

MEMORANDUM OF UNDERSTANDING
TO SUPPORT THE BARTLETT DAM MODIFICATION FEASIBILITY STUDY
AMONG VARIOUS PARTICIPATING ENTITIES,
SALT RIVER VALLEY WATER USERS' ASSOCIATION,
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

August __, 2021

1. PARTIES:

This nonbinding memorandum of understanding (“MOU”) to support the Bartlett Dam Modification Feasibility Study is entered into by those entities listed in the Contact List of Exhibit A (“Participating Entities”), the Salt River Valley Water Users' Association (“Association”), and the Salt River Project Agricultural Improvement and Power District (“District”). The Association and District are referred to collectively as “SRP.” SRP and the Participating Entities are referred to collectively as “Parties.”

2. BACKGROUND AND PURPOSE:

- a. The United States Department of the Interior’s Bureau of Reclamation (“Reclamation”), in partnership with SRP, conducted an appraisal level investigation called the Verde Reservoirs Sediment Mitigation Study to evaluate options to restore capacity lost in SRP’s Verde River reservoirs due to sediment accumulation, which impacts critical water supplies for central Arizona.
- b. Reclamation issued a draft report entitled “Verde Reservoirs Sediment Mitigation Study Appraisal Report” in May 2021 (“Draft Appraisal Report”) recommending that Reclamation:
 - i. Seek/confirm authority to initiate a feasibility study to determine the technical, environmental, economic, and financial feasibility of implementing one of two Bartlett Dam modification alternatives to enable central Arizona to adapt water management to changing climate conditions (“Bartlett Dam Modification Feasibility Study”);

- ii. Address topics identified in the Verde Reservoirs Sediment Mitigation Study during the feasibility study process; and
 - iii. Develop cost-share agreements necessary to support the successful completion of the Bartlett Dam Modification Feasibility Study.
- c. Reclamation is expected to release a final appraisal report by the end of calendar year 2021. The Parties support Reclamation's recommendations as identified in Subparagraph 2(b) and the initiation of the Bartlett Dam Modification Feasibility Study to further evaluate alternatives for modification of Bartlett Dam to improve management of water supplies of the Verde River, reduce the reliance on groundwater, and help position central Arizona to manage extended droughts and shortages created by climate change impacts on the Colorado, Salt, and Verde River watersheds.
- d. The purpose of this MOU is to describe the cooperative efforts and roles and responsibilities of the Parties related to supporting Reclamation in completing the Bartlett Dam Modification Feasibility Study as recommended in the Draft Appraisal Report. As described below, included in those cooperative efforts is the formation and participation in a steering committee as described in Paragraph 5(d) ("Steering Committee"), and development of the following agreements: (1) a cost-share agreement among the Participating Entities and SRP as described in Paragraph 5(a) ("Nonfederal Participating Entities Cost-Share Agreement"), and (2) the development of a cost-share agreement among SRP and Reclamation as described in Paragraph 4(b)(i) ("SRP-Reclamation Cost-Share Agreement").

3. TERM AND TERMINATION:

- a. This MOU will become effective upon execution by the Parties and, unless terminated under Subparagraph 3(b), will remain in effect until Reclamation issues a final report for the Bartlett Dam Modification Feasibility Study.
- b. This MOU will terminate in the event that Reclamation issues a final Verde Reservoirs Sediment Mitigation Study Appraisal Report that does not include a recommendation to study the feasibility of Bartlett Dam modification alternatives.
- c. This MOU and the provisions of this MOU may only be modified upon mutual written consent of the Parties.

4. RESPONSIBILITIES:

a. Mutual Responsibilities:

- i. The Parties will work cooperatively to develop the Nonfederal Participating Entities Cost-Share Agreement.
- ii. The Parties will work cooperatively to form and participate in the Steering Committee that is identified in Subparagraph 5(d) and will be further described by the Nonfederal Participating Entities Cost-Share Agreement.
- iii. The Parties will support and assist Reclamation to conduct the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study as identified in the recommendations noted in Subparagraph 2(b). This support and assistance is expected to include funding of the Bartlett Dam Modification Feasibility Study by some or all of the Participating Entities, as will be specified by the Nonfederal Participating Entities Cost-Share Agreement. The Parties will provide data and information relevant to analyses that may include but are not limited to assessments of hydrology and climate change, demand for use of water supplies, environmental and cultural resources, economics, engineering, dam safety and flood control, and recreation.

b. SRP Responsibilities:

- i. SRP will work with Reclamation to develop the SRP-Reclamation Cost-Share Agreement as a mechanism for SRP to pay the nonfederal cost-share required for completing the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study, including the funds collected under the Nonfederal Participating Entities Cost-Share Agreement, for completing the Bartlett Dam Modification Feasibility Study.
- ii. SRP will consult with the Participating Entities on substantive decisions related to Reclamation developing a plan of study for the Bartlett Dam Modification Feasibility Study while it finalizes the Draft Appraisal Report.

