the scheduled time limit. The amendment to the Engineering Agreement was to change the time schedule for the project by adding additional time for the project to be completed. Mr. McMullen made the motion to approve the amendment to the Engineering Agreement and Mr. Nieto seconded the motion. The motion carried with none opposed.
- V. **Unfinished Business:**
 - A. **Motion to approve Resolution FY-2017-01 4th Quarter FY-2016 Financial Report:** Mr. McMullen made the motion to approve the 4th Quarter Financial Report for the FY-2016 fiscal year. Mr. Nieto seconded the motion and it passed with none opposed.
 - B. **Motion to adopt Resolution FY-2017-02 adopting Final Budget for Fiscal Year 2017:** Mr. Martin Lopez and Ms. Kathi Jackson advised the Board that the proposed final budget for fiscal year 2017 had been adjusted by approximately \$300,000. Mr. Nieto asked about changes in staff salaries and Mr. Lopez advised him that the budgeted amount had increased by approximately \$100,000, or by approximately 5%. Ms. Karen Nichols also advised the Board that the growth in the budget also reflected an increase in customer connections. Mr. Nieto made the motion to adopt Resolution FY-2017-02 adopting the final budget for the 2017 fiscal year. Mr. McMullen seconded the motion and it passed with none opposed.
- VI. **Adjourn:** Mr. Nieto made the motion to adjourn the Special Meeting of the LRGPWVA Board of Directors. Mr. Smith seconded the motion and it passed unanimously. Mr. Holguin declared the meeting adjourned at 1:38 p.m.

Minutes approved August 17, 2016

John Holguin, Chairman (District 4)

Michael McMullen, Vice-Chairman (District 6)

Alma Boothe, Secretary (District 2)

ABSENT

Raymundo Sanchez, Director (District 1)

VACANT

Director (District 3)

Roberto Nieto, Director (District 5)

Furman Smith, Director (District 7)

LRGPWWA
Manager's Report
August 17, 2016

-) Karen and I provided comments to proposed policy changes to the NM Colonias Infrastructure Fund-Attached
-) Met with DAC Planning, Tierra Del Sol Housing (TDS) and Private Developer pertaining to the feasibility of a proposed Subdivision (64 Residential Lots) to be located on the old McNally property in Berino
-) Invoiced TDS for water rights for the Bishops Cap Subdivision located adjacent to Parque Subdivision (Berino) for 8 residential lots
-) Placed an ad in the Las Cruces Bulletin for LRGPWWA vacancies
-) 4 LRGPWWA field staff will attend a NMPRC Pipeline Safety class in the fall in lieu of penalties for damaging a marked utility and not locating a water line



www.LRGauthority.org

LOWER RIO GRANDE

Public Water Works Authority

325 Holguin Road

Vado, New Mexico 88072

(575) 233-5742

July 26, 2016

New Mexico Colonias Infrastructure Board of Directors
C/O Zach Thomas, Senior Water Resources Administrator
colonias@nmfa.net

Dear Chairman Moore and Colonias Infrastructure Board Members:

Thank you for the opportunity to comment on proposed amendments to the Project Fund Project Selection and Management Policies. We offer the following comments for your consideration:

Page 2 lines 38-40:

3. Safe Drinking Water Act Compliance, including acute and chronic risk contaminants, that result in three violations in the past year so long as the project addresses the existing or imminent threats;

This only addresses Safe Drinking Water Act Compliance, should include Clean Water Act (sewage collection & treatment) Compliance as well. Also, doesn't this reward complacency? Shouldn't an entity that is being proactive in their approach to compliance have priority over one that has chosen to ignore a situation until it becomes a violation? Ethical water/wastewater operators will avoid a utility that waits until the third strike in order to protect their licenses.

The deleted criteria seems more fair and sensible given that EPA is continuously reviewing contaminants and contaminant levels for regulation:

~~3. Safe Drinking Water Act compliance for projects with the following conditions:~~

~~(a) Acute and chronic risk contaminants and treatment technique requirements will be considered for systems that have violations in the past year and if the proposed project addresses the existing or 1 imminent threats; or~~

~~(b) Federal regulations compliance will be considered if the system has a certified operator and the proposed project will enable the system to comply with federal regulations.~~

Page 4 lines 1-9:

i. Project provides "regionalization" of several smaller water systems and/or provides regional service which replaces individual well-septic systems. Applicant has collaborated with all adjacent governmental, municipal interests, sanitation districts, water associations, and/or private ownerships within five miles of current service area. Project incorporates an area >80% of the population within an area. Project proposes to "share" infrastructure or manpower, equipment, processes, etc. Project has multiple partners who have entered into a Joint Powers Agreement for the proposed project.

Five criteria are stated here, how many have to be met to receive consideration?

This requirement seems highly unrealistic: "Applicant has collaborated with all adjacent governmental, municipal interests, sanitation districts, water associations, and/or private ownerships within five miles of current service area." Not all adjacent entities have any interest or stake in a given project, and not all may even be willing to collaborate. Documentation that outreach to neighboring entities has been done should suffice. Five miles is a rather extreme distance as well.

This sentence makes no sense: "Project incorporates an area >80% of the population within an area." What does this mean?

Page 6 lines 20-23

Waiver requests for the loan component are permitted for entities with a Median Household Income at or below 75% of the New Mexico Median Household Income or with a demonstrated hardship as determined by NMFA.

How will Median Household Income be determined? Census data? Surveys? What criteria will NMFA use to determine hardship?

We tremendously appreciate all of your hard work on behalf of colonias residents in southern New Mexico.

Best regards,


Martin G. Lopez, General Manager

**LOWER RIO GRANDE PUBLIC WATER WORKS AUTHORITY
PROJECTS REPORT – 8/17/16**

Authority Construction Projects:

LRG-11-02.2 – Mesquite-Brazito Sewer Project – Bohannon Huston, Inc. – LOC-Design Stage – NMFA PG/SAP funded Planning, \$30k 2014 SAP, \$540,608 2014 CITF (10% Loan), USDA-RD Loan \$357,000 @ 3.250%, Grant \$1,194,919, Colonias Grants of \$6,356,474 & \$119,407: NMDOT coordination underway describing NM 478 impact and pipeline location discussions. Area base mapping is nearly completed, with utility locates and supplemental field planimetrics progressing. Preliminary design and land acquisition activities are underway, and are focusing on the lift station sites to identify property that can be acquired. Critical easements necessary for specific pipeline routes have been defined and property owner negotiations underway. All collection pipelines design will be re-defined based on this revised layout, and further easements will be identified from those final locations. Preliminary Design for 30% deliverable by end of August is planned for display in public meeting.

LRG-11-03 – Interconnect & Looping Project – see 12-01 Authority PER

LRG-11-04 – Berino/ Mesquite-Del Cerro Water System Project WTB #223 – Vencor – Construction Stage - Smithco – RD - \$5,420,147/WTB - \$4,371,630: Change Order #9 for construction of Southern Roads waterlines was approved by Robert Garcia on 8/3/2016. Construction began on Monday, 8/8/16 on Par 2 Road.

LRG-11-05 – Berino Water Treatment Plant WTB #252– Bohannon Huston - Design stage - \$750,000 WTB – 10% Loan 10% Match: New engineering contract approved by NMED-CPB on 7/21/16. Met with BHI and Robert Fowlie (CDM Smith) for 60% Design Workshop on 8/8/16.

LRG-12-01 – Authority Water System Improvements PER 2013 – Vencor – Planning Stage - CDBG Planning Grant \$50,000, NMFA Planning Grant \$37,500 & \$12,500 Local Match: PER is complete, planning grants have both closed.

Forty-Year Water Plan – CE&M – complete – needs update for new mergers: pending NM-OSE comments/approval.

LRG-15-01 – System-wide Information Technology Standardization - SCADA - \$130,000 NM SAP & \$90,000 NM SAP – Molzen Corbin: MC has received and is addressing comments from NMED-CPB on the Project Manual. Fiscal Agent MOU for the 2016 SAP funds is on today's agenda.

LRG-13-03 – Valle Del Rio Water System Project – RFP/Planning/Design Stage - \$1,197,708 DWSRLF funding - \$898,281 principal forgiveness – 299,427 loan repayment – Souder, Miller & Associates: Preliminary Engineering Report review comments were received from New Mexico Environment Department (NMED) Construction Programs Bureau (CPB) on July 13, 2016. SMA will address comments received from Lower Rio Grande PWWA and NMED CPB concurrently. SMA is currently working on the plan set for the new tank, rehabilitation of wells, service lines and SCADA integration

LRG-13-01 – Brazito Water System Improvements – Souder, Miller & Associates. – Construction Phase - Western Building & Development - \$523,354 NM CITF Grant, \$58,150 Loan, \$58,150 Match Requirement, 2014 CITF \$157,986 (10% loan): The contractor has completed all of the punch list items.

The contractor sent a Consent of Surety for final payment and lien releases required for closeout of the project. However, the contractor will need to correct the project name of one of the Lien Releases that was sent by White Cloud Pipeline. Our attorney notified contractor that we will assess one day of liquidated damages (\$1,000). Funds have been received for the final pay app.

LRG-14-01 – Waterline Extension Project (incl. Veterans Road) – Design/Build - \$882,430 CITF incl. 10% Loan – Parkhill, Smith & Cooper - March 2016 Progress: July 2016 Progress: NM DOT utility permit application for NM Hwy 28 submitted, prepared most DAC Utility Permits for submission, easements finalized, direction received from LRGPWWA on Joy Dr. Replacements as Change Order to Current Smithco contract (7-25-16), EBID Land Use Permit for Joy Drive Replacements submitted (7-28-16).

Planned Activities for August 2016: Submit DAC Utility Permits for Joy Drive replacements, submit DAC Utility Permits for Berino Extensions, attain property owner signatures for Berino Extensions easements, expect EBID Land Use Permit for Joy Drive Replacements approval decision from EBID Board Meeting on August 10, await NMDOT Utility Permit Approval for Hwy 28.

Other projects:

Infrastructure Capital Improvements Plan 2018-2022: Plan is final.

Documents Retention & Destruction – Sorting of old association documents for storage or destruction is ongoing, and staff is implementing approved retention/destruction schedules for LRGPWWA documents. No shredding for this period. GM will be bringing documents from the East Mesa for sorting next.

Website and Email – Notices and Board Minutes pages are current. Other updates are ongoing.

Training –Liza and I participated in a Tyler training webinar. I attended a webinar on Onvia online RFP & Bid Documents directory and a WRRRI/Bureau of Reclamation training & tour of Alamogordo Brackish WTP.

Lower Rio Grande Water Users Organization – nothing to report

EBID Surface Water Plant: - NMED-DWB approval has been received, met with EBID on 4/18/16. NMED-DWB provided (paid for) assistance from DB Stephens for Source Water Protection Plan that is a condition of their approval.

Source Water Protection Plan: Forwarded comments on Draft Plan to DB Stephens the end of the comment period. Final plan is on today's agenda.

2017 Legislature: Rick Martinez reported that our bill will be on the agenda for the Water & Natural Resources Committee meeting to be held September 29-30 in Socorro and the NMFA Oversight Committee in Anthony on Sept 20-21. Put together a PowerPoint presentation for those committees.

