

CONTRACT
NO. <u>0103-T-143606-1210</u>
AMENDMENT NO. _____
<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>

**INTERGOVERNMENTAL AGREEMENT
 BETWEEN
 PIMA COUNTY AND THE CITY OF TUCSON
 FOR IMPLEMENTATION OF THE
 CONSERVATION EFFLUENT POOL**

This Intergovernmental Agreement defines the provisions for the use and allocation of Effluent and Reclaimed Water in the Conservation Effluent Pool for environmental restoration of Riparian Projects and is entered into by and between Pima County, a body politic and corporate of the State of Arizona (County), and the City of Tucson, Arizona, a municipal corporation (City).

RECITALS

- A. The County and the City are empowered to enter into this Conservation Effluent Pool Agreement pursuant to A.R.S. §§ 11-951 through 954.
- B. This Agreement is subject to the provisions of the City of Tucson-Pima County Supplemental Intergovernmental Agreement Relating to Effluent No. 01-03-T-127199-0200 effective March 14, 2000 (Supplemental IGA), the June 26, 1979 Intergovernmental Agreement between the City and the County (1979 IGA), and other applicable laws of the State of Arizona, the County, and the City.
- C. The City is engaged in the development and operation of a Reclaimed Water system pursuant to the laws of the State of Arizona, involving the treatment of Effluent and the conveyance of Reclaimed Water.
- D. The County is engaged in the operation of wastewater treatment facilities that produce secondarily treated Effluent, a portion of which is delivered to the City Reclaimed Water system.
- E. The County and City agree that riparian areas in the Southwest are severely threatened and vulnerable and that the loss of riparian habitats will have far-reaching effects on native priority vulnerable plant and animal species.
- F. Having made that recognition, the County and City agreed in the Supplemental IGA that reasonable quantities of Effluent should be reserved for use in Riparian Projects.
- G. Pursuant to Section V of the Supplemental IGA, the City and County made up to five thousand (5,000) acre-feet of Metropolitan Effluent per year during the first five-year period after the effective date of the Supplemental IGA available for Riparian Projects, and up to ten thousand (10,000) acre-feet of Metropolitan Effluent per year thereafter. Following the Supplemental IGA's adoption, the City reached agreements with other

Water Providers to allocate effluent from the City to those Providers on a proportional basis to their contributions to the Metropolitan Effluent from their respective service areas. Those agreements require contribution to the Conservation Effluent Pool on a proportional basis, so that contributions to the Conservation Effluent Pool are currently made by the Town of Oro Valley and the Metropolitan Domestic Water Improvement District, in addition to the City and County.

- H. Pursuant to Section V of the Supplemental IGA, the County and City can agree to increase the amount of Effluent contributed to the Conservation Effluent Pool.
- I. Pursuant to Section V of the Supplemental IGA, Effluent will be contributed to the Conservation Effluent Pool after the United States has taken its SAWRSA Effluent. The County is entitled to use 10% of the Effluent from metropolitan-area treatment facilities after contribution of Effluent to the Conservation Effluent Pool, within the parameters established by the 1979 IGA and Supplemental IGA. Pursuant to the 1979 IGA and subject to the agreements the City has made with other Water Providers, the City owns the remaining effluent, which is available to the City within the parameters established by the 1979 IGA and Supplemental IGA.
- J. Pursuant to Section V of the Supplemental IGA, any Effluent assigned to a Water Provider shall bear its pro-rata share of the contribution to the Conservation Effluent Pool.
- K. Effluent in the Conservation Effluent Pool shall be available to any Operator for use on a Riparian Project. If the quantity of Effluent in the Conservation Effluent Pool is insufficient to meet the demand of Riparian Projects receiving Effluent, the Effluent shall be apportioned among the Riparian Projects.
- L. Pursuant to Section V of the Supplemental IGA, Effluent from the Conservation Effluent Pool shall be made available at no charge by the City to Operators not requiring Reclaimed Water. The Operator requiring effluent shall take delivery of the Effluent at the secondary treatment facility and shall be solely responsible for the expense of transporting the Effluent to the Riparian Project.
- M. Pursuant to Section V of the Supplemental IGA, the City shall produce and deliver Reclaimed Water to Riparian Projects on an interruptible basis and shall charge an Environmental Rate to be paid by Operators or beneficiaries of the Riparian Projects in accordance with the methodology described in Exhibit A of the Supplemental IGA. The City shall not be obligated to deliver Reclaimed Water if specific capital improvements are needed for the production or delivery of Reclaimed Water to a particular Riparian Project and the Operator fails to finance the costs of the capital improvements.
- N. Pursuant to Section V of the 2000 Supplemental IGA, Effluent from Metropolitan Area wastewater treatment facilities will be contributed to the Conservation Effluent Pool after the United States has taken its SAWRSA Effluent and before the County, the City, and other water utilities are entitled to exercise their rights to Effluent. Use of the Conservation Effluent Pool, however, shall not interfere with the rights of any Water Provider to use the Effluent to which it is entitled.

