Arizona Water Banking Authority

500 North Third Street, Phoenix, Arizona 85004 Telephone 602-417-2418 Fax 602-417-2401

FINAL AGENDA

Wednesday, May 21, 1997 9:30 a.m.

Arizona Department of Water Resources 3rd floor Conference Room

I.	Welcome /	Opening	Remarks
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- II. Adoption of Minutes of April 16th Meeting
- III. Update on Plan of Operation
- IV. Adoption of Proposed Amendment to Plan of Operation
- V. Discussion and Adoption of Avra Valley Agreement
- VI. Discussion of Storage Site Criteria
- VII. Update on Discussions with Mohave County
- VIII. Update on the AWBA Study Commission
- IX. Update on Interstate Issues
- X. Call to the Public
- XI. Adjournment

PLEASE NOTE SCHEDULE CHANGE FOR JUNE MEETING DATE

Monday, June 30, 1997, 9:30 a.m., ADWR (potential date)

THE AWBA WILL NOT HOLD REGULARLY SCHEDULED JULY MEETING (depending on outcome of June meeting)

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Arizona Water Banking Authority at (602) 417-2418 or (602) 417-2455 (TDD). Requests should be made as early as possible to allow time to arrange the accommodation. C:\agenda\052197\final.adg\jgj

^{*}This is a tentative agenda that is subject to change prior to the scheduled meeting date. Please contact the AWBA at (602) 417-2418 24 hours in advance of meeting for final agenda.

ARIZONA WATER BANKING AUTHORITY Draft Minutes

April 16, 1997 Arizona Department of Water Resources

Welcome / Opening Remarks

AWBA meeting was called to order by Chairman Pearson with all members present.

Adoption of March 19th Minutes

The March minutes were adopted as submitted.

Update on Plan of Operation

Jimmy Jayne, Technical Administrator, gave a brief update on recharge facilities:

AGUA FRIA - no capacities available in 1997 / removed from the delivery schedule.

GRUSP - remains off-line due to CAP capacity restraints / 2,000 af stored to-date.

AVRA VALLEY - AWBA staff is working with CAP on a draft Avra Valley agreement.

Cost - \$22.50/af (\$15.00 BKW canal charge / \$7.50 facility fee). Scheduled to begin using June 1.

LOWER SANTA CRUZ - The May 20th Pima County bond election includes a \$6 million levy component of the project, may effect the time schedule for the development of the facility.

AWBA WATER STORED

	April	To-date
Phoenix AMA	10,300 af	23,000 af
Pinal AMA	19,000 af	61,000 af
Total	29,000 af	84,000 af

Tim Henley, AWBA Manager, stated that he understands that the Southwest Center for Biodiversity has filed an 'intent to sue' over the biological opinion done on the Lower Santa Cruz. The suit pertains to the potential for recharge to impact endangered species by fish/eggs from the Colorado River getting into the Santa Cruz through recharge.

Discussion on Potential Amendment to Plan of Operation

Mr. Henley discussed amending the 1997 Plan of Operation to accommodate changes in customer demand. Absent a take-or-pay provision, the potential for changes in the Plan were anticipated.

AWBA staff has provided a revised delivery schedule (Table) for the Plan of Operation, including the most recent information received from our partners. Mr. Henley stated that CAP capacities remain, but the Water Bank could loose some opportunities for recharge. GRUSP deliveries are running behind due to CAP capacity problems and there is still some uncertainty surrounding Tucson area facilities.

Mr. Henley stated that AWBA staff is going to visit with all partners for interest in remaining capacity and present a draft revision to the Plan at the May 21st Water Bank meeting.

Chairman Pearson inquired about contract agreements with the individual partners concerning limits or take requirements. Mr. Henley responded that all reductions or increases in deliveries come through the Water Bank and are then forwarded to CAP.



AUTHORITY MEMBERS Rita P. Pearson, Chairman Tom Griffin, Vice-Chairman Bill Chase, Secretary Grady Gammage Richard S. Walden

EX OFFICIO MEMBERS Senator Pat Conner Rep. Bill McGibbon Bill Chase inquired about a significant reduction in deliveries to Roosevelt Water Conservation District (RWCD) in September. Mr. Henley explained that RWCD expects additional Salt River Project (SRP) water to be available during that time, resulting in the modifications.

Mr. Chase further asked why not water is scheduled for delivery to Maricopa Water District (MWD). Mr. Henley responded that MWD is interested in taking water, but do not yet have a facility permit from ADWR.

Comments on other facilities:

Central Avra Valley - expectation is that the Water Bank will be delivering water to the facility under the proposed schedule.

Pima Mine Road - significant problems remain, but CAP is proceeding with development of the facility. The facility will not be available this year, but the Water Bank continues to be interested in future use of the recharge site.

Lower Santa Cruz - progress on potential development continues and is still expected to have capacity available in September.

CAIDD - may be interested in additional water in 1997.

Hohokam Irrigation & Drainage District - may be interested in additional water in 1997.

Discussion of Storage Site Criteria

Mr. Henley indicated that he received comments from Kathy Jacobs, Tucson AMA Director, reflecting the comments of the Tucson staff on how to rank and evaluate sites. AWBA staff will continue working on development of rating sheets, identifying the different criteria to be applied. Mr. Henley stated that he felt the Water Bank had sufficient monies and facilities available for 1998, to not require a substantial amount of ranking.

Update on Discussion with Mohave County

Mr. Henley stated that AWBA staff met with Tom Griffin and Lee Storey, representing Mohave County to discuss issues pertaining to Mohave County. He felt that the discussion helped both entities have a better understanding of what is being asked of the Bank and what the Bank can potentially provide.

Mr. Henley stated that he is putting together a time line for development of an agreement to address the Mohave County issue. Mr. Henley further stated that AWBA staff has also begun discussions on development of a potential forbearance agreement to ensure that water will be available in the future.

Update on the AWBA Study Commission

Herb Dishlip, ADWR Asst. Director, gave an overview of the Study Commissions's recent activities, including a mention of the excellent presentation made by Don Pope on issues in the Yuma area at the March 27th AWBA Study Commission meeting.

Indian Issues Subcommittee

The inaugural meeting of the Indian Issues Subcommittee was held on March 26th at ADWR, with all tribes being invited to attend and twenty tribes having representation. Mr. Dishlip noted the uniqueness of having a meeting with twenty tribes present. He stated that the Subcommittee would like to start meeting with Indian tribes individually to focus on specific issues. The first such meeting is scheduled with the Tohono O'Odham tribe on Monday, April 21 in Sells.

Water Banking Benefits Outside of CAP Service Area Subcommittee

Meeting scheduled for today at 1:00 p.m after the Water Bank meeting.

Planning & Modeling Assumptions Subcommittee

The inaugural meeting was held April 15, with Larry Dozier, Deputy General Manager of CAWCD, was chosen to the chair the Subcommittee. Mr. Dozier reported that Tom Carr gave an informative presentation on the Colorado River model, including samples of model output. He stated that he felt the Subcommittee was off to a good start, with many contributing with constructive comments and all viewpoints being included. The next meeting is scheduled for May 15th, 1:30 p.m.

Mr. Dishlip stated various alternatives and assumptions are being considered, such as Upper Basin development; how is surplus and shortage declared; and how much of the reservoir can be used?

