



Public Notice Pursuant to A.R.S. § 38-431.02

**ARIZONA MUNICIPAL WATER USERS ASSOCIATION
BOARD OF DIRECTORS**

MEETING NOTICE AND AGENDA

Thursday, January 30, 2020 – 11:00 a.m.

**Arizona Municipal Water Users Association
Board Conference Room
3003 North Central Avenue, Suite 1550
Phoenix, Arizona 85012**

A. Call to Order

B. General Business—Items for Discussion and Possible Action

1. Approval of the Minutes from the December 5, 2019 Meeting
2. Schedule Next Meeting Date: Thursday, February 27, 2020, 11:00 a.m.
3. 2020 Legislative Session
4. Water Loss Control Training and Technical Assistance Program
5. Update on the Governor's Water Council and ADWR Management Plans

C. Executive Director's Report

D. Future Agenda Items

E. Adjournment

*The order of the agenda may be altered or changed by the AMWUA Board of Directors. Members of the AMWUA Board of Directors will attend either in person or by telephone or internet conferencing.

More information about AMWUA public meetings is available in the AMWUA office, online at www.amwua.org/what-we-do/public-meetings, or by request.



BOARD OF DIRECTORS

MEETING MINUTES

December 5, 2019

VOTING MEMBERS PRESENT

Mayor Jim Lane, President, Scottsdale
Vice Mayor Eddie Cook, Vice President, Gilbert
Vice Mayor Lauren Kuby, Tempe (teleconference)
Councilmember Sheri Lauritano, Goodyear
Councilmember René Lopez, Chandler
Councilmember Curtis Nielson, Avondale
Councilmember Kevin Thompson, Mesa
Councilmember Bart Turner, Glendale
Councilwoman Thelda Williams, Phoenix

VOTING MEMBERS NOT PRESENT

Mayor Cathy Carlat, Secretary-Treasurer, Peoria

OTHERS PRESENT

Barry Aarons, The Aarons Co.	Gretchen Erwin, Goodyear	Drew Swieczkowski, Glendale
Patrick J. Adams, AMWUA	Kathy Ferris, AMWUA	Warren Tenney, AMWUA
Erin Andres, Phoenix	Brett Fleck, AMWUA	Sheri Trapp, AMWUA
Anna Bartholomew, SRP	Sam Jaskolski, AMWUA	Theresa Ulmer, Ulmer Consulting
Gretchen Baumgardner, Gilbert	Diana Piña, AMWUA	Tammi Watson, CAP
Ned Blum, CLA	John Reader, Goodyear	

A. Call to Order

Mayor Lane called the meeting to order at 10:07 a.m.

B. General Business – Items for Discussion and Possible Action

1. Approval of the Minutes from the October 24, 2019 Meeting

Upon a motion by Councilmember Thompson and a second by Councilwoman Williams, the AMWUA Board of Directors unanimously approved the October 24, 2019 meeting minutes.

2. Next meeting scheduled: Thursday, January 30, 2020, 11:00 a.m., in the AMWUA office

3. 2020 Legislative Agenda

Mr. Tenney stated that AMWUA included the legislative agenda for the upcoming 2020 session in the report presented to the AMWUA Board of Directors. He encouraged the Board to include the same objectives in the cities' legislative agendas to increase collaboration for the next session.

Mr. Tenney reported that AMWUA has been discussing with Legislators the support of the legislative concept to update the State's plumbing efficiency standards with the nation-wide WaterSense standards as they are this year. He stated that this concept was one of the legislative proposals discussed at the November Vetting Forum for Water (VF4W) along with how to move forward the General Stream Adjudication process and the need for designated funding for ADEQ to clean up WQARF sites. Mr. Tenney reported that the next VF4W would be December 18th.

Mr. Tenney reported that AMWUA is having conversations with ADWR, CAWCD and the Arizona Water Banking Authority about recommendations that have come up in the Recovery Planning Advisory Group that would require statutory changes.

Mr. Tenney stated that AMWUA has scheduled a meeting with the InterGovs during the first week of January in order to coordinate and discuss what to anticipate in the next session.

Mr. Aarons stated that the recent Vetting Forum for Water was well attended by Legislators with good discussion on proposals regarding conservation and adjudication. He stated that the VF4W has been successful and there has been discussion in starting them earlier in the next year.

Mayor Lane asked if there were formulated bills being suggested at the forums. Mr. Aarons and Ms. Ulmer both explained that there have been legislations created around issues that were presented at earlier vetting forums. Mr. Aarons explained that Legislators are able to pre-file legislation and on the first day of session they are read and assigned a committee.

Councilmember Turner and Mayor Lane discussed the cycle of conservation measures and the level of conservation education between the different cities and how it might be something to address within the upcoming session.

Councilwoman Williams stated that the City's AdHoc Committee has been doing a very thorough job with water conservation for Phoenix and that there are many ways to be conservation advocates by getting the whole community involved but to make sure that conservation remains practical.

Mr. Tenney stated that making conservation practical was part of the motivation in working on the water efficiency plumbing standards. AMWUA is working internally to move forward with good messaging. Mr. Aarons agreed that WaterSense is a great place to start for helping the community be more water efficient and financially smart.

4. Pinal AMA Groundwater Issues

Mr. Adams explained that in 2017, ADWR notified developers that it was unlikely there was enough groundwater in Pinal County to provide a 100-year Assured Water Supply (AWS) for their projects. Mr. Adams stated that since then, many AWS applications for new developments have been in waiting as ADWR works with stakeholders to review and update their projections. ADWR

recently released an AWS update that outlined their most recent modeling efforts for accessing groundwater supplies in Pinal County.

Mr. Adams gave background information on Arizona's AWS Program and how the central principle protects consumers. The AWS Program ensures that homebuyers will have a long-term, reliable water supply. In order for ADWR to sign off on an AWS application, the water must be high quality, and have financial capability to access, treat and deliver the water with the legal authority to use those supplies.

Mr. Adams stated that there are three primary determinations for AWS: Designation, Certificate and Analysis of AWS. AMWUA cities are Designated water providers, meaning that within their service areas they have successfully demonstrated an ability to meet all of the AWS criteria, including physically having 100 years of supplies to serve existing customers and projected growth. The Certificate of AWS demonstrates that prior to sale of any lots, a developer has met the AWS criteria for that particular development. Lastly, Analysis allows a developer to demonstrate physical availability, typically of groundwater, for a large, speculative project. The AWS program requires a demonstration that there are sufficient groundwater supplies to meet those demands for 100 years.

Mayor Lane asked about the guarantee and risk on a preliminary basis for the Certificates of assured water supply being issued and the significant amount of reliance. Mr. Adams clarified the difference between the Analysis and Certificate and that there are situational risks as hydrologic conditions change. Ms. Ferris stated that an Analysis is issued for 10 years and there are many developers willing to take the risk with the investment.

Mr. Adams reported that ADWR's recent update to the Pinal model focuses on two groundwater sub-basins where there is a heavy concentration of agricultural and urban development. Within the Pinal model, there are existing uses of groundwater demands and AWS groundwater demands. He reported that when ADWR ran the model for these demands in 2017, they had the same overall result as they do today; a shortfall in the groundwater supply needed to sustain these pumping projections. The results of the model show that there is more groundwater pumping than there is physical availability of that supply. Because of this, ADWR has stated that it is unlikely new AWS applications will be able to prove they have access to sufficient physical availability of groundwater. Mr. Adams stated that Pinal stakeholders are working to develop proposed solutions and ADWR has agreed to be involved in an advisory capacity and to consider proposals that may change or improve the model.

Mr. Adams explained how the situation in Pinal County is relevant to the Phoenix AMA because Phoenix is subject to the same AWS criteria, having a finite physical availability of groundwater and resource constraints, and unreplenished groundwater pumping occurring in the Salt River Valley. Mr. Adams reported that a new modeling effort will be needed for Phoenix within the next few years because the AMWUA cities will have to renew the designations by 2025 and it is likely that any policy change implemented in Pinal will impact this process. As a result, AMWUA will be monitoring any policy developments in Pinal that may affect the AWS program, including the Phoenix AMA, and has begun the conversations with WRAG about preparations for the redesignation process.

Mr. Thompson asked Mr. Adams about additional information on the Superstition Vistas providing groundwater and working with CAP on the use of surface water. Mr. Adams stated that because the Superstition Vistas are closer to mountain front areas, they are subject to a thinner aquifer and cannot pump as much groundwater. Mr. Adams noted that a challenge they faced in the past was securing a renewable supply of water.

Mr. Lopez asked about the analysis that is done through groundwater pumping and other water sources being considered for the analysis in the Pinal AMA. Mr. Adams explained that the Agricultural Irrigation District went to surface water to reduce their reliance on groundwater and it improved the aquifer conditions. The model that Mr. Adams presented showed the reduction in surface water supplies for agricultural use in the Pinal and the projected plans for additional pumping with the new infrastructure, which will increase pumping for future use and allow them to return to groundwater. Mr. Tenney additionally stated that Pinal has never only used surface water.

Mr. Lopez and Mr. Adams discussed conversion, growth in urbanization and a reduction in agricultural demand as more conversion were to happen. Mr. Tenney explained that there is not enough groundwater to move forward, so finding an additional supply of water that they can use will be challenging because the groundwater is finite and will eventually disappear, therefore it becomes a decision on whether they move forward as agriculturally dominant or for development.