SRP will be the single point of contact with Reclamation on behalf of the Parties and will lead communications with Reclamation related to the Bartlett Dam Modification Feasibility Study until the Nonfederal Participating Entities Cost-Share Agreement is executed.

iii. SRP will serve as chair of the Steering Committee.

c. Participating Entities Responsibilities:

- i. Participating Entities will provide relevant data, information, opinions, and analyses related to the Bartlett Dam Modification Feasibility Study as reasonably requested by SRP or Reclamation in the event that Reclamation has/obtains authority to conduct the Bartlett Dam Modification Feasibility Study.
- ii. Participating Entities will serve on the Steering Committee as appropriate to engage in collaboration and coordination with SRP to support Reclamation's completion of the Bartlett Dam Modification Feasibility Study as will be further defined in the Nonfederal Participating Entities Cost-Share Agreement.
- iii. Participating Entities will coordinate and collaborate with SRP in efforts to communicate information related to the Bartlett Dam Modification Feasibility Study with elected officials and other relevant stakeholders on the project.

5. DEVELOPMENT OF THE NONFEDERAL PARTICIPATING ENTITIES COST-SHARE AGREEMENT:

- a. The Parties will collaborate to develop the Nonfederal Participating Entities Cost-Share Agreement with a goal of execution in Fall 2021. The Nonfederal Participating Entities Cost-Share Agreement will describe how nonfederal costs will be allocated among SRP and any Participating Entities agreeing to share those costs to provide nonfederal funding to Reclamation and any appropriate contractors to conduct the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study.

- b. As part of the process to develop the Nonfederal Participating Entities Cost-Share Agreement, SRP and any Participating Entities agreeing to share the nonfederal costs will collaborate to determine the relative shares of the non-federal cost contribution in support of the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study as recommended in the Draft Appraisal Report. The Parties understand that any cost-share contribution under the Nonfederal Participating Entities Cost-Share Agreement does not guarantee capacity in a future Modified Bartlett Dam in the event such a facility is constructed.
- c. The Nonfederal Participating Entities Cost-Share Agreement will be among SRP and any Participating Entities agreeing to share the nonfederal costs and will require those Participating Entities to submit funds to SRP for SRP to remit such funds to any necessary contractors or to Reclamation through the separate Reclamation-SRP Cost-Share Agreement.
- d. As part of the Nonfederal Participating Entities Cost-Share Agreement, the Parties will establish the Steering Committee chaired by SRP to provide timely and effective feedback and guidance to support Reclamation and any necessary contractors in achieving the milestones necessary to complete the Bartlett Dam Modification Feasibility Study in the event that Reclamation has/obtains authority to conduct this study and to facilitate coordination in communications with elected officials and other relevant stakeholders.

6. AUTHORIZED REPRESENTATIVES

Within thirty (30) days after execution of this MOU, SRP and each Participating Entity shall designate in writing to the other Parties an Authorized Representative and an Alternate to administer this MOU on behalf of the designating party. Written notice of a change of an Authorized Representative or Alternate shall be provided within thirty (30) days of such change. The Alternate shall act only in the absence of the Authorized Representative. Neither the Authorized Representatives nor the Alternates shall have authority to amend, modify, or supplement this MOU. Agreements of the Authorized Representatives pursuant to this MOU shall be in writing and signed by them.

7. ADDITION AND WITHDRAWAL OF PARTICIPATING ENTITIES:

- a. Any Participating Entity may voluntarily withdraw from this MOU by providing thirty (30) days written notice to the other Parties as provided in Paragraph 8.
- b. Additional Participating Entities may be added to this MOU by the Steering Committee. Such additional Participating Entities may or may not (1) be parties to the Nonfederal Participating Entities Cost-Share Agreement, or (2) participate in the Steering Committee.

8. ADDRESSES FOR COMMUNICATIONS:

- a. All notices and communications under this MOU shall be addressed to the contacts set forth in Exhibit A. In the event Participating Entities are added to this MOU by the Steering Committee as described in Subparagraph 7(b), the Authorized Representatives shall update Exhibit A accordingly and distribute the updated Exhibit A to all of the Parties.
- b. The Parties may change the addressee or address to which communications or copies are to be sent by giving notice of such change of addressee.

[signatures on the following pages]

9. SIGNATURES:

IN WITNESS WHEREOF, this MOU was executed by the Parties on the date first hereinabove written.