Bill Chase commented that initially there is a great deal of information that needs to be questioned, and many changes made before the Subcommittee decides what information to be released. As the Subcommittee continues their work and becomes comfortable with their assumptions, then the information should be distributed to the public.

Tom Griffin agreed and felt this philosophy should pertain to all Subcommittees to avoid possible misrepresentation of information.

Mr. Henley stated that much of the work of the full Study Commission is for the long-term. The work of the Planning and Modeling Subcommittee will have short-term impact. The Water Bank will use the Subcommittee assumptions to formulate the "reasonable amount" of M&I firming that is required to be done by the Water Bank. The Bank will specifically pay close attention to the Colorado River communities.

Chairman Pearson asked that the Planning & Modeling Subcommittee continue to update the Water Banking Authority and invited the public to attend all the Subcommittee meetings. Ms. Pearson also mentioned the capabilities ADWR now has with the new modeling system and that Arizona no longer must rely on the Bureau of Reclamation (BOR).

Update on Interstate Water Banking

Mr. Dishlip stated that the current schedule reflects interstate banking rules and regulations being final August 1998. BOR is giving rules and regulation develop high priority and will continue to expedite the schedule wherever possible, although they still have a formal process to follow when drafting rules.

According to BOR, California has apparently identified the Water Bank to help them in achieving their long-term water management goals.

Tim Henley added the AWBA has had initial discussions with Nevada. Nevada would like to have an agreement with Arizona to begin banking in Arizona as soon as the rules are final and been agreed upon by ADWR. Mr. Henley's stated that his main concerns focus around the development of a Mohave County agreement, including the eventual need for engineering studies on areas for recharge, recovery, examine impacts and cost.

At the same time, the Water Bank will continue to assist the BOR in the development of interstate banking rules and regulations, and continue to talk about details of an interstate banking agreement.

Chairman Pearson commented that she would like the Water Bank to explore whether or not the Bank should issue an RFP for their own study. She appreciates Nevada's efforts and feels they will be an

important component, but believes the Water Bank has specific issues it must also considers such as meeting the needs of the non-CAP service areas.

Mr. Henley stated that MSIDD and CAIDD have hired a consultant to look at the potential for recovery in the Pinal County area. He noted that continued future deliveries of water to Pinal County were going to be questioned, absent some form of a recovery plan. The districts have recognized the benefits of participating in the program, whether storing general fund credits or participating on an interstate basis. They feel that develop of a recovery plan would provide an additional degree of security to the Water Bank and any potential interstate banking partner.

Mr. Dick Walden inquired about California using 100% of their allocation and whether they would be participating in the Water Banking program using the surplus water. Mr. Dishlip responded that could only participate with surplus water. He also felt that California would propose additional conservation measures as part of the planning.

Mr. Walden stated that he was very concerned about the impact of rules and regulations on the operation of the dams. He further stated that some have grave concerns over negotiations going on behind "closed doors" regarding endangered species/wildlife.

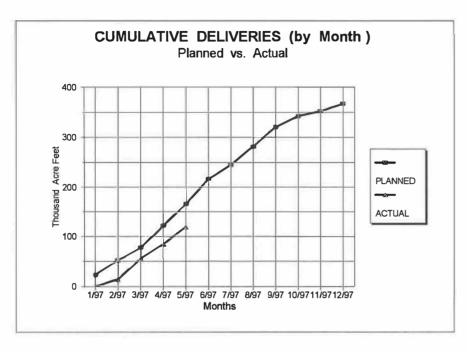
Call to Public

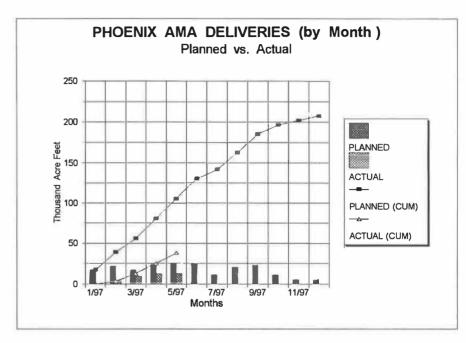
Jim Peterson, Oro Valley, requested a copy of the recovery document mentioned in the Study Commission update. He also inquired about the status of the recovery working group. Mr. Henley responded that the AWBA Recovery Subcommittee had not met again and that the Study Commission has laid down ground work to study the recovery issue.

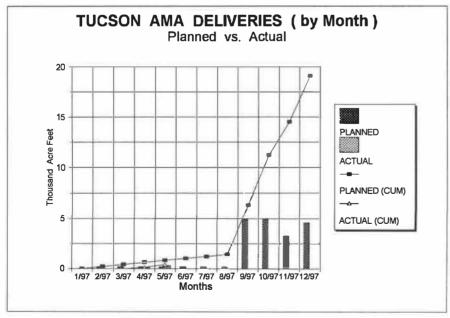
Mr. Peterson asked about the meeting scheduled with the Tohono O'Odham and whether it was open to the public. Mr. Dishlip responded that all meetings are opened to the public. This meeting is scheduled for Monday, April 21, 10:00 a.m. in Sells.

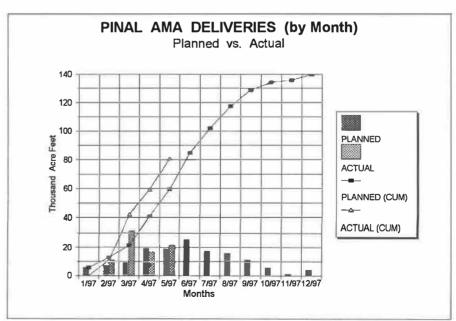
Chairman Pearson adjourned the meeting at 10:50 a.m.

1997 PLAN OF OPERATION









PROJECTED and ACTUAL USES by DISTRICT

revised

May 20, 1997

MONTH	Groundwater	CAP Pool Water	Other Recharge	ABWA Recharge	Total
January	4,134.00	6,068.00		945.00	11,147.00
February	3,660.00	4,051.00		1,085.00	8,796.00
March	8,176.00	2,212.00		4,795.00	15,183.00
April	9,000.00	15,598.00		8,272.00	32,870.00
May	8,000.00	19,519.00		10,000.00	37,519.00
June	13,208.00	21,955.00		5,000.00	40,163.00
July	13,000.00	29,808.00		0.00	42,808.00
August	13,000.00	28,023.00		0.00	41,023.00
September	5,000.00	6,721.00		0.00	11,721.00
October	5,351.00	0.00		0.00	5,351.00
November	1,019.00	0.00		0.00	1,019.00
December	3,852.00	2,009.00		0.00	5,861.00
Total	87,400.00	135,964.00	0,00	30,097.00	253,461.00

MONTH	Groundwater	CAP Pool Water	Other Recharge	ABWA Recharge	Total
January	4,134.00	6,068.00		0.00	10,202.00
February	3,660.00	4,051.00		6,825.00	14,536.00
March	8,176.00	2,212.00		19,967.00	30,355.00
April	8,710.00	16,652.00		8,208.00	33,570.00
May					0.00
June		2.			0.00
July					0.00
August					0.00
September					0.00
October					0.00
November					0.00
December					0.00
Total	24,680.00	28,983,00	0.00	35,000.00	88 663 00

MONTH	Groundwater	CAP Pool Water	Other Recharge	ABWA Recharge	Total
January		130.00		50.00	180.00
February		130.00		50.00	180.00
March		260.00		50.00	310.00
April		260.00		50.00	310.00
May		269.00		82.00	351.00
June		260.00		82.00	342.00
July		260.00		95.00	355.00
August		245.00		91.00	336.00
September				80.00	80.00
October				0.00	0.00
November				0.00	0.00
December				0.00	0.00
Total	0,00	1,814.00	0,00	639.00	2,444,500

