December 28, 2016

Marylou Naue
Pleasanton Eastside Ditch Association
PO Box 250
Glenwood, NM 88039

RE: Ditch Improvement Funding Agreement – Pleasanton Eastside Ditch Association.

Dear Ms. Naue,

This letter shall serve as official notice to proceed with work, up to $200,000, as indicated in the Pleasanton Eastside Ditch Association’s Ditch Improvement Funding Agreement.

Please make sure that all requests for payment submitted under this Agreement reference purchase order number PO #55000-0000016486.

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

If you have concerns or questions relating to this work order please contact Ali Effati at 505-827-6160.

Sincerely,

[Signature]

Kim Abeyta-Martinez
Administrative Manager
Interstate Stream Commission

Copy to:
Ali Effati
Marcos Mendiola
Contract File
State of New Mexico
Purchase Order

Vendor: 0000129193
PLEASANTON EASTSIDE DITCH ASSOCIATION
P.O. BOX 119
GLENWOOD NM 88039-0000

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

<table>
<thead>
<tr>
<th>Origin: EXE</th>
<th>ExclExcl #: 13-1-98A Line-Sch</th>
<th>Mfg ID</th>
<th>Quantity UOM</th>
<th>PO Price</th>
<th>Extended Amt</th>
<th>Due Date</th>
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<tbody>
<tr>
<td>1- 1</td>
<td>Re-lining 3529 feet of the Association's existing open ditch with shotcrete overlay, to improve delivery of irrigation water.</td>
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<td>55000-30810-A150100-543100-91648-50000</td>
<td>1.00 EA</td>
<td>200,000.00</td>
<td>200,000.00</td>
<td>12/21/2016</td>
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Schedule Total 200,000.00
Item Total 200,000.00
Total PO Amount 200,000.00
STATE OF NEW MEXICO
INTERSTATE STREAM COMMISSION
PLEASANTON EASTSIDE DITCH ASSOCIATION
DITCH IMPROVEMENT FUNDING AGREEMENT

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

RECITALS

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 November 24, 2014 public meeting, the ISC approved an allocation of $200,000 from the New Mexico Unit Fund for improvement of the Pleasanton Eastside Ditch through a ditch lining or pipe-laying project; and

WHEREAS, in accordance with the Commission’s decision, the ISC will provide funds to the Ditch Association, 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 an agricultural water conservation project. Specifically, the Ditch Association plans to reduce conveyance losses and increase water delivery efficiency through ditch lining and/or pipe-laying. The specific tasks necessary for the project, as well as deliverables and budget, are set forth in the Scope of Work and Budget Form, attached hereto as Exhibit A.

This ditch improvement project is referred to throughout the remainder of this Agreement as the “Project.” The information contained in Article I(A) and in the Scope of Work and Budget Form, attached hereto as Exhibit A, is referred to collectively throughout the remainder of this Agreement as the “Project Description.” This Scope of Work shall be incorporated into, and made a part of, this Agreement. The Ditch Association shall reference the Project in all correspondence with, and submissions to, the ISC concerning the Project, including, but not limited to, Requests for Payment and reports.

B. Amount of Funding. Total reimbursements by the ISC to the Ditch Association shall not exceed the amount awarded by the Commission of Two-Hundred Thousand Dollars ($200,000) (the “Funding Amount”).

C. Reversion Date. The Parties agree that the funding for the Project must be expended by the Ditch Association by June 30, 2020. That date is referred to throughout the remainder of this Agreement as the “Reversion Date.” This Agreement shall be effective as of the date of execution by the last signatory (the “Effective Date”). It shall terminate on June 30, 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 Ditch Association will revert to the New Mexico Unit Fund and will no longer be available to the Ditch Association.

D. Project Budget.

(i) Project Budget, Generally.

(1) The Ditch Association commits to securing any additional funding that may be necessary to complete the Project from sources other than the New Mexico Unit Fund.

(2) The Ditch Association agrees that it will expeditiously initiate and timely complete the Project.

(3) The Ditch Association 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, how the Funding Amount will be spent.
(4) 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.

(5) The Ditch Association 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.

(6) The Ditch Association 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.