Lower Rio Grande PWWA

Operators Report

August 17, 2016

System Problems and Repairs.

- Backflow inspections are current.(Mesquite District)
- Henry and his crew from Enviro-Tech have removed all sludge in the pond, entrance works tanks, and all splitter boxes, and has taken all to his approved land fill.
- Over time has been down, the weekends have been quite.
- The well Techs are getting Arroyo well ready for a new pump control and check valve.
- We are still learning the new Tyler billing system, so I can't tell the board how many Work orders we have been issued.
- Our operators are also working on leveling the wetlands with backhoes.
- We had 4 new services for the month of July.
- Lead and copper, disinfection by products samples are due this month for South valley, East mesa, and Alto De Las Flores.

NMED: All of our Monthly Bac-T-Samples were taken for the month of June and all samples were negative.

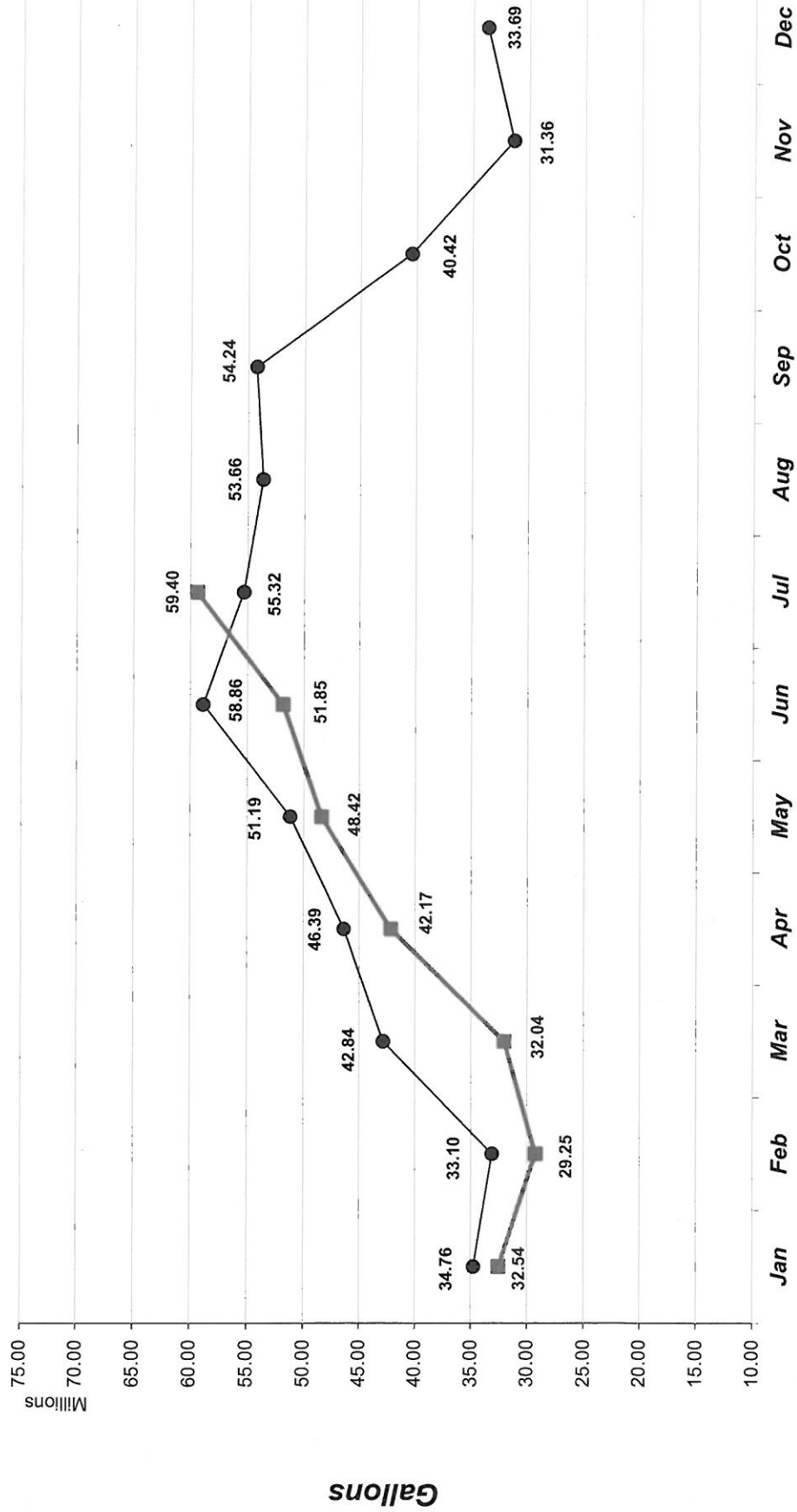
Mesquite district Wetlands: Demo continues.

Mesquite Sewer Report. Sent

Chlorine: No problems.

Reports: NMED, State Engineers, and the water conservation reports have been sent.

Lower Rio Grande PWWA Water Production Report



2015 Production
 2016 Production

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Lower Rio Grande Public Water Works Authority (Grantee)**

**AND
South Central Council of Governments (Fiscal Agent)**

The purpose of this Memorandum of Understanding (hereinafter "MOU") is to confirm that the Grantee, Lower Rio Grande Public Water Works Authority (hereinafter "Grantee") is working in collaboration with South Central Council of Governments, the designated Fiscal Agent (hereinafter "Fiscal Agent"), for the administration of New Mexico legislative special appropriation to the New Mexico Environment Department (hereinafter "NMED"). The special appropriation grant agreement number is 16-A2251-STB in the amount of \$37,500 and has been appropriated to purchase and install radio-read water meters, a global positioning system and information technology, including related equipment, furniture and infrastructure for the Lower Rio Grande Public Water Works Authority in Doña Ana county (hereinafter "Project").

It is mutually agreed that the Lower Rio Grande Public Water Works Authority will determine the specific work to be completed, will oversee construction, and will own and operate the improvements resulting from completion of the Project. By this MOU, it is understood between the parties that South Central Council of Governments (Fiscal Agent) is authorized to act as the Fiscal Agent for the project, and will be responsible for administration, procurement, and payments related to the project. The governing board of the Lower Rio Grande Public Water Works Authority will adopt a resolution appointing South Central Council of Governments (Fiscal Agent) as its Fiscal Agent and designating a signatory authority from South Central Council of Governments (Fiscal Agent) and a signatory authority from the Lower Rio Grande Public Water Works Authority in accordance with terms of the NMED Grant Agreement. The resolution shall also designate a grantee representative from the Lower Rio Grande Public Water Works Authority that is knowledgeable about the day to day activities relating to the Project.

The Fiscal Agent shall not be compensated from any grant funds for services rendered, or credited for services rendered, during the term of this MOU or during the duration of the Project.

This MOU shall be in effect for the duration of the grant agreement and terminates if the Grantee designates a new Fiscal Agent, or when the grant agreement expires or the project is complete and all appropriate close out documents are received, whichever comes first. The parties affirm their understanding and agreement by their signatures below. The parties may

enter into a contractual agreement related to this project, but the terms of the agreement shall not conflict with the terms of this MOU or the Resolution.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the date of execution by the Fiscal Agent.

GRANTEE:

Signature of Official with Authority to Bind Grantee

By: John Holguin _____
(Type or Print Name)

Its: Board Chairman _____
(Type or Print Title)

Date: August 17, 2016

FISCAL AGENT: _____

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____

Date (Type or Print Title)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Lower Rio Grande Public Water Works Authority (Grantee)**

**AND
South Central Council of Governments (Fiscal Agent)**

The purpose of this Memorandum of Understanding (hereinafter "MOU") is to confirm that the Grantee, Lower Rio Grande Public Water Works Authority (hereinafter "Grantee") is working in collaboration with South Central Council of Governments, the designated Fiscal Agent (hereinafter "Fiscal Agent"), for the administration of New Mexico legislative special appropriation to the New Mexico Environment Department (hereinafter "NMED"). The special appropriation grant agreement number is 16-A2252-STB in the amount of \$90,000 and has been appropriated to purchase and install radio-read water meters, a global positioning system and information technology, including related equipment, furniture and infrastructure for the Lower Rio Grande Public Water Works Authority in Doña Ana county (hereinafter "Project").

It is mutually agreed that the Lower Rio Grande Public Water Works Authority will determine the specific work to be completed, will oversee construction, and will own and operate the improvements resulting from completion of the Project. By this MOU, it is understood between the parties that South Central Council of Governments (Fiscal Agent) is authorized to act as the Fiscal Agent for the project, and will be responsible for administration, procurement, and payments related to the project. The governing board of the Lower Rio Grande Public Water Works Authority will adopt a resolution appointing South Central Council of Governments (Fiscal Agent) as its Fiscal Agent and designating a signatory authority from South Central Council of Governments (Fiscal Agent) and a signatory authority from the Lower Rio Grande Public Water Works Authority in accordance with terms of the NMED Grant Agreement. The resolution shall also designate a grantee representative from the Lower Rio Grande Public Water Works Authority that is knowledgeable about the day to day activities relating to the Project.

The Fiscal Agent shall not be compensated from any grant funds for services rendered, or credited for services rendered, during the term of this MOU or during the duration of the Project.

This MOU shall be in effect for the duration of the grant agreement and terminates if the Grantee designates a new Fiscal Agent, or when the grant agreement expires or the project is complete and all appropriate close out documents are received, whichever comes first. The parties affirm their understanding and agreement by their signatures below. The parties may

enter into a contractual agreement related to this project, but the terms of the agreement shall not conflict with the terms of this MOU or the Resolution.

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GRANTEE:

Signature of Official with Authority to Bind Grantee

By: John Holguin _____
(Type or Print Name)

Its: Board Chairman _____
(Type or Print Title)

Date: August 17, 2016

FISCAL AGENT: _____

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____

Date (Type or Print Title)



NEW MEXICO
ENVIRONMENT DEPARTMENT



SUSANA MARTINEZ
Governor
JOHN A. SANCHEZ
Lieutenant Governor

Harold Runnels Building
1190 St. Francis Drive
PO Box 5469
Santa Fe, NM 87502
Phone (505) 827-2806 Fax (505) 827-2837
www.env.nm.gov

RYAN FLYNN
Cabinet Secretary
BUTCH TONGATE
Deputy Secretary

July 27, 2016

Mr. Martin G. Lopez
Lower Rio Grande PWWA
P.O. Box 2646
Anthony, NM 88021

Special Appropriation Project:
16-A2251-STB Lower Rio Grande PWWA Info
Tech \$37,500

Enclosed you will find two original grant agreements for the above-mentioned grant. Please read the grant agreement carefully. The grant should be signed by your community's chief executive who has signatory authority provided by law (charter, ordinance or resolution).

The Lower Rio Grande PWWA does not meet the requirements of Executive Order 2013-006, "Establishing Uniform Funding Criteria and Grant Management and Oversight Requirements for Grants of State Capital Outlay Appropriations by State Agencies to Other Entities," and must have a Fiscal Agent for this project. The Fiscal Agent must meet the requirements of EO 2013-006. Please **reply in writing to Edith Gallegos, Grants Unit Manager at either edith.gallegos1@state.nm.us or the above address by August 12, 2016** to identify the Fiscal Agent. The New Mexico Environment Department (NMED) will review the Fiscal Agent's compliance with EO 2013-006 and reply in writing whether the Fiscal Agent is approved or not.

