

CONTRIBUTED FUNDS AGREEMENT

**THE GILA RIVER INDIAN COMMUNITY (“COMMUNITY”)
AND
THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT (“CAWCD”)**

**FOR ASSISTANCE TOWARD COSTS CONCERNING THE COMMUNITY’S RECOVERY
OF PINAL ACTIVE MANAGEMENT LONG-TERM STORAGE CREDITS.**

ARTICLE I. BACKGROUND & PURPOSE

This Contributed Funds Agreement (“Agreement”) sets forth the responsibilities and procedures for coordinating, communicating and assisting the Community in developing infrastructure on its Reservation to facilitate the recovery of Pinal AMA long-term storage credits that were purchased by CAGR D to be used be recovered and exchanged for Community CAP Water under the Stored Water Recovery and Central Arizona Project Water Exchange Agreement (“Exchange Agreement”).

The purpose of this Agreement is to provide financial assistance to the Community to build the necessary infrastructure to facilitate the intent of the Exchange Agreement.

The Community and CAGR D acknowledge that this Agreement is part of a broader transaction among the CAGR D, Gila River Water Storage, LLC (“GRWS”), and the Community in which the CAGR D has leased NIA Priority CAP Water from the Community under a Lease Agreement, purchased Pinal AMA long-term storage credits from GRWS, and will recover its Pinal AMA long-term storage credits in exchange for the delivery of Community CAP Water.

The Community acknowledges that the consideration it has received, or will receive, under this Agreement, the Lease Agreement and Exchange Agreement represents fair market value for its CAP water leased to or exchanged with CAWCD.

ARTICLE II. ROLES AND RESPONSIBILITIES

Both parties do mutually understand and agree as follows:

CAWCD will:

- Contribute funds to assist with the development of infrastructure on the Community’s Reservation to facilitate the Community’s recovery of long-term storage credits it receives under the Lease Agreement and/or the use of reclaimed water delivered to the Community under the Exchange.
- Wire transfer the sum of two million five hundred thousand dollars (\$2,500,000) into a Community account, no later than December 31, 2019, provided all necessary state and federal approvals have been received for the Lease Agreement and Exchange Agreement. CAWCD shall have no obligation to contribute funds for the development of infrastructure on the Community’s Reservation in excess of the aforesaid \$2,500,000.

The Community will:

- Upon receipt of the contribution of funds, be solely responsible for the development of infrastructure on its Reservation.

ARTICLE III. ADMINISTRATION

The Community and CAWCD will execute this Agreement upon receiving all federal and state approvals necessary to effectuate the Lease Agreement and Exchange Agreement.

This Agreement shall become effective when signed by the authorized representatives of the Community and CAWCD, and shall remain in effect until the purpose of this Agreement has been completed or until one of the parties terminates the Agreement in writing.

For administrative purposes, the Community agrees that Linus Everling, Community General Counsel, or other such person authorized by Community, shall serve as the point of contact in regard to communications, official correspondence, and other matters related to this Agreement. CAWCD's General Manager will be the point of contact, or other such person authorized by CAWCD, shall serve as the point of contact in regard to communications, official correspondence, and other matters related to this Agreement.

Applicable laws of the State of Arizona shall govern this Agreement, including the rights of the Community and CAWCD with respect to the performance of this Agreement.

All amendments to this Agreement shall be made in writing by the mutual consent of the parties. The parties jointly agree to share in the responsibilities for amending the Agreement with the frequency and level of detail necessary to support the purposes for which the Agreement has been made. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail.

This Agreement will terminate upon completion of its stated purpose, unless formally reaffirmed, revised, or terminated by both the Community and CAGR in writing.

ARTICLE IV. LIST OF CONTACTS

For Community:

Linus Everling, General Counsel, Telephone number: 520-562-9763; and Email: linus.everling@gric.nsn.us

Address: 525 West Gu u Ki
Sacaton, AZ 85147

For CAWCD:

General Manager, Telephone number: 623-569-2333

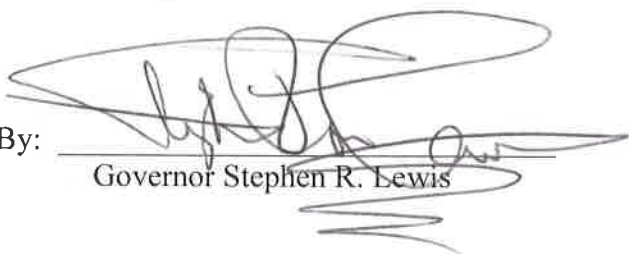
Address: Central Arizona Water Conservation District
c/o General Manager

P.O. Box 43020
Phoenix, Arizona 85080-3020

ARTICLE V. AUTHORIZED SIGNATURES


IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by an authorized official on the day and year set forth opposite their signature. This Agreement will become effective upon the date of the final signature.

GILA RIVER INDIAN COMMUNITY:

By:  _____ Date: 1/31/19

Governor Stephen R. Lewis

Approved as to Form:

 _____ Date: 2/6/19

Linus Everling, General Counsel

CENTRAL ARIZONA WATER CONSERVATION DISTRICT:

By:  _____ Date: 1/31/19

[name]
[title]

Approved as to Form:

 _____ Date: 2/7/19

[title]

