



**Memorandum of Understanding between
The Nature Conservancy
and Cochise County Engineering and Natural Resources
for the Knaeble/Bisbee Effluent Acquisition**

This Memorandum of Understanding (“MOU”) is entered into on _____, 2024 (“Effective Date”), between the Cochise County Engineering and Natural Resources (“County”), a political subdivision of the state of Arizona with its principal place of business at 1415 Melody Lane, Building F, Bisbee, AZ 85603, and The Nature Conservancy (“TNC”), District of Columbia, non-profit corporation with its principal place of business in Arlington, Virginia, USA.

The County and TNC are partners in the Cochise Conservation and Recharge Network (CCRN) along with the Cities of Sierra Vista and Bisbee, Fort Huachuca, Bureau of Land Management and the Hereford Natural Resource Conservation District. CCRN is an innovative series of projects capable of increasing flows in the upper San Pedro River, conserving groundwater and improving the health of riparian habitat. The County and TNC (the “Parties”) wish to work together to acquire a 97-acre Knaeble property, Cochise County APNs 104-80-013A, 104-74-010B, and 104-74-010D, at 11720 South Border Monument Road, Hereford, Arizona (“the Property”) in Cochise County, Arizona, that has been identified by the CCRN as a priority site for groundwater recharge.

1. OBJECTIVE. The objective of this MOU is to outline the respective roles and responsibilities of the Parties towards acquiring the Property.

2. RESPONSIBILITIES OF THE PARTIES. Each party’s responsibilities shall be fulfilled within the bounds of its available resources, budget, and procedures, as determined at its own discretion.

a) TNC will be responsible for:

- 1) Leading pre-acquisition due diligence activities per TNC’s corporate policies and the policies of the U.S. Army Contracting Command, Mission and Installation Contracting Command (MICC) and Fort Huachuca Directorate of Public Works. “Due diligence activities” are expected to include title review, appraisal, and Environmental Site Assessments (up to Phase II).
- 2) Securing funding for pre-acquisition due diligence through the Request to Proceed / Notice to Proceed process under TNC’s Cooperative Agreement #W9124J2220002 for Army Compatible Use Buffers (ACUBs) in the vicinity of Fort Huachuca.

- 3) Contracting persons or entities for due diligence activities and reviewing their work in accordance with the Parties' and funders' specifications, and coordinating on-site activities with the landowner and/or landowner's representative(s).
- 4) Supporting negotiations with landowner or their representative(s) as needed.

b) The County will be responsible for:

- 1) Leading negotiations with the landowner or their representative(s).
- 2) Supporting TNC's due diligence activities and negotiations with Fort Huachuca.
- 3) Leading any further environmental investigation and remediation beyond the Phase II Environmental Site Assessment.
- 4) Securing funding for acquisition through the Request to Proceed / Notice to Proceed process under the County's Cooperative Agreement #W9124J-15-2-0001 P00003 for Army Compatible Use Buffers (ACUBs) in the vicinity of Fort Huachuca.
- 5) Leading legal processes including (but not limited to) drawing up legal documents and agreements for the County to take title to the Property, providing escrow instructions, deeds, closing the acquisition, and other actions.
- 6) Assuming responsibilities after the property sale has closed including any environmental remediation, recharge project design and implementation; and overall stewardship/management of the property.

3. PRINCIPAL CONTACTS. The principal contact for each party will be:

For County:

Mark Apel
Environmental Projects Coordinator
Cochise County Engineering and Natural Resources
1415 Melody Lane, Building F
Bisbee, AZ 85603
520-432-9306
mapel@cochise.az.gov

For TNC:

Paul Maynard
Land & Water Protection Manager
1510 E. Fort Lowell Road
Tucson AZ 85719
540-271-6606
paul.maynard@TNC.org

Each party may change its principal contact at any time by written notice to the other party.

4. TERM. This MOU will begin on the Effective Date and will remain in effect until the completion of the project (closing), unless sooner terminated as provided herein. Any extension beyond the Expiration Date must be in writing and signed by the parties.

5. TRANSFER OF FUNDS. This MOU does not obligate either party to provide financial support of any sort. Any transfer of funds between the parties will be the object of an independent contract that includes clauses and other conditions in accordance with the internal procedures of each party and that will be duly signed by both parties.

