September 11, 2017

Tom Lovett
Route 1 Box 357
Duncan, AZ 85534

RE: Funding Agreement – New Mexico New Model Community Ditch Association

Dear Mr. Lovett,

This letter shall serve as official notice to proceed up to $54,820.00 of the New Mexico New Model Community Ditch Association Funding Agreement.

Please make sure that all invoices that are submitted under this agreement reference the Purchase Order number 55000-0000017255.

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

If you have any questions, please contact Ali Effati at (505) 827-5081.

Sincerely,

Kim Abeyta-Martinez
Administrative Manager
Interstate Stream Commission

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

**Vendor:** 0000054617  
NM NEW MODEL COMMUNITY DITCH ASSOCIATION  
308 FRANKLIN RD  
VIRDEN NM 88045-9523

**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

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<th>Line-Sch</th>
<th>Item/Description</th>
<th>Mfg ID</th>
<th>Quantity UOM</th>
<th>PO Price</th>
<th>Extended Amt</th>
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<td>Provide funds to the New Mexico Model Canal for design and engineering work on an agricultural water conservation project</td>
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<td>54,820.00</td>
<td>54,820.00</td>
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55000-30810-A150100-547400- - - -91648-50000

Decrease PO by $145,180 per Marcos. 9/8/17 sjb

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<tr>
<td>Total PO Amount</td>
<td>54,820.00</td>
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Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulations. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

**Authorized Signature**

[Signature]
STATE OF NEW MEXICO
INTERSTATE STREAM COMMISSION
NEW MEXICO NEW MODEL CANAL
DITCH IMPROVEMENT DESIGN AND ENGINEERING 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 New Mexico New Model Community Ditch Association (“New Model Canal”). Collectively, the ISC and the New Model Canal shall be referred to as the “Parties.” The effective date (“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 (NMSA 1978, Section 72-14-45); and

WHEREAS, at its November 24, 2014 public meeting, the ISC approved an allocation of $200,000 from the New Mexico Unit Fund for the Sunset Canal and New Model Canal jointly; and

WHEREAS, by letter dated October 31, 2016, attached hereto and incorporated herein as Exhibit A, the Sunset Canal renounced its share of that allocation and requested that its share be allocated to the New Model Canal; and

WHEREAS, at its December 12, 2016 meeting, the Commission approved New Model Canal’s request that the Commission allocate the full amount of the AWSA grant ($200,000) to New Model Canal; and

WHEREAS, part of the funding allocation from the ISC is intended for the design and engineering required by New Model Canal; and
WHEREAS, in accordance with the Commission’s decisions, the ISC will provide funds to the New Model Canal for design and engineering work, 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. DESCRIPTION, AMOUNT OF FUNDING, REVERSION DATE AND DESIGN PROPOSAL BUDGET

A. Description. The project that is the subject of this Agreement is an agricultural water conservation project. Specifically, the New Model Canal plans to improve its canal to accommodate flood control, de-silting, and deliver the proper volumetric flow to the respective farming community stakeholders. Necessary improvements were identified for the following locations:

- Joe Elledge Gate
- Clock Overflow
- Goodner Improvement
- Thomas Crossover/Overshot

This ditch improvement project is referred to throughout the remainder of this Agreement as the “Project.” This Agreement is limited to funding for the design and engineering work necessary for the Project. The design and engineering information contained in Article I(A) and in the Scope of Work and Budget Form, attached hereto as Exhibit B, is referred to collectively throughout the remainder of this Agreement as the “Design Proposal.” The Design Proposal is hereby incorporated into, and made a part of, this Agreement. The New Model Canal shall reference the Design Proposal in all correspondence with, and submissions to, the ISC concerning the Design Proposal, including, but not limited to, Requests for Payment and reports.

B. Amount of Funding. Total reimbursements by the ISC to the New Model Canal for the design and engineering phase shall not exceed Fifty-Four Thousand Eight Hundred and Twenty Dollars ($54,820) (the “Funding Amount”).

2
C. Reversion Date. The Parties agree that the funding for the Design Proposal must be expended by the New Model Canal by December 31, 2019. That date is referred to throughout the remainder of this Agreement as the “Reversion Date.” This Agreement is effective from the Effective Date until December 31, 2019, 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 New Model Canal will revert to the New Mexico Unit Fund and may be available for construction work on the Project.

