

**Amendment No. 2
to Memorandum of Agreement No. 16-MOA-32-0010
for the Lower Santa Cruz River Basin Study**

Preamble:

THIS AMENDMENT NO. 2 TO AGREEMENT NO. 16-MOA-32-0010, Lower Santa Cruz River Basin Study Memorandum of Agreement, hereinafter called "Amendment No. 2", is entered into by the Southern Arizona Water Users Association (SAWUA), the Arizona Department of Water Resources (ADWR), the Central Arizona Water Conservation District (CAWCD), the Cortaro-Marana Irrigation District (CMID), the Pima Association of Governments (PAG), and the Arizona Board of Regents, on behalf of the University of Arizona, sometimes referred to collectively as the "Non-Federal Partners" and the United States Department of Interior, Bureau of Reclamation (Reclamation).

Explanatory Recitals

WHEREAS, the Non-Federal Partners and Reclamation entered into Memorandum of Agreement No. 16-MOA-32-0010, referred to therein and hereinafter as the "Agreement", for the purpose of working collaboratively to perform the Lower Santa Cruz River Basin Study (Study); and

WHEREAS, the original budget for the Study was \$785,750, with Reclamation providing \$392,750 and the Non-Federal Partners providing a minimum of \$393,000 in in-kind services, and the original date of expiration for the Agreement was February 10, 2019 (three years after the final signature on behalf of the parties to the Agreement); and

WHEREAS, Amendment No. 1 modified the Agreement, increasing the total budget to \$1,435,750, with Reclamation providing \$717,750 and the Non-Federal Partners providing a minimum of \$718,000 in in-kind services, and extended the date of expiration to September 30, 2020; and

WHEREAS, the Non-Federal Partners and Reclamation determined that the work necessary to complete the study will increase the estimated total cost of the Study from \$1,435,750 to approximately \$2,065,750, and will require extension of the term of the Agreement from September 30, 2020 to September 30, 2021; and

WHEREAS, Reclamation will provide an additional contribution of \$315,000 and the Non-Federal Partners will collectively contribute additional in-kind contributions of \$315,000 to be used to fund the additional costs of the Study; and

WHEREAS, the Non-Federal Partners and Reclamation desire to further amend Section II.B of the Agreement to provide for an increase in the estimated total cost of the Study and to specify the obligations of the Non-Federal Partners and Reclamation for the costs exceeding \$1,435,750; and

WHEREAS, the Non-Federal Partners and Reclamation desire to amend Section IV.A of the Agreement to extend the term of the Agreement through September 30, 2021; and

WHEREAS, the Non-Federal Partners and Reclamation desire to further amend Attachment A, Lower Santa Cruz River Basin Study Plan of Study, Section IV.A.6, Schedule and Cost Control and Section VI, Milestone Schedule and Costs; and

WHEREAS, as authorized by Article IV.B. of the Agreement, Reclamation and the Non-Federal Partners agree that a change to the Agreement is necessary and feasible, and desire to further amend the Agreement by having both Parties sign to the agreed upon changes in this Amendment No. 2.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Non-Federal Partners and Reclamation agree as follows:

ARTICLES

I. Effect of Amendment No. 2 on the Agreement

Except as expressly modified by this Amendment No. 2, all terms and conditions of the Agreement remain in full force and effect.

II. Amendments to Section II of the Agreement

Section II, Article B of the Agreement is hereby superseded and replaced with the following:

A. The total cost of this Study is estimated to be \$2,065,750. Reclamation will contribute \$1,032,750 and the Non-Federal Partners will contribute a minimum of \$1,033,000. Reclamation's financial contribution to the Basin Study shall not exceed 50% of the total cost. The Pima Association of Governments' contributions are strictly limited to "in-kind services" and no cash payout or liability will accrue unless otherwise negotiated. The Pima Association of Governments has already contributed its original in-kind commitment of \$73,000 in full and is not obligated to make additional contributions but will continue to engage in the Study through its Environmental Planning Advisory Committee and the Watershed Planning Sub-committee. The Cortaro-Marana Irrigation District's contributions are strictly limited to "in-kind services" and no cash payout or liability will accrue unless otherwise negotiated. All or part of the Non-Federal Partners' share may be provided as in-kind services. Valuation of in-kind services shall be in accordance with 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87).

III. Amendment to Section IV, Article A of the Agreement

Section IV, Article A of the Agreement is hereby amended by replacing "on September 30, 2020" with "on September 30, 2021".

IV. Amended Attachment A, Lower Santa Cruz River Basin Study Plan of Study

is hereby superseded and replaced with "Attachment A to Amendment No. 2, Lower Santa Cruz River Basin Study Plan of Study, revised September 2020" with the following changes:

1) **Section IV.A.6, Schedule and Cost Control:**

The Study will begin after the execution of the Memorandum of Agreement and will continue through September 30, 2021. This Study will consist of the tasks identified in Section V below. Specific costs are identified in Section VI, Milestone Schedule and Costs.

Schedule and cost control measures will be monitored by the Co-Study Managers to ensure that project tasks stay on track and within budget. These measures will include semi-annual reviews of the schedule and budget providing this information to the Project Team along with Reclamation's Basin Study management team in Denver.

- 2) **Section VI, Milestone Schedule and Costs** is hereby replaced by an updated Costs table and Milestone Schedule table presented in "Attachment A to Amendment No. 2, Lower Santa Cruz River Basin Study Plan of Study, revised September 2020".

V. Effective Date

This Amendment No. 1 shall become effective upon execution by the Non-Federal Partners and Reclamation.

IN WITNESS WHEREOF, the Non-Federal Partners and Reclamation hereto have caused this Amendment No. 2 to be executed.

For the Non-Federal Partners

John Kmiec, President
Southern Arizona Water Users Association

Date

For the Non-Federal Partners

Thomas Buschatzke, Director
Arizona Department of Water Resources

Date

For the Non-Federal Partners

Farhad Moghimi, Director
Pima Association of Governments

Date

For the Non-Federal Partners

Patrick Dent, Director of Water Policy
Central Arizona Water Conservation District

Date

For the Non-Federal Partners

Douglas Greenland, General Manager
Cortaro-Marana Irrigation District

Date

For the Non-Federal Partners

on behalf of The University of Arizona

Date

For Reclamation

Terrance J. Fulp, Ph.D.
Regional Director, Lower Colorado Region

Date