

SECOND JUDICIAL DISTRICT COURT
COUNTY OF BERNALILLO
STATE OF NEW MEXICO

SAN JUAN AGRICULTURAL WATER USERS ASSOCIATION;
ELECTORS CONCERNED ABOUT ANIMAS WATER; and
STEVE CONE,

Plaintiffs,

vs.

No.

KNME -TV; BOARD OF EDUCATION OF THE ALBUQUERQUE
PUBLIC SCHOOLS; REGENTS OF THE UNIVERSITY OF
NEW MEXICO; JOHN D'ANTONIO, NEW MEXICO STATE ENGINEER;
OFFICE OF THE NEW MEXICO STATE ENGINEER;
NEW MEXICO INTERSTATE STREAM COMMISSION; and
OFFICE OF THE GOVERNOR OF NEW MEXICO,

Defendants.

**COMPLAINT FOR PRODUCTION OF PUBLIC RECORDS, DAMAGES, AND
DECLARATORY AND INJUNCTIVE RELIEF**

1. Pursuant to the Inspection of Public Records Act, NMSA, 1978, §§ 14-2-1 through -12, this Complaint seeks production of all public records concerning “The Water Haulers,” a news documentary broadcast by KNME-TV. The Complaint also seeks damages and declaratory and injunctive relief under the Inspection of Public Records Act and other applicable law. In support of the Complaint, plaintiffs allege and state:

2. Plaintiff San Juan Agricultural Water Users Association (“the Association”) is an association that represents approximately 15,000 persons who use water from the San Juan River in northwest New Mexico.

3. Plaintiff Electors Concerned About Animas Water (“CAW”) is a grassroots citizens watchdog organization with its headquarters in Farmington, New Mexico. CAW focuses on government waste and environmental degradation in the Four Corners area.

4. Plaintiff Steve Cone is a resident of Farmington, New Mexico. He is an active member of CAW and other environmental organizations.

5. The plaintiffs and their members have been damaged by the actions of the defendants and their refusal to produce public records as required by law.

6. Each of the defendants is a “public body” as defined in § 14-2-6(D), and therefore subject to the Inspection of Public Records Act.

7. Defendant KNME-TV (“KNME”) is a public television station that broadcasts throughout the State of New Mexico and nearby areas in other states. Its principal place of business is located in Albuquerque. KNME is an affiliate of the Public Broadcasting System (“PBS”). KNME is a joint venture of the University of New Mexico and the Albuquerque Public Schools. KNME operates as a distinct entity or organization.

8. Defendant Board of Education of the Albuquerque Public Schools (“APS”) is the governing body for the Albuquerque public school system. In conjunction with the University of New Mexico, APS jointly owns, operates, and controls KNME.

9. Defendant Regents of the University of New Mexico (“UNM”) is the governing body of the University of New Mexico. In conjunction with APS, UNM jointly owns, operates, and controls KNME.

10. Defendant John D’Antonio is the State Engineer. By statute, he is charged with various duties and responsibilities concerning the waters within the State of New Mexico, including the San Juan River.

11. Defendant Office of the State Engineer is an agency of the State of New Mexico which also has various duties and responsibilities concerning the waters of the State, including the San Juan River.

12. Defendant Interstate Stream Commission is an agency of the State of New Mexico. It has various duties concerning the rivers and streams that flow into New Mexico from other states, or from New Mexico to other states, including the San Juan River.

13. Defendant Office of the Governor of the State in New Mexico is an agency of the state. The Governor and members of his staff (including but not limited to Bill Hume) have taken various actions concerning the San Juan River.

14. In particular, Governor Richardson and John D'Antonio, purportedly acting on behalf of the State of New Mexico, have signed a "conditional settlement" with the Navajo Tribe that would allocate roughly 56% of the water in the San Juan River to the Navajo Tribe. This agreement is conditional because it does not become final and binding until various conditions have been met, including legislation from Congress, approval by the New Mexico State Legislature, approval by various federal agencies, and approval by the courts. The proposed Navajo settlement is also conditioned upon the construction of a pipeline to take water from the San Juan River to Gallup, New Mexico and Window Rock, Arizona.

15. The plaintiffs and their members are not a party to the Navajo settlement. The Navajo settlement, if it were carried out in whole or in part, would be a disaster for them and all the people who depend on water from the San Juan River. It would also be a disaster for the rest of the State of New Mexico, because the San Juan River supplies water

to the Rio Grande basin via the San Juan Project. The Navajo settlement would also be an environmental disaster for the State of New Mexico and the entire Colorado River basin.

16. For political reasons, the Governor, the State Engineer, the Interstate Stream Commission and the Navajo Tribe all wish to conceal the disastrous effects of the Navajo settlement. They wish to suppress adverse information about the conditional settlement, and to portray their settlement as a pure blessing for Indians and non-Indians alike, and an act of farsighted statesmanship by them.

17. On January 13, 2007, KNME broadcast a 30 minute news documentary about the proposed Navajo settlement and pipeline, entitled “The Water Haulers.” The program was re-broadcast several times by KNME, and perhaps by other television stations. KNME has also posted the program on its website, where it can be viewed at the following link: <http://www.knmetv.org/water/index.php>.

18. “The Water Haulers” presents the Navajo settlement and proposed pipeline in completely positive terms. The news program presents the settlement as a solution to many Navajos who currently have to haul water to their homes by truck. The program also presents the conditional settlement as a final solution that will benefit all of the people of New Mexico. It includes interviews with Anna and Mark Tsosie; Sharon Tsosie; Rolanda Todacheenie, Navajo County Health Representative; John Leeper of the Navajo Water Resources Department; John Utton, attorney for New Mexico; John D’Antonio, State Engineer; Ray Gilmore, Chairman of the Navajo Nation Water Rights Commission; Joe Shirley, Jr., President of the Navajo Nation; George Arthur, Navajo Nation Council Delegate; Senator Pete Domenici; Senator Jeff Bingaman; Jon Huntsman, Jr., Governor of

Utah; and Mark Udall, U.S. Representative, Colorado. It also shows a video of Governor Richardson signing the conditional settlement.

19. This news program does not present any information against the proposed settlement. It does not include any interviews or information from people who have objections or reservations about the settlement, including but not limited to, the San Juan Agricultural Water Users Association and its members, or environmental groups.

