

**AGREEMENT FOR THE SALE AND PURCHASE
OF WASTEWATER EFFLUENT**

This AGREEMENT FOR THE SALE AND PURCHASE OF WASTEWATER EFFLUENT (the "Agreement") is made and entered into on this 19th day of November, 2024 (the "Effective Date") by and between the City of Bisbee, an Arizona municipal corporation (the "City"), and Cochise County, a political subdivision of the State of Arizona (the "County"). The City and County may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, on or about August 13, 2019, the City and County entered into a Municipal Effluent Option Agreement (the "Option Agreement") referring to the County's largescale recharge project focused on maintaining the flows and supporting the riparian habitat of the San Pedro River (the "Bisbee Effluent Project" or "Project"); and,

WHEREAS, the County desires to receive from the City a minimum of 200 acre-feet of water annually to accomplish a central purpose of the Bisbee Effluent Project, by which the County will pipe treated effluent to the San Pedro River for basin recharge; and,

WHEREAS, the City operates the San Jose Water Treatment Facility (the "Facility"), which treats raw sewage collected from sources within and outside of the corporate boundaries of the City and currently produces approximately 360 acre-feet of treated wastewater effluent ("Effluent") annually; and,

WHEREAS, based on the current operation of the Facility, the City can assure a minimum of 200 acre-feet of Effluent to the County for use in the Bisbee Effluent Project, thus supporting the Project by ensuring the beneficial use of a renewable water resource for San Pedro watershed enhancement purposes while reducing demand for non-renewable water supplies; and,

WHEREAS, on April 17, 1989, in the case of *Arizona Public Service Co. v. Long*, 160 Ariz. 429 (1989) ("*Long*"), the Arizona Supreme Court held, among other things, that municipal sewage effluent is neither surface water nor groundwater; it is instead water that loses its original character as surface water or groundwater, and does not reestablish its legal character until it is returned to the land as either surface water or groundwater, such that the municipalities creating it are free to contract for the disposition of said effluent; and,

WHEREAS, consistent with the holding in *Long*, the Arizona legislature subsequently amended the Arizona water code to define "effluent" separately from surface or groundwater, and it is currently defined as "water that has been collected in a sanitary sewer for subsequent treatment in a facility that is regulated pursuant to Title 49, Chapter 2. Such water remains effluent until it acquires the characteristics of groundwater or surface water." A.R.S. § 45-101(4); and,

WHEREAS, the option to receive and use effluent, as obtained by the County from the City in accordance with the Option Agreement and this Agreement, is intended by the Parties to

meet the legal standards set forth in *Long* and A.R.S. § 45-101(4) regarding the City's contemplated disposition of the Effluent; and

WHEREAS, pursuant to A.R.S. section 11-251(68), the County Board of Supervisors may participate in water reuse and recycling programs and regional wastewater recharge projects and related infrastructure; and,

WHEREAS, this Agreement is for the purpose of a water reuse, recycle and recharge project;

WHEREAS, the City of Bisbee and the County are partners through Memorandums of Understanding with the Upper San Pedro Partnership and the Cochise Conservation and Recharge Network ("CCRN") with the express mission to protect flows in the federally designated San Pedro Riparian National Conservation Area as well as the long-term viability of Fort Huachuca;

WHEREAS, good faith efforts are underway to secure future funding through CCRN for operations, maintenance, and monitoring costs associated with this Project and other recharge projects; and

WHEREAS, the County Flood Control District is currently designing a pipeline needed for the Bisbee Effluent project that is 30% designed in 2024 and this Agreement is a necessary part of the project to recharge effluent at the southern-most critical location of the San Pedro River.

NOW, THEREFORE, in consideration of the mutual promises, terms, and conditions contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Parties, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Recitals detailed above are accurate and incorporated herein.
2. Volume and Delivery of Effluent. The City processes and discharges approximately 360 acre-feet of effluent per year and shall undertake all reasonable, good faith efforts to maintain all existing operations at the Facility necessary to provide the County with a minimum quantity of 200 acre-feet of Effluent annually during the Term of this Agreement. The City further agrees that it will notify the County in writing, as soon as reasonably possible, of any development or change in circumstances beyond its control that may adversely affect the City's ability to continue to produce at least 200 acre-feet of Effluent per year.
 - 2.1. Measurement and quantification of the volume delivered in any year will be determined by the instrumentation and monitoring equipment in place at the City's Facility. The City shall be solely responsible for maintaining its instrumentation and monitoring equipment to ensure accuracy of the quantification. The County, at its own expense, may request an independent examination of the instrumentation and monitoring equipment of the Facility in the event it believes the quantification is inaccurate.