D. Design Proposal Budget.

(i) Design Proposal Budget, Generally.

(1) The New Model Canal agrees that it will expeditiously initiate and timely complete the Design Proposal.

(2) The New Model Canal agrees that it will prepare a Design Proposal Budget (“Design Proposal Budget”), which will outline all steps to be completed to pursue and finance the Design Proposal, including, but not limited to, how the Funding Amount will be spent.

(3) No funds from the New Mexico Unit Fund shall be expended towards the Design Proposal until the Design Proposal Budget has been approved by the ISC.

(3) The New Model Canal will not be reimbursed from the NM Unit Fund for any part of any expenditure that is not included in the Design Proposal Budget approved by the ISC staff.

(4) The New Model Canal agrees to make no change to the Design Proposal Budget without first submitting to the ISC staff for its approval the proposed written amendment to the Design Proposal Budget.

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

ARTICLE II. LIMITATION ON ISC’S OBLIGATION TO MAKE REIMBURSEMENTS TO NEW MODEL CANAL

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Design Proposal, the New Model Canal shall be reimbursed by the ISC for certain expenses associated with the Design Proposal, up to the limit of
the Funding Amount. No reimbursement shall be made unless the New Model Canal 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 New Model Canal’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 New Model Canal, and/or the services will have been rendered to the New Model Canal before the Reversion Date or, if applicable, the Early Termination Date; and

ii. The total amount reimbursed by the ISC to the New Model Canal shall not exceed the Funding Amount identified in Article I(B); and

iii. The New Model Canal shall commit to obtaining or providing any additional funds necessary if the Funding Amount is insufficient to pay for the entire cost of the Design Proposal;

iv. The New Model Canal’s expenditures shall be made pursuant to the New Model Canal’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 New Model Canal shall timely submit a form requesting payment ("Request for Payment") using the form attached hereto as Exhibit C in accordance with the procedures set forth in this Agreement; and

vi. In the event that capital assets acquired with the Funding Amount 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 in advance.

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 New Model Canal, up to the limit of the Funding Amount, for necessary expenditures incurred to develop the Design Proposal sufficiently to
make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures.

B. The New Model Canal shall implement the Design Proposal in all respects. The New Model Canal shall provide all necessary qualified personnel, material, and facilities to implement the Design Proposal. The New Model Canal shall finance its share, if any, of the costs of the Design Proposal, including all Design Proposal overruns.

C. The Funding Amount shall not be used for purposes other than those specified in the Design Proposal, Scope of Work and the tasks described in the Design Proposal Budget. All Design Proposal expenditures will conform to the Scope of Work and Budget Form attached as Exhibit B and incorporated into this Agreement.

D. The New Model Canal 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:

NEW MODEL CANAL

Name: Mr. Tom Lovett
Address: Route 1 Box 357
         Duncan, AZ 85534
Email: tomlovett639@yahoo.com
Telephone: (928) 965-6198

INTERSTATE STREAM COMMISSION

Name: Mr. Ali Effati
Address: P.O. Box 25102
         Santa Fe, NM 87504-5102
Email: ali.effati@state.nm.us
Telephone: (505) 827-5801
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. EXPENDITURE OF FUNDS

The Funding Amount must be “expended” on or before the Reversion Date, set forth in Article I or, if applicable, the Early Termination Date of this Agreement, set forth in Article V below. For purposes of this Agreement, it is not sufficient for the New Model Canal to encumber the Funding Amount 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 New Model Canal, or title to the goods is transferred to the New Model Canal, as of the date particular services are rendered for the New Model Canal. Funds are not expended and an expenditure has not occurred as of the date they are encumbered by the New Model Canal 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 Design Proposal 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 New Model Canal 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 New Model Canal 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 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 unappropriates 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 New Model Canal and shall be final. The New Model Canal 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 New Model Canal 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 New Model Canal 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 New Model Canal in accordance with the provisions of this Agreement.