Prior to signing the grant agreement, your local governing body must execute the enclosed Memorandum of Understanding (MOU) with the approved Fiscal Agent, Your local governing body must also meet and pass a resolution similar to the resolution enclosed; the resolution must include the boxed language from the sample, updating the underlined portions with your information. The purpose of this resolution is to designate an individual to sign the grant agreement and also to designate an official representative(s) who will act as the point of contact and who is authorized to co-sign reimbursement requests and other documents requiring a signature. The resolution also designates the Fiscal Agent who must also sign reimbursement requests for submittal to the NMED. Please note that successors to the designee(s) are also eligible as designees in case of staff replacements. You must also submit a current W-9 form. The most recent revision of the W-9 form (as approved by the Department of Finance and Administration) and instructions are also enclosed.

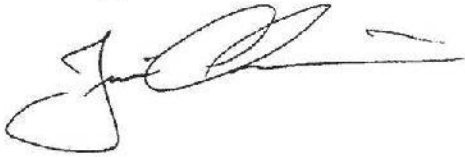
Please return **both signed original grant agreements including Project Description (Attachment A), the executed MOU with the Fiscal Agent, the completed W-9 form, passed resolution and signature page to NMED.** Upon the NMED Secretary's signature, one original grant agreement will be returned to you. We recommend that duplicate copies of all documents be made prior to returning them to NMED.

Your project manager, Judi Kahl at (505) 827-1055 or judi.kahl@state.nm.us, will be glad to answer any questions you may have regarding the technical aspects of your project. Disbursement request questions and other financial matters can be directed to the program administrator, Valerie Trujillo at (505) 827-2958 or valerie.trujillo@state.nm.us.

AUG - 2 2016

We are looking forward to working with you on this project and will do whatever we can to help make it a worthwhile improvement to your community.

Sincerely,



Jim Chiasson, P.E., Chief
Construction Programs Bureau
New Mexico Environment Department

Enclosures: Two Grant Agreements, Attachments A&B, Exhibits 1, 2, 3 & 4, W-9 Form and Instructions,
Signature Page, Required Memorandum of Understanding with Fiscal Agent

cc: Judi Kahl, Project Manager
Valerie Trujillo, Program Administrator

Lower Rio Grande PWWA
New Grant Agreement Checklist

Return the following to:

Jim Chiasson, Bureau Chief
New Mexico Environment Department
Construction Programs Bureau
P.O. Box 5469
Santa Fe, NM 87502-5469

- Two original signed Grant Agreements for:
16-A2251-STB Lower Rio Grande PWWA Info Tech \$37,500
- Attachment A (Project Description):
- Completed W-9 form
- Memorandum of Understanding with Approved Fiscal Agent
- Resolution including boxed language
- Signature Page for Official Representative(s) and Fiscal Agent Representative - (Signatures of Official Representative(s) and Fiscal Agent Representative listed on page 4 of the Grant Agreement)

**STATE OF NEW MEXICO
DEPARTMENT OF ENVIRONMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT
16-A2251-STB**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between the Department of Environment, Harold Runnels Building, Room S-2072, 1190 St. Francis Drive, Santa Fe, New Mexico, 87505, hereinafter called the "Department" or abbreviation such as "NMED", and Lower Rio Grande PWWA, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2016, Chapter 81, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

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

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

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

16-A2251 (\$37,500) APPROPRIATION REVERSION DATE: June 30, 2018
Laws of 2016, Chapter 81, Section 18, Paragraph 12, thirty-seven thousand five hundred dollars (\$37,500), to purchase and install radio-read water meters, a global positioning system and information technology, including related equipment, furniture and infrastructure, for the lower Rio Grande public water works authority in Dona Ana county.

The Grantee's total reimbursements shall not exceed the appropriation amount thirty-seven thousand five hundred dollars (\$37,500) (the "Appropriation Amount") minus the allocation for

Art in Public Places (“AIPP amount”)¹, if applicable, zero (\$0), which equals thirty-seven thousand five hundred dollars (\$37,500) (the “Adjusted Appropriation Amount”).

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

This project is referred to throughout the remainder of this Agreement as the “Project”; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the “Project Description.” Attachments A and B set forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachments A and B impose more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachments A and B shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT’S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department’s Obligation to Reimburse² Grantee (hereinafter referred to as “Notice of Obligation”). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee’s expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee’s Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee’s expenditures were made pursuant to the Grantee’s legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of

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

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

tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

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

- (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
 - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 4.
 - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs including, but not limited to any costs associated with the Fiscal Agent.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: _____	Grantee: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
Email: _____	Email: _____
Telephone: _____	Telephone: _____
FAX: _____	FAX: _____

Fiscal Agent: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____
FAX: _____

Department: NMED
Name: Valerie Trujillo
Title: Project Administrator
Address: Construction Programs Bureau
Harold Runnels Bldg. Room S-2072
P.O. Box 5469
PO Box 5469
Santa Fe, NM 87502
Email: valerie.trujillo@state.nm.us
Telephone: (505) 827-2958
FAX: (505) 827-2837

Department: NMED
Name: Judi Kahl
Title: Project Manager
Address: Construction Programs Bureau
Harold Runnels Bldg., Rm S-2072,
Santa Fe, NM 87502
Email: judi.kahl@state.nm.us
Telephone: (505) 827-1055
FAX: (505) 827-2837

The Grantee's designee in combination with the Fiscal Agent's designee shall have authority from Grantee to request disbursements. The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2018** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim

against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

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

C. Limitation on Department’s Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 2. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 2. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever ever first occurs.

C. Paperless Reporting

In lieu of the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as

the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The information currently required to be reported into the database is set forth in Exhibit 1. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 3. Payment requests are subject to the following procedures:

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

B. Deadlines

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

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to

Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
- (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to co-sign Requests for Payment along with the Fiscal Agent.
- (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

Attachments A and B are incorporated by reference and made part of the Agreement. This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

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

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

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Lower Rio Grande PWWA may immediately terminate this Agreement by giving Contractor written notice of such termination. The Lower Rio Grande PWWA’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Lower Rio Grande PWWA or the NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Lower Rio Grande PWWA or the Department”

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

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

“This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the Lower Rio Grande PWWA may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Lower Rio Grande PWWA’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

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

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

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT CLAUSES

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

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

NEW MEXICO ENVIRONMENT DEPARTMENT

By:

Its: Cabinet Secretary or Deputy Cabinet Secretary

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
DATABASE PERIODIC REPORT
EXHIBIT 1**

The Capital Projects Monitoring Systems (CPMS) can be found at: <http://cpms.dfa.state.nm.us>. Below are screenshots from the website on required fields for Local Entities. Please contact your program manager for Login and Password information.

Local Data	
ICIP Project #	
ICIP Priority	
Expended Amount (Local Entity)	\$0
Current Balance (Local Entity)	\$0
Project Status (Local Entity)	
Project Phase (Local Entity)	
Goal/Milestone achieved last quarter	
Goal/Milestone for next quarter	
Valid Contracts in Place (True/False)	
No activity for month being reported (True/False)	
Last Submission Date (Local)	
Last Update (Local)	

	Date Completed, Expected Completion Date or N/A	Amount Funded to Date	Future Funding Amounts	Funding Sources	Contractor Name	Contract Amount	Comments
Grant Agreement Issued							
Water Rights Easement & ROW							
Acquisition							
Archaeological Studies							
Environmental Studies							
Planning							
Design							
Construction							
Furnish/Equipment							
Total							

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT 2**

PERIODIC REPORT FINAL REPORT

Grantee: _____

Project Number: _____ Reporting Period: _____

1. Please provide a detailed status of project referenced above.

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

B. Project Phase

Bonds Sold Plan/Design Bid Documents Construction
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

Amount of Other Unexpended Funding Sources: _____

PERIODIC REPORT

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

FINAL REPORT

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

Grantee Representative/Title

Date

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

**DISBURSEMENT REQUEST FOR PROJECTS WITH FISCAL AGENTS
SPECIAL APPROPRIATIONS PROGRAM (SAP)**

A. NAME OF ENTITY _____

B. PROJECT NUMBER _____

C. DISBURSEMENT REQUEST NUMBER _____

D. GRANT AMOUNT _____

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Administrative Expenses	XXXXXXXXXX		XXXXXXXXXX		XXXXXXXXXX		XXXXXXXXXX	\$ -
Engineer Fees							\$ -	\$ -
Other Professional							\$ -	\$ -
Service Fees							\$ -	\$ -
Inspection Fees							\$ -	\$ -
Property Acquisition							\$ -	\$ -
Construction Cost							\$ -	\$ -
Planning Cost							\$ -	\$ -
Equipment							\$ -	\$ -
Other Costs (specify)							\$ -	\$ -
Contingencies							\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Signature of Authorized Official: X	Typed or Printed Name:	Phone:	Date:
Signature of Fiscal Agent: X	Typed or Printed Name:	Phone:	Date:

For Fiscal Agent Signature:

SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 20____

Notary Public _____

My Commission expires _____

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT

INITIAL Notice of Obligation to Reimburse Grantee # 1

DATE: _____
TO: Grantee: _____
Grantee Official Representative: _____
FROM: Department Representative: _____, NMED/CPB Project Manager
SUBJECT: Notice of Obligation to Reimburse¹ Grantee
Project Number: _____

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

Vendor or Contractor: _____
Third Party Obligation Amount: _____
Termination Date: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____
Termination Date: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____
Termination Date: _____

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

Grant Amount adjusted for AIPP if applicable: _____
The Amount of this Notice of Obligation: _____ \$0.00
The Total Amount of all Previously Issued Notices of Obligation: _____ N/A
The Total Amount of all Notices of Obligation to Date: _____ N/A

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

Department Rep. Approver: _____
Title: _____
Signature: _____
Date: _____

¹ "Reimburse" as used throughout this Notice of Obligation to Reimburse includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of the Grant Agreement and are a valid liability of the Grantee.

Resolution Resolution Number

WHEREAS, the Board of Directors / Council / Commission of Community / Utility of County Name County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department; and

WHEREAS, the Agreement is identified as SAP Project Number Grant Agreement; and

WHEREAS, pursuant to Executive Order 2013-006, "Establishing Uniform Funding Criteria and Grant Management and Oversight Requirements for Grants of State Capital Outlay Appropriations by State Agencies to Other Entities," the New Mexico Environment Department has determined that Community / Utility is required to have a fiscal agent for the grant.

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

Name, Mayor / Chair / Director, is authorized to sign the agreement for this project, and

Official Representative Name and Title and Alternate - Official Representative and Title, or his/her successors are OFFICIAL REPRESENTATIVES who are authorized to sign and request reimbursement requests and act as a point of contact in conjunction with the designated signatory authority for the Fiscal Agent concerning all matters related to the grant agreement; and

Fiscal Agent Representative Name and Title, or his/her successors of Fiscal Agent Name is the FISCAL AGENT and is hereby appointed as the Administrative Authority and is authorized by the MOU between Community / Utility and Fiscal Agent Name to administer the Grant Agreement and is authorized to sign reimbursement requests along with the designated signatory authority for reimbursement requests from Community / Utility and other documents requiring a signature for submittal to the New Mexico Environment Department.