Mayor Lane stated that there were concerns about what Ag is doing, DCP's contribution, the state's contribution to build the infrastructure and any possible transitions away from an inefficient means of irrigating. He asked about these concerns being worked into a supposition and any impact from going from flood irrigation to drip irrigation. Mr. Tenney stated that it is important to note that some of the irrigation systems have already been incorporated and that there is still room for improvement.

Mr. Turner talked about a recent conference he went to in Tel Aviv, Israel and how they manage their water with drip irrigation. He believes there can be a lot learned from them.

Mr. Tenney stated that there are developers that want to develop in Pinal but there is not the physical availability to get the certificates they are seeking. He re-emphasized that AMWUA will be monitoring the Pinal AMA situation to see how they address the challenges of physical availability of groundwater and will have conversations if there are proposals for solutions that would try to weaken the Groundwater Management Code (GMC). He added that AMWUA would continue to advocate for strengthening the GMC and keep the Board updated on what happens in the Pinal AMA in addition to avoiding any similar situations in the Phoenix AMA.

Mayor Lane stated that if there is pressure to contract the water usage, it is important to note that the consequential effects of turning over rights to the Phoenix water supply to supplement others could endanger the Phoenix water supply. He asked about the level of assurance for Phoenix water users. Ms. Ferris stated that this issue is a part of the GMC and that water rights were given to agricultural water users and Pinal has historical rights to pump their water according to the law. She noted that Ag can exist on a finite supply.

5. [Update on Governor's Water Council and ADWR Management Plans](#)

Mr. Tenney stated that the Governor's Water Augmentation Innovation & Conservation Council met on December 12th where ADWR provided an overview about the Pinal AMA situation, the development of the 4th and 5th Management Plans, and the Safe-Yield Technical Group. The Water Council were given updates about the activities of the Long-Term Water Augmentation Committee, Desalination Committee, Non-AMA Groundwater Committee and the Post 2025 AMAs Committee. Mr. Tenney reported that there was no new information to report from these updates but that all efforts are moving in a good direction.

Mr. Tenney reported that the Post 2025 AMAs Committee is scheduled to meet on December 9th to focus on issues that the AMAs are facing and to begin to create and prioritize solutions.

6. [Presentation of New Plants for Arizona Desert Microsite](#)

Mr. Tenney introduced Ms. Jaskolski to present the New Plants for the Arizona Desert website, a microsite that is a part of the AMWUA website.

Ms. Jaskolski explained that the *Landscape Plants for the Arizona Desert* brochure is AMWUA's top publication. She gave a brief history of the brochure, the first Plants website that was launched, and the partnership AMWUA has with ADWR and the Desert Botanical Garden for this website. Ms. Jaskolski presented the new Plants website, highlighting the new plant photography and the revision of the botanical names. AMWUA has provided these photos to the members' conservation staff for promotional materials. Ms. Jaskolski showed the Board members different features of the website including its mobile capability.

7. [Recommendation for 2020 AMWUA Board Officers](#)

On behalf of the Nominating Committee, Mayor Lane announced that the Nominating Committee is in agreement to recommend Vice Mayor Eddie Cook, Gilbert, as President, Mayor Cathy Carlat, Peoria, as Vice President and Councilmember Kevin Thompson, Mesa, as the Secretary Treasurer to the AMWUA Board of Directors for 2020.

Upon a motion by Councilwoman Williams, and a second by Councilmember Turner, the AMWUA Board of Directors unanimously approved the Nominating Committee's recommendation of Vice Mayor Eddie Cook, Gilbert, to serve as President, Mayor Cathy Carlat, Peoria, to serve as Vice President, and Councilmember Kevin Thompson, Mesa, to serve as the Secretary-Treasurer to the AMWUA Board of Directors for 2020.

8. [AMWUA's Quarterly Financial Statement](#)

Mr. Tenney presented the financial quarterly statements from July 1st through September 30th to the AMWUA Board of Directors showing a year-to-date actual of \$8,044 less than the year-to-date budget.

Upon a motion by Councilmember Lopez and a second by Councilwoman Williams, the AMWUA Board of Directors unanimously accepted the first quarter financial statements as presented.

9. AMWUA Annual Financial Audit Report for Fiscal Year 2019

Mr. Tenney presented the AMWUA Annual Financial Audit Report for Fiscal Year 2019 to the AMWUA Board of Directors. The independent accounting firm of Heinfeld Meech & Co. conducted the audit and made no significant findings. The audit report confirms that AMWUA completed FY 2019 under budget and financially meets the future needs of the Association.

Upon a motion by Councilwoman Williams and a second by Councilmember Lopez, the AMWUA Board of Directors unanimously accepted the audit report as presented.

C. Executive Director's Report

Mr. Tenney stated that the previous funding agreement roadblock with ADWR for the Water Loss Control Training & Technical Assistance Program has been resolved and AMWUA will be receiving the funds from ADWR. He stated that AMWUA is working with the selected consultant to finalize the contract and get the training and technical assistance started by the beginning of 2020. Mr. Tenney stated that the consultant is Southwest Environmental Finance Center at the University of New Mexico. AMWUA will be giving an overview of this effort at January's meeting.

Mr. Tenney stated that he was looking forward to presenting to the Gilbert Town Council about AMWUA's first half century. In addition, AMWUA was pleased to receive an invite to present to the CAWCD Board about AMWUA and its first 50 years, planned for their February meeting.

Mr. Tenney reported that CAWCD is going to begin developing a new six-year strategic plan at the beginning of 2020 and plans to solicit input from stakeholders. Mr. Tenney stated that AMWUA will follow up with the Board on its comments.

D. Future Agenda Items

Mayor Lane stated that there should be a future discussion regarding legislative action taking place with regard to Pinal County's situation.

E. Adjournment

Upon unanimous approval from the AMWUA Board of Directors, Mayor Lane adjourned the meeting at 11:41 a.m.

BOARD OF DIRECTORS

INFORMATION SUMMARY

January 30, 2020

2020 Legislative Session

ANNUAL PLAN REFERENCE

Legislation

Strategic Plan: Objectives – Advocate for Solutions, Safeguard Water Supplies, Reinforce Groundwater Management, Prepare for Impacts of Drought & Shortage; Collaboration – Legislature, Arizona Department of Water Resources, Central Arizona Project, Salt River Project, Water Community, and Business Community

Actions:

- Identify and track water legislation and other legislation of interest to our members.
- Analyze and respond to legislation that impacts our members by taking positions, working with Legislators and Congressional Delegation, and engaging the media and public as needed.

SUMMARY

The second regular legislative session of the 54th Legislature began on January 13, 2020. On January 15, 2020, the AMWUA Management Board unanimously recommended positions for nine bills. To date, over 1,000 bills have been introduced. Attached is a summary of water legislation that AMWUA staff has identified of interest to the AMWUA cities. AMWUA staff and Legislative Contractor will provide an overview of relevant legislation that has been introduced.

In addition, AMWUA staff have been working with other stakeholders to develop a legislative proposal related to the recovery of water supplies stored for municipal use by the Arizona Water Banking Authority (AWBA). The concept of direct distribution of long-term storage credits (LTSC) from the AWBA to municipal water users has been discussed extensively at the Recovery Planning Advisory Group (RPAG) and has been a statutory change supported by AMWUA over the past two years. Providing the option for the AWBA to distribute credits not only to CAP but also to municipal users will increase flexibility for recovery options and keep the overall cost down for the end users.

Legislative language that has been developed by AMWUA, ADWR, AWBA and CAWCD is included in the Board packet. The CAWCD Board of Directors and Arizona Water Banking Authority Commission have voted to support this legislative proposal and language.

RECOMMENDATION

The AMWUA Management Board unanimously recommended to the Board of Directors adoption of the recommended positions on nine bills included in this Board packet, as well as support for legislation that would facilitate the direct distribution of LTSC from the AWBA to municipal and industrial users.

It is recommended that the Board of Directors review the legislation within the Board Packet and formally adopt the recommended positions.

Depending on the introduction of legislation before the January 30th, 2020 meeting, the AMWUA Board of Directors may be asked to provide a position regarding additional legislation.

Recommended Position: Support

HB 2286 appropriation; wastewater treatment infrastructure (Osborne & 3 others)

Luke Air Force Base's (AFB) wastewater treatment plant was originally constructed in 1942 and is approaching the end of its useful life. The City of Glendale has agreed to receive and treat wastewater from Luke AFB using the City's infrastructure. This bill would appropriate \$5 million from the general fund in FY2020-21 to defray costs associated with the construction of water reclamation infrastructure related to this project.

Recommended Position: Support

HB 2309 groundwater; waterlogged area exemption; date (Dunn)

The Buckeye Waterlogged Area (BWLA) was established by the Legislature in 1988, covering an area surrounding the Gila River from confluence with the Salt River west to Gillespie Dam, which includes part of Avondale and Goodyear. Within the BWLA, farmlands are exempt from water duties, certain irrigation districts are exempt from conservation requirements, and entities pumping groundwater are not required to pay withdrawal fees. Statute requires that ADWR review the area's hydrologic conditions and make a recommendation to the Governor and Legislature on whether or not the exemptions should continue. ADWR published its findings in December 2019 and recommended that the BWLA continue through 2034. This bill would extend the BWLA exemptions through 2034, as recommended by ADWR.

Recommended Position: Support

HB 2567 appropriation; lead screening; charter schools (Engel & 7 others)

Appropriates \$100,000 for ADEQ to conduct water quality testing for lead in charter schools. ADEQ conducted a voluntary, statewide lead screening program in 2017 but did not include charter schools.