If a Suspension directive is issued:

(i) Upon the date the New Model Canal receives written notice of Suspension from the ISC, the New Model Canal 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 New Model Canal 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 New Model Canal 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 New Model Canal receives written notice from the ISC informing the New Model Canal 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 New Model Canal under this Agreement, the ISC may, but is not obligated to, require the New Model Canal 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 New Model Canal 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 Design Proposal activity, the New Model Canal shall submit to the ISC Periodic Reports for the Design Proposal. The Periodic Report shall be submitted by the New Model Canal and shall be submitted on a form prescribed by the ISC. The Periodic Report form is attached hereto as Exhibit D.

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 Design Proposal. The ISC may, in its discretion, change the reporting period from time to time by giving the New Model Canal 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 New Model Canal shall submit to the ISC a Final Report for the Design Proposal. The Final Report shall be submitted by the New Model Canal and included the final
design and engineering report for the Project, signed by a professional engineer. 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 D. The ISC shall provide the New Model Canal with a minimum of thirty (30) days’ advance written notice of any change to the Final Report format or required content. The Final Report must be submitted within twenty (20) days after the Proposal’s Reversion Date or within twenty (20) days of the date of Early Termination, whichever occurs first.

C. Requests for Additional Information/Inspection

During the term of this Agreement and during the period of time during which the New Model Canal must maintain records pursuant to this Agreement, the ISC may (i) request such additional information regarding the Proposal as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, on-site inspections of the Design Proposal work. The New Model Canal shall respond to such requests for additional information within a reasonable period of time, as established by the ISC. The ISC may inspect Proposal 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 Design Proposal itself or the Periodic and Final reports, as described above, are only for purposes of compliance with the terms of the Agreement and any other grant requirements. ISC inspection, review and approval will not be interpreted as any warranty or guarantee of any kind.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. Request for Payment.

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

(i) The New Model Canal 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 New Model Canal, or proof of liabilities incurred by the New Model Canal, in the form of copies of invoices and a certification by the New Model Canal’s representative as designated in Article III herein. The certification must state that the expenditures are valid, or are liabilities incurred by the New Model Canal, for services rendered by a third party or goods received
by the New Model Canal for the implementation of the Design Proposal; 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 New Model Canal 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 New Model Canal, if the invoices comply with the provisions of this Agreement and are a valid liability of the New Model Canal, the New Model Canal 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 New Model Canal to the ISC within thirty (30) days of the date each respective invoice is received by the New Model Canal from a contractor, or within thirty (30) days from the date this Agreement expires or is terminated. Provided that, however, 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, New Model Canal 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 New Model Canal’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 unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Design Proposal and that the expenditures, and the New Model Canal, 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 New Model Canal.

(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. DESIGN PROPOSAL CONDITIONS AND RESTRICTIONS:
REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Design Proposal:

(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 work completed pursuant to the Design Proposal 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 New Model Canal 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 NMSA 1978, Section 13-4-11(B) to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Design Proposal 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 New Model Canal shall not, at any time, convert any property acquired or developed with the Funding Amount to uses other than those specified in the Design Proposal without the ISC’s express advance written approval.

(v) The New Model Canal 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 New Model
Canal agrees to assure that no person shall be excluded from employment with New Model Canal, be excluded from participation in the Design Proposal, 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 New Model Canal is found not to be in compliance with these requirements during the life of this Agreement, the New Model Canal agrees to take appropriate steps to correct any deficiencies. The New Model Canal’s failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

(vi) Contractors utilized to complete the Design Proposal 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 New Model Canal shall be solely responsible for the construction, maintenance, and operation of all equipment and improvements associated with the Design Proposal. The New Model Canal agrees that the State of New Mexico and its agencies, including the 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 Proposal. This provision shall survive termination of this Agreement.