2.2. Nothing in this Agreement shall impair the right of the City to use, sell or otherwise dispose of any and all effluent produced by the City in excess of the required Effluent under this Agreement (the "Additional Effluent"). At the City's discretion, and provided the County is notified of and agrees in advance in writing to delivery of Additional Effluent, the City may deliver such Additional Effluent to the County. Such advance notice shall be provided as soon as practicable.

2.3. **Quality of the Effluent.** All Effluent sold and delivered hereunder shall have received wastewater treatment, and shall meet the standards required by law and specified in Permit No. AZ0026077 issued to the City by the U.S. Environmental Protection Agency (hereinafter "EPA"), including any amendments or replacements thereof as may be made from time to time and/or in any other required permit or authorization as may hereafter be issued by the Arizona Department of Environmental Quality (hereinafter "ADEQ"), or any other federal or state agency having jurisdiction respecting the treatment and/or discharge of wastewater effluent. Should the City be required by law to treat the Effluent in a manner that results in increased expenses to the City because it is delivering the Effluent to the County under this Agreement, which expense the City would not have incurred if the Effluent was disposed by the City as it is currently being disposed, then the County shall have the right to require the City to so treat the Effluent and shall reimburse the City for all reasonable expenses (not including any costs of plant additions or improvements) incurred by the City in providing such treatment.

The City shall notify the County in writing as soon as reasonably possible after the City identifies the need for any improvement, even if such action is not expected to create a County expense. The City shall notify the County in writing at least 30 days in advance of any anticipated City action to commit to specific infrastructure changes; such notice will include the technical scope, projected timeline and cost estimate for that work. No such work contemplated shall exceed the scope of this agreement nor result in any cost to the County without advance County approval in writing of the same. Such approval shall be extended consistent with customary County procedure as to process and form for the type and scale of the expenditure.

3. **Term.** The term of this Agreement shall be for a period of twenty-five (25) years from the Effective Date, unless terminated as otherwise provided for in this Agreement. Upon execution of this Agreement by both Parties, the Option Agreement shall immediately terminate.

4. **Payment Terms.**

4.1 The County shall pay the City \$150,000.00 upon the County's award of the contract for construction of the pipeline and/or recharge facility. The County will notify the City upon award of the construction contract. The County will make payment within 30 days after receiving an invoice from the City. The City shall use the \$150,000.00 to support its departmental administration, operations and maintenance responsibilities (including updates of equipment if needed) for the Project pipeline ("Pipeline") until the funds are depleted. After that time, the City will be solely responsible for the operation and maintenance costs as provided below at section 6.1 of this Agreement.

4.2 Once the pipeline construction has been completed, the County has constructed a recharge facility and the project is fully operational, the City shall provide an annual report and invoice to the County on or around January 15 that shows the amount of Effluent delivered during the previous calendar year and the County shall pay the City \$250.00 per acre-foot of Effluent actually delivered to the County for a minimum of 200 acre-feet of Effluent. The City is responsible for invoicing the County for all amounts due and payable under this Agreement, which payments shall be made by the County within 30 days of receipt of such invoices.

4.3 The Parties will evaluate the market value of the Effluent water every five (5) years after the initial delivery of Effluent and adjust the per acre-foot payment to reflect current market conditions for payments for the Effluent and any Additional Effluent the City may deliver to the County.

5. Maintenance of the Facility. The City warrants and represents that it will provide all necessary maintenance of its Facility in order to process and make available all Effluent provided for in this Agreement, and shall continue to comply with all statutes, laws and other regulatory or permitting standards regarding the Facility and the Effluent discharged therefrom during the term of this Agreement.

6. Maintenance of the Bisbee Effluent Project.

6.1. The City agrees to be responsible for the maintenance and operation of the Pipeline segment of the Project. The Parties anticipate that the long-term maintenance and operation expenses for the Pipeline will be fully covered through a separate maintenance and operation agreement with the CCRN (the "M&O Funding"). However, until such time as M&O Funding is secured and in place, the City warrants and represents that the City will be responsible for all necessary maintenance and operation expenses of the Pipeline segment of the Project to deliver Effluent to the County's designated recharge basin location. The City's expense obligations under this Paragraph 6.1 shall be a maximum annual expense equivalent to the payment the City receives for the Effluent as provided for in Paragraph 4.2 of this Agreement and the balance of funding provided in Paragraph 4.1. Any maintenance and operation expenses in excess of such maximum amount, and not paid through M&O Funding, shall be reimbursed to the City by the County at the end of the year.