Recommended Position: Support

HB 2671 water supply development fund; appropriation (Griffin & Bowers)

Appropriates \$50,000,000 to the state Water Supply Development Revolving (WSDR) fund. This fund was established in 2007 but has never been actually funded and intended to assist rural water providers acquire water supplies.

Recommended Position: Support

HB 2618 department of water resources; continuation (Griffin)

Extends ADWR's sunset date to 2028.

Recommended Position: Support

HR 2003 Arizona water professionals; appreciation week (Gabaldon)

Designates April 12-18, 2020 as Arizona Water Professionals Appreciation Week to express gratitude and appreciation for the water professionals who contribute to the delivery and management of Arizona's safe and reliable water supplies.

Recommended Position: Support

Recommended Position: Monitor

HB 2212 appropriation; DEQ; testing; remediation (Gabaldon)

Appropriates \$500,000 for ADEQ to test public water systems for PFAS and assist systems that exceed the health advisory level determined by the U.S. EPA.

Recommended Position: Monitor

HB 2405 Colorado River fourth priority water (Cobb & Biasiucci)

This bill would add statutory language prohibiting the transfer of any Priority 4 (P4) Colorado River water to non-"Colorado river communities." Similar legislation was introduced in 2019 prohibiting transfers of P4 water out of Mohave and La Paz Counties. ADWR is currently reviewing an application to transfer P4 water from La Paz County to Queen Creek and is expected to make its recommendation to the Bureau of Reclamation in the coming months.

Recommended Position: Monitor

HB 2447 gaming compacts; water claims; prohibition (Rep's Pierce, Bowers, Griffin, Dunn, Finchem. Sen's Fann, Allen.)

This bill would prohibit the State of Arizona from negotiating or executing any Tribal-State gaming compacts with tribes who are involved in water rights litigation. Many if not all tribal nations are involved in the General Stream Adjudications. Negotiation of tribal gaming contracts has been underway for the past few years, as many are set to expire in 2023.

Recommended Position: Monitor

HB 2620 ombudsman; assistance; surface water adjudications (Bowers)

Arizona's Ombudsman-Citizens' Aide is an entity established by the legislature that investigates and acts upon citizen complaints regarding state agencies. This bill would create an Assistant Ombudsman-citizens' Aide for the purpose of assisting claimants in the General Stream Adjudication who do not have legal representation. The bill requires this Assistant to cooperate with local law schools to coordinate law students that may help those claimants with "fewer legal resources available to them."

Recommended Position: Monitor

HB 2672 water rights (Griffin)

This bill modifies statute to prevent an entity with a senior water right to from stopping a junior right holder from using that water unless it would produce water for the senior right holder.

Recommended Position: Monitor

HB 2674 water; substitute acreage (Griffin, Bowers, Dunn, Nutt)

Adds statutory provisions that would allow an irrigator to retire irrigated acres and apply that water right to new, "substitute" lands. The substitute lands must be contiguous to the retired acres and part of the same farming unit. The irrigator must prove to the ADWR Director that the retired acres were damaged by floodwaters or, prove that "any condition" (including soil quality or the shape of the farmland) is limiting the efficient irrigation of those original acres and that the substitution of new land will facilitate more efficient water use.

Recommended Position: Monitor

HB 2675 water conservation notice; no abandonment (Griffin, Bowers, Dunn, Nutt)

Allows a water right holder to file a "Water Conservation Plan" with ADWR. Upon filing a plan that outlines water conservation measures that are planned or will be implemented, the water rights included in that notice would be shielded from a claim of abandonment or nonuse. The Plan can be extended by 10-years, for up to 40 years.

Recommended Position: Monitor

HB 2677 groundwater replenishment reserves (Griffin)

This bill introduces clarifications to the calculation of CAGR's 100-year replenishment obligation for the purpose of calculating the replenishment reserve target. Existing statute could be read to require the CAGR to calculate the replenishment reserve based on each AMA's buildout obligation multiplied by 100. Modifies the statutory calculation of each AMA's projected replenishment obligation to equal the cumulative projected obligation for each year following submission of the Plan of Operation.

Recommended Position: Monitor

At its January 15, 2020 meeting, the AMWUA Management Board unanimously recommended that the AMWUA Board approve the following legislative positions:

HB 2076: appropriation; DWR; additional staff (Gabaldón).

This bill would appropriate \$6.1 million to the Arizona Department of Water Resources (ADWR) for the purpose of hiring hydrologists and other support staff.

Recommended Position: Support

HB 2098: dam safety study committee (Griffin).

This bill would create a Dam Safety Study Committee consisting of two appointed legislators and the Director of ADWR or their nominee. The Committee would be required to consider the safety of dams throughout Arizona complete a report of their findings by December 31st, 2020.

Recommended Position: Support

HB 2101: appropriation; Arizona water protection fund (Griffin & Nutt).

This bill would appropriate \$1 million from the state general fund in Fiscal Year 2020-21 to the Arizona Water Protection Fund. The Arizona Water Protection Fund is a state-run program administered by ADWR that funds projects to protect and enhance water quality and quantity in Arizona's rivers, streams, and riparian areas. Some of these efforts include revegetation, erosion control, channel stabilization, research, and water conservation. AMWUA has supported this legislation in previous years.

Recommended Position: Support

HB 2158: water; well metering; nonexempt wells (Engel).

This bill would mandate measurement of water use and annual reporting for nonexempt groundwater wells throughout the state. Nonexempt wells include those with a pumping capacity greater than 35 gallons per minute (gpm). Current law contains no measuring requirements for wells outside of the AMAs or INAs except for a person who withdraws groundwater for transportation to an initial AMA.

Recommended Position: Support

HB 2159: water adequacy requirements; statewide applicability (Engel).

This bill would mandate that counties outside of the AMAs adopt an adequate water requirement for subdivided lands within the county. Currently, counties outside of an AMA have an option to adopt the mandatory adequacy provisions upon unanimous vote of the county Board of Supervisors.

Recommended Position: Monitor

HB 2161: irrigation non-expansion areas; water supplies (Engel).

An irrigation non-expansion area (INA) is a geographical area that has been designated as having insufficient groundwater for irrigation of cultivated lands. Within an INA expansion of new irrigated acreage is generally prohibited and water management regulations, such as well metering, apply. Arizona's Groundwater Code allows the Director of ADWR to designate new INA's based upon certain criteria, including if the Director determines that "there is insufficient groundwater . . . at the current rates of withdrawal." (Emphasis added). In 2015, a petition from irrigators in the San Simon Valley to establish a new INA was declined by ADWR; the Director noting in his decision that he could not consider future groundwater uses in the determination. HB 2161 would require the Director to consider projected rates of groundwater withdrawals in their determination of a new INA.

Recommended Position: Support

HB 2174: exempt wells; capacity (Blanc, Chavez, Peten).

The Groundwater Code defines exempt wells as those with a maximum pumping capacity of less than 35 gallons per minute (gpm) used to withdraw groundwater for non-irrigation uses. These wells are exempt from most of the provisions of the Groundwater Code. This bill alters that criterion, changing the threshold for exemption to a maximum capacity of 20 gpm of pumping capacity.

Recommended Position: Monitor

HB 2213: WQARF; Appropriation (Gabaldón).

Appropriates \$20 million from the general fund in FY2020-21 to the Water Quality Assurance Revolving Fund. WQARF is a state-sponsored program established by the Legislature and administered by the Arizona Department of Environmental Quality to clean up hazardous soil and groundwater contamination.

Recommended Position: Support

HB 2226: water measuring devices; report (Kavanagh).

Authorizes the ADWR Director to require water measuring and reporting for groundwater pumping in areas outside of the AMAs. This requirement may only be applied to wells with a maximum pump capacity greater than 35 gpm.

Recommended Position: Support

SUGGESTED MOTION

I move that AMWUA support legislation for the direct distribution of Arizona Water Banking Authority credits to municipal and industrial water users and adopt the following legislative positions:

Support

- HB 2076:** appropriation; DWR; additional staff (Gabaldón).
- HB 2098:** dam safety study committee (Griffin).
- HB 2101:** appropriation; Arizona water protection fund (Griffin & Nutt).
- HB 2158:** water; well metering; nonexempt wells (Engel).
- HB 2161:** irrigation non-expansion areas; water supplies (Engel).
- HB 2212:** WQARF; Appropriation (Gabaldón).
- HB 2226:** Water Measuring Devices; Report (Kavanagh).
- HB 2286:** appropriation; wastewater treatment infrastructure (Osborne & 3 others)
- HB 2309:** groundwater; waterlogged area exemption; date (Dunn)
- HB 2567:** appropriation; lead screening; charter schools (Engel & 7 others)
- HB 2671:** water supply development fund; appropriation (Griffin & Bowers)
- HR 2003:** Arizona water professionals; appreciation week (Gabaldon)

Monitor

- HB 2159:** water adequacy requirements; statewide applicability (Engel).
- HB 2174:** exempt wells; capacity (Blanc, Chavez, Peten).
- HB 2212:** appropriation; DEQ; testing; remediation (Gabaldon)
- HB 2405:** Colorado River fourth priority water (Cobb & Biasiucci)
- HB 2447:** gaming compacts; water claims; prohibition (Pierce & 6 others)
- HB 2620:** ombudsman; assistance; surface water adjudications (Bowers)
- HB 2672:** water rights (Griffin)
- HB 2674:** water; substitute acreage (Griffin, Bowers, Dunn, Nutt)
- HB 2675:** water conservation notice; no abandonment (Griffin, Bowers, Dunn, Nutt)
- HB 2677:** groundwater replenishment reserves (Griffin)