(viii) The New Model Canal 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 New Model Canal. The New Model Canal’s obligation to maintain the Project will survive the close out of the Project, 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 New Model Canal hereby represents and warrants the following:

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

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

(iv) The New Model Canal shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The New Model Canal specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no 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 New Model Canal shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(v) The New Model Canal certifies that no funds have been paid, or will be paid, to spouses, children, parents, brothers and sisters of members of the New Model Canal’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 New Model Canal certifies that no funds have been paid or will be paid, by, or on behalf, of the New Model Canal, to any person for influencing, or attempting to influence, an officer or employee of this, or any, agency or body in connection with the awarding of any contract or work to any third party in connection with this Design Proposal. The New Model Canal shall require certifying language prohibiting lobbying to be included in the award documents for all sub-awards, including subcontracts, loans and cooperative agreements connected with the Design Proposal. All sub-recipients shall be required to certify accordingly.
ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The New Model Canal shall be strictly accountable to the ISC for receipts and disbursements relating to the Funding Amount. The New Model Canal 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 New Model Canal 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 New Model Canal 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 New Model Canal shall be required to reimburse the NM Unit Fund for any and all amounts found to be improperly expended.

D. The New Model Canal 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 New Model Canal, including, but not limited to, any part of the Funding Amount reimbursed to the New Model Canal based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the New Model Canal, or violation of this Agreement, the New Model Canal 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 ISC inspection, review and approval of the Project itself, including the work conducted pursuant to the Design Proposal, Project plans or designs, the Design Proposal, 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 New Model Canal 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 New Model Canal or any professional engineer hired by the New Model Canal 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 New Model Canal shall implement the Project in all respects. The New Model Canal shall provide all necessary qualified personnel, material, and facilities to implement the Project. The New Model Canal shall finance or provide Project engineering, permitting, and all Project cost overruns. The Project is the New Model Canal'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 New Model Canal 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 New Model Canal 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 New Model Canal, or the ISC, or the State of New Mexico in the event of immediate or early termination of this Agreement by the New Model Canal pursuant to lack of ISC funds."

15
ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR IN PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The New Model Canal acknowledges and agrees that the New Model Canal 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 New Model Canal 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 New Model Canal’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 New Model Canal 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 Agreement as of the date of last signature.

NEW MODEL CANAL

By:____________________  
Name: Tom Lovett  
Title: President  

By:____________________  
Name: Robert Williams  
Title: Treasurer  

Date: 4/3/17

INTERSTATE STREAM COMMISSION

By:____________________  
Deborah Dixon, P.E., Director  
Interstate Stream Commission  

Date: 4/2/17

Approved as to Agency budget sufficiency:

By:____________________  
Jeff Primm, Director  
OSE Program Support  

Approved as to legal sufficiency:

By:____________________  
Dominique W.  
ISC General Counsel  

Date: 4/17/17
October 31, 2016

To: New Mexico Interstate Stream Commission
    Bataan Memorial Building, Room 101
    Post Office Box 25102
    Santa Fe, NM 87504-5102

C/O Deborah K. Dixon, P.E., Director

As part of the New Mexico Unit Fund, improvement projects for the Sunset and New Model canals were allocated $200,000, pursuant to the 2004 Arizona Water Settlements Act. This money was to be split between the canals with $130,000 for Sunset and $70,000 for New Model.

In trying to meet all of the Engineering requirements in order to use this funding, the Sunset Canal found it to be unfeasible to complete this project with the available funding. The proposed project was estimated to cost in excess of $800,000 and was deemed too expensive to pursue at this time. Therefore, the Sunset Canal will not be requiring the $130,000 and would like to request these funds be allocated to the New Model side of the project.

Thank you for the opportunity and we look forward to working with you again. If there are any questions please contact us at the above information. Thank you again.

Attached is a copy of the Board Minutes affirming this decision.

Sincerely
Sunset Canal

EXHIBIT A
Sunset Ditch Company  
110 Richmond Ave. Box 4  
Virden, NM 88045  
928-965-1196

Sunset Ditch Company  
Board Meeting  
September 22, 2016

A. All Board Members Present: Ed Kilby, Stan Jones, Kent Clouse, Stanley Thygerson

B. Stan made a motion to approve the agenda. Kent seconded the motion and the motion passed.

C. Minutes from previous Board Meeting were read. Stan made a motion to approve the minutes as read. Stanley seconded the motion and it passed.