(ii) Submitting the Project Budget. The Ditch Association shall submit to the ISC staff an executed Project Budget on a form provided by the ISC staff and attached hereto as Exhibit A. This Project Budget shall be incorporated into, and made a part of, this Agreement. The Project Budget shall list all the proposed tasks that the Ditch Association believes are reasonably necessary to accomplish the Project. Out of that list, the Project Budget shall outline all the tasks for which the Ditch Association plans on seeking reimbursement from the Funding Amount and all the tasks from which the Ditch Association plans on obtaining additional funding from other sources.

ARTICLE II, LIMITATION ON ISC’S OBLIGATION TO MAKE REIMBURSEMENTS TO DITCH ASSOCIATION

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Ditch Association shall be reimbursed by the ISC for certain expenses associated with the Project, as defined in the Project Description, up to the limit of the Funding Amount. No reimbursement shall be made unless the Ditch Association has received a Notice to Proceed (“NTP”) from the ISC. This Agreement and the disbursement of any and all amounts of the above-referenced Funding Amount are expressly conditioned upon the following:

i. The Ditch Association’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 Ditch Association, and/or the services will have been rendered to the Ditch Association before the Reversion Date or, if applicable, the Early Termination Date; and

ii. The total amount reimbursed by the ISC to the Ditch Association or Ditch Association’s contractors shall not exceed the Funding Amount identified in Article I(B); and

iii. The Ditch Association shall commit to obtaining or providing any additional funds necessary if the Funding Amount is insufficient to pay for the entire cost of the Project; and
iv. The Ditch Association’s expenditures shall be made pursuant to the Ditch Association’s legal procurement 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 and real property; and

v. The Ditch Association shall timely submit a form requesting payment ("Request for Payment") using the form attached hereto as Exhibit B 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:

(1) Must be approved by the applicable oversight entity (if any) in accordance with law;

(2) If no oversight entity is required to approve the transaction, the ISC must approve the transaction as complying with the law.

Prior to the sale, lease, license or operating agreement being approved pursuant to subparagraph (1) or (2) above, the ISC may, in its discretion, and unless inconsistent with New Mexico State Board of Finance-imposed conditions, reimburse the Ditch Association for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures.

B. The Ditch Association shall implement the Project in all respects. The Ditch Association shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Ditch Association 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. All Project expenditures will conform to the Scope of Work incorporated into this Agreement.

D. The Ditch Association shall make all purchases under this Agreement in compliance with the requirements of New Mexico law, including, without limitation, the New Mexico Procurement Code, NMSA 1978, Sections 13-1-21 through 13-1-199. Failure to observe the New Mexico Procurement Code is a misdemeanor and may result in criminal and civil penalties.

ARTICLE III. NOTICE PROVISIONS; 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:

**PLEASANTON EASTSIDE DITCH ASSOCIATION**

<table>
<thead>
<tr>
<th>Name</th>
<th>Marylou Naue</th>
<th>John Pruitt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>P.O. Box 250</td>
<td>HC 61 Box 463</td>
</tr>
<tr>
<td></td>
<td>Glenwood, NM 88039</td>
<td>Glenwood, NM 88039</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:lou@sanfranciscoriver.com">lou@sanfranciscoriver.com</a></td>
<td><a href="mailto:pruittsplace@aol.com">pruittsplace@aol.com</a></td>
</tr>
<tr>
<td>Telephone</td>
<td>(575) 539-2033</td>
<td>(575) 539-2776</td>
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**INTERSTATE STREAM COMMISSION**

<table>
<thead>
<tr>
<th>Name</th>
<th>Ali Effati</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>P.O. Box 25102</td>
</tr>
<tr>
<td></td>
<td>Santa Fe, NM 87504-5102</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:ali.effati@state.nm.us">ali.effati@state.nm.us</a></td>
</tr>
<tr>
<td>Telephone</td>
<td>(505) 827-6160</td>
</tr>
</tbody>
</table>

The Parties agree that they shall send all notices related to this Agreement to the above-named persons by regular mail or e-mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving Party’s actual receipt or five calendar days after mailing, whichever occurs first. In the case of e-mail transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the e-mail.