NOW, THEREFORE, in consideration of the mutual promises contained here, the County and City agree as follows:

AGREEMENT

Article I: Purpose

The purpose of this Conservation Effluent Pool Agreement is to set forth the terms, conditions, and responsibilities of the County and the City for the creation and maintenance of the Conservation Effluent Pool pursuant to Section V of the Supplemental IGA.

Article II: Definitions

The terms defined in Section III of the Supplemental IGA shall have the same meaning in this Agreement. In addition, the following terms are used in this Agreement

- 2.1 CEP Administrators: One person designated by the County Administrator and one person designated by the City Manager to assume those administrative responsibilities designated by this Agreement.
- 2.2 Conservation Pool Effluent: Effluent made available to Riparian Projects pursuant to Section V of the Supplemental IGA.
- 2.3 Critical Vegetation : Vegetation that is central to the purposes of a Proposed or Riparian Project.
- 2.4 Designated Riparian Project: a contiguous project located entirely within Pima County that is operated for purposes of environmental restoration and is accepted by the Governing Bodies of Pima County and the City of Tucson as a Riparian Project.
- 2.5 Governing Bodies: the members of the Pima County Board of Supervisors and the Mayor and Council Members of the City of Tucson.
- 2.6 ESA Riparian Project: a riparian project that is operated to comply with a Habitat Conservation Plan approved under Section 10 of the Endangered Species Act (the Act) or a mitigation project established by an Operator pursuant to Section 7 of the Act.
- 2.7 Operator: The City of Tucson, Pima County, and the Pima County Regional Flood Control District. Operator also includes the Town of Oro Valley, the Metropolitan Domestic Water Improvement District, or any other contributor to the Conservation Effluent Pool provided said contributor provides water service solely within areas where Pima County is the Clean Water Act Section 208 Designated Management Authority.

- 2.8 Managers: The City Manager and the County Administrator or their authorized representatives.

Article III: Administration

- 3.1. The CEP Administrators are authorized to administer the Conservation Effluent Pool on behalf of the respective Governing Bodies and to develop guidelines and administrative protocols to govern their administrative responsibilities.
- 3.2. The CEP Administrators shall maintain records of the information that they receive and produce in the course of administering the Conservation Effluent Pool.
- 3.3. Within twenty working days of receiving an application for Conservation Pool Effluent or an Operator's supplemental request for Conservation Pool Effluent, the CEP Administrators shall review the application for compliance with Article IV of this Agreement. If an application or supplemental request is incomplete, the CEP Administrators shall notify the applicant or Operator of the deficiencies in the application and take no further action on the application until it is complete.
- 3.4. The CEP Administrators shall monitor the progress of each Riparian Project. The CEP Administrators' authority under this Agreement includes, without limitation, the authority to: (i) determine whether a Riparian Project's Critical Vegetation is established; (ii) investigate the condition of each Riparian Project and the amount of water, including Effluent and Conservation Pool Effluent, being used by the project; (iii) request that an Operator present the condition and progress of a Riparian Project; and (iv) any other duty specified by this Agreement.
- 3.5. If demand for Conservation Pool Effluent exceeds 9,000 acre-feet per year (or 90% of the total volume of effluent contributed to the CEP) , the CEP Administrators may, as appropriate: (i) recommend an increase to the Conservation Effluent Pool as provided in Section 5.4, below or (ii) recommend apportionment of Conservation Pool Effluent if demand exceeds supply.
- 3.6. The CEP Administrators shall report by May 31 of every year to the representatives of the County and City and to each Governing Body on the status of the Conservation Effluent Pool, including without limitation information contained in each Operator's Annual Report and the status and projected allocation of Conservation Pool Effluent to each Riparian Project for the following five calendar years.
- 3.7. The CEP Administrators shall develop a record retention policy regarding their regularly kept and maintained records.
- 3.8. Recommendations prepared pursuant to this Article shall discuss, as appropriate: (1) whether the proposed Riparian Project constitutes a Designated Riparian Project; (2), the amount of Conservation Pool Effluent the proposed Riparian Project requires to fulfill its goals; (3), a schedule for the delivery of Conservation Pool Effluent to the project; (4), the amount of Conservation Pool Effluent that should be allocated to the project.