20. “The Water Haulers” news program has been repeatedly cited as objective proof that the Navajo settlement and pipeline is an urgently needed solution that must be carried out by the state and federal governments. For example, Defendant D’Antonio cited the documentary in his testimony to Congress on June 27, 2007, and in his Op-Ed piece in The Albuquerque Journal on Sunday, April 8, 2007.

21. On June 12, 2007, a written request for inspection of public records concerning “The Water Haulers” was delivered to the each of the following public bodies: KNME, UNM, APS, OSE, ISC, and the Office of the Governor. A copy of one such request is attached as Exhibit A.

22. In response, a few records were produced by the OSE or the ISC; by the Office of the Governor; and UNM. KNME did not directly produce any documents, although UNM stated that it was providing some documents on behalf of KNME. APS did not produce any documents.

23. The defendants have not produced all of the public records covered by the June 12 request. Therefore, plaintiffs seek a court order compelling each of the defendants to make full production of all of the public records that were requested on June 12.

24. The set of documents produced thus far clearly indicates that there are other public records which defendants have not provided. Here are a few examples:

25. On March 24, 2006, defendant D'Antonio wrote to Michael Kamins, an executive producer at KNME. *See* Exhibit B, Doc. Nos. 000001-6, attached. Mr. D'Antonio proposed that the OSE

work with KNME-TV to produce a 26-minute video documentary suitable for airing on "In Focus" about the need to implement the Navajo Nation Water Rights Settlement Agreement. . . . It is important to educate PBS viewers who could potentially make a plea for funding to federal Congressional representatives or state legislators after hearing this compelling story. . . . It is my understanding that the total cost to produce a video documentary on this subject would be about \$60,000. Between my office, the Interstate Stream Commission, the Navajo Nation, and the City of Gallup, I believe we can come up with about \$30,000 to get things started, once we receive word from you that you are interested in proceeding with this project. If this program were to be finished by fall of 2006, it would greatly help with our efforts to lobby federal Congressional funding committee members in Washington, DC. This program could benefit our efforts to secure state funding for this water settlement next year, as well.

26. With his letter Mr. D'Antonio enclosed a detailed outline (dated 3/3/06) for a 26.45 minute documentary for airing on the "In Focus" news program on KNME. One of the goals for the program is "To make a plea for funding for the Navajo Nation water settlement agreement from both federal and state sources" The script outline contains details for the content of the program, such as:

(narrator/nat sound): **Follow Navajo family #1** Father and daughter Begay leave their house and jump into an old truck / They ride down a long, remote bumpy dirt headed for the "watering station" many miles from their home . . . "in the winter, this trip is even more difficult when roads are icy"

(narrator/VO/natural sound): “Back at home, the water will be used by the Begay family for drinking (cover footage of child drinking water from pitcher) . . . for cooking supper (cover footage of grandmother washing clothes in a tub)”

27. The outline then shifts to the need to implement the Navajo Water Settlement. It includes interviews with a Navajo Water Commissioner, Senator Jeff Bingaman, the Navajo Nation President, John D’Antonio, and Governor Bill Richardson. [*Inter alia*, the defendants have not produced the preliminary drafts of this proposal and the content script.]

28. By letter dated April 28, 2006, Chairman Ray Gilmore of the Navajo Nation Water Rights Commission wrote to Mr. Kamins at KNME. Exhibit C, Doc. No. 000007.

Inter alia, the letter states that the

Commission agrees . . . that this video documentary could play an important role [in] explaining the settlement to federal, state, and local leaders, in addition to your PBS viewers. The Commission agreed to provide \$15,000 towards this important video documentary. . . . The Commission also expressed its concern that its perspective, and the perspective of the Navajo people, be fully incorporated into this production.

29. KNME responded to the Navajo Nation Water Rights Commission in a letter dated August 2, 2006, by Chad Davis, Director of Content. *See* Exhibit D, Doc. No. 000010-11. *Inter alia*, the letter stated:

To respect the perspective of the Navajo people, the documentary will share personal stories of need on the Navajo reservation by profiling Navajo communities and people. It is important to KNME that we accurately represent the Navajo way of life and culture. To that end, KNME will seek counsel from a representative of the Navajo Nation on the aspect of cultural accuracy. . . . Ultimately, we are setting out to tell the story of how the Navajo Water Rights Agreement should help

build a livelihood and improve quality of life for the Navajo people.

The letter also stated that the script and storyboard would be developed in consultation with the Navajo Nation and the Office of State Engineer/Interstate Streams Commission.

KNME also agreed to provide “a fine cut of the program” for feedback prior to a final edit.

[*Inter alia*, the defendants have not provided the intermediate scripts and storyboards, or the “final cut.” Upon information and belief, they have not provided all of the documents showing how the OSE and the Navajo Tribe were involved in agreeing on the final content of the program.]

30. On September 15, 2006, Tish Bravo of KNME sent an e-mail to Flora J. Henderson (a Navajo representative) and Karen Stangl (OSE publicity director), saying that she would e-mail the first draft of the script “per our agreement” on September 18. Exhibit E, Doc. No. 000018. [The defendants have not produced this draft, or subsequent drafts.]

31. On October 2, 2006, John D’Antonio wrote to Trudy and Ed Healy at the Healy Foundation in Taos, New Mexico. Exhibit F, Doc. No. 000022. Mr. D’Antonio thanked them for agreeing to contribute \$15,000 “to help us with getting funding to implement the Navajo Nation water settlement agreement. . . .” The letter encloses a videotape of an eight minute program which the OSE had already shown to the Interstate Stream Commission, the Navajo Nation Water Rights Commission, the Governor’s Blue Ribbon Task Force on Water, and the Legislative Interim Committee on Indian Affairs. The letter states that “we are in discussions with KNME regarding the production of a longer version of this program suitable for airing on PBS in January.” [The defendants did not produce copies of this eight minute version. The defendants have not produced any of

the financial records, such as checks and vouchers, showing who actually paid for the program.]

32. On January 11, 2007, Greg Ridgley of the OSE sent an e-mail to William Hume at the Office of the Governor and to ElizabethMori@podesta.com. See Exhibit G, Doc. No. GOV 00002-3. The e-mail refers to the upcoming broadcast of “The Water Haulers” on January 12. It also refers to a meeting with Elizabeth Mori and “Tony” [Podesta?]. Upon information and belief Tony Podesta and the Podesta organization are paid Washington lobbyists for the State of New Mexico. [Defendants have not produced any other documents concerning Podesta or lobbying efforts.]

