



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: October 18, 2016

or Procurement Director Award

Contractor/Vendor Name (DBA): City of Tucson ("Licensee"). File LIC-0267

Project Title/Description:

Nonexclusive Right-of-Way Use License for vehicle access along Esmond Station Road to City of Tucson property (the "License").

Purpose:

The License grants City of Tucson (Tucson Water), on a non-exclusive basis, access to use the private dirt road Esmond Station Road within unincorporated Pima County, for vehicle to access Tucson Water property. This License is granted for a term of twenty-five (25) years, effective October 18, 2016 through October 17, 2041, unless terminated by either party upon ninety days written notice.

Procurement Method:

Exempt per Pima County Code 11.04.020.

Program Goals/Predicted Outcomes:

The License stipulates the terms and conditions under which Licensee may access and maintain the existing dirt road in unincorporated Pima County.

Public Benefit:

To provide access across Pima County property which will minimize potential vandalism and wildcat dumping in the area of the historic train station site.

Metrics Available to Measure Performance:

Licensee will be required to pay an annual fee in the sum of \$170.00 within 10 days of the Effective Date of this License. Licensee to provide County with Certificate of Insurance as set forth in the License and comply with conditions of access maintenance.

Retroactive:

No.

*To: CoB- 10-5-16 (2)
ver. - 1
pgs. - 6*

Procure Dept 10/04/16 PM02:13

Original Information

Document Type: CTN Department Code: PW Contract Number (i.e.,15-123): 17*066

Effective Date: 10/18/2016 Termination Date: 10/17/2041 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ _____ Revenue Amount: \$ \$4,250.00 (\$170.00/yr)

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Tim Murphy

Department: Real Property Services Telephone: 520-724-6379

Department Director Signature/Date: [Signature] 9/19/16

Deputy County Administrator Signature/Date: [Signature] 9/30/16

County Administrator Signature/Date: C. [Signature] 9/30/16
(Required for Board Agenda/Addendum Items)

For Recorder's Use Only

	CONTRACT
	NO. <u>CIN-PW-17-066</u>
	AMENDMENT NO. _____
	This number must appear on all invoices, correspondence and documents pertaining to this contract.

PIMA COUNTY LICENSE

THIS AGREEMENT is made between Pima County, a political subdivision of the State of Arizona, ("County"), and City of Tucson c/o Tucson Water, ("Licensee"). The parties agree as follows:

1. Grant of Permission. In consideration of Licensee's annual payment of the License fee and the promises contained herein, County hereby gives permission, revocable and terminable as provided herein, to Licensee for the use of the property being a portion of Pima County Assessor Tax parcel 141-17-011C for the purpose stated herein and none other, said licensed area being over, upon and across that certain meandering dirt road described as Esmond Station Road and depicted on the attached Exhibit "A" (the dirt road designated on Exhibit A, and no other portion of County's property, (hereinafter referred to as the "Property").
2. Purpose. The License authorizes the Licensee a non-exclusive right to use the Property for License's vehicle access used in conjunction with Licensee's water operation facilities and for no other purpose.
3. Conditions of Use:
 - a. Licensee shall use reasonable control methods to reduce airborne dust on the Property.