**ARTICLE IV. EXPENSION 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, pursuant to the provisions of Article VI, below. For purposes of this Agreement, it is not sufficient for the Ditch Association to encumber the Project funds on its books 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 Ditch Association, or title to the goods is transferred to the Ditch Association, as of the date particular services are rendered for the Ditch Association. Funds are not expended and an expenditure has not occurred as of the date they are encumbered by the Ditch Association pursuant to a contract or purchase order with a third party.
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 Ditch Association 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 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 this Agreement.

B. Early Termination Due to Non-Appropriation

The terms of this Agreement appear to be independent of appropriations and authorization being made by the Legislature of the State of New Mexico, and available to the ISC, for the performance of this Agreement. However, the Legislature may, in its discretion, appropriate or un-appropriate funds for projects. If the Legislature un-appropriates funds that are earmarked for this Agreement, the ISC shall have the sole discretion to terminate this Agreement earlier than its Reversion Date, as of the effective date of the law making an un-appropriation. 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.

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 Ditch Association is expressly conditioned upon the limitations set forth in this Agreement.
ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. Suspension.

The ISC may choose, in its absolute discretion, to direct the Ditch Association 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 Ditch Association in accordance with the provisions of this Agreement.

If a Suspension directive is issued:

(i) Upon the date the Ditch Association receives written notice of Suspension from the ISC, the Ditch Association 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.

(iii) The ISC may direct the Ditch Association 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 Ditch Association 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 Ditch Association receives written notice from the ISC informing the Ditch Association 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. Corrective Action Plan in the Event of Suspension.

In the event that the ISC, in its sole and absolute discretion, issues a Suspension to the Ditch Association under this Agreement, the ISC may, but is not obligated to, require the Ditch Association 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 Ditch Association 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 AND INSPECTION**

A. **Periodic Reports**

In order that the ISC staff may adequately monitor Project activity, the Ditch Association shall submit to the ISC Periodic Reports for the Project. The Periodic Report shall be submitted by the Ditch Association and the Project’s design engineer who is charged with construction oversight of the Project and shall be submitted on a form prescribed by the ISC. The Periodic Report form is attached hereto as Exhibit C.

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 Ditch Association 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 Ditch Association shall submit to the ISC a Final Report for the Project. The Final Report shall be submitted by the Ditch Association and the Project’s design engineer who is charged with construction oversight of the Project. The Final Report shall be submitted on a form provided by the ISC and identical to the form used for Periodic Reports, and shall contain such information as the ISC may require. The Periodic and Final Report form is attached hereto as Exhibit C. The ISC shall provide the Ditch Association 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 occurs first.

C. **Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Ditch Association 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 Ditch Association shall respond to such requests for additional information within a reasonable period of time, as established by the ISC. The ISC may inspect Project progress prior to disbursing funds in response to Requests for Payment. 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 shall not be interpreted as any warranty or guarantee of any kind.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. Request for Payment.

The Ditch Association shall request payment by submitting a Request for Payment, in the format of the document attached hereto as Exhibit B. Requests for Payment are subject to the following procedures:

(i) The Ditch Association must submit one original and one copy of each Request for Payment; and

(ii) 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 design engineer, or, if the Project does not require a design engineer, then the Ditch Association's representative as designated in Article III herein. The certification must state that the expenditures are valid, or are liabilities incurred by the Ditch Association, for services rendered by a third party or goods received by the Ditch Association 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 currently providing oversight of the project; and

(iv) When the Ditch Association 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 Ditch Association, if the invoices comply with the provisions of this Agreement and are a valid liability of the Ditch Association, the Ditch Association 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 Payments shall be submitted by the Ditch Association to the ISC within thirty (30) days of the date each respective invoice is received by the Ditch Association 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 Ditch Association 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 will not be reimbursed.

C. Payment Processing.

(i) The Ditch Association’s failure to abide by the requirements set forth in Article II herein may result in the denial of its Request for Payment or in delays in processing of 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 Ditch Association, 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 Ditch Association.

(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 Funding Amount 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 Project must be implemented in accordance with the New Mexico Public Works Minimum Wage 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 Ditch Association is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to NMESA 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 Ditch Association 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 Ditch Association 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 Ditch Association agrees to assure that no person shall be excluded from employment with Ditch Association, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under any activity performed pursuant to this Agreement on the grounds of race, color, national origin, sex, sexual preference, age, or handicap in accordance with all such laws, rules and regulations. If the Ditch Association is found not to be in compliance with these requirements during the life of this Agreement, the Ditch Association agrees to take appropriate steps to correct any deficiencies. The Ditch Association'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 obtain any necessary easements and all required permits 
required by public entities.

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

(viii) The Ditch Association 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 members of the Pleasanton 
Eastside Ditch Association. The Ditch Association’s obligation to 
maintain the Project will survive Project Close Out, and 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 Ditch Association hereby represents and warrants the following:

(i) The Ditch Association is recognized as a political subdivision of the state 
pursuant to NMSA 1978, Chapter 73, Article 2, and has the legal authority 
to receive and expend Project funds.

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

(iii) This Agreement, and the Ditch Association’s obligations hereunder, do not 
conflict with any federal or state law, ordinance or resolution applicable to 
the Ditch Association, the Pleasanton Eastside Ditch Association’s bylaws 
(if applicable), or any judgment or decree to which the Ditch Association 
is subject.
(iv) The Ditch Association shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Ditch Association specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this 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 Ditch Association shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(v) The Ditch Association certifies that no funds have been paid, or will be paid, to spouses, children, parents, brothers and sisters of members of the Ditch Association'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 Ditch Association certifies that no funds have been paid or will be paid, by, or on behalf, of the Ditch Association, to any person for influencing, or attempting to influence, an officer or employee of this, or any, agency or body in connection with the awarding of any Third Party Obligation. The Ditch Association shall require certifying language prohibiting lobbying to be included in the award documents for all sub-awards, including subcontracts, 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 Ditch Association shall be strictly accountable to the ISC for receipts and disbursements relating to the Funding Amount. The Ditch Association shall follow Generally Accepted Accounting Principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds provided pursuant to this Agreement, to ensure separate budgeting and accounting of the funds.

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

C. The Ditch Association 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, if the State Auditor finds that any or all of these funds were improperly expended, the Ditch Association 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 Ditch Association 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 Ditch Association, including, but not limited to, Project funds reimbursed to the Ditch Association based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Ditch Association, or violation of this Agreement, the Ditch Association shall be required to return such funds to the ISC for disposition in accordance with law.

**ARTICLE XIII. LIABILITY**

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

**ARTICLE XIV. LIMITATIONS**

A. Any 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 the Agreement and any other grant requirements. ISC inspection, review and approval will not be interpreted as any warranty or guarantee of any kind. The Ditch Association and its contractors and consultants will remain responsible for the completion and success of the project. Inspection, review or approval by the ISC or ISC staff does not relieve the Ditch Association or any professional engineer hired by the Ditch Association 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 Ditch Association shall implement the Project in all respects. The Ditch Association shall provide all necessary qualified personnel, material, and facilities
to implement the Project. The Ditch Association shall finance or provide Project engineering, permitting, and all Project cost overruns. The Project is the Ditch Association’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 IN PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

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

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and/or by the State of New Mexico, and available to the ISC for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature and/or by the State of New Mexico, and available to the ISC, the Pleasanton Eastside Ditch Association may immediately terminate this Agreement by giving written notice of such termination. The 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 or breach of contract claim against the Pleasanton Eastside Ditch Association, or the ISC, or the State of New Mexico in the event of immediate or early termination of this Agreement by the Pleasanton Eastside Ditch Association pursuant to lack of ISC funds.”

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

The Ditch Association acknowledges and agrees that the Ditch Association shall include the following termination clause in all contracts that are (i) funded in whole or in 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 Pleasanton Eastside Ditch Association 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 Pleasanton Eastside Ditch Association’s only liability shall be to pay the Contractor for acceptable goods delivered and services rendered before the termination date.”
ARTICLE XVII. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Ditch Association 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]
IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of last signature.