33. KNME broadcast “The Water Haulers” on January 12, 2007 and again on January 13, 14, 18, and 24. Upon information and belief, the program has also been broadcast or posted on the world wide web by others.

34. “The Water Haulers” program appears to be a regular news documentary. At the very end of the broadcast, after all the credits, it states that the program was funded in part by the Navajo Water Rights Commission, the Healy Foundation, and the OSE/ISC. To the ordinary viewer, who is not likely to watch the credits anyway, it appears that this is a typical PBS news program, funded by various foundations, sponsors, or public entities.

35. Most importantly, “The Water Haulers” does not disclose that KNME agreed to present the content and story line proposed by the State of New Mexico and the Navajo Nation, in exchange for funding. KNME did not disclose that KNME agreed to present only the viewpoint of the Navajo Nation and the OSE, in exchange for funding from them.

Although KNME presented the program as television journalism, KNME agreed to waive the first principle of journalism, which is to get all sides of the story.

36. As the documents indicate, KNME also knew that the program would be used to influence Congress, the state legislature, and the public to support the legislation needed to carry out the conditional settlement. *See* Statement of John R. D’Antonio, submitted in support of S. 1171, Hearing before the Senate Energy and Natural Resources Committee, June 27, 2007 (“The reality faced by Navajo families was highlighted in a recent PBS documentary . . .”).

37. “The Water Haulers” is a very effective piece of political propaganda, because it masquerades as news reporting from a trusted, impartial, and objective source – public television. “The Water Haulers” is also effective because it has great emotional appeal: any normal person watching the broadcast would feel sorrow and guilt at the very real plight of the poor Navajos who appear on the program. To capitalize on these feelings, KNME posted a link on “The Water Haulers” website with a “List of Congressional Reps,” so that viewers could “Get Involved” with the pending legislation. The link can be found at <http://knmetv.org/water/involved.php>. [The defendants have not produced any documents explaining the origins of this lobbying effort, or the results of that effort.]

38. In February, 2007, after KNME had broadcast “The Water Haulers” several times, the OSE/ISC entered into an intergovernmental contract with UNM for the program. *See* Exhibit H, Doc. No. 000026-34. For a price of \$15,000, UNM agreed that KNME would provide the program. The parties also agreed to assist the OSE/ISC in meeting its objectives, including the adjudication of non-Indian water rights in the San Juan River

Basin, which would include the water rights of the San Juan Agricultural Water Users Association and its members. The parties also agreed to assist in the proposed settlement between the State of New Mexico and the Navajo Nation.

39. By agreeing to promote the proposed settlement and legislation, KNME and UNM violated the most basic principles of journalism – neutrality and objectivity.

40. In exchange for money, KNME deliberately failed to follow basic principles of journalism, and its own journalistic standards, and the standards of the Public Broadcasting System.

41. If KNME had adhered to the fundamental principles and standards of journalism, it would have investigated and reported all sides of the story concerning the San Juan River and the proposed Navajo settlement. If KNME had conducted a reasonably diligent investigation, it would have uncovered key information that was never mentioned during the program. For example,

42. **The proposed Gallup pipeline will not supply running water to the people shown on the program.** The pipeline is a main trunk pipeline to Gallup and Window Rock, but it does not include the distribution pipelines that would be needed to pipe water to houses in rural areas of the Navajo Reservation. This distribution system would be prohibitively expensive, because the Reservation is sparsely populated. It is not economically feasible to provide community water systems except in densely populated areas, and this is why most non-Indian households in sparsely populated areas of New Mexico do not have water piped in from a community water system.

43. **The proposed pipeline system will cost far more than \$800 million.** “The Water Haulers” reports that the main pipeline system will only cost about \$800 million. This is untrue: it will cost far more than \$1 billion to build the pipelines that were diagramed on the program.

44. **The proposed Navajo settlement would give the tribe approximately one third of all the stream water in New Mexico.** According to some published reports, the San Juan River contains 60% of all the surface water in New Mexico. As a water source for New Mexico, the San Juan is bigger than the Rio Grande, the Pecos and the Gila combined. The proposed settlement would give 56% of the San Juan’s water to the tribe (roughly 33.6% of New Mexico’s stream water) to settle the claims of roughly 40,000 tribal members who live on the reservation in New Mexico. This would create a crisis for the other 1.9 million people who live in New Mexico.

45. **The proposed project would be an environmental disaster for the Colorado River system.** The pipeline would pull more water out of a river system that is already overdrawn. It would further concentrate harmful toxins and pollutants in the San Juan River, and accelerate the pace of environmental degradation in the Four Corners region. The project would adversely affect endangered species in the San Juan River, such as the Colorado pikeminnow and the razorback sucker.

46. Unfortunately, KNME made no attempt to investigate or present the other sides to this story. The program skillfully presents misinformation which gains false credibility because it was presented as a news program. Then, as they planned to do all

along, the OSE and the Governor's Office and the Navajo Tribe cited "The Water Haulers" as objective proof for their legislation.

47. "The Water Haulers" is a journalistic fraud on the public, perpetrated by KNME in conjunction with the State of New Mexico and the Navajo Nation. KNME has passed it off as a bona fide news broadcast, when in substance "The Water Haulers" is a "paid infomercial" or "paid political advertisement." Its biased content was carefully designed to serve a partisan political purpose. When private commercial television stations broadcast paid infomercials or paid political advertisements, they are careful to make prominent disclosures at the beginning and throughout the program.

48. The defendants' failure to produce all of the requested public records has thwarted the plaintiffs' right and ability to obtain accurate, complete, and timely information about governmental activities.

49. Because of defendants' illegal conduct, the plaintiffs have been required to engage the services of an attorney to assist in obtaining the records described in this complaint, and incurred attorneys' fees and costs.

50. The plaintiffs have been deprived of their right to inspect public records and are threatened with continuing future deprivation of their rights to information concerning "The Water Haulers" and the proposed Navajo water settlement.

51. The plaintiffs have been damaged by defendants' illegal conduct and their continuing refusal to provide all public records, because this refusal prevents the plaintiffs from exposing the fraud which is still being perpetrated on them, the public, Congress and the state legislature. KNME continues to prominently display "The Water Haulers" as

though it were objective journalism, and the other defendants continue to cite it as impartial proof. “The Water Haulers” has become a self-replicating falsehood, as it spreads misinformation via television, newspapers, and the world wide web.