Proposed Changes to A.R.S. § 45-2457.B.7 to Facilitate Direct Distribution of Credits

A.R.S. § 45-2457.B.7

7. The authority shall distribute long-term storage credits accrued or purchased with monies deposited in the fund in accordance with section 48-3715.03, subsection B only for the benefit of the county in which the monies were collected. The authority shall distribute these long-term storage credits to CAWCD OR TO CAWCD'S MUNICIPAL AND INDUSTRIAL SUBCONTRACTORS to the extent necessary to meet the demands of CAWCD's municipal and industrial subcontractors during times in which CAWCD's diversions from the Colorado river have been or will be disrupted by shortages on the Colorado river or by disruptions in operation of the central Arizona project. LONG-TERM STORAGE CREDITS DISTRIBUTED TO A CAWCD MUNICIPAL AND INDUSTRIAL SUBCONTRACTOR PURSUANT TO THIS SECTION MAY NOT BE SOLD AND THE SUBCONTRACTOR SHALL BE RESPONSIBLE FOR ALL FEES ASSESSED BY THE DIRECTOR FOR THE DISTRIBUTION OF THE LONG-TERM STORAGE CREDITS AND ALL COSTS OF RECOVERY OF THE LONG-TERM STORAGE CREDITS.

BOARD OF DIRECTORS

INFORMATION SUMMARY

January 30, 2020

Water Loss Control Training & Technical Assistance Program

ANNUAL PLAN REFERENCE

Demand Management & Sustainability

Strategic Plan: Objectives – Prepare for Impacts of Drought & Shortage, Augment Supplies, Interconnect Disciplines

Action:

- Facilitate sharing of information and resources, training, and technical assistance to members in support of efforts to enhance distribution system water loss control and revenue recovery

SUMMARY

Over the past two years, AMWUA has been working to develop a water loss control training and technical assistance program for its member cities. On September 6, 2018, the AMWUA Board of Directors endorsed Staff's proposed training program and authorized the Executive Director to accept funding from the Arizona Department of Water Resources (ADWR) for administration of the program. On August 14, 2019, the AMWUA Management Board recommended that the Board of Directors select the University of New Mexico Southwest Environmental Finance Center (SW EFC) as the consultant to conduct the training.

Shortly after the Management Board's recommendation, AMWUA was notified that ADWR needed approval from the Arizona Department of Administration (ADOA) to award AMWUA the grant funds for the training program. This authorization from ADOA was received in December of 2019.

AMWUA Staff have developed a contract with the SW EFC that outlines the scope of services that will be provided for the training program. AMWUA will administer the contract with SW EFC and fund the training program with the grant monies awarded by ADWR. The agreements with ADWR and SW EFC are located within the Board packet. At the January 30, 2020 meeting, AMWUA staff will give an overview of the schedule and objectives for the Water Loss Control Training & Technical Assistance Program.

The AMWUA Management Board received a similar presentation at its January 15, 2020 meeting.

Arizona Municipal Water Users Association

RECOMMENDATION

The AMWUA Management Board unanimously recommended that the AMWUA Board of Directors support the water loss control training and technical assistance program by authorizing the Executive Director to enter into the funding agreement with ADWR and the contract with SW EFC.

Suggested Motion:

I move that the Executive Director be authorized to enter into contracts in the form substantially as presented with ADWR for funding of the training program and with the University of New Mexico Southwest Environmental Finance Center for execution of the training program.

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GENERAL PROVISIONS

1. GENERAL REQUIREMENTS:

- 1.1. The parties shall obtain and maintain all licenses, permits and authority necessary to perform their obligations pursuant to this Contract, and shall comply with all applicable state, federal and local laws, including but not limited to those regarding unemployment insurance, disability insurance and worker's compensation. This Contract does not relieve either party from any obligation or responsibility imposed upon it by law.
- 1.2. Neither party shall be considered an employee or agent of the other. No monitoring or supervisory responsibility over the other party's activities arises on the part of the other or arises as a result of, or pursuant to, this Contract other than as expressly provided herein.
- 1.3. In this Contract, Special Provisions alter the General Provisions. If the Special Provisions conflict with the General Provisions, the Special Provisions shall govern. If the Scope of Services conflicts with either the Special Provisions or the General Provisions, the terms of the Scope of Services shall govern.
- 1.4. The provisions of this Contract are severable to the extent that if any provision is held unenforceable under applicable law, the remaining provisions of the Contract shall remain in effect.
- 1.5. This Contract shall be interpreted in accordance with Arizona law. Disputes arising out of this Contract are subject to the jurisdiction of the Superior Court of the State of Arizona.

2. INDEMNIFICATION:

Each party to this Contract is independently responsible in the event of its own negligence. Neither party agrees to indemnify the other party.

3. RESOLUTION OF DIFFERENCES:

- 3.1. The parties agree to resolve all conflicts to the maximum extent possible through cooperation and coordination of the respective party's staff. If staff is unable to resolve any dispute, it shall be submitted for resolution to the Department of Water Resources' Water Planning and Permitting Division Assistant Director.
- 3.2. Disputes arising out of this Contract are subject to arbitration to the extent required by A.R.S. § 12-133 and § 12-1518. Disputes not subject to arbitration are subject to the jurisdiction of the Maricopa County Superior Court.
- 3.3. The waiver of any breach or default of any of the provisions of this Contract shall not be construed as a waiver of any succeeding breach of the same or other provisions; nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other Party.

4. TERMINATION:

- 4.1. Each party shall have the right to terminate this Contract in whole or in part, with or without cause, by providing the other party written notice of termination, effective fifteen (15) calendar days subsequent to the mailing by certified mail of such Notice of Termination. If the termination is partial, the parties shall continue to perform those portions of this Contract which have not been terminated.
- 4.2. In the event of Termination as provided in subsection 4.1:
 - 4.2.1. The Department shall pay to AMWUA its reasonable actual costs for work in progress as determined by generally accepted accounting principles and practices.

GENERAL PROVISIONS

4.2.2. If any Payments have been made on an advance basis, AMWUA shall return any unexpended monies within fifteen (15) calendar days of receipt of Notice of Termination.

4.2.3. AMWUA shall deliver to the Department all work in progress, and any completed documents, programs, data and other information or deliverables as described in this Contract.

4.3. The Department or the State of Arizona may cancel this Contract without penalty or further obligation pursuant to A.R.S. § 38-511, which provides for cancellations of any contract made by the State, its political subdivisions, or any of the departments or agencies of either if any persons significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party of the contract with respect to the subject matter of the contract.

4.4. In the event of cancellation under Section 4.3 of this Contract or if the term of the Contract expires AMWUA shall receive or return Payment as established in Section 4.2

4.5. In the event that the parties mutually agree to terminate a portion of the Contract, AMWUA shall continue to perform this Contract to the extent not terminated under the provisions of this Section and receive or return Payment as established in Section 4.2.

5. NON-DISCRIMINATION:

The Parties shall comply with State Executive Order No. 75-5, as amended by State Executive Order No. 2009-9, and all other applicable Federal and State laws, rules and regulations relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

6. PAYMENTS:

6.1. Payments made by the Department to AMWUA pursuant to this Contract are conditioned upon the availability to the Department of monies authorized for expenditure in the manner and for the purpose provided herein. The Department shall not be liable for any purchases entered into by AMWUA in anticipation of such funding.

6.2. Payments are conditioned upon receipt of an applicable, accurate and complete invoice prepared by AMWUA in accordance with AMWUA's normal format and customary documentation. In the event of any conflict between this Contract and any invoice, this Contract shall prevail.

6.3. If AMWUA is determined by the Department to be in default in the performance of any obligation under this Contract, the Department, may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default.

6.4. The Department may, at its option, withhold payment until receipt of all final reports or documents or until completion of a financial audit.

7. RECOUPMENT OF PAYMENTS:

AMWUA shall immediately reimburse all monies not spent in accordance with the terms of this Contract.

8. BOOKS, RECORDS AND INSPECTION:

All books, accounts, reports, files and other records relating to the Contract shall be subject at all reasonable times to inspection and audit by the State of Arizona and the Department for five (5) years after completion of the Contract. Such records shall be produced at such state offices as are designated by the State of Arizona and the Department.

GENERAL PROVISIONS

9. NOTICES:

Whenever notice is required pursuant to this Contract, such notice shall be in writing and shall be directed to the persons and addresses specified in the Scope of Services or to such other persons and/or addresses as either party may designate to the other party in writing. Notice shall be delivered in person or by certified mail, return receipt requested.

10. AMENDMENTS:

Amendments to this Contract shall not be effective unless in writing and signed by all parties.

11. SUBCONTRACTS:

Proposals to subcontract any Task or work described in this Contract must be approved by the Department. Any subcontractor shall comply with the terms and conditions of the provisions of this Contract.

12. WAIVERS:

Neither AMWUA nor the Department shall waive or modify any condition or requirement contained in or made a part of this Contract without a written amendment signed by the parties. The waiver of any breach or default of any of the provisions of this Contract shall not be construed as a waiver of any succeeding breach of the same or other provisions.

13. DELIVERABLES:

Upon receipt of a Deliverable, the Department shall have a reasonable time period, not to exceed 45 days, to review the Deliverable. If the Department identifies deficiencies in the Deliverable, the Department shall provide AMWUA written comments and shall establish a time period by which the identified deficiencies shall be corrected. If the deficiencies are not corrected within this time frame, the Department reserves the right to terminate the Contract immediately upon sending written notice of such termination.

14. REPORTS, INFORMATION AND DATA:

Ownership of all reports, information, data, computer data elements and software prepared by AMWUA in performance of this Contract shall vest jointly in the parties. Subject to applicable State and Federal laws and regulations, the parties shall have full and complete rights to reproduce, duplicate, disclose and otherwise use all such information. In doing so, each party shall give credit for the contribution of the others.

15. DEPARTMENT ACKNOWLEDGEMENT:

AMWUA shall ensure that the Department is acknowledged in all news releases, brochures, websites, other publicity or print pieces funded by the Department through this agreement by specifying that the project is funded, supported or made possible by funds from the Department. The name of the Department and its logo must appear in a conspicuous location and be large enough to be easily legible. If space is limited, the Department logo alone may be used.

SPECIAL PROVISIONS

None

SCOPE OF SERVICES

A. PURPOSE:

The purpose of this agreement is to provide funding for AMWUA to conduct a program that trains and assists its member water utilities in conducting water audits of their potable water distribution systems based on the American Water Works Association (AWWA) manual, M36 Water Audits and Loss Control Programs, Fourth Edition, Top-down approach. The objective of the program is to enhance existing water loss control efforts by equipping AMWUA member utilities with the knowledge, skills, and experience necessary to implement the M36 methodology, including its more advanced practices, beyond the duration of the program.

B. EFFECTIVE DATE:

This Contract shall become effective upon the date it is executed by all parties.

C. TERM:

This Contract shall be effective through September 30, 2021.

D. NOTICES, CORRESPONDENCE AND REPORTS:

1. Notices, correspondence, reports and payments from the Department to AMWUA shall be sent to:

Program Administrator:

Patrick J. Adams
Arizona Municipal Water Users Association
3003 North Central Avenue, Suite 1550
Phoenix, AZ 85012
Phone: (602) 248-8482
Email: padams@amwua.org

2. Notices and correspondence from AMWUA to the Department shall be sent to:

Contract Officer:

Scott Selin
Arizona Department of Water Resources
1110 West Washington Street, Suite 310
Phoenix, AZ 85007
Email: sdselin@azwater.gov
Phone: (602) 771-8508

3. Any invoices, quarterly/technical reports and inquiries regarding the technical aspects of this Contract should be made to:

Technical Administrator:

Melissa Sikes
Arizona Department of Water Resources
1110 West Washington Street, Suite 310
Phoenix, AZ 85007
Email : msikes@azwater.gov
Phone : (602) 771-8449

SCOPE OF SERVICES

E. PAYMENT:

The maximum amount of monies to be expended by the Department pursuant to this Contract is \$300,000. Payments will be made in accordance with the Payment Schedule on Page 12 and are subject to receipt and approval of all Deliverables.

The Program Administrator shall submit invoices to the Technical Administrator for approval. The invoices shall be itemized in sufficient detail to justify payment for services performed in accordance with the tasks listed.

F. INTRODUCTION:

AMWUA will conduct a water loss control training and technical assistance program for its members—among the largest water providers in the state—that will enable them to implement the more advanced water loss control best management practices set forth in the AWWA M36 Manual.

This pilot project will build upon and round out the work accomplished through Phases I and II of the pilot implemented by the Water Infrastructure Finance Authority (WIFA) and the Department. The state's pilot focused on the initial phases and basic concepts of the M36 methodology and demonstrated the value of supplying foundational training and support to small and mid-size utilities.

This project will demonstrate the feasibility and benefits of providing more advanced training and assistance to the larger utilities. It will give the utilities the skills to implement more advanced phases of the methodology in-house on an ongoing basis. These phases are technical and economic analyses that will enable the utilities to continuously improve the quality of their system data in order to ensure they target their water loss control interventions as productively and as cost-effectively as possible.

Utilities will gain insight into where efficiency gains can be achieved, improving the operational bottom line, supporting optimized rate setting, and demonstrating an ongoing commitment to careful water resource management.

G. SCOPE OF WORK:

The scope of the training and technical assistance will address key concepts from the AWWA M36 *Water Audits and Loss Control Programs* Guidance Manual, summarized in the following four stages:

1. Establishing an annual water balance that disaggregates all subcomponents of water loss in terms of volume and value, and initial assessment of validity.
2. Conducting a rigorous assessment of data validity to benchmark audit reliability and identify where data improvements are warranted, and detailed technical profiling of losses subcomponents.
3. Analyzing water loss costs and intervention costs to identify optimum targets that are cost-justified.
4. Designing and implementing custom interventions to achieve and maintain economic targets.

As the AMWUA members have substantial experience with data tracking and reporting, covered in stage 1, the primary focus of the program will be on stages 2 and 3.

It is anticipated that seven of the ten AMWUA members will participate in the program.

AMWUA shall perform the following:

SCOPE OF SERVICES

Task 1: AMWUA shall contract with a subject matter expert for the purpose of providing training and technical assistance.

Deliverable: AMWUA shall submit documentation that a consultant has been retained and a copy of the Contract to the Technical Administrator by March 30, 2020.

Task 2: An orientation meeting will be held to launch the program and initiate the first data gathering phase. Guidance will be provided to encourage participant led data gathering and learning. A subject matter expert will be available to assist the members as needed during the data gathering. An in-person workshop will be held and a Level 1 validated M36 water audit will be developed with each utility. This task will take approximately three months to complete.

Deliverable: AMWUA shall submit a report of the work accomplished in Task 2.

Task 3: A meeting, via the web or in-person, will initiate the second data gathering phase. A subject matter expert will assist the utilities as they are extracting and compiling data for the advanced validation and loss profiling. Each utility will be assisted in developing an overall water loss profile with advanced data validation. This task will take approximately three months to complete.

Deliverable: AMWUA shall submit a report of the work accomplished in Task 3.

Task 4: A meeting, via the web or in-person, will be held to provide instruction on the economics of water loss. Utilities will be provided training on the costs of water loss and intervention. A subject matter expert will assist the utilities in their individual analyses and development of intervention strategies. This task will take approximately six months to complete.

Deliverable: AMWUA shall submit a report of the work accomplished in Task 4.

Task 5: An in-person meeting will be held at the conclusion of the program to present comprehensive results of the program to AMWUA staff and participating members. AMWUA shall also submit a final report that describes program outcomes and provides recommendations for next steps and programmatic recommendations for AMWUA. The final report shall also specify challenges encountered when conducting this project and suggest feasible solutions, including demonstrating the ability to duplicate this program in other locations and general recommendations for improvements in similar future efforts. This task will take approximately one month to complete.

Deliverable: AMWUA shall submit the Final Report to ADWR.

H. SCHEDULE OF DELIVERABLES AND PAYMENTS:

The due dates outlined below are approximate. Completion of the deliverables will depend on when the project commences, the time it takes to complete the tasks, and vetting of the final report.

DELIVERABLES	ESTIMATED DUE DATE(S)	PAYMENTS (Not to Exceed)
Submit documentation described in Task 1	Mar. 30, 2020	\$60,000
Submit a summary of work accomplished in Task 2	Jul. 30, 2020	\$60,000
Submit a summary of work accomplished in Task 3	Oct. 30, 2020	\$60,000
Submit a summary of work accomplished in Task 4	Apr. 30, 2021	\$60,000
Submit final report	Sept. 30, 2021	\$60,000
TOTAL AMOUNT		\$300,000

LEGAL DETERMINATION

The attached Contract between the Arizona Department of Water Resources and AMWUA has been reviewed by the undersigned attorneys, who have determined that said Contract is in proper form and is within the powers and authority of those parties represented by the undersigned.

Dated this _____ day of _____, 2020

Arizona Department of Water Resources

By: _____
Counsel

Dated this _____ day of _____, 2020

Arizona Municipal Water Users Association

By: _____
Counsel

SPONSORED RESEARCH AGREEMENT

THIS SPONSORED RESEARCH AGREEMENT ("Agreement") is made by and between The Regents of the University of New Mexico for its **Center for Water and the Environment**, a constitutionally-created entity of the State of New Mexico ("University"), Arizona Municipal Water Users Association, organized and existing under the laws of Arizona with its principal offices at 3003 N. Central Ave., Suite 1550 Phoenix Arizona 85012 ("Sponsor"). The parties may be referred to individually as "Party" and collectively as the "Parties".

WHEREAS, the research program contemplated by this Agreement is of mutual interest and benefit to University and Sponsor; and,

WHEREAS, University has determined that the research program contemplated by this Agreement will further the instructional, research, public service or economic development objectives of University consistent with its mission and status as a public institution of higher education.

NOW, THEREFORE, the Parties agree:

1. THE RESEARCH

A. STATEMENT OF WORK. University will perform the research project titled AMWUA Water Loss Control Training and Technical Assistance Program and more fully described in the statement of work attached to this Agreement as Exhibit A ("Research").

B. REPORTS. University will furnish to Sponsor written progress reports of the Research within a reasonable timeframe upon request of the Sponsor, not to exceed 30 days.