PLEASANTON EASTSIDE DITCH ASSOCIATION

By:  
Name: John L. Peckett  
Title: President  
Date: Oct 1, 2016

By:  
Name:  
Title: Board Member  
Date: Nov 1, 2016

By:  
Name: Sam Nave  
Title: Director  
Date: Nov 1, 2016

By:  
Name: Pat Adams  
Title: Vice President  
Date: 11-1-16

By:  
Name:  
Title:  
Date: 

INTERSTATE STREAM COMMISSION

By:  
Deborah Dixon, P.E., Director  
Interstate Stream Commission  
Date: 11/15/16

Approved as to Agency budget sufficiency:

By:  
Jeff Primm, Director  
Program Support  
Date: 11/15/16

Approved as to legal sufficiency:

By:  
Amy I. Haas  
ISC General Counsel  
Date: 11-14-16
Entity: Pleasanton Eastside Ditch Association
Mailing Address: P.O. Box 112 Glenwood, NM 88039

Telephone: 575-539-2776
Email: lou@sanfranciscoriver.com or pruittsplace@aol.com
Contact Name: Lou Naue or John Pruitt

Funding Amount: $200,000.00

Project Description: Re-lining 3529 feet of the Association’s existing open ditch with shotcrete overlay, to improve delivery of irrigation water to 24 users by decreasing conveyance loss, reducing annual maintenance costs and increase efficiency of water delivery.

Proposal Description: The Scope of Work attached contains details on type of work. A breakdown of this Budget is attached which describes how this project will be advertised with Bid Options to allow the CPO to manage cost at the time of award. The shotcrete method will be used to re-lining the existing ditch. Preparing the existing ditch to receive shotcrete will require cleaning and reshaping to include clearing brush, with excavation equipment and hand labor. The application of shotcrete will require a contractor proficient in this method of applying concrete. Concrete will be delivered to the job site from the Silver City, NM. This Phase of the project will commence in December 2016 and be completed in February 2017. All work must be completed in this time frame to provide for water delivery by March 1st. Therefore, protecting completed work from freezing is required.

ITEM  Est. Cost
1. Mobilization, Bonds and Insurance  $16,564
2. Preparation of Existing Ditch  $45,528
3. Application of Shotcrete  $70,580
4. Concrete Delivered to the Job Site  $55,328
5. Chain Link Reinforcement for Shotcrete  $400
6. Raising Ditch Sides Where Needed  $5,461
7. All labor, supplies, equipment, contingencies, profit and risk included in the Items above.  
8. 2017 Audit  $3,000
9. Certified Procurement Officer/Project Manager SFSWCD  $540
10. Document reproduction, Advertising, Postage, Travel, Administrative.  $2,599

ESTIMATED TOTAL  $200,000.00
Signatures of authorized signatories:

[Signatures]

Date: 11-1-16

ISC Use Only

This Proposal is hereby approved/ not approved.

[Signature]

Name: [Name]
Title: [Title]
Interstate Stream Commission

Date: 11-14-16

Page 2 of 2
PLEASANTON EASTSIDE IRRIGATION DITCH RE-LINING

Phase I
Glenwood, NM 88039

Project Budget

BASE BID

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Total Base Bid: $174,151

All material cost to include sales tax. All unit cost to include profit and risk.

OPTION BIDS

These options will be awarded based on amount of Base Bid and funds available.

OPTION #1 STA 31+44 to 33+92

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Total for Option #1: $12,172

OPTION #2 STA 33+92 to 35+39

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Raise Ditch Side (SEC "F") 40 Lin. Ft. $6.50 Lin. Ft. $260
Total for Option #2----------------------------------------------- $7,538
Total Construction Cost with Options-------------------------------- $193,861

Other project cost:
2017 Audit $3000
Certified Procurement Officer/Project Manager SFSWCD $540
Document reproduction, Advertising, Postage, Travel, Administrative $2,599
Total Other Cost $6,139
Project Total----------------------------------------------- $200,000

Signature
Date and Time
Page 2 of 2
SCOPe OF WORK

The Pleasanton Eastside Ditch Association ("Ditch Association") operates an irrigation dam and ditch system which diverts water from the San Francisco River, four miles South of Glenwood, NM, at Pleasanton, NM. The ditch system is 20,000 feet long. There is 4,700 feet of 34 inch steel pipe and 15,300 feet of open ditch. The open ditch cross section is a trapezoid with an 84 inch top, a 34 inch depth and a 12 inch floor. It was lined with concrete in 1955 using the slip form method. The original lining was two inches thick. Over time the lining has badly deteriorated. This "Project" will repair/restore old slabs with an overlay of shotcrete and replace missing slabs with new shotcrete.