6. TERMINATION. Either party may terminate this MOU by giving thirty (30) days written notice to the other party.

7. TITLE AND USE OF INTELLECTUAL PROPERTY.

- a) Under the provisions of this MOU, the parties may produce documents, reports, studies, photographs, and maps, as well as documents as well as product-specific documents (“Work” or “Works”). Unless otherwise agreed to by the parties in writing, the copyright and other intellectual property rights in any such Work will belong to the party that produces the Work. If Work is jointly produced by the parties, the copyright will be owned jointly by the parties. In all cases of co-authorship of scholarly journals or similar publications, each party is hereby authorized to use the Work, without prior authorization from the other, for non-commercial purposes in support of the party’s mission.
- b) Neither party will publish or otherwise distribute Works of the other party without both the previous written consent of the other party and crediting the other party in such Work.
- c) The names and logos of the parties are trademarks; as such, they may not be used for any purpose without the prior express written permission of their owners.

8. POLITICAL CAMPAIGN INTERVENTION PROHIBITION. The parties agree not to directly or indirectly participate or intervene in any political campaign on behalf of or in opposition to any Candidate for public office or any political party in any election, at any level of government, anywhere in the world. This means that any activity that could help or hurt the chances for election of any Candidate, group of Candidates, or any political party is prohibited. A “Candidate” is any individual who offers him/herself, or is proposed by others, as a contestant for an elective public office.

9. CONFIDENTIALITY. During the course of the performance of this MOU, the parties may have access to materials, data, strategies, systems, or other information relating to the other party and its programs which is intended for internal use only. Any such information shall not be used, published, or divulged to any individual or corporation, in any manner or for whatever purpose, except through the party’s previous written permission, which may be withheld by the respective party at its sole discretion.

10. OTHER PARTNERS. This MOU does not preclude the parties from establishing similar agreements or contracts with other individuals, entities, agencies, and public or private organizations. The parties recognize the importance of continuing to cooperate and work with other partners in programs of mutual interest and to be able to, by means of a written document signed by both parties, invite other partners to participate in the activities implemented under this MOU.

11. NON-BINDING. While the parties are committed to using their best endeavors to achieve its purpose, this document is not intended to create binding or legal obligations on the parties. Nothing in it shall be construed as creating any legal relationship between the parties and its provisions do not create rights, obligations, or duties for either party. It is intended to be a statement of intent to foster genuine and mutually beneficial cooperation.

12. NO JOINT VENTURE. The parties agree that they are not entering into a legal partnership, joint venture or other such business arrangement, nor is the purpose of the parties to enter into a commercial undertaking for monetary gain. Neither party will refer to or treat the arrangements under this MOU as a legal partnership or take any action inconsistent with such intention.

13. DISPUTE RESOLUTION. The parties hereby agree that, in the event of any dispute relating to this MOU or the project, they shall first seek to resolve the dispute through informal discussions. If a dispute cannot be resolved informally within sixty (60) consecutive working days, the parties agree to terminate this MOU.

14. LIABILITY. Each party shall be solely responsible and liable for the actions or omissions of its own employees, agents, and representatives involved with the activities contemplated under this MOU, including any related damages, losses and claims to or by third parties. Nothing herein shall be construed as creating joint or several liability between the parties.

15. ASSIGNMENT. Neither party may assign or transfer its rights and obligations under this MOU without the prior written consent of the other party.

16. COMPLIANCE WITH LAWS. The parties will observe all applicable laws and regulations during the execution of the work implemented under the provisions of this MOU.

17. AMENDMENTS. This MOU, including any material modification to Section 2, may only be modified by a written amendment signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding, effective as of the last date written below.

FOR COCHISE COUNTY

By: _____
Chair of the Board of Supervisors
Date: _____

APPROVED as to form:
COCHISE COUNTY ATTORNEY

Dennis Boden

Deputy County Attorney, Civil Division

FOR THE NATURE CONSERVANCY



Daniel Stellar
Arizona State Director

12/3/2024

Date

MOU - English (All Regions - U.S. and Int'l)

Final Audit Report

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