- 3.9. The CEP Administrators shall confer as necessary and, within thirty days, jointly:
 - 3.9.1. Determine whether a proposed Riparian Project qualifies as a Designated Riparian Project, an ESA Riparian Project, or does not qualify for an allocation of Conservation Pool Effluent; in cases where the CEP Administrators preliminarily determine that project qualifies as a Designated Riparian Project, the Administrators' recommendations shall be forwarded to their respective Governing Bodies for approval within 30 days of the CEP Administrators' conference.
 - 3.9.2. Allocate a determined amount of Conservation Pool Effluent to Riparian Projects;
 - 3.9.3. Reapportion Conservation Pool Effluent among Riparian Projects, should the total quantity of Conservation Pool Effluent be insufficient to meet the demand;
 - 3.9.4. Refuse to approve any proposed Designated Riparian Project if all Conservation Pool Effluent has been apportioned to Riparian Projects;
 - 3.9.5. Increase, decrease, or eliminate the amount of Conservation Pool Effluent a Riparian Project receives through allocation or apportionment.
 - 3.9.6. If the CEP Administrators and their respective Governing Bodies fail to reach agreement on an application for a Designated Riparian Project within 75 days, said application shall be considered to have been denied unless the Operator agrees to extend the time for a decision.

Article IV: Request for Conservation Pool Effluent

- 4.1 An Operator of a proposed Riparian Project requesting Conservation Pool Effluent shall file two written copies and two electronic copies of a request for Conservation Pool Effluent with the CEP Administrators. Along with contact information, the Operator shall include in the request the following information:
 - 4.1.1 a description of the proposed Riparian Project specifying its location, goals, and the type of vegetation or wildlife the project will support, including the location and water demands of any Critical Vegetation or other habitat features as distinct from aquifer recharge or recreational uses of water;
 - 4.1.2 an initial characterization of the Project as either a Designated Riparian Project or an ESA Riparian Project. For all initial ESA Riparian Project characterizations, the Operator shall include all notifications and any issued permits from the United States Fish and Wildlife Service concerning the proposed Riparian Project for purposes of permitting under the Act;
 - 4.1.3 the proposed schedule the Operator will follow in developing and maintaining the proposed Riparian Project;
 - 4.1.4 the funding source the Operator will use to develop and maintain the proposed Riparian Project;

- 4.1.5 the total quantity of Effluent requested to accomplish the Operator's goals in developing and maintaining the proposed Riparian Project, including any anticipated change that will occur in the Effluent demand;
 - 4.1.6 whether the proposed Riparian Project requires Effluent or Reclaimed Water and the means by which that water resource will be measured and delivered to the project;
 - 4.1.7 the Operator's proposed ten-year schedule for accepting Conservation Pool Effluent at the proposed Riparian Project;
 - 4.1.8 the amount of perennial, intermittent, or ephemeral surface or subsurface water already available at the site of the proposed Riparian Project and the amount of water from those sources that the Operator plans to use to support the proposed project.
- 4.2 For a project that is either characterized by the Operator as a Designated Project or proposed by the CEP Administrators to be considered as a Designated Project, the CEP Administrators shall determine whether the proposed project constitutes a Designated Riparian Project. For a project that is characterized by the Operator as an ESA Riparian Project, the CEP Administrators shall approve the project as an ESA Riparian Project if it has been permitted pursuant to the Act, or in the discretion of the Administrators, has a reasonable presumption of obtaining such a permit in the future.
- 4.3 An Operator may file with the CEP Administrators two written copies and two electronic copies of a supplemental request for Conservation Pool Effluent for any approved or proposed Riparian Project if:
- 4.3.1 After the CEP Administrators' latest determination, the Operator or applicant receives notice from the United States Fish and Wildlife Service that the Secretary has approved a Section 10 or Section 7 plan incorporating the project; or
 - 4.3.2 More than one year has passed since the CEP Administrators' most recent determination concerning the project. If the supplemental request is from the Operator of a Riparian Project, the Operator must show that:
 - 4.3.2.1 a material increase in water demand is required to augment or expand the Riparian Project; or
 - 4.3.2.2 the amount of Conservation Effluent Pool allocated or apportioned to the project is insufficient to meet the project's goals.
- 4.4 In response to an apportionment need or a supplemental request for Conservation Pool Effluent, the CEP Administrators shall determine the amount and the delivery schedule of Conservation Pool Effluent that each Riparian Project requires to accomplish its goals.
- 4.5 No delivery schedule for accepting Conservation Pool Effluent shall be approved that allows a Riparian Project to take delivery of more than 12.5% of its annual allocation of Conservation Pool Effluent in any thirty-day period between April 1 and October 15 of any calendar year, except that, within one year of the date it first accepts Conservation