The first Phase of the project will only treat 3529 ft. This work must be performed during January and February, which is the only time of the year when the ditch can be taken out of service. The Contractor will be responsible for preparing the site for shotcrete which will include:

Clearing and Grading:

- Clearing small trees, brush and grass along the top edges to provide space for wrap over of new shotcrete. Clearing small trees along a 200 foot section to provide access to the ditch.
- Other minor clearing and grading may be necessary to prepare access for concrete trucks.

Removing Debris:

- Cleaning sand, gravel and mud from the ditch with an excavator and/or hand work.
- Taking every precaution to salvage old stable slabs.
- Removing grass and brush root wads in the ditch.
- Removing excess water that may not have drained away after the ditch was shut down.
- Sweeping clean old slabs of concrete to be overlaid with new shotcrete.

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- Removing and disposing of unstable slabs of old concrete lining.
- Back filling, with compaction, required where washed out pockets exist that need more than six inches of fill. Some imported material will be required for reshaping.
- The objective is to restore and maintain the original cross section as closely as practical.

A two and a half inch lining of shotcrete will then be applied to old stable concrete lining and where lining is missing, four and a half inches thick will be applied. In some sections of the ditch the existing top edges must be raised eight inches. In two locations, because of unstable conditions, the new lining will be reinforced with steel mesh. All concrete will be 4,000 psi
using fiber reinforced cement. All newly placed shotcrete must be protected from freezing when the weather makes it necessary, which is likely in January and February. Hand finishing will be required around existing outlet valves in order to feather the concrete into existing hardware, allowing it to remain functional. A nozzleman capable of providing a uniform thickness and surface will minimize handwork.

Access to the ditch is possible with concrete trucks and pumping equipment, but may be problematic and must be viewed before bidding. Laying hose for up to 150 feet will be necessary in some locations. The closest concrete mix plant is 65 miles in Silver City, NM.

A disposal site for all slabs removed will be provided three miles from the work site. The number of slabs to be removed are shown in the drawings, but may increase as conditions become more visible during prep work. A source to pump water for construction needs will be provided with tanker access. All clearing slash may be chipped or hauled 6 miles to a disposal site.

This Project is made possible by a grant which has a definite maximum dollar amount. The Ditch Association maintains the right to terminate the contract, if the estimated quantity of concrete is exceeded. Likewise, with the Contractor's agreement, the Project may be lengthened should concrete be available within the estimated quantity.

An engineering representative of the Ditch Association, will be on site, should questions or an issue arise requiring resolution, to facilitate a continuous flow of shotcrete.

This Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, NMSA 1978, Sections 13-4-10 through 13-4-17, where applicable. The contractor, subcontractor, employer or a person acting as a contractor, ("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 benefits 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.

The Contractor will be required to post a performance bond in accordance with the requirements of NMSA 1978, Section 13-4-18 (1978), and obtain any necessary easements and all required permits required by public entities. The Contractor will also be required to carry insurance up to $200,000 for coverage of this Project.

This project is located within the easement provided for the Ditch Association facility and any permission needed to access the project will be provided by the Association.

[Signatures]

[Date: Apr 1, 2016]
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 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. PROJECT STATUS

A. Third Party Obligations

Name of Contractor or Vendor: __________________________

Amount of Third Party Obligation: __________________________

Third Party Obligation Termination Date: __________________________

B. Project Phase (provide anticipated date of commencement and completion for each phase)

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: __________________________

September 17, 2015
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 project 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

I hereby certify that this project is being/has been completed in accordance with the design and specifications made by me.

Engineer's Signature

Date

Printed name

Engineer's seal

September 17, 2015
PLEASANTON EASTSIDE DITCH ASSOCIATION
P.O. Box 112
Glenwood, NM 88039

November 1, 2016

Dominique Work, Staff Attorney
Interstate Stream Commission
P.O. Box 25102
Santa Fe, NM 87504-5102

Dear Dominique:

Enclosed is the long awaited signed Funding Agreement, with required attachments. We truly appreciate all the assistance with our many questions.

The PEDA Board held a Special Board Meeting this morning and reached final agreement on all documents. This meeting was held in compliance with the Open Meetings Act with four members present, which constitutes a quorum based on Article 2. Sec 5 of our Bylaws.