PASSED, APPROVED, AND ADOPTED: _____.

Name, Mayor/ Chair, Community / Utility

(Signature) Date

(SEAL) Notary Name, Notary Title

ATTEST:

(Signature) Date

Construction Programs Bureau Signature Page

Project Name:	Lower Rio Grande PWWA		
Project Number:	16-A2251-STB		
Official Representative:		Alternate - Official Representative:	
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
E-mail		E-mail	
Phone		Phone	

Fiscal Agent:	
Name	
Title	
Signature	
Address	
E-mail	
Phone	

DO NOT SEND TO
IRS - SUBMIT
FORM TO
REQUESTING
AGENCY

FCD 04/2016

**NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION
FINANCIAL CONTROL DIVISION
SUBSTITUTE FORM W-9**



REQUEST FOR TAXPAYER IDENTIFICATION NUMBER, CERTIFICATION

TYPE IN ALL CAPS OR PRINT NEATLY, PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION

PART I: VENDOR INFORMATION

1. Legal Business Name: (As it appears on the IRS EIN records, CP575, 147C - or - Social Security Administration records, Social Security Card, certified Form SSA7028)	2. If you use a DBA/Trade Name, please list below:
3. Entity Type (Check only one, unless you are or have been a State of New Mexico Employee, then also check State of New Mexico Employee box):	
<input type="checkbox"/> Individual / Sole Proprietorship <input type="checkbox"/> Single Member / LLC (Individual) <input type="checkbox"/> Partnership General / LLC <input type="checkbox"/> Corporation / Professional Corporation / LLC <input type="checkbox"/> Non-United States Business Entity	<input type="checkbox"/> Estate or Trust <input type="checkbox"/> Government (Local, State, Federal) <input type="checkbox"/> Indian Tribe <input type="checkbox"/> Tax-Exempt organization under IRC Section 501 C <input style="width: 50px;" type="text"/> <input type="checkbox"/> State of New Mexico Employee (Enter BU) <input style="width: 50px;" type="text"/>
4. 1099 Reporting: Services provided to the State by vendor, if not applicable skip:	
<input type="checkbox"/> Health care or medical service <input type="checkbox"/> Legal or attorney services <input type="checkbox"/> Rental of Real Property	<input type="checkbox"/> Horse hire / NM Employee <input type="checkbox"/> Urban search & rescue member <input type="checkbox"/> Royalties
<input type="checkbox"/> Agency Volunteer (specify agency) <input style="width: 100px;" type="text"/> <input type="checkbox"/> State of NM Appointed Board member / commissioner / committee member	

PART II: TAXPAYER IDENTIFICATION NUMBER (TIN) & TAXPAYER IDENTIFICATION TYPE

1. Enter your TIN here (DO NOT USE DASHES)	<input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/> <input style="width: 20px; height: 20px;" type="text"/>
2. Taxpayer Identification Type (check appropriate box):	
<input type="checkbox"/> Employer ID No. (EIN)	<input type="checkbox"/> Social Security No. (SSN)
<input type="checkbox"/> Employee ID	<input type="checkbox"/> N/A (Non-United States Business Entity)

PART III: ADDRESS

1. Address: (If a state employee, enter Agency name and Field Office Address) Address Line #1	2. Remittance Address, if DIFFERENT: Address Line #1
Address Line #2	Address Line #2
Address Line #3	Address Line #3
City State Zip + 4 Code	City State Zip + 4 Code

PART IV: CERTIFICATION

Under penalties of perjury, I certify that:

- The number shown on this form is my correct tax payer identification number (or I am waiting for a number to be issued to me), AND
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, AND
- I am a U.S. Citizen or other U.S. person.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding

Printed Name	Printed Title	Telephone Number
Signature	Email	Date (mm/dd/yyyy)

PART V: OPTIONAL DIRECT DEPOSIT (ACH)

Warning: The State of New Mexico will not process International ACH Transactions (IAT). If any payment to you from the State will ever result in an IAT under National Automated Clearing House Association (NACHA) operating rules or if you are not sure if the rules apply to you DO NOT FILL OUT THIS SECTION OF THE FORM. Please provide a copy of a voided check or letter from bank confirming information indicated above.

Include a voided check or letter from financial institution if requesting ACH payments

	Type of Account <input type="radio"/> Checking <input type="radio"/> Savings
--	--

I acknowledge the IAT warning and authorize the State of New Mexico to initiate direct deposit of funds to the account and financial institution indicated, and to recover funds deposited in error if necessary in compliance with NACHA regulations.

Signature	Printed Name

PART VI: OFFICE USE ONLY

OFFICIAL / POC USE ONLY BUSINESS UNIT DATE (mm/dd/yyyy) PHONE NO. POC (Print name) POC Initials	DFA / FCD USE ONLY
---	---------------------------

Instructions for Completing this Form

This form substitutes for the IRS W-9 form. Complete this form if you will receive payment from the State of New Mexico and/or you are a vendor who provides goods and services to the State of New Mexico. To comply with the Internal Revenue Service (IRS) regulations regarding 1099 reporting, the State of New Mexico is required to collect the following information to be completed on the Substitute W-9 form. The information collected on this form will allow the State to confirm that our records contain the official name of your business, the Tax Identification Number (TIN) that the IRS has on file for your business and business type.

Check the appropriate box(s) that this form is to be utilized and fill in the corresponding section(s) indicated next to the box(s) checked.

PART I: VENDOR INFORMATION

- 1. Legal Business Name** Enter the legal name as registered with the IRS or Social Security Administration.
- 2. DBA/Trade Name** Individuals leave blank. Sole Proprietorships: Enter DBA (doing business as) name. All Others: Complete only if business name is different than Legal Name.
- 3. Entity Type** Check ONE box which describes business entity. If a current, past, or becoming a state employee, please also mark the State of New Mexico Employee box and enter the Business Unit number for the agency. Also, provide the 6 digit employee ID as assigned in SHARE HCM in the Part II Taxpayer Identification Number (TIN) & Taxpayer Identification Type section and mark the Employee ID box.
- 4. 1099 Reporting** Check the appropriate box that applies to the type of services being provided to the State. If the type of service is not specifically stated, then leave blank.

PART II: TAXPAYER IDENTIFICATION NUMBER (TIN) & TAXPAYER IDENTIFICATION TYPE

- 1. Taxpayer Identification Number** Enter TIN with no dashes in the boxes provided
 - a. TIN** is always a 9-digit number. Provide the Social Security Number (SSN) assigned by the Social Security Administration (SSA) or the Federal Employer Identification Number (FEIN) assigned to the business or other entity by the Internal Revenue Service (IRS).
 - b. Employee ID** is always a 6-digit number. Provide the employee ID assigned by the State of New Mexico for payroll processing in SHARE HCM.
- 2. TIN Identification Type** Mark the appropriate box for the TIN provided above.

PART III: ADDRESS

- 1. Address** Where correspondence, payment(s), purchase order(s) or 1099s should be sent.
 - a. Employees** If a current employee, please provide this following:
 - i. Address Line #1:** State Agency Name
 - ii. Address Line #2:** Field Office Mailing Address
 - iii. Address Line #3:** N/A
 - b. CDBG** When providing a Community Development Block Grant (CDBG) remittance address, provide bank name in address line #1 and physical address in address line #2
- 2. Remittance Address** If different than Address
- 3. Zip Code and Phone Number** The 5 + 4 code will be required to be entered for all zip codes. If the last 4 digits are unknown, then 4 zeros (0) can be entered. Do not enter the "-" as part of the zip code. When entering the phone number, only enter the 10 digit number. Do not enter the "(" or "-" as part of the phone number.

PART IV: CERTIFICATION

By signing this document you are certifying that all information provided is accurate and complete. The person signing this document should be the partner in the partnership, an officer of the corporation, the individual or sole proprietor noted under legal name above, or the New Mexico State Employee for which the vendor account is established.

Identifying information is required of the person signing the form.

PART V: OPTIONAL DIRECT DEPOSIT (ACH) You may elect to receive payments from the State of New Mexico through Automated Clearing House (ACH) direct deposit. Please provide a copy of a voided check or letter from financial institution with the banking information. Without one of the two items, ACH information WILL NOT be entered and payments will be made by warrant. Select the type of account being provided.

I Acknowledge Print name and sign to acknowledge the IAT warning and to authorize the State of New Mexico to initiate direct deposit of funds to your financial institution provided.

Privacy Act Notice Section 6109 requires you to furnish your correct TIN to persons who must file information

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Lower Rio Grande PWWA (Grantee)**

AND

_____ **(Fiscal Agent)**

The purpose of this Memorandum of Understanding (hereinafter "MOU") is to confirm that the Grantee, Lower Rio Grande PWWA (hereinafter "Grantee") is working in collaboration with _____, the designated Fiscal Agent (hereinafter "Fiscal Agent"), for the administration of a New Mexico legislative special appropriation to the New Mexico Environment Department (hereinafter "NMED"). The special appropriation grant agreement number is 16-A2251-STB in the amount of \$37,500 and has been appropriated to purchase and install radio-read water meters, a global positioning system and information technology, including related equipment, furniture and infrastructure, for the lower Rio Grande public water works authority in Dona Ana county (hereinafter "Project").

It is mutually agreed that Lower Rio Grande PWWA will determine the specific work to be completed, will oversee construction, and will own and operate the improvements resulting from completion of the Project. By this MOU, it is understood between the parties that _____ (Fiscal Agent) is authorized to act as the Fiscal Agent for the project, and will be responsible for administration, procurement, and payments related to the project. The governing board of Lower Rio Grande PWWA will adopt a resolution appointing _____ (Fiscal Agent) as its Fiscal Agent and designating a signatory authority from _____ (Fiscal Agent) and a signatory authority from Lower Rio Grande PWWA in accordance with terms of the NMED Grant Agreement. The resolution shall also designate a grantee representative from Lower Rio Grande PWWA that is knowledgeable about the day to day activities relating to the Project.

The Fiscal Agent shall not be compensated from any grant funds for services rendered, or credited for services rendered, during the term of this MOU or during the duration of the Project.

This MOU shall be in effect for the duration of the grant agreement and terminates if the Grantee designates a new Fiscal Agent, or when the grant agreement expires or the project is complete and all appropriate close out documents are received, whichever comes first. The parties affirm their understanding and agreement by their signatures below. The parties may enter into a contractual agreement related to this project, but the terms of the agreement shall not conflict with the terms of this MOU or the Resolution.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the date of execution by the Fiscal Agent.