**SALT RIVER VALLEY WATER USERS'
ASSOCIATION**

By: _____

Name: David C. Roberts

Title: Associate General Manager
Water Resources

APPROVED AS TO FORM

By: _____

Name: Patrick B. Sigl

Title: Supervising Attorney, Environment, Land
& Water Rights

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

By: _____

Name: David C. Roberts

Title: Associate General Manager
Water Resources

APPROVED AS TO FORM

By: _____

Name: Patrick B. Sigl

Title: Supervising Attorney, Environment, Land
& Water Rights

ARIZONA WATER COMPANY

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

**BUCKEYE WATER CONSERVATION AND
DRAINAGE DISTRICT**

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

**CENTRAL ARIZONA GROUNDWATER
REPLENISHMENT DISTRICT**

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

CITY OF APACHE JUNCTION

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

CITY OF AVONDALE

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

CITY OF BUCKEYE

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

CITY OF CHANDLER

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

TOWN OF GILBERT

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

CITY OF EL MIRAGE

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

CITY OF GLENDALE

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

CITY OF GOODYEAR

By: _____

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APPROVED AS TO FORM

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Title:

CITY OF MESA

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APPROVED AS TO FORM

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CITY OF PEORIA

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APPROVED AS TO FORM

By: _____

Name:

Title:

CITY OF PHOENIX

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

CITY OF SCOTTSDALE

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

CITY OF SURPRISE

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

CITY OF TEMPE

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

EPCOR USA, INC.

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

FORT MCDOWELL YAVAPAI NATION

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

ROOSEVELT WATER CONSERVATION DISTRICT

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

TOWN OF QUEEN CREEK

By: _____

Name:

Title:

APPROVED AS TO FORM

By: _____

Name:

Title:

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Exhibit A

Contact List

Arizona Water Company	Buckeye Water Conservation and Drainage District
Central Arizona Groundwater Replenishment District	City of Apache Junction
City of Avondale	Town of Gilbert
City of Buckeye	City of Chandler
City of El Mirage	City of Glendale
City of Goodyear	City of Mesa
City of Peoria	City of Phoenix
City of Scottsdale	City of Surprise
City of Tempe	EPCOR USA, Inc.
Fort McDowell Yavapai Nation	Roosevelt Water Conservation District
Town of Queen Creek	

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Mailing Addresses

If to SRP:

Salt River Project
c/o Corporate Secretary
P.O. Box 52025
Phoenix, AZ 85072-2205

with a copy to:

Ronald J. Klawitter
Water System Projects Principal
Salt River Project
P.O. Box 52025
Phoenix, AZ 85072-2205

If to Arizona Water Company:

Arizona Water Company
c/o _____

with a copy to:

If to Buckeye Water Conservation and Drainage District:

Buckeye Water Conservation and Drainage District
c/o _____

with a copy to:

If to Central Arizona Groundwater Replenishment District:

Central Arizona Groundwater Replenishment District
c/o _____

with a copy to:

If to City of Apache Junction:

City of Apache Junction

c/o _____

with a copy to:

If to City of Avondale:

City of Avondale
c/o _____

with a copy to:

If to City of Buckeye:

City of Buckeye
c/o _____

with a copy to:

—

If to City of Chandler:

City of Chandler
c/o _____

with a copy to:

If to Town of Gilbert:

Town of Gilbert
c/o _____

with a copy to:

If to City of El Mirage:

City of El Mirage
c/o _____

with a copy to:

If to City of Glendale:

City of Glendale
c/o _____

with a copy to:

If to City of Goodyear:

City of Goodyear
c/o _____

with a copy to:

If to City of Mesa:

City of Mesa
c/o _____

with a copy to:

If to City of Peoria:

City of Peoria
c/o _____

with a copy to:

If to City of Phoenix:

City of Phoenix
c/o _____

with a copy to:

If to City of Scottsdale:

City of Scottsdale
c/o _____

with a copy to:

If to City of Surprise:

City of Surprise

c/o _____

with a copy to:

If to City of Tempe:

City of Tempe
c/o _____

with a copy to:

If to EPCOR USA, Inc.:

EPCOR USA, Inc

c/o _____

with a copy to:

If to FORT MCDOWELL YAVAPAI NATION:

FORT MCDOWELL YAVAPAI NATION

c/o _____

with a copy to:

If to ROOSEVELT WATER CONSERVATION DISTRICT:

ROOSEVELT WATER CONSERVATION DISTRICT

c/o _____

with a copy to:

If to TOWN OF QUEEN CREEK:

TOWN OF QUEEN CREEK

c/o _____

with a copy to:
