

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
CITY OF DOUGLAS  
AND  
COCHISE COUNTY COMMUNITY COLLEGE DISTRICT  
REGARDING THE EXTENSION OF UTILITY SERVICES AND BACKUP WELL**

This Intergovernmental Agreement ("Agreement") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between City of Douglas, hereinafter referred to as "City" and Cochise County Community College District, hereinafter referred to as "District".

**RECITALS**

**WHEREAS**, City is an Arizona municipal corporation located in Cochise County, Arizona, charged with the responsibility for preserving the peace, health and safety of its citizens, and authorized to provide the following utility services where adequate service is not available: water service, sewer service, reclaimed water service; and

**WHEREAS**, City is authorized to provide one or more of the above-mentioned utility services beyond City's territorial limits upon certain terms and conditions; and

**WHEREAS**, The District, a political subdivision of the state of Arizona, has sold to the City certain real property legally described in Exhibit A, attached hereto and incorporated herein by this reference ("Property"). The Property is situated beyond City's territorial limits, but is within the limits of City's service area for the utility service to be provided pursuant to this Agreement; and

**WHEREAS**, The District has made written application to City for an extension of water and sewer utility services to the Cochise County Community College District Douglas Campus; and

**WHEREAS**, The Parties agree that in making the promises contained in this Agreement that certain benefits and advantages will accrue to the Parties as a result of the performance of this Agreement and therefore this Agreement is being entered into in reliance upon the mutual benefits afforded the Parties upon the terms and conditions as set forth herein; and

**WHEREAS**, the purpose and intent of this Agreement is to provide for the extension of water and sewer services to Cochise County Community College District Douglas Campus in exchange for the use of the District's active groundwater well site (Well #1) as a backup to the expansion of services.

**NOW THEREFORE**, the District and City (collectively the "Parties") understand and agree as follows:

## **1. DURATION OF AGREEMENT**

This Agreement shall commence on the Effective Date and shall remain in effect until such time as both parties agree in writing to dissolve this Agreement as provided in this Agreement.

## **2. PURPOSE**

The purpose of this Agreement is for the City to extend water and sewer services to the District, located at Southeast Corner of Cochise Community College Douglas Campus, Douglas, Cochise County, Arizona, Assessor Parcel No. 407-61-013B. In exchange for extending such water and sewer services, the District has transferred certain real property and allow the use of the District's groundwater well site as a backup well to the City for the proper maintenance and care of the City's water and sewer utility system ("City System"). To the extent applicable, the City and the District shall coordinate and seek funding for the expansion of the City System through State and Federal funding sources available.

## **3. BACKUP WELL SITE**

### **a. Use of District's Groundwater Well Site for Backup**

District is the owner and operator of a self-contained water system, including the water well servicing the District (well registry number 55-601343) and all components related thereto, located at its Cochise County Community College District Douglas Campus ("District System"). To provide a better service to District, City requires the use of the District System (Well #1) to be available to City's newly constructed water system so that it may be utilized as a back-up, redundant system to provide water services to the Douglas Service Area. Upon the completion of a new utility main system by the City, District agrees to keep the District System active by adhering to ADEQ and ADWR regulatory agencies requirements for potable water use. District, at its own cost and expense shall continue the upkeep of the District System for the District's irrigation purposes, but also for the City's backup needs. The District shall communicate to the City when the District System is out of service and shall provide service and repairs in a commercially reasonable time frame so that redundant services are not affected. Upon request, the District shall provide maintenance logs and any other pertinent documentation necessary to ensure the adequate operation of the District System. The District shall provide raw (untreated) water to the City through the District System and the City shall be responsible for the treatment and adhering to potable water standards.

District is the owner of two other non-potable water wells located on the Cochise Community College Campus. These non-potable water wells shall remain under the ownership and operation of District.

## **4. CITY'S ROLE**

### **a. Extension of Water Services**

The City shall, at its sole cost and expense, cause its main utility service to be extended to Southeast Corner of Cochise County Community College District Douglas Campus, Douglas, Cochise County, Arizona, Assessor Parcel No. 407-61-013. Further, the City shall, at its sole cost and expense, cause the City System to be connected to the District System. Any improvements necessary to connect from the City's well site to the District campus and any improvements to the connection to the District System shall be the sole cost and expense of District.