The enclosure includes:

- A signed copy of the State of New Mexico Interstate Stream Commission Pleasanton Eastside Ditch Association Ditch Improvement Funding Agreement.
- “Project Description” which includes the Scope of Work and the Project Budget with a detailed estimate attached.
- A Record of the In-Kind work.
- A copy of Resolutions #009, #010 and #012 for your reference.
I will be in Tucson, AZ on Thursday and Friday of this week. If you have questions please contact me on my cell phone, 520-400-5597 or Lou Naue, 575-539-2033.

Again, thank you and we look forward to your response.

Sincerely,

[Signature]

John R. Pruitt,

President, PEDA
Pleasanton Eastside Ditch Association (PEDA)
State of New Mexico, Catron County

Resolution #009-2016

A RESOLUTION ADOPTING THE PROJECT BUDGET AND SCOPE OF WORK FOR THE DITCH RELINING PROJECT, PHASE I

WHEREAS, the ISC has awarded PEDA a reimbursement grant of $200,000 for the relining of the ditch.

WHEREAS, these documents are binding agreements describing the work to be preformed under the Funding Agreement, Resolution #010-2016.

WHEREAS, no other work may be added to this project subsequent to adopting these documents.

WHEREAS, these documents are required to be attached to the Funding Agreement.

NOW, THEREFORE BE IT RESOLVED BY PEDA that:

1. Knowing that the membership is in agreement with this project and
2. This project is urgently needed to conserve valuable irrigation water and
3. This agreement is a critical requirement and a contract with the State of New Mexico.
4. This Resolution is Passed, Approved and Adopted by this governing body at its meeting on November 1, 2016.

John R Pruitt
President, PEDA

[Signature]
Director, PEDA
PLEASANTON EASTSIDE IRRIGATION DITCH RE-LINING

Phase I
Glenwood, NM 88039

Project Budget

**BASE BID**

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Total Base Bld: $174,151

All material cost to include sales tax. All unit cost to include profit and risk.

**OPTION BIDS**

These options will be awarded based on amount of Base Bld and funds available.

**OPTION #1 STA 31+44 to 33+92**

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**OPTION #2 STA 33+92 to 35+39**

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Total for Option #2

Total Construction Cost with Options

Other project cost:

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Certified Procurement Officer/Project Manager SFSWCD
$540
Document reproduction, Advertising, Postage, Travel, Administrative
$2,599
Total Other Cost
$6,139

Project Total

$200,000

Signature

Date and Time

Oct 31, 2016 3:50 pm
SCOPE OF WORK

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using fiber reinforced cement. All newly placed shotcrete must be protected from freezing when the weather makes it necessary, which is likely in January and February. Hand finishing will be required around existing outlet valves in order to feather the concrete into existing hardware, allowing it to remain functional. A nozzleman capable of providing a uniform thickness and surface will minimize handwork.

Access to the ditch is possible with concrete trucks and pumping equipment, but may be problematic and must be viewed before bidding. Laying hose for up to 150 feet will be necessary in some locations. The closest concrete mix plant is 65 miles in Silver City, NM.

A disposal site for all slabs removed will be provided three miles from the work site. The number of slabs to be removed are shown in the drawings, but may increase as conditions become more visible during prep work. A source to pump water for construction needs will be provided with tanker access. All clearing slash may be chipped or hauled 6 miles to a disposal site.

This Project is made possible by a grant which has a definite maximum dollar amount. The Ditch Association maintains the right to terminate the contract, if the estimated quantity of concrete is exceeded. Likewise, with the Contractor’s agreement, the Project may be lengthened should concrete be available within the estimated quantity.

An engineering representative of the Ditch Association, will be on site, should questions or an issue arise requiring resolution, to facilitate a continuous flow of shotcrete.

This Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, NMSA 1978, Sections 13-4-10 through 13-4-17, where applicable. The contractor, subcontractor, employer or a person acting as a contractor, ("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 benefits 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.

The Contractor will be required to post a performance bond in accordance with the requirements of NMSA 1978, Section 13-4-18 (1978), and obtain any necessary easements and all required permits required by public entities. The Contractor will also be required to carry insurance up to $200,000 for coverage of this Project.

This project is located within the easement provided for the Ditch Association facility and any permission needed to access the project will be provided by the Association.
Pleasanton Eastside Ditch Association (PEDA)
State of New Mexico, Catron County

Resolution #010-2016

A RESOLUTION TO APPROVE AND SIGN: THE STATE OF NEW MEXICO INTERSTATE STREAM COMMISSION AND PEDA, DITCH IMPROVEMENT FUNDING AGREEMENT

WHEREAS, the ISC has awarded PEDA a reimbursement grant of $200,000 for the relining of the ditch.

