

MEMORANDUM OF UNDERSTANDING

TO SUPPORT THE ESTABLISHMENT OF THE

SULPHUR SPRINGS WATER ALLIANCE

Preamble: This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by certain state, local jurisdictions, other political subdivisions, nonprofit organizations, local businesses and residents, (hereafter “participants” or “Partners”) in the Sulphur Springs Water Alliance (“SSWA”), a community-driven endeavor to address matters of water and water-related land management across the Sulphur Springs Valley (“SSV”) region of Arizona. The SSWA Partners include agriculturalists, residential domestic water users, business owners, natural resource stewards, and government entities (“SSWA Partnership” or “Partnership”).

Inception: This Partnership has its genesis in the Sulphur Springs Valley Exploratory Scenario Planning Workshop of 2023 when over 40 respected community members came together to build the foundation for an initial scope of project concepts and shared ideals.

Vision and Mission: The SSWA vision is to support a vibrant local economy that operates with consideration of natural resources, maintains the rich agricultural heritage and community, and avoids unnecessary damage to wildlife and scenic landscapes in the SSV mission is to foster effective management and conservation of water resources in the SSV through partnership and collaboration. Input from the full set of stakeholders matters because water is essential for life. The SSWA will endeavor to reinforce SSV area aquifers such that they reflect the strength and importance of communities reliant on those water supplies. Every drop of water used should tell a story of resilience, responsibility, and innovation.

Goals:

1. **Recharge and Consumption Reduction:** Addressing the water budget imbalance requires finding ways to increase supplies and reduce demand.
2. **Education and Adaptation:** SSWA will seek out and share knowledge about SSV water resources, communities’ difficulties, and opportunities to maximize the value of each gallon of water.
3. **Commitment and Representation:** Responsible stewardship is an ongoing process which seeks to represent the interests of all community members as well as future generations.

Scope of Work: The SSWA Partners agree to collaborate in developing and implementing strategies that align with SSWA's vision, mission, and goals, including but not limited to:

- Meeting on a regular basis;
- Maintaining an index of proposals for goal-aligned strategies and concepts, which include the output from SSWA community workshops and will be made available on the official SSWA website; and
- Creating goal-focused subcommittees and designating fiscal agents as needed.

Cooperation:

- Partners will work together in a spirit of collaboration and mutual respect.
- The work of any subcommittees formed will be regularly communicated to the greater partnership.
- Resources and funding will be managed transparently and ethically.

Partners:

- The roster of current SSWA partners will be displayed on the official SSWA website.
- Entities and individual participants may disband from SSWA at any time and for any reason.
- New partners may join this MOU after discussion among current Partners at an SSWA meeting, with all current Partners being notified of the proposed partnering electronically, if absent, and with no disapprovals from any current Partner within two weeks of that notification.

Limitations: It is understood that the signatories to this MOU do not waive any jurisdictional or other inherent authority through their engagement. Each participating Partner shall maintain its customary fiscal and other controls unless otherwise expressly waived in writing and supported by all requisite approvals.

Participation in this MOU is not any form of obligation of funding nor does it represent any legally binding commitment by any signatory (Partner) or create any rights in any non-signatory (non-Partner).

Duration and Review: The MOU will be reviewed at least every four (4) years and amended as needed to reflect changing circumstances, priorities, and membership.

Modifications: This MOU may be modified only by the mutual written agreement of the then current Partners.

This MOU may be executed in counterparts which, taken together, constitute a single instrument.

COCHISE COUNTY, a political subdivision
of the State of Arizona

By: _____
Chair of the Board of Supervisors

Date: _____

Attest:

By: _____
Clerk of the Board

APPROVED as to form:

COCHISE COUNTY ATTORNEY

Denise Riden

Deputy County Attorney, Civil Division
November 19, 2024