

SECOND MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF DEMING
AND
THE INTERSTATE STREAM COMMISSION

The City of Deming as Second Fiscal Agent for the New Mexico CAP Entity (hereafter Deming or Second Fiscal Agent) and the New Mexico Interstate Stream Commission (hereafter the ISC or First Fiscal Agent), collectively referred to as the Parties, hereby enter into this Memorandum of Understanding (the “Agreement”).

PREAMBLE

WHEREAS Deming is a municipal corporation organized under New Mexico Law and is a defined political subdivision, and a member of the New Mexico CAP (Central Arizona Project) Entity (hereafter the Entity);

WHEREAS the ISC is an executive commission of the State of New Mexico and is also a member of the Entity;

WHEREAS the Entity was created via a Joint Powers Agreement dated July 27, 2015 between thirteen voting parties and the ISC as a non-voting party;

WHEREAS the Entity is governed by a set of Bylaws adopted by the Entity on September 15, 2015;

WHEREAS both the Joint Powers Agreement creating the Entity and the Entity’s Bylaws outline responsibilities for a First Fiscal Agent and a Second Fiscal Agent;

WHEREAS the Joint Powers Agreement called for the ISC to act as First Fiscal Agent for the money awarded to New Mexico pursuant to Section 107(a) of the Arizona Water Settlements Act (“AWSA”) and for any and all additional monies accruing to the NM Unit Fund

from any source or activity undertaken in accordance with the 1968 Colorado River Basin Project Act, the Arizona Water Settlements Act or the CUFA, including any interest earned on the NM Unit Fund;

WHEREAS the original Joint Powers Agreement also called for the designation of a Second Fiscal Agent for the purpose of receiving and managing all AWSA-related revenues generated by the Second Fiscal Agent or by the Entity. As used in the original Joint Powers Agreement, the term “AWSA-related revenues” included all funds or income made available to the Second Fiscal Agent through the AWSA or generated by the Entity as a result of the AWSA, or other otherwise derived, directly or indirectly, from the AWSA, including reimbursements from the NM Unit Fund pursuant to an operating budget approved by the Entity and by the ISC;

WHEREAS following a vote by the Deming City Council, Deming agreed to act at Second Fiscal Agent on behalf of the Entity;

WHEREAS Deming and the ISC entered into a Memorandum of Understanding on December 29, 2015 outlining their respective duties and responsibilities;

WHEREAS the original Joint Powers Agreement between the Entity’s members was amended in October 2017 to add a new member to the Entity and to add new powers for the Entity;

WHEREAS the amended Joint Powers Agreement also eliminated references to “AWSA-related revenues” and replaced them with references to “additional revenues;”

WHEREAS the Memorandum of Understanding between Deming and the ISC expires on June 30, 2018;

WHEREAS a new Memorandum of Understanding is needed so that Deming can continue acting as the Entity’s Second Fiscal Agent and so that certain amendments in the

Amended Joint Powers Agreement are reflected in the Memorandum of Understanding going forward.

THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND UNDERSTANDINGS set forth herein, the Parties agree as follows:

I. TERM

This Agreement becomes effective on July 1, 2018 and expires on June 30, 2021, or earlier, upon sixty (60) days' notice of termination by the Party wishing to terminate. The term of this Agreement may be extended, by a written amendment agreed upon by the Parties prior to June 30, 2021.

II. PURPOSE

The purpose of this Agreement is to memorialize the responsibilities between the First Fiscal Agent and the Second Fiscal Agent relating to the receipt and the disbursements of monies directly or indirectly connected to the AWSA on behalf of the Entity.

III. REPRESENTATIONS AND WARRANTIES

The Parties hereby represent and warrant the following:

- A. The Second Fiscal Agent is recognized as a political subdivision of the state under Chapter 3 of the New Mexico Statutes Annotated (1978), and has the legal authority to receive and expend monies on behalf of the Entity.
- B. The ISC is an executive commission of the State of New Mexico created pursuant to NMSA 1978, Sections 72-14-1 through 72-14-45.