GRANTEE:

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

FISCAL AGENT:

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

<input type="checkbox"/>	Amendment
No.	_____
Date	_____

ATTACHMENT A
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
PROJECT DESCRIPTION

NAME OF GRANTEE: Lower Rio Grande PWWA

PROJECT NO: 16-A2251-STB

The GRANTEE agrees to accomplish the project as described below:

X

Official Representative

X

NMED Project Manager Approval

**ATTACHMENT B – NMENV TECHNICAL REQUIREMENTS
TO
STATE OF NEW MEXICO
CAPITAL APPROPRIATION FUND AGREEMENT**

ARTICLE 1 REVIEW

Upon execution of the agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

- A. The Grantee must submit a detailed project description to NMED Construction Programs Bureau (CPB) prior to committing to expenditures from these funds. The detailed description will be provided on the Attachment A form and must be approved by the CPB project manager.
- B. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee prior to this agreement, that are related to the project, for review and, if appropriate approval. CPB reserves the right to deny reimbursement under any contract not properly procured or otherwise ineligible under the grant terms.
- C. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit documentation regarding the hiring process to be used and the Request for Proposals (RFP), if applicable, to NMED for review and approval **prior to** selecting engineering and/or other professional services. An RFP for engineering services and/or other professional services must be performed in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If the engineering fees will exceed \$60,000, excluding gross receipt taxes, the Grantee is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 888-6161 and e-mail ptab@acecnm.org.)
- D. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a draft of any engineering agreement and/or other professional services contract, or a letter certifying that the Grantee's staff will be used for design, to NMED for review and approval **prior to** executing the agreement/contract or using Grantee's staff. Unless a waiver has been received, the required engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on the website at www.nmenv.state.nm.us/cpb/cpbtop.html. Any waiver of the required engineering contract form must be in writing from CPB. NMED CPB requires that one copy of the executed contracts be supplied to them. The contract is between the grantee and their engineer. The State of New Mexico will not be a party to the contract.
- E. A preliminary engineering report (PER) or study by a registered New Mexico Professional Engineer may be required. If a PER or study is to be prepared, the Grantee and their consultant should meet with NMED before starting any work for a "scoping" meeting to fully discuss the scope and extent of the PER. The consultant shall present their preliminary outline for the PER, including the alternatives to be considered. The Grantee must submit the final PER and/or study to NMED for

review and approval before preparation of plans and specifications. The purpose of the PER and/or study is to analyze and choose the most technically feasible and cost effective solution for the project. The PER must follow USDA RUS Bulletin 1780-2.

- F. Grantee agrees not to start the preparation of plans and specifications until NMED approval of the PER, study, or waiver in writing of the report requirement has been received from CPB.
- G. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, and specifications for this project (prepared by a registered New Mexico Professional Engineer) to NMED for review and approval **before** the project is advertised for construction bids. Any addenda prepared after the project has been advertised for bids must be submitted to NMED for review and approval.
- H. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review **prior to** advertising for construction. A site certificate certifying that all necessary easements and/or property upon or through which the project is being constructed have been obtained must be submitted prior to the advertisement for bid of the project. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor. The Grantee must submit the recommendation of award, certified bid tabulation, a copy of bid bond for the selected contractor and evidence of full project financing to NMED for review and approval **prior to** awarding the contract. Grantee shall not award the contract until NMED has concurred in writing with the award. Competitive bidding, in accordance with applicable state laws (including local wage determinations as provided for in Section 13-4-11 NMSA 1978), will be used for awarding construction contracts. Contracts will be awarded to the responsive, responsible bidder who submits the lowest acceptable bid, or as provided for by State Law.
- I. Following NMED approval of the proposed award, the Grantee will submit the notice of the award and the minutes of the meeting in which the award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed to NMED for review. The selected contractor will be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.
- J. At the pre-construction conference, the selected contractor will submit a construction schedule to the Grantee and, if requested, to NMED. The Grantee will submit all modifications to plans and contract by change orders to the NMED project manager promptly for review and approval **prior to** implementation of such modification or change. The decision by NMED will be rendered promptly in writing to the Grantee. In cases necessitating immediate action, a verbal decision will be rendered by NMED and followed by a written confirmation to the Grantee.

- K. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction. The Grantee will be required to submit the inspector's résumé to NMED for review and approval. All daily inspection reports shall be made available to the NMED Project Manager upon request.
- L. The Grantee will provide an Engineer's Construction Status Report (ECSR) using a template provided by NMED with each disbursement request that includes construction costs. The Engineer's Construction Status Report will include a description of the work completed during the same time period covered by the contractor's pay application and must be signed by a professional engineer and the Grantee's representative designated to oversee the project. Construction reimbursements cannot be paid without the NMED approved ECSR.
- M. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans, but will be a general NMED review as described in Article 2 below.
- N. If applicable, the Grantee (or the system owner) will employ qualified utility operators and will comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.
- O. If the grant funds are to be used for construction of wastewater collection lines or water distribution lines, the Grantee will assure NMED that the existing population will connect to the collection system or distribution system within reasonable time after project completion. This will be accomplished by adoption and annual review of an ordinance and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law. NMED may request an opportunity to review and comment on the ordinance to ensure compliance with this requirement.

ARTICLE 2 NMED OVERSIGHT

NMED inspection, review and approval are only for purposes of compliance with applicable state grant requirements, procedures, statutes and regulations. NMED approval will not be interpreted as any warranty or guarantee of any kind. Approval of plans and design of the project means only that plans are complete and in compliance with applicable state grant requirements, procedures and regulations. NMED will bring to the Grantee's attention, any obvious defects in the project's design, materials or workmanship, but all such defects and their correction will be the responsibility of the Grantee and its contractors and consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and consultants will remain responsible for the completion and success of the project. Approval does not relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 CLOSEOUT

- A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the Grantee's project engineer.
- B. If the grant funds are to be used for preparation of a PER, a study, or plans and specifications, final payment will be made after approval by NMED of the PER, study, or plans and specifications. Payments do not constitute approval of any of these documents.
- C. If the grant funds are to be used for purchase of equipment, final payment will be made after approval by NMED of receipt of equipment title and appraisal reports for used equipment.
- D. If the grant funds are to be used for construction, final payment will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:
 - i. Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals;
 - ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee;
 - iii. A certificate of substantial completion including punch list items;
 - iv. A letter certifying project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED for final review and approval;
 - v. Certification letter by the Grantee that the Labor Standards Contract Provisions have been met;
 - vi. Letter from the owner certifying receipt and acceptance of the record drawings;
 - vii. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with

the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied;

- viii. A written consent of the surety, if any, to final payment; and
- ix. Grantee's ledger sheets including all payments made by the Grantee may be requested with the final reimbursement request and before the final reimbursement request can be processed by NMED.

ARTICLE 4 PROPERTY ACQUISITION

- A. With the exception of easements (See Article 1.H above), when real property is acquired by the Grantee, either through purchase or donation as a part of this project and within the project period, the Grantee will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by NMED **prior to** the acquisition of any real property. After real property acquisition, the Grantee will make available to NMED all documents of title pertaining to the acquired property and all easements or rights-of-way necessary for the completion of work under this grant agreement.



lrgauthority.org

LOWER RIO GRANDE

Public Water Works Authority

Resolution #FY2017-05 SAP 16-A2551-STB

Whereas, pursuant to Executive Order 2013-006, “Establishing Uniform Funding Criteria and Grant Management and Oversight Requirements for Grants of State Capital Outlay Appropriations by State Agencies to Other Entities”, the New Mexico Environment Department has determined that the Lower Rio Grande Public Water Works Authority is required to have a fiscal agent for the grant.

Now Therefore, be it resolved by the Board of Directors that:

John Holguin, Board Chairman, is authorized to sign the agreement for this project, and Martin G. Lopez, General Manager, and Karen Nichols, Projects Manager, are OFFICIAL REPRESENTATIVES who are authorized to sign and request reimbursement requests and act as a point of contact in conjunction with the designated signatory authority for the Fiscal Agent concerning all matters related to the grant agreement; and

Jay Armijo, Executive Director, or his successors of South Central Council of Governments is the FISCAL AGENT and is hereby appointed as the Administrative Authority and is authorized by the MOU between Lower Rio Grande Public Water Works Authority and South Central Council of Governments to administer the Grant Agreement and is authorized to sign reimbursement requests along with the designated signatory authority for reimbursement requests from Lower Rio Grande Public Water Works Authority and other documents requiring a signature for submittal to the New Mexico Environment Department

PASSED, APPROVED, AND ADOPTED: August 17, 2016.

John Holguin, Chairman

Seal:

Alma Boothe, Secretary



**NEW MEXICO
ENVIRONMENT DEPARTMENT**



SUSANA MARTINEZ
Governor
JOHN A. SANCHEZ
Lieutenant Governor

Harold Runnels Building
1190 St. Francis Drive
PO Box 5469
Santa Fe, NM 87502
Phone (505) 827-2806 Fax (505) 827-2837
www.env.nm.gov

RYAN FLYNN
Cabinet Secretary
BUTCH TONGATE
Deputy Secretary

July 27, 2016

Mr. Martin G. Lopez
Lower Rio Grande PWWA
P.O. Box 2646
Anthony, NM 88021

**Special Appropriation Project:
16-A2252-STB Lower Rio Grande PWWA
SCADA Info Tech \$90,000**

Enclosed you will find two original grant agreements for the above-mentioned grant. Please read the grant agreement carefully. The grant should be signed by your community's chief executive who has signatory authority provided by law (charter, ordinance or resolution).

The Lower Rio Grande PWWA does not meet the requirements of Executive Order 2013-006, "Establishing Uniform Funding Criteria and Grant Management and Oversight Requirements for Grants of State Capital Outlay Appropriations by State Agencies to Other Entities," and must have a Fiscal Agent for this project. The Fiscal Agent must meet the requirements of EO 2013-006. Please **reply in writing to Edith Gallegos, Grants Unit Manager at either edith.gallegos1@state.nm.us or the above address by August 12, 2016** to identify the Fiscal Agent. The New Mexico Environment Department (NMED) will review the Fiscal Agent's compliance with EO 2013-006 and reply in writing whether the Fiscal Agent is approved or not.

Prior to signing the grant agreement, your local governing body must execute the enclosed Memorandum of Understanding (MOU) with the approved Fiscal Agent, Your local governing body must also meet and pass a resolution similar to the resolution enclosed; the resolution must include the boxed language from the sample, updating the underlined portions with your information. The purpose of this resolution is to designate an individual to sign the grant agreement and also to designate an official representative(s) who will act as the point of contact and who is authorized to co-sign reimbursement requests and other documents requiring a signature. The resolution also designates the Fiscal Agent who must also sign reimbursement requests for submittal to the NMED. Please note that successors to the designee(s) are also eligible as designees in case of staff replacements. You must also submit a current W-9 form. The most recent revision of the W-9 form (as approved by the Department of Finance and Administration) and instructions are also enclosed.

Please return **both signed original grant agreements including Project Description (Attachment A), the executed MOU with the Fiscal Agent, the completed W-9 form, passed resolution and signature page to NMED.** Upon the NMED Secretary's signature, one original grant agreement will be returned to you. We recommend that duplicate copies of all documents be made prior to returning them to NMED.

Your project manager, Judi Kahl at (505) 827-1055 or judi.kahl@state.nm.us, will be glad to answer any questions you may have regarding the technical aspects of your project. Disbursement request questions and other financial matters can be directed to the program administrator, Valerie Trujillo at (505) 827-2958 or valerie.trujillo@state.nm.us.

AUG - 2 2016

We are looking forward to working with you on this project and will do whatever we can to help make it a worthwhile improvement to your community.

