AMENDMENT No. 1 TO
INTERSTATE STREAM COMMISSION
CATRON COUNTY
DITCH IMPROVEMENT DESIGN AND ENGINEERING
FUNDING AGREEMENT

The New Mexico Interstate Stream Commission ("ISC") and Catron County (the
"County") entered into a Ditch Improvement Design and Engineering Funding Agreement (the
"Agreement") on May 13, 2016. The ISC and the County (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 County for the County’s expenditures on the Project 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 The text of Article V.B. is hereby withdrawn and replaced with the following text: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 County and shall be final. The
County 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 The text of Article IX.A(ii) is hereby withdrawn and replaced with the following text: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 County, or proof of liabilities incurred by the County, in the form of copies of invoices and a certification by County's representative as designated in Article III herein. The certification must state that the expenditures are valid liabilities incurred by the County, for services rendered or goods received by the County 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.

CATRON COUNTY

[Signature]
Glyn Griffin, Chair

Date: March 9, 2017

INTERSTATE STREAM COMMISSION

[Signature]
Deborah K. Dixon, P.E., Director

Date: 3/17/17

Approved as to legal sufficiency:

[Signature]
Amy I. Haas, General Counsel

Date: 3/15/17
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.).

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