- b. Should any portion of the Property need maintenance work during the period of this License Agreement (i.e. plowing or grading), this action must be approved by the Director of the Pima County Natural Resources, Parks and Recreation Department, prior to the commencement of such work. There shall be no plowing or grading outside of the existing road bed alignment and, in the event Licensee has received permission to perform maintenance work, it shall grade in such a manner as to avoid damage to or soil accumulations within existing cattle guards.
 - c. Licensee shall provide to the County all contact information for Licensee and Licensee's representatives, sub-contractors or others that will be using the Property on behalf of the Licensee.
 - d. Licensee shall be authorized to install locks in a daisy chain fashion at each gate location which are indicated on Exhibit "A". Licensee, Licensee's representatives, sub-contractors or others shall close and lock gates after each vehicle pass thru. Both gates are to remain closed and locked at all other times.
4. Hold Harmless. All costs associated with the use of the Property shall be at the sole expense of Licensee. Licensee assumes responsibility and liability for any injury or damage to the above described right-of-way or to any person while using the above described right-of-way caused by or arising out of the exercise of this License. To the fullest extent allowed by law, Licensee indemnifies, defends, and holds harmless County, its officers, departments, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature arising out of this License, which are attributed, in whole or in part to Licensee's use of the Property, or to any act or omission of the Licensee, its agents, employees, or anyone acting under its direction, control or on its behalf, whether intentional or negligent in connection with or incident to this License. Licensee's responsibilities shall not extend to the negligence of County, its officers, departments, employees and agents. This indemnity shall survive the termination of the License.
5. Insurance. County acknowledges that Licensee is self-insured. Licensee agrees to maintain coverages sufficient to satisfy its insurance obligation covering the use of the Property, but not less than \$2,000,000 commercial general liability insurance throughout the term of this License. Licensee will supply verification of coverage or a letter of self-insurance responsibility on an annual basis to County's Risk Manager.
6. Annual Fee. Pursuant to Pima County Board of Supervisors Policy Number F54.3, Licensee shall pay an annual fee to County in the amount of \$ 170.00, due upon execution of this License and on each anniversary of the date that the Pima County Board of Supervisors executes this License.
7. Permits. This License is not a right of way use permit. Following the granting of this

License by County, Licensee shall obtain all applicable permits, if required.

8. Term. This License shall run for a period of 25 (twenty-five) years from the date this License is executed by Pima County. Notwithstanding any other condition, this License may be terminated by either party or revoked by County upon ninety days' written notice to the other. County may terminate or revoke by recording a termination or revocation statement executed by the Manager of the Real Property Services of the Public Works Administration. When this License lapses, terminates or is revoked, Licensee shall discontinue use of the County Property. The indemnifications set forth in Paragraph 4 above shall survive the termination or revocation of this License
9. Licensee Has No Interest or Estate. Licensee agrees that it has no claim, interest, or estate at any time in the Property by virtue of this License or its use hereunder. Upon termination or revocation of this License, Licensee shall terminate any and all use of the Property.
10. License Runs With the Land. The provisions, conditions, restrictions and covenants of this License are both personal and shall run with the land described on the attached **Exhibit "B"** and shall be binding on all persons owning or occupying any portion of the land.
11. Conflict of Interest. This Agreement is subject to A.R.S. § 38-511 which provides for cancellation of contracts by Pima County for certain conflicts of interest.

LICENSEE:

By: [Signature]
City of Tucson: c/o Tucson Water

State of Arizona)
) ss
County of Pima)

This instrument was acknowledged before me this 30 day of August,
2016, by Timothy Thomure, as Director
Tucson Water of the City of Tucson, a municipal corporation.



[Signature]
Notary Public

IN WITNESS WHEREOF, the parties hereto have executed this License.

PIMA COUNTY, ARIZONA

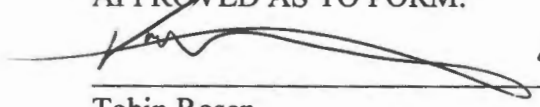
Chairman, Pima County Board of Supervisors

Date: _____

ATTEST:

Clerk, Pima County Board of Supervisors

APPROVED AS TO FORM:

 9/16/16

Tobin Rosen
Deputy County Attorney

State of Arizona)
)
County of Pima)

ss

This instrument was acknowledged before me this ____ day of _____,
20 __, by _____, as _____ of _____.

Notary Public

EXHIBIT "A"

SECTION 25
TOWNSHIP 15 SOUTH
RANGE 15 EAST

LICENSED SEGMENT OF ESMOND STATION RD. INDICATED IN RED.




 N	Pima County Public Works Administration Real Property Services
	DRAWING NOT TO SCALE DATE: October 26, 2015

EXHIBIT "B"

SECTION 29
TOWNSHIP 15 SOUTH
RANGE 15E

CITY OF TUCSON/TUCSON WATER PROPERTY
PIMA COUNTY ASSESSOR PARCEL 205-64-603F-