C. PRINCIPAL INVESTIGATOR. The Principal Investigator who will direct the Research for University is Heather Himmelberger. If the Principal Investigator becomes unable to perform this Agreement for any reason, University may appoint a successor Principal Investigator with Sponsor's written approval. Either Party may terminate this Agreement in accordance with Section 3 if the Parties cannot agree on an acceptable successor within a reasonable time.

D. PERFORMANCE PERIOD. University will perform the Research during the period 02/01/2020 through 07/01/21 ("Performance Period"). The Parties may extend the Performance Period by written amendment.

E. EQUIPMENT/SUPPLIES. Title to all equipment and property purchased by University under this Agreement will be in and remain with University even after completion or termination of the Agreement.

2. RESEARCH COSTS

A. BUDGET. Sponsor will pay to University the direct and the facilities and administration ("F&A") costs (collectively "Research Costs") described in Exhibit B ("Budget") that University incurs in performing the Research. The F&A cost rate set forth in the Budget will remain in effect during the Performance Period. Sponsor is not liable for costs other than the Research Costs described in the Budget, and University is obligated to perform only the Research funded by Sponsor.

B. PAYMENT SCHEDULE. Sponsor will pay to University the Research Costs in U.S. dollars as follows:

This is a fixed-price agreement with full payment due in advance. Within 30 days of the Effective Date, Sponsor will pay University the total sum of \$_____.

This is a fixed-price agreement with installment payments as set forth in Exhibit B.

This is a cost reimbursement agreement. Sponsor shall reimburse University for direct and indirect costs incurred in an amount not to exceed \$_____ as detailed on the attached Exhibit B.

C. REMITTANCE. Sponsor will pay University through one of the following two payment options:

(i) By check made payable to the "University of New Mexico" and mailed to:

Contract and Grant Accounting Office
1700 Lomas Blvd., N.E., Suite 2100
MSC01 1245, 1 University of New Mexico
Albuquerque, NM 87131-0001
Phone: (505) 277-4721

(ii) By Automated Clearinghouse ("ACH") sent to University's bank account:

Financial Institution	US Bank
Address	Jefferson Office, DN-NM-FCBC 7900 Jefferson St NE Albuquerque, NM 87109
Nine-Digit Routing Transit Number	107002312
Depositor Account Title	University of New Mexico
Depositor Account Number	156402023717
Type of Account	Checking

3. EFFECTIVE DATE AND TERMINATION

A. EFFECTIVE DATE. This Agreement is effective on the date signed by the last of the Parties to sign this Agreement.

B. EXPIRATION. This Agreement will expire on the end date of the Performance Period, unless sooner terminated in accordance with this Section 3.

C. TERMINATION. Either Party may terminate this Agreement at any time by giving the other Party not less than sixty (60) days prior written notice, provided, however, that University may terminate this Agreement upon ten (10) days' notice if any payment due from Sponsor is not received before or upon the date due or within the ten (10) day notice period.

D. EFFECT OF TERMINATION. In the event of termination for any reason:

i. Sponsor will pay for all Research Costs incurred through the date of termination, including all non-cancelable obligations, even though the obligations may extend beyond the termination date.

ii. University will deliver to Sponsor all work in progress, and any completed documents, programs, data and other information or deliverables as described in this Agreement.

iii. Termination will not affect the Parties' rights and obligations accrued prior to termination.

4. CONFIDENTIAL INFORMATION

A. CONFIDENTIALITY OBLIGATION. Each Party will advise its employees to use reasonable efforts to hold in confidence all proprietary information received from the other Party in connection with the Research ("Confidential Information"); provided, however, that each Party may share Confidential Information with third parties to the extent necessary to perform the Research under terms consistent with this Agreement and provided that such third parties will hold all Confidential Information in confidence. For written disclosures, the Party disclosing Confidential Information will mark the information "Confidential" at the time of disclosure. For oral or visual disclosures, the Party disclosing Confidential Information will designate the information "Confidential" at the time of disclosure and confirm such designation in writing to the other Party no later than 30 days after disclosure. Except as provided in Section 6, each Party's obligation of confidentiality shall extend for five years from disclosure and shall not apply to information that: (a) was in recipient's possession on a non-confidential basis prior to receipt from disclosing Party; (b) is in the public domain or is general or public knowledge prior to disclosure, or after disclosure, enters the public domain or becomes general or public knowledge through no fault of recipient; (c) is properly obtained by recipient from a third party not under a confidentiality obligation to disclosing Party; (d) is explicitly approved for release by written authorization of disclosing Party; (e) is or has been developed by recipient independent of recipient's access to disclosing Party's Confidential Information; or (f) is required by law or court order to be disclosed.

B. RESPONSE TO INFORMATION REQUESTS. If University receives a request under the New Mexico Inspection of Public Records Act, Section 14-2-1 et seq., NMSA 1978 as amended or a request by other legal process to disclose Confidential Information, University will use reasonable efforts to provide prompt notice to Sponsor and will reasonably cooperate with Sponsor to protect any Sponsor Confidential Information.

5. PUBLICATION/PUBLIC PRESENTATIONS

A. REVIEW PERIOD. Sponsor recognizes that University's mission is to publish and disseminate research results developed under this research program. Either Party's proposed publications related to the Research, whether intended to be in writing or by oral presentation, shall be submitted for review by the other Party at least thirty (30) days prior to submission to third parties. The reviewing Party shall determine whether any of its Confidential Information is included in the proposed publication. The reviewing Party may require that its Confidential Information be removed from the proposed publication. The reviewing Party may also requested that submission to third parties be delayed for up to ninety (90) days in order to allow the Party to file a patent on an Invention.

B. ACKNOWLEDGMENT. Each Party will acknowledge the contributions of the other Party in publications or public presentations as scientifically appropriate.

6. INTELLECTUAL PROPERTY

A. INVENTIONS. "Inventions" means those potentially patentable discoveries, including pending patent applications and issued patents, first conceived and actually reduced to practice in performance of the Research. University shall own all Inventions first conceived and actually reduced to practice solely by University employees or solely by Sponsor employees through significant use of University resources ("University Inventions"). Sponsor shall own all Inventions otherwise first conceived and actually reduced to practice solely by Sponsor employees ("Sponsor Inventions"). The Parties shall jointly own all Inventions first conceived and actually reduced to practice by both University and Sponsor employees ("Joint Inventions").

B. CONFIDENTIALITY OF INVENTION DISCLOSURES. University will promptly notify Sponsor of any Invention disclosure received by its technology transfer agent, STC.UNM, a New Mexico non-profit corporation, ("STC"). Sponsor shall treat all University Invention disclosures as Confidential Information. Notwithstanding Section 4.A, Sponsor's obligation of confidentiality for Invention disclosures shall continue until the Confidential Information becomes publicly available through no fault of Sponsor. Each Party will promptly notify the other of any Joint Inventions.

C. PATENTS

i. PATENT FILING. STC may, at its discretion and at its expense, file patent applications in the United States and in foreign countries for any University or Joint Invention. STC will also, at Sponsor's request and expense, file patent applications in the United States for University or Joint Inventions. Sponsor will make any such request to University and STC in writing and within 60 days of STC's notice of Invention disclosure. STC will keep Sponsor promptly informed regarding the status of any patent application filed at Sponsor's expense and will give Sponsor reasonable opportunity to comment.

ii. LICENSING. For any patent application on a University Invention or Joint Invention, University grants to Sponsor (a) a non-exclusive, non-transferable, royalty-free license to practice the Invention for non-commercial internal research purposes; and (b) a six-month option to negotiate a royalty-bearing commercial license in a designated field of use and territory, which Sponsor may exercise by written notice to University and STC no later than one hundred eighty (180) days from the date of STC's notice of Invention disclosure. The negotiation period for such license shall be ninety (90) days from the date of Sponsor's notice that it is exercising its option. If the parties have not entered into a license before the end of the negotiation period, then STC may license the Invention and its interest in the Joint Invention to third parties without further obligation to Sponsor.

iii. BACKGROUND INTELLECTUAL PROPERTY. Nothing in this Agreement grants to either Party any rights or interest in the other Party's Background Intellectual Property. "Background Intellectual Property" means (a) all works of authorship created outside the scope of this Agreement and (b) potentially patentable discoveries, including pending patent applications and issued patents, conceived or first reduced to practice outside the scope of this Agreement.

D. COPYRIGHTS

i. OWNERSHIP. Title to all original works of authorship created in performance of the Research and in which copyright may be claimed ("Copyrightable Works") shall vest initially in the author, subject to the policies of the Party that employs the author. Any joint work, as that term is defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, as amended, shall be jointly owned, but co-owners shall have no duty of accounting for any profits.

ii. **INTERNAL USE LICENSE.** University grants to Sponsor a non-exclusive, royalty-free license to use, reproduce, prepare derivative works, display, distribute and perform all University -owned Copyrightable Works other than computer software and its documentation and informational databases for Sponsor's internal research purposes, provided that Sponsor shall not have the right to distribute copies or derivative works to third parties. For University -owned Copyrightable Works that are identified as a deliverable under the Statement of Work and in the nature of computer software (and its documentation) or informational databases, University grants to Sponsor for Sponsor's internal research purposes a royalty-free, non-transferable, non-exclusive license to use, reproduce, prepare derivative works, display and perform such Copyrightable Works.

