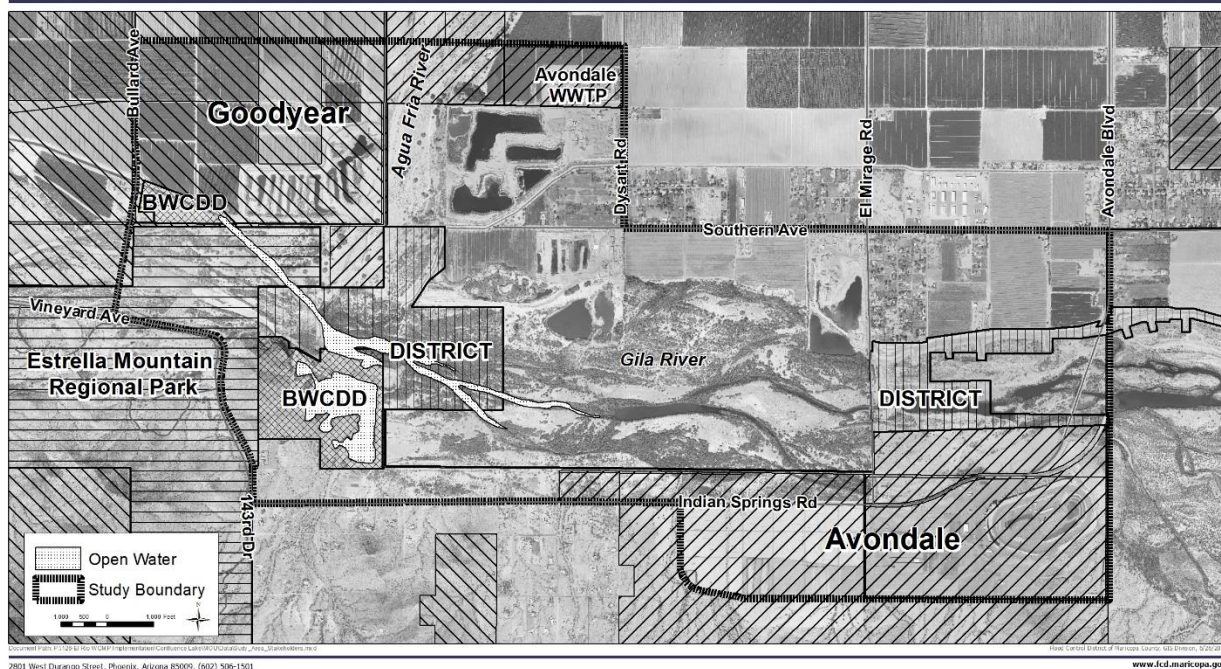


NON-BINDING MEMORANDUM OF UNDERSTANDING FOR THE CONCEPTUAL DESIGN OF THE EL RIO LAKE AT THE CONFLUENCE OF THE AGUA FRIA AND GILA RIVERS

This Non-Binding Memorandum of Understanding (“MOU”) is entered into as of the date of the last signature set forth below, by and among the following parties, hereinafter called the PROJECT PARTNERS: Buckeye Water Conservation and Drainage District (“BWCDD”); City of Avondale (“AVONDALE”); City of Goodyear (“GOODYEAR”); Flood Control District of Maricopa County (“DISTRICT”); and Maricopa County, to be administered by its Parks and Recreation Department (“COUNTY”).



Gila Agua Fria Confluence Lake
Exhibit A: Study Area



Background

The DISTRICT, in cooperation with the PROJECT PARTNERS, developed the El Rio Watercourse Master Plan (the “WCMP”) in 2006.

The WCMP is a blueprint for flood mitigation, economic development, recreational amenities and habitat restoration on the Gila River between its confluence with the Agua Fria River and SR 85.

Building on the WCMP, the DISTRICT, COUNTY and the Cities of AVONDALE, GOODYEAR and Buckeye cooperated in the development and approval in 2016 of the El Rio Design Guidelines and Planning Standards to supplement current development regulations with techniques that can increase awareness and appreciation of, as well as access to, the Gila River.

