



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 04/06/2021

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Freeport-McMoRan Sierrita Inc.

***Project Title/Description:**

License for Right-of-Way Encroachment / Lic-0324

***Purpose:**

To allow power poles, guy wires, and overhead electric lines owned by Licensee to encroach upon Pima County public rights-of-way.

***Procurement Method:**

Exempt pursuant to Pima County Code 11.04.020

***Program Goals/Predicted Outcomes:**

Licensee will carry appropriate insurance coverage, and have rights maintain and operate the improvements within the County rights-of-way.

***Public Benefit:**

Licensee may apply for and obtain right-of-way permits from Pima County Development Services for activities related to the maintenance and operation of the electric facilities.

***Metrics Available to Measure Performance:**

Licensee will make annual payments of \$780.00 and maintain a commercial general liability insurance policy naming the County as additionally insured.

***Retroactive:**

No.

Location Map Attached.

TO: COB 3-9-21 (1)
vers.: 1
pgs.: 11

Procure Dept 03/09/21 AM0952

Contract / Award Information

Document Type: CTN Department Code: PW Contract Number (i.e., 15-123): 21*0083
Commencement Date: 04/06/2021 Termination Date: 04/05/2046 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$ _____ ☒ Revenue Amount: \$ 19,500.00

***Funding Source(s) required:**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient?

Were insurance or indemnity clauses modified? ☒ Yes ☐ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

***Funding Source(s) required:**

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:**

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the
Federal government or passed through other organization(s)? _____

Contact: Bob Beecher

Department: Real Property Services Telephone: 724-6624

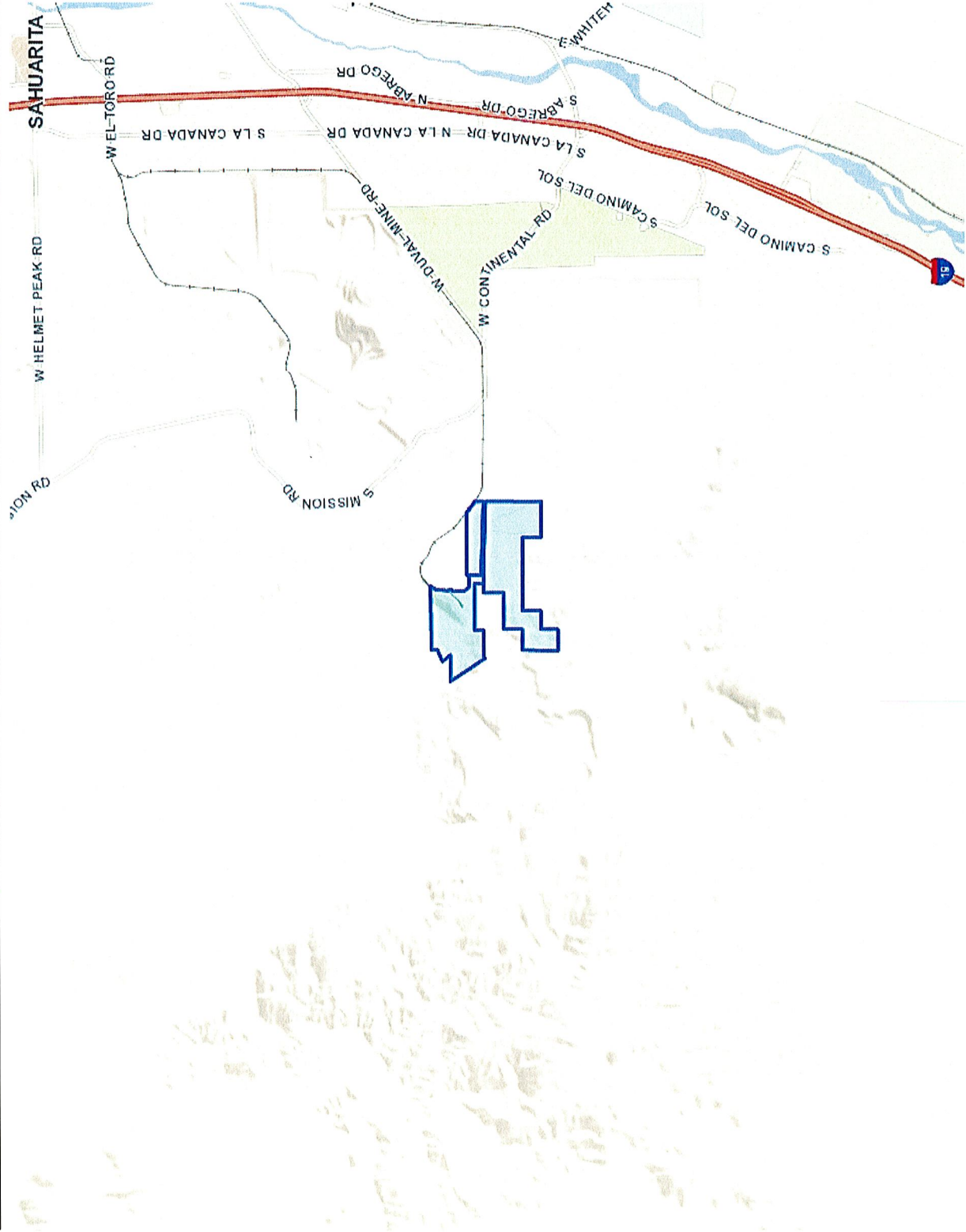
Department Director Signature/Date: [Signature] 4/5/2021