6.2. The County warrants and represents it will provide all necessary maintenance of the Project recharge basin in order to receive all Effluent provided for in this Agreement, and shall continue to comply with all applicable statutes, laws and other regulatory or permitting standards regarding the Project and the Effluent discharged thereto during the term of this Agreement.

7. Force Majeure. A "Force Majeure" event is defined as any event beyond the control of the Parties that prevents the Parties from complying with obligations under the Agreement, including but not limited to: act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); war, pandemics, hostilities (whether war be declared or not), invasion, act of foreign enemies, or embargo; rebellion, revolution, insurrection, or military or usurped power, or civil war; contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive, or other hazardous properties of any

explosive nuclear assembly or nuclear component of such assembly; riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Parties or their subcontractors; or acts or threats of terrorism. Neither the City nor the County shall be considered in breach of the Agreement to the extent that performance of their respective obligations, excluding payment obligations, is prevented by an event of Force Majeure that arises after the Effective Date. The Party prevented from carrying out its obligations hereunder (the "Affected Party") shall give notice to the other Party of an event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party. If and to the extent that the City is prevented from executing its obligations herein by the Event of Force Majeure, while the City is so prevented it shall be relieved of its obligations to make Effluent available but shall endeavor to continue to perform its obligations under the Agreement so far as reasonably practicable. Any Party rendered unable to fulfill any obligation by reason of any Force Majeure shall exercise due diligence to remove such inability with all reasonable dispatch. If an event of Force Majeure results in a loss or damage to the Facility, then the City shall rectify such loss or damage to the extent required to comply with its obligations herein; any cost of rectification (less any insurance or other funding proceeds received by the City for the loss or damage, including federal or other government resources) shall be borne by the County after the City takes reasonable steps to mitigate such losses. During a period of Force Majeure, the City is not entitled to any payments provided for under the Agreement, and the Term of the Agreement shall be extended by a period of time equal to the period of interruption of access to available Effluent caused by the event of Force Majeure.

7.1. Stay or Termination. Irrespective of any extension of time, if an event of Force Majeure occurs and its effect continues for a period of 180 days or longer, the Agreement shall be stayed unless either Party gives the other Party a notice of termination. In the event either Party delivers a notice of termination, it shall take effect forty-five (45) days after the delivery of the notice. If, at the end of the forty-five (45) day notice period the effect of the Force Majeure continues, the Agreement shall terminate.

8. Shutdowns. The City has the right, in its sole discretion, to shut down all or part of the Facility for purposes of routine maintenance and repair, and in the event of emergency. In the event of routine repair and maintenance, the City will give the County reasonable advance notice in writing of such shut down. In the event of an emergency, the City will give as much notice as is reasonable under the circumstances prior to shutting down the affected portion of the Facility; emergency notice may be given verbally but will be followed with written confirmation as soon as is practicable.

9. Insurance. The Parties shall each procure and maintain insurance against physical damage to property, or death of or personal injury to any persons, of the kind and coverages normally carried by entities operating similar Facilities and providing similar effluent, and as sufficient to address foreseeable losses of the Parties. Upon request, each Party shall furnish the other Party certificates of insurance to demonstrate compliance with this Paragraph 9.

10. Indemnification.

10.1 Except for the negligent or intentional acts of the County, their officers, directors, employees, elected officials and agents, the City shall, to the extent permitted by law, indemnify

and hold the County and its officers, directors, employees, elected officials and agents harmless for any physical damage to property, or death of, or personal injury to, any person, and from any cost, expense, claim or loss from such damage, injury or death arising out of the ownership, use, occupancy, operation, maintenance, repair, replacement and reconstruction of the Facility owned by the City.

10.2 Except for the negligent or intentional acts of the City, its officers, managers, employees, elected officials or agents, the County shall indemnify and hold the City and its officers, managers, employees, elected officials and agents harmless for any physical damage to property, or death of, or personal injury to, any person, and from any cost, expense, claim or loss from such damage, injury or death arising out of the construction, ownership, use, occupancy, operation, maintenance, repair, replacement and reconstruction of the recharge Facility for the Project, or the transportation, use, resale or disposal of Effluent after delivered to the County and accepted hereunder.

11. No Third-Party Beneficiaries. This Agreement is entered and enforceable between the Parties. No third-party beneficiaries are intended by this Agreement without the written consent of both Parties.

12. No Third-Party Contract Interference. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals. Each Party represents that this Agreement will not interfere with any existing or contemplated contract and/or any other contractual interest.

