

**LBDGP IMPLEMENTATION PLAN:
INTERGOVERNMENTAL AGREEMENT
FOR WATER STORAGE
BETWEEN
CITY OF GOODYEAR,
MARICOPA-STANFIELD IRRIGATION DRAINAGE DISTRICT,
AND THE ARIZONA DEPARTMENT OF WATER RESOURCES**

1. PARTIES:

This LBDGP Implementation Plan: Intergovernmental Agreement for Water Storage (“Agreement”) is made and entered into as of this ____ day of _____, 2019, by and among the CITY OF GOODYEAR, an Arizona municipal corporation (“City”), the MARICOPA-STANFIELD IRRIGATION DRAINAGE DISTRICT, a political subdivision of the State of Arizona (“District”), and the ARIZONA DEPARTMENT OF WATER RESOURCES (“ADWR”). City and District are referred to individually as “Storing Party” and collectively as “Storing Parties;” City, District, and ADWR are referred to collectively as “Parties.”

2. RECITALS:

- 2.1 The State of Arizona (“Arizona”), acting through ADWR, is a party to the Lower Basin Drought Contingency Plan (“LBDGP”), which is designed to address falling elevations in Lake Powell and Lake Mead.
- 2.2 In connection with the LBDGP, various Arizona parties are entering into agreements and arrangements that, taken together, are intended to partially “mitigate” the impacts of the LBDGP on lower-priority Central Arizona Project (“CAP”) water users as the LBDGP is implemented (the “Arizona DCP Implementation Framework”). ADWR is participating as a party in a number of these agreements in order to ensure that the Arizona DCP Implementation Framework is carried out as intended. This Agreement is one of those agreements that addresses a portion of the mitigation water that would be delivered under the Arizona DCP Implementation Framework.
- 2.3 District is an irrigation and drainage district located in the Pinal Active Management Area (“Pinal AMA”) and Pinal County, Arizona. District landowners hold valid irrigation grandfathered groundwater rights that authorize them to use groundwater for irrigation on an annual basis.
- 2.4 City is a municipal corporation that operates a municipal utility and serves water to customers within its service area. City is legally entitled to CAP water through various contracts and agreements with the Central Arizona Water Conservation District (“CAWCD”) and other parties, and has need to store some of this CAP water in Arizona in anticipation of future water shortages.

- 2.5 Pursuant to Arizona Revised Statutes (“A.R.S.”) § 45-812.01, District holds a Groundwater Savings Facility (“GSF”) Permit, No. 72-531831.0005 for the [Groundwater Savings Facility Name] (the “District’s GSF”). The GSF Permit allows District to receive CAP water from other parties for delivery to, and use on, District lands in lieu of groundwater that otherwise would have been used, which groundwater savings may create long-term storage credits (“LTSCs”) for the other party in accordance with A.R.S. § 45-852.01.
- 2.6 Under this Agreement, City would store some of its CAP water at District’s GSF during Tier 1 Shortage Conditions and Tier 2a Shortage Conditions, if such condition(s) occur during 2020, 2021, and 2022. Other similar agreements between certain storing entities and certain CAP agricultural districts, in the approximate volumes and amounts provided in **Exhibit A**, are also being entered into. Pursuant to the Arizona DCP Implementation Framework, these storage deliveries, collectively, would provide a portion of the 105,000 acre-feet of mitigation water that agricultural users would receive under a Tier 1 Shortage Condition, and the 70,000 acre-feet of mitigation water that agricultural users would receive under a Tier 2a Shortage Condition, while allowing the storing entities to accrue LTSCs in accordance with Arizona Revised Statutes, Title 45, Ch. 3.1.
- 2.7 City’s ability and willingness to enter into this Agreement is contingent upon signature by the Director of ADWR of the “Agreement Concerning Colorado River Drought Contingency Management and Operations” and the “Lower Basin Drought Contingency Plan Agreement.”
- 2.8 In the “LBDCP Implementation Plan: Agreement to Exchange Long-Term Storage Credits Between Arizona Water Banking Authority and City of Avondale; City of Chandler; City of Goodyear; City of Peoria; City of Phoenix; City of Scottsdale; City of Tucson; Freeport Minerals Corporation; and EPCOR Water Arizona Inc.” (hereinafter, the “LTSC Exchange Agreement”), the Arizona Water Banking Authority (“AWBA”) has committed to exchange with City on a one-for-one basis LTSCs earned under this Agreement for LTSCs held by the AWBA which may be recovered in the Phoenix Active Management Area (“Phoenix AMA”).
- 2.9 Pursuant to the terms of the LTSC Exchange Agreement, ADWR may, at its option, arrange for the delivery of an alternative water supply to District, without any increase in cost to the District, that would substitute for all or a portion of City’s planned storage at District’s GSF, thereby reducing the amount of LTSCs that would be exchanged with City by AWBA pursuant to the LTSC Exchange Agreement.
- 2.10 District is willing to accept and deliver for irrigation use on District lands City’s CAP water in lieu of groundwater that would otherwise be used on such lands.

