

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF GOODYEAR WATER CONSERVATION
AND
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

This Memorandum of Understanding ("Memorandum") is made and entered into as of the 20th day of December, 2022, by and between the CITY OF GOODYEAR, an Arizona municipal corporation ("Goodyear" or "City") and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, a political subdivision of the State of Arizona ("SRP") (collectively the "Parties").

RECITALS:

1. The Parties are fully authorized under relevant governing law and procedure to enter into this Memorandum, to become a party under this Memorandum, and to perform their obligations hereunder.
2. Waterfluence LLC, a Colorado Limited Liability Corporation ("Waterfluence"), owns a software program ("Program") that monitors non-residential landscaping water use and provides reports and insights on water usage which can drive more efficient watering practices.
3. SRP desires to coordinate with the City to offer the Program to certain non-residential City water customers (the "Customers" as defined below). One hundred twenty-five (125) Waterfluence Program Accounts will initially be available under the terms of this Memorandum to Customers. Additional Customers may be added to the Program in accordance with the attached Exhibit A.
4. The City desires to cooperate with SRP to offer the Program to City non-residential water customers.
5. The Program supports the City's municipal water conservation goals as well as the SRP 2035 sustainability goal for water conservation of creating and executing programs to identify 5 billion gallons of potential water conservation by 2035.
6. The Parties believe this Memorandum will benefit the Customers of Goodyear and SRP by providing the City and SRP with data on Customers' water use to aid in identifying areas of inefficiency in irrigation systems. The data that SRP receives will not include personally identifying information or other confidential information about the Customers or their water use.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, sufficiency, and adequacy of which the Parties acknowledge, the City and SRP agree as follows:

1. GENERAL PROVISIONS

1.1 The foregoing recitals are incorporated into this Agreement.

1.2 DEFINITIONS: In addition to the defined and capitalized terms in this Agreement, the following terms shall have the following meanings:

(a) “Customers” refers to Goodyear municipal, commercial, or HOA water customers who opt to participate in the Program.

(b) “Accounts” refers to Water Program accounts of Customers

1.3 PURPOSE: This Memorandum is intended to set forth the guidelines and responsibilities of the Parties with respect to the Program.

1.3.1 SRP agrees to do the following in connection with the Program:

1.3.1.1 SRP will contract with Waterfluence to pay the costs of the Accounts as outlined in Exhibit A;

1.3.1.2 SRP will guide the coordination between the City and Waterfluence;

1.3.1.3 SRP will coordinate meetings, provide notes and facilitate interactions related to this Agreement and the execution of its terms (as necessary);

1.3.1.4 SRP will help advertise the Program via email to prospective customers if necessary to achieve the activation of all 125 initially available Program Accounts;

1.3.1.5 SRP will collaborate with City regarding potential survey questions relevant to determining the effectiveness of the Program at increasing water use efficiency, including assessing whether upgrades have been made to increase irrigation efficiency and overall perspective of the Program.

1.3.2 Goodyear Responsibilities. Goodyear Water agrees to perform the following in connection with the Program:

1.3.2.1 The City will market the Program to prospective Customers;

1.3.2.2 The City will require that participating Customers authorize the sharing of aggregated water use data as a condition of the Customer’s participation. The City will not share any personal water use or identifying Customer data with SRP;

- 1.3.2.3 The City will ensure Accounts access is provided to either the property owner or account holder and maintained with written permission from the property owner or account holder;
- 1.3.2.4 The City will provide SRP with quarterly updates on how many Accounts have participated in the Program including engagement rates.
- 1.3.2.5 The City will share information with SRP on overall water savings and findings (not individual accounts) based on 12-month pre- & 12-month post Program water consumption;
- 1.3.2.6 The City will share, on a quarterly basis, aggregated Program data with SRP on water savings and findings, including data showing aggregated Customer water consumption in the 12-month period preceding Program implementation and the 12-month period following implementation;
- 1.3.2.7 The City will provide Waterfluence Program training to Customers participating in the Program. This includes one, approximately one-hour course, hosted by the City.
- 1.3.2.8 To the extent necessary, the City will manage, distribute and follow-up with Customers regarding surveys to determine the effectiveness of the Program;
- 1.3.2.9 The City will help Customers identify areas of inefficiency in water management by evaluating Program data.

2. CONSIDERATION AND TERM

- 2.1 Goodyear Water Conservation and SRP agree to the following:
 - 2.1.1 Manner of financing. The Program will be provided by SRP at costs included in Exhibit A. SRP will pay for Mapping (if necessary) and Account Fee for the time determined in Exhibit A.
 - 2.1.2 This Agreement shall be effective on July 1, 2023 (“Effective Date”). The term of this Agreement will expire six (6) years after the Effective Date, unless terminated earlier as provided herein.
 - 2.1.3 The Program results will be evaluated to determine whether quantifiable water savings are being achieved sufficient to justify continuation of the Program.
 - 2.1.4 Either Party may terminate this Agreement by giving written notice to the other Party at least sixty (60) days prior to the desired termination date.

3. MISCELLANEOUS PROVISIONS

- 3.1 This Agreement may not be changed, modified, or rescinded, except as provided herein and in writing and signed by the Parties hereto, and any attempt at oral modification shall be void.

3.2 All notices required pursuant to this document shall be delivered:

SRP
Salt River Project
Attn: Director of Water Strategy
P.O. Box 52025
Phoenix, AZ 85072-2025

GOODYEAR City of Goodyear
Water Services
Attn: Conservation Coordinator
4980 S 157th Ave,
Goodyear AZ 85338

3.3 All notices are effective when delivered or on the date that certified mail return receipt is signed.

3.4 This Memorandum of Understanding, and any Exhibit attached hereto, represents the entire understanding of the Parties with respect to its subject matter, and supersedes any and all other agreements or understandings, whether written or oral, and whether previous to or contemporaneous with execution hereof.

3.5 This Agreement shall be governed by the laws of the State of Arizona without regard to Arizona's conflict of laws provision.

3.6 Any action or suit commenced in connection with this contract shall be in the Superior Court of Arizona in and for the County of Maricopa.

3.7 The rights and remedies of the Parties provided in this Agreement are not exclusive and are in addition to any other rights and remedies available to the Parties in law or equity.

3.8 SRP shall assume no liability for claims, loss or liability arising out of or resulting from the Program other than for its negligence and the City of Goodyear releases SRP from any such claims, loss, or liability.

3.9 Assignment: SRP shall not assign this Memorandum of Understanding without the written consent of Goodyear, which consent shall not be unreasonably withheld.

3.11 Waiver: Waiver or any breach of any term, condition or covenant herein contained shall not be deemed to be a waiver or any subsequent breach of any term, covenant, or condition herein. This Agreement shall be binding upon the parties hereto and their respective heirs, successors, and assignees.

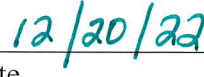
IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the 20th day of December, 2022.

Signatures & Exhibit on Following Pages

SRP



Christa McJunkin, Director of Water Strategy



Date

CITY OF GOODYEAR

Julie Karins, City Manager

Date

APPROVED AS TO FORM

ATTEST

Goodyear City Attorney

Goodyear City Clerk

Exhibit on Following Pages

Exhibit “A”

FISCAL YEAR	TASKS	COST	QUANTITY	TOTAL FUNDING REQUEST
FY23 2022/2023	Agreement between SRP and Goodyear	N/A		\$0
	Create system for safe sharing of data (ensure confidentiality and privacy of customer data)	N/A		
	Research best advertising methods to reach Customers	N/A		
	Research landscape assessment contractors	N/A		
2022/2023				\$0
FY24 2023/2024	Continue to work with existing customers: up to 125 active spaces (105 est. in use)	\$76/location	125	\$9,500
	3 new sites to sign up for Waterfluence mapping and annual monitoring*	\$152/location	3	\$456
2023/2024				\$12,956
FY25 2024/2025	Continue to work with existing customers: up to 125 active spaces (115 est. in use)	\$76/location	125	\$9,500
	Add an additional 3 new sites to get mapping and annual monitoring	\$152/location	3	\$456
	Allow 2 landscape assessments for sites in system based on greatest need	\$1500/location	2	\$3,000
2024/2025				\$12,956
FY26 2025/2026	Continue to work with existing customers: up to 125 active spaces (125 est. in use)	\$80/location	125	\$10,000

	Add an additional 3 sites to get mapping and annual monitoring	\$160/location	3	\$480
	Allow 2 landscape assessments for sites in system based on greatest need	\$1500/location	2	\$3,000
2025/2026				\$13,480
FY27 2026/2027	Continue to work with existing customers: up to 130 active spaces	\$80/location	130	\$10,400
	Add an additional 2 sites to get mapping and annual monitoring	\$160/location	2	\$320
	Allow 2 landscape assessments for Customers in system based on greatest need	\$1500/location	2	\$3,000
2026/2027				\$13,720
FY28 2027/2028	Continue to work with existing customers: up to 140 active spaces	\$80/location	140	\$11,200
	Add an additional 2 sites to get mapping and annual monitoring	\$160/location	2	\$320
	Allow 2 landscape assessments for sites in system based on greatest need	\$1500/location	2	\$3,000
2028/2029				\$14,520
FY29 2028/2029	Continue to work with existing customers: up to 150 active spaces	\$80/location	150	\$12,000
	Add an additional 2 sites to get mapping and annual monitoring	\$160/location	2	\$320
	Allow 2 landscape assessments for sites in system based on greatest need	\$1500/location	2	\$3000
2028/2029				\$15,320

Fiscal Year	Waterfluence New HOAs	Waterfluence Monitoring - Annual Fee Only
FY23 2022/2023	\$0	\$0
FY24 2023/2024	\$456	\$9,500
FY25 2024/2025	\$456	\$9,500
FY26 2025/2026	\$480	\$10,000
FY27 2026/2027	\$320	\$10,400
FY28 2027/2028	\$320	\$11,200
FY29 2028/2029	\$320	\$12,000

**Goodyear already has many sites mapped, set up and ready to 'activate' in Waterfluence. As a result the existing and new customer totals in one FY will not equal the total for each following FY.*