7. TANGIBLE RESEARCH PROPERTY. "Tangible Research Property" ("TRP") means those tangible (corporeal) items, as distinguished from intangible (intellectual) property, produced in performance of the Research. For purposes of illustration, TRP may include items such as: biological materials, computer media, drawings and diagrams, integrated circuit chips, prototype devices, and equipment. University shall hold title to all TRP produced by University with University resources; provided, however, that title to TRP identified as a deliverable under the statement of work will vest in Sponsor upon delivery by University.

8. DISCLAIMER OF WARRANTIES. UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT. UNIVERSITY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, USE OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS WITH REGARD TO DATA, INVENTIONS, COPYRIGHTABLE WORKS, TRP, OR OTHER RESEARCH RESULTS PROVIDED BY UNIVERSITY.

9. LIABILITY

A. INDEMNIFICATION. Each party is independently responsible in the event of its own negligence. Neither party agrees to indemnify the other party.

B. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY, ITS REGENTS, DIRECTORS, OFFICERS, EMPLOYEES, STUDENTS OR AFFILIATES, BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGES OR LOST PROFITS, REGARDLESS OF WHETHER THE PARTY WAS ADVISED, HAD OTHER REASON TO KNOW OR IN FACT KNEW OF THE POSSIBILITY OF THE FOREGOING. THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS AGREEMENT. The liability of University hereunder shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.

10. GENERAL PROVISIONS

A. FISCAL MANAGEMENT. University will maintain complete and accurate accounting records in accordance with accepted accounting practices for institutions of higher education (i.e. 2 CFR 200 Uniform Guidance). University will make the accounting records available for inspection and audit by Sponsor or its authorized agent, at reasonable times upon reasonable notice at Sponsor's expense for three years following the end of University's fiscal year (July 1 - June 30) in which Research Costs are incurred.

B. USE OF NAMES. Neither Party will use the name of the other in any form of advertising or publicity without the express written permission of the other Party. University may publish in its institutional publications the aggregate amount of the funding to be received under this Agreement, listing only Sponsor's name and the nature of the funded activity as a "Research Agreement".

C. RELATIONSHIP OF THE PARTIES. Neither Party is agent, employee, legal representative, partner or joint venturer of the other. Neither Party has the power or right to bind or commit the other.

D. THIRD PARTY BENEFICIARIES. This Agreement does not create any rights, or rights of enforcement, in third parties.

E. SEVERABILITY. If a court of competent jurisdiction finds any provision of this Agreement legally invalid or unenforceable, such finding will not affect the validity or enforceability of any other provision of this Agreement and the Parties will continue to perform. If the Agreement cannot be performed in the absence of the provision, this Agreement will terminate upon 30 days' written notice by one Party to the other Party.

F. MERGER. This Agreement and all attachments embody the entire understanding of the Parties and will supersede all previous or contemporaneous communications, either verbal or written, between the Parties relating to this Agreement. All terms and conditions of any instruments, including purchase orders, issued by Sponsor to facilitate payment under this Agreement are void, even though they may be issued after the signing of this Agreement.

G. AMENDMENTS. No modification to this Agreement will be effective unless confirmed in a written amendment signed by each Party's authorized representative.

H. COUNTERPARTS. The Parties may sign this Agreement in one or more counterparts, each of which constitutes an original and all of which together constitute the Agreement. Facsimile or .pdf signatures shall constitute original signatures for all purposes.

I. ASSIGNMENTS. This Agreement shall bind, and inure to the benefit of, the Parties and any successors to substantially the entire assets of the respective Party. Neither Party may assign this Agreement without first obtaining the prior written consent of the other Party, and any attempted assignment is void.

J. FORCE MAJEURE. Each Party will be excused from performance of the Agreement only to the extent that performance is prevented by conditions beyond the reasonable control of the affected Party. The Party claiming excuse for delayed performance will promptly notify the other Party and will resume its performance as soon as performance is possible.

K. EXPORT CONTROL. Each Party acknowledges that it will comply with all applicable United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government and/or written assurances by Sponsor that Sponsor will not re-export data or commodities to certain foreign countries or nationals thereof without prior approval of the cognizant government agency. If, for purposes of the Research, Sponsor intends to disclose export-controlled information to University, Sponsor will not disclose such information unless and until a plan for the transfer, use, dissemination and control of the information has been approved by University's Export Control Office. In the event Sponsor inadvertently (i) discloses export-controlled information or (ii)

breaches this section, any deadlines contemplated by the Statement of Work will be adjusted based on the time it takes to address the disclosure.

L. RESOLUTION OF DISPUTES. The Parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. Resolution will be confirmed by written amendment to this Agreement. If the Parties cannot resolve any dispute amicably through negotiation, either Party may terminate this Agreement in accordance with Section 3.

M. SURVIVAL. All terms of this Agreement that are intended to survive termination or expiration in order to be effective shall survive such termination or expiration.

N. WAIVER. No waiver of any right, remedy, power or privilege by any Party under this Agreement shall be effective unless made in writing. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or of any other provision of this Agreement.

O. NOTICES. Any notice given under this Agreement will be in writing and will be effective upon receipt evidenced by: (a) personal delivery; (b) confirmed facsimile transmission; (c) return receipt of postage prepaid registered or certified mail; or (d) delivery confirmation by commercial overnight carrier. All communications will be sent to the addresses set forth below or to such other address designated by a Party by written notice to the other Party in accordance with this section:

UNIVERSITY: *For matters related to this Sponsored Research Agreement:*

University of New Mexico
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P. AUTHORIZED SIGNATORIES. Each Party represents that the individuals signing this Agreement on its behalf are authorized, and intend, to bind the organization in contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement, intending to be legally bound as of the Effective Date, by their respective duly authorized representatives.

**THE REGENTS OF THE UNIVERSITY
OF NEW MEXICO**

SPONSOR


Elizabeth Metzger, University Controller

Signature

Date 1-17-2020 19-1194 (LS)

Warren Tenney, Executive Director
Name and Title of Authorized Signatory

Date _____

READ AND UNDERSTOOD:

Principal Investigator

EXHIBIT A

STATEMENT OF WORK

1. General Project Management Requirements

The following is a general description of what the Arizona Municipal Water Users Association (“Sponsor”) expects from the University of New Mexico (“University”) in creating and providing a Water Loss Control Training & Technical Assistance Program for its participating members. The scope of the Program will include three general stages lasting roughly one year in total with primary focus on the second and third stages. The Sponsor anticipates that seven of its ten members will participate in the program, though that number may change.

- A. The University will host and maintain an electronic means of sharing data, documentation, and report files (e.g., website, SharePoint, Dropbox) between the University and participating utilities
- B. Results of each stage and final program outcomes will be reported by the University and made available electronically to the Sponsor and participating utilities
- C. An in-person meeting at the conclusion of the program will be held to present comprehensive results of Stages 1 – 3 to the participants
- D. The University will structure guidance to encourage participant-led data gathering and experiential learning
- E. The University will guide participating members in engaging multiple departments across the utility
- F. The University will provide direct support to the participants for data gathering. Once the data is gathered, the University will be responsible for a deeper analysis of the compiled data to provide expert recommendations on finding issues and to alleviate a heavy time burden on participants
- G. The University will endeavor to engage participants as thoroughly as possible to ensure that the Tasks & Requirements of this Exhibit are fulfilled. If cooperation from a participating utility is hindering advancement of the Program, concerns will be brought to the Sponsor and a resolution identified. In the event of unreasonable time-delays due to non-responsiveness from a participating utility, the University will complete the particular Task or deliverable with the most current information to the fullest extent possible.

2. Stage 1 Tasks & Requirements

- A. The University shall conduct an introductory webinar with the participants to initiate the first phase of data gathering. Information presented during the first meeting will include but not be limited to:
 - i. American Water Works Association (AWWA) M36 water loss audit methodology including steps to build a water balance and assign data validity grades
 - ii. Establishing a cross-functional water loss control group or task force
 - iii. How to access and use the AWWA Free Water Audit Software v5.0 (2014)
 - iv. Data required to complete a water audit following the AWWA M36 Top-down approach
 - v. Free resources available to aid utility staff in completing a water audit

- vi. Data and documentation required to complete a Level 1 Water Audit Validation as detailed by the Water Research Foundation's "Level 1 Water Audit Validation: Guidance Manual" (2016)
- B. Following the introductory webinar, the University shall conduct two in-person Orientation Meetings to address questions and issues members have as they complete their water balances and Level 1 water audit validation.
- i. First Orientation Meeting – AWWA M36 water loss audit methodology including steps to build a water balance will include content such as, establishing a water loss task force, accessing the AWWA Free Water Audit Software, data collection needs, determining which data is the most critical, and potential data collection issues. The participants will also be asked to share their past experiences with the use of the audit and data collection.
 - ii. Second Orientation Meeting – AWWA M36 water loss audit methodology assigning data validity grades. Basics of M36 Data Validation and Grading will be discussed including the use of University Tools for data validation and as detailed by the Water Research Foundation's "Level 1 Water Audit Validation: Guidance Manual" (2016)
- C. The University shall conduct an in-person workshop to address questions and issues members have as they work to complete the water balances and water audit validations. The in-person workshop will be organized based on the feedback the University receives from participants after each orientation meeting. The workshop may include:
- i. Discussing options for "missing" data or questions about data sources
 - ii. Reviewing data entry for accuracy
 - iii. Discussing data validation options and inputs
 - iv. Reviewing data validation for accuracy
- D. The University shall provide technical assistance to participating utilities as needed throughout Stage 1 to address data collection, data validation, water audit data entry, or water loss auditing questions or concerns.
- E. The University shall submit a Report to the Sponsor after completion of the Stage 1 Tasks. Report 1 shall include:
- i. All materials used in the orientation meetings and first in-person workshop including agendas, lecture materials, pre-training assessments, and data compilation and grading workshops.
 - ii. A water balance for each utility based on available data developed by each utility and the University
 - iii. A Level 1 water audit validation for each utility
 - iv. Data sources for each utility
- F. Stage 1 will be deemed complete when the Stage 1 Tasks have been completed, all actively participating utilities have, to the best of their ability and with the data available to them, successfully completed a replicable water balance and Level 1 water audit validation, and

the Sponsor has confirmed that Report 1 reasonably meets all requirements outlined in Task E.