As part of the City's extension of its water main utility service, the City shall construct a new potable groundwater well and water treatment facilities, water storage tank and appurtenances necessary to furnish potable water to City customers on the Property. The City shall cause the District's logo to be permanently displayed on the water storage tank. In the event the District desires to replace or repair the logo, the District shall be responsible for the costs of such repair or replacement. This shall not restrict the City from placing its own logo on the water storage tank.

**b. Extension of Sewer Services**

The City shall, at its sole cost and expense, cause its sewer main utility service to be extended to Southeast Corner of Cochise County Community College District Douglas Campus, Douglas, Cochise County, Arizona, Assessor Parcel No. 407-61-013. Any improvement necessary to improve the connection to the City's sewer system shall be the sole cost and expense of District.

**c. Access Easement**

The City shall execute and record an easement along the currently existing commercial truck and delivery roadway, which runs along the easternmost boundary of the Property. Such easement shall be negotiated between the parties.

**5. DISTRICT'S ROLE**

**a. Water Well Improvements and Maintenance**

The District shall be responsible for all capital improvements and repairs to the District System at its own sole cost and expense. All improvements and repairs shall be done in a timely manner in coordination with the City of Douglas. The District shall notify the City of any proposed modifications or changes to the District System that involves system capacity. The District is currently improving the water well flush line drainage area. These improvements will be completed at the District's expense. The District shall retain responsibility for maintaining the flush line and any improvements made thereto. Upon completion, the water well flush line will become a part of the District System.

**b. Utility Easement**

Upon the completion of the City's water line extension and as determined by the City, the District shall execute and record a utility easement allowing for the connection of the new City System and the District System. Such easement shall be negotiated between the parties.

**c. Water in Gallons to the City**

The District shall provide backup water to the City as needed and determined by the City. The District shall provide 400,000 gallons of water per month at no cost to the City. This is the equivalent of filling the City's 400,000 gallon reservoir. Any gallons over 400,000 per month may be billed to the City at 50% of the outside 60,000+ gallons tier in the City's water consumption rate table currently at \$1.44 per 1,000 gallons, unless otherwise agreed to by the parties.

**6. Reversion**

In the event the City fails to extend water services, as outlined in this Agreement, within ten (10) years from the Effective Date, unless otherwise agreed to in writing by the parties, all rights to the Property and the District System, including the well rights, shall revert back to the District. The City shall execute any document necessary to accomplish this reversion.

**7. Record Retention**

Each party shall retain records and documents relating to the performance of services under this Agreement following the Arizona state retention policy relevant to each document. Each party may retain such records for additional years, if the party determines that doing so is in the best interest of project implementation.

**8. No Employment Relationship**

It is clearly understood that each party will act in its individual capacity and not as an agent or employee of the other. Any employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Each party shall be solely responsible for controlling payment of salary (including withholding for payment of taxes and social security), workers' compensation, and disability benefits.

**9. Conduct of Operations**

The District and City agree to be responsible for the conduct of its operations and performance of obligations and the actions of its own personnel while performing services under this Agreement. Each party shall be solely responsible for supervision and daily direction. Each party agrees to assume responsibility for the conduct of its employees, officials, and agents and for all claims, demands, suits, damages, and loss which result from the negligence or intentional torts of such party or its agents, officials, and employees in the performance of this Agreement. The extent of the foregoing liabilities shall be limited to, and determined by, the respective fault of the Parties in comparison with others, including, but not limited to the other party who may have contributed to, or in part caused any such claim to arise. In addition, both Parties agree to always maintain adequate professional and general liability insurance coverage while this Agreement is in effect.

**10. Indemnification**

To the fullest extent permitted by law, each party to this Agreement agrees (as indemnitor) to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorneys' fees) arising out bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious or derivative liability to the indemnitee, are caused by the act, omission or negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers. The extent of the foregoing liabilities shall be limited to and determined by the respective fault of the Parties, their agents, subcontractors, and employees in comparison with others (including but not limited to the other party) who may have contributed to or in part caused any such claim to arise.

### **11. Assignment**

This Agreement is non-assignable in whole or in part by either party without the written consent of the other party.

### **12. Termination**

Every obligation of the City and the District under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City or the District at the end of the period for which the funds are available. No liability shall accrue to the City or the District in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments as a result of termination under this Section.

### **13. Miscellaneous Provisions**

#### **a. Authority of Signatory**

Each individual executing this Agreement on behalf of either party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the District or City.