HTROM	Groundwater	CAP Pool Water	Other Recharge	ABWA Recharge	Total
January	82.00			0.00	82.00
February	191.00	118.00		100.00	409.00
March	253.00	92.00		50.00	395.00
April	162.00	205.00		50.00	417.00
May					0.00
June					0.00
July					0.00
August					0.00
September					0.00
October					0.00
November					0.00
December					0.00
Total	688.00	415.00	0.00	200.00	1,303.00

MONTH	Groundwater	CAP Pool Water	Other Recharge	ABWA Recharge	Total
January		1,500.00		0.00	1,500.00
February		700.00	1	0.00	700.00
March		3,600.00		1,400.00	5,000.00
April		800.00		3,300.00	4,100.00
May		2,100.00		3,300.00	5,400.00
June	-	2,300.00		8,300.00	10,600.00
July		3,210.00		5,400.00	8,610.00
August		2,850.00	1	5,000.00	7,850.00
September		500.00		2,000.00	2,500.00
October		0.00		0.00	0.00
November		25.00		0.00	25.00
December		325.00		0.00	325.00
Total	0.00	17,910.00	0.00	28,700.00	46,610.00

MONTH	Groundwater	CAP Pool Water	Other Recharge	ABWA Recharge	Total
January	3,970.00	1,326.00	0.00	0.00	5,296.00
February	3,684.00	972.00	0.00	1,400.00	6,056.00
March	8,368.00	5,166.00	0.00	3,300.00	16,834.00
April	9,631.00	2,895.00		3,300.00	15,826.00
May					0.00
June					0.00
July				İ	0.00
August					0.00
September					0.00
October					0.00
November	_				0.00
December					0.00
Total	25,653.00	10,359.00	0.00	8,000.00	44,012.00

MONTH	Groundwater	CAP Pool Water	Other Recharge	ABWA Recharge	Total
January	4,500.00	1,000.00	0.00	0.00	5,500.00
February	5,870.00	4,460.00	0.00	2,870.00	13,200.00
March	9,170.00	20,270.00	0.00	8,260.00	37,700.00
April	10,620.00	13,610.00	0.00	7,370.00	31,600.00
May	10,470.00	11,940.00	0.00	8,230.00	30,640.00
June	13,040.00	19,860.00	0.00	8,970.00	41,870.00
July	13,880.00	26,860.00	0.00	9,140.00	49,880.00
August	11,730.00	20,250.00	0.00	7,010.00	38,990.00
September	8,030.00	5,350.00	0.00	1,270.00	14,650.00
October	3,790.00	460.00	0.00	1,300.00	5,550.00
November	1,400.00	0.00	0.00	1,500.00	2,900.00
December	3,760.00	350.00	0.00	0.00	4,110.00
Total	96,260.00	124,410.00	0.00	55,920.00	276,590.00

MONTH	Groundwater	CAP Pool Water	Other Recharge	ABWA Recharge	Total
January	5,644.00	3,860.00	0.00	0.00	9,504.00
February	4,872.00	5,921.00	0.00	2,446.00	13,239.00
March	8,454.00	17,184.00	0.00	8,422.00	34,060.00
April	8,376.00	13,963.00		5,402.00	27,741.00
May					0.00
June					0.00
July					0.00
August					0.00
September					0.00
October					0.00
November					0.00
December					0.00
Total	27,346.0	40,928,00	0.00	16,270,00	84,544.00

MONTH	Groundwater	CAP Pool Water	Other Recharge	ABWA Recharge	Total
January		0.00		1,975.00	1,975.00
February		0.00		1,625.00	1,625.00
March		3,920.00		3,200.00	7,120.00
April		7,280.00		2,300.00	9,580.00
May		7,200.00		4,600.00	11,800.00
June		8,952.00		2,100.00	11,052.00
July	Į.	11,270.00		3,700.00	14,970.00
August		2,538.00	[9,700.00	12,238.00
September		0.00		12,200.00	12,200.00
October		0.00	1	1,700.00	1,700.00
November		0.00	1	700.00	700.00
December		0.00		1,300.00	1,300.00
Total	0.06	41,160.00	6,00	45 100,00	16,260.00

MONTH	Groundwater	CAP Pool Water	Other Recharge	ABWA Recharge	Total
January				0.00	0.00
February				3,310.00	3,310.00
March				3,490.00	3,490.00
April				4,400.00	4,400.00
May	Į				0.00
June					0.00
July					0.00
August					0.00
September					0.00
October					0.00
November					0.00
December					0.00
Total	0.00	0.00	0,00	11,200,00	11,200,00

MONTH	Groundwater	CAP Pool Water	Other Recharge	ABWA Recharge	Total
January		2,149.00		0.00	2,149.00
February		1,892.00		0.00	1,892.00
March		5,967.00		0.00	5,967.00
April		5,979.00		0.00	5,979.00
May		5,878.00	1	0.00	5,878.00
June		5,620.00		0.00	5,620.00
July		3,609.00		2,845.00	6,454.00
August		0.00		7,155.00	7,155.00
September		0.00		1,000.00	1,000.00
October		0.00		2,000.00	2,000.00
November		0.00		1,000.00	1,000.00
December		0.00		2,000.00	2,000.00
Total	0.00	31,094.00	0,00	16,000,00	47,094.00

MONTH	Groundwater	CAP Pool Water	Other Recharge	ABWA Recharge	Total
January				0.00	0.00
February			1	0.00	0.00
March				0.00	0.00
April				0.00	0.00
May					0.00
June					0.00
July					0.00
August					0.00
September					0.00
October					0.00
November					0.00
December					0.00
Tota	0.00	0.00	0.00	0.00	0.00

MONTH	Groundwater	CAP Pool Water	Other Recharge	ABWA Recharge	Total
January	0.00	0.00	0.00	0.00	0.00
February	0.00	0.00	0.00	0.00	0.00
March	0.00	0.00	0.00	0.00	0.00
April	4,000.00	0.00	0.00	8,000.00	12,000.00
May	1,000.00	3,000.00		8,000.00	12,000.00
June	6,000.00	3,000.00		8,000.00	17,000.00
July	7,500.00	3,000.00		8,000.00	18,500.00
August	7,500.00	3,000.00		8,000.00	18,500.00
September	295.00	3,205.00		4,000.00	7,500.00
October	500.00	0.00		7,000.00	7,500.00
November	500.00	0.00		2,500.00	3,000.00
December	500.00	0.00	j	2,500.00	3,000.00
Total	27,795.00	15,205.00	0.00	56,000.00	99,000.00

MONTH	Groundwater	CAP Pool Water	Other Recharge	ABWA Recharge	Total
January	615.61			0.00	615.61
February	2,308.45			0.00	2,308.45
March	5,174.31			3,689.00	8,863.31
April					0.00
May				Į	0.00
June					0.00
July					0.00
August					0.00
September					0.00
October					0.00
November					0.00
December					0.00
DOG!	8,098.37	0.00	0.00	3,689.00	11,787.57

