

PLANNING ASSISTANCE TO STATES AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
Northern Pueblos Housing Authority
FOR
Tesuque Pueblo Water and Wastewater Master Plan

THIS AGREEMENT is entered into this 24 day of AUGUST, 2012, by and between the Department of the Army (hereinafter the "Government"), represented by the U.S. Army Engineer, Albuquerque District (hereinafter the "District Engineer") and the Northern Pueblos Housing Authority, (hereinafter the "Sponsor"), represented by the Executive Director.

WITNESSETH, THAT:

WHEREAS, Section 22 of the Water Resources Development Act ("WRDA") of 1974, Public Law 93-251, as amended, authorizes the Secretary of the Army, acting through the Chief of Engineers, to assist the States, as therein defined, in the preparation of comprehensive plans for the development, utilization and conservation of water and related resources of drainage basins, watersheds, or ecosystems located within the boundaries of such State;

WHEREAS, the Sponsor has reviewed the State of New Mexico's comprehensive water plans and identified the need for planning assistance as described in the *Scope of Work* incorporated into this agreement;

WHEREAS, the Government and the Sponsor desire to enter into an agreement (hereinafter the "Agreement") to provide the planning assistance (hereinafter the "*Study*" as defined in Article I.A. of this Agreement) and to share equally in the costs of the *Study*;

WHEREAS, section 319 of the WRDA of 1990, Public Law 101-640 authorizes the Secretary of the Army to collect fees from States and other non-Federal governmental entities for the purpose of recovering 50 percent of the cost of the program established by WRDA of 1974, Section 22;

WHEREAS, Section 2013 of the Water Resources Development Act of 2007, Public Law 110-114, amended Section 22 of the WRDA 1974, Public Law 93-251 to allow the Sponsor to provide up to 100 percent of its required contribution of total study costs (hereinafter "*total study costs*" as defined in Article I.B.) by the provision of services, materials, supplies, or other in-kind services, and to increase the statutory limitation on the amount that may be expended to carry out comprehensive plans in any one year in any one State from \$500,000 to \$2,000,000;

WHEREAS, the Sponsor reserves the right to provide in-kind contributions (hereinafter "*in-kind contributions*" as defined in Article I.F. of this Agreement) that are necessary to

complete the *Study* and to receive credit for such contributions toward the amount of its required contribution for the *Study*;

WHEREAS, the Government and the Sponsor have the full authority and capability to perform as hereinafter set forth and intend to cooperate in cost-sharing and financing of the *Study* in accordance with the terms of this Agreement; and

WHEREAS, the Government and the Sponsor, in connection with this Agreement, desire to foster a partnering strategy and a working relationship between the Government and the Sponsor through a mutually developed formal strategy of commitment and communication embodied herein, which creates an environment where trust and teamwork prevent disputes, foster a cooperative bond between the Government and the Sponsor, and facilitate the successful *Study*.

NOW THEREFORE, the Government and the Sponsor agree as follows:

ARTICLE I – DEFINITIONS

A. The term “*Study*” shall mean the activities and tasks required to produce a water and wastewater master plan. The study will also provide a preliminary engineering report describing water systems and wastewater systems with 20-year time horizon in the Pueblo of Tesuque, New Mexico. The term includes the *in-kind contributions* described in paragraph F. of this Article.

B. The term "*total study costs*" shall mean the sum of all costs incurred by the Sponsor and the Government in accordance with the terms of this Agreement directly related to performance of the *Study*, from Federal appropriations or from funds made available to the Government by the Sponsor and any *in-kind contributions* performed by the Sponsor pursuant to this Agreement. *Total study costs* shall include, but not be limited to: labor charges; direct costs; overhead expenses; supervision and administration costs; the costs of participation in Study Management and Coordination in accordance with Article IV of this Agreement; the costs of contracts with third parties, including termination or suspension charges; and any termination or suspension costs (ordinarily defined as those costs necessary to terminate ongoing contracts or obligations and to properly safeguard the work already accomplished) associated with this Agreement.

C. The term "*study period*" shall mean the time period for conducting the *Study*, commencing with the release to the District Engineer of initial Federal funds following the execution of this Agreement and ending when the Albuquerque District provides the planning report to the Sponsor.

