

MUTUAL TERMINATION AGREEMENT

This Mutual Termination Agreement ("**Termination Agreement**") is entered into by and between the City of Bisbee, an Arizona municipal corporation ("**City**"), and Cochise County, a political subdivision of the State of Arizona ("**County**").

RECITALS

WHEREAS, the City and County entered into that certain Agreement for the Sale and Purchase of Wastewater Effluent dated November 19, 2024 ("**Original Agreement**"); and

WHEREAS, Section 18.1 of the Original Agreement provides that the Agreement may be terminated by mutual written agreement of the Parties; and

WHEREAS, the Parties have mutually determined that termination of the Original Agreement is in their respective best interests.

NOW, THEREFORE, the Parties agree as follows:

1. TERMINATION

The Parties hereby mutually terminate the Agreement for the Sale and Purchase of Wastewater Effluent dated November 19, 2024.

2. EFFECTIVE DATE

This Termination Agreement shall become effective upon approval and execution by both Parties ("**Effective Date of Termination**").

3. MUTUAL RELEASE OF OBLIGATIONS

As of the Effective Date of Termination, neither Party shall have any further duties, obligations, liabilities, or performance requirements under the Original Agreement, except those that may survive by operation of law, and provided that the following Sections shall survive termination: Section 10 (Indemnification); Section 11 (No Third-Party Beneficiaries); Section 13 (Notice); Section 17 (Records); Section 19.2 (Determination of Damages through Arbitration); Section 20 (Specific Performance); Section 22 (Severability/Invalid Provisions); Section 26 (Choice of Law and Venue); Section 28 (Titles, Headings and Captions); and such terms in the Original Agreement that by their nature extend beyond its expiration or termination until fulfilled.

4. NO MONEY OWED

The Parties acknowledge and agree that, as of the Effective Date of Termination:

- a. Neither Party owes any payment, reimbursement, damages, compensation, penalty, or other monetary obligation to the other arising from or relating to the Original Agreement;
- b. Neither Party has any claim against the other for costs, expenses, engineering, design, planning, administration, operation, maintenance, lost opportunities, reliance damages, compensatory damages, or any other damages arising from or related to the Original Agreement;
- c. Each Party fully releases, acquits, and forever discharges the other Party from any and all claims, demands, actions, liabilities, damages, costs, and expenses of every kind arising from or related to the Original Agreement.

Notwithstanding the foregoing, the foregoing release shall only apply to claims or liabilities that the releasing Party has knowledge of (or reasonably should have knowledge of) as of the Effective Date of Termination. Neither Party shall be precluded from: (i) bringing a claim for liabilities arising or accruing prior to the Effective Date of Termination that it did not reasonably have knowledge of; nor (ii) pursuing any rights and remedies it may have at law or in equity which accrue or are based upon any such reasonably unknown event occurring prior to the Effective Date of Termination.

5. NO ADMISSION OF LIABILITY

This Termination Agreement is entered into voluntarily and shall not be construed as an admission of fault, breach, liability, or wrongdoing by either Party.

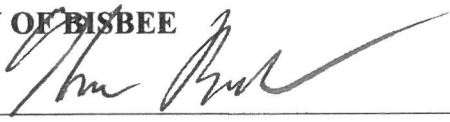
6. AUTHORITY

Each person signing below certifies that they are duly authorized to execute this Termination Agreement on behalf of the Party for whom they sign.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Mutual Termination Agreement made with respect to that certain Agreement for the Sale and Purchase of Wastewater Effluent as of the date last executed below.

CITY OF BISBEE

By: 

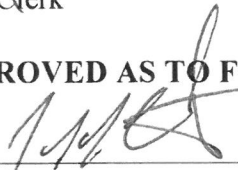
Mayor

Date: October 6, 2026

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

COCHISE COUNTY

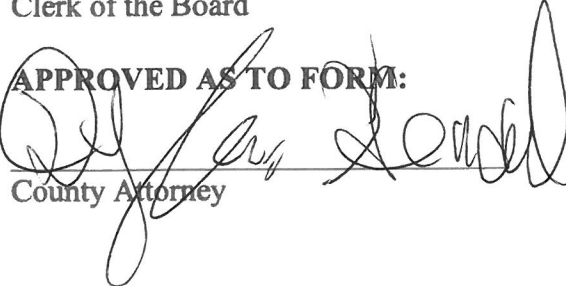
By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:


County Attorney