

RIO REIMAGINED – URBAN WATERS AMBASSADOR

INTERGOVERNMENTAL AGREEMENT / MEMORANDUM OF UNDERSTANDING

This Intergovernmental Agreement (this “Agreement”) is entered into as of _____, 2023 (the “Effective Date”), by and among the City of Avondale, the City of Buckeye, the City of Goodyear, the City of Mesa, the City of Phoenix, the City of Tempe, the County of Maricopa, the Salt River Pima-Maricopa Indian Community (“SRP-MIC”), the Salt River Project Agricultural Improvement and Power District, the Arizona Board of Regents for and on behalf of Arizona State University, and the Maricopa Association of Governments, which joins in this Agreement by way of Memorandum of Understanding (each, a “Party” and, collectively, the “Parties”).

1. BACKGROUND

1.1 On March 30, 2018, the City of Buckeye, the City of Goodyear, the Gila River Indian Community, the City of Avondale, the City of Phoenix, the City of Tempe, the Salt River Pima-Maricopa Indian Community, the City of Mesa, Maricopa County, Arizona, and the Salt River Project Agricultural Improvement and Power District entered into a Statement of Intent (“SOI”) for the Rio Salado Project, which is now known as Rio Reimagined (“RIO”). The SOI describes the purposes of RIO and the signing parties’ commitments to pursuing specified goals and themes related to river revitalization for the Rio Salado.

1.2 Arizona State University (“ASU”), through its University City Exchange (“UCX”) is a non-member facilitator and coordinating partner for RIO.

1.3 On September 1, 2020, the U.S. Government designated RIO as an Urban Waters Federal Partnership location (“UWFP”).

2. LEGAL AUTHORITY

2.1 Arizona Revised Statutes (“A.R.S.”) §§ 11-951 through 11-954 provide that public agencies may enter into intergovernmental agreements for the provision of services or for joint or cooperative action.

2.2 ASU is empowered by A.R.S. §§15-1625, *et seq.*, to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of ASU.

2.3 The City of Avondale, an Arizona municipal corporation, is empowered by Article I, Section 3 of the Charter of the City of Avondale to enter into this Agreement, and by resolution of its City Council has been authorized to enter into this Agreement and has authorized the undersigned to execute this Agreement on its behalf.

2.4 The City of Buckeye, an Arizona municipal corporation, is empowered by Charter or Statute to enter into this Agreement, and by appropriate action has been authorized to enter into this Agreement and has authorized the undersigned to execute this Agreement on its behalf.

2.5 The City of Goodyear, an Arizona municipal corporation, is empowered by Charter or Statute to enter into this Agreement, and by appropriate action has been authorized to enter into this Agreement and has authorized the undersigned to execute this Agreement on its behalf.

2.6 The City of Mesa, an Arizona municipal corporation, is empowered by A.R.S. §§ 9-240 and 9-276 to enter into this Agreement, and by appropriate action has been authorized to enter into this Agreement and has authorized the undersigned to execute this Agreement on its behalf.

2.7 The City of Phoenix, an Arizona municipal corporation, is empowered by Charter or Statute to enter into this Agreement, and by appropriate action has been authorized to enter into this Agreement and has authorized the undersigned to execute this Agreement on its behalf.

2.8 The City of Tempe, an Arizona municipal corporation, is empowered by Charter or Statute to enter into this Agreement, and by appropriate action has been authorized to enter into this Agreement and has authorized the undersigned to execute this Agreement on its behalf.

2.9 The County of Maricopa, a political subdivision of the State of Arizona, is empowered by statute to enter into this Agreement, and, by action of its Board of Supervisors, has been authorized to enter into this Agreement and has authorized the undersigned to execute this Agreement on its behalf.

2.10 The Salt River Pima-Maricopa Indian Community, a sovereign tribal government, is empowered by Article VII, Section 1(h) of the SRP-MIC Constitution to enter into this Agreement, and by action of its Tribal Council has been authorized to enter into this Agreement and has authorized the undersigned to execute this Agreement on its behalf.

