



**ARIZONA SUPREME COURT  
ORAL ARGUMENT CASE SUMMARY**



**CITY OF CHANDLER V. ROOSEVELT WATER  
CONSERVATION DISTRICT  
CV-24-0267-PR**

**PARTIES:**

*Petitioner:* City of Chandler

*Respondent:* Roosevelt Water Conservation District

**FACTS:**

The City of Chandler (“Chandler”) is an Arizona municipal corporation. The Roosevelt Water Conservation District (the “Water District”) is an Arizona irrigation and water district operating as a political subdivision of the state. In February 2002, Chandler and the Water District entered into an agreement (the “Agreement”) that required the Water District to deliver to Chandler a certain portion of the of water that Salt River Project made available from the Salt and Verde Rivers. Chandler agreed to pay the Water District a charge based on the water delivered. Unless terminated earlier, the Agreement lasted until December 31, 2086.

On April 26, 2018, the Water District notified Chandler that it believed the Agreement had ended and that the Water District was formally terminating the Agreement effective May 26, 2018. Chandler notified the Water District that it disputed that the Agreement was terminated. On October 3, 2019, Chandler notified the Water District that it intended to order water for delivery in 2020. The Water District reiterated its view that the Agreement had been terminated. The Water District did not deliver any water to Chandler in 2020. Again, in September 2020, Chandler notified the Water District that it intended to order water for delivery in 2021. The Water District responded that the Agreement had been terminated, and the Water District did not deliver any water to Chandler in 2021.

On September 12, 2022, Chandler filed its complaint against the Water District. The Water District filed a motion to dismiss the complaint arguing that Chandler’s claims were time barred under A.R.S. § 12-821. Chandler countered, arguing that the limitation period did not apply under the doctrine of *nullum tempus occurrit regi* (“time does not run against the king” or, here, the city of Chandler).

**THE COURT OF APPEALS’ DECISION.** The Court of Appeals considered the statute’s text and statutory history and held that Chandler’s action was time barred under A.R.S. § 12-821.

**ISSUE AS REPHRASED BY THE COURT:** What effect, if any, does A.R.S. § 12-821 have on the doctrine of *nullum tempus occurrit regi* in the context of a contract action between two public entities?

**RELEVANT STATUTE:**

A.R.S. § 12-821 provides as follows:

All actions against any public entity or public employee shall be brought within one year after the cause of action accrues and not afterward.

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