#### **b. Compliance with Laws**

The Parties shall comply with all applicable federal, state, and local laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this Agreement.

#### **c. Non-Discrimination**

In performance of this Agreement the Parties shall not discriminate against any District employee or City employee, or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability, or national origin while carrying out their duties pursuant to this Agreement. The Parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which is incorporated into this Agreement by reference, as if set forth in full herein.

**d. Cancellation**

This Agreement is subject to cancellation for conflict of interest without penalty or further obligation, as provided by A.R.S. § 38-511.

**e. Entire Agreement**

This Agreement represent the entire agreement between City and District, and supersede all prior negotiations, representations, or agreements, whether express or implied, written, or oral. No statement, promise or inducement made by either party that is not contained in this written Agreement and signed by both Parties shall be valid or binding.

**f. 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 the Superior Court of Cochise County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceedings 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 on account of the breach of any term or conditions of 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.

**g. Incorporation of Exhibits**

All Exhibits referred to in this Agreement are hereby incorporated by reference into the Agreement.

**h. No Third-Party Beneficiaries**

Only the Parties may enforce this Agreement. The Parties do not intend to confer enforceable rights on any non-party through this Agreement and do not intend to create any third-party beneficiaries to this Agreement.

**i. Section Headings**

Captions and section headings used herein are for convenience only, are not a part of this Agreement, shall not be deemed to limit or alter any provisions hereof, and shall not be deemed relevant in construing this Agreement.

**j. Severability**

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provisions.

**k. Waiver of Terms and Conditions**

The failure of either party to insist on any one or more instances of performance of any of the terms of conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights, or privileges, and they shall remain in full force and effect.

**l. Modification**

This Agreement may be modified only by mutual written agreement of the parties.

**m. Binding Effect**

All terms, provisions and conditions hereof shall be binding upon and inure to the benefit of all parties hereto and their respective heirs, personal representatives, successors and assigns.

**n. Effective Date**

The Effective Date of this Agreement shall be the signature date of the last party to sign this Agreement.

**IN WITNESS WHEREOF**, the Parties to this Agreement have respectively caused this Agreement to be executed on the date herein indicated.

Cochise District, Arizona, a political  
subdivision of the State of Arizona

City of Douglas

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

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

Dr. James Perey  
President, Cochise College

Jose Grijalva  
Mayor, City of Douglas

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

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

This Agreement has been reviewed by the undersigned counsel who has determined that it is in appropriate form and within the powers and authority granted to the Cochise County Community College District.

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

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

**Attestation**

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

This Agreement has been reviewed by the undersigned counsel who has determined that it is in appropriate form and within the powers and authority granted to the City of Douglas.

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

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

**Attestation**

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

**EXHIBIT "A"**

**Assessor's Parcel Number: 40761013B**

A parcel in a portion of land situated in the North Half of Section 10, Township 24 South, Range 26 East, Gila And Salt River Meridian, Cochise County, Arizona, more particularly described as follows:

Commencing at the Northeast Corner of Section 10, said Point being a Survey Monument "NUB" in concrete, from which East Quarter Corner of Section 3, said Point being a found 1 1/2" Brass Cap Survey Monument, bears North 00° 19' 05" West, a distance of 2625.64 feet;

Thence, along the East Section Line, South 00° 27' 37" West, a distance of 239.92 feet;

Thence, departing from said Section Line, North 83° 10' 19" West, a distance of 153.12 feet to the Point of Beginning, said Point being a set 1/2" Rebar, Tagged "RLS 42285";

Thence, South 11° 45' 22" East, a distance of 444.22 feet to North Right Of Way Line of SR80 and a set 1/2" Rebar, Tagged "RLS 42285";

Thence, along said North Right of Way Line of SR80, North 83° 10' 13" West, a distance of 437.22 feet, said Point being a set 1/2" Rebar, Tagged "RLS 42285";

Thence leaving said North Right of Way Line of SR80, North 06° 49' 44" East a distance of 421.05 feet, said point being a set 1/2" Rebar, tagged "RLS 42285";

Thence, South 83° 10' 19" East, a distance of 295.65 feet to the Point of Beginning as shown on Exhibit hereto and made a part hereof.

Said Parcel Containing 154,288.34 SQ. F.T. or 3.54 Acres.