Sincerely,



Jim Chiasson, P.E., Chief
Construction Programs Bureau
New Mexico Environment Department

Enclosures: Two Grant Agreements, Attachments A&B, Exhibits 1, 2, 3 & 4, W-9 Form and Instructions,
Signature Page, Required Memorandum of Understanding with Fiscal Agent

cc: Judi Kahl, Project Manager
Valerie Trujillo, Program Administrator

Lower Rio Grande PWWA
New Grant Agreement Checklist

Return the following to:

Jim Chiasson, Bureau Chief
New Mexico Environment Department
Construction Programs Bureau
P.O. Box 5469
Santa Fe, NM 87502-5469

- Two original signed Grant Agreements for:
16-A2252-STB Lower Rio Grande PWWA SCADA Info Tech \$90,000
- Attachment A (Project Description):
- Completed W-9 form
- Memorandum of Understanding with Approved Fiscal Agent
- Resolution including boxed language
- Signature Page for Official Representative(s) and Fiscal Agent Representative - (Signatures of Official Representative(s) and Fiscal Agent Representative listed on page 4 of the Grant Agreement)

**STATE OF NEW MEXICO
DEPARTMENT OF ENVIRONMENT
FUND 89200 CAPITAL APPROPRIATION PROJECT
16-A2252-STB**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between the Department of Environment, Harold Runnels Building, Room S-2072, 1190 St. Francis Drive, Santa Fe, New Mexico, 87505, hereinafter called the "Department" or abbreviation such as "NMED", and Lower Rio Grande PWWA, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2016, Chapter 81, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, NMED is empowered pursuant to Section 74-1-6 B, NMSA 1978 to contract in its own name.

AGREEMENT

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

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

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

16-A2252 (\$90,000) APPROPRIATION REVERSION DATE: June 30, 2018
Laws of 2016, Chapter 81, Section 18, Paragraph 13, ninety thousand dollars (\$90,000), to plan, design, purchase and install supervisory control and data acquisition information technology, including related equipment, furniture and infrastructure, for the lower Rio Grande public water works authority in Dona Ana county.

The Grantee's total reimbursements shall not exceed the appropriation amount ninety thousand dollars (\$90,000) (the "Appropriation Amount") minus the allocation for Art in Public Places

("AIPP amount")¹, if applicable, zero (\$0), which equals ninety thousand dollars (\$90,000) (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachments A and B set forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachments A and B impose more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachments A and B shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of

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

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

tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

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

- (vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
 - c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 4.
 - d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs including, but not limited to any costs associated with the Fiscal Agent.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: _____	Grantee: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
Email: _____	Email: _____
Telephone: _____	Telephone: _____
FAX: _____	FAX: _____

Fiscal Agent: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____
FAX: _____

Department: NMED
Name: Valerie Trujillo
Title: Project Administrator
Address: Construction Programs Bureau
Harold Runnels Bldg, Room S-2072
P.O. Box 5469
PO Box 5469
Santa Fe, NM 87502
Email: valerie.trujillo@state.nm.us
Telephone: (505) 827-2958
FAX: (505) 827-2837

Department: NMED
Name: Judi Kahl
Title: Project Manager
Address: Construction Programs Bureau
Harold Runnels Bldg., Rm S-2072,
Santa Fe, NM 87502
Email: judi.kahl@state.nm.us
Telephone: (505) 827-1055
FAX: (505) 827-2837

The Grantee's designee in combination with the Fiscal Agent's designee shall have authority from Grantee to request disbursements. The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2018** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim

against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

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

C. Limitation on Department’s Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 2. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 2. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, whichever ever first occurs.

C. Paperless Reporting

In lieu of the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as

the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The information currently required to be reported into the database is set forth in Exhibit 1. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 3. Payment requests are subject to the following procedures:

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

B. Deadlines

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

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to

Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."
- (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to co-sign Requests for Payment along with the Fiscal Agent.
- (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

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

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

Attachments A and B are incorporated by reference and made part of the Agreement. This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

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

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

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Lower Rio Grande PWWA may immediately terminate this Agreement by giving Contractor written notice of such termination. The Lower Rio Grande PWWA’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the Lower Rio Grande PWWA or the NMED or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Lower Rio Grande PWWA or the Department”

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

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

“This contract is funded in whole or in part by funds made available under a NMED Grant Agreement. Should the NMED early terminate the grant agreement, the Lower Rio Grande PWWA may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Lower Rio Grande PWWA’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

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

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

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT CLAUSES

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

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

NEW MEXICO ENVIRONMENT DEPARTMENT

By:

Its: Cabinet Secretary or Deputy Cabinet Secretary

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
DATABASE PERIODIC REPORT
EXHIBIT 1**

The Capital Projects Monitoring Systems (CPMS) can be found at: <http://cpms.dfa.state.nm.us>. Below are screenshots from the website on required fields for Local Entities. Please contact your program manager for Login and Password information.

Local Data	
ICIP Project #	
ICIP Priority	
Expended Amount (Local Entity)	\$0
Current Balance (Local Entity)	\$0
Project Status (Local Entity)	
Project Phase (Local Entity)	
Goal/Milestone achieved last quarter	
Goal/Milestone for next quarter	
Valid Contracts in Place (True/False)	
No activity for month being reported (True/False)	
Last Submission Date (Local)	
Last Update (Local)	

	Date Completed, Expected Completion Date or N/A	Amount Funded to Date	Future Funding Amounts	Funding Sources	Contractor Name	Contract Amount	Comments
Grant Agreement Issued							
Water Rights Easement & ROW							
Acquisition							
Archaeological Studies							
Environmental Studies							
Planning							
Design							
Construction							
Furnish/Equipment							
Total							

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT 2**

PERIODIC REPORT FINAL REPORT

Grantee: _____

Project Number: _____ Reporting Period: _____

1. Please provide a detailed status of project referenced above.

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

B. Project Phase

Bonds Sold Plan/Design Bid Documents Construction
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

Amount of Other Unexpended Funding Sources: _____

PERIODIC REPORT

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

FINAL REPORT

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

Grantee Representative/Title

Date

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

**DISBURSEMENT REQUEST FOR PROJECTS WITH FISCAL AGENTS
SPECIAL APPROPRIATIONS PROGRAM (SAP)**

A. NAME OF ENTITY _____

C. DISBURSEMENT REQUEST NUMBER _____

B. PROJECT NUMBER _____

D. GRANT AMOUNT _____

	PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Administrative Expenses	XXXXXXXXXX		XXXXXXXXXX		XXXXXXXXXX		XXXXXXXXXX	\$ -
Engineer Fees							\$ -	\$ -
Other Professional							\$ -	\$ -
Service Fees							\$ -	\$ -
Inspection Fees							\$ -	\$ -
Property Acquisition							\$ -	\$ -
Construction Cost							\$ -	\$ -
Planning Cost							\$ -	\$ -
Equipment							\$ -	\$ -
Other Costs (specify)							\$ -	\$ -
Contingencies							\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Certification: Under penalty of law, I certify that all the above expenditures are true and correct and are for appropriate purposes in accordance with the terms and conditions of the pertinent Loan/Grant Agreement; that all of the above expenses are properly documented, and are actual invoices; that payment has not been received; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Signature of Authorized Official: X	Typed or Printed Name:	Phone:	Date:
Signature of Fiscal Agent: X	Typed or Printed Name:	Phone:	Date:

For Fiscal Agent Signature:
SWORN TO AND SUBSCRIBED before me on this _____ day of _____, 20____
Notary Public _____ My Commission expires _____

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT

INITIAL Notice of Obligation to Reimburse Grantee # 1

DATE: _____
TO: Grantee: _____
Grantee Official Representative: _____
FROM: Department Representative: _____, NMED/CPB Project Manager
SUBJECT: Notice of Obligation to Reimburse¹ Grantee
Project Number: _____

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

Vendor or Contractor: _____
Third Party Obligation Amount: _____
Termination Date: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____
Termination Date: _____

Vendor or Contractor: _____
Third Party Obligation Amount: _____
Termination Date: _____

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

Grant Amount adjusted for AIPP if applicable: _____
The Amount of this Notice of Obligation: _____ \$0.00
The Total Amount of all Previously Issued Notices of Obligation: _____ N/A
The Total Amount of all Notices of Obligation to Date: _____ N/A

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

Department Rep. Approver: _____
Title: _____
Signature: _____
Date: _____

¹ "Reimburse" as used throughout this Notice of Obligation to Reimburse includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of the Grant Agreement and are a valid liability of the Grantee.

Resolution Resolution Number

WHEREAS, the Board of Directors / Council / Commission of Community / Utility of County Name County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department; and

WHEREAS, the Agreement is identified as SAP Project Number Grant Agreement; and

WHEREAS, pursuant to Executive Order 2013-006, "Establishing Uniform Funding Criteria and Grant Management and Oversight Requirements for Grants of State Capital Outlay Appropriations by State Agencies to Other Entities," the New Mexico Environment Department has determined that Community / Utility is required to have a fiscal agent for the grant.

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

Name, Mayor / Chair / Director, is authorized to sign the agreement for this project, and

Official Representative Name and Title and Alternate - Official Representative and Title, or his/her successors are OFFICIAL REPRESENTATIVES who are authorized to sign and request reimbursement requests and act as a point of contact in conjunction with the designated signatory authority for the Fiscal Agent concerning all matters related to the grant agreement; and

Fiscal Agent Representative Name and Title, or his/her successors of Fiscal Agent Name is the FISCAL AGENT and is hereby appointed as the Administrative Authority and is authorized by the MOU between Community / Utility and Fiscal Agent Name to administer the Grant Agreement and is authorized to sign reimbursement requests along with the designated signatory authority for reimbursement requests from Community / Utility and other documents requiring a signature for submittal to the New Mexico Environment Department.

PASSED, APPROVED, AND ADOPTED: _____.

Name, Mayor/ Chair, Community / Utility

(Signature)

Date

(SEAL)

Notary Name, Notary Title

ATTEST:

(Signature)

Date

Construction Programs Bureau Signature Page

Project Name:	Lower Rio Grande PWWA		
Project Number:	16-A2252-STB		
Official Representative:		Alternate - Official Representative:	
Name		Name	
Title		Title	
Signature		Signature	
Address		Address	
E-mail		E-mail	
Phone		Phone	

Fiscal Agent:	
Name	
Title	
Signature	
Address	
E-mail	
Phone	

DO NOT SEND TO
IRS - SUBMIT
FORM TO
REQUESTING
AGENCY

FCD 04/2016

NEW MEXICO DEPARTMENT OF FINANCE & ADMINISTRATION
FINANCIAL CONTROL DIVISION
SUBSTITUTE FORM W-9



REQUEST FOR TAXPAYER IDENTIFICATION NUMBER, CERTIFICATION

TYPE IN ALL CAPS OR PRINT NEATLY, PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION

PART I: VENDOR INFORMATION

1. Legal Business Name: (As It appears on the IRS EIN records, CP575, 147C - or - Social Security Administration records, Social Security Card, certified Form SSA702B)	2. If you use a DBA/Trade Name, please list below:
3. Entity Type (Check only one, unless you are or have been a State of New Mexico Employee, then also check State of New Mexico Employee box):	
<input type="checkbox"/> Individual / Sole Proprietorship <input type="checkbox"/> Estate or Trust <input type="checkbox"/> Single Member / LLC (Individual) <input type="checkbox"/> Government (Local, State, Federal) <input type="checkbox"/> Partnership General / LLC <input type="checkbox"/> Indian Tribe <input type="checkbox"/> Corporation / Professional Corporation / LLC <input type="checkbox"/> Tax-Exempt organization under IRC Section 501 C <input style="width:50px;" type="text"/> <input type="checkbox"/> Non-United States Business Entity <input type="checkbox"/> State of New Mexico Employee (Enter BU) <input style="width:50px;" type="text"/>	
4. 1099 Reporting: Services provided to the State by vendor, if not applicable skip:	
<input type="checkbox"/> Health care or medical service <input type="checkbox"/> Horse hire / NM Employee <input type="checkbox"/> Agency Volunteer (specify agency) <input style="width:50px;" type="text"/> <input type="checkbox"/> Legal or attorney services <input type="checkbox"/> Urban search & rescue member <input type="checkbox"/> State of NM Appointed Board member / <input type="checkbox"/> Rental of Real Property <input type="checkbox"/> Royalties commissioner / committee member	

PART II: TAXPAYER IDENTIFICATION NUMBER (TIN) & TAXPAYER IDENTIFICATION TYPE

1. Enter your TIN here (DO NOT USE DASHES)	<input style="width:20px; height:20px;" type="text"/> <input style="width:20px; height:20px;" type="text"/> <input style="width:20px; height:20px;" type="text"/> <input style="width:20px; height:20px;" type="text"/> <input style="width:20px; height:20px;" type="text"/> <input style="width:20px; height:20px;" type="text"/> <input style="width:20px; height:20px;" type="text"/> <input style="width:20px; height:20px;" type="text"/>
2. Taxpayer Identification Type (check appropriate box):	
<input type="checkbox"/> Employer ID No. (EIN) <input type="checkbox"/> Social Security No. (SSN) <input type="checkbox"/> Employee ID <input type="checkbox"/> N/A (Non-United States Business Entity)	

PART III: ADDRESS

1. Address: (If a state employee, enter Agency name and Field Office Address) Address Line #1	2. Remittance Address, IF DIFFERENT: Address Line #1
Address Line #2	Address Line #2
Address Line #3	Address Line #3
City State Zip + 4 Code	City State Zip + 4 Code

PART IV: CERTIFICATION

Under penalties of perjury, I certify that:

- The number shown on this form is my correct tax payer Identification number (or I am waiting for a number to be issued to me), AND
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, AND
- I am a U.S. Citizen or other U.S. person.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding

Printed Name	Printed Title	Telephone Number
Signature	Email	Date (mm/dd/yyyy)

PART V: OPTIONAL DIRECT DEPOSIT (ACH)

Warning: The State of New Mexico will not process International ACH Transactions (IAT). If any payment to you from the State will ever result in an IAT under National Automated Clearing House Association (NACHA) operating rules or if you are not sure if the rules apply to you DO NOT FILL OUT THIS SECTION OF THE FORM. Please provide a copy of a voided check or letter from bank confirming information indicated above.

Include a voided check or letter from financial institution if requesting ACH payments

Type of Account Checking Savings

I acknowledge the IAT warning and authorize the State of New Mexico to initiate direct deposit of funds to the account and financial institution indicated, and to recover funds deposited in error if necessary in compliance with NACHA regulations.

Signature	Printed Name
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PART VI: OFFICE USE ONLY

OFFICIAL / POC USE ONLY BUSINESS UNIT DATE (mm/dd/yyyy) PHONE NO. POC (Print name) POC Initials	DFA / FCD USE ONLY
---	---------------------------

Instructions for Completing this Form

This form substitutes for the IRS W-9 form. Complete this form if you will receive payment from the State of New Mexico and/or you are a vendor who provides goods and services to the State of New Mexico. To comply with the Internal Revenue Service (IRS) regulations regarding 1099 reporting, the State of New Mexico is required to collect the following information to be completed on the Substitute W-9 form. The information collected on this form will allow the State to confirm that our records contain the official name of your business, the Tax Identification Number (TIN) that the IRS has on file for your business and business type.

Check the appropriate box(s) that this form is to be utilized and fill in the corresponding section(s) indicated next to the box(s) checked.

PART I: VENDOR INFORMATION

- 1. Legal Business Name** Enter the legal name as registered with the IRS or Social Security Administration.
- 2. DBA/Trade Name** Individuals leave blank. Sole Proprietorships: Enter DBA (doing business as) name. All Others: Complete only if business name is different than Legal Name.
- 3. Entity Type** Check ONE box which describes business entity. If a current, past, or becoming a state employee, please also mark the State of New Mexico Employee box and enter the Business Unit number for the agency. Also, provide the 6 digit employee ID as assigned in SHARE HCM in the Part II Taxpayer Identification Number (TIN) & Taxpayer Identification Type section and mark the Employee ID box.
- 4. 1099 Reporting** Check the appropriate box that applies to the type of services being provided to the State. If the type of service is not specifically stated, then leave blank.

PART II: TAXPAYER IDENTIFICATION NUMBER (TIN) & TAXPAYER IDENTIFICATION TYPE

- 1. Taxpayer Identification Number** Enter TIN with no dashes in the boxes provided
 - a. TIN** is always a 9-digit number. Provide the Social Security Number (SSN) assigned by the Social Security Administration (SSA) or the Federal Employer Identification Number (FEIN) assigned to the business or other entity by the Internal Revenue Service (IRS).
 - b. Employee ID** is always a 6-digit number. Provide the employee ID assigned by the State of New Mexico for payroll processing in SHARE HCM.
- 2. TIN Identification Type** Mark the appropriate box for the TIN provided above.

PART III: ADDRESS

- 1. Address** Where correspondence, payment(s), purchase order(s) or 1099s should be sent.
 - a. Employees** If a current employee, please provide this following:
 - i. Address Line #1:** State Agency Name
 - ii. Address Line #2:** Field Office Mailing Address
 - iii. Address Line #3:** N/A
 - b. CDBG** When providing a Community Development Block Grant (CDBG) remittance address, provide bank name in address line #1 and physical address in address line #2
- 2. Remittance Address** If different than Address
- 3. Zip Code and Phone Number** The 5 + 4 code will be required to be entered for all zip codes. If the last 4 digits are unknown, then 4 zeros (0) can be entered. Do not enter the "-" as part of the zip code. When entering the phone number, only enter the 10 digit number. Do not enter the "(" or "-" as part of the phone number.

PART IV: CERTIFICATION

By signing this document you are certifying that all information provided is accurate and complete. The person signing this document should be the partner in the partnership, an officer of the corporation, the individual or sole proprietor noted under legal name above, or the New Mexico State Employee for which the vendor account is established.

Identifying information is required of the person signing the form.

PART V: OPTIONAL DIRECT DEPOSIT (ACH) You may elect to receive payments from the State of New Mexico through Automated Clearing House (ACH) direct deposit. Please provide a copy of a voided check or letter from financial institution with the banking information. Without one of the two items, ACH information WILL NOT be entered and payments will be made by warrant. Select the type of account being provided.

I Acknowledge Print name and sign to acknowledge the IAT warning and to authorize the State of New Mexico to initiate direct deposit of funds to your financial institution provided.

Privacy Act Notice Section 6109 requires you to furnish your correct TIN to persons who must file information

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Lower Rio Grande PWWA (Grantee)**

AND

_____ **(Fiscal Agent)**

The purpose of this Memorandum of Understanding (hereinafter "MOU") is to confirm that the Grantee, Lower Rio Grande PWWA (hereinafter "Grantee") is working in collaboration with _____, the designated Fiscal Agent (hereinafter "Fiscal Agent"), for the administration of a New Mexico legislative special appropriation to the New Mexico Environment Department (hereinafter "NMED"). The special appropriation grant agreement number is 16-A2252-STB in the amount of \$90,000 and has been appropriated to plan, design, purchase and install supervisory control and data acquisition information technology, including related equipment, furniture and infrastructure, for the lower Rio Grande public water works authority in Dona Ana county (hereinafter "Project").

It is mutually agreed that Lower Rio Grande PWWA will determine the specific work to be completed, will oversee construction, and will own and operate the improvements resulting from completion of the Project. By this MOU, it is understood between the parties that _____ (Fiscal Agent) is authorized to act as the Fiscal Agent for the project, and will be responsible for administration, procurement, and payments related to the project. The governing board of Lower Rio Grande PWWA will adopt a resolution appointing _____ (Fiscal Agent) as its Fiscal Agent and designating a signatory authority from _____ (Fiscal Agent) and a signatory authority from Lower Rio Grande PWWA in accordance with terms of the NMED Grant Agreement. The resolution shall also designate a grantee representative from Lower Rio Grande PWWA that is knowledgeable about the day to day activities relating to the Project.

The Fiscal Agent shall not be compensated from any grant funds for services rendered, or credited for services rendered, during the term of this MOU or during the duration of the Project.

This MOU shall be in effect for the duration of the grant agreement and terminates if the Grantee designates a new Fiscal Agent, or when the grant agreement expires or the project is complete and all appropriate close out documents are received, whichever comes first. The parties affirm their understanding and agreement by their signatures below. The parties may enter into a contractual agreement related to this project, but the terms of the agreement shall not conflict with the terms of this MOU or the Resolution.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this MOU as of the date of execution by the Fiscal Agent.

GRANTEE:

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

FISCAL AGENT:

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

<input type="checkbox"/>	Amendment
No.	_____
Date	_____

ATTACHMENT A
NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU
PROJECT DESCRIPTION

NAME OF GRANTEE: Lower Rio Grande PWWA

PROJECT NO: 16-A2252-STB

The GRANTEE agrees to accomplish the project as described below:

X

X

Official Representative

NMED Project Manager Approval

**ATTACHMENT B – NMENV TECHNICAL REQUIREMENTS
TO
STATE OF NEW MEXICO
CAPITAL APPROPRIATION FUND AGREEMENT**

ARTICLE 1 REVIEW

Upon execution of the agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

- A. The Grantee must submit a detailed project description to NMED Construction Programs Bureau (CPB) prior to committing to expenditures from these funds. The detailed description will be provided on the Attachment A form and must be approved by the CPB project manager.
- B. The Grantee must submit copies to NMED of all executed contracts entered into by the Grantee prior to this agreement, that are related to the project, for review and, if appropriate approval. CPB reserves the right to deny reimbursement under any contract not properly procured or otherwise ineligible under the grant terms.
- C. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit documentation regarding the hiring process to be used and the Request for Proposals (RFP), if applicable, to NMED for review and approval **prior to** selecting engineering and/or other professional services. An RFP for engineering services and/or other professional services must be performed in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If, the engineering fees will exceed \$60,000, excluding gross receipt taxes, the Grantee is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 888-6161 and e-mail ptab@acecnm.org.)
- D. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a draft of any engineering agreement and/or other professional services contract, or a letter certifying that the Grantee's staff will be used for design, to NMED for review and approval **prior to** executing the agreement/contract or using Grantee's staff. Unless a waiver has been received, the required engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on the website at www.nmenv.state.nm.us/cpb/cpbtop.html. Any waiver of the required engineering contract form must be in writing from CPB. NMED CPB requires that one copy of the executed contracts be supplied to them. The contract is between the grantee and their engineer. The State of New Mexico will not be a party to the contract.
- E. A preliminary engineering report (PER) or study by a registered New Mexico Professional Engineer may be required. If a PER or study is to be prepared, the Grantee and their consultant should meet with NMED before starting any work for a "scoping" meeting to fully discuss the scope and extent of the PER. The consultant shall present their preliminary outline for the PER, including the alternatives to be considered. The Grantee must submit the final PER and/or study to NMED for

review and approval before preparation of plans and specifications. The purpose of the PER and/or study is to analyze and choose the most technically feasible and cost effective solution for the project. The PER must follow USDA RUS Bulletin 1780-2.