2.11 The Salt River Project Agricultural Improvement and Power District, a political subdivision of the State of Arizona, is empowered by Charter or Statute to enter into this Agreement, and by appropriate action has been authorized to enter into this Agreement and has authorized the undersigned to execute this Agreement on its behalf.

2.12 The Maricopa Association of Governments joins in this Agreement by way of Memorandum of Understanding, and by action of its Board of Directors has been authorized to enter into this Agreement and has authorized the undersigned to execute this Agreement on its behalf.

3. PURPOSE

3.1 The Parties have identified the need for a full-time professional who can act as the regional representative for RIO and oversee RIO's collaborations with federal agencies and stakeholders in connection with RIO's UWFP designation.

3.2 The purpose of this Agreement is to set forth the terms and conditions under which the Parties agree to: (a) the terms under which the Maricopa Association of Governments ("MAG") will engage an outside consultant who will act as RIO Ambassador to the UWFP (the "Position") with direction from an advisory group composed of one representative from each Party; and (b) contribute to the cost of the Position.

3.3 Nothing in this Agreement, or the funding of the Position, is intended to limit or otherwise restrict the right of any Party to secure and manage funding and relationships independently of the other Parties.

4. THE POSITION

4.1 The Position will include regional responsibility for relationships and funding related to UWFP, with direction from the Rio Advisory Board described in this Agreement. The job description for the Position is set forth on **Exhibit A**.

4.2 The individual occupying the Position will be an outside consultant engaged by MAG as an independent contractor and will report to a MAG-designated staff person.

4.3 MAG shall be responsible for compensating the consultant occupying the Position ("Total Compensation") using the amounts provided to MAG by the Parties pursuant to this Agreement as well as funding designated for the Position from other sources, including federal funding. MAG will be responsible for processing such additional funding designated for the Position from third-party sources and will draw fiscal service fees in connection with MAG's responsibilities under this Agreement from such funds. The Parties will reimburse MAG for the cost of the Total Compensation on an annual basis during the Term of this Agreement as detailed in **Exhibit B**. The Parties shall not owe or provide any reimbursement, compensation or fees to MAG above and beyond what is detailed in **Exhibit B**.

4.4 During the Term of this Agreement, MAG will invoice each Party for its reimbursement contribution set forth in **Exhibit B**. Each Party will remit payment upon receipt of MAG's invoice by means of a check payable to MAG, electronic funds transfer or another agreed-upon transaction. In the event that MAG does not receive full funding for the Position from the Parties and from third-party sources, MAG shall have no obligation to make up the difference.

4.5 MAG will provide a secured physical work location for the individual occupying the Position as well as all reasonable administrative and peripheral support recommended by the Rio Advisory Board, and agreed to by MAG.

4.6 At any Party's request, MAG shall provide a written accounting of all funds provided to MAG under this Agreement, documenting MAG's use of such funds. If an audit is requested by the majority of the Rio Advisory Board, the Parties will equally share the costs of any audit unless such audit reveals a material discrepancy on the part of MAG in which case MAG shall be responsible for such costs.

4.7 The Position will be recruited by MAG, which will be responsible for conducting the search, interviewing candidates and onboarding the RIO Ambassador to UWFP, all in direct consultation with the Rio Advisory Board which will participate in the search and interviews. MAG will not offer the Position to a candidate without the prior consent of a majority of the Rio Advisory Board.

5. RIO ADVISORY BOARD

5.1 The Parties shall establish the Rio Advisory Board, which will provide direction to the individual occupying the Position. The Rio Advisory Board will be composed of one (1) representative selected by each Party. Each Party reserves the right to substitute a different representative at its discretion at any time and shall provide reasonable notice to the other Parties if such a substitution occurs.

The representative of each Party will serve as a primary point of contact, managing communication to other Parties, the individual occupying the Position, and other stakeholders for matters related to UWFP. In addition, the representative of each Party will vote on matters requiring the Rio Advisory Board's approval.

5.2 The Rio Advisory Board may establish schedules for regular meetings and a process for minutes, reports, methods and manner for review of activities undertaken by the individual occupying the Position. The Rio Advisory Board will recommend annual performance metrics for the Position to be adopted by MAG at its discretion. The Rio Advisory Board will establish a subcommittee responsible for determining whether the RIO Ambassador to UWFP is satisfactorily performing the duties of the Position set forth in **Exhibit A** and meeting the established performance metrics.