MONTH	Groundwater	CAP Pool Water	Other Recharge	ABWA Recharge	Total
January	0.00	0.00	0.00	0.00	0.00
February	0.00	0.00	0.00	0.00	0.00
March	0.00	0.00	0.00	0.00	0.00
April	4,000.00	0.00	0.00	8,000.00	12,000.00
Мау	1,000.00	3,000.00		8,000.00	12,000.00
June	6,000.00	3,000.00		5,917.00	14,917.00
July	7,500.00	3,000.00		7,497.00	17,997.00
August	7,500.00	3,000.00		8,000.00	18,500.00
September	295.00	3,205.00		4,000.00	7,500.00
October	500.00	0.00		7,000.00	7,500.00
November	500.00	0.00		2,500.00	3,000.00
December	500.00	0.00		2,500.00	3,000.00
Total	27,795.00	15,205.00	0.00	53,414.00	96,414.00

MONTH	Groundwater	CAP Pool Water	Other Recharge	ABWA Recharge	Total
January	615.61			0.00	615.61
February	2,308.45		ļ	0.00	2,308.45
March	5,174.31			3,689.00	8,863.31
April	4,059.00			8,121.00	12,180.00
May					0.00
June					0.00
July					0.00
August					0.00
September					0.00
October					0.00
November					0.00
December					0.00
TOD .	12,157.37	0.08	0.00	11,810.00	23,967.37

TABLE 1 ARIZONA WATER BANKING AUTHORITY CAP Water Delivery Schedule for AWBA Recharge (Monthly Adjusted AWBA Volumes based on CAP Capacity Values) Calendar Year 1997 (ACRE-FEET)

Section Sect	EVISED	5/19/97, 1:10 p.m.)					-	(ACHE-FEE)	-	I agreed		T			T	I number	Total
Part					Jeouto	The state of the s				-							979.00
ANTIA - Review Device - March March Processed As Antique - Ma	Estimated (CAP Deliveries: (M&I, Indian, Ag Pools			34,000	54,000	124,000	97.005	100,000	120,000	135,555	144,444					
Property Section Propert	Available E	ixcess CAP Capacity for AWBA:			27.000	30,000	26.000	54,000	42,000	59,000	33,000	39,000	39,000	22.000	19,000	15,000	396.00
Part	AWBA - R	-July Sine:		Available													
Post Production amain Post	Phomin Al	MA:	Capacity														
CONTINION AMAIN] CONTINION AMAIN] CONTINION AMAIN] CONTINION AMAIN] CONTINION AMAIN] CONTININININININININININININININININININI	Directo	GRUSP	200.000	80,000													-
Network Principle Principl		FOR PHOENIX AMA			0	0	1.961	0	10.000	10.000	3.700	6.300	10,000	7.000	3.000	4.500	56.461
Indirect		(FOR TUCSON AMA) (1)															
MANO 14] 30.000 20.000 0 0 0 0 0 0 0 0 0 0 0 0 0 0		AGUA FRIA															
NEW MAGMA 40,000 40,000 16,000	Indirect >	CHANDLER HGTS CID	3.000	500	0	0	1.955	0	82	82	95	91	80	٥	0	0	2.365
OUEN CREEK 28.00 10.000 96.00 0 0 0 0 0 0 0 0 0 0 0 0		MWD (4)	30,000	20.000	0	0	0	0	0	0	0	0	0	0	0	0	0
FINICID FIN		NEW MAGMA	40,000	40,000	0	3,310	3,490	4,400	4.600	2,100	3.700	9,700	12,200	1,700	700	1,300	47.200
SRP (2) 200,000 0 15,000 0 0 15,000 0 0 15,000 0 0 15,000 0 0 1,000 15,000 0 0 1,000		QUEEN CREEK	28,000	16,000	0	0	0	0	0	0	2,845	7,155	1,000	2.000	1.000	2,000	16.000
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LOWER SANTACRUZ (4) 30.000 10.000 2.800 1.800 2.800 1.800 2.800 10.0000 10.000 10.000 10.000 10.0000 10.0000 10.000 10.000 10.000 10.000 10.000 10.00		AVRA VALLEY	5.000	2,100	0	0	0	55	0	300	300	300	300	300	300	300	2,155
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BKW FARMS (3) 9.000 0		LOWER SANTA CRUZ (4)	30.000	10.000								9	2,600	2,800	1,800	2,800	10,000
BKW FARMS (3) 9,000 0	Indinact >	CORTARO MARANA ID (3)	10.000	0													
TOTAL: (*Actual deliveries) 966.000 413,800 **0 **13,981 **42,784 **29.486 **4.212 **42,752 **33,180 **43,556 **34,850 **23,300 **10,000 **16,100 **334,200 **10,000		BKW FARMS (3)	9,000	اه													
	19	KA FARMS [2]	11,000	0													
Remaining CAP Capacity: 27,000 16,019 (16,784) 24,514 (2,212) 16,248 (180) (4,556) 4,150 (1,300) 0 (1,100) 61	TOTAL:(*Actual deliveries)	966,000	413,600	•0	*13.981	*42.784	129.486	44,212	42,752	33,180	43,556	34,850	23.300	10.000	16,100	334,201
		Remaining CAP Capacity:			27.000	16,019	(16.784)	24.514	(2,212)	16,248	(180)	(4.556)	4.150	(1,300)	0	(1,100)	61.799

Agua Fina Siphon Qulage (June 16 - September 15, 1997). The HAV through HSV Pumping Plant Capacity will not be available for recharge downstream 01 the Waddell Tumout during this period.

(3) - Capacity Only Ubband to the extent Pima County Facilities are Not Available (3) - Capacity Committed to Other Partners

(2) - \$21.00 Coat Prohibitive (4) - Currently Not Permitted.

AGREEMENT BETWEEN

THE ARIZONA WATER BANKING AUTHORITY AND
THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT
PROVIDING FOR THE DELIVERY OF
CENTRAL ARIZONA PROJECT WATER
FOR WATER STORAGE AT AN
UNDERGROUND STORAGE FACILITY

<u>Preamble</u>

1. THIS AGREEMENT, made this day of,
1997, pursuant to the Reclamation Act of June 17, 1902 (32 Stat.
388), and acts amendatory thereof or supplementary thereto,
including but not limited to the Boulder Canyon Project Act of
December 21, 1928 (45 Stat. 1057), as amended, the Reclamation
Project Act of August 4, 1939 (53 Stat. 1187), as amended, the
Reclamation Reform Act of October 12, 1982 (96 Stat. 1263), the
Colorado River Basin Project Act of September 30, 1968 (82 Stat.
885), as amended (the "Basin Project Act"), and the Arizona Water
Banking Authority Act, A.R.S. §§ 45-2401, et seq., between the
ARIZONA WATER BANKING AUTHORITY (the "Authority") and the CENTRAL
ARIZONA WATER CONSERVATION DISTRICT ("CAWCD");

WITNESSETH, THAT:

Explanatory Recitals

2. WHEREAS, the Basin Project Act provides, among other things, that for the purposes of furnishing irrigation and municipal and industrial ("M&I") water supplies to water deficient areas of Arizona and western New Mexico through direct diversion or exchange of water, control of floods, conservation and development of fish and wildlife resources, enhancement of

recreation opportunities, and for other purposes, the Secretary shall construct, operate, and maintain the Central Arizona Project, hereinafter referred to as the "Project"; and

WHEREAS, the United States and CAWCD have entered into Contract No. 14-06-W-245, Amendment No. 1, dated December 1, 1988, hereinafter referred to as the "Repayment Contract," whereby CAWCD has agreed to repay to the United States the reimbursable costs of the Project properly allocated to CAWCD; and

WHEREAS, Article 8.7(e) of the Repayment Contract grants CAWCD the authority to resell or exchange Excess Water; and

WHEREAS, the Arizona Legislature has declared that it is the public policy of the State of Arizona to use the Project to deliver Colorado River water that would otherwise be unused in Arizona for purposes specified in A.R.S. § 45-2401; and

WHEREAS, the Arizona Legislature has created the Authority to implement this policy and has specifically authorized the Authority, in A.R.S. § 45-2423(B)(3), to execute agreements with CAWCD to obtain water for storage at permitted facilities; and

WHEREAS, CAWCD, the Authority, and the Arizona

Department of Water Resources have entered into an

intergovernmental agreement providing for the delivery of Excess

Water to the Authority for Water Storage; and

WHEREAS, CAWCD and Metropolitan Domestic Water

Improvement District have entered into the Avra Valley Recharge

Project Lease Agreement as amended (Exhibit A) which authorizes

the construction and operation of the Avra Valley Recharge Project ("Avra Valley Project"); and

WHEREAS, the Avra Valley Project is a State

Demonstration Project authorized by A.R.S. §§ 45-891.01 et seq.

and is an eligible water storage facility under A.R.S. § 45
2423(B)(3)(c); and

WHEREAS, pursuant to Exhibit A, CAWCD operates the Avra Valley Project and it desires to store in calendar year 1997, for the benefit of the Authority, up to 2,100 acre-feet of Excess Water obtained by the Authority from CAWCD pursuant to Article 8.7(e) of the Repayment Contract, and it may, in future years, desire to store, for the benefit of the Authority, additional Excess Water at the Avra Valley Project";

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is agreed as follows:

Intergovernmental Agreement

3. The Intergovernmental Agreement ("IGA") among the Authority, the Arizona Department of Water Resources and CAWCD is incorporated into and made a part of this Agreement.

Additional Definitions

- 4. (a) "Excess Water" shall mean Project Water which, in any Year, is available for delivery and has not been scheduled for delivery pursuant to a contract with the United States or a subcontract with the United States and CAWCD providing for Project Water service for a period of 50 years or more.
- (b) "Authority Water" shall mean Excess Water made available by CAWCD to the Authority for Water Storage, which water would not otherwise have been used within Arizona.

5

5. Terms defined in A.R.S. § 45-802.01 shall have the meanings ascribed to them therein. The first letters of such terms are also capitalized herein.

Delivery and Storage of Water by CAWCD

- 6. The Authority and CAWCD shall schedule Authority Water for delivery to the Avra Valley Project, Underground Storage Facility Permit No. 71-551092, in accordance with Paragraph 10.1 of the IGA.
- 7. Insofar as Project Water supplies and the delivery capability of the Project will permit, and subject to the provisions of the Repayment Contract, CAWCD will deliver Authority Water so scheduled to the Avra Valley Project in accordance with § 5 as amended of Exhibit A.
- 8. The Authority Water delivered by CAWCD to the Avra
 Valley Project will be stored underground at that facility by
 CAWCD for the benefit of the Authority. All storage by CAWCD
 shall be in accordance with Title 45, Chapter 3.1, Arizona
 Revised Statutes and with Underground Storage Facility Permit No.
 71-551092.

Payment for Delivery and Storage

- 9. The Authority shall pay for water delivered or to be delivered under this Agreement in accordance with Paragraphs 5.1 and 5.2 of the IGA.
- 10. In addition to the payment described in Article 9 of this Agreement, the Authority shall pay to CAWCD \$22.50 per acre foot for each acre foot of water delivered to the Avra Valley Project in calendar year 1997 to compensate CAWCD for the cost of storing Authority Water on behalf of the Authority. The \$22.50

per acre-foot cost is comprised of a \$15.00 per acre-foot wheeling charge to BKW Farms and a \$7.50 per acre-foot charge which includes a lease fee to the Arizona State Land Department, water quality lab costs, and operation and maintenance costs.

The amount, if any, and the price of water storage for the benefit of the Authority by CAWCD at the Avra Valley Project in years after 1997 shall be established in accordance with Article 12 of this Agreement.

- 11. All monies owed to CAWCD from the Authority pursuant to Article 10 of this Agreement shall be paid to CAWCD in advance in accordance with standard CAWCD billing practices. The invoice for the upcoming month shall be mailed no later than the first day of the current month. Payment for the upcoming month shall be due by approximately the 20th day of the current month and shall be past due on the first day of the upcoming month.
- 12. In calendar year 1997 the Authority and CAWCD agree that the monthly installments for storage up to 2,100 acre-feet of Authority Water shall be invoiced and paid on a levelized basis. By November 15 of each subsequent calendar year, CAWCD shall provide the Authority with notice as to the volume of water it can store at the Avra Valley Project on behalf of the Authority and an estimated cost for water storage to be done for the Authority's benefit in the upcoming year. By December 15 of each subsequent calendar year, the Authority shall notify CAWCD of the amount of that available water storage, if any, the Authority chooses to have utilized by CAWCD for the Authority's benefit in the upcoming year.

The total estimated cost of the amount of water storage chosen by

the Authority shall be divided by 12, yielding an equal sum to be paid by the Authority as a levelized monthly payment for the upcoming calendar year. At the end of each calendar year, and not later than March 1 of the next year, CAWCD shall provide the Authority with a year end account reconciliation showing water delivered in excess of the levelized payments, if any, and any payment in excess of the amount owed for water delivered in the calendar year. If additional funds are owed to CAWCD, they shall be paid within 30 days of the date an invoice is submitted by CAWCD. If funds are due to the Authority, they may be applied to the Authority's account for the current calendar year and reduce the monthly levelized payments at the direction of the Authority, or at the Authority's option, be paid to the Authority by negotiable instrument no later than 30 days after the Authority has notified CAWCD of the preferred option.

General Liability

13. The Authority and CAWCD shall each assume liability for its own negligence and shall indemnify the other against any damages the non-negligent party incurs as a result of the negligent party's action or inaction.

Term

- 14. This Agreement shall terminate on December 31, 2001, unless the parties agree in writing to extend the term or unless it is sooner terminated or canceled in accordance with Article 15 or 18 hereof.
- 15. If the IGA is terminated for any reason, this Agreement shall also thereby be terminated.