- F. Grantee agrees not to start the preparation of plans and specifications until NMED approval of the PER, study, or waiver in writing of the report requirement has been received from CPB.
- G. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, and specifications for this project (prepared by a registered New Mexico Professional Engineer) to NMED for review and approval **before** the project is advertised for construction bids. Any addenda prepared after the project has been advertised for bids must be submitted to NMED for review and approval.
- H. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to NMED for review **prior to** advertising for construction. A site certificate certifying that all necessary easements and/or property upon or through which the project is being constructed have been obtained must be submitted prior to the advertisement for bid of the project. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor. The Grantee must submit the recommendation of award, certified bid tabulation, a copy of bid bond for the selected contractor and evidence of full project financing to NMED for review and approval **prior to** awarding the contract. Grantee shall not award the contract until NMED has concurred in writing with the award. Competitive bidding, in accordance with applicable state laws (including local wage determinations as provided for in Section 13-4-11 NMSA 1978), will be used for awarding construction contracts. Contracts will be awarded to the responsive, responsible bidder who submits the lowest acceptable bid, or as provided for by State Law.
- I. Following NMED approval of the proposed award, the Grantee will submit the notice of the award and the minutes of the meeting in which the award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed to NMED for review. The selected contractor will be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.
- J. At the pre-construction conference, the selected contractor will submit a construction schedule to the Grantee and, if requested, to NMED. The Grantee will submit all modifications to plans and contract by change orders to the NMED project manager promptly for review and approval **prior to** implementation of such modification or change. The decision by NMED will be rendered promptly in writing to the Grantee. In cases necessitating immediate action, a verbal decision will be rendered by NMED and followed by a written confirmation to the Grantee.

- K. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction. The Grantee will be required to submit the inspector's résumé to NMED for review and approval. All daily inspection reports shall be made available to the NMED Project Manager upon request.
- L. The Grantee will provide an Engineer's Construction Status Report (ECSR) using a template provided by NMED with each disbursement request that includes construction costs. The Engineer's Construction Status Report will include a description of the work completed during the same time period covered by the contractor's pay application and must be signed by a professional engineer and the Grantee's representative designated to oversee the project. Construction reimbursements cannot be paid without the NMED approved ECSR.
- M. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans, but will be a general NMED review as described in Article 2 below.
- N. If applicable, the Grantee (or the system owner) will employ qualified utility operators and will comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.
- O. If the grant funds are to be used for construction of wastewater collection lines or water distribution lines, the Grantee will assure NMED that the existing population will connect to the collection system or distribution system within reasonable time after project completion. This will be accomplished by adoption and annual review of an ordinance and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law. NMED may request an opportunity to review and comment on the ordinance to ensure compliance with this requirement.

ARTICLE 2 NMED OVERSIGHT

NMED inspection, review and approval are only for purposes of compliance with applicable state grant requirements, procedures, statutes and regulations. NMED approval will not be interpreted as any warranty or guarantee of any kind. Approval of plans and design of the project means only that plans are complete and in compliance with applicable state grant requirements, procedures and regulations. NMED will bring to the Grantee's attention, any obvious defects in the project's design, materials or workmanship, but all such defects and their correction will be the responsibility of the Grantee and its contractors and consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and consultants will remain responsible for the completion and success of the project. Approval does not relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 CLOSEOUT

- A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the Grantee's project engineer.
- B. If the grant funds are to be used for preparation of a PER, a study, or plans and specifications, final payment will be made after approval by NMED of the PER, study, or plans and specifications. Payments do not constitute approval of any of these documents.
- C. If the grant funds are to be used for purchase of equipment, final payment will be made after approval by NMED of receipt of equipment title and appraisal reports for used equipment.
- D. If the grant funds are to be used for construction, final payment will be made after the final inspection has been conducted by NMED and the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:
 - i. Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals;
 - ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee;
 - iii. A certificate of substantial completion including punch list items;
 - iv. A letter certifying project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED for final review and approval;
 - v. Certification letter by the Grantee that the Labor Standards Contract Provisions have been met;
 - vi. Letter from the owner certifying receipt and acceptance of the record drawings;
 - vii. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with

the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied;

- viii. A written consent of the surety, if any, to final payment; and
- ix. Grantee's ledger sheets including all payments made by the Grantee may be requested with the final reimbursement request and before the final reimbursement request can be processed by NMED.

ARTICLE 4 PROPERTY ACQUISITION

- A. With the exception of easements (See Article 1.H above), when real property is acquired by the Grantee, either through purchase or donation as a part of this project and within the project period, the Grantee will submit documentation of the acquisition to NMED, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a qualified appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by NMED **prior to** the acquisition of any real property. After real property acquisition, the Grantee will make available to NMED all documents of title pertaining to the acquired property and all easements or rights-of-way necessary for the completion of work under this grant agreement.



LOWER RIO GRANDE

Public Water Works Authority

Resolution #FY2017-06 SAP 16-A2552-STB

Whereas, pursuant to Executive Order 2013-006, “Establishing Uniform Funding Criteria and Grant Management and Oversight Requirements for Grants of State Capital Outlay Appropriations by State Agencies to Other Entities”, the New Mexico Environment Department has determined that the Lower Rio Grande Public Water Works Authority is required to have a fiscal agent for the grant.

Now Therefore, be it resolved by the Board of Directors that:

John Holguin, Board Chairman, is authorized to sign the agreement for this project, and Martin G. Lopez, General Manager, and Karen Nichols, Projects Manager, are OFFICIAL REPRESENTATIVES who are authorized to sign and request reimbursement requests and act as a point of contact in conjunction with the designated signatory authority for the Fiscal Agent concerning all matters related to the grant agreement; and

Jay Armijo, Executive Director, or his successors of South Central Council of Governments is the FISCAL AGENT and is hereby appointed as the Administrative Authority and is authorized by the MOU between Lower Rio Grande Public Water Works Authority and South Central Council of Governments to administer the Grant Agreement and is authorized to sign reimbursement requests along with the designated signatory authority for reimbursement requests from Lower Rio Grande Public Water Works Authority and other documents requiring a signature for submittal to the New Mexico Environment Department

PASSED, APPROVED, AND ADOPTED: August 17, 2016.

John Holguin, Chairman

Seal:

Alma Boothe, Secretary

2016 New Mexico Infrastructure Finance Conference At-a-Glance

Tuesday, October 25, 2016

4:00 p.m. - 7:00 p.m.	Early Registration	Lobby
4:00 p.m. - 7:00 p.m.	Exhibit Setup	Exhibit Area

Wednesday, October 26, 2016

8:00 a.m. - 5:00 p.m.	Registration	Lobby
8:00 a.m. - 11:00 a.m.	Exhibits Setup	Exhibit Area
8:00 a.m. - 7:00 p.m.	Exhibit Open	Exhibit Area
8:30 a.m. - 10:45 a.m.	Tour of Ruidoso Wastewater Plant	Mobile Workshop
11:00 a.m. - 12:00 p.m.	Conference Welcome, Ruidoso Village Mayor Tom Battin	Exhibit Hall
12:30 p.m. - 1:30 p.m.	State of New Mexico Capital Outlay Process	Exhibit Hall
1:45 p.m. - 3:15 p.m.	FUNDIT Collaboration and Support	Paradise Room
1:45 p.m. - 3:15 p.m.	Funding of Tribal Alternative Energy/Utilities Projects	F Sierra Blanca Room
1:45 p.m. - 3:15 p.m.	What is the Local Government Road Fund (LRGF) and How Can It Benefit Your Entity	Aspen Room
1:45 p.m. - 3:15 p.m.	The Funding Puzzle—Using Multiple Funding Sources	F Bonito Room
3:30 p.m. - 5:00 p.m.	Financing for Brownfields	Paradise Room
3:30 p.m. - 5:00 p.m.	Funding Tribal Water Infrastructure Projects	Sierra Blanca Room
3:30 p.m. - 5:00 p.m.	South Loop Bypass Project in District 2	Aspen Room
3:30 p.m. - 5:00 p.m.	Filling the Bucket One Drop at a Time: Water Plans	P Bonito Room
5:00 p.m. - 7:00 p.m.	Networking Welcome Reception, Exhibitor Stroll, and Music	Social

Thursday, October 27, 2016

7:00 a.m. - 5:00 p.m.	Registration, Exhibits Open	Lobby, Exhibit Area
8:00 a.m. - 9:30 a.m.	Film as an Economic and Tourism Driver	T Paradise Room
8:00 a.m. - 9:30 a.m.	Funding of Tribal Transportation/Road/Bridge Projects	Sierra Blanca Room
8:00 a.m. - 9:30 a.m.	Transportation Sustainability	Aspen Room
8:00 a.m. - 9:30 a.m.	Getting a Charge Out of Utilities: Electric, Gas, Internet	Bonito Room
9:45 a.m. - 11:15 a.m.	Public Infrastructure, Great Blocks!	Paradise Room
9:45 a.m. - 11:15 a.m.	Funding of Tribal Housing Projects	H Sierra Blanca Room
9:45 a.m. - 11:15 a.m.	NMDOT Bi-National Infrastructure and Border Activity	Aspen Room
9:45 a.m. - 11:15 a.m.	Sustainable Solutions for Water and Energy	Bonito Room
11:30 a.m. - 1:30 p.m.	Lunch with Keynote Speaker	Exhibit Hall
1:45 p.m. - 3:15 p.m.	FUNDIT General Session	Exhibit Hall
3:30 p.m. - 5:00 p.m.	Entrepreneur Programs	Paradise Room
3:30 p.m. - 5:00 p.m.	Tribal Planning Projects	P Sierra Blanca Room
3:30 p.m. - 5:00 p.m.	Intelligent Transportation Systems—Using Our Infrastructure Smarter	Aspen Room
3:30 p.m. - 5:00 p.m.	Rate Structure - Don't Be A Blockhead	Bonito Room
3:30 p.m. - 5:00 p.m.	Enhancing the Rio Ruidoso: Recreation and River Restoration Downstream from the Regional Wastewater Treatment Plant	P Mobile Workshop
6:00 p.m. - 11:00 p.m.	Boot Scootin' Good Time Dinner Dance	Social

Friday, October 28, 2016

7:30 a.m. - 12:00 p.m.	Exhibits Open	Exhibit Area
8:30 a.m. - 9:15 a.m.	Affordable Housing Strategies for Small Communities: Ruidoso's Land Bank and Trust Fund	H Exhibit Hall
9:15 a.m. - 10:00 a.m.	Getting the Best Value Out of Professional Services	Exhibit Hall
10:15 a.m. - 12:00 p.m.	Awards Brunch	Exhibit Hall
12:00 p.m. - 2:00 p.m.	Exhibit Breakdown	Exhibit Area

General	Transportation	Community/Economic Development	Tribal	Utilities	Social	Mobile Workshop
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Exhibitor Stroll	Planning	P Finance	H Housing	T Tourism
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