3. Stage 2 Tasks & Requirements

- A. The University shall provide an introductory webinar to initiate Stage 2 which summarizes all activities completed in Stage 1 and to introduce data needs for Stage 2 and 3.
 - i. Utilities shall be provided with information on Stage 1 data collection efforts, what needs to be improved upon, what changes might be made over time and what will be needed for Stage 2 and 3 efforts.
 - ii. More advanced data analysis shall be introduced to include topics such as a statistical analysis comparison between similar users, statistical comparison between meter calibrations, plans for growth, infrastructure changes such as district metering (and understanding the costs vs. benefits) and other non-economic considerations.
- B. The University shall provide technical assistance to the participants for data validation and component analysis. Technical assistance is available both before and after the workshop to address any data issues and to proceed with data validation and component analysis.
- C. The University shall conduct a Stage 2 training workshop to help participants develop a better understanding of what is causing their real and apparent water loss. The workshop will include discussion and/or training on:
 - i. Water loss control activities as well as supplemental data that can support water loss control activities
 - ii. Addressing various types of water loss, including real water loss and apparent water loss
 - iii. Non-revenue water
 - iv. Leakage component analysis, water meeting billing analysis, and meter performance data analysis
 - v. Industry standard key performance indicators
- D. The University shall submit a Report to the Sponsor after completion of the Stage 2 Tasks. Report 2 will include, for each participating utility:
 - i. Leakage component analysis
 - ii. Water meter billing analysis
 - iii. Meter performance analysis
 - iv. Water loss profiling
 - v. An advanced validation as detailed by the Water Research Foundation's "Level 1 Water Audit Validation: Guidance Manual" (2016)
 - vi. Participant evaluations
 - vii. All materials from Stage 2 trainings as well as a summary of all participant activities and associated technical assistance

The University will complete each analysis, water loss profile, and advanced validation based upon the available data. Where data is not available, the University will perform the

analysis to the fullest extent possible, document data gaps, and provide recommendations for developing the required data for future audits.

- E. Stage 2 will be deemed complete when the Stage 2 Tasks & Requirements have been completed, and the Sponsor has confirmed that Report 2 reasonably meets all criteria listed in Task D.

4. Stage 3 Tasks & Requirements

- A. The University shall provide an introductory webinar to initiate Stage 3, if requested by the Sponsor or participating utilities.
- B. The University shall conduct a training workshop that includes discussion of the economics of water loss, incorporating methods for determining the economic level of leakage.
 - i. Participants will learn how to tabulate all costs for the utility to deliver one unit of water.
 - ii. The class will discuss whether a utility should use the consumer rate or variable production rate analysis provided by the software and will also discuss factoring in the societal and environmental aspects of the economic impacts of water loss.
- C. After the training workshop, the University shall provide remote assistance to the participants, and will remotely complete the data analysis for Stage 3. Remote assistance will include support with understanding and calculating Economic Loss Level, data gap analysis (with suggestions for further data development), process/operations gap analysis (with suggestions for SOP creation/improvement), and development of utility-specific water loss control strategies and talking points for management and public consumption.
- D. The University shall provide a guidance document to the participants that will highlight the development of a timeline to conduct the audit again the following year. The guidance document will also establish best management practices for communicating water loss audit processes and findings to executive management and the public.
- E. The University shall submit a Report to the Sponsor after completion of the Stage 3 Tasks. Report 3 will include:
 - i. An economic level of loss calculation for each utility based on the available data
 - ii. Utility-specific recommendations for water loss control interventions and strategies
 - iii. A suggested timeline for future audits
 - iv. A list of resources available to help meet water loss goals in the future
 - v. All materials from Stage 3 trainings as well as a summary of all water utility activities and associated technical assistance
- F. Stage 3 will be deemed complete when the Stage 3 Tasks & Requirements have been reasonably completed, and the Sponsor has confirmed that Report 3 reasonably meets all requirements listed in Task E.

5. Program Conclusion Tasks & Requirements

- A. The University shall hold a Program Conclusion Meeting to present the overall program outcomes and major findings.
- B. The University shall submit to the Sponsor a Final Report that will encompass all activities, workshops and technical assistance performed over the 12-month period as well as feedback from participants and recommendations for future audits. The Final Report will include:
 - i. The overall program outcomes and major findings including a detailed description of the training and technical assistance provided at each of the three stages of the project. All materials from the trainings will be included in this report as well as a detailed log of the technical assistance provided and the number of hours and the recipients.
 - ii. The water audit results for each participating utility in a summary table along with their data validation results. The table and additional summary of the results will include data analysis for the water loss components of each participating utility.
 - iii. Individual summaries of each utility's audit and areas where they struggled (i.e. missing, incomplete, or likely inaccurate data) as well as recommendations for future water audits and future water loss control implementations specific to each utility.
 - iv. Evaluation forms for all participants will be given out after stages 1 and 2. The feedback from these evaluations will be included in the final report. There will also be an evaluation given to all participants after the program is complete. The University will work with the Sponsor to design the appropriate questions for the evaluation form and include the feedback in the final report.
 - v. A debrief of the program detailing what goals were met, what are the biggest issues the participants face and where there were challenges in the program.
 - vi. Recommendations for future water loss control activities, any on-going training recommendations, and suggestions for the best way AWMUA can support the participating utilities moving forward.
 - vii. Recommendations for implementing water loss control trainings, programs, and activities throughout the State of Arizona, based upon the outcomes and lessons learned of this Program, as well as the institutional knowledge and experience of the University.
- C. The Program Conclusion Stage will be deemed complete when the Program Conclusion Tasks & Requirements have been completed, and the Sponsor has confirmed that the Final Report reasonably meets the requirements of Task B.

EXHIBIT B

BUDGET & TIMELINE

1. The University will complete the Statement of Work described in Exhibit A according to the schedule outlined in Table 1. If a target date cannot be met, the University will consult with the Sponsor to identify a mutually agreeable resolution regarding how to complete the Task.
2. Once a Task has been deemed complete by the Sponsor, the University will submit an invoice in the amount associated with the Task as shown in Table 1.

Table 1

Stage	Task	Target Date	Payment
1	A. Introductory Webinar	2/12/20	
	B.(i) First Orientation Meeting	2/28/20	
	B.(ii) Second Orientation Meeting	4/15/20	
	C. Stage 1 In-person Workshop	5/15/20	\$40,000
	D. Stage 1 Technical Assistance	Ongoing, as needed	
	E. Submit Report 1	6/30/20	\$40,000
2	A. Stage 2 Introductory Webinar	6/15/20	
	B. Stage 2 Technical Assistance	Ongoing, as needed	
	C. Stage 2 Training Workshop	7/15/20	\$40,000
	D. Submit Report 2	9/15/20	\$50,000
3	A. Stage 3 Introductory Webinar (Optional)	TBD	
	B. Stage 3 Training Workshop	9/30/20	
	C. Stage 3 Technical Assist. & Data Analysis	11/30/20	
	D. Guidance Document	11/30/20	
	E. Submit Report 3	11/30/20	\$55,000
Program Conclusion	A. Program Conclusion Meeting	12/15/20	
	B. Submit Final Report	1/30/21	\$60,000
Total			\$285,000

3. Notices, correspondence, reports, and invoices from the University to the Sponsor shall be sent to:

Patrick J. Adams
 Arizona Municipal Water Users Association
 3003 North Central Avenue, Suite 1550
 Phoenix, AZ 85012
 Phone: (602) 248-8482
 Email: padams@amwua.org

BOARD OF DIRECTORS
INFORMATION SUMMARY
January 30, 2020

Update on the Governor's Water Council and ADWR Management Plans

ANNUAL PLAN REFERENCE

Achieving Safe-Yield

Evaluate and pursue our members' contribution towards achieving and maintaining safe-yield and prepare for the critical water management issues beyond 2025.

- Governor's Water Augmentation, Innovation and Conservation Council – Actively participate to protect and promote our members' perspectives.
- Strategic Aquifer Protection – Work with ADWR and relevant stakeholders to build support for Strategic Aquifer Protection ideas to be incorporated into the Management Plan for the Phoenix AMA.

Strategic Plan: Objectives – Advocate for Solutions; Safeguard Water Supplies, Reinforce Groundwater Management, Prepare for Impacts of Drought & Shortage, Augment Supplies, Initiate Post-2025 Water Policy; Collaboration – Arizona Department of Water Resources, Salt River Project, Central Arizona Project, Water Community, Business Community

SUMMARY

The purpose of this agenda item is to provide an opportunity for discussion if there are developments with the Governor's Water Council and/or the ADWR's Fourth and Fifth Management Plans.

RECOMMENDATION

The AMWUA Board of Directors is encouraged to ask questions and discuss any updates presented regarding the Governor's Water Council and ADWR's management plan efforts.