WHEREAS, signing this agreement is mandatory to start the actual allocation of funds to reimburse PEDA’s for expenditures on this project.

WHEREAS, the ditch system is in very poor condition with considerable loss of valuable water every year we fail to make these repairs.

WHEREAS, this funding opportunity expires in 2020.

NOW, THEREFORE BE IT RESOLVED BY PEDA that:

1. Knowing that the membership is in agreement with this project and
2. This project is urgently needed to conserve valuable irrigation water and
3. This agreement is a critical requirement and a contract with the State of New Mexico to receive these funds and to perform this restoration work.
4. This Resolution is Passed, Approved and Adopted by this governing body at its meeting on November 1, 2016.

John R Pruitt
President, PEDA

[Signature]
Director, PEDA
Pleasanton Eastside Ditch Association (PEDA)
Catron County, State of New Mexico

Resolution #012-2016

A RESOLUTION APPROVING THE RECORDS SUBMITTED BY JOHN PRUITT AND MARK JOHNS FOR "IN-KIND" ENGINEERING WORK PERFORMED TO DATE IN PREPARATION FOR THE DITCH RE-LINING PROJECT, PHASE I

WHEREAS, the ISC has awarded PEDA a reimbursement grant of $200,000 for the re-lining of the ditch.

WHEREAS, this grant requires PEDA to contribute 10% of the project cost.

WHEREAS, this contribution may be "In-Kind" donated professional services.

WHEREAS, these records become an official document to accompany the Funding Agreement when submitted to the ISC for signature.

WHEREAS, these donations become an legal tax deductible donation for the individuals.

WHEREAS, the ISC has previously declared a hourly rate of $90 for design and contract document preparation and $55 for construction management.

WHEREAS, these records will be continuously updated as the project progresses and will be approved each time they are submitted to the ISC.

WHEREAS, it is necessary that these records be reviewed and approved by the PEDA Board.

NOW, THEREFORE BE IT RESOLVED BY PEDA that:

1. The records presented today are approved for submission with the Funding Agreement to the Interstate Stream Commission and the State of New Mexico.

2. This Resolution is Passed, Approved and Adopted by this governing body at its meeting on November 1, 2016.

Peter Tallman, Vice President, PEDA

Director, PEDA
PLEASANTON EASTSIDE DITCH ASSOCIATION (PEDA)
Catron County, New Mexico

DITCH RE-LINING PROJECT, Phase I

Record of “In-Kind” work. Performed in preparation to contract ditch restoration under the State of New Mexico Interstate Stream Commission, Pleasanton Eastside Ditch Association, Ditch Improvement Funding Agreement. November 2016.

Summary: For John R. Pruitt, PE #4242NM ret. (Work hours as of October 31, 2016)

Nature of the work: Surveying, cataloging the specific deficiencies along the ditch, determining corrective measures, calculating quantities of preparation work necessary before applying a new concrete lining. Calculating concrete quantities and application cost. Preparing draft drawings, final specifications, project cost estimates and all other contract documents.

May 12 thru October 31, 2016 207.5 hours @ $90/hr. = $18,675.00

Summary: For Mark Johns: (Work hours as of October 31, 2016)

Nature of the work: Reviewing all draft drawings for clarity and adequacy of recommended solutions, final drafting of drawings and reviewing proposed contract documents.

September 5 thru October 31, 2016 31.0 hours @ $90/hr. = $2,790.00

Daily records of these hours have been approved by PEDD, Resolution #012-2016, November 1, 2016 and are on file.

Estimate of future hours required to complete project:

Pruitt...November 1 thru November 30, 2016. Completion of specifications; 20 hours @$90/hr. = $1,800.00.

Pruitt...December 1, 2016 thru February 28, 2017. Completion of Project Management; 100 hrs. @ $55/hr. = $5,500.00

Johns...November 1 thru November 30, 2016. Completion of drawings and review of bid documents. 10 hrs. @ $90/hr. = $900.00

Date 11-1-16

Peter Tallman, Vice President, PEDD