2.11 The Parties are authorized by A.R.S. § 11-952 to enter into this Agreement.

3. AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

4. INCORPORATION OF RECITALS:

The Recitals listed above are hereby incorporated into and expressly made a part of this Agreement.

5. DEFINITIONS: The terms defined in A.R.S. §§ 45-402 and 45-802.01 shall have the same meanings in this Agreement. In addition, the following terms have the following meanings for purposes of this Agreement:

5.1 “CAP water” means Colorado River water delivered through the Central Arizona Project under the authority of the Colorado River Basin Project Act, Pub. L. 90-537, 82 Stat. 885 (1968), which City has the legal right to use and/or store.

5.2 “Delivery” or “delivered” means CAP water ordered by City and made available to District at existing designated CAP delivery turnouts specified by District and received by District.

5.3 A “Tier 1” shortage condition means a calendar year for which the water elevation behind Hoover Dam is projected on January 1 of that year to be below 1,075 feet, but above 1,050 feet, and during which the Secretary of the Interior has determined that a Tier 1 shortage condition will exist under the LBDP. For the purpose of this definition, “projected on January 1” means the projection based on the 24-Month Study that is conducted in August of the previous year. The 24-Month Study is the operational study that reflects the current Annual Operating Plan that is updated each month by the United States Bureau of Reclamation (“USBR”) to project future Colorado River reservoir contents and releases.

5.4 A “Tier 2a” shortage condition means a calendar year for which the water elevation behind Hoover Dam is projected on January 1 of that year to be below 1,050 feet, but above 1,045 feet, and during which the Secretary of the Interior has determined that a Tier 2a shortage condition will exist under the LBDP. For the purpose of this definition, “projected on January 1” shall have the same meaning set forth in Subsection 5.3.

5.5 “Turnout” means existing designated CAP delivery turnouts specified by District.

6. SCOPE OF SERVICE:

This Agreement is limited to: (i) City arranging for delivery of CAP water to District at turnouts for District's use, subject to ADWR's right to substitute an alternative water supply for delivery to District pursuant to the terms of the LTSC Exchange Agreement; and (ii) District's distribution of City's CAP water for use on District lands, consistent with A.R.S. §§ 45-801.01 *et seq.*, in lieu of groundwater that otherwise would have been used for irrigation on those lands.

7. EFFECTIVE DATE AND TERM:

7.1 This Agreement shall become effective when all of the following have occurred:

7.1.1 The "Agreement Concerning Colorado River Drought Contingency Management and Operations" and the "Lower Basin Drought Contingency Plan Agreement" have been executed by the Director of ADWR pursuant to S.J.R. 1001, 2019 Ariz. Leg. Serv. Ch. 2 (West), and have become effective according to their terms by January 1, 2020.

7.1.2 The "Arizona Lower Basin Drought Contingency Plan Framework Agreement" has been executed by the United States of America represented by the Secretary of the Interior acting through the Regional Director of the Lower Colorado Region of the Bureau of Reclamation, the State of Arizona acting through the Arizona Department of Water Resources, the Arizona Water Banking Authority, the Central Arizona Water Conservation District, and the Gila River Indian Community and has become effective according to its terms.

7.1.3 The LTSC Exchange Agreement has been executed, allowing for the exchange on a one-for-one basis of LTSCs earned in the Pinal AMA under this Agreement for LTSCs held by the AWBA in the Phoenix AMA, and such agreement has become effective according to its terms.

7.1.4 The "Agreement among the United States of America represented by the Secretary of the Interior acting through the Regional Director of the Lower Colorado Region of the Bureau of Reclamation, the Arizona Department of Water Resources, the Arizona Water Banking Authority, the Central Arizona Water Conservation District, the Gila River Indian Community, City of Chandler, Town of Gilbert, City of Glendale, City of Mesa, City of Phoenix, City of Scottsdale and City of Tempe for the Mitigation of Reductions to CAP NIA Priority Water under the Drought Contingency Plan" ("NIA Mitigation Agreement") has been executed by all parties to that agreement, and such agreement has become effective according to its terms.

7.2 This Agreement shall terminate on the earliest of the following:

7.2.1 December 31, 2022.

7.2.2 The sixtieth day following receipt by City of notice from District terminating the Agreement.

- 7.3 Notwithstanding the other provisions of this Section 7, City may terminate this Agreement if: (a) CAWCD, in breach of the NIA Mitigation Agreement, fails to schedule and/or deliver CAP water to City sufficient to meet the full CAP water orders of City pursuant to all City subcontracts, exchange agreements, and leases of NIA-priority, M&I priority, and Indian priority CAP water, or (b) a substantive change in law prevents City from delivering water for storage purposes or from accruing LTSCs for water delivered in accordance with A.R.S., Title 45, Ch. 3.1.
- 7.4 Termination of this Agreement does not relieve either Storing Party of its obligations to make payments due pursuant to this Agreement.

8. DUTIES OF DISTRICT:

- 8.1 District shall maintain the effectiveness of GSF Permit No. 72-531831.0005 at all times and renew the permit as necessary. City has no obligation to deliver CAP water to District at any time GSF Permit No. 72-531831.0005 is not in effect. District shall have the sole responsibility to pay for all application, renewal, and any other administrative fees applicable to the maintenance or renewal of the GSF Permit. District shall be responsible for filing reports required by or for the GSF Permit. District shall notify City immediately if (1) District receives a notice that ADWR intends to amend or revoke the GSF permit, (2) District elects to submit an application to amend the GSF Permit, (3) District elects not to renew the GSF Permit, or (4) District receives notice from ADWR that a volume of water stored at the GSF is ineligible for storage or for accrual of LTSCs.
- 8.2 District shall provide CAP water delivered pursuant to this Agreement to its landowners for irrigation use to replace, on a gallon-for-gallon basis, pumped groundwater.
- 8.3 District shall comply with A.R.S. §§ 45-801.01 *et. seq.* and take all steps reasonably necessary to ensure that City's water storage at District's GSF accrues LTSCs.
- 8.4 Upon request by City, District shall complete a Facility Consent Form, or other similar document, granting consent to City to store CAP water at District's GSF and otherwise cooperate with the City obtaining a water storage permit associated with District's GSF.
- 8.5 By September 1 of each year, District shall notify City of the amount of CAP water it desires to have delivered under this Agreement for the following year, not to exceed the amount specified in **Exhibit A**.
- 8.6 District is under no obligation to use the full amount of CAP water available from City pursuant to Subsection 9.3 and may reduce the amount scheduled for delivery during the year as its water needs dictate. District shall provide written notice to City, with a copy to ADWR, as soon as practicable if it reduces scheduled CAP water deliveries during the year so that City can re-direct such refused CAP water delivery as determined by City.
- 8.7 District shall pay to City the pumping energy rate charged by CAWCD for delivery of CAP water to District's turnouts. District shall remit to City the pumping energy rate associated

with the previous month's CAP water delivery by the end of the month following the month during which the CAP water was delivered.

- 8.8 District shall be solely responsible for delivery of CAP water within its own delivery system. City shall neither be charged a transportation fee nor be assessed transportation losses for CAP water delivered pursuant to this Agreement.
- 8.9 By the fifteenth (15th) day of each month, District shall provide City a report that specifies the total amount of CAP water received by District and the total amount of CAP water stored by District pursuant to this Agreement during (i) the prior calendar month and (ii) the calendar year to date, inclusive of the prior calendar month.
- 8.10 District acknowledges the interruptible nature of CAP water provided under this Agreement. City shall not be liable for any damages to District resulting from curtailment, interruptions, discontinuances, or reductions in the delivery of CAP water that are beyond the control of City.
- 8.11 District acknowledges that it has no claim or right to any LTSCs accrued pursuant to this Agreement, and all such LTSCs are the sole property of City, which has the right to recover, sell, transfer, gift, lease, exchange or assign any LTSCs in accordance with Arizona law.