1	Applicable Law
2	16. All uses of Authority Water shall be consistent with
3	Arizona law and with federal law applicable to the Project.
4	<u>Notices</u>
5	17. Notices under this Agreement shall be given as provided
6	in Paragraph 13.1 of the IGA.
7	<u>Cancellation</u>
8	18. This Agreement is subject to cancellation in accordance
9	with the provisions of A.R.S. § 38-511.
10	IN WITNESS WHEREOF, the parties hereto have executed
11	this Agreement No effective the day and
12	year first above-written.
13	ARIZONA WATER BANKING
14	AUTHORITY Attest:
15	
16	By:
17	
18	CENTRAL ARIZONA WATER CONSERVATION DISTRICT
19	Attest:
20	By:
21	Secretary Grady Gammage, Jr., President
22	A:\AVRAVAL.AWB
23	
24	
25	
26	
27	
2 2	

Project: OUTSIDE.PJ

Revision: 6

Heading/Task Scheduled Scheduled Work Breakdown Pri Alloc Units Sched Rsrc Assgn Start Finish Code /Day Total Hrs OUTSIDE.PJ 04-10-97> 8: 00a | 12-10-97 | 5: 00p | 01.00.00.00.0000 50 0.00 **Mohave County Discuss** 04-10-97= 8: 00a 12-10-97 5: 00p 01.01.00.00.0001 0.00 Devel. Draft Outline 5: 00p 01.02.00.00.0002 05-12-97= 8: 00a | 06-04-97 0.00 **Approve Draft Outline** 06-05-97= 8: 00a 06-11-97 5: 00p 01.03.00.00.0000 0.00 Draft Outline Avail. 06-05-97> 8: 00a 06-10-97 5: 00p 01.03.01.00.0013 0.00 Approve (AWBA mtg) 06-11-97= 8: 00a | 06-11-97 5: 00p 01.03.02.00.0014 0.00 **Engineering Studies** 04-15-97 8: 00a 10-23-97 5: 00p 01.04.00.00.0000 0.00 Pinal County Effort 04-15-97 8: 00a 10-17-97= 5: 00p 01.04.01.00.0007 0.00 AWBA effort 05-01-97 8: 00a 10-23-97 5: 00p 01.04.02.00.0000 0.00 Develop RFP 05-01-97= 8: 00a 05-28-97 5: 00p 01.04.02.01.0016 0.00 Advertize 05-29-97> 8: 00a 06-25-97 5: 00p 01.04.02.02.0017 0.00 Award 06-26-97> 8: 00a 07-23-97 5: 00p 01.04.02.03.0018 0.00 Contract 0.00 Rpt. on Eng. Studies 10-08-97 8: 00a 10-15-97 5: 00p 01.04.03.00.0000 0,00 Eng. Studies Avail. 10-08-97> 8: 00a 10-14-97 5: 00p 01.04.03.01.0066 0.00 Report (ABWA mtg) 10-15-97= 8: 00a 10-15-97 5: 00p 01.04.03.02.0079 0.00 **Devel Draft Agreement** 06-12-97> 8: 00a 10-15-97 5: 00p 01.05.00.00.0000 0.00 Develop Language 06-12-97> 8: 00a | 09-30-97 | 5: 00p | 01.05.01.00.0005 0.00 Language Available 10-01-97> 8: 00a 10-14-97 5: 00p 01.05.02.00.0123 0.00 Approve (AWBA mtg) 10-15-97= 8: 00a 10-15-97 5: 00p 01.05.03.00.0127 0.00 Final Agreement 10-16-97> 8: 00a | 12-10-97 | 5: 00p | 01.06.00.00.0000 0.00 **Finalize Agreement** 0.00 Sign (AWBA mtg) 0.00

Heading/Task	Status	Description	Sel Flag	
OUTSIDE.PJ Mohave County Discuss	Schd/Crit	Develop agreement to firm water outside CAP On-going discussions with Mohave County		
Devel, Draft Outline	Schd/Crit	Develop conceptional outline for future agreements		
Approve Draft Outline	Schd/Crit			
Draft Outline Avail.	Schd/Crit		14	
Approve (AWBA mtg)	Schd/Crit	AWBA approval at their June meeting		
Engineering Studies	Schd	Determine opportunity, cost, location for recovery		
Pinal County Effort	Schd/Crit	On-going contract with B-E		
AWBA effort	Schd	Look at Maricopa, Pima, and LaPaz Counties		
Develop RFP	Schd/Crit			
Advertize	Schd			
Award	Schd			
Contract	Schd			
Rpt. on Eng. Studies	Schd/Crit			
Eng. Studies Avail.	Schd/Crit			
Report (ABWA mtg)	Schd/Crit	Report by Consultants on findings at Oct. ABWA meeting		
Devel Draft Agreement	Schd/Crit		1	
Develop Language	Schd/Crit	Based on outline develop specific agreement language		
Language Available	Schd/Crit			
Approve (AWBA mtg)	Schd/Crit	Approve form of agreement at Oct. AWBA meeting		
Final Agreement	Schd/Crit			
Finalize Agreement	Schd/Crit	Finalize agreement based on AWBA coments		
Sign (AWBA mtg)	Schd/Crit	Receive authority to sign agreement at Nov. AWBA meeting	1	

DRAFT SCOPE OF WORK



RECHARGE / RECOVERY OF BANKED GROUNDWATER IN ARIZONA

I. ARIZONA WATER BANKING AUTHORITY

Background

The Arizona Water Banking Authority was formed with the passage of HB 2494 by the 42nd Legislature (1996) to enable Arizona to maximize use of its 2.8 million acre foot (maf) entitlement to Colorado River water. The Water Bank is charged with taking Arizona's unused allocation and "banking" or storing it underground within Arizona for the firming of post-1968 Colorado River municipal contracts.

The Arizona Water Banking Authority is a five person body charged with directing the activities of the AWBA. The Director of the Department of Water Resources chairs the Water Bank and members include the President of the Central Arizona Water Conservation District and three persons appointed by the Governor (of these appointments one person represents CAP municipal and industrial water users, one person represents Colorado River water users along the River, and one person must be knowledgeable in water resource management issues). Additionally, the President of the Senate and Speaker of the House of Representatives each serve as or appoint one non-voting ex officio member to the Water Bank.

II. PROJECT DESCRIPTION

Overview

The proposed Scope of Work is designed to evaluate all current municipal and agricultural Groundwater users in the Phoenix, Pinal and Tucson Active Management Areas (AMA's). The focus of the project will be to determine the availability of surplus pumping capabilities; how additional pumping (recovery) capacity could be created; and to determine the potential for direct pumping (recovery) back into the aqueduct. The successful bidder would be expected to develop cost, recommendations on facility stability, evaluate institutional constraints to forbearance, and to recommend alternatives.

(Note: the focus of this project will be on the Phoenix and Tucson AMA's and areas along the aqueduct. The contractor shall give consideration to the investigative work currently being performed by Pinal County irrigation districts)

In addition, the project should include a similar evaluation of opportunities for storage and recovery of Groundwater stored by the Water Bank for the benefit of Colorado River communities and Interstate water banking outside the three-county CAWCD service area. The Scope of Work does not include the development of a recovery plan.

Specific Requirements

On March 1, 1997, the Water Bank adopted a Facilities Inventory of existing and proposed recharge facilities inside the service area of the CAWCD, along the CAP aqueduct from the Colorado River to Phoenix, and along the main stem of the Colorado River.

The Water Bank is seeking to supplement the existing Inventory of available recharge sites with additional information on the available pumping capacities. The contractor should use the Storage Facilities Inventory and any other information to develop a comprehensive list of Groundwater users in the Phoenix and Tucson AMA's, along the mainstem of the Colorado River or along the aqueduct.

The Water Bank would expect a comprehensive report from the contractor on the amount of existing surplus or redundancy in a particular recovery Groundwater system. The exact time and duration of the services provided shall be determined when a Scope of Work is completed.

The Water Bank is seeking competitive sealed proposals from qualified individuals and/or organizations for consulting services, including specialized technical consulting, in accordance with the requirements specified herein.

The contractor shall work on special projects and assignments as determined by the Manager of the Water Bank. Under the direction of the Water Bank Manager, the contractor may work in conjunction with the professional staff of the AZ Department of Water Resources (ADWR), Central Arizona Water Conservation District (CAWCD), other State officials, and ADWR senior management to achieve the objectives and perform the Scope of Work set forth in this document.

INTRODUCTION AND BACKGROUND



REQUEST FOR PROPOSAL NO.: A7-0077

STATE PROCUREMENT OFFICE
CAPITAL CENTER BUILDING
15 SOUTH 15TH AVENUE, SUITE 103
PHOENIX, ARIZONA 85007
(602) 542-5511

PART_ONE

INTRODUCTION AND BACKGROUND

1. INTRODUCTION

- 1.1 This document constitutes a Request for Proposal (RFP), via competitive sealed proposals, from qualified individuals and organizations to provide the Scope of Work set forth herein.
- 1.2 For ease of use only, this document is divided into five sections. Part One is the Introduction and Background, Part Two describes the Scope of Work, Part Three contains Special Contractual Terms and Conditions, Part Four details Special Instructions to Offerors, and Part Five is the Pricing Schedule with Attachment and Exhibits.

2. BACKGROUND

- 2.1 A.R.S. 45-102 established the Arizona Department of Water Resources (ADWR).
- 2.2 ADWR serves as the principal management organization of the State's water reserves.
- 2.3 Pursuant to A.R.S. 45-411, Chapter 2, Article 2, ADWR has established five Active Management Areas: Tucson, Phoenix, Pinal, Prescott and Santa Cruz.
- 2.4 The Active Management Areas primarily focus on eliminating the overdraft of groundwater and managing the water supplies. Recharge is an important tool in meeting the State's water management objectives. It is particularly important in the context of storing surface water and effluent for future use.



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SOLICITATION NO.: _

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PART TWO

SCOPE OF WORK

1. GENERAL REQUIREMENTS

- 1.1 The contractor(s) shall provide services for the Arizona Department of Water Resources(hereinafter referred to as the State Agency) in accordance with the provisions and requirements set forth herein. The contractor shall understand and agree that no quantity of service is guaranteed under the contract and that the State of Arizona does not guarantee that the contractor's services will be utilized to any degree.
- In the performance of the services set forth herein, the 1.2 contractor shall expressly understand and agree that a contract exists between the contractor and the State Procurement Office upon approval and the acceptance of a proposal as set forth on SPO Form 203 (11/92), Page three of this document. In addition, the contractor understands and agrees that the contract shall be performed on behalf of the State Agency who shall be responsible for the administration of the contract and who has designated an individual as its agent in such Therefore, the contractor shall permit representatives of such agency to review all records and activities performed by the contractor as would otherwise be normally provided to the State.
- 1.3 Additional fees for equipment and services not originally contemplated within the Pricing Schedule of this document, but necessary to complete the Scope of Work, shall be billed and invoiced in an itemized manner at cost. No mark up percentage shall be allowed, including subcontractor's services. If requested by the State Agency, the contractor shall submit subcontractors' invoices.

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2. SPECIFIC REQUIREMENTS

- 2.1 During FY 1996-97, the State Agency initiated an effort to facilitate regional recharge and planning activities in the Tucson, Phoenix, and Pinal Active Management Areas.
- 2.2 The State Agency is seeking to supplement its existing technical staff resources to complete recharge and related feasibility studies. The State Agency is seeking competitive sealed proposals from qualified individuals and/or organizations for consulting services, including specialized technical consulting, in accordance with the requirements specified herein.
- 2.3 The contractor shall work on special projects and assignments as determined by the State Agency. Under the direction of the State agency, the contractor may work in conjunction with the professional staff of the State Agency, other State officials, and state agencies' senior management to achieve the objectives and perform the Scope of Work set forth in this document.
- 2.4 The State Agency requires technical assistance in the areas listed below. The exact time and duration of the services provided shall be determined at the time of need.
 - 2.4.1 Consulting Services, shall include but not necessarily be limited to the following:
 - 2.4.1.1 Assist the State Agency by providing qualified technically competent individuals with experience and training in various disciplines including but not limited to the following: environmental, civil engineering, environmental planning, hydrological, hydrogeological and/or

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geochemical studies.

- 2.4.1.2 Review of technical reports and data related to current and proposed recharge practices and water quality impacts associated with these practices.
- 2.4.1.3 Assist the State Agency with conducting an analysis of recharge needs, plans and procedures.
- 2.4.1.4 Conduct pilot recharge studies. This may include gathering additional data related to the recharge study.
- 2.4.1.5 Conduct monitoring programs.
- 2.4.1.6 Conduct field testing procedures directly related to the recharge or feasibility studies.
- 2.4.1.7 Evaluate, on a regional basis, the potential of recharge sites.
- 2.4.1.8. Prepare studies, reports and cost estimates including but not limited to:
 - Preparation of hydrogeological reports to be used in pilot recharge facility applications.
 - Evaluations of current "state-ofthe-art" recharge techniques and research.
 - Assessment of the water quality implications of various recharge



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options including but not limited to THM formation and TDS buildup.

- Feasibility studies and cost estimates for groundwater savings, injection, spreading basins, inchannel recharge and associated delivery and recovery systems.
- 2.4.1.9 Assist the State Agency in an advisory capacity on the State's water monitoring, geological monitoring and recharge plans.
- 2.5 Deliverables may include, but are not limited to, at a minimum, devising and recommending innovative approaches that resolve resource issues and/or regulatory problems, and providing written reports and/or action plans related to ground water recharge processes. The contractor may provide assistance in implementing recommendations and action plans that resolve management and/or operational issues.
- 2.6 Reimbursement for authorized travel expenses shall be in accordance with the State travel policy (See Attachment I). The State agency expects the majority of assignments to be in the Tucson and Phoenix Active Management Areas, but reserves the right to make assignments Statewide.

3. REPORTS

- 3.1 The Contractor shall submit the following written reports, at a minimum, to the Agency:
 - 3.1.1 Work Program: A work program shall be established for each project assignment. The proposed work program shall be submitted to the respective Project Director within seventy-two (72) hours, excluding weekends and



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SOLICITATION NO.: A7-0077

holidays, upon notification of assignment or within an agreed upon time frame. Each proposed work program shall identify and define the work units to be performed, may utilize Gantt charts or other appropriate project management tools to sequence major tasks and subtasks, show all milestones and timetables for task completion, and provide a detailed breakdown of staff, hours and cost associated with each task. Upon approval of the work program, the consultant will be given written notice to proceed.

- Project Progress: At intervals specified by 3.1.2 the work program, in the Agency approved work and/or upon the State program, request, project progress reports shall be submitted to the designated Project Director. These reports shall include, but are not limited to, current progress on the project, identification of any problems or anticipated problems with related recommendations for modification of project progress, methodology, The contractor may also be requested to provide informal, verbal project updates, project presentations, interim project reports, and periodic montioring reports.
- Final Project Report: At the request of the 3.1.3 State Agency, a final project report shall include, but is not limited to, an executive of project findings summary recommendations, a description of the process, or methodology used to conduct the project, narrative, and detailed statistics, graphics, etc., as appropriate to document or explain the project findings and recommendations. Prior to the submission of the final report, a review of the draft and



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supporting working papers shall be held with the contractor, as deemed necessary by the State Agency. The contractor shall incorporate any comments or changes into the work in a manner satisfactory to the State Agency.

- 3.2 The contractor shall inform the State Agency in writing and receive approval prior to initiating any significant changes in procedures, deadlines or staff assignments.
- 3.3 The contractor shall maintain security over all records, reports and related material and shall release such information only in a manner authorized in writing by the State Agency.

4. CONFIDENTIALITY

- The contractor shall keep the information related to all contracts and subcontracts in strict confidence. Other than the reports submitted to the Agency, the contractor shall not publish, reproduce or otherwise divulge such information, in whole or in part, in any manner or form, nor authorize or permit others to do so. The contractor shall take reasonable measures as are necessary to restrict access to the information, while contractor's possession, to those employees and the contractor's staff who must have the information on a agrees "need-to-know" basis. The contractor immediately notify the State Agency, in writing, in the event the contractor determines, or has reason to suspect, a breach of these requirements.
- 4.2 Such information may only be released with the express written approval of the State Agency.

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5. CONTRACTOR_RESPONSIBILITIES

- The Contractor shall, within five days after the award of 5.1 the contract, submit a written notification to the State Agency of the Project Manager's name, title, address and telephone number within its organization who is duly authorized to act as their representative for all correspondence, official notices, and requests related to the contractor's performance pursuant to the contract. The contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided the State agency is notified in writing and approves such substitution in writing as detailed below.
- Contractor shall complete the formal Letter to Proceed supplied by the State Agency. The Letter to Proceed must signed by an authorized representative of the contractor, dated and returned to the Agency prior to commencing work.
- The contractor shall complete and maintain time reports, including a summary of actual time and budgeted time to be submitted with the Contractor's original itemized invoices.
- The contractor understands and agrees to devote his or 5.4 her time, attention, best talents, and abilities to the prompt completion of assignments under the contract.
- 5.5 The contractor agrees to notify the State agency at least twenty-one (21) calendar days in advance of any personnel who are being removed or diverted from the contract. contractor shall provide the following:
 - 5.5.1 Written justification as to why the contractor's personnel are being removed or diverted.

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- 5.5.2 The name(s), background information and/or resume of the proposed substitute, and any potential conflict of interest.
- 5.5.3 The provisions of Scope of Work will also apply to the proposed substitute(s), lack of prior State Agency approval through written notice of approval will be grounds for contract termination.
- 5.6 The Offeror is responsible for listing any such equipment they feel is appropriate to undertake any actions in the performance of the Scope of Work contained herein.

6. STATE AGENCY RESPONSIBILITIES

- 6.1 Provide a formal Letter to Proceed to initiate the service between the contractor(s) and the State Agency. The Letter to Proceed shall define the specific work program assigned, individual(s) to be assigned, schedule of performance, any penalties or withholdings of payments for failure to perform, and reimbursement for reasonable travel, postage and printing costs and all pertinent facts regarding the assignment.
- 6.2 Provide the contractor background information and available shelf data.
- 6.3 Provide general directives as necessary and will be responsible for decisions pertaining to work under the contract.
- 6.4 Be the final authority in matters of policy and approval of the overall project plan and study.
- 6.5 The State Agency may authorize, in writing, minor changes, or modifications necessary for the Contractor to complete the Scope of Work.



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7. PAYMENT AND INVOICE REQUIREMENTS

- 7.1 The contractor shall submit itemized monthly invoices for services to the State of Arizona, Department of Water Resources, 400 W. Congress, Suite 518, Tucson, AZ 85701. The invoice must contain the official contract number as indicated on Form SPO 203.
- 7.2 The contractor shall indicate on the monthly invoice(s) the actual hours worked, the billing rate, employee name and job title, contract and project number, name of authorizing personnel, nature of worked performed, etc. Payment will be made in accordance with the state policy.
- 7.3 All hours charged to the contract must be supported by the contractor's detailed time sheets which state the hours each person worked each day.
- 7.4 Actual hours shall be the hours spent working on the assigned project tasks. Travel time to and from the contractor's domicile or office to the State Agency or Phoenix shall not be billable unless expressly agreed upon in the Letter to Proceed.

Arizona Water Banking Study Commission Subcommittee Membership / Schedule

Indian Issues - May 22, 2:00 p.m. - 3:00 p.m.

Gary Hansen

Mary Ann Antone

John Sullivan

Karen Barfoot

Cindy Chandley

Larry Robertson

Interstate & Intrastate Banking and Marketing Issues - May 22, 10:00 a.m. - 12:00 p.m.

Mark Meyer

Larry Dozier

John Sullivan

Paul Orme

Gary Hansen

Karen Barfoot

Bill Chase

Larry Robertson

Cindy Chandley

Don Pope

Planning and Modeling Assumptions - June 4, 9:00 a.m. - 11:00 a.m.

Larry Dozier

Bill Chase

Rita Pearson

Karen Barfoot

Mark Meyer

John Sullivan

Don Pope

Water Banking Benefits Outside of CAP Service Area - May 21, 1:00 p.m. - 2:30 p.m.

Tom Griffin

Larry Dozier

Gary Hansen

Don Pope

Cindy Chandley

Bill Chase

Karen Barfoot

Meetings scheduled as of May 19, 1997

All meetings to be held at the Arizona Department of Water Resources unless otherwise noted

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ARIZONA WATER BANKING STUDY COMMISSION

Indian Issues Subcommittee Thursday, May 22, 1997 2:00 p.m. - 4:00 p.m.

Arizona Department of Water Resources 500 North Third Street Third Floor Conference Room B Phoenix, Arizona

AGENDA

I.	Introductions	Mary Ann Antone
II.	Comments on CAP Wheeling from April 24 Meeting	Herb Dishlip
III.	Discussion of Future Bank Use by Indian Water Rightholders (Issues Outline Items B. and C.)	Herb Dishlip
III.	Further Discussion of the Status of Water Marketing by Indian Tribes	Herb Dishlip Gregg Houtz
IV.	Future Fact-finding Discussions with Arizona Tribes	Mary Ann Antone Gregg Houtz

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Arizona Water Banking Authority Study Commission at (602) 417-2440 or (602) 417-2455 (TDD). Requests should be made as early as possible to allow time to arrange the accommodation.

ARIZONA WATER BANKING STUDY COMMISSION

Interstate & Intrastate Banking and Marketing Issues Subcommittee
Thursday, May 22, 1997
10:00 a.m. - 12:00 p.m.

Arizona Department of Water Resources

500 North Third Street
Third Floor Conference Room A
Phoenix, Arizona

*TENTATIVE AGENDA

I.	Introductions	Mark Myers
II.	Review of Issues from the April 24 Meeting	Herb Dishlip
III.	Review of Statewide Population Projections	Herb Dishlip
IV.	Requests for Additional CAP M&I Water	Herb Dishlip

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Arizona Water Banking Authority Study Commission at (602) 417-2418 or (602) 417-2455 (TDD). Requests should be made as early as possible to allow time to arrange the accommodation.

ARIZONA WATER BANKING STUDY COMMISSION

Water Banking Benefits Outside of CAP Service Area Subcommittee Wednesday, May 21, 1997 1:00 p.m. - 2:30 p.m.

Arizona Department of Water Resources

500 North Third Street
Third Floor Conference Room
Phoenix, Arizona

*TENTATIVE AGENDA

- I. Introductions Tom Griffin
- II. Comments on Issues Identified at April 16 meeting

 Herb Dishlip
- III. River Shortage Potential Tom Carr / John Hetrick

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Arizona Water Banking Authority Study Commission at (602) 417-2418 or (602) 417-2455 (TDD). Requests should be made as early as possible to allow time to arrange the accommodation.