- C. This Agreement has been duly authorized by the Second Fiscal Agent and by the ISC, the persons executing this Agreement have authority to do so, and, once executed by the Parties, this Agreement shall constitute a binding obligation of the Parties, enforceable according to its terms.
- D. This Agreement and the Parties' obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Parties, or any judgment or decree to which they are subject.
- E. The Parties agree that each has the authority to bind itself to the terms of this Agreement and to undertake its respective role as First Fiscal Agent and Second Fiscal Agent respectively. The Parties' governing bodies have duly adopted or passed as an official act a resolution, motion, or similar action authorizing the persons identified as the official representative of the Parties to sign the Agreement. In addition, the Second Fiscal Agent has also authorized its designated representative to delegate signature on Requests for Payment.
- F. The Parties shall abide by all New Mexico laws, including without limitation those pertaining to conflict of interest, and governmental conduct. The Parties specifically agree that no officer or employee of the Parties who exercises any function or responsibility with respect to the funds that are the subject of this Agreement, during his/her tenure, shall have any interest, direct or indirect, in any contract or subcontract, for work to be performed using such funds. Further, the Parties shall require all of their contractors for work related to the business of the Entity to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- G. The Second Fiscal Agent certifies that no funds to be controlled by the Second Fiscal Agent pursuant to this Agreement have been paid, or will be paid, to spouses, children, parents, brothers and sisters of members of the governing body of the Second Fiscal Agent, otherwise defined as “immediate family members,” under § 13-1-62 of the New Mexico Procurement Code.
- H. The Second Fiscal Agent certifies that no funds to be controlled by the Second Fiscal Agent pursuant to this Agreement have been paid or will be paid, by or on behalf of the Second Fiscal Agent, to any person for influencing or attempting to influence an officer or employee of the Second Fiscal Agent, the Entity or the ISC.

IV. DUTIES AND RESPONSIBILITIES

- A. The ISC is, and will continue to be, the First Fiscal Agent for the New Mexico CAP Entity for all financial transactions related to all money awarded to New Mexico pursuant to Section 107(a) of the AWSA and for any and all additional monies accruing to the New Mexico Unit Fund from any source or activity undertaken in accordance with the 1968 Colorado River Basin Project Act, the AWSA or the CUFA, including any interest earned on the New Mexico Unit Fund.
- B. The Second Fiscal Agent shall receive and manage additional revenues generated by, and on behalf of, the Entity in a separate fund, which shall be known as the Second Fund, to comply with the terms of the amended Joint Powers Agreement for the Entity. For purposes of this Agreement, additional revenues specifically include, without limitation, proceeds from the issuance of bonds, levy of taxes, or assessments of membership dues and user fees or revenues from any other source generated, specifically excluding, however, any funds available to the State of New Mexico

through the ISC pursuant to Section 107 (a) of the Arizona Water Settlements Act and deposited into the NM Unit Fund. Additional revenues shall be used for (1) the planning, design, construction, operation and maintenance of a NM Unit, (2) to investigate and/or obtain, through lease, purchase or other transfer mechanism, the operation, management and/or utilization of water resources and infrastructure currently owned by Freeport-McMoran; or (3) all or any combination of those responsibilities . Disbursement of the monies in the Second Fund shall be subject to budget approval by the ISC. The Second Fiscal Agent shall pay invoices for goods or services related to the Entity on a reimbursement basis for expenditures contained in the line items in the budget approved by the Entity and the ISC for the fiscal year of the approved budget.

- C. The Second Fiscal Agent shall make all purchases under this Agreement in compliance with the requirements of New Mexico law, including without limitation the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 199.
- D. Travel and expense reimbursement compensation amounts shall be paid in accordance with the New Mexico Per Diem and Mileage Act, NMSA 1978, Sections 10-8-1 through 10-8-8, specifically excluding reimbursement of per diem or mileage for attending any meetings of the New Mexico CAP Entity.
- E. The Parties shall be strictly accountable for all receipts of funds and disbursements of funds. The Parties shall use Generally Accepted Accounting Principles in their accounting and records of all receipts and disbursements related to the monies in the NM Unit Fund and in the Second Fund.

F. Detailed records of all transactions shall be kept by each respective fiscal agent. The First Fiscal Agent shall keep detailed records of revenues and expenditures of funds received as the result of the AWSA. The Second Fiscal Agent shall keep detailed records of any additional revenues received from any source in connection with a NM Unit, and a detailed record of any expenditure of those monies.

G. The Parties agree that they are subject to the Audit Act and will perform their duties accordingly by assuring an auditing of funds received and disbursed by their respective agencies related to the AWSA and the NM Unit Fund. In addition, the Second Fiscal Agent shall provide the ISC annually with a copy of its audit, as it pertains to the expenses made on behalf of the Entity from the Second Fund.