D. The term “*Scope of Work*” (“*SOW*”) means a description of the work to be performed that specifies the scope, the estimated *total study costs*, the estimated costs of *in-kind contributions* if provided, and the schedule for activities to accomplish the *Study*. The *SOW* is attached to this Agreement is not be considered binding on either party and is subject to change by the Government, in consultation with the Sponsor.

E. The term "*fiscal year*" shall mean one fiscal year of the Government beginning on October 1 and ending on September 30.

F. The term "*in-kind contributions*" shall mean planning, supervision and administration, services, materials, supplies, and other in-kind services that are performed or provided by the Sponsor after the effective date of this Agreement in accordance with the *SOW* and that are necessary for performance of the *Study*.

G. The term "*estimated total study costs*" shall mean the estimated cost of performing the *Study* as of the effective date of this Agreement, as specified in Article III.A. of this Agreement.

ARTICLE II - OBLIGATIONS OF PARTIES

A. The Government, subject to receiving funds appropriated by the Congress of the United States (hereinafter the "Congress"), and using those funds and funds provided by the Sponsor, shall expeditiously complete the *Study*, in accordance with the provisions of this Agreement and Federal laws, regulations, and policies. If the Sponsor elects to perform or provide *in-kind contributions*, the Sponsor shall expeditiously perform or provide any *in-kind contributions* in accordance with applicable Federal laws, regulations, and policies.

B. In accordance with this Article and Article III of this Agreement, the Sponsor shall contribute 50 percent of *total study costs*, which may be provided as a combination of cash and *in-kind contributions*. If agreeable to all parties, *in-kind contributions* may comprise 100 percent of the Sponsor's contributions. If the Sponsor provides *in-kind contributions*, the estimated cost for those *in-kind contributions* and the estimated schedule under which those *in-kind contributions* will be provided are specified in the *SOW*. *In-kind contributions* shall be subject to an audit by the Government to determine reasonableness, allocability, and allowability.

C. The Government shall afford the Sponsor the opportunity to review and comment on the solicitations for all Government contracts, including relevant scopes of work, prior to the Government's issuance of such solicitations. To the extent possible, the Government shall afford the Sponsor the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Sponsor with notification of a contract modification is not possible prior to execution of the contract modification, the Government shall provide such notification in writing at the earliest date possible. To the extent possible, the Government also shall afford the Sponsor the opportunity to review and comment on all contract claims prior to resolution thereof. The Government shall consider in good faith the comments of the Sponsor, but the contents of solicitations, award of contracts or commencement of work on the *Study* using the Government's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *Study*, except for the *non-Federal in-kind contributions*, shall be exclusively within the control of the Government.

D. The Sponsor shall afford the Government the opportunity to review and comment on the solicitations for all contracts for the *in-kind contributions*, including relevant scopes of work, prior to the Sponsor's issuance of such solicitations. To the extent possible, the Sponsor shall afford the Government the opportunity to review and comment on all proposed contract modifications, including change orders. In any instance where providing the Government with notification of a contract modification is not possible prior to execution of the contract modification, the Sponsor shall provide such notification in writing at the earliest date possible. To the extent possible, the Sponsor also shall afford the Government the opportunity to review and comment on all contract claims prior to resolution thereof. The Sponsor shall consider in good faith comments of the Government but the contents of solicitations, award of contracts, or commencement of work on the *Study* using the Sponsor's own forces, execution of contract modifications, resolution of contract claims, and performance of all work on the *in-kind contributions* shall be exclusively within the control of the Sponsor. At the time the Sponsor furnishes a contractor with a notice of acceptance of completed work for each contract awarded by the Sponsor for the *in-kind contributions*, the Sponsor shall furnish a copy thereof to the Government.

E. The Sponsor understands that the schedule of work may require the Sponsor to provide cash or *in-kind contributions* at a rate that may result in the Sponsor temporarily diverging from the obligations concerning cash and *in-kind contributions* specified in paragraph B. of the Article. Such temporary divergences shall be identified in the quarterly reports provided for in Article III.A. of this Agreement and shall not alter the obligations concerning costs and services specified in paragraph B. of the Article or the obligations concerning payment specified in Article III of this Agreement.

F. No Federal funds may be used to meet the Sponsor's share of *total study costs* unless the Federal granting agency verifies in writing that the expenditure of such funds is expressly authorized by statute.