5.3 The Rio Advisory Board will determine the number and frequency of reports and assessments to be delivered to the Board by the individual occupying the Position. The Parties will update and communicate changing needs and priorities based on such reports and assessments.

5.4 The Rio Advisory Board may make changes to **Exhibit B** from time to time during the Term of this Agreement if such changes are unanimously agreed to.

6. TERM AND TERMINATION

6.1 This Agreement will begin on the Effective Date and continue for a period of four years (the "Initial Term"). Thereafter, this Agreement may be renewed and updated, subject to available funding support and mutual written agreement of the Parties for additional two-year terms (each a "Renewal Term"). The Initial Term, together with any Renewal Term(s), is referred to in this Agreement as the "Term".

6.2 In the event of termination of the UWFP program, or any substantive change affecting RIO participation in the UWFP program, the Parties will work together to effect an orderly transition and/or wind-down of any collaborative activities then in process under this Agreement.

6.3 The Parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

7. DISPUTE RESOLUTION

7.1 If the Parties disagree about the responsibilities, duties, time allocation and/or performance of the individual occupying the Position, the Parties will work together within the framework of the Rio Advisory Board, to resolve the disagreement. If any Party desires to have a more formal conflict resolution, then the Parties will engage in a conflict resolution process and document the resolution in writing. If the conflict resolution process results in a written agreement by a majority of Parties to terminate the Agreement, then the termination will be effective on a day mutually agreed by the Parties. The Parties will continue to equally contribute to the Total Compensation through the conclusion (or earlier termination) of the engagement agreement related to the Position.

7.2 As required by A.R.S. § 12-1518, the Parties agree to make use of arbitration in disputes that are subject to mandatory arbitration pursuant to A.R.S. § 12-133.

7.3 Nothing in this Agreement, or any current or future schedule, attachment, exhibit, amendment, or addenda is intended to be or shall be construed as a waiver of the SRP-MIC sovereign immunity, or any other immunity otherwise available to any of the governmental Parties, except as provided in this Section 7. Neither the SRP-MIC limited waiver of sovereign immunity, nor the limited waiver of any other immunity available to any of the governmental Parties, extends to any person or entity other than the Parties, or to any claims for punitive damages.

8. GENERAL TERMS AND CONDITIONS

8.1 Each Party is an independent contractor and is independent of each other Party. This Agreement does not create an employment relationship, partnership, joint venture or agency relationship of any kind among the Parties. This Agreement does not create any fiduciary or other obligation among the Parties, except for those obligations expressly and specifically set forth in this Agreement. No Party will have any right, power or authority under this Agreement to act as a legal representative of any other Party. No Party will have any right or authority to bind or obligate the others or make any representation or warranty on behalf of the others. Nothing in this Agreement shall be construed to indicate, suggest or make the individual occupying the Position the employee, contractor or agent of any Party other than MAG, which shall engage the individual occupying the Position.

8.2 The Parties will highlight their collaborative relationship in all communications related to the subject matter of this Agreement and will promote such relationship as part of their outreach and public relations efforts. No Party will issue a press release, public statement, advertisement or announcement regarding this Agreement or the Position without the prior input and consent of the other Parties.

8.3 No Party will use any names, service marks, trademarks, trade names, logos or other identifying names, domain names or identifying marks of any other Party ("Marks") without the prior written permission of the Party that owns the Marks in each instance. Use of any Party's Marks must comply with the owning Party's requirements, including using the "®" indication of a registered trademark where applicable.

8.4 Except as otherwise specifically provided in this Agreement, each Party will be responsible for its own costs and expenses incurred in connection with the performance of its duties and obligations.

8.5 With the exception of payment obligations, no Party will be in default hereunder by reason of its delay in performing or failure to perform any of its obligations under this Agreement if such delay or failure is caused by or results from acts of terrorism, strikes, acts of God or the public enemy, riots, epidemics or pandemics, mass health issues or disease, quarantine restrictions, interference by civil or military authorities, or other emergencies that may disrupt a Party's operations.