D. Ed made a motion to approve the financial report. Stanley seconded the motion to approve and motion passed.

E. Old and New Business were covered together:
   a. Glorieta Geoscience is the consultant firm that was hired at the Summer meeting in Albuquerque. They have been working on the NM Database mapping and will be presenting it to the Technical Committee on October 5th, 2016. The board has directed Glorieta to submit the OSE database to the Tech Committee and have the changes (i.e. transfers, polygons, etc.) accepted. There is still a lot of work that needs to be done. And changes will not be accepted until each landowner has the chance to review the database and accept their changes.

b. Cost of engineering will be astronomical in proportion to the cost of the project. The quote that was obtained came in around $100,000. The board agreed that if the engineering cannot come in at $25,000 or less then it would be a wiser decision to let go of this funding due to the engineering requirements. A letter will be submitted to the ISC declining the funds and requesting that they be rerouted for use on the New Model side of the project.

c. The board reviewed all of the Audit Findings and has begun to make appropriate changes. The Sunset Employees will now be paid twice a week and wages are as follows: Juan Blancarte will receive $13.75/hr for an 80 hour week and Hollie Jones will receive $8.75/hr for a 20 hour week. A Cash Basis accounting system has been set up and will be used from now on.

F. Rex Jensen and Robert Carranza have both been informed of the TBI rescind deadline. Mr. Jensen rescinded several acres and retained a small portion to use. Both have been informed that Canal Water does cease in December and they are required to use at least one irrigation from the Canal this year and be growing a viable crop to meet the requirements.

G. Meeting was adjourned.

Edward Kilby, Chairman   Date:
STATE OF NEW MEXICO
INTERSTATE STREAM COMMISSION
Arizona Water Settlements Act of 2004
Non-NM Unit Project
Proposal Form
Exhibit B

Entity: New Mexico New Model Ditch Association

Mailing Address: Route 1, Box 357
Duncan, AZ 78749

Telephone: (928) 965-6198

Email: tomlovett639@yahoo.com

Contact Name: Tom Lovett

Project Description: New Mexico New Model Ditch Association

Design and Engineering Proposal Description (include description of deliverables, need for third-party contractors, cost and completion date – can include additional attachments):

PROJECT PURPOSE AND NEED

JHE developed the Preliminary Design Report for the New Mexico Model Canal Improvements Project in order to develop the necessary improvements to the canal to accommodate flood control, de-silting, and deliver the proper volumetric flow to the respective farming community stakeholders.

Necessary improvements were identified for the following locations:

Joe Elledge Gate

The Joe Elledge Gate location appears to be designed for three primary reasons, flood control, de-silting, and to establish a water elevation necessary to convey water to the downstream farmers and accommodate the volumetric flow as determined by the respective permits in place. The concerns noted in this area are as follows:

- The existing 80"W x 87" Carbon Steel de-silting gate is difficult to open when the channel is dry and extremely difficult without the force of multiple members concurrently turning the handwheel using additional mechanical leverage under full head conditions.
• The existing flood control spillway weir wall has been modified from its original design which allowed the ability to adjust the overflow elevation. The as inspected condition identified there is no longer the capability of adjusting the channel overflow elevation and is fixed by TOC elevation of the cast-in-place weir elevation.

• There are no means of accommodating automatic emergency release of abnormal and extreme channel elevations when the channel continues to rise beyond what the existing weir wall and spillway can release to the Gila River during flood seasons. In addition to being extremely difficult to open manually, this poses a significant safety concern requiring multiple members needing to access the gate for manual operation during high elevation and high flow conditions.

**Clock Overflow**

The Clock Overflow location appeared to serve three purposes, de-silting, flood control discharging excess volumes of water to the Gila River, and flow regulation determined by a flow meter (The Clock) downstream. The concerns noted in this area are as follows:

• Large amounts of silt collect in this area
• Controlling flow with the clock is difficult as it requires one to walk back and forth from the gate to the clock to make position adjustments to regulate downstream flow.
• The existing gate manual actuator does not have a gear reducer and is difficult to operate.

**Goodner Improvement**

Improvements at this location are needed as a result of severe flooding that has eroded the bank of the Gila River to the point the existing concrete lined canal channel was washed away. Upon inspection a temporary native soil lined canal has been previously excavated to allow continued used of the New Mexico New Model Canal.

**Thomas Crossover/Overshot**

The Thomas Crossover/Overshot location will require improvements to the existing sheet flow crossover/overshot. The existing infrastructure elevation is higher than the invert of the channel which creates a situation where the channel backs up and provides an area for silt collection requiring constant maintenance.

**TASK 1 – CODE RESEARCH AND REVIEW**

Review existing plans, maps, records, planning studies, and other relevant information related to the project as provided by the CLIENT if available.
Review Federal/State/Local (County/City) code requirements. CLIENT will assist with identifying respective code, and permitting requirements with the help of the United States Department of Agriculture.

**TASK 2 — DESIGN**

Based on the project purpose and need described above, JHE proposes the following design scope of services for each area of concern:

**Joe Elledge Gate**

1. Design the replacement of the existing gate with a new gate inclusive of seals which decrease friction during opening and closing under full head conditions.

2. New gate design includes an electric actuator with geared reduction and manual override for manual operation of the gate if power was unavailable.

3. New gate design includes a local control panel for gate actuation and includes automatic controls which open the gate in the event of high level conditions using redundant level switches.

**Clock Overflow**

1. Design a larger silt collector to accommodate the amounts of silt that accumulates at this location. This improvement will require the 48" conveyance pipe to the Gila River to be lowered better enabling flushing of the de-silting box.

2. Design an electrically controlled actuator with gear reducer equipped with manual override handwheel for times when power may not be available. Actuator to have automatic control capability provided by a relay cabinet. Relay cabinet includes high level control via redundant level switches for flood control measures. Relay cabinet would also include capabilities to transmit gate position and include a local indication of flow captured from the downstream flow meter which is already being transmitted elsewhere.

**Goodner Improvement**

1. Design approximately 1000' of 48" corrugated HDPE piping with a straight alignment reconnecting the ends of the existing concrete lined channel which are still intact.
2. New HDPE piping to be backfilled with CLSM and a minimum of 4 sheet flow crossovers/overshots installed to allow sheet flow during weather events to naturally convey to the Gila River.

3. Design headwalls at either end of the NEW HDPE piping to protect to interface between concrete lined channel and HDPE from erosion.

4. Design protection of the new pipe alignment canal from future erosion of the Gila River. Proposed erosion mitigation efforts would include placing riprap and covered a cement slurry topping where shown and notated on the attached site plans.

**Thomas Crossover/Overshot**

1. Design approximately 100 LF of new 48" corrugated HDPE pipe to replace the existing severely eroded concrete lined channel.

2. Design NEW headwalls at either end of NEW 48" HDPE pipe and align them so they direct sheet flow from weather events toward the existing wash and away from the Thomas pasture (not perpendicular to the NEW 48" pipe)

3. Design a NEW headwall with approximate 2' deep footer to direct sheet flow from weather events across the NEW Crossflow/Overshot to avoid further damaging and eroding the existing concrete lined channel.

The design project scope is broken into the following phases for billing and review purposes. A summary of phase deliverables is as follows:

**2.1 - 30% DESIGN DOCUMENTS**

2.1.1 JHE will arrange for two representatives to meet with CLIENT on site to review and respond to any questions or concerns related to the 30% Design Documents

2.1.2 Prepare 30% schematic design including a site plan that shows project location, extents, plan index sheet, and 30% design drawings for the improvements described in Task 2.

2.1.3 Prepare a preliminary specification list index showing the relevant specifications required for construction.
30% schematic design drawings and preliminary specification list will be provided to CLIENT in PDF format.

2.2 - 60% DESIGN DOCUMENTS

2.2.1 JHE will arrange for two representatives to meet with CLIENT on site to review and respond to any questions or concerns related to the 60% Design Documents

2.2.2 Prepare 60% design drawings which incorporate responses to CLIENT comments on the 30% design submittal.

2.2.3 Prepare preliminary specifications for construction incorporating responses to CLIENT comments on the preliminary specification list.

2.2.4 Prepare a Class B (margin of error +/- 10%) estimate of the probable construction cost including a quantity takeoff sheet for the project.

60% design drawings and specifications will be provided to CLIENT in PDF format.