The creation of the El Rio Lake ("LAKE") is one of many recommendations developed as part of the WCMP. WCMP implementation activities have indicated the potential for previously mined areas adjacent to the river to capture sediment loads during flood events and thus endanger critical infrastructure both upstream and downstream by erosion and headcutting. By providing grade control and sediment management, the LAKE would offer important public safety benefits.

The LAKE study site consists of approximately 250 acres located at the confluence of the Agua Fria and Gila Rivers near the northwest corner of Litchfield Road and Indian Springs Road, as shown on Exhibit A. Through an initial conceptual planning process that considered many variables and alternatives, a multi-lake scenario was selected by PROJECT PARTNERS as the preferred design alternative with portions of the LAKE site incorporating the existing BWCDD impoundment.

The LAKE is envisioned as a demonstration project of components for the overall WCMP and El Rio Design Guidelines and Planning Standards. These components will include flood control elements, riparian habitat and river function enhancements, and active and passive recreational facilities developed through local and Federal partnerships. The LAKE will support water conservation by controlling invasive salt cedar in the vicinity of existing and future impoundment facilities near the confluence, which consumes much more water than native vegetation. The knowledge gained by the development of the LAKE will help determine the most effective methods for integrating non-structural and soft-structural flood control elements into future flood mitigation projects along the Gila River.

The proposed features include creation of approximately 200 surface acres of open water; a grade control structure and other flood control features; an irrigation water takeout structure and replaceable earthen dam; active and passive recreational features and other amenities; planting native vegetation and improving wildlife habitat.

Implementation of the LAKE will provide the following benefits:

- Stabilization of riverbed elevations, reducing potential erosion and damage to upstream and downstream infrastructure
- Protection of future and existing development and infrastructure from flood hazards, especially scour and headcutting resulting from stream capture by previously mined areas
- Creation of a regional county park amenity for boating, recreation, bird watching and tourism
- Secured, reliable impoundment for BWCDD water supply with capacity for increased water storage

- Water conservation due to facilitated management of invasive salt cedar near the BWCDD impoundment
- Increased development opportunities for adjacent properties
- Preservation and restoration of some of the Gila River's natural functions and native riparian habitat
- Educational opportunities for schools, community groups and other organizations
- Heightened regional awareness of the Gila River and the importance of water conservation and river management

Purpose

The purpose of this MOU is to identify and define the benefits, opportunities and responsibilities of the PROJECT PARTNERS with regard to the preparation of a conceptual design of the preferred alternative Multi-Lake Scenario of the LAKE project. Additionally, this MOU will identify public outreach responsibilities for each PROJECT PARTNER as conceptual design efforts move forward.

The conceptual design process will develop preliminary concept schematics, identify opportunities for adjacent development and include public outreach efforts. This process will also provide a review of current property ownership and jurisdictional issues in order to assess the feasibility of alternative project ownership scenarios and estimate future project eligibility for grant funding opportunities as well as future project operations and maintenance responsibilities.

Understanding of the Parties

The DISTRICT will:

- Fund and manage consultants' efforts in the preparation of preliminary concept schematics to include river stabilizing structures, subject to the availability of funding to the District. This includes, but is not limited to, day-to-day tasks such as responding to data requests, public involvement activities, scheduling meetings, interagency coordination, conducting work-product reviews, obtaining necessary rights-of-entry and providing review of preliminary concept schematics for any levees, diversion structures, or grade control features.
- Be responsible for contract administration and payment to consultants for work performed in accordance with the contract documents.
- Develop consultant scopes of services for flood control elements of the plan.
- Conduct public and stakeholder involvement activities in close coordination with each PROJECT PARTNER.
- Provide interim and final project submittals from consultants to the PROJECT PARTNERS for review and comment.

- Fully include the PROJECT PARTNERS in the development of consultant scopes of services and project milestone meetings.
- Review and provide comments on interim and final project submittals within three (3) weeks of receipt of the submittals.
- Fully and actively participate, including sharing data and attending scoping, consultant progress, stakeholder and public meetings.