9. DUTIES OF CITY:

- 9.1 City shall apply for and use all reasonable efforts to obtain and maintain a water storage permit from ADWR that allows storage of CAP water at District's GSF for the purposes of CAP Agricultural Mitigation Deliveries. City shall bear all expenses of obtaining and maintaining a water storage permit.
- 9.2 City shall use its existing contracts to deliver CAP water to District for use as in lieu water.
- 9.3 Upon obtaining the necessary water storage permit from ADWR, City shall include the amount of CAP water specified for delivery by District in accordance with Subsection 8.5 in its annual CAP water order with CAWCD, subject to both of the following:
 - 9.3.1 Pursuant to the terms of Paragraph 6.2.2 of the LTSC Exchange Agreement, if the Director of ADWR provides timely notice to the Storing Parties that the Director will reduce the number of LTSCs available to City for exchange for water storage that occurs during 2020, 2021, or 2022, City will reduce its CAP water order for District under this Agreement for that year by the amount of the LTSC exchange reduction specified by the Director.
 - 9.3.2 City shall deliver CAP water under this Agreement only during a year for which a Tier 1 shortage condition or a Tier 2a shortage condition will exist under the LBDCP.

- 9.4 By September 15, City shall notify District, with a copy to ADWR, of the amount of CAP water that will be available for delivery to District under this Agreement during the following year based on the provisions in Section 9.3.
- 9.5 City shall be solely responsible to pay CAWCD for all costs of CAP water pursuant to this Agreement, subject to District's reimbursement of the energy costs to City specified in Subsection 8.7.
- 9.6 City acknowledges that ADWR may determine that certain water losses incurred during delivery of CAP water within District's delivery system may reduce the amount of LTSCs accrued by City.
- 9.7 City acknowledges and agrees that damages would not be an adequate remedy for any breach of Section 9.3 and the remedy of prohibitory injunction is appropriate and may be sought for any threatened or actual breach of any provision of Section 9.3; provided however, that District shall not be entitled to special, consequential, or other damages.

10. RECOVERY OF WATER:

The Parties acknowledge that the recovery of water saved underground in District's GSF pursuant to this Agreement is beyond the scope of this Agreement, and that the recovery of such water shall be the sole responsibility of City.

11. WATER QUALITY:

No Party guarantees the quality of water delivered, received or used pursuant to this Agreement. City is under no obligation to construct or furnish water treatment facilities to maintain or improve the quality of any CAP water delivered pursuant to this Agreement, and District is under no obligation to accept any CAP water that does not meet any necessary water quality standards; provided, however, City is under no obligation to replace any water rejected by District. Each Party waives its right to make a claim against the other Parties for the effect of the quality of surface or underground water as a result of this Agreement, unless such effect on water quality is the result of such other Party's negligent or wrongful action or inaction.

12. UNCONTROLLABLE FORCES:

No Party will be considered to be in default in the performance of any of its obligations hereunder (other than obligations to make payments) when a failure of performance is due to uncontrollable forces. The term "uncontrollable forces" shall mean any cause beyond the control of the Party unable to perform such obligation, including, but not limited to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, labor or material shortage, sabotage, terrorism, or restraint by court order or public authority, and action or nonaction by, or failure to

obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Drought and water shortages contemplated by this Agreement are not "uncontrollable forces" for the purposes of this Agreement. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it is involved.

13. NOTICES:

Any notice, demand or request provided for in this Agreement shall be in writing and delivered in person, or sent by registered or certified mail, postage prepaid, to:

DISTRICT:

General Manager
Maricopa-Stanfield Irrigation Drainage District
51630 W. Louis Johnson Drive
Maricopa, AZ 85139

Reference: LBDCP Implementation Plan: Intergovernmental Agreement for Water Storage

CITY:

City Manager
PO Box 5100
190 N. Litchfield Road
Goodyear, AZ 85338

Reference: LBDCP Implementation Plan: Intergovernmental Agreement for Water Storage

ADWR:

Director
Arizona Department of Water Resources
1100 W. Washington Street, Suite 310
Phoenix, AZ 85007

Reference: LBDCP Implementation Plan: Intergovernmental Agreement for Water Storage

14. INDEMNIFICATION:

Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Parties (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of the Indemnitor's performance under this Agreement and resulting in bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence,

misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona and ADWR are self-insured pursuant to A.R.S. § 41-621.

15. HEADINGS:

Title and section headings herein are for reference only and are not part of this Agreement.

16. NO THIRD PARTY BENEFICIARIES:

This Agreement is solely for the benefit of the Parties and does not create, nor shall it be construed to create, rights in any third party. No third party may enforce the terms and conditions of this Agreement.

17. NO PARTNERSHIP AND NO JOINT VENTURE:

Nothing contained in this Agreement shall be construed as creating a partnership or joint venture between or among the Parties hereto. The covenants, obligations, and liabilities contained in this Agreement are intended to be several and not joint or collective, and nothing contained herein shall be construed to create an association, joint venture, agency, trust, or partnership, or to impose a trust or partnership covenant, obligation, fiduciary duty, or liability between or among the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as provided herein.

18. WAIVER:

The waiver by a Party of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition contained herein.

19. DEFAULT AND OPPORTUNITY TO CURE:

No Party shall be in default of any of its obligations under this Agreement if it cures the default within thirty (30) days after receiving written notice thereof from another Party served pursuant to Section 13 hereof.

20. ENTIRE AGREEMENT; MODIFICATION; COUNTERPARTS:

The terms, covenants and conditions of this Agreement constitute the entire Agreement among the Parties, and no understandings or obligations not herein expressly set forth shall be binding upon them. This Agreement may not be modified or amended in any manner unless in writing and signed by all Parties. This Agreement may be executed in three or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. BINDING EFFECT:

All of the provisions of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, legal representatives, successors and permitted assigns.

22. SEVERABILITY:

Should any part of this Agreement be declared, in a final decision by a court or tribunal of competent jurisdiction, to be unconstitutional, invalid, or beyond the authority of a Party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the excised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

23. CONFLICT OF INTEREST:

The Parties to this Agreement are hereby notified of and acknowledge A.R.S. § 38-511 regarding cancellation for conflict of interest.

24. AUTHORITY:

The undersigned representative of each Party certifies that he or she is fully authorized by the Party whom he or she represents to enter into the terms and conditions of this Agreement and to legally bind the Party to it.

25. NO ISRAEL BOYCOTT:

By entering into this Agreement, the District certifies that it is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

26. DISPUTE RESOLUTION.

Except as to requests for injunctive relief between the Storing Parties made pursuant to Section 9.7 of this Agreement:

26.1 The Parties shall attempt to resolve all claims, disputes, controversies, or other matters in question between the Parties arising out of, or relating to, this Agreement promptly, equitably, and in good faith; and

26.2 The Parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518.

27. CHOICE OF LAW.

This Agreement is governed by and shall be construed and interpreted in accordance with Arizona law. Any action to resolve any dispute regarding this Agreement shall be taken in a state court of competent jurisdiction located in Maricopa County, Arizona.

28. ATTORNEYS' FEES

In any action in court between the Storing Parties involving a dispute arising under this Agreement, the prevailing Storing Party shall be entitled to recover its reasonable attorneys' fees and costs incurred therein from the other Storing Party.

29. EQUAL OPPORTUNITY.

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.

30. ATTORNEY REVIEW:

In accordance with A.R.S. § 11-951 *et seq.*, this Agreement has been reviewed by the undersigned attorneys and, as to their respective clients only, each attorney has determined that this Agreement is in proper form and within the power and authority granted under the laws of the State of Arizona.

[signatures on the following pages]

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

**MARICOPA STANFIELD IRRIGATION
DRAINAGE DISTRICT**

By: _____

Name: Bryan Hartman

Title: President

Attest:

By: _____

Name: Kelly Anderson

Title: Secretary

APPROVED AS TO FORM

By: _____

Name: Paul R. Orme

Title: General Counsel

CITY OF GOODYEAR

By: _____

Name: Julie Arendall

Title: City Manager

APPROVED AS TO FORM

By: _____

Name: Roric Massey

Title: City Attorney

ARIZONA DEPARTMENT OF WATER RESOURCES

By: _____
Thomas Buschatzke, Director

Date: _____

APPROVED AS TO FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE
STATE OF ARIZONA TO THE ARIZONA DEPARTMENT OF WATER RESOURCES:

By: _____

Name: _____

Attorney for the Arizona Department of Water Resources

EXHIBIT A

5-6-19version

USF-GSF Transfers Authorized for AWBA Exchange Pursuant to the Arizona DCP Implementation Framework - Tier 1 Conditions