H. Throughout the term of this Agreement, the Second Fiscal Agent shall:

1. On a semi-annual basis, submit to the Entity a budget-to-actual statement of the approved Entity budget;

2. If the Second Fiscal Agent receives any additional revenues on behalf of the Entity other than disbursements from the NM Unit Fund, the Second Fiscal Agent shall provide a fund-balance report for those revenues to the Entity and to the ISC by mail on a semi-annual basis (in June and in December); and

3. At the end of each fiscal year, the Second Fiscal Agent shall prepare and provide to the Entity and to the ISC a list of all personal property valued in excess of \$500 in the possession of the Second Fiscal Agent on behalf of the Entity, which were purchased during that fiscal year.

I. The Second Fiscal Agent may invoice the ISC for any expenditure for goods and services received in connection with the budget approved by the Entity and the ISC

for the NM Unit. The ISC will pay the Second Fiscal Agent within thirty (30) days of receipt of the invoice. The Second Fiscal Agent will then pay the contractor within fifteen (15) days of receipt of the amount of the invoice from the ISC. All invoices for services must be received by the ISC no later than July 15th of each year for work performed in the previous fiscal year (the State of New Mexico's fiscal year runs from July 1st to June 30th of each year). Invoices received after such date may not be paid. Payment of the amount invoiced, or any part thereof, shall not foreclose the ISC's right to recover incorrect, excessive or illegal payments.

- J. The Second Fiscal Agent is not responsible for payment of any monies to any person whatsoever in excess of any monies received and budgeted by the Entity for the purposes of the NM Unit from all sources, including monies received from the First Fiscal Agent, and any other additional monies received by the Second Fiscal Agent for the purposes of the NM Unit.
- K. All staff employed by the Second Fiscal Agent on behalf the Entity shall be governed by the employment policies of the Second Fiscal Agent and compensation for such staff shall be paid from the budget approved by the Entity and managed by the Second Fiscal Agent, subject to reimbursement by the First Fiscal Agent, if applicable. Before employment of an employee on behalf of the Entity begins, and every year thereafter for the duration of such employment, the Second Fiscal Agent shall provide the ISC with an estimated amount of liability cost for each such employee. The ISC shall then disburse this estimated amount to the Second Fiscal Agent. Upon termination of either the employee or this Agreement, or in August of a new Fiscal Year, the ISC and the Second Fiscal Agent shall reconcile the liability

amount paid by the ISC to the Second Fiscal Agent and the Second Fiscal Agent shall return any unexpended funds from the previous Fiscal Year to the ISC. Upon termination of this Agreement, all staff employed by the Second Fiscal Agent on behalf of the Entity must stop working and may be terminated. All employment contracts entered into by the Second Fiscal Agent with staff employed on behalf of the Entity shall clearly explain that such employment is subject to the existence of this Agreement.

- L. The Second Fiscal Agent shall receive an annual administrative fee for the services provided, as reflected in the Entity's budget. The administrative fee must be approved by a vote of the Entity, annually when the Entity approves its budget. For Fiscal Year 2018, the administrative fee approved by the Entity was set at \$35,000.

V. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

- A. The Second Fiscal Agent must submit one original and one copy of each Request for Payment.
- B. Each Request for Payment must contain proof of payment by the Second Fiscal Agent or of liabilities incurred by the Second Fiscal Agent. This proof of payment must be in the form of a notarized certification by the Second Fiscal Agent's designated representative that the expenditures are valid or are liabilities incurred by the Second Fiscal Agent, in the form of actual unpaid invoices received by the Second Fiscal Agent, for services rendered by a third party or items of tangible personal property

received by the Second Fiscal Agent in its capacity as Second Fiscal Agent for the Entity for the financing of work approved by the Entity in its budget in furtherance of the NM Unit.

- C. Requests for Payments shall be submitted by the Second Fiscal Agent to the ISC thirty (30) days or less from the date the Second Fiscal Agent receives an invoice from a third party, which invoice should be submitted to the Second Fiscal Agent promptly after the good was delivered or the service was provided. However, at the end of the fiscal year, the Second Fiscal Agent needs to submit all outstanding invoices for the prior fiscal year by July 15 of the new fiscal year for all unreimbursed expenditures.
- D. The Second Fiscal Agent's failure to abide by the requirements set forth in this Article may delay the processing of Requests for Payment. The ISC has the right to reject a payment request unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes in furtherance of the work and budget adopted by the Entity and approved by the Entity and the ISC, and that the expenditures, and the Second Fiscal Agent, are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements. The ISC's ability to reject any Request for Payment does not foreclose the availability of any other legal remedy to the ISC.