13. Notice. All written notices concerning this Agreement shall be delivered in person or sent by certified mail, return receipt requested, to the Parties as follows:

To the City:

City of Bisbee
Attn: City Manager
76 Erie Street
Bisbee, Arizona 85603

To the County:

Cochise County
Attn: County Administrator
1415 Melody Lane, Building G
Bisbee, Arizona 85604

Any notice or communication required or necessitated by this Agreement shall be given or served and shall not be deemed to have been duly given or served, unless in writing and forwarded by certified or registered mail, return receipt requested, or by personal delivery (which may include public or private express delivery and overnight courier services) addressed to the Party representative specified in this Paragraph. Either Party may change such address by written notice

in the manner specified above for the giving of notices to the other; provided, however, neither Party may designate a foreign address or an address for delivery of notices which does not indicate a street address (i.e., building name or number and street identification), city, state and zip code. Notice shall be deemed received as of the date such notice is (i) delivered to the Party intended to receive such notice, (ii) delivered to the then designated address of the Party's representative to receive such notice, (iii) rejected or other refusal to accept at the then designated address of the Party's representative to receive such notice, (iv) undeliverable because of a changed address of which no notice was given, or (v) three (3) days following deposit in the United States mail, if served by certified or registered mail, return receipt requested. In no event shall notices be transmitted by facsimile or electronic mail.

14. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter herein and accurately sets forth the rights, duties, and obligations of the County and the City. All prior or contemporaneous agreements and understandings, oral or written, are hereby terminated and superseded.

15. Amendments and Assignments.

15.1 The Parties retain the right to contract with third parties for their respective construction, operational and/or maintenance responsibilities set out herein. Either Party so contracting will notify the other Party of the contractor's name and role in writing in advance of any third-party work performance under this Agreement. The jurisdictional responsibilities of each Party shall remain unaffected by the use of any such third-party contractors.

15.2 Amendments to this Agreement shall be mutually agreed upon and made in writing and signed and dated by both Parties and approved by the Board of Supervisors and Bisbee City Council, prior to any changes becoming effective.

16. Additional Documents. The Parties agree to cooperate fully and execute any and all supplementary documents and take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement. Nothing stated herein shall be construed as requiring any Party hereto or any representative of any Party to provide any evidence, document or testimony other than in response to legal process.

17. Records. In accordance with A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after termination of this Agreement.

18. Termination.

18.1 This Agreement is subject to termination or extension by mutual written agreement of the Parties executed consistent with the jurisdictional requirements of each for such purpose.

18.2 It is the intention of both Parties to pursue completion of this Project without undue delay but both hereby acknowledge that the Project involves third-party approvals and cost obligations that cannot be resolved prior to execution of this Agreement. If the Project has not yet

secured construction contracts due to the lack of funding or any needed third-party permission, the Parties agree that the Agreement shall terminate automatically five (5) years and one (1) day from the Effective Date and that neither Party will pay the other damages and the County will not be obligated to pay the \$150,000 to the City.

18.3 Agreement Subject to Appropriation. Each Party is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Party's then current fiscal year. The Parties' obligations under this Agreement are current expenses subject to the fiscal constraints in the budget and the unfettered legislative discretion of the Parties concerning budgeted purposes and appropriation of funds. Should the Parties, after this Agreement is executed, elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the non-appropriating Party shall be relieved of any subsequent obligation under this Agreement, subject to the liquidated damages provisions contained herein. The Parties agree that the Parties have no obligation or duty of good faith to budget or appropriate the payment of the obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Parties shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Parties shall keep each other informed as to the availability of funds for this Agreement. The obligation of the Parties to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the respective Party. If the Agreement is terminated pursuant to this section, the termination will not be considered a Material Breach and the Parties hereby waive any and all rights to bring any claim against each other from or relating in any way to the termination of this Agreement pursuant to this section.

19. Damages Following Material Breach

19.1 Once this recharge project has become fully operational, *i.e.* the Pipeline is completed, the recharge facility constructed and the City has begun to deliver the Effluent per this Agreement, a material breach of the Agreement is hereby deemed to occur whenever the key purposes of this Agreement are frustrated, except as provided for pursuant to paragraph 7 Force Majeure and paragraph 18 Termination above. Material Breaches include, but are not limited to: (1) the full cessation of water delivery and/or monetary payments set out herein at any time during the term of this Agreement, (2) the failure of the City to provide the minimum water total specified herein or (3) the failure by either Party to fund needed infrastructure (including any critical repairs) per the terms of this Agreement during the first 10 years the Agreement is in effect ("Material Breach").