Total Planned GSF Storage Counted towards CAP Agriculture Mitigation						Breakdown of Storage by GSF														
All CAP Agriculture GSFs			Total LTSCs Generated	Total LTSCs Generated/Eligible for AWBA Exchange		CAIDD GSF			MSIDD GSF			Hohokam GSF			Harquahala INA ²			TOTALS		
City/Entity	2020	2021	2022			2020	2021	2022	2020	2021	2022	2020	2021	2022	2020	2021	2022	2020	2021	2022
City of Phoenix	14,600	12,600	12,600	37,810	37,810	10,800	8,800	8,800	2,400	2,400	2,400	1,400	1,400	1,400				14,600	12,600	12,600
City of Scottsdale	5,000	5,000	5,000	14,250	11,400	4,000	4,000	4,000							1,000	1,000	1,000	5,000	5,000	5,000
City of Avondale	3,500	3,500	3,500	9,975	9,975				3,500	3,500	3,500							3,500	3,500	3,500
City of Chandler	2,800	2,800	2,800	7,980	7,980				2,800	2,800	2,800							2,800	2,800	2,800
City of Peoria	5,000	5,000	5,000	14,250	14,250				5,000	5,000	5,000							5,000	5,000	5,000
City of Goodyear	2,000	2,000	2,000	5,700	5,700				2,000	2,000	2,000							2,000	2,000	2,000
City of Tucson ¹	5,000	5,000	5,000	14,250	14,250							5,000	5,000	5,000				5,000	5,000	5,000
EPCOR	3,600	3,600	3,600	10,260	10,260				3,600	3,600	3,600							3,600	3,600	3,600
Freeport-McMoran	5,000	7,000	7,000	18,050	18,050	5,000	7,000	7,000				0	0	0				5,000	7,000	7,000
Total	46,500	46,500	46,500	132,525	129,675	19,800	19,800	19,800	19,300	19,300	19,300	6,400	6,400	6,400	1,000	1,000	1,000	46,500	46,500	46,500

USF-GSF Transfers Authorized for AWBA Exchange Pursuant to the Arizona DCP Implementation Framework - Tier 2(a) Conditions

Total Planned GSF Storage Counted towards CAP Agriculture Mitigation						Breakdown of Storage by GSF														
All CAP Agriculture GSFs			Total LTSCs Generated	Total LTSCs Generated/Eligible for AWBA Exchange		CAIDD GSF			MSIDD GSF			Hohokam GSF			Harquahala INA ²			TOTALS		
City/Entity	2020	2021	2022			2020	2021	2022	2020	2021	2022	2020	2021	2022	2020	2021	2022	2020	2021	2022
City of Phoenix	14,600	14,600	14,600	41,610	41,610	8,800	7,200	7,200	2,400	250	250	3,400	7,150	7,150				14,600	14,600	14,600
City of Scottsdale	5,000	5,000	5,000	14,250	11,400	4,000	4,000	4,000							1,000	1,000	1,000	5,000	5,000	5,000
City of Avondale	3,500	3,500	3,500	9,975	9,975				3,500	3,500	3,500							3,500	3,500	3,500
City of Chandler	2,800	2,800	2,800	7,980	7,980				2,800	2,800	2,800							2,800	2,800	2,800
City of Peoria	5,000	5,000	5,000	14,250	14,250				5,000	5,000	5,000							5,000	5,000	5,000
City of Goodyear	2,000	2,000	2,000	5,700	5,700				2,000	2,000	2,000							2,000	2,000	2,000
City of Tucson ¹	0	0	0	0	0							0	0	0				0	0	0
EPCOR	3,600	3,600	3,600	10,260	10,260				3,600	3,600	3,600							3,600	3,600	3,600
Freeport-McMoran	10,000	10,000	10,000	28,500	28,500	7,000	7,000	7,000				3,000	3,000	3,000				10,000	10,000	10,000
Total	46,500	46,500	46,500	132,525	129,675	19,800	18,200	18,200	19,300	17,150	17,150	6,400	10,150	10,150	1,000	1,000	1,000	46,500	46,500	46,500

¹ Will receive Tucson AMA LTSCs in exchange; all others receive Phoenix AMA LTSCs

² The AWBA will not exchange for credits in the Harquahala INA.