2.3 – 100% DESIGN DOCUMENTS

2.3.1 JHE will arrange for two representatives to meet with CLIENT on site to review and respond to any questions or concerns related to the 100% Design Documents

2.3.2 Prepare 100% Construction Contract Drawings which incorporate CLIENT’s comments from 60% design submittal.

2.3.3 Prepare 100% Construction Contract Specifications which incorporate CLIENT’s comments from 60% design submittal.

2.3.4 Prepare a Class A (margin of error +/- 5%) estimate of the probable construction cost, including a quantity take-off sheet for the project.

100% design drawings and specifications will be provided to CLIENT in PDF format.

Budget:

Please see Attachment B – Cost of Services for Design Phase Services

Of the $113,560 budget total, New Model Canal has paid $58,740.00 in engineering services for the 30% design work.
Schedule:

JHE has completed the 30% design for the New Mexico New Model Canal Improvements Project and has ceased work until issuance of an NTP from ICS via New Mexico New Model. The schedules for delivery of the 60% and 100% Design Documents is as follows:

60% Design Complete.................................120 Calendar days from NTP
100% Design Complete.................................180 Calendar Days after New Mexico New Model and ICS approve 60% Design Documents.

Signature(s) of authorized signatories:

[Signature]

Date: 4/3/17

ISC Use Only

This Proposal is hereby approved/ not approved.

[Signature]

Name

Title Gila Basin Manager

Interstate Stream Commission

Date 8/31/17
# ATTACHMENT B - COST OF SERVICES

## New Mexico New Model Canal Improvements Project

### Improvements Design

#### Level of Effort Estimate

<table>
<thead>
<tr>
<th>Item/Description</th>
<th>Spec Section</th>
<th>Principal Engineer</th>
<th>Mechanical Engineer</th>
<th>Civil Engineer</th>
<th>Electrical Engineer</th>
<th>Draftsman</th>
<th>Administrative Assistant</th>
<th>Total Labor Hours</th>
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<td>Labor Rate</td>
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<td>$ 159</td>
<td>$ 159</td>
<td>$ 159</td>
<td>$ 119</td>
<td>$</td>
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#### Task 1 - Code Research and Review

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<th>Civil Engineer</th>
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<th>Draftsman</th>
<th>Administrative Assistant</th>
<th>Total Labor Hours</th>
</tr>
</thead>
<tbody>
<tr>
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<td>1.1 Research and understand State / Local Code design requirements</td>
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<td>-</td>
<td>-</td>
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<td>-</td>
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</table>

**Sub-Total** | 20 | - | - | - | - | - | 40 | - | 60 |

#### Task 2 Design

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<th>Item/Description</th>
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<th>Civil Engineer</th>
<th>Electrical Engineer</th>
<th>Draftsman</th>
<th>Administrative Assistant</th>
<th>Total Labor Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2.1 Develop 30% Design Project Documents</td>
<td>40</td>
<td>60</td>
<td>60</td>
<td>60</td>
<td>40</td>
<td>100</td>
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<tr>
<td></td>
<td>2.2 Develop 60% Design Project Documents</td>
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<td>30</td>
<td>30</td>
<td>30</td>
<td>20</td>
<td>50</td>
<td>180</td>
<td>180</td>
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<tr>
<td></td>
<td>2.3 Develop 100% Design Project Documents</td>
<td>20</td>
<td>30</td>
<td>30</td>
<td>30</td>
<td>20</td>
<td>50</td>
<td>180</td>
<td>180</td>
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</table>

**Sub-Total** | 80 | 120 | 120 | 120 | 80 | 200 | 720 |

**Total Hours** | 100 | 120 | 120 | 120 | 80 | 240 | 780 |

**Total Billable Labor Cost** | $21,200.00 | $19,080.00 | $19,080.00 | $19,080.00 | $9,540.00 | $19,080.00 | $107,060 |

**Billable labor** | $107,060 |

**Travel (3 trips)** | $6,500 |

**Total** | $113,560 |

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**Note:** CLIENT to provide accommodations for two nights / two travelers / trip
STATE OF NEW MEXICO  
INTERSTATE STREAM COMMISSION  
Arizona Water Settlements Act of 2004  
Non-NM Unit Projects  
Request for Payment  
Exhibit C

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.

The 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.

The 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
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