G. The award and management of any contract with a third party in furtherance of this Agreement which obligates Federal appropriations shall be exclusively within the control of the Government. The award and management of any contract by the Sponsor with a third party in furtherance of the Agreement which obligates funds of the Sponsor and does not obligate Federal appropriations shall be exclusively within the control of the Sponsor, but shall be subject to applicable Federal laws and regulations.

H. Notwithstanding any provision of this Agreement, this Agreement and the Government's obligations hereunder shall not be effective and will not commence until Federal funds have been appropriated and allocated to the District Engineer for the implementation of the *Study*. In the event that Federal funds are allocated to the District Engineer for the *Study* after the date that the parties hereto execute this Agreement, the effective date of this Agreement shall be the date that funding approval is provided to the District Engineer.

ARTICLE III - METHOD OF PAYMENT

A. The Government shall maintain current records of contributions provided by the parties, current projections of *total study costs*, and current projections of each party's share of *total study costs*. At least quarterly, the Government shall provide the Sponsor a report setting forth this information. As of the effective date of this Agreement, estimated *total study costs* are \$330,000 and the Sponsor's share of estimated *total study costs* is \$165,000. The dollar amounts set forth in this Article are based upon the Government's best estimates, which reflect the scope of the study described in the *SOW*, projected costs, price-level changes, and anticipated inflation. Such cost estimates are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Government and the Sponsor.

B. The Sponsor shall contribute 50 percent of *total study costs* in accordance with the following provisions:

1. To determine the contribution of funds the Sponsor shall provide, the Government shall reduce the 50 percent of *total study costs* by the amount of credit the Government projects will be afforded for any *in-kind contributions* pursuant to paragraph C. of this Article.

2. Not less than 30 calendar days prior to the scheduled date of the Government's issuance of the solicitation for the first contract for the Study or for the Government's anticipated first significant in-house expenditure for the Study, the Government shall notify the Sponsor in writing of the funds the Government determines to be required from the Sponsor to meet its required share of total study costs under paragraph B.1. of this Article. Not later than such scheduled date, the Sponsor shall provide the Government with the full amount of the required funds by delivering a check payable to "FAO, USAED, Albuquerque District" to the District Engineer or verifying to the satisfaction of the Government that the Sponsor has deposited the required funds in an escrow account or other account acceptable to the Government, with interest accruing to the Sponsor, or presenting the Government with an irrevocable letter of credit acceptable to the Government for the required funds, or providing an Electronic Funds Transfer in accordance with the procedures established by the Government.

3. The Government shall draw from the funds provided by the Sponsor such sums as the Government deems necessary, when considered with any credit the Government projects will be afforded for any *in-kind contributions*, to cover the Sponsor's share of contractual and in-house financial obligations attributable to the Study as they are incurred. In the event the Government determines that the Sponsor must provide additional funds to meet its share of total study costs, the Government shall so notify the Sponsor in writing. No later than 60 calendar days after receipt of such notice, the Sponsor shall provide the Government with the full amount of such additional required funds through any of the funding mechanisms specified in paragraph B.2. of this Article.

C. The Government, in accordance with this paragraph, shall afford credit toward the amount of funds determined in accordance with paragraph B. of this Article for the costs of any

in-kind contributions. However, the maximum amount of credit that can be afforded for any *in-kind contributions* shall not exceed the least of the following amounts as determined by the Government: the costs of the *in-kind contributions* provided by the Sponsor or 50 percent of *total study costs*.

D. Within 90 days after the conclusion of the *study period* or termination of this Agreement, and resolution of all relevant claims and appeals, the Government shall conduct a final accounting of *total study costs*, including disbursements by the Government of federal funds, cash contributions by the Sponsor, and credits for any *in-kind contributions* provided by the Sponsor, and shall furnish the Sponsor with the results of this accounting. Within 30 days thereafter, the Government, subject to the availability of funds, shall reimburse the Sponsor for the excess amount, if any, over its required share of *total study costs*; or, the Sponsor shall provide the Government cash contributions required for the Sponsor to meet its required share of *total study costs*.

ARTICLE IV - STUDY MANAGEMENT AND COORDINATION

To provide for consistent and effective communication, the Government's Project Manager for the *Study* and the Sponsor's designated representative shall communicate regularly until the end of the *study period*.