PRAYER FOR RELIEF

Wherefore, plaintiffs pray the Court:

A. To enter an order compelling each of the defendants to produce all records concerning “The Water Haulers,” including but not limited to, the unproduced records described above;

B. To oversee the production of records by defendants to ensure speedy and full compliance with the Inspection of Public Records Act;

C. To award damages as provided in the Inspection of Public Records Act;

D. To award attorneys’ fees and costs as provided in the Inspection of Public Records Act;

E. To enter preliminary and permanent injunctive and declaratory relief to protect plaintiffs’ rights to inspect public records concerning “The Water Haulers” and the proposed Navajo water rights settlement.

F. To grant such other and further relief as may be necessary.

Respectfully submitted,

VICTOR R. MARSHALL & ASSOCIATES, P.C.

By: _____

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(505) 332-9400 / Fax (505) 332-3793

June 12, 2007

Via Facsimile and U.S. Mail

Records Custodian

KNME-TV

1130 University Blvd. NE

Albuquerque, NM 87101

Re: Inspection of Public Records Request

Dear Records Custodian:

This firm would like to inspect and copy the following documents, which we are requesting pursuant to the Inspection of Public Records Act, § 14-1-1, et seq.:

1. All documents relating to the program "The Water Haulers," which was broadcast by KNME-TV. The exact date of the initial broadcast is not known to us, but it was broadcast on various dates in January, 2007.

2. All documents relating to the website "The Water Haulers." This website can currently be accessed at the following link: <http://www.knmetv.org/water/index.php>. This request includes all of the related pages or documents included in or linked with this website. We are willing to have this copied in electronic form, such as a DVD.

If your agency does not maintain these public records, please let me know who does, and include the proper custodian's name and address. We will pay a reasonable copying fee as provided by § 14-2-9. Please contact his office if such fee exceeds \$25.

Your cooperation and assistance is appreciated in this matter, and your response is anticipated within three days as required by § 14-2-8(D).

Thank you for your assistance.

Yours very truly,

VICTOR R. MARSHALL & ASSOCIATES, P.C.

By



Victor R. Marshall





STATE OF NEW MEXICO
OFFICE OF THE STATE ENGINEER
SANTA FE

John R. D'Antonio, Jr., P.E.
State Engineer

P.O. Box 25102
Santa Fe, NM 87504
(505) 827-6091

March 24, 2006

Michael Kamins
Executive Producer
KNME-TV
1130 University Blvd. NE
Albuquerque, NM 87102

Dear Mr. Kamins:

I am sending you this letter and the attached documentary proposal as a follow-up the February 16th meeting with our agency's Planning and Communication Director Karin Stangl and Melanie Majors of the Hirst Cordova firm. They met with you regarding the opportunity to work with KNME-TV to produce a 26-minute video documentary suitable for airing on "In Focus" about the need to implement the Navajo Nation Water Rights Settlement Agreement.

This is a story that needs to be told from the perspective of "human need" for more than 50,000 New Mexicans living on the Navajo Nation who do not have easy access to a source of clean, potable water. There are many areas of the Navajo Nation where the water sometimes has to be hauled many, many miles in barrels in the back of trucks. For young and old as well as for families now and for generations to come – this has become a way of life and an inconvenient necessity. Interviews could be obtained with families who live in remote areas of the Navajo Nation, who don't have the convenience of running water for cooking, taking showers, or filling up a glass of water from a tap for drinking, which most of us take for granted.

It is important to educate PBS viewers who could potentially make a plea for funding to federal Congressional representatives or state legislators after hearing this compelling story. This need for water is every bit as important as sending money to the Gulf states to help victims of hurricanes. This is a "human need" right here in New Mexico that has existed for hundreds of years.

This water settlement agreement is critical because it resolves Navajo water rights claims without displacing any of the existing uses in the San Juan Basin. A key component of the settlement is a pipeline, which would deliver potable water to both Indian and non-Indian communities including the City of Gallup.



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Attention must be focused on getting federal and state funding to implement the settlement by explaining the impact that the pipeline will have on making better the day-to-day lives of fellow New Mexicans. This project has the support of the Navajo Nation, which will work in cooperation with the state during the production of the video.

It is my understanding that the total cost to produce a video documentary on this subject would be about \$60,000. Between my office, the Interstate Stream Commission, the Navajo Nation, and the City of Gallup, I believe we can come up with about \$30,000 to get things started, once we receive word from you that you are interested in proceeding with the project.

If this program were to be finished by fall of 2006, it would greatly help with our efforts to lobby federal Congressional funding committee members in Washington, D.C. This program could benefit our efforts to secure state funding for this water settlement next year, as well.

If you need additional background information on this video project, you can contact me at (505) 827-6091, or Karin Stangl at (505) 827-6139, in Santa Fe.

Thank you for your interest in this project, which will have a tremendous impact on the everyday lives of New Mexicans living in remote areas of the Navajo Nation.

Sincerely,



John R. D'Antonio, Jr., PE
New Mexico State Engineer



Documentary Proposal

3/3/06

“Water for a Nation” 26.45 min. version for airing on “In Focus”

.....

Goals of program:

- To tell a story of “human need” for more than 50,000 New Mexicans living on the Navajo Nation who do not have access to clean, convenient running water
 - To make a plea for funding for the Navajo Nation water settlement agreement from both federal and state sources – This is every bit as important as sending money to the Gulf states for hurricane issues.
 - To bring to light the consequences of NOT implementing this settlement
 - Restate – why this is important / why it deserves attention
-

Outline:

I Open

- 1) (narrator/nat sound): Follow Navajo family #1 Father and daughter Begay leave their house and jump into an old truck / They ride down a long, remote bumpy dirt headed for the “watering station” many miles from their home; (narrator emphasizes: “this is a weekly journey for fresh water” / “in the winter, this trip is even more difficult when roads are icy” / Father and daughter arrive at the “watering station” and begin the process of filling the barrels on the truck /(narrator emphasizes: “they are not alone”)

- 2) Title comes up: “Water for a Nation”

II Background – “Human Need” Stories

- 1) (narrator/vo cover of watering station) “Early settlers in the southwest got their water in much the same way as 21st century Navajos do today. Pickups have replaced wagons. Fuel provides the horsepower. It’s still arduous work.”
- 2) Interview with Navajo Man #2 on truck: (He talks about coming to this place every day because he has no running water at his house)
- 3) Interview with Navajo Man #3 on truck: (He talks about how hard it is hauling water.)“It can be pretty icy here in the winter, yes. You have to be careful getting out of your truck.”
- 4) (narrator/vo: cover of the watering station): “One by one...week by week...they come to this place...which is one of many watering stations here. It is a necessity “