8.6 The Parties' payment obligations are subject to the appropriation and budgeting of funds for that purpose during the then-current fiscal year. Obligations under any agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of each Party's governing body concerning budgeted purposes and appropriation of funds. The Parties agree that no Party has any obligation to budget or appropriate funds for payment in any budget in any fiscal year other than the fiscal year in which an agreement is executed and delivered.

8.7 The Parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act.

8.8 To the extent required by A.R.S. § 35-214, each Party will retain all records relating to this Agreement and make those records available at all reasonable times for inspection and audit by each other Party or the Auditor General of the State of Arizona during the Term of this Agreement and for a period of five years after the completion of this Agreement.

8.9 This Agreement may be executed by the Parties in any number of separate counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall together constitute one original document. The Parties may evidence execution of this Agreement by means of photocopy, facsimile, or other electronic means, copies of which shall have the same effect for all purposes as a signed original.

8.10 This Agreement constitutes the entire understanding of the Parties with respect to the subject matter and supersedes all previous representations, written or oral, with respect to the subject matter of this Agreement. Except as provided in Section 5.4, this Agreement may not be modified or amended except by a written document signed by authorized representatives of each Party.

9. JOINDER

The Parties acknowledge that other parties, including without limitation, municipalities, agencies, counties or other entities ("Joining Party"), may desire to participate in this Agreement. If a Joining Party desires to become a Party, the Joining Party may do so with the consent of the Rio Advisory Board and after execution of a joinder agreement in a form satisfactory to the Rio Advisory Board, a copy of which joinder agreement will be circulated to all the existing Parties. Any Joining Party that becomes a Party to this Agreement will be subject to all of the obligations herein, including the funding obligations of Section 4.

[Signatures on next page.]

This Intergovernmental Agreement / Memorandum of Understanding is signed and delivered by authorized representatives of the Parties effective as of the Effective Date.

**The Arizona Board of Regents for and on behalf
of Arizona State University**

Approved as to Form

By: _____

Name: _____

Title: _____

Date: _____

Legal Counsel: _____

City of Avondale

Approved as to Form

By: _____

Name: _____

Title: _____

Date: _____

City Attorney: _____

City of Buckeye

Approved as to Form

By: _____

Name: _____

Title: _____

Date: _____

City Attorney: _____

City of Goodyear

Approved as to Form

By: _____

Name: _____

Title: _____

Date: _____

City Attorney: _____

City of Mesa

Approved as to Form

By: _____

Name: _____

Title: _____

Date: _____

City Attorney: _____

City of Phoenix

Approved as to Form

By: _____

Name: _____

Title: _____

Date: _____

City Attorney: _____

City of Tempe

Approved as to Form

By: _____

Name: _____

Title: _____

Date: _____

City Attorney: _____

Maricopa County, Arizona

Approved as to Form

By: _____

Name: _____

Title: _____

Date: _____

County Attorney: _____

Salt River Pima-Maricopa Indian Community

Approved as to Form

By: _____

Name: _____

Title: _____

Date: _____

Legal Counsel: _____

**Salt River Project Agricultural Improvement
And Power District**

Approved as to Form

By: _____

Name: _____

Title: _____

Date: _____

SRP Attorney: _____

JOINED AS A MEMORANDUM OF UNDERSTANDING:

Maricopa Association of Governments

Approved as to Form

By: _____

Name: _____

Title: _____

Date: _____

Legal Counsel: _____

EXHIBIT A

JOB DESCRIPTION:

RIO REIMAGINED AMBASSADOR TO THE URBAN WATERS FEDERAL PARTNERSHIP

Full-time consultant (engaged as an independent contractor), representing the regional stakeholders engaged in the Rio Reimagined partnership, with direct responsibility to the Urban Waters Federal Partnership (UWFP) program. Responsibilities include:

- Promote/advocate Rio Reimagined regional strategy with Urban Waters program staff, federal agencies, non-profits, federal delegation, etc.
- Promote the benefits and opportunities within the UWFP and its Urban Waters Learning Network to local RIO stakeholders and partners
- Serve as the primary liaison/program manager to the UWFP on behalf of the local regional Rio Reimagined partnership. May include travel to national Urban Waters conferences and events.
- Identify funding opportunities, convene local stakeholders to apply for opportunities
- Connect public, private, and non-profit tools & resources to the needs of Rio Reimagined in collaboration with the local partnership.
- Identify and assist in the preparation of grant applications that benefit the Rio Reimagined region and support projects within the work plan.
- Convene Rio Reimagined meetings with proactive, inclusive outreach to ensure all partners and community-based organizations have a seat at the table. May include travel and in-person field meetings, events and conferences.
- Report on the progress, value, and outcomes of the Rio Reimagined partnership, including success stories, barriers, and best practices.
- Identify opportunities to improve and expand the regional Rio Reimagined partnership by engaging with participating organizations and recruiting new partners.
- Report progress on Rio Reimagined work plan, on agreed-upon frequency, to Rio Advisory Board.
- Coordinate with the other Urban Waters locations to identify best practices to further the implementation of priority projects and advance the overall goals and objectives of the local partnership.
- Implement, refine, and update the annual partnership workplan as required by UWFP.

Recommended Characteristics/Roles

- Ability to relate, listen, work with wide variety of stakeholders and build trust
- Ability to demonstrate neutrality and build bridges among stakeholders
- Familiarity with federal agencies, legislative/policy process
- Organizational skill set to create structure (work groups) for planning and collaboration
- Experience in researching and writing grant proposals/applications

- Serve as a liaison to various partner organizations in region and assist in connecting RIO vision to complementary initiatives
- Local knowledge and relationships/network

Qualifications

- Master's Degree in Urban Planning or a closely related degree
- Minimum of 5 years of progressive, professional working experience in urban planning, or a related field such as economics, economic development, urban design, architecture, engineering, environmental design, geography, political science or public administration
- Experience working with diverse stakeholders, including government officials and administrations, in the areas of urban design, master planning and public open space transformation
- Experience with federal agencies as well as legislative policy and process
- Experience in research, strategy, and preparation of grant proposals or applications
- Demonstrated understanding of urban planning related processes typical within cities (land use policy, real estate development processes, sustainability, environmental sciences, green infrastructure, economic development, social and environmental justice, etc.)
- Ability to diagnose urban planning proposals and projects as well as provide recommendations for both large and small intervention to improve urban resilience and river and community revitalization
- Excellent project management skills with the ability to independently coordinate and lead multiple tasks simultaneously with a focus on quality and metrics
- Experience working in dynamic, impact orientated environments and a proven track record in meeting deadlines
- Track record of creating data driven reports, memos and presentations; with a sharp eye for detail
- Excellent written and oral communication skills showcasing a capacity to synthesize information and develop compelling narratives
- Creative problem-solving skills; including an ability to grasp key issues and make recommendations for improvements

EXHIBIT B

REIMBURSEMENT BUDGET FOR RIO AMBASSADOR TO UWFP

The RIO Ambassador to the UWFP will be engaged by MAG, which will be solely responsible for compensating the Ambassador and providing administrative support. MAG will engage the Ambassador as an independent contractor with no benefits.

In recognition of the regional benefits the Ambassador will provide, each Party will make an equal, annual contribution to MAG to partially reimburse MAG for the cost of the Ambassador's Total Compensation. During the Term of this Agreement, a \$15,000 annual contribution will be made by each of the following Parties:

City of Avondale

City of Buckeye

City of Goodyear

City of Mesa

City of Phoenix

City of Tempe

Maricopa County

Salt River Pima Maricopa Indian Community

Salt River Project

Arizona State University

MAG will serve as a fiscal agent to receive and process Total Compensation funding, as well as federal or other funding sources in support of the Ambassador as needed or recommended by the Rio Advisory Board. If annual contributions from the Parties and other funding for the RIO Ambassador exceed the Total Compensation, MAG will issue a credit to the Parties fairly and equitably. Each Party may elect to use the credit to reduce its annual contribution or receive a refund. If a refund is requested, MAG will issue the refund within 90 days of receiving a written request for such refund.