Pool Effluent, a Riparian Project may take delivery of up to 20% of its annual allocation of Conservation Pool Effluent in any thirty-day period.

- 4.6 With the exception of the City, the District, and the County, no Operator may receive more Conservation Pool Effluent, in the aggregate, for its riparian projects than the total amount of wastewater discharged to County wastewater reclamation facilities by users served by said Operator.

Article V: Conservation Pool Effluent Allocation and Apportionment; Quantity of Effluent Contributed to Conservation Effluent Pool

- 5.1 The parties established the priority of Effluent allocation in § 5.1.2 of the Supplemental IGA and nothing in this Agreement shall be construed as modifying that prioritization.
- 5.2 Each allocation of Conservation Pool Effluent to a Riparian Project is subject to reduction in the future as set forth in this Agreement and in Section V of the Supplemental IGA, including an Operator's failure to file a complete Annual Report as required in Article VII of this Agreement.
- 5.3 If demand is less than the total amount of Effluent annually contributed to the Conservation Effluent Pool, each Designated Riparian Project shall be allocated the full amount of Conservation Pool Effluent that the CEP Administrators determine is required to accomplish the project's goals.
- 5.4 If demand by Riparian Projects exceeds 90% of the total amount of Conservation Pool Effluent available in any calendar year, the CEP Administrators shall give notice to the Managers and to the Governing Bodies. Within thirty days, CEP Administrators shall meet to consider whether to increase the total quantity of Effluent annually contributed to the Conservation Effluent Pool. Within thirty days of meeting, the CEP Administrators shall forward copies of their recommendation, and the reasons therefore, to the Managers. If the CEP Administrators cannot reconcile their respective recommendations, they shall forward their separate recommendations to the Managers.
- 5.5 The Managers shall confer as necessary and may either jointly or individually issue a recommendation to their respective Governing Bodies regarding the proposed increase in the total quantity of Effluent contributed to the Conservation Effluent Pool.
- 5.6 If the Governing Bodies should decide to approve an increase in the amount of Effluent in the Conservation Effluent Pool by different amounts, the amount of Effluent in the Conservation Effluent Pool shall be increased by the lower amount while the Governing Bodies determine whether to reconcile their determinations.
- 5.7 A Governing Body may decline to increase the amount of Effluent in the Conservation Effluent Pool.
- 5.8 If any Governing Body declines to increase the quantity of contributed Conservation Pool Effluent, the CEP Administrators shall, within 90 days, give notice to the operators of each Riparian Project, investigate the condition of each Riparian Project and the amount of water, including Effluent and Conservation Pool Effluent, being used by the project, ,

and determine whether, and if so a manner in which to apportion the allocation of any Riparian Project and adjust Riparian Projects' acceptance schedule of Conservation Pool Effluent, as appropriate.