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- 5) (narrator/vo/nat sound cover of Father and Daughter filling barrels) "They wait in line...they take their turn...they fill their barrels of water that will last for a week. Next week...they will be back again."
- 6) (narrator/VO/natural sound): "Back at home, the water will be used by the Begay family for drinking (cover footage of child drinking water from pitcher) ...for washing dishes (cover footage of mother washing dishes in a pan)...for cooking supper (cover footage of grandmother washing clothes in a tub) – these are simple things most of us take for granted when we turn on the tap in the convenience of our homes." .In this remote area...water also must be hauled for watering livestock. (cover footage of son pouring out water for sheep or cows).. -- getting water from a barrel is inconvenient, but this is all they have known
- 7) (narrator/cover footage): There are more than 50,000 Navajo people living in northern New Mexico and Arizona who have survived for centuries in a land that is beautiful...but very challenging. In this remote country, the simplest of things most of us take for granted are often not obtained without a struggle. People are brave and they will endure..despite the hardship.
- 7) **Interview with woman or grandmother with Navajo family:**
"It is hard...but what else can you do?"
- 8) **Interview with child in family:** ("we have never known anything else" I'm sure I'll have to haul my water someday, too. That's just the way it is for us.")
- 9) (narrator/VO cover footage): "Other Navajo people suffer similar issues hauling water to their homes. Leo Natani lives a quarter miles from a main highway. He hauls in water from miles away from a well that is failing." (Natani hooks hose onto barrel of water)
- 10) **Leo Natani's Interview** – "When the weather is bad the road is not accessible. We haven't had running water here since we moved in."
- 11) (narrator/VO cover footage): "Leo Sherman carries his water from nearby Sheep Springs. He endures hardship because of an ancestral connection that is as enduring as the landscape." (Sherman brings bottles of water into his house)
- 12) **Leo Sherman's Interview** – "As you look around the land is lovely. You enjoy looking at it and kind of forget your hardship. You have a feeling inside you that this is where you belong."

III The Settlement/The Need to Implement it

- 1) (narrator/VO cover footage): The Navajo Nation is remote (aerial footage?) long distances from place to place – There is water nearby...but no way to bring it to their homes. This is the route of the proposed pipeline which will stretch from Windowrock to Gallup.

- 2) (narrator/VO animated map showing pipeline route) "The Navajo Water Supply Project is a long-term project. It will stretch from Windowrock on the north end...will pass through the cities of X and X...on it's way to Gallup. There is also the Cutter Extension...which will go from X to Jicarilla Apache land. If funding were received today....this pipeline is still a good 20 years away from being completed. San Juan River water could be diverted some 90 miles south. Obtaining the necessary federal and state funding to implement the settlement is a problem.
- 3) **interview with Navajo Water Commissioner about route of pipeline.**
- 4) (narrator/VO cover footage of agreement signing stills) "The water supply project is the result of a decades-old dispute between New Mexico...the Navajo Nation...and the Federal Government. It settles the Nation's claims to water in the San Juan Basin and provides for federal funding to build the water supply project. The project has far reaching consequences."

interview with Sen. Jeff Bingaman: "Needs of the Navajo People as well as communities like Gallup hang in the balance...and depend heavily upon us completing this infrastructure."

IV Benefits of this Settlement

- 1) (narrator/VO cover footage of Farmington) "The project bring certainty..."
- 2) Interview with Interstate Stream Commission Chairman Jim Dunlap: "Affects people off the reservation as well as 80 thousnad people in Farmington, Aztec, and Bloomfield."
- 3) Navajo Commissioner Glojean Todachene: "Good for economic development. Good for our children's future" (VO/cover footage of children)
- 4) Navajo Nation President: "Good for the Navajo People. We relinquish our claims to water. Our people have a brighter future...less hardship."
- 5) Gallup Mayor: Gallup needs drinking water. This will help Gallup get drinking water."
(VO/cover footage of Gallup)
- 6) Estevan Lopez, ISC Director: "Settlement will provide jobs and gross receipts taxes while pipeline is being built."
- 7) State Senator Patricia Lundstrom: "People have been waiting for this a long time and it is something they desperately need."

V Consequences of Not Funding Settlement

- 1) Navajo Water Rights Commission Ray Gilmore: "Navajos will continue to haul water and litigation will go on for a long time costing lots of money."
- 2) State Engineer John D'Antonio: "Litigation will go on and on...no economic certainty in surrounding communities"

- 3) Albuquerque Mayor Martin Chavez: "Albuquerque San Juan Chama Project will be in jeopardy."
(VO/cover footage of Albuquerque and San Juan Chama diversion point)
- 4) Estevan Lopez, ISC Director: "It will also affect other San Juan Chama water contractors including Santa Fe...Española...and Albuquerque."

VI Summarize Key Points – Why is this important?

- 1) (narrator/VO cover): "Funding is needed to make the water supply project a reality. It has a huge impact on New Mexico...and even on surrounding states."
- 2) Estevan Lopez cut to VO/cover of family at watering station: "This settlement is about resolving years of uncertainty in the region. It has a huge impact. It addresses the hardship of people...who for generations have gone without water for simple things most of us take for granted."
- 3) Interview with Joe Garcia: "Indian people are proud. They deserve the same convenience as other Americans. This is important. We need for this agreement not to be just another broken promise."
- 4) Governor Bill Richardson: "We can move forward with economic development...agriculture, clean water and a recognition that the state and Native Americans are working together."
- 5) Interview with Glojean Todacheene: "This is our future. This is our children's future. We need to assure them that filling barrels is not to be their future. We are proud people. We need this water. We need to have the same. You take for granted...how easy it is to turn on the tap and there is running water there. My grandmother lived for years until she was 70 years old without running water. It was a hard, hard life. This settlement represents hope for a better future. (VO/cover of grandmother hauling water to house. Washing dishes in a tub. Pouring bottled water in a pan and boiling it)
- 6) State Engineer John D'Antonio: "Recent Gulf Coast hurricane victims have experienced hardship for weeks...or months. The Navajo people have endured similar hardships for centuries. The focus of this settlement should be on people...and on making people's lives better. That is what it's really all about."

