

Contract Number: CTN-PW-15*097
Effective Date: 2-17-15
Term Date: 2-17-40
Cost: _____
Revenue: \$1,625.00
Total: _____ NTE: _____
Action
Renewal By: 12-1-29
Term: 2-17-40
Reviewed by: SP

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: February 17, 2015

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

Agua Linda Water Assn. has applied for a license for the purpose of encroaching on the County's right-of-way described as Avenida La Vallita and Camino Namara for the purpose of a private waterline.

CONTRACT NUMBER (If applicable): _____ CTN 15*97

STAFF RECOMMENDATION(S):

The Department of Transportation recommends that the Pima County Board of Supervisors approve and the Chair execute the License.

Procure Dept 01/30/15 PM 02:06

CORPORATE HEADQUARTERS: _____

To PD: 1-30-15
CoB: 2-4-15
BoS: 2-17-15

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: _____ and/or REVENUE TO PIMA COUNTY:\$ \$1625.00

FUNDING SOURCE(S): _____

(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

| | | | | |
|--|--|-----|---|----|
| | | YES | X | NO |
|--|--|-----|---|----|

Board of Supervisors District:

| | | | | | | | | | | | |
|---|---|---|--|---|--|---|--|---|--|-----|--|
| 1 | X | 2 | | 3 | | 4 | | 5 | | All | |
|---|---|---|--|---|--|---|--|---|--|-----|--|

IMPACT:

IF APPROVED: Agua Linda Water Assn. will be authorized to install a private waterline in the rights-of-way of Avenida La Vallita and Camino Namara.

IF DENIED: Agua Linda Water Assn. will not be authorized to install a private waterline in the rights-of-way of Avenida La Vallita and Camino Namara.

DEPARTMENT NAME: _____
Real Property Services

CONTACT PERSON: Debbie Knutson TELEPHONE NO.: 724-6854

CONTRACT

NO. CTA-PW-1500000000000000000097

AMENDMENT NO. _____

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

**PIMA COUNTY
LICENSE
FOR RIGHT-OF-WAY ENCROACHMENT**

THIS AGREEMENT is made between Pima County, a political subdivision of the State of Arizona ("County"), and Agua Linda Water Assn. ("Licensee"). The parties agree as follows:

1. Grant of Permission. In consideration of Licensee's annual payment of any applicable License fee and the promises contained herein, County hereby gives permission, revocable and terminable as provided herein, to Licensee to encroach on that portion of County's right-of-way described as Avenida La Vallita and Camino Namara for the purpose of a private waterline (the "Encroachment"). The right-of-way and the Encroachment are depicted on the attached **Exhibit "A"**.
2. Hold Harmless. All costs associated with the Encroachment shall be the sole responsibility 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 rights of way, 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.

3. Insurance. Licensee shall obtain a \$1,000,000 commercial general liability insurance policy naming County as Additional Insured to cover the Encroachment within the County's right-of-way. County reserves the right to require additional insurance at County's sole discretion. The policy shall be maintained throughout the term of this License by the Licensee. This License shall terminate if insurance lapses. A certificate of insurance shall be supplied to County on an annual basis with the stipulation that the insurance company shall notify County in writing of any intent to cancel the liability insurance. This notification shall be required no less than thirty days prior to cancellation, and Licensee shall remove the Encroachment at its expense within thirty days of notification.
4. 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 \$65.00, due upon execution of this License and on each anniversary of the date that the Pima County Board of Supervisors executes this License. If the annual fee is not paid when due, Licensee shall pay a late fee of \$25.00 per month for each month until paid in full.
5. 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, which may include a Right-of-Way Use Permit, a County Use Permit, Building Permit or Floodplain Use Permit. Licensee shall construct the proposed Encroachment in accordance with the plans submitted to County with the application for this License.
6. Compliance With Highway Safety. Construction of the Encroachment shall not interfere with the safety of the traveling public or the authorized public use of right-of-way, and may not otherwise interfere with the general health, safety and welfare of the citizens of Pima County. Once constructed the Encroachment shall be maintained by Licensee so as not to interfere with safe sight distance or safe travel along the right-of-way.
7. Term. This License shall run for a period of 25 (twenty five) years from the date this License is executed by Pima County Board of Supervisors. 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 remove the Encroachment from the right-of-way at no expense to County and to the satisfaction of County within 90 days. Licensee shall restore the right-of-way to the pre-License condition or as may be mutually agreed upon. The indemnifications set forth in Paragraph 2 above shall survive the termination or revocation of this License.
8. Underground Facilities. If Encroachment includes any underground facilities, Licensee is required to maintain a membership with Arizona Blue Stake, Inc., or its successors or

assigns, throughout the term 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 right-of-way by virtue of this License or its use hereunder. Upon termination or revocation of this License, Licensee shall have no right of entry upon the right-of-way.
10. Removal of Encroachment. Upon termination or revocation of this License for any reason or in the event partial or total removal of the Encroachment is required by County, Licensee shall promptly remove all or part of the Encroachment as required by County at Licensee's sole expense and to the satisfaction of County. Licensee shall not seek compensation or financial reimbursement for any and all costs associated with the removal or relocation of the Encroachment from County. In the event the Encroachment is not promptly removed by Licensee as directed by County, County shall have the right to remove the Encroachment and Licensee hereby agrees to reimburse the total amount of County's costs incurred for the partial or complete removal of the Encroachment within sixty (60) days of receipt of an invoice from County for said costs. County shall be entitled to County's reasonable attorney's fees and interest at the rate established by A.R.S. § 44-1201(A), occurring from the date the costs are incurred.
12. 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.

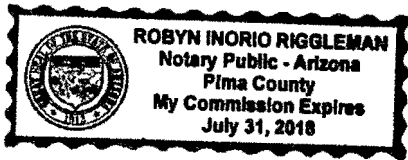
LICENSEE: Agua Linda Water Assn.

By: Terry Bowman

Title: President

State of Arizona)
)
County of Pima) SS

This instrument was acknowledged before me this 18th day of August 2014, by Terry Bowman as President of Agua Linda Water Assn.



Robyn Inorio Riggleman
Notary Public

My Commission Expires:

July 31st, 2018

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


PIMA COUNTY, ARIZONA

Chair, Pima County Board of Supervisors

ATTEST:

Clerk, Pima County Board of Supervisors

APPROVED AS TO FORM:



Tobin Rosen
Deputy County Attorney

Exhibit "A"