Deputy County Administrator Signature/Date: [Signature] 3/5/2021

County Administrator Signature/Date: [Signature] 3/8/21
(Required for Board Agenda/Addendum Items)

Freeport-McMoRan Sierrita Duval Mine Power Poles

Legend



Notes:

20,833.3

0 10.416.67

Feet



This map is static output from an internet mapping site and no warranty is expressed or implied as to the accuracy, reliability, currency or completeness of the data, and is for reference only

3/2/2021

For Recorder's Use Only

**PIMA COUNTY
LICENSE (Lic-0324)
FOR RIGHT-OF-WAY ENCROACHMENT**

Contract Number CTN-PW-21*0083

THIS AGREEMENT is made between Pima County, a political subdivision of the State of Arizona, ("County"), and Freeport-McMoRan Sierrita Inc., a Delaware corporation, ("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 Duval Mine Road for the purpose of power poles, guy wires, and overhead electric lines (the "Encroachment"). The right-of-way and the Encroachment areas are depicted on the attached Exhibit "A".
2. Licensee's Maintenance Obligation. Licensee shall maintain all landscaping in the Encroachments as required by the Pima County Zoning Code and as proposed in approved Landscape Plans. Licensee's failure to maintain the Encroachments shall be cause for termination of this License if County notifies Licensee in writing of the violative conditions, and Licensee fails to cure such conditions with thirty (30) days, and all terms of Paragraph 12 shall then apply.
3. Hold Harmless. All costs associated with the Encroachments 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, except to the extent caused by the intentional or negligent acts of County, its officers, departments, employees and agents. 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, except to the extent caused by the intentional or negligent acts of County, its officers, departments, employees and agents. This indemnity shall survive the termination of the License.

4. Insurance. Prior to construction, Licensee shall obtain a \$5,000,000 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 reasonable 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. Licensee shall notify County in writing of Licensee's insurer's 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. Licensee may self-insure against risks related to License provided that Licensee maintains a net worth (as shown by its financial statements audited in accordance with generally accepted accounting principles) of not less than One Hundred Million Dollars (\$100,000,000).
5. 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 \$780.00, due upon execution of this License and on each anniversary of the date that the Pima County Board of Supervisors executes this License.
6. 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 the License.
7. 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.
8. Term. This License shall run for a period of twenty-five (25) 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 (90) 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, and providing a copy to Licensee. 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 ninety (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 3 above shall survive the termination or revocation of this License.

9. Underground Facilities. If Encroachment includes any underground facilities, Licensee or its successors or assignees is required per A.R.S. § 40-360.32 (E) and (C) to maintain a Limited Basis Participation membership with Arizona Blue Stake, Inc. and file contact information with the corporation commission throughout the term of this License. Proof of membership shall be supplied to County on an annual basis with the stipulation that the Licensee shall notify County in writing of any intent to cancel the membership. This notification shall be required no less than thirty days prior to cancellation.
10. 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.
11. 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. Conveyance of the land will not relieve the prior owner of any obligations that accrued prior to conveyance.
12. 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. In the event Licensee fails to reimburse County for the costs of removal within the sixty (60)-day period, County shall immediately file a lien upon the property described in Exhibit "B" herein, which shall be a continuing lien, and Licensee hereby consents to the placement of such a lien on said property. Said lien may be enforced by foreclosure in like manner as a mortgage on real property. 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.
13. 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:

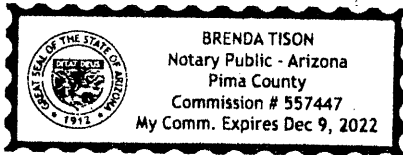
Freeport-McMoRan Sierrita Inc., a Delaware corporation

By: David Rhoades

Title: President & General Manager

State of Arizona)
)ss
County of Pima)

This instrument was acknowledged before me this 23 day of February, 2021,
by David Rhoades, as
President & General Manager of Freeport-McMoRan
Sierrita Inc., a Delaware corporation.