- 5.9 The CEP Administrators may apportion the Conservation Pool Effluent between all Riparian Projects as provided in this Agreement.
- 5.10 The CEP Administrators may decrease the allocation of Conservation Pool Effluent to any Riparian Project by up to:
 - 5.9.1 the amount of Conservation Pool Effluent a Riparian Project failed to utilize within the preceding twelve months according to the Riparian Project's acceptance schedule; and
 - 5.9.2 the amount of Conservation Pool Effluent the Operator stored underground during the preceding twelve-month period and failed to recover for on-site use.
- 5.10 If the CEP Administrators have made apportionments to the allocation of Conservation Pool Effluent to Riparian Projects and demand continues to exceed the total amount Conservation Pool Effluent, the CEP Administrators shall use the following principles to apportion the allocation of Conservation Pool Effluent to Riparian Projects:
 - 5.10.1 Unless all CEP Effluent is being used to establish Critical Vegetation at ESA Riparian Projects, the allocation of an ESA Riparian Project that uses Conservation Pool Effluent for unestablished Critical Vegetation shall not be decreased until the Administrators determine that the Critical Vegetation is established.
 - 5.10.2 The CEP Administrators may decrease the amount of Conservation Pool Effluent allocated within any twelve-month period to any Designated Riparian Project by up to 40% of the Riparian Project's maximum Conservation Pool Effluent usage.

Article VI: Receipt of Conservation Pool Effluent

- 6.1 No ESA Riparian Project shall receive delivery of CEP water before the issuance of the relevant permits from the United States Fish and Wildlife Service.
- 6.2 Any Riparian Project may receive allocated Conservation Pool Effluent from a County secondary wastewater treatment facility at no charge by the City to the Operator as provided in section 5.2 of the Supplemental IGA.
- 6.3 The Operator shall take delivery of the Conservation Pool Effluent from the wastewater treatment facility, other than Randolph Park Water Reclamation Facility, from which a delivery system may be most economically designed and constructed and that, under the priorities of subsections 5.1.2 and 9.1.2 of the Supplemental IGA, discharges a sufficient amount of Effluent, on a daily proportional flow, to meet the Riparian Project's delivery schedule. Provided, however, that such delivery of Conservation Effluent Pool will not interfere with any Water Provider's use of its Effluent, including the operation of the City's reclaimed water system.
- 6.4 Any Operator of an approved project with a Conservation Effluent Pool allocation may obtain Effluent pursuant to the terms of subsection 5.2.2 of the Supplemental IGA.

- 6.5 Each Operator of a Riparian Project shall file three copies of an Annual Report with the CEP Administrators by April 30 of each year. The Annual Report shall include the status of the Operator's Riparian Project, scope of project activities the Operator plans to carry out in the following calendar year, any changes to the Riparian Project's water consumption that occurred during the calendar year, any change to the water consumption the Operator anticipates to occur within the following year, any report the operator made to the Arizona Department of Water Resources regarding water recharged, stored, or recovered at the Riparian Project, and an update of any changes in status to the Operator's permits for its projects.
- 6.6 The Operator shall, through every fifth Annual Report, update its projected ten-year schedule for accepting Conservation Pool Effluent at the Riparian Project.
- 6.7 The Governing Bodies may forfeit all or part of an Operator's Conservation Effluent Pool allocation for failure to file the Annual Report.
- 6.8 An allocation of Conservation Pool Effluent to the Operator of a Riparian Project does not require the Operator to take delivery of any Conservation Pool Effluent, nor does it ensure that the Effluent will be available to the Operator in subsequent calendar years.

Article VII: Secondary Effluent Distribution Facilities Pool Effluent to a Riparian Project, the Operator is responsible for their construction.

- 7.1 If facilities are required to deliver Conservation Pool Effluent to a Riparian Project, the Operator is responsible for their construction.
- 7.2 The Operator shall be responsible for designing, constructing, and financing the costs of necessary capital improvement, including paying all required permitting and inspection fees.
- 7.3 Delivery of Reclaimed Water using the delivery system of any reclaimed water provider is subject to the rules and delivery capacity of that reclaimed water provider and to Section V of the Supplemental IGA; this Agreement does not constitute a commitment of either party to deliver allocated Conservation Pool Effluent except at the outfall of the wastewater treatment plant as described in Article 6 of this Agreement.

Article VIII. Miscellaneous Terms

- 8.1 Term. The term of this Agreement shall continue concurrently with the Supplement IGA and shall be subject to termination by either party or its successors or assigns upon one year's prior written notice and based only upon the material breach of the provisions of this Agreement or the Supplemental IGA, or upon adoption of incompatible amendments to, or the termination of, the Supplemental IGA.
- 8.2 Mutual Indemnification. To the fullest extent permitted by law, each party agrees to defend, indemnify, and hold harmless the other party and the other party's officer, agents, and employees from all claims, losses, injury, damage, and causes of action arising out of, resulting from, or in any manner connected with this Conservation Effluent Pool

Agreement, but only to the extent such claim, loss, injury, damage, or cause of action is caused or contributed to by the negligent acts of the indemnifying party.

- 8.3 **Applicable Laws.** County and City shall comply with all federal, state and local laws, rules, regulations, standards, and Executive Orders, without limitation to those designated within this Conservation Effluent Pool Agreement. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Conservation Effluent Pool Agreement and any disputes arising hereunder. Any action relating to this Conservation Effluent Pool Agreement shall be brought in an Arizona court in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this Conservation Effluent Pool Agreement shall apply but do not require an amendment.
- 8.4 **Non-Discrimination.** Neither Party shall discriminate against any of the Parties' employees, clients, or any other individual in any way because of that person's age, creed, color, religion, sex, disability, or national origin in the course of carrying out the Party's duties pursuant to this Conservation Effluent Pool Agreement. The Parties shall comply with the provisions of Executive Order 75-5, as amended by Executive Order 99-4, which Executive Orders are incorporated into this Agreement by this reference as if set forth in full herein.
- 8.5 **ADA.** County and City shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- 8.6 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.
- 8.7 **Conflict of Interest.** This contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by this reference.
- 8.8 **Non-Appropriation.** Notwithstanding any other provision in this Conservation Effluent Pool Agreement, this Agreement may be terminated if for any reason either the Tucson City Council or the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Agreement.
- 8.9 **Worker's Compensation.** Each party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each party shall be considered the primary employer of all personnel currently or hereafter employed by that party, irrespective of the operations of protocol in place, and said party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of its employees.
- 8.10 **Force Majeure.** In the event any Party is rendered unable, wholly or in part, by force majeure reasons to carry out its obligations under this Agreement, the obligations of both the County and the City so far as they are affected by such force majeure shall be suspended during the continuance of any inability so caused, but for no longer period. Such cause shall be so far as possible remedied with the best efforts of the disabled Party and with all reasonable dispatch. The term "force majeure" as employed in this

Agreement shall mean acts of God, strikes, lockouts or other industrial or labor disturbances, acts of the public enemy, wars, terrorism, blockades, insurrections, riots, epidemics, land slides, lightning, earthquakes, fires, storms, floods, washouts, droughts, unavoidable interruptions in electric power to drive pumps, interruptions by government not due to the fault of the Parties, including injunctions, civil disturbances, explosions, well collapses, breakage or accident to machinery or transmission facilities, or action or non-action by governmental bodies in approving or failing to act upon applications for approvals or permits which are not due to the negligence or willful action of the Parties. Nothing herein contained shall be construed as requiring either Party to settle a strike or labor dispute against its will. Nothing herein shall prohibit either Party at its own expense from using whatever self-help remedies may be available to it.

8.11 Notice. Notice to the Governing Bodies shall be delivered by personal delivery and addressed as follows:

City of Tucson:

City Clerk
255 W Alameda
Tucson AZ 85701

Pima County:

Clerk of the Board of Supervisors
130 W Congress, 5th Floor.
Tucson AZ 85701

Notice to the Parties shall be delivered by certified mail, return receipt requested, or shall be delivered by personal delivery, including by facsimile with electronic receipt. Notices shall be addressed to the parties as follows:

City of Tucson:

Director
Tucson Water Department
P.O. Box 27210
Tucson AZ 85726

Pima County:

Director
Regional Wastewater Reclamation Dept.
201 N Stone
Tucson AZ 85701

With a Copy to:

City Attorney
City of Tucson
P.O. Box 27210
Tucson AZ 85726

With a Copy to:

County Attorney's Office, Civil Div.
32 N Stone, 21st Flr.
Tucson AZ 85701

8.12 Entire Agreement. This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered, or extended only by a written amendment signed by the parties.

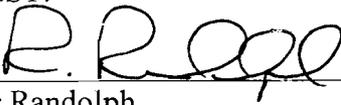
IN WITNESS WHEREOF, the County has caused this Intergovernmental Agreement to be executed by the Chair of its Board of Supervisors, upon resolution of the Board and attested to by the Clerk of the Board, and the City of Tucson has caused this Intergovernmental Agreement to be executed by the Mayor, upon resolution of the Mayor and Council, and attested to by the City Clerk.

CITY OF TUCSON


Robert E. Walkup, Mayor

Date: January 25, 2011

ATTEST:


Roger Randolph
City Clerk

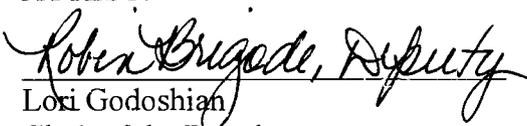
Date: January 25, 2011

PIMA COUNTY


Ramon Valadez, Chairman
Board of Supervisors

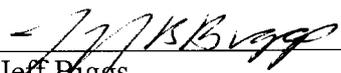
DEC 14 2010

ATTEST:


Lori Godoshian
Clerk of the Board

Date: DEC 14 2010

APPROVED AS TO CONTENT:


Jeff Biggs
City of Tucson
Director of Tucson Water

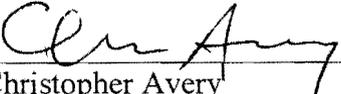

Michael Gritzuk
Pima County
Director of Regional Wastewater
Reclamation Department

APPROVED AS TO FORM

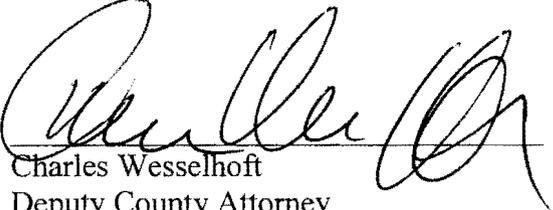
The foregoing Intergovernmental Agreement between Pima County and the City of Tucson has been reviewed pursuant to A.R.S. §11-952 by the undersigned, who have determined that it is in the proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by the undersigned.

City of Tucson

Pima County



Christopher Avery
Principal Assistant City Attorney



Charles Wesselhoft
Deputy County Attorney

RESOLUTION NO. 2010 - 302

**RESOLUTION OF THE PIMA COUNTY BOARD OF
SUPERVISORS APPROVING AND AUTHORIZING
THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN PIMA COUNTY AND
THE CITY OF TUCSON
FOR THE CREATION AND OPERATION OF
THE CONSERVATION EFFLUENT POOL**

WHEREAS, Pima County (the “County”) and the City of Tucson (“City”) wish to enter into a cooperative agreement to define provisions for the use and allocation of effluent and reclaimed water for restoration of riparian habitat; and

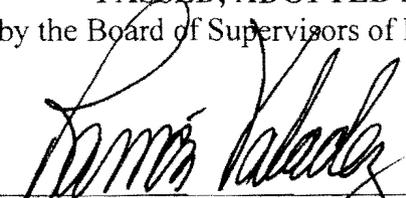
WHEREAS, it is necessary for the parties to establish an intergovernmental agreement in order to carry out the intent of the parties and define the roles and responsibilities regarding the intended cooperative effort;

NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED AND CARRIED, BE IT RESOLVED THAT:

1. The intergovernmental agreement between Pima County and the City of Tucson for the establishment and maintenance of the City/County Conservation Effluent Pool is hereby approved.
2. The Chairman of the Board is hereby authorized and directed to sign the intergovernmental agreement for the Pima County Board of Supervisors.
3. The various officers and employees of Pima County are hereby authorized and directed to perform all acts necessary and desirable to give effect to this Resolution.

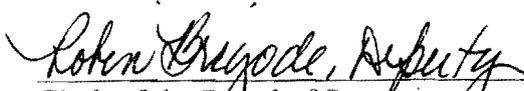
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PASSED, ADOPTED AND APPROVED this 14th day of Dec., 2010
by the Board of Supervisors of Pima County.



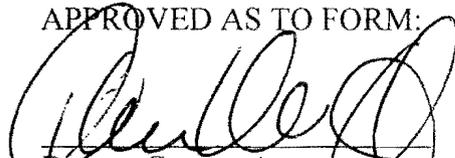
Chairman of the Board of Supervisors
DEC 14 2010

ATTEST:



Robert Brugode, Deputy
Clerk of the Board of Supervisors

APPROVED AS TO FORM:



Deputy County Attorney
CHARLES WESSELHOFT