VI. BREACH

If either of the Parties believes that the other Party is in material breach of this Agreement, the Party believing there is a breach shall notify the other Party in writing of the alleged breach. The allegedly-breaching Party shall have thirty (30) days to cure said breach, or

to notify the alleging Party why the alleged breach is disputed. If the allegedly-breaching Party agrees it is in breach and fails to cure the breach within thirty (30) days, then the non-breaching Party can terminate this Agreement. If there is a dispute between the Parties regarding any alleged breach of this Agreement, then the dispute resolution portion of this Agreement shall apply.

VII. TERMINATION

- A. This Agreement shall terminate on June 30, 2021 (“Termination Date”), unless extended by amendment or terminated earlier than the Termination Date (“Early Termination”). If the Second Fiscal Agent intends to expend funds pursuant to the budget approved by the Entity, the funds must be expended by the Termination Date. For purposes of this Agreement, it is not sufficient for the Second Fiscal Agent to “encumber” funds on its books. Rather, 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 Entity or by the Second Fiscal Agent on behalf of the Entity, or title to the goods is transferred to the Second Fiscal Agent and/or as of the date particular services are rendered for the Entity. Funds are *not* “expended” and an “expenditure” has *not* occurred as of the date they are “encumbered” by the Second Fiscal Agent pursuant to a contract or purchase order with a third party.
- B. In the event of Termination of this Agreement, by either Party, the Second Fiscal Agent shall immediately notify all employees and contractors hired in connection with the NM Unit that their work must be temporarily suspended until a new Second Fiscal Agent Memorandum of Agreement has been executed with the ISC. All employment contracts entered into by the Second Fiscal Agent with staff employed

on behalf of the Entity shall clearly explain that such employment is subject to the existence of this Agreement.

- C. The Second Fiscal Agent shall include a provision in all contracts with contractors hired in connection with the NM Unit that, upon termination of this Agreement, such contracts may be transferrable to a new second fiscal agent for the Entity, as necessary. Those contracts that are not transferred are automatically terminated as of the date this Agreement is terminated.
- D. If a new second fiscal agent is selected by the Entity and this new fiscal agent determines it cannot proceed with the contracts or hire the staff previously employed by the City of Deming as Second Fiscal Agent, then the City of Deming is responsible for notifying staff and contractors as appropriate that their employment or contracts are terminated.
- E. Upon termination of this Agreement, the Second Fiscal Agent shall prepare and provide to the Entity and to the ISC a budget-to-actual statement and a fund balance report pertaining to all additional revenues received by the Second Fiscal Agent to date. In addition, the Second Fiscal Agent shall provide to the Entity and to the ISC a list of all assets in the possession of the Second Fiscal Agent on behalf of the Entity. Upon termination of this Agreement, the Second Fiscal Agent shall immediately transfer both title to all assets owned by the Second Fiscal Agent on behalf of the Entity, and the actual assets, to the new second fiscal agent.

VIII. EARLY TERMINATION

A. Early Termination includes:

1. Termination for violation of the terms of this Agreement; or

2. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the ISC or the Second Fiscal Agent may early terminate this Agreement by providing the other Party with a minimum of sixty (60) days' advance, written notice of Early Termination. In case of Early Termination, all provisions included in the "Termination" section of this Agreement are applicable.

- B. In case of Early Termination, the Second Fiscal Agent must obtain all outstanding invoices from contractors as soon as possible upon notice of Early Termination and submit those invoices to the ISC no later than two (2) weeks following the date of Early Termination of this Agreement.
- C. The Parties hereby waive any rights to assert an impairment of contract claim against each other in the event of Early Termination of this Agreement by either Party.
- D. The funds provided by the ISC to perform this Agreement reside in the New Mexico Treasury. While these funds were not appropriated to the Treasury by the New Mexico Legislature, the Legislature may, in its discretion, un-appropriate or withdraw authorization for the expenditure of these funds. If that occurs, the ISC can early terminate this Agreement for non-appropriation by giving the Entity and the Second Fiscal Agent written notice of such termination, as of the effective date of the non-appropriation. The ISC's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Second Fiscal Agent and shall be final. The Second Fiscal Agent hereby waives any rights to assert an impairment of contract claim against the ISC or the State of New Mexico in the event of Early Termination of this Agreement by the ISC.

E. In the event of Early Termination of this Agreement by either Party, the ISC's sole obligation to reimburse the Second Fiscal Agent is expressly conditioned upon the terms of this Agreement and the budget approved by the Entity, ratified by the ISC and already expended by, but not yet reimbursed to, the Second Fiscal Agent.

IX. NOTICES.

In order for any written notice to be deemed received by the Parties, notice regarding any issues involving this Agreement shall be provided to the Parties in writing to the following addresses:

City of Deming
c/o City Administrator
P.O. Box 706
Deming, NM 88031

New Mexico Interstate Stream Commission
c/o ISC Program Administrator
P.O. Box 25102,
Santa Fe, NM 87504-5102

If any contact information for either of the Parties changes, it is the obligation of the Party whose information is changing to provide the other Party with the new contact information within ten (10) business days of said change.

X. DISPUTE RESOLUTION

A. The Parties recognize the importance of communication as a means of solving any disagreement. As a result, the Parties agree that, should a disagreement between the Parties arise regarding the implementation or interpretation of this Agreement, the following model shall be followed in order to solve any disagreement:

First, the Deming City Administrator or Deming's designee and the Director of the ISC or the ISC's designee shall meet, either by telephone or in person, and confer in good faith in order to solve the disagreement;

If this approach fails, the Parties shall go to mediation. A mediator will be selected in the following manner: Each Party will propose in writing three names of mediators that would be acceptable to that Party. If there is a mediator name that appears on the lists for both Parties, that mediator shall be chosen. If no mediator name is common to both lists, the Parties shall confer to agree on a mediator based on availability of mediators for speedy resolution, and hourly rate charged by the mediator. The Parties will each pay half of the costs of mediation.

- B. If mediation fails, then either side, having exhausted the remedies herein, may file suit against the other in a court of competent jurisdiction for any remedy provided for by law.

XI. CONDITIONS AND RESTRICTIONS

The following general conditions and restrictions are applicable to the monies being disbursed by the ISC:

- A. Both Parties are subject to the Governmental Conduct Act.
- B. The funds disbursed pursuant to this Agreement 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.

- C. Work executed with the funds disbursed pursuant to this Agreement must be in accordance with the New Mexico Public Works Minimum Works Act, NMSA 1978, Sections 13-4-10 through 13-4-17, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Second Fiscal Agent is a party to on behalf of the Entity 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.
- D. The funds disbursed pursuant to this Agreement 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.”

- E. The Second Fiscal Agent shall not, at any time, convert any property acquired or developed with the Entity’s funds to uses other than those specified in the Entity’s budget without the Entity’s and the ISC's express, advance written approval.
- F. The Second Fiscal Agent 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 Second Fiscal Agent 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 Second Fiscal Agent, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If the Second Fiscal Agent is found to be not in compliance with these requirements during the life of this Agreement, the Second Fiscal Agent agrees to take appropriate steps to correct any deficiencies. The Second Fiscal Agent's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

XII. AMENDMENT AND WAIVER

- A. This Agreement shall not be altered, changed or amended except by a written instrument executed by the Parties hereto.
- B. A Party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its

rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.

XIII. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED UNDER THIS AGREEMENT

The Second Fiscal Agent acknowledges and agrees that the Second Fiscal Agent shall include a “non-appropriations” clause in all contracts between the Second Fiscal Agent 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. This non-appropriation clause will state:

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

XIV. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties. The Parties agree that they have read and fully understand the obligations and responsibilities of this

Agreement. The Parties further agree to abide by the terms of this Agreement. The Parties also agree that New Mexico law applies to any interpretation of this Agreement.



Aaron Sera
Deming City Administrator



John W. Longworth, P.E.
Director, Interstate Stream Commission



Dominique M. Work
ISC Office of the General Counsel

**STATE OF NEW MEXICO
REQUEST FOR PAYMENT
EXHIBIT 1**

NAME: _____
 CONTACT PERSON: _____
 ADDRESS: _____

 PHONE #: _____

NM Interstate Stream Commission (ISC)
 Attn: ISC Administrative Program Manager
 P.O. Box 25102
 Santa Fe, New Mexico 87504-5102
 PH: 505.827.4038 FAX: 505.827.6188

Fiscal Year Expenditure Period Ending: (Jan - Jun) (Jul - Dec) Fiscal Year: _____

Payment Request No.: _____

Service or Item Purchased	Amount Requested (\$)

Total Reimbursement Requested: _____

CERTIFICATION

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual invoices; and that the NM CAP Entity and the City of Deming acting as the Second Fiscal Agent for the NM CAP Entity is in full compliance with the Joint Powers Agreement and with the Fiscal Agent Memorandum of Understanding between the ISC and the City of Deming. None of the obligations for which payment is requested has formed the basis for any payment previously made.

 Fiscal Agent Authorized Representative

 Printed Name Date

SWORN TO and SUBSCRIBED before me on this ____ day
 of _____, 201_.

Notary Public: _____

My commission expires: _____