It is anticipated that a Material Breach of this Agreement could result in damages. For the County, those damages include, but are not limited to, costs incurred in permitting and construction of the Bisbee Effluent Project, securing easements or other land acquisitions related to the Pipeline, engineering and design of the Pipeline, and costs for staff or independent contractors to perform ongoing operation and maintenance. For the City, those damages include, but are not limited to, costs incurred in maintenance, instrumentation, and improvements to the Facility and monitoring instrumentation or equipment that the City may install to comply with its obligations under the

Agreement. The Parties agree that a specific estimate of the damages in the event of a Material Breach is difficult to quantify and may vary between the current date and the date the Project is fully completed.

The Parties agree that if the County expends funds in permitting and constructing the Project, securing easements or other land acquisitions related to the Pipeline, engineering and design of the Pipeline, and/or costs for staff or independent contractors to perform operation and maintenance in reasonable anticipation of and reliance upon the City's performance of this Agreement, and the City materially breaches this Agreement, the County is entitled to compensatory damages.

The Parties agree that if the City expends funds in maintenance, instrumentation, and improvements to the Facility and/or costs for staff or independent contractors to perform operation and maintenance in reasonable anticipation of and reliance upon the County's performance of this Agreement, and the County materially breaches this Agreement, the City is entitled to compensatory damages.

19.2 Determination of Damages through Arbitration. The parties agree that any dispute arising under this Agreement as to compensatory damages shall be resolved by arbitration pursuant to A.R.S. § 12-1501, *et. seq.* The parties will mutually select the Arbitrator and the arbitration costs will be shared equally by the parties. The decision of the Arbitrator shall be final as to this issue.

20. Specific Performance. In the event of any breach of or default in any of the terms or provisions of this Agreement by either Party hereto, the other Party will have the right to demand and have specific performance of this Agreement, in addition to any other right or remedy set out herein or available at law or in equity.

21. E-verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties' and their respective subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the non-breaching Party. Each Party retains the legal right to randomly inspect the papers and records of the other Party and its subcontractors who work on this Agreement to ensure that each Party and its subcontractors are complying with the above-mentioned warranty.

22. Severability/Invalid Provisions. In the event that any provision of this Agreement or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect.

23. Compliance with Laws. Both Parties shall comply with all applicable laws and regulations. In the event the City is prohibited by any state or federal laws or regulations hereafter enacted or adopted from selling Effluent for the uses contemplated herein, the City shall have the right to cancel and terminate this Agreement upon giving 90 days' notice in writing to the County. Until

the notice period runs and the termination becomes effective, the County shall continue to pay for the Effluent pursuant to the terms specified in this Agreement.

24. Conflict of Interest. This Agreement is subject to the provisions of A.R.S § 38-511.

25. Sales and Use Taxes. In the event the State of Arizona, County of Cochise or the federal government should require that the City pay a tax resulting from the sale of Effluent to the County, then the price for the Effluent shall be increased by the amount of such tax. In the event the City shall levy a tax on the sale or use of the Effluent, then the amounts of any such tax paid by County shall be deducted from the amounts payable under the terms specified in this Agreement.

26. Choice of Law and Venue. This Agreement is governed by the laws of the State of Arizona. Any lawsuit related to this Agreement shall be brought in Cochise County, Arizona.

27. Counterparts. This Agreement may be executed in counterparts and if so executed, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

28. Titles, Headings and Captions. Titles headings, or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or proscribe the scope of this Agreement or the intent of any provisions hereof.

29. The Effective Date of this Agreement is the last date after it is fully executed by both Parties and their respective counsel and approved by the County Board of Supervisors.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above, and each person signing this Agreement warrants that he/she has the capacity and authority to execute this Agreement.

COCHISE COUNTY, a political subdivision of the State of Arizona

Ann English
11-26-24

Ann English, Chairwoman
Board of Supervisors

ATTEST:

Lara Loewenheim
Lara Loewenheim, Clerk of the Board

APPROVED AS TO FORM:

Denise Riden
Denise Riden, Civil Deputy County Attorney
For Cochise County

CITY OF BISBEE,
an Arizona municipal corporation

Ken Budge

Ken Budge, Mayor

ATTEST:

Ashlee Coronado
Ashlee Coronado, City Clerk

APPROVED AS TO FORM:

Joseph D. Estes
Joseph D. Estes, City Attorney
Pierce Coleman, PLLC

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Final Audit Report

2024-11-21

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