VII End (Navajo music/credits)

- 1) (narrator/VO – children playing....("Funding for this settlement represents a better future for Navajo children. They deserve a better future with clean, running water.....")

April 28, 2006

Michael Kamins
Executive Producer
KNME-TV
1130 University Blvd. NE
Albuquerque, New Mexico 87102

SUBJECT: KNME-TV production of a 26-minute video documentary suitable for airing on "In Focus" about the Navajo Nation Water Rights Settlement Agreement

Dear Mr. Kamins:

This letter is in response to a letter dated March 24, 2006 from John R. D'Antonio, Jr., New Mexico State Engineer. In that letter Mr. D'Antonio provided a proposal to produce a 26-minute video suitable for airing on "In Focus" about the Navajo Nation Water Rights Settlement Agreement. On April 12th the Navajo Nation Water Rights Commission discussed this proposal. The Commission agrees that the water settlement is critical to all of the residents of the State of New Mexico, and that this video documentary could play an important role in explaining the settlement to federal, state, and local leaders, in addition to your PBS viewers.

The Commission agreed to provide \$15,000 toward this important video documentary. However, the Commissioners expressed their unanimous concern that before they can follow through on this commitment, they need assurance that the video will be completed within the mutually agreed upon time frame. The Commission also expressed its concern that its perspective, and the perspective of the Navajo people, be fully incorporated into this production. If we receive word from you that you are interested in proceeding with this project, we are very willing to discuss with you possible means to address these concerns.

If you have any questions regarding this matter, please contact our Administrative Service Officer, Flora Henderson at (928) 729-4004.

Sincerely,

THE NAVAJO NATION

Judge Ray Gilmore, Chairman
Navajo Nation Water Rights Commission



000007



The Honorable Judge Ray Gilmore, Chairman
Navajo Nation Water Rights Commission
P.O. Box 678
Fort Defiance, Navajo Nation (AZ) 86515

August 2, 2006

Judge Gilmore,

Thank you for your letter supporting a KNME-produced documentary on the Navajo Nation Water Rights Settlement Agreement. We appreciate your concerns regarding the time frame and the need for respect of the perspective of the Navajo people. I'd like to address those concerns here.

In conjunction with the NM Office of the State Engineer/New Mexico Interstate Stream Commission and the Navajo Nation, KNME intends to produce one 26 minute and 46 second documentary videotaped on location about aspects of the Navajo Nation Water Rights Settlement Agreement. To respect the perspective of the Navajo people, the documentary will share personal stories of need on the Navajo reservation by profiling Navajo communities and people. It is important to KNME that we accurately represent the Navajo way of life and culture. To that end KNME will seek counsel from a representative of the Navajo Nation on aspect of cultural accuracy. This could take the form, for example, of using a Navajo speaker as narrator along with Navajo music.

Ultimately, we are setting out to tell the story of how the Navajo Water Rights Agreement should help build a livelihood and improve quality of life for the Navajo people. The documentary will cover the broader impact of the NWRA on economic development, health care and quality of life issues. But while this production will create a meaningful portrait of the Navajo People and tell the important story of the NWRA, this documentary is produced to engage a broad viewing audience and is not a lobbying piece.



000010

KNME has set the broadcast date for the piece at January 5 or 12. Our production timelines require that we have the documentary finished by November 1. To that end KNME is proposing the following, aggressive timeline.

- **July – September 2006: Pre-Production** – during this phase the initial script and storyboard will be developed (by September 11). Tangential to this, a proposed schedule for the date/time/location of shots, number of shots and types of shots will be completed based on the aforementioned script. This phase will include consultations with the Navajo Nation Water Rights Commission and the Office of State Engineering/Interstate Streams Commission.
 - Total cost for this phase: \$4,052.
- **September 2006: Production** – during this phase KNME's producer and crew will be recording at field locations (beginning no earlier than September 15) as well as with key interviewees (both in the field and the studio).
 - Total cost for this phase: \$14,962.
- **October – November 2006: Post-Production** – during this phase KNME will generate a rough cut of the program that will be available, as proof of performance and for feedback, by October 16. A fine cut of the program will be available, again as proof of performance and for feedback, by November 8 and promotional efforts for the program will begin at this point. The final edit of the program will be completed by November 20.
 - Total cost for this phase: \$11,941.
- **January 2007 and beyond: Presentation and Distribution** – during this phase KNME broadcast the documentary on January 5 or 12 via analog channel 5 and digital channel 35.2. KNME will also make available a segmented version of the program via internet streaming.
 - Total cost for this phase: \$0 (these costs are a part of KNME's regular operating budget and will not accrue to this project).

If you have any questions, please feel free to contact me. KNME is very much looking forward to our collaboration with the Navajo people on this documentary.

Sincerely,

Chad Davis
Director of Content

000011

Stangl, Karin, OSE

From: tbravo@knme.org
Sent: Friday, September 15, 2006 5:24 PM
To: Stangl, Karin, OSE
Subject: RE: KNME Call to Review Script

Karin-

Let's try for Thursday at 10. I will email Flora, so stay tuned. And good news-- after many phone calls and gnashing of teeth we were able to secure the KOAT footage of the signing for broadcast...

Best-
Tish

Tish,

> That is great news about the script draft being ready.
> However Tuesday, I will be out of pocket most of the day due to a news
> conference at the Governor's Office in Santa Fe.
> Wednesday, I have an Interstate Stream Commission all day.
> How about Thursday or Friday morning at 10:00? (either day works well
> for me.) Karin
>
>
> Karin Stangl, APR
> Planning and Communication Director
> Office of the State Engineer/Interstate Stream Commission
> (505) 827-6139
> karin.stangl@state.nm.us
>
> -----Original Message-----
> From: tbravo@knme.org [mailto:tbravo@knme.org]
> Sent: Friday, September 15, 2006 3:37 PM
> To: florajhenderson@navajo.org; Stangl, Karin, OSE
> Subject: KNME Call to Review Script
>
> Hi Flora and Karin-
>
> On Monday 9/18 I will be emailing the first draft of the script for
> the KNME documentary on the Navajo Water Rights Settlement per our
> agreement.
>
> I would like to set up a conference call between Karin, Lena, and
> myself on Tues. 9/19 to discuss how the review process should work,
> and what questions need to be answered concerning the script before we
> start shooting.
>
> Does Tuesday at 10am work? If not, please offer up some alternate times.
> I am free most of the morning.
>
> Thanks-
> Tish
>
> 505.277.7132
>
>
>
> Confidentiality Notice: This e-mail, including all attachments is for
> the sole use of the intended recipient(s) and may contain confidential
> and privileged information. Any unauthorized review, use, disclosure



John R. D'Antonio, Jr., P.E.
State Engineer

P.O. Box 25102
Santa Fe, NM 87504
(505) 827-6091

October 2, 2006

Trudy and Ed Healy
Healy Foundation
P.O. Box 767
Taos, NM 87571

Dear Trudy and Ed,

I would like to thank you for agreeing to contribute \$15,000 to produce the video program to help us with getting funding to implement the Navajo Nation water settlement agreement titled, "Water for a Nation."