ARTICLE V - DISPUTES

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. Such costs shall not be included in *total study costs*. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE VI - MAINTENANCE OF RECORDS AND AUDIT

A. Within 60 days of the effective date of this Agreement, the Government and the Sponsor shall develop procedures for keeping books, records, documents, and other evidence pertaining to costs and expenses incurred pursuant to this Agreement. These procedures shall incorporate, and apply as appropriate, the standards for financial management systems set forth in the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments at 32 C.F.R. Section 33.20. The Government and the Sponsor shall maintain such books, records, documents, or other evidence in accordance with these procedures and for a minimum of three years after completion of the accounting for which such books, records,

documents, or other evidence were required. To the extent permitted under applicable Federal laws and regulations, the Government and the Sponsor shall each allow the other to inspect such books, documents, records, and other evidence.

B. In accordance with 32 C.F.R. Section 33.26, the Sponsor is responsible for complying with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507), as implemented by OMB Circular No. A-133 and Department of Defense Directive 7600.10. Upon request of the Sponsor and to the extent permitted under applicable Federal laws and regulations, the Government shall provide to the Sponsor and independent auditors any information necessary to enable an audit of the Sponsor's activities under this Agreement. The costs of any non-Federal audits performed in accordance with this paragraph shall be allocated in accordance with the provisions of OMB Circulars A-87 and A-133, and such costs as are allocated to the *Study* shall be included in *total study costs* and shared in accordance with the provisions of this Agreement.

C. In accordance with 31 U.S.C. Section 7503, the Government may conduct audits in addition to any audit that the Sponsor is required to conduct under the Single Audit Act Amendments of 1996. Any such Government audits shall be conducted in accordance with Government Auditing Standards and the cost principles in OMB Circular No. A-87 and other applicable cost principles and regulations. The costs of Government audits shall be included in *total study costs* and shared in accordance with the provisions of this Agreement.

ARTICLE VII - RELATIONSHIP OF PARTIES

A. The Government and the Sponsor act in independent capacities in the performance of their respective rights and obligations under this Agreement, and neither is to be considered the officer, agent, or employee of the other.

B. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights the other party may have to seek relief or redress against that contractor either pursuant to any cause of action that the other party may have or for violation of any law.

ARTICLE VIII - OFFICIALS NOT TO BENEFIT

No member of or delegate to the Congress, nor any resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE IX - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, the Sponsor and the Government shall comply with all applicable Federal and State laws and

regulations, including, but not limited to: Section 601 of the Civil Rights Act of 1964, Public Law 88-352 (42 U.S.C. 2000d) and Department of Defense Directive 5500.11 issued pursuant thereto and published in 32 C.F.R. Part 195, as well as Army Regulation 600-7, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army."

ARTICLE X - TERMINATION OR SUSPENSION

A. Prior to conclusion of the *study period*, upon 30 calendar days written notice to the other party, either party may elect without penalty to terminate this Agreement or to suspend future performance under this Agreement. In the event that either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until either the Government or the Sponsor elects to terminate this Agreement.

B. If at any time the Sponsor fails to fulfill its obligations under this Agreement, the Government shall terminate this Agreement or suspend future performance under this Agreement unless it determines that continuation of performance of the *Study* is in the interest of the United States or is necessary in order to satisfy agreements with any other non-Federal interests in connection with the *Study*.

C. In the event the Government projects that the amount of Federal funds the Government will make available to the *Study* through the then-current *fiscal year*, or the amount of Federal funds the Government will make available for the *Study* through the upcoming *fiscal year*, is not sufficient to meet the Federal share of *total study costs* that the Government projects to be incurred through the then-current or upcoming *fiscal year*, as applicable, the Government shall notify the Sponsor in writing of such insufficiency of funds and of the date the Government projects that the Federal funds that will have been made available to the *Study* will be exhausted. Upon the exhaustion of Federal funds made available by the Government to the *Study*, future performance under this Agreement shall be suspended. Such suspension shall remain in effect until such time that the Government notifies the Sponsor in writing that sufficient Federal funds are available to meet the Federal share of *total study costs* the Government projects to be incurred through the then-current or upcoming *fiscal year*, or the Government or the Sponsor elects to terminate this Agreement.

D. In the event that this Agreement is terminated pursuant to this Article, the parties shall conclude their activities relating to the *Study* and conduct an accounting in accordance with Article III.D. of this Agreement. In the event of such termination, neither the Government nor the Sponsor shall have any further obligations under this Agreement except as provided in Article III of this Agreement. Upon termination of this Agreement, all data and information generated as part of the *Study* shall be made available to the parties to the Agreement.

E. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article shall not relieve the parties of liability for any obligation previously incurred. Any delinquent payment owed by the Sponsor shall be charged interest at a

rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE XI - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or sent by telegram or mailed by first-class, registered, or certified mail, as follows:

If to the Sponsor:

Development Director
NPHA
5 West Gutierrez, Suite 10
Santa Fe, NM 87506

If to the Government:

Project Manager
U.S. Army Corps of Engineers
Albuquerque District, (SPA-PMC)
4101 Jefferson Plaza, NE
Albuquerque, NM 87109

B. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

C. Any notice, request, demand, or other communication made pursuant to this Article shall be deemed to have been received by the addressee at the earlier of such time as it is actually received or seven calendar days after it is mailed.

ARTICLE XII – LIMITATION ON GOVERNMENT EXPENDITURE

In accordance with Section 22 of WRDA of 1974, as amended, Government financial participation in the cooperative preparation of comprehensive plans for development, utilization, and conservation of water and related resources pursuant to said authority shall be limited to the expenditure of not more than \$2,000,000 in any one year in any one State.

ARTICLE XIII – TRIBAL SOVEREIGN IMMUNITY

By resolution dated June 13, 2012, the Sponsor waived any sovereign immunity that it may possess from suit by the United States in an appropriate Federal Court related to the provisions,

terms, and conditions contained in this Agreement. Further, such resolution authorized NPHA Executive Director to include such waiver as part of this Agreement. Accordingly, the Sponsor hereby waives any sovereign immunity that it may possess from suit by the United States in an appropriate Federal Court to: (1) enforce the terms and conditions of this Agreement; and (2) recover damages for any breach of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which, subject to the provisions of Article II.H. of this Agreement, shall become effective upon the date it is signed by the District Engineer.

DEPARTMENT OF THE ARMY

NORTHERN PUEBLOS HOUSING AUTHORITY

BY: *Antoinette R. Gant*
Antoinette R. Gant
Lieutenant Colonel, U.S. Army
Commander

BY: *Terry Hudson*
Terry Hudson
Executive Director
NPHA

DATE: *24 Aug 2012*

DATE: *8-9-12*

- Appendix A: Scope of Work
- Appendix B: Time and Cost Estimate
- Appendix C: Study Limits

APPENDIX A

SCOPE OF WORK PLANNING ASSISTANCE TO STATES

TESUQUE PUEBLO WATER AND WASTEWATER MASTER PLAN NEW MEXICO

1. **GENERAL.** The Albuquerque District of the U.S. Army Corps of Engineers (Corps) will provide an evaluation of the existing water and wastewater system within the Pueblo of Tesuque and provide a water and wastewater master plan. The study will also provide a preliminary engineering report describing water systems and wastewater systems with 20-year time horizon. Authority is given in Section 22 of the 1974 Water Resources Development Act, Planning Assistance to States (PAS) program.

2. STUDY AREA LOCATION.

The study area is located within the Pueblo of Tesuque, New Mexico.

3. WORK TO BE PERFORMED.

Survey: A survey will be provided to locate existing facilities to supplement existing records drawings of the water and wastewater system assets. The vertical control shall be based on NAD 83 and NAV 88. Survey data will be converted into GIS format to create a database of Pueblo water and wastewater assets. (Work to be performed by USACE)

Data Collection and Review: Information will be obtained on known available water and wastewater information assets including location, classification, and remaining useful life.

For planning purposes, the Tesuque Pueblo Land Use Plan will be used as the basis for 20-year forecast of future water and waste water use loads which is based on population growth and capital improvement plans. (Work to be performed by NPHA and USACE)

Water and Waste Water Master Plan: A report will be prepared from the data collected that addresses the development of the Pueblo of Tesuque water and sewer infrastructure. This report will refer to the Tesuque Pueblo Land Use Plan to describe the long-term water and sewer needs of the Pueblo. (Work to be performed by USACE)

Coordination meetings with NPHA, the USACE, the Pueblo of Tesuque, and other affected agencies. A kickoff meeting will be conducted prior to implementing fieldwork to determine cultural/biological clearance, right of entry clearances, the locations of borings if required, survey boundaries, and existing water and wastewater structures. Follow-on meetings will be conducted prior to the finalization of the water and wastewater master plan and finalization of the water PER and wastewater PER.

Final Preliminary Engineering Report (PER) for Water: A report following the USDA-RUS format for PER documents will be prepared utilizing information acquired from data collection

activities for the water master plan. Modeling software will be utilized to develop a water model based on existing utility facilities and proposed projects developed in the PER to optimize system for current and future needs, analyze average and peak demands for system sizing as well as fire flow demands, and to adequately size system infrastructure including waterlines, and water storage tanks. The PER will identify infrastructure improvement needs for 20-year time frame including budget estimates of probable construction costs. The topics to be covered by the PER will include; Project Planning Area, Existing Facilities, Need for Project, Alternatives Identification and Evaluation; Selection of Proposed Project; Conclusions and Recommendations. (Work to be performed by USACE)

Final Preliminary Engineering Report (PER) for Wastewater: A report following the USDA-RUS format for PER documents will be prepared utilizing information acquired from data collection activities for the wastewater master plan. Modeling software will be utilized to develop a wastewater model based on existing utility facilities and proposed projects developed in the PER to optimize system for current and future needs, analyze demands for system sizing, and to adequately size system infrastructure including sewer lines, lift stations, and treatment facilities. The PER will identify infrastructure improvement needs for 20-year time frame including budget estimates of probable construction costs. The topics to be covered by the PER will include; Project Planning Area, Existing Facilities, Need for Project, Alternatives Identification and Evaluation; Selection of Proposed Project; Conclusions and Recommendations. (Work to be performed by USACE)

4. DELIVERY AND SCHEDULE.

SUBMITTAL

Deliverables	Delivery Schedule
1) Survey	60 days (after signing of agreement)
2) Water and Wastewater Master Plan	
a. Draft	90 days (after completion of Survey)
b. Final	30 days **
3) Water System PER	
a. Draft	90 days (after completion of Master Plan)
b. Final	30 days **
4) Wastewater System PER	
a. Draft	90 days (after completion of Master Plan)
b. Final	30 days **

** - Calendar days after receipt of Government approval of previous submittal

APPENDIX B

TIME AND COST ESTIMATE
PLANNING ASSISTANCE TO STATES

TESUQUE PUEBLO WATER AND WASTEWATER MASTER PLAN
NEW MEXICO

Study Item	Cost		
	Corps	NPHA	Total
1. Survey	\$15,000	\$6,000 \$9,000 (in-kind credit)	\$30,000
2. Water and Wastewater Master Plan	\$29,000	\$29,000	\$58,000
3. Coordination	\$11,000	\$11,000 (in-kind credit)	\$22,000
4. Water System PER	\$50,000	\$50,000	\$100,000
5. Wastewater System PER	\$50,000	\$50,000	\$100,000
6. Project/Study Management	\$10,000	\$10,000 (in-kind credit)	\$20,000
Total Cost	\$165,000	\$165,000	\$330,000

Corps Cost-Share	\$165,000
NPHA Cost-Share	\$165,000
Additional NPHA Cost	\$0
Total Study Cost	\$330,000

CERTIFICATION REGARDING LOBBYING

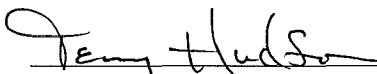
The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



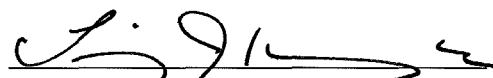
Terry Hudson
Executive Director
NPHA

DATE: 8-9-12

CERTIFICATE OF AUTHORITY

I, Timothy J. Humphrey, Sr., do hereby certify that I am the principal legal officer of the Northern Pueblos Housing Authority, that the Northern Pueblos Housing Authority is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Northern Pueblos Housing Authority in connection with the study for the Tesuque Pueblo Water and Wastewater Master Plan in Pueblo of Tesuque, NM, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement and that the persons who have executed this Agreement on behalf of the Northern Pueblos Housing Authority have acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this 9th day of August, 2012.



Timothy J. Humphrey, Sr.
Attorney-at-Law

