

**AMENDMENT No. 1 TO
INTERSTATE STREAM COMMISSION
AND 1892 LUNA IRRIGATION DITCH ASSOCIATION
IMPROVEMENT DESIGN AND ENGINEERING
FUNDING AGREEMENT**

The New Mexico Interstate Stream Commission (“ISC”) and 1892 Luna Irrigation Ditch Association (the “Ditch Association”) entered into a Ditch Improvement Design and Engineering Funding Agreement (the “Agreement”) on August 31, 2016. The ISC and the Ditch Association (collectively the “Parties”) now wish to amend the Agreement to correct certain inaccuracies.

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

1. Article I.C. is hereby amended to reflect that the Reversion Date is June 30, 2019.
2. Article II.A.ii is hereby modified to read as follows: “The total amount reimbursed by the ISC to the Ditch Association for the Ditch Association’s expenditures on the Design Proposal shall not exceed the Funding Amount identified in Article I(B); and”.
3. Article III is hereby amended to reflect that the contact person for the ISC is Ali Effati, that Mr. Effati’s e-mail is ali.effati@state.nm.us, and that Mr. Effati’s telephone number is (505) 827-5801.
4. The title of Article IV is hereby modified to read as follows “**EXPENDITURE OF FUNDS**”.
5. The text of Article V.B. is hereby withdrawn and replaced with the following text:

“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 Ditch Association and shall be final. The Ditch Association 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.”

6. The text of Article IX.A(ii) is hereby withdrawn and replaced with the following text:

“Each Request for Payment shall contain proof of payment by the Ditch Association, or proof of liabilities incurred by the Ditch Association, in the form of copies of invoices and a certification by the Ditch Association’s representative as designated in Article III herein. The certification must state that the expenditures are valid liabilities incurred by the Ditch Association, for services rendered or goods received by the Ditch Association for the implementation of the Design Proposal; and”

7. The Parties wish to amend Exhibit B to the Agreement to reflect the certification language amended above. Therefore, Exhibit B is replaced in its entirety with the revised Exhibit B that is attached to this Amendment.
8. The Parties wish to amend Exhibit C to the Agreement to reflect the chronological order of progress on the project. Therefore, Exhibit C is replaced in its entirety with the revised Exhibit C that is attached to this Amendment.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date of last signature.

1892 LUNA IRRIGATION DITCH ASSOCIATION



Ed Nail, Chair

Date: 3/10/17

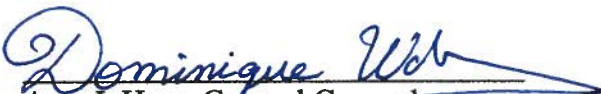
INTERSTATE STREAM COMMISSION



Deborah K. Dixon, P.E., Director

Date: 4/3/2017

Approved as to legal sufficiency:


for _____
Amy I. Haas, General Counsel

Date: 3-22-17



**STATE OF NEW MEXICO
 INTERSTATE STREAM COMMISSION
 Arizona Water Settlements Act of 2004
 Non-NM Unit Projects
 Request for Payment
 Exhibit B**



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.*).

Signature of Payee's Officer

September 17, 2015





**STATE OF NEW MEXICO
 INTERSTATE STREAM COMMISSION
 Arizona Water Settlements Act of 2004
 Non-NM Unit Project
 Periodic Report/ Final Report
 Exhibit C**



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