The COUNTY will:

- Review and provide comments on interim and final project submittals within three (3) weeks of receipt of the submittals.
- Fully and actively participate, including sharing data, providing timely review and processing of permit applications and attending scoping, consultant progress, stakeholder and public meetings.
- Provide, at no cost, right-of-entry over property owned by the COUNTY located within the bounds of the study area during project planning and design phases

The BWCDD will:

- Review and provide comments on interim and final project submittals within three (3) weeks of receipt of the submittals.
- Fully and actively participate, including sharing data, providing timely review and processing of permit applications, and attending scoping, consultant progress, stakeholder and public meetings.
- Provide, at no cost, right-of-entry over property owned by the BWCDD located within the bounds of the study area during project planning and design phases.

The City of AVONDALE will:

- Review and provide comments on interim and final project submittals within three (3) weeks of receipt of the submittals.
- Fully and actively participate, including sharing data, providing timely review and processing of permit applications, and attending scoping, consultant progress, stakeholder and public meetings.
- Provide guidance and assistance in the notification procedures and facilitation of any public or stakeholder meeting(s) conducted within the City of Avondale.
- Provide, at no cost, right-of-entry over property owned by the City located within the bounds of the study area during project planning and design phases.

The City of GOODYEAR will:

- Review and provide comments on interim and final project submittals within three (3) weeks of receipt of the submittals.
- Fully and actively participate, including sharing data, providing timely review and processing of permit applications, and attending scoping, consultant progress, stakeholder and public meetings.
- Provide guidance and assistance in the notification procedures and facilitation of any public or stakeholder meeting(s) conducted within the City of Goodyear.
- Provide, at no cost, right-of-entry over property owned by the City located within the bounds of the study area during project planning and design phases.

The PROJECT PARTNERS will together:

Support and work cooperatively in the conceptual design process from initiation of preliminary concept schematics through the vetting and completion of conceptual plans, and support and assist in public and stakeholder outreach efforts.

Miscellaneous Provisions

No Cost Reimbursements/Obligations: The PROJECT PARTNERS will not be reimbursed for internal personnel or administrative costs expended for the development of the LAKE project or related public outreach and project implementation.

Non-Binding Effect of MOU: The PROJECT PARTNERS acknowledge and understand that this document is a non-binding statement of support and intention and shall not in any way limit the legislative discretion or policies and procedures of any of the PROJECT PARTNERS regarding commitment of resources or consideration of future participation in activities or agreements related to the WCMP.

Ancillary Lake Benefits: Participation of the PROJECT PARTNERS in the detailed design of ancillary LAKE benefits will be at the discretion of the PROJECT PARTNERS and will not be funded and managed by the PROJECT PARTNERS following completion of conceptual design unless agreed to in writing by the PROJECT PARTNERS.

Land Use Entitlements and Approvals: The execution of this MOU by the PROJECT PARTNERS does not, nor is it intended to, rezone any property. All property owners must obtain all applicable regulatory approvals, including rezoning, if necessary, which approvals are at the discretion of the regulatory bodies having jurisdiction.

Term; Termination: This MOU shall be effective when executed by all parties hereto and shall remain in effect until terminated by any party, with or without cause, at

any time upon written notice to the other parties. This MOU is subject to A.R.S. §38-511, the provisions of which are incorporated herein by this reference.

Program Continuation Subject to Appropriation: Participation in this MOU does not imply any financial obligation or commitment on behalf of the PROJECT PARTNERS.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the dates set forth below:

CITY OF AVONDALE

Mayor Date

ATTEST:

City Clerk Date

CITY OF GOODYEAR

Mayor

Date

ATTEST:

City Clerk

Date

BUCKEYE WATER CONSERVATION AND DRAINAGE DISTRICT

Board President

Date

MARICOPA COUNTY

Chairman

Date

ATTEST:

Clerk of the Board

Date

Approve as to FORM:

County Attorney

Date

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY BOARD OF DIRECTORS

Chairman

Date

ATTEST:

Clerk of the Board

Date

Approve as to FORM:

General Counsel

Date