B. Tison
Notary Public

My Commission Expires:

(Seal)

COUNTY: PIMA COUNTY, a political subdivision of the State of Arizona:

Chair, Board of Supervisors

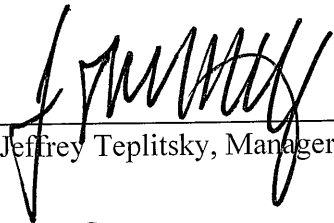
Date

ATTEST:

Julie Castaneda, Clerk of Board

Date

APPROVED AS TO CONTENT:



Jeffrey Teplitsky, Manager, Real Property Services

 3/5/2021

Carmine DeBonis, Deputy County Administrator, Public Works

APPROVED AS TO FORM:



Kell Olson

EXHIBIT "A"

February 5, 2021
Psomas # 7FRE150104

LEGAL DESCRIPTION

A portion of Duval Mine Road right-of-way, establishment proceeding No. 976, recorded in Book 8 of Road Maps at Page 16, records of Pima County, Arizona, lying within Sections 10, 11, 14, and 15, Township 18 South, Range 12 East, Gila & Salt River Meridian, Pima County, Arizona, described as follows:

Parcel 1

A strip 10 feet wide, 5 feet on each side of the following centerline:

COMMENCING at the south one-quarter corner of said Section 11, monumented by a 2-1/2 inch aluminum cap on an aluminum pipe marked "1/4 S11/S14 T18 S R12E LS14975 1996", which bears S 87°37'31" E, along the south line of the SW-1/4 of said section 11 and the south right-of-way line of said Duval Mine road, a distance of 2618.14 feet from the southwest corner of said Section 11, monumented by a 1-1/2 inch brass cap on an iron pipe marked "S10|S11/S15|S14 T18S R12E 1955";

THENCE S87°37'50"E along the south line of the SE-1/4 of said section 11 and the south right-of-way line of said Duval Mine Road, a distance of 547.65 feet;

THENCE departing from said south right-of-way and perpendicular therefrom, N 02°22'10" E, 5.00 feet to the **POINT OF BEGINNING**;

THENCE parallel with and 5 feet northerly from said south right-of-way, N 87°37'50" W, 53.67 feet to **POINT A**;

THENCE parallel with and 5 feet northerly from said south right-of-way, N 87°37'50" W, 3.92 feet to **POINT B**;

THENCE parallel with and 5 feet northerly from said south right-of-way, N 87°37'50" W, 490.05 feet;

THENCE parallel with and 5 feet northerly from said south right-of-way, N 87°37'31" W, 2536.68 feet, to a point on the arc of a tangent curve, concave southeasterly, a radial line of said curve through said point bears S 02°22'29" W;

THENCE continuing westerly upon said curve to the left, parallel with and 5 feet northerly of the south right-of-way line of said Duval Mine Road, having a radius of 2794.79 feet, a central angle of 2°14'16", the chord of which bears N 88°44'39" W, a distance of 109.15 feet, for an arc length of 109.16 feet to **POINT C**;

THENCE continuing southwesterly upon said curve to the left, having a radius of 2794.79 feet, a central angle of 1°08'35", the chord of which bears S 89°33'55" W, a distance of 55.76 feet, for an arc length of 55.76 feet to the **TERMINUS**, lying 5 feet northerly from the south right-of-way of Duval Mine Road as shown in said Road Map.

EXHIBIT "A" (continued)

February 5, 2021
Psomas # 7FRE150104

Together with:

Parcel 2

A strip 10 feet wide, 5 feet on each side of the following centerline:

BEGINNING at the aforementioned **POINT A**;

THENCE N 30°58'27" E, a distance of 47.69 feet to the **TERMINUS**;

EXCEPT that portion lying within Parcel 1 herein.

Together with:

Parcel 3

A strip 10 feet wide, 5 feet on each side of the following centerline:

BEGINNING at the aforementioned **POINT B**;

THENCE N 28°06'45" W, a distance of 168.25 feet to the **TERMINUS**, said point lying on the northerly right-of-way of Duval Mine Road as shown in said Road Map;

EXCEPT that portion lying within Parcel 1 and Parcel 2 herein.

The sidelines of Parcel 3 herein, shall be lengthened or shortened to end at the northerly said right-of-way of Duval Mine Road.

Together with:

Parcel 4

A strip 10 feet wide, 5 feet on each side of the following centerline:

BEGINNING at the aforementioned **POINT C**;

THENCE N 00°21'54" E, a distance of 145.00 feet to the **TERMINUS**, said point lying on the northerly right-of-way of Duval Mine Road as shown in said Road Map.

The sidelines of Parcel 4 herein, shall be lengthened or shortened to begin at the northerly line of Parcel 1 and end at the northerly said right-of-way of Duval Mine Road.

The described area contains 35,935 square feet or 0.82 acres, more or less.

EXHIBIT "A" (continued)

February 5, 2021

Psomas # 7FRE150104

See Exhibit A attached hereto and made a part hereof.

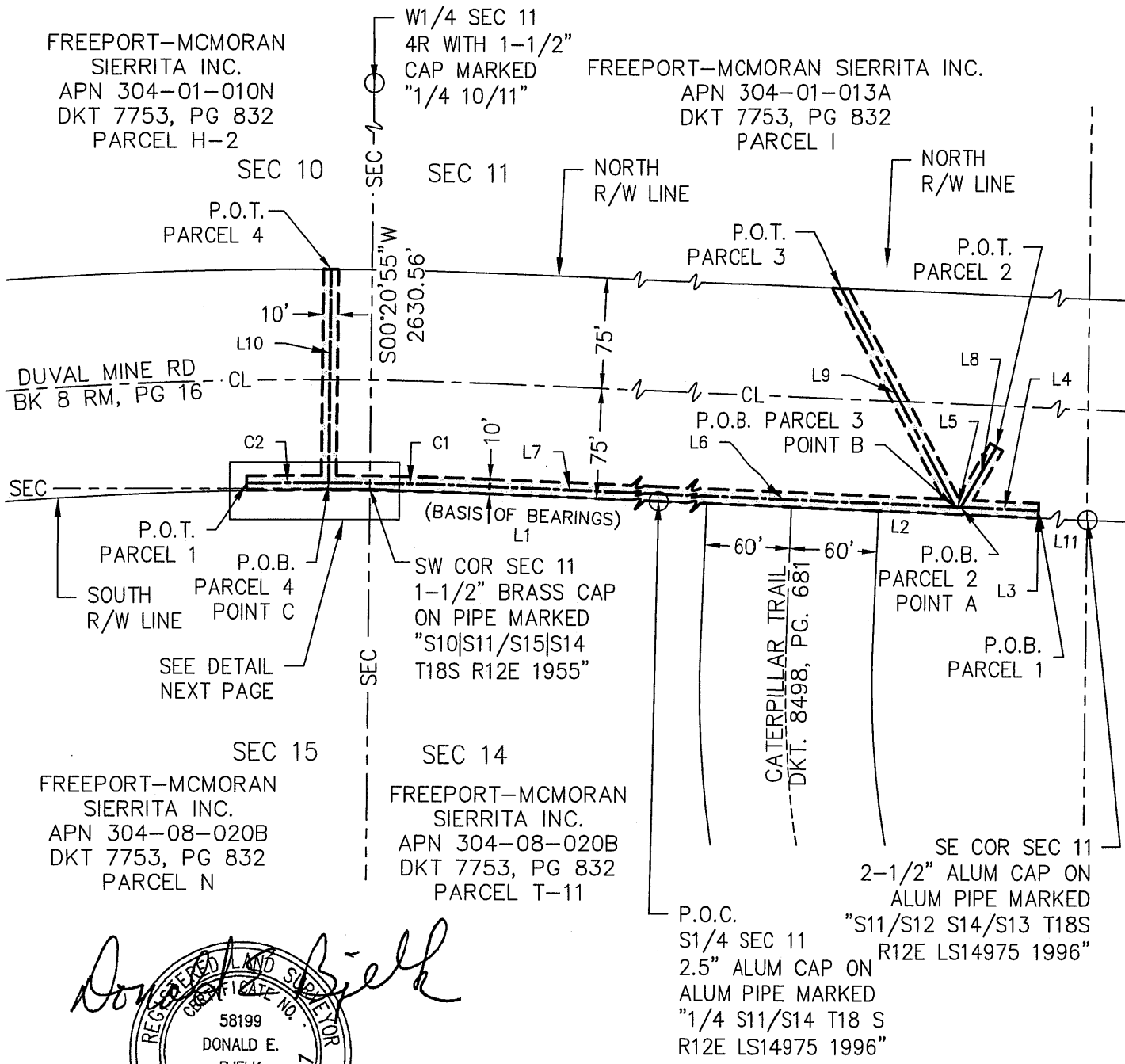
Prepared for and on behalf of:
