

**SPONSORSHIP AGREEMENT**

This **SPONSORSHIP AGREEMENT** (hereinafter, this “Agreement”), is effective as of the 2nd day of April, 2024 (the “Effective Date”), and is made by and between the **City of Maricopa**, an Arizona municipal corporation (“City”), and **Global Water Resources, Inc.**, a Delaware corporation (“Sponsor”). Sponsor and City are collectively referenced herein as the “Parties, ” and each individually as a “Party.”

**RECITALS**

WHEREAS, City has created a sponsorship package that will maximize the value of sponsorship dollars for Sponsor, and support the City’s citizens through events, programs, and activities at Lake View Park; and

WHEREAS, City has recently constructed the City-owned Lake View Park, which is located on that certain parcel more particularly known as Pinal County Assessor Parcel Number 512-02-499C (“Lake View Park”), as more particularly shown on **Exhibit A** attached hereto, and as more particularly described in Exhibit A to the City of Maricopa Ordinance No. 22-20, passed and adopted on August 16, 2022, each of which are incorporated herein by this reference; and

WHEREAS, Lake View Park contains two newly-constructed baseball fields (collectively, the “Baseball Fields”), and City desires to establish and grant temporary exclusive naming rights for the Baseball Fields to Sponsor for the term of this Agreement; and

WHEREAS, Sponsor desires to purchase the Package as more specifically set forth in Section 2 hereof (“Sponsorship Package”).

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing obligations, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, City and Sponsor agree as follows:

**1. SPONSOR OBLIGATIONS.** In consideration for the Sponsorship Package and benefits set forth herein, Sponsor agrees to pay City, on a recurring, quarterly basis during the term of this Agreement, an amount equal to the combined fees remitted by City to Sponsor’s operating utility subsidiaries during each preceding three (3) month period for water, sewer, and recycled water utility service at City’s newly constructed Lake View Park (each, a “Quarterly Payment.”) At the conclusion of each three month period following the Effective Date, Sponsor will calculate the Quarterly Payment due to City, and Sponsor shall thereafter remit the Quarterly Payment to City not more than forty-five (45) days following the end of the corresponding quarter.

**1.1. Example.** This section provides a simple, hypothetical example to illustrate the calculation of one Quarterly Payment based on the total service fees paid and attributable to Lake View Park during the quarter, as well as the calculation of the corresponding due date for the Quarterly Payment.

<b>Utility Service</b>	<b>Fees Paid - April</b>	<b>Fees Paid - May</b>	<b>Fees Paid - June</b>	<b>TOTAL FEES PAID / Quarterly Payment</b>
Water	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00
Sewer	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,500.00
Recycled Water	\$ 500.00	\$ 500.00	\$ 500.00	\$ 1,500.00
<b>TOTAL FEES</b>	<b>\$ 2,000.00</b>	<b>\$ 2,000.00</b>	<b>\$ 2,000.00</b>	<b>\$ <u>6,000.00</u></b>

In the example above, the total Quarterly Payment due to City is **\$6,000.00**. This Quarterly Payment would be due to City from Sponsor on or before August 14th (*i.e.* forty-five days following the June 30th end of the quarter).

**2. TERM AND TERMINATION.**

**2.1. Term.** This Agreement shall commence on the Effective Date, and shall continue thereafter for a period of four (4) calendar years (the “Initial Term”). Upon the expiration of the Initial Term, unless otherwise terminated in accord with this Section 2, this Agreement shall automatically renew for up to four (4) additional one (1) calendar year terms (each, a “Renewal Term,” and collectively with the Initial Term, the “Term”). Prior to the commencement of any Renewal Term, either Party may elect to terminate this Agreement upon the provision of written notice to the other Party not less than thirty (30) days prior to the expiration of the then-current Term.

**2.2. Termination.** City, in its sole discretion may terminate this agreement, without penalty, upon providing Sponsor with not less than thirty (30) days written notice prior to the effective date of the termination. If the Agreement is terminated by City prior to the end of a calendar year, Sponsor will only be responsible to make payments for the last full month the Agreement was in effect. Payment will be due within forty-five (45) days of the date of termination. Sponsor may also terminate this agreement, without penalty, upon providing City with thirty (30) days written notice prior to the effective date of the termination. If the Agreement is terminated by Sponsor, Sponsor will not receive a refund of any payment already made and will only be responsible to make payments for the last full month the Agreement was in effect. Payment will be due within forty-five (45) days of the date of termination.