We have already shown this 8-minute program to the Interstate Stream Commission, the Navajo Nation Water Rights Commission, the Governor's Blue Ribbon Task Force on Water, as well as the Legislative Interim Committee on Indian Affairs. So far, we have received very positive comments on the program.

In the months to come, we plan to show this program to New Mexico State Legislators, U.S. Congressional representatives, and groups who may be able to lend support to the funding and implementation of this settlement. Also, we are in discussions with KNME-TV regarding the production of a longer version of this program suitable for airing on PBS in January.

Please accept these DVD and VHS copies of the program with my appreciation for your help on this project. Also, please accept my apologies that you did not receive these copies sooner. We sent you a thank you letter and copies of the program in August, but they must have gotten lost in the mail.

Sincerely,

John R. D'Antonio, Jr., PE
New Mexico State Engineer



000022

Hume, William, GOV

From: Ridgley, Greg C., OSE
Sent: Thursday, January 11, 2007 2:40 PM
To: Hume, William, GOV; emorra@podesta.com
Cc: Trujillo, Tanya, OSE
Subject: FW: Mark Your New Year Calendars--for "The Water Haulers" on KNME-TV

Bill and Elizabeth-

Below are the dates that KNME in Albuquerque will be broadcasting the documentary on the human needs behind the Navajo water rights settlement. Please pass this on to Tony as well, if you can.

Elizabeth, it was a pleasure to meet with you and Tony yesterday. If I can be of help in the future, please don't hesitate to call.

Greg

Gregory C. Ridgley
Deputy Chief Counsel
New Mexico Office of the State Engineer
P.O. Box 25102
Santa Fe, NM 87504-5102
(505) 827-6150
greg.ridgley@state.nm.us

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From: Stangl, Karin, OSE
Sent: Friday, December 22, 2006 1:14 PM
To: OSE-All Employees Dist list
Subject: Mark Your New Year Calendars--for "The Water Haulers" on KNME-TV!

This is a reminder notice to **mark on your new year calendar** the upcoming showing of a documentary program...jointly funded by the Navajo Nation, the Healy Foundation, and the Office of the State Engineer/Interstate Stream Commission...which will air on KNME-TV in January!

This program is titled, "**The Water Haulers.**" It explores in terms of "human need" what implementation the Navajo Nation Water Rights Settlement Agreement will mean to the Navajo Nation. The program features interviews with State Engineer John D'Antonio and Navajo Nation President Joe Shirley, among others.

First Showing:

When: Friday, January 12, 2007
Time: at 7:30 p.m.
Where: on KNME-TV (Channel 5-PBS)

Repeats:
Saturday, January 13 at 9:30 p.m.



JUN 19 2007

Sunday, January 14 at 7:00 a.m. and again at 1:30 p.m.

Thursday, January 18 at 7:30 p.m.

Wednesday, January 24 at 1:30 p.m.

Once this program airs on KNME-TV statewide, there's a good chance it will be picked up by other PBS affiliates in other markets and will air in other states. This will help get the message out to a broad audience about the need for federal funding to implement the Navajo Nation water rights settlement.

Don't miss it!

Have a happy holiday everyone...and have a great 2007!

Karin Stangl, APR
Planning and Communication Director
Office of the State Engineer/Interstate Stream Commission
(505) 827-6139
karin.stangl@state.nm.us

NEW MEXICO INTERSTATE STREAM COMMISSION

COMMISSION MEMBERS

JIM DUNLAP, Chairman, Farmington
 J. PHELPS WHITE, III, Vice-Chairman, Roswell
 JOHN R. D'ANTONI O, JR., P.E., Secretary, Santa Fe
 BUFORD HARRIS, Mesilla
 BLANE SANCHEZ, Isleta
 JULIA DAVIS STAFFORD, Cimarron
 PATRICIO GARCIA, Rio Chama
 MARK S. SANCHEZ, Albuquerque
 JAMES WILCOX, Carlsbad



BATAAN MEMORIAL BUILDING, ROOM 101
 POST OFFICE BOX 25102
 SANTA FE, NEW MEXICO 87504-5102

(505) 827-6160
 FAX: (505) 827-6188

February 28, 2007

Ms. Anna Morrato
 Senior Contact and Grant Administrator
 Office of Sponsored Projects
 MSCO1 1247
 1 University of New Mexico
 Albuquerque, New Mexico 87131-0001

RE: Governmental Agreement

Dear Ms. Morrato:

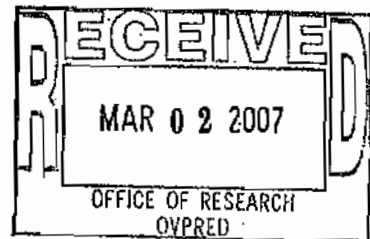
Please find attached a fully executed original of the referenced contract.

If you have concerns or questions relating to this contract, please contact Karin Stangl
 (827-3996).

Sincerely

Kim Abeyta-Martinez
 Kim Abeyta-Martinez 827-4038
 Administrative Manager
 Interstate Stream Commission

Copy to:
 Karin Stangl
 Contract File



STATE OF NEW MEXICO
OFFICE OF STATE ENGINEER – INTERSTATE STREAM COMMISSION
GOVERNMENTAL PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Office of the State Engineer/Interstate Stream Commission, hereinafter referred to as the "ISC," and the Regents of the University of New Mexico hereinafter referred to as the "Contractor" and is effective as of the date that funds are encumbered by the New Mexico Department of Finance and Administration. Both parties are agencies or political subdivisions of the State of New Mexico.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

(a) *Generally.* Services to be provided pursuant to this Agreement ("Scope of Work"), is to produce one (1) 26-minute and 46-second documentary on the Navajo Pipeline Project and shall include:

1. **Pre-Production Phase – August/September 2006:** During this phase the initial script and storyboard will be developed (by September 23). Tangential to this, a proposed schedule for the date/time/location of shots, number of shots and types of shots will be contemplated based upon the aforementioned script. This phase shall include consultations with the Navajo Nation Water Rights Commission and the Agency. The documentary shall be designed to target a general audience. The Agency and representatives of the Navajo Nation Water Commission shall have review input into the script and the production efforts. Final editorial control rests with the Contractor.
2. **Production Phase – September 2006:** During this phase the Contractor's producer and crew will be recording at field locations (beginning no earlier than September 15) as well as with key interviewees, which will be conducted both in the field and in the studio.
3. **Post-Production Phase – October/November 2006:** During this phase, the Contractor shall generate a rough cut of the program that will be available, as proof of performance and for feedback, by November 10.
4. **Presentation and Distribution Phase – January 2007:** During this phase the Contractor shall broadcast the documentary on January 12 via analog Channel 5 and digital Channel 35.2. The Contractor shall also make the program available in some part via internet streaming.
5. **Credits:** The final credits shall reflect that funding for the documentary has been provided by the following: the Healy Foundation, the Agency, the New Mexico Interstate Stream Commission, and the Navajo Nation Water Rights Commission. In addition if any of the wild footage or interviews are used from Desert Gem, Incorporated (Clay Wright) that were taped for the "Water for a Nation" video, credit shall be included for the use of this footage.
6. **Deliverables:** The primary deliverable is the broadcast of a finished documentary that meets national public broadcasting technical standards and that also adheres to KNME's editorial and journalistic standards. After the final finished

deliverables and status reports within scheduled time frames (iii) assigned tasks, deliverables, and status reports prepared and completed in an efficient and cost effective manner, and (iv) assigned tasks, deliverables, and status reports completed in a manner and format reflecting a high quality of work and acceptable to the Contract Manager in all respects. "Acceptable" is defined in the Scope of Work, 1(a)6, of this contract as a finished documentary that meets national public broadcasting technical standards and that also adheres to KNME's editorial and journalistic standards.

2. Compensation.

A. The ISC shall pay the Contractor, in accordance with paragraph 2.C. below, an amount not to exceed Fifteen Thousand Dollars (\$15,000) for the services cited under Paragraph 1 (Scope of Work) and Appendix A - Compensation Schedule attached hereto and made part hereof.

B. The Contractor, as a political subdivision of the State, is exempted by NMSA 1978 Section 7-9-29 from payment of New Mexico gross receipts tax on the amounts payable under this Agreement.

C. ISC shall pay the Contractor upon receipt of an invoice in accordance with the schedule set forth in Appendix A for services performed and expenses incurred hereunder to the Contract Manager at the address provided below under Paragraph 20 (Notices).

D. Within fifteen days after the date the ISC receives written notice from the Contractor that payment is requested for services or items of tangible personal property delivered on site and received, the ISC shall issue a written certification of complete or partial acceptance or rejection of the services or items of tangible personal property. If the ISC finds that the services or items of tangible personal property are not acceptable, it shall, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, provide to the Contractor a letter of exception explaining the defect or objection to the services or delivered tangible personal property along with details of how the Contractor may proceed to provide remedial action. Upon certification by the ISC that the services or tangible personal property have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of certification. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5% per month.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL EXECUTED BY THE ISC AND FUNDS HAVE BEEN ENCUMBERED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION. This Agreement shall terminate June 30, 2007, unless terminated pursuant to Paragraph 4 (Termination) or Paragraph 5 (Appropriations).

4. Termination.

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty- (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE STATE IN SUCH CIRCUMSTANCES AS CONTRACTOR'S DEFAULT/BREACH OF CONTRACT

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate upon written notice being given by the ISC to the Contractor. The ISC's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the ISC and are not employees of the ISC. The Contractor and its agents and employees shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the ISC.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or become due under this Agreement without the prior written approval of the ISC, subject to the Subcontracting provisos of paragraph 8, below.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

9. Records and Audit.

The Contractor shall maintain, for the greater of three years (3) or the term of the contract, records that indicate the nature of services rendered. These records shall be subject to inspection by the ISC and the State Auditor during normal working business hours. The ISC shall have a right to audit billings both before and after the term of this contract; payment under this Agreement shall not foreclose the right of the ISC to recover excessive and/or illegal payments.

10. Release.

The Contractor's acceptance of final payment of the amount due under this Agreement

shall operate as a release of the ISC, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind ISC unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall remain the property of the Contractor. ISC is hereby granted a non-exclusive world wide royalty free license to use deliverables in a manner consistent with ISC's mission and purpose.

12. Conflict of Interest.

The Contractor represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-17 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

14. Merger.

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties.

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found to not be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Workers Compensation.

If applicable, the Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

18. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

19. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

Agency: Karin Stangl, Director
Planning and Communications Bureau
New Mexico Office of the State Engineer
PO Box 25102
Santa Fe, N.M. 87504
Telephone: (505) 827-6139

Contractor: Ms. Anna Morrato
Senior Contract and Grant Administrator
Office of Sponsored Projects
MSCO1 1247
1 University of New Mexico
Albuquerque, New Mexico 87131-0001
Telephone: (505) 277-9512

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date funds are encumbered by the Department of Finance and Administration Financial Control Division.

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

By: William W. Britton

Date: 2/2/07

WILLIAM W. BRITTON, ASSOC.
VICE PRESIDENT FOR FINANCIAL SERVICES

NEW MEXICO INTERSTATE STREAM COMMISSION

By: Estevan Lopez
Estevan Lopez, Director

Date: 2/27/07

Approved as to Agency budget sufficiency:

By: Herman Garcia
Herman Garcia Director, Program Support

Date: 23 Feb 07

Approved as to Legal form and sufficiency:

By: Tanya Trujillo
Tanya Trujillo, General Counsel

Date: 2/20/07

**APPENDIX A
COMPENSATION SCHEDULE**

<u>PHASE</u>	<u>COMPENSATION</u>
1. Pre-Production Phase – August/September 2006	\$2,026.00
2. Production Phase – September 2006	\$7,228.50
3. Post-Production Phase – October/November 2006	\$5,745.50
4. Presentation and Distribution Phase – January 2007 (these costs are part of Contractor's operating budget and will not accrue to this project)	\$00.00
TOTAL	\$15,000.00