April 2, 2018

Lori Ortiz, Town Clerk
Town of Hurley
PO Box 65
Hurley, NM 88043

RE: Construction Funding Agreement – Town of Hurley

Dear Ms. Ortiz,

This letter shall serve as official notice to proceed up to $2,100,000.00 for the Town of Hurley’s Construction Funding Agreement between the Town of Hurley and the New Mexico Interstate Stream Commission.

Please make sure that all invoices that are submitted under this agreement reference the Purchase Order number 55000-0000017720.

All deliverables under this contract will be due to the ISC as stated in the agreement.

If you have any questions, please contact Helen Sobien at (505) 827-6114.

Sincerely,

Marcos Mendiola
Administrative Manager
Interstate Stream Commission

Copy to:
Helen Sobien
Marcos Mendiola
Contract File
State of New Mexico
Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 1

Office of State Engineer
P. O. Box 25102
Santa Fe NM 87504-5102
United States

Supplier: 0000054495
TOWN OF HURLEY
PO BOX 65
HURLEY NM 88043-0365
United States

Ship To: P. O. Box 25102
Santa Fe NM 87504-
5102
United States

Bill To: P O Box 25102
Santa Fe NM 87504-
5102
United States

Origin: EXE
Exc/Exc#: 13-1-98-A

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Schedule Total  
$2,100,000.00

Item Total  
$2,100,000.00

Total PO Amount  
$2,100,000.00

Agency Approval: I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable, Federal) legislation rules and regulations. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

[Signature]
CONSTRUCTION FUNDING AGREEMENT
BETWEEN
THE TOWN OF HURLEY
AND
THE NEW MEXICO INTERSTATE STREAM COMMISSION

THIS AGREEMENT is made and entered into by and between the New Mexico Interstate Stream Commission, 407 Galisteo Street, Santa Fe, New Mexico 87501, hereafter called the “ISC” or the “Commission” and the Town of Hurley, hereafter called the “Town.” Collectively, the Commission and the Town are referred to as the “Parties.” The Effective Date of this Agreement is the date it is executed by the last signatory.

RECEITALS

WHEREAS, pursuant to NMSA 1978, Section 72-14-3, the ISC is authorized to investigate water supply, to develop, to conserve, to protect and to do any and all other things necessary to protect, conserve and develop the water and stream systems of this state; and

WHEREAS, in the Arizona Water Settlements Act, Pub. L. 108-451 (“AWSA”), the Congress of the United States appropriated funds to the ISC to finance a New Mexico Unit or other water utilization alternatives to meet water supply demands in the Southwest Water Planning Region of New Mexico, as determined by the ISC; and

WHEREAS, pursuant to the AWSA, those funds are being deposited in yearly installments into the New Mexico Unit Fund, a fund created by the New Mexico Legislature in the New Mexico Treasury for the specific purpose of receiving AWSA money; and

WHEREAS, at its February 26, 2015 public meeting, the ISC approved an allocation of $2.1 million to the Grant County Water Commission for its wellfield and pipeline project designed to serve, among others, the Town of Hurley; and

WHEREAS, on December 8, 2016, the Grant County Water Commission passed a resolution, attached hereto as Exhibit A, transferring to the Town of Hurley all allocated funds related to the design and construction of a wellfield and water transmission system from a point in Grant County to the Town of Hurley; and

WHEREAS, at its December 12, 2016 meeting, pursuant to a request from the Grant County Water Commission, the ISC approved the Grant County Water Commission’s plan (available at http://www.ose.state.nm.us/Basins/Colorado/AWSA/Studies/2016_GCWC_WellPipePlanApp.pdf) and request to reallocate the Grant County Water Commission’s $2.1 million award to the Town of Hurley, provided that the Town of Hurley secures full funding for Phase I-A of its plan no later than December 31, 2019; and
WHEREAS, on February 13, 2017, the Town passed a resolution, attached hereto as Exhibit B, accepting the transfer of funds from the Grant County Water Commission relative to the design and construction of a wellfield and water transmission system from Grant County to the Town; and

WHEREAS, in accordance with the ISC's decisions, and the resolutions by the Grant County Water Commission and by the Town of Hurley, the ISC will provide funds to the Town, on a reimbursement basis, in accordance with the terms and conditions of this Agreement.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF FUNDING, REVERSION DATE AND PROJECT BUDGET

A. Project Description. The project that is the subject of this Agreement is a functional phase of the regional water supply project. The original regional water supply proposal from the Grant County Water Commission is envisioned to provide water for Bayard, Hurley, Santa Clara, Silver City and others. This Agreement pertains exclusively to Phase I-A, which is for the benefit of the Town of Hurley. Specifically, Phase I-A ("Project") includes construction of a fresh water production and transmission system for the Town of Hurley, including a fully equipped water well approximately 1,200 feet deep, a fresh water booster station with 250,000 gallon head tank, a 12" diameter fresh water transmission line, approximately 40,500 feet long with bores beneath U.S. Highway 180, and SWRR tracks and top-loading connections to the existing fresh water distribution tanks at Hurley. The Town will own and operate all the infrastructure.

B. Amount of Funding. Total reimbursements by the ISC to the Town shall not exceed the amount awarded by the ISC of Two Million One Hundred Thousand Dollars ($2,100,000) (the "Funding Amount"). In addition, pursuant to the ISC's decision of February 26, 2015, the ISC's award is conditioned upon securing additional funding for the Project from sources other than the NM Unit Fund.

C. Reversion Date. Project funds must be expended by the Town as of December 31, 2020. This date is referred to through the remainder of this Agreement as the "Reversion Date." This Agreement is in effect from the Effective Date until December 31, 2020, the Reversion Date, unless terminated by either Party before the Reversion Date ("Early Termination"), pursuant to Article V herein. On the Reversion Date, any part of the Funding Amount not expended by the Town will revert to the New Mexico Unit Fund and will no longer be available to the Town.

D. Project Budget.

(i) Project Budget, Generally
a. The ISC is providing the $2.1 million Funding Amount described above. The Town commits to securing all additional funding necessary to complete the Project. All funding secured by the Town must be expended before the Funding Amount provided by the ISC can be used, with the exception of the funding provided by the United States Department of Agriculture ("USDA"), which will be expended after the ISC funds.

b. The Town agrees that it will expeditiously initiate and complete the Project in a timely fashion.

c. The Town agrees that it will prepare a Project Budget ("Project Budget"), which will outline all steps to be completed to pursue and finance the Project, including, but not limited to, detail regarding how the Funding Amount will be spent.

d. No funds from the New Mexico Unit Fund shall be expended towards the Project until the Project Budget has been approved by the ISC staff.

e. The Town will not be reimbursed from the New Mexico Unit Fund for any part of any expenditure that is not included in the Project Budget approved by the ISC staff.

f. The Town agrees to make no change to the Project Budget without first submitting to the ISC staff for its approval a written amendment to the Project Budget Form.

(ii) Submitting the Project Budget

Prior to execution of this Agreement, the Town shall submit to the ISC an executed Project Budget on the Scope of Work and Budget Form attached hereto as Exhibit C. This Project Budget shall be incorporated into, and made a part of, this Agreement. The Project Budget shall list all anticipated tasks that the Town believes are reasonably necessary to accomplish the Project. Out of that list, the Project Budget shall outline all the tasks for which the Town plans on seeking reimbursement from the Funding Amount, and all the tasks for which the Town plans on obtaining additional funding from other sources.

ARTICLE II. LIMITATION ON THE ISC'S OBLIGATION TO MAKE REIMBURSEMENTS TO THE TOWN

A. After the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the ISC will reimburse the Town for certain expenses associated with the Project, as defined in the Project Description, up to the limit of the Funding Amount. This Agreement, and the disbursement of any and all amounts of the Funding Amount are expressly conditioned upon the following:

(i) The Town's expenditures shall be made on or before the Reversion Date, or, if applicable, the Early Termination Date. This means that the goods will have been delivered and accepted, or the title to the goods will have been transferred to the Town, or the services will have been rendered to the Town before the Reversion Date, or, if applicable, the Early Termination Date; and
(ii) The total amount reimbursed by the ISC to the Town shall not exceed the Funding Amount identified in Article I(B); and

(iii) The Town shall commit to obtaining or providing any additional funds necessary to complete the Project if the Funding Amount is insufficient to pay for the entire cost of the Project; all funding secured by the Town must be expended before the Funding Amount provided by the ISC can be used, with the exception of the funding provided by the USDA, which will be expended after the ISC funds; and

(iv) The Town’s expenditures shall be made pursuant to the Town’s legal procurement process in accordance with the New Mexico Procurement Code, NMSA 1978, Sections 13-1-21 through 13-1-199, 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 tangible personal property and real property for the Project. Failure to observe the New Mexico Procurement Code is a misdemeanor and may result in criminal and civil penalties; and

(v) The Town shall timely submit a “Request for Payment” using the form attached hereto as Exhibit D, in accordance with the procedures set forth in this Agreement; and

(vi) 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;
   b. If no oversight entity is required to approve the transaction, the ISC must approve the transaction as complying with the law.
   c. Prior to the sale, lease, license or operating agreement being approved pursuant to subparagraph (a) or (b) above, the ISC may, in its discretion, and unless inconsistent with New Mexico State Board of Finance-imposed conditions, reimburse the Town for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible.

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

C. The Funding Amount shall not be used for purposes other than those specified in the Project Description, Scope of Work, and the tasks described in the Project Budget attached hereto as Exhibit C. All Project expenditures will also conform to Exhibit C.

D. The Town shall make all purchases under this Agreement in compliance with the requirements of New Mexico law.

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ARTICLE III. NOTICE PROVISIONS: TOWN AND ISC DESIGNATED REPRESENTATIVES

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

The Parties hereby designate the persons listed below as their official representatives concerning all matters related to this Agreement:

TOWN OF HURLEY:

Name: Lori Ortiz
Title: Town Clerk
Address: P.O. Box 65
        Hurley, NM 88043
Email: townclerk@townofhurleynm.us
Telephone: (575) 537-2287

INTERSTATE STREAM COMMISSION:

Name: Helen Sobien
Title: Gila Engineer
Address: 407 Galisteo Street (87501)
        P.O. Box 25102
        Santa Fe, NM 87504-5102
Email: Helen.Sobien@state.nm.us
Telephone: (505) 827-6114

The Parties agree that they shall send all notices related to this Agreement to the above-named persons by certified mail, or email. 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. 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 the e-mail, or upon reply by the recipient, whichever occurs first.

ARTICLE IV. EXPENDITURE OF FUNDS

The Funding Amount must be "expended" on or before the Reversion Date set forth in Article I, or, if applicable, the Early Termination Date of this Agreement, set forth in Article V below. For purposes of this Agreement, it is not sufficient for the Town to encumber the Project funds on its book on or before the Reversion Date or Early Termination Date. 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 Town, or title to the goods is transferred to the Town, or as of the date particular services are rendered for the Town. Funds are not expended, and an expenditure has not occurred as of the date the funds are encumbered by the Town pursuant to a contract or purchase order with a third party.

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ARTICLE V. EARLY TERMINATION

A. Circumstances of Early Termination

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date;
(ii) Termination due to expenditure of the total Funding Amount before the Reversion Date;
(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 and conflicts of interest.

Either the ISC or the Town may terminate this Agreement prior to the Reversion Date. Early Termination can be accomplished by providing the other Party with a minimum of fifteen (15) days’ advance written notice of Early Termination. The Town hereby waives any rights to assert an impairment of contract claim or a breach of contract claim against the ISC or the State of New Mexico in the event of Early Termination of this Agreement by the ISC pursuant to this Section of the Agreement.

B. Early Termination Due to Non-Appropriation

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, appropriate, un-appropriate or withdraw authorization for the expenditure of these funds. If the Legislature un-appropriates funds that the ISC has earmarked for this Agreement, or withdraws authorization for the expenditure of these funds, the ISC shall have the sole discretion to terminate this Agreement prior to the Reversion Date, as of the effective date of the law un-appropriating the funds. The ISC’s decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Town and shall be final. The Town hereby waives any rights to assert an impairment of contract claim or a breach of contract claim against the ISC or the State of New Mexico in the event of Early Termination of this Agreement by the ISC pursuant to this section of the Agreement.

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

In the event of Early Termination of this Agreement by either Party, the ISC’s sole obligation to reimburse the Town is expressly conditioned upon the limitations set forth in this Agreement.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Suspension

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The ISC may choose, in its absolute discretion, to direct the Town to suspend entering into new and further obligations to be paid by the ISC pursuant to this Agreement ("Suspension"). The ISC shall provide written notice of the Suspension to the Town in accordance with the provisions of this Agreement.

If a Suspension directive is issued:

(i) Upon the date the Town receives written notice of Suspension from the ISC, the Town shall immediately suspend entering into new or further written obligations with third parties; and
(ii) The ISC may suspend issuance of any new or further NTP under this Agreement; and
(iii) The ISC may direct the Town to implement a corrective action plan in accordance with this Agreement.

B. Reimbursement

In the event of Suspension of this Agreement, the ISC’s sole obligation to reimburse the Town is expressly conditioned upon the limitations set forth in this Agreement.

C. Lifting of Suspension

A Suspension of new or further obligations under this Agreement shall remain in effect until the date the Town receives written notice from the ISC informing the Town that the Suspension has been lifted or that the Agreement has been terminated early in accordance with Article V herein. If the Suspension is lifted, the ISC will consider further requests for NTPs.

D. Correction Action Plan in the Event of Suspension

In the even the ISC, in its sole and absolute discretion, issues a Suspension to the Town under this Agreement, the ISC may, but is not obligated to, require the Town to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be signed by the Town and approved by the ISC. Failure to sign a corrective action plan, or to meet the terms and deadlines set forth in the signed corrective action plan, shall be deemed a violation of the terms of this Agreement for purposes of Early Termination. The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy available to the ISC, including, but not limited to, Early Termination.

ARTICLE VII. AMENDMENT

This Agreement can only be amended by a written instrument duly executed by all the Parties hereto.
ARTICLE VIII. REPORTS

A. Periodic Reports

In order that the ISC staff may adequately monitor Project activity, the Town shall submit to the ISC Periodic Reports for the Project. The Periodic Report shall be submitted by the Town on the form attached hereto as Exhibit E, which is also used for the Final Report.

The Periodic Report shall be due quarterly on the last day of each quarter, beginning with the first full quarter following execution of this Agreement by the last signatory and ending with the submission of a Final Report for the Project. The ISC may, in its discretion, change the reporting period from time to time by giving the Town 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. Final Report

The Town shall submit to the ISC a Final Report for the Project. The Final Report shall include a report by the engineer who is charged with construction oversight of the Project. The Final Report shall be submitted on the form attached hereto as Exhibit E, which is also used for the Periodic Report. The ISC shall provide the Town with a minimum of thirty (30) days’ advance written notice of any change to the Final Report format or content. The 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 first occurs.

C. Requests for Additional Information/Project Inspection

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

D. ISC Oversight

Pursuant to the limitations contained in Article XIV, any inspection, review and approval of the Project itself or the Periodic and Final reports, as described above, are only for purposes of compliance with the terms of the Agreement and any other grant requirements. ISC inspection, review and approval will not be interpreted as any warranty or guarantee of any kind.

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ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. Request for Payment

The Town shall request payment for goods or services by submitting a Request for Payment, using the form attached hereto as Exhibit D. Payment requests are subject to the following procedures:

(i) The Town must submit one (1) original and one (1) copy of each Request for Payment; and
(ii) Each Request for Payment shall contain proof of payment by the Town, or proof of liabilities incurred by the Town, in the form of copies of invoices and a certification by the Town’s representative as designated in Article III herein. The certification must state that the expenditures are valid liabilities incurred by the Town, for services rendered or goods received by the Town for the implementation of the Project; and
(iii) Each Request for Payment must be certified as approved for payment by the ISC representative who is providing oversight of the Project; and
(iv) When the Town is submitting a Request for Payment to the ISC based upon invoices from a third party contractor or vendor received, but not yet paid by the Town, if the invoices comply with the provisions of this Agreement and are a valid liability of the Town, the Town shall make payment to those contractors or vendors upon the invoice within fifteen (15) calendar days from the date of cashing or depositing the payment from the ISC.

B. Deadlines

Requests for Payment shall be submitted by the Town to the ISC within thirty (30) days of the date each respective invoice is received by the Town from a contractor or within thirty (30) days from the date this Agreement expires or is terminated. Provided, however, that, due to New Mexico fiscal year deadlines imposed by the New Mexico Department of Finance and Administration, for work completed by June 30th of any given year, the Town must submit all invoices by July 15th of that same year in order to be reimbursed. Any invoice covering expenses incurred prior to June 30th received after July 15th may not be paid.

C. Payment Processing

(i) The Town’s failure to abide by the requirements set forth in Articles II and IX herein may result in the denial of its Request for Payment or in delays in processing Requests for Payment. The ISC has the right to reject a Request for Payment 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 Town are otherwise in compliance with this Agreement. The ISC’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 ISC due to any violation of this Agreement by the Town.

(ii) Pursuant to the limitations contained in Article XIV, any approval of a Request for Payment, as described above, by the ISC will not be interpreted as any warranty or guarantee of any kind.

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 laws, regulations, policies and guidelines, including, but not limited to, the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, or any local procurement ordinance, where applicable.

(ii) The construction phase of the Project must be implemented 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 Town 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 the 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 NMSA 1978, Section 13-4-11(B) to be the prevailing wage rates and prevailing fringe benefit rates issued for the Project.

(iii) The Project may benefit private entities only in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the “Anti-Donation Clause.”

(iv) The Town shall not at any time convert any property acquired or developed with the Funding Amount to uses other than those specified in the Project Description without the ISC's express advance written approval.

(v) The Town 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 Town 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 the Town, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under any activity performed pursuant to this Agreement. If the Town is found not to be in compliance with these requirements during the life of this Agreement, the Town agrees to take appropriate steps to correct any deficiencies. The Town’s failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

(vi) Contractors of the Project will be required to post a performance bond in accordance with the requirements of NMSA 1978, Section 13-4-18 (1978), and to obtain any necessary easements and all permits required by public entities.

(vii) The Town shall be solely responsible for the construction, maintenance and operation of all equipment and improvements associated with the Project. The Town agrees that the State of New Mexico and its agencies, including the ISC and its employees, are not in any manner responsible for the operation, management, replacement, construction, or supervision of any aspect or part of the Project. This provision shall survive termination of this Agreement.

(viii) The Town shall perform all operations and maintenance of the Project for the design life of the Project after completion and acceptance of the work under the construction contract(s) to assure satisfactory operation of the Project and service to the Town. The Town’s obligation to maintain the Project will last for the Project’s design life.

(ix) 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.

B. The Town hereby represents and warrants the following:

(i) The Town is recognized as a political subdivision of the state pursuant to NMSA 1978, Chapter 3, Article 18, and has the legal authority to receive and expand the Funding Amount.

(ii) This Agreement has been duly authorized by the Town. The Town’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 Town to sign the Agreement and to sign Requests for Payment. Once executed by the Town, this Agreement shall constitute a binding obligation on the Town, enforceable according to its terms.

(iii) This Agreement and the Town’s obligations hereunder do not conflict with any federal or state law, ordinance or resolution applicable to the Town, the Town’s charter, if applicable, or any judgment or decree to which the Town is subject.

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(iv) The Town shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Town specifically agrees that no office or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no public officials of the locality who exercises any function or responsibility with respect to this Funding Amount, 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 Agreement. Further, the Town shall require all its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(v) The Town certified that no funds have been paid, or will be paid, by or on behalf of the Town, to spouses, children, parents, brothers and sisters of members of the Town’s governing body otherwise defined as “immediate family members,” in accordance with NMSA 1978, Section 13-1-62, a section of the New Mexico Procurement Code.

(vi) The Town certifies that no funds have been paid or will be paid, by or on behalf of the Town, 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 contract or work to a third party, and that the Town shall require certifying language prohibiting lobbying to be included in the award documents for all sub-awards, including sub-contracts, loans and cooperative agreements. All sub-recipients shall be required to certify accordingly.

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

A. The Town shall be strictly accountable to the ISC for receipts and disbursements related to the Funding Amount. The Town shall follow Generally Accepted Accounting Principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds related to the Project, to ensure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project’s completion, the Town 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 sub-contracts, 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 any such other records as the ISC shall prescribe.

C. The Town shall make all Project records available to the ISC, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, the Funding Amount, if the State Auditor finds that any or all of these funds were improperly expended, the Town may be required to reimburse the New Mexico Unit Fund of the ISC for any and all amounts found to be improperly expended.
D. The Town agrees to comply with the terms of the New Mexico Audit Act, NMSA 1978, Sections 12-6-1 through 12-6-14, and any other applicable laws, regulations, policies, and guidelines related to the Audit Act.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the ISC determines that part or all of the Funding Amount was improperly reimbursed to the Town, including, but not limited to, Project funds reimbursed to the Town based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Town, or violation of this Agreement, the Town shall be required to return such funds to the ISC for disposition with 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 the immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. LIMITATIONS

A. Any ISC inspection, review and approval of the Project itself, Project plans or designs, Periodic and Final reports, or approval of any Payment Requests are only for purposes of compliance with the terms of this Agreement and other grant requirements. ISC inspection, review and approval will not be interpreted as any warranty or guarantee of any kind. The Town and its contractors and consultants shall remain responsible for the completion and success of the Project. Inspection, review or approval by the ISC or ISC staff does not relieve the Town or any professional engineer hired by the Town of legal responsibility for the overall integrity of the Project, adequacy of the design, safety or compliance with all applicable laws and regulations. This provision shall survive termination of this Agreement.

B. The Town shall implement the Project in all respects. The Town shall provide all necessary qualified personnel, material and facilities to implement the Project. The Project is the Town’s sole responsibility and nothing herein is intended to impose upon the ISC any responsibility or liability for any current or future design, construction or maintenance of the Project.

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

The Town acknowledges and agrees that the Town shall include a “non-appropriations” clause in all contracts between the Town 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 Town of Hurley may immediately terminate this Agreement by giving the Contractor written notice of such termination. The Town of Hurley’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 or a breach of contract claim against the Town of Hurley or the ISC or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Town of Hurley pursuant to lack of ISC funds.”

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

The Town acknowledges and agrees that the Town shall include the following 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 disbursement from the ISC. Should the ISC terminate the agreement providing those funds before the scheduled termination date, the Town of Hurley may terminate this contract earlier than its scheduled termination date by providing the Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Town of Hurley’s only liability shall be to pay the Contractor for acceptable goods delivered and services rendered before the termination date of this contract.”

ARTICLE XVII. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Town and the ISC concerning the subject matter hereof. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal between the Parties hereto with regard to the subject matter hereof.

[THIS SPACE LEFT BLANK INTENTIONALLY]

(Page 14 of 15)
IN WITNESS WHEREOF, the Parties have duly executed this Agreement, which is in effect as of the date of execution by the last signatory.

TOWN OF HURLEY

[Signature]
Signature of Official with authority to bind the Town

[Print or type name]
MAYOR
Print or type title

3/6/18
Date

NEW MEXICO INTERSTATE STREAM COMMISSION

[Signature]
John Longworth, P.E., Acting Director

3/26/18
Date

[Signature]
JeR Primm, Director, Program Support

3/16/18
Date

[Signature]
Dominique Work, Office of the ISC General Counsel

3/14/18
Date
RESOLUTION 2016-02

A RESOLUTION TRANSFERRING TO THE TOWN OF HURLEY ALL ALLOCATED FUNDS RELATED TO THE DESIGN AND CONSTRUCTION OF A WELL-FIELD AND WATER TRANSMISSION SYSTEM FROM A POINT IN GRANT COUNTY TO THE TOWN OF HURLEY

WHEREAS, the Grant County Water Commission ("GCW Commission") is participating in the creation of a regional water transport system, involving the development of an unimproved well-site and the construction of a water transportation system to serve particular portions of Grant County (the "Project"); and

WHEREAS, the Town of Hurley is under advisement that the current private-entity provider of water to the Town of Hurley for municipal uses will cease delivering such water on December 31, 2018, leaving the Town of Hurley without a source of water which will greatly impact the health, safety and welfare of the Town and its inhabitants; and

WHEREAS, the first and most critical phase of the Project is to develop the well-field and to construct a pipeline from the well-field to the Town of Hurley; and

WHEREAS, a portion of the funding necessary for the completion of the aforementioned first phase of development is coming through funds managed by the New Mexico Interstate Stream Commission ("ISC"), which funds are being directed to the GCW Commission for said Project; and

WHEREAS, in order to complete this first phase of the Project, the Town of Hurley has taken on the task of finding additional sources of capital necessary for the successful completion of this early phase of the Project; and

WHEREAS, the GCW Commission finds that the first phase of the Project which specifically deals with the immediate needs of the Town of Hurley should be administered by the Town of

Resolution 2016-02

Page 1 of 3

Exhibit A
Hurley rather than the GCW Commission, and that funding allocations from the ISC as well as other additional funding be directed to the Town of Hurley without the intervention of the GCW Commission; and

WHEREAS, the GCW Commission will cooperate with both the ISC and the Town of Hurley in the execution of any required documentation in furtherance of the transfer of benefit and obligations from the GCW Commission to the Town of Hurley.

NOW, THEREFORE, BE IT ORDAINED by the Commissioners of the Grant County Water Commission that:

1. All funding through the New Mexico Interstate Stream Commission ("ISC") and from any other source which is specifically allocated for the well-field development and construction of a water pipeline from the well-field to the Town of Hurley is hereby redirected from this Commission to the Town of Hurley; and

2. All rights, responsibilities, and discretions possessed by this Commission by virtue of prior agreements among the parties, including the New Mexico Interstate Stream Commission, are hereby transferred to the Town of Hurley for use in the development of the aforementioned water transportation system; and

3. This Commission will immediately deliver a copy of this Resolution to the ISC for its consideration and approval; and

4. This Commission will cooperate in executing any documentation that may be required to further the purposes mentioned herein; and

5. This assigning of benefits and obligations to the Town of Hurley shall be

Resolution 2016-02
contingent upon the acceptance of the Town Council of the Town of Hurley by official act.

PASSED, ADOPTED and APPROVED this 8th day of December, 2016.

[Signature]
Alex C. Brown, Chair
Grant County Water Commission

Attest:

[Signature]
Uplanda C. Holguin
Recorder
RESOLUTION No. 16-2016/2017

A RESOLUTION ACCEPTING THE TRANSFER TO THE TOWN OF HURLEY FROM THE GRANT COUNTY WATER COMMISSION RELATED TO THE DESIGN AND CONSTRUCTION OF A WELL-FIELD AND WATER TRANSMISSION SYSTEM FROM A POINT IN GRANT COUNTY TO THE TOWN OF HURLEY

WHEREAS, the Grant County Water Commission ("GCW Commission") is participating in the creation of a regional water transport system, involving the development of an unimproved well-site and the construction of a water transportation system to serve particular portions of Grant County (the "Project"); and

WHEREAS, the Town of Hurley is under advisement that the current private-entity provider of water to the Town of Hurley for municipal uses will cease delivering such water on December 31, 2018, leaving the Town of Hurley without a source of water which will greatly impact the health, safety and welfare of the Town and its inhabitants; and

WHEREAS, the first and most critical phase of the Project is to develop the well-field and to construct a pipeline from the well-field to the Town of Hurley; and

WHEREAS, a portion of the funding necessary for the completion of the aforementioned first phase of development is coming through funds managed by the New Mexico Interstate Stream Commission ("ISC"), which funds are being directed to the GCW Commission for said Project; and

WHEREAS, in order to complete this first phase of the Project, the Town of Hurley has taken on the task of finding additional sources of capital necessary for the successful completion of this early phase of the Project; and

WHEREAS, the GCW Commission has found that the first phase of the Project which specifically deals with the immediate needs of the Town of Hurley should be administered by the Town of Hurley rather than the GCW Commission, and that funding allocations from the ISC as
well as other additional funding be directed to the Town of Hurley without the intervention of the GCW Commission; and

WHEREAS, the GCW Commission has determined that it will cooperate with both the ISC and the Town of Hurley in the execution of any required documentation in furtherance of the transfer of benefit and obligations from the GCW Commission to the Town of Hurley.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Hurley that:

1. All funding from the New Mexico Interstate Stream Commission ("ISC") and from any other source which is specifically allocated for the well-field development and construction of a water pipeline from the well-field to the Town of Hurley is hereby redirected from the GCW Commission to the Town of Hurley and accepted by Hurley; and

2. All rights, responsibilities, and discretions possessed by the GCW Commission with regard to this given phase of the project by virtue of prior agreements will be transferred to the Town of Hurley for use in the development of the aforementioned water transportation system; and

3. By adopting this resolution the Town of Hurley agrees and accepts responsibility for the funds mentioned above.

4. The Town of Hurley authorizes its Mayor to negotiate on behalf of the Town, a funding agreement with the ISC.

5. The funding the Town of Hurley receives from the ISC will only be used for construction work related to the first phase of the project.

PASSED, ADOPTED and APPROVED this 13th day of February, 2017.
Mayor
Town of Hurley

Assistant:
Sofi Ortiz
Town Clerk
Entity: Town of Hurley
Mailing Address: P.O. Box 65, 101 Cortez Ave, Hurley, NM 88043
Telephone: (575)537-2287
Email: townclerk@townofhurleynm.us
Contact Name: Lori Ortiz
Project Description:
Construct a fresh water production and transmission system for the Town of Hurley, including a fully equipped water well approximately 1,200 feet deep, a fresh water booster station with 250,000 gallon head tank, a 12” diameter fresh water transmission line, approximately 40,500 feet long with bores beneath US Hwy 180 and the SWRR tracks and top-loading connections to the existing fresh water distribution tanks.

Construction Proposal Description (include description of deliverables, need for third-party contractors, cost and completion date – can include additional attachments):
The wellfield will be located within a Town of Silver City water right, in N1/2 SE1/4 Section 22 R13W, T19S. The Town of Silver City has granted the Town of Hurley a 40-year, no cost lease for access to the water right and use of 270 ac-ft/yr water.

Site improvements, consisting of the construction of a base course access road approximately 1,200 feet long and a 1’ thick base course pad beneath the well head collar, the booster pump station and the head tank, will provide elevated surfaces to promote safe access during wet periods and elevate construction and working surfaces away from mud and surface water flow.

The production well and booster station will be located on the east side of Cameron Creek. The well will be drilled to 16”, cased to 12” and equipped with a 300 gpm submersible pump. The booster station will be equipped with a 2 @ 300 gpm pump skid and tablet disinfection system. The head tank will be glass-fused to steel bolted construction for longevity and low maintenance.

The 12” PVC transmission pipeline will be constructed around the north edge of the Grant County airport property, then eastward to the property fence between Chino Mines Company and SWRR, then northward on the Chino Mines side of the fence to the approximate extension of E Street in Hurley, thence eastward beneath US Hwy 180, the SWRR and Hurley Diaz Ave. to the
existing Town of Hurley distribution tanks. Pipe will be graded according to working pressures to save capital costs.

The operating plan is to pump during off-peak hours to minimize power costs. A SCADA control system will be installed onto the pump and tank controls to maintain minimum tank levels and prevent potential overfilling and waste of water.

**Project Funding**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>NMFA/Colonias Infrastructure Loan</td>
<td>$ 179,371</td>
</tr>
<tr>
<td>NMFA/Colonias Infrastructure Grant</td>
<td>$ 1,614,339</td>
</tr>
<tr>
<td>NMISC/AWSA Grant</td>
<td>$ 2,100,000</td>
</tr>
<tr>
<td>Applicant Contribution</td>
<td>$ 80,000</td>
</tr>
<tr>
<td>USDA RD Loan</td>
<td>$ 1,572,000</td>
</tr>
<tr>
<td>USDA RD Grant</td>
<td>$ 1,167,500</td>
</tr>
<tr>
<td><strong>Total Project Funding</strong></td>
<td><strong>$ 6,713,210</strong></td>
</tr>
</tbody>
</table>

**Primary Groupings of Cost Items:**

**Construction**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization</td>
<td>$ 50,000</td>
</tr>
<tr>
<td>Construction Site Improvements</td>
<td>$ 38,220</td>
</tr>
<tr>
<td>Water Well – 1,200 feet deep, Drill, Equip, Develop</td>
<td></td>
</tr>
<tr>
<td>Drill 16” well to 1,200 feet</td>
<td>$ 255,000</td>
</tr>
<tr>
<td>Construct Casing, Screen Filter Pack, Seals</td>
<td>$ 305,000</td>
</tr>
<tr>
<td>Well Dev’t &amp; Testing</td>
<td>$ 42,000</td>
</tr>
<tr>
<td>Pump, Motor, Drop Pipe, Conductor</td>
<td>$ 308,000</td>
</tr>
<tr>
<td>Booster Station Head Tank</td>
<td>$ 470,200</td>
</tr>
</tbody>
</table>

**Electrical Service and Controls**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buried Power Supply 480 VAC 3P</td>
<td>$ 140,000</td>
</tr>
<tr>
<td>Electrical Riser and Service @ #3 Well</td>
<td>$ 50,000</td>
</tr>
<tr>
<td>Controls, SCADA Wireless Communications</td>
<td>$ 270,000</td>
</tr>
<tr>
<td>Disinfection System</td>
<td>$ 80,000</td>
</tr>
</tbody>
</table>

**Booster Pump Station**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pumps, Piping</td>
<td>$ 184,000</td>
</tr>
<tr>
<td>Building &amp; Support Structure</td>
<td>$ 150,000</td>
</tr>
<tr>
<td>Metering and Services</td>
<td>$ 46,200</td>
</tr>
</tbody>
</table>

**Transmission Pipeline**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12” PVC Pipeline</td>
<td>$ 2,653,420</td>
</tr>
<tr>
<td>36” Railroad &amp; Highway Bores</td>
<td>$ 211,000</td>
</tr>
</tbody>
</table>

**Subtotal Opinion of Cost – Construction only** $ 5,253,040
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>NMGRT on Bid Award</td>
<td>$400,544</td>
</tr>
<tr>
<td>Opinion of Construction Cost – No Contingency</td>
<td>$5,653,584</td>
</tr>
<tr>
<td><strong>Professional Engineering Services</strong></td>
<td></td>
</tr>
<tr>
<td>Bidding, Construction Management, Closeout</td>
<td>$140,400</td>
</tr>
<tr>
<td>Full-Time Construction Observation</td>
<td>$216,265</td>
</tr>
<tr>
<td>Additional Services</td>
<td>$20,600</td>
</tr>
<tr>
<td>NMGRT</td>
<td>$33,057</td>
</tr>
<tr>
<td><strong>Legal/Administrative Services</strong></td>
<td></td>
</tr>
<tr>
<td>Attorney’s Fees</td>
<td>$50,000</td>
</tr>
<tr>
<td>Bond Counsel</td>
<td>$20,000</td>
</tr>
<tr>
<td>NMGRT</td>
<td>$5,600</td>
</tr>
<tr>
<td>Other Professional/Admin Fees</td>
<td>$16,000</td>
</tr>
<tr>
<td>Interim Interest Costs</td>
<td>$29,475</td>
</tr>
<tr>
<td>Contingencies</td>
<td>$528,229</td>
</tr>
<tr>
<td><strong>Total Project Cost</strong></td>
<td>$6,713,210</td>
</tr>
</tbody>
</table>
The construction project is anticipated to last 12 months. The anticipated schedule is as follows, with the task construction interval called out as the calendar week after NTP from start to finish.

Construction

<table>
<thead>
<tr>
<th>Task</th>
<th>Weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization</td>
<td>1 - 6</td>
</tr>
<tr>
<td>Construction Site Improvements</td>
<td>3 - 5</td>
</tr>
<tr>
<td>Water Well – 1,200 feet deep. Drill. Equip. Develop</td>
<td></td>
</tr>
<tr>
<td>Drill 16” well to 1,200 feet</td>
<td>6 - 14</td>
</tr>
<tr>
<td>Construct Casing, Screen Filter Pack, Seals</td>
<td>15 - 18</td>
</tr>
<tr>
<td>Well Dev’t &amp; Testing</td>
<td>19 - 20</td>
</tr>
<tr>
<td>Pump, Motor, Drop Pipe, Conductor</td>
<td>21 - 22</td>
</tr>
<tr>
<td>Booster Station Head Tank</td>
<td>20 - 30</td>
</tr>
</tbody>
</table>

Electrical Service and Controls

<table>
<thead>
<tr>
<th>Task</th>
<th>Weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buried Power Supply 480 VAC 3P</td>
<td>14 - 17</td>
</tr>
<tr>
<td>Electrical Riser and Service @ Pump Station</td>
<td>19 - 23</td>
</tr>
<tr>
<td>Controls, SCADA Wireless Communications</td>
<td>32 - 36</td>
</tr>
<tr>
<td>Disinfection System</td>
<td>28</td>
</tr>
<tr>
<td>Booster Pump Station</td>
<td></td>
</tr>
<tr>
<td>Pumps, Piping</td>
<td>24 - 28</td>
</tr>
<tr>
<td>Building &amp; Support Structure</td>
<td>18 - 23</td>
</tr>
<tr>
<td>Metering and Services</td>
<td>28 - 40</td>
</tr>
<tr>
<td>Transmission Pipeline</td>
<td></td>
</tr>
<tr>
<td>12” PVC Pipeline</td>
<td>12 - 44</td>
</tr>
<tr>
<td>36” Railroad &amp; Highway Bores</td>
<td>25 - 27</td>
</tr>
</tbody>
</table>

The most important infrastructure is the well. It would be planned that the well be started as soon as a rig can be mobilized and the casing is available. For site safety and efficiency in constructing the well, the construction of the booster station would be delayed until the well is drilled, cased, and mostly completed.
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Construction Management</td>
<td>$100,000</td>
</tr>
<tr>
<td>Site Improvement</td>
<td>$50,000</td>
</tr>
<tr>
<td>Parking</td>
<td>$25,000</td>
</tr>
<tr>
<td>Total</td>
<td>$1,275,000</td>
</tr>
</tbody>
</table>

**Note:** The above table represents the initial scope of work and budget for the Hurley Regional Water Project.

**Approximate Costs:**
- Construction Management: $100,000
- Site Improvement: $50,000
- Parking: $25,000
- Total: $1,275,000
Signature(s) of authorized signatories:

Date: 2/27/18

ISC Use Only

This Proposal is hereby approved/ not approved.

Name
Title
GILA ENGINEER
Interstate Stream Commission

Date
FEB 28, 2018
Date: 

The Interstate Stream Commission (ISC) is hereby requested to reimburse the following in accordance with the Funding Agreement:

Payee Name and Contract No.:

Request No.

Address of Payee:

Wire transfer to (if applicable):

Amount of Payment:

Purpose of Payment and Description of Work:

Each obligation, item of cost, or expense mentioned herein is for a reimbursement by the ISC to the Payee pursuant to the Funding Agreement between the ISC and the Payee. Each obligation, item of cost, or expense mentioned herein is due and payable, has not been the subject of any previous requisition, and is a proper charge for the aforementioned agreement. All representations in the Funding Agreement and any related documents remain true and correct, and the Payee is not in breach of any covenants contained therein. Supporting material as required by the Funding Agreement is attached.

Payee certifies that the expenditures listed on this Request are valid liabilities incurred by the Payee for services rendered or goods received for the implementation of the Design Proposal.

Payee certifies that it has complied with the terms of the Funding Agreement and with all applicable federal, state, and local laws and regulations, and current orders of courts having jurisdiction over the Payee, including, without limitation, the New Mexico Procurement Code (NMSA 1978, § 13-1-21 et seq.).

September 17, 2015
Signature of Payee's Officer
STATE OF NEW MEXICO
INTERSTATE STREAM COMMISSION
Arizona Water Settlements Act of 2004
Non-NM Unit Project
Periodic Report/ Final Report
Exhibit E

☐ PERIODIC REPORT  ☐ FINAL REPORT

Reporting Body: __________________ Reporting Period: __________________

1. PROPOSAL STATUS

A. Third Party Obligations

Name of Contractor or Vendor: _____________________________________________

Amount of Third Party Obligation: __________________________________________

Third Party Obligation Termination Date: _________________________________

B. Proposal Progress (provide anticipated date of commencement and completion for each phase, along with the percentage of Work completed to date)

Plan/Design ☐ __________________________________________________________

Bid Documents ☐ _________________________________________________________

Construction ☐ __________________________________________________________

2. FUNDING STATUS

AWSA Amount: ___________________________________________________________

Other Amount and Source of Funds: _________________________________________

Total Amount of all Requests for Reimbursement: ___________________________

Total AWSA Amount Expended to Date: _________________________________

Total Other Amount Expended to Date: _________________________________

AWSA Amount Balance as of this Date: _________________________________
PERIODIC REPORT
I hereby certify that the aforementioned AWSA funds are being expended in accordance with all requirements of the Funding Agreement, and in compliance with other applicable requirements.

FINAL REPORT
I hereby certify that the aforementioned AWSA-funded proposal has been completed, and AWSA funds were expended in accordance with all requirements of the Funding Agreement and in compliance with all other applicable laws and regulations.

__________________________________________________________
Signature of Officer

__________________________________________________________
Date

__________________________________________________________
Signature of Fiscal Agent

__________________________________________________________
Date