**3. SPONSOR BENEFITS.** In consideration for the Sponsor obligations set forth herein, City grants to Sponsor the temporary, exclusive naming rights for the Baseball Fields at Lake View Park. Specifically, the fields will be named “Palo Verde Field,” and “Santa Cruz Field.” City agrees to acknowledge Sponsor’s naming rights during the Term via City’s installation of one or more personalized signage or plaque(s) at the Baseball Fields, which signage or plaque(s) shall be obtained at the sole expense of Sponsor, and the design and content of which shall be mutually agreed upon by the Parties. The placement of such personalized signage or plaque(s) shall occur as soon as is practicable under the circumstances.

**4. PROMOTION.** Sponsor will cooperate in any advertising campaigns or initiatives relating to the Sponsorship Package covered by this Agreement, through means Sponsor deems appropriate. During the Term of this Agreement, notwithstanding the exclusive naming rights and benefits conferred to Sponsor hereunder, City shall have the right, without charge, to photograph, use the names, likenesses, and images of the Baseball Fields in photographic, audio-visual, digital, or any other form of media (the “Media Materials”) and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner, and in whole or in part, in City brochures, website postings, informational and marketing materials, and reports and publications.

**5. CITY CONTROL AND OPERATION OF FACILITIES.** City shall at all times be solely responsible for maintaining and operating the Baseball Fields and Lake View Park (collectively, the “Facilities”) in a good, clean, and safe condition. City agrees that Sponsor shall not, and does not intend to maintain any presence at the Facilities, and nothing in this Agreement shall interpreted to impose upon Sponsor any right or obligation with regard to the control, design, construction, management, operation, maintenance, or repair of the Facilities. City agrees that it shall be solely responsible to manage and operate, or cause to be managed and operated, the Facilities (including all naming signage and plaques contemplated herein) in compliance with all applicable laws, and the requirements of this Agreement. Without limiting the generality of the foregoing, City shall at all times have the exclusive right to take any actions, including without limitation the covering, relocation, or temporary removal of any signage or plaque(s) contemplated herein, as may be reasonably necessary for the safe and orderly operation of the Facilities.

**6. NOTICES.** All notices to the other party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following personnel:

To City:

City of Maricopa  
ATTN: Community Services Director  
39700 W Civic Center Plaza  
Maricopa, AZ 85138

To Sponsor:

Global Water Resources, Inc.  
ATTN: Jon Corwin  
22259 N Powers Parkway  
Maricopa, AZ 85138

7. FORCE MAJEURE. City and Sponsor shall exert all efforts to perform their respective obligations under this Agreement in a timely and diligent manner. However, neither Party shall hold the other Party responsible for a failure to perform, or an inability to render timely performance if such inability is a direct result of a cause beyond the non-performing Party's reasonable control (a "Force Majeure Event"), including but not limited to: labor stoppages, fires, civil disobedience, riots, natural disasters, acts of war or terrorism, actions or decrees of governmental bodies, and similar occurrences. The Party who has been so affected by a Force Majeure Event shall promptly give written notice to the other Party, and shall use its commercially reasonable efforts to resume performance as soon as is practicable under the circumstances. Upon a Party's receipt of such notice, all obligations under this Agreement shall be immediately suspended for the duration of such Force Majeure Event.

8. MUTUAL INDEMNIFICATION AND HOLD HARMLESS. The Parties mutually agree to indemnify and hold one another harmless from any and all loss, liability, damage, or expense, including reasonable attorneys' fees and costs, arising out of or in connection with this Agreement, including without limitation from the operation, maintenance, repair, supervision, inspection, or ownership of the Facilities. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

9. WAIVER OF TERMS AND CONDITIONS. The failure of City or Sponsor to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered a waiver of such terms, conditions, rights or privileges, and they shall remain in full force and effect, unless a written notice of waiver of the same is executed by the waiving Party and delivered to the non-waiving Party.

10. INDEPENDENT CONTRACTOR. Sponsor shall at all times retain Sponsor's status as an independent contractor. Sponsor's employees shall under no circumstances be considered or held to be employees or agents of City, and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of them or Sponsor.

11. ARBITRATION. In the event that there is a dispute hereunder which the parties cannot resolve between themselves, the parties agree to attempt to settle the dispute by nonbinding arbitration before commencement of litigation. The arbitration shall be held under the rules of the American Arbitration Association. The matter in dispute shall be submitted to an arbitrator mutually selected by Sponsor and City. In the event that the parties cannot agree upon the selection of an arbitrator within seven (7) days, then within three (3) days thereafter, City and Sponsor shall request the presiding judge of the Superior Court in and for the County of Pinal, State of Arizona, to appoint an independent arbitrator. The cost of any such arbitration shall be divided equally between City and Sponsor. The results of the arbitration shall be nonbinding on the parties, and any party shall be free to initiate litigation subsequent to the final decision of the arbitrator.

12. GOVERNING LAW AND VENUE. The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such

action.

**13. NONASSIGNMENT.** Neither Party to this Agreement shall assign its interest in the Agreement, either in whole or in part.

**14. ENTIRE AGREEMENT.** This Agreement, together with any attachments hereto, represents the entire agreement between City and Sponsor, and supersedes all prior negotiations, representations or agreements, whether express or implied, written or oral related to the sponsorship of Lake View Park. It is mutually understood and agreed by the Parties that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

**15. COUNTERPARTS.** This Agreement may be executed in counterparts, and upon execution, each counterpart shall for all purposes be an original, and all such counterparts shall together constitute one and the same Agreement.

**16. SEVERABILITY.** If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, regulation, or ordinance, the validity of the remaining portions and provisions hereof shall not be affected, and the offending provision shall be stricken from this Agreement, and shall thereafter be without effect.

**17. CONFLICTS OF INTEREST.** The provisions of Arizona Revised Statutes (“A.R.S.”) § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

**18. AMERICANS WITH DISABILITIES ACT.** This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101 - 12213) and all applicable federal regulations thereunder, including 28 CFR Parts 35 and 36. Sponsor shall comply with Executive Order 99-4, Part I.A., which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities, and all other applicable state and federal employment laws, rules and regulations, including the Americans with Disabilities Act. Sponsor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, age, national origin or political affiliation or disability.

**19. FEDERAL REGULATIONS.** Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Sponsor acknowledges, by signature to this Agreement, that: Sponsor is not currently suspended or debarred from contracting with the federal government or any of its agencies, or with the State of Arizona or any of its political subdivisions; Sponsor's principals are not currently suspended or debarred from contracting with the federal government or any of its agencies or the State of Arizona or any of its political subdivisions.

**20. UNDOCUMENTED WORKERS.** Sponsor understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986. Sponsor hereby warrants to City that Sponsor and each of its subcontractors, if any, will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.

**21. NO KICK-BACK CERTIFICATION.** Sponsor warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of City has an interest, financially or otherwise, in Sponsor's firm. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability, or at its discretion to deduct from the compensation to be paid Sponsor hereunder, the full amount of such commission, percentage, brokerage or contingent fee.

**22. BOYCOTT OF ISRAEL.** Sponsor shall not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel in accordance with A.R.S. § 35-393.01

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

SPONSOR:

**GLOBAL WATER RESOURCES, INC.,**  
a Delaware corporation and holding company for a  
regulated Arizona utility

By:  \_\_\_\_\_

Name: Ron L. Fleming

Title: Chairman, President, & CEO

Date: 3/18/24 \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

CITY:  
**CITY OF MARICOPA,**  
an Arizona municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

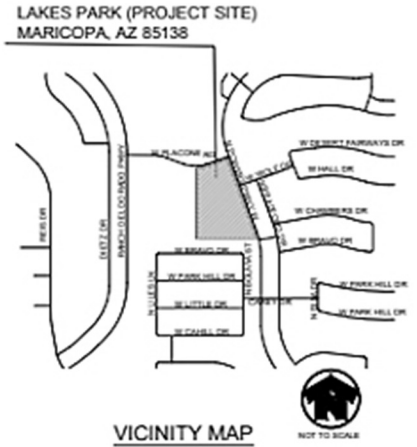
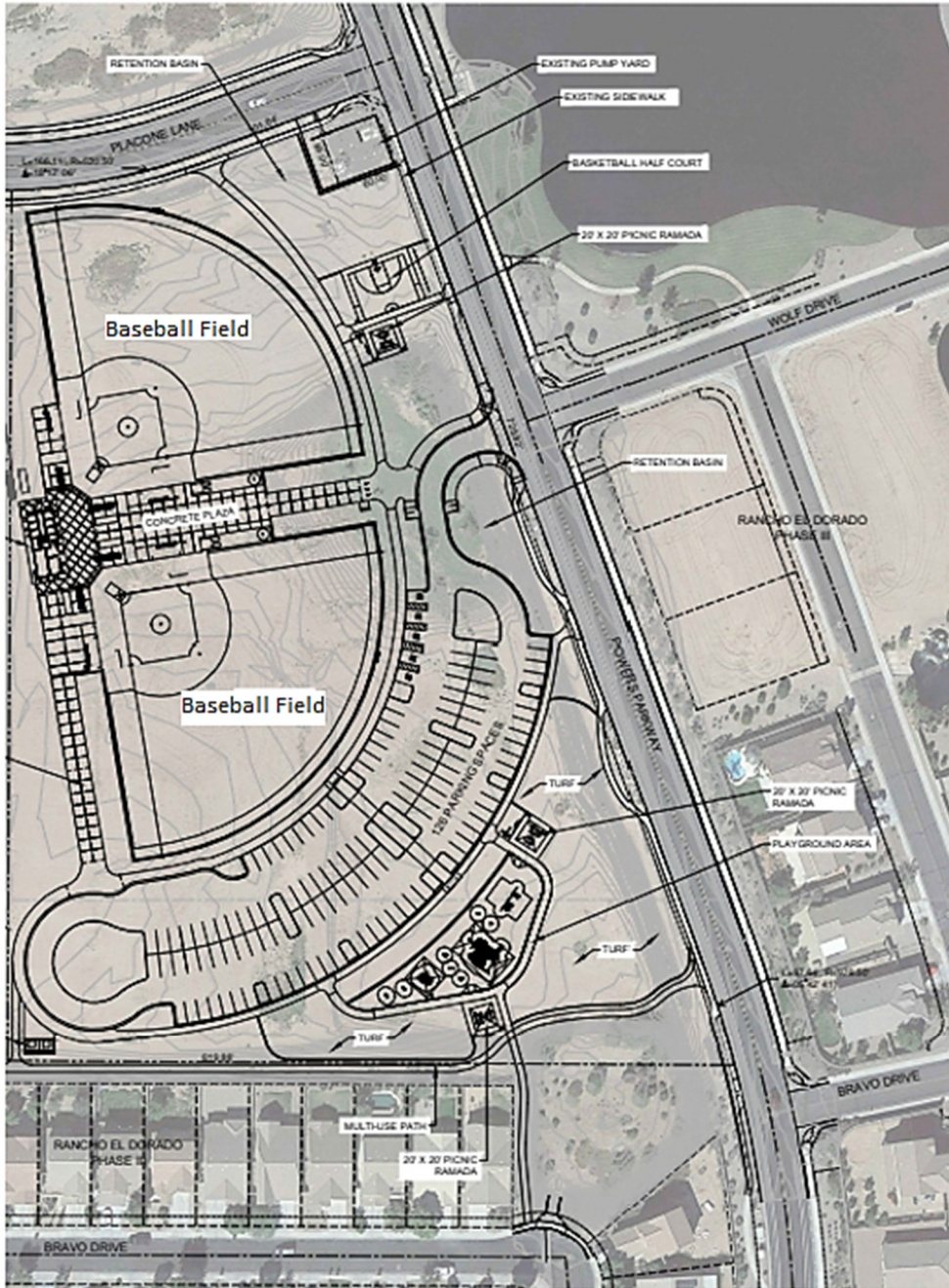
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Vanessa Bueras, MMC  
City Clerk

\_\_\_\_\_  
City Attorney

**EXHIBIT A.**

**General Plan of Lake View Park**



**PARCEL NO. 51202499C  
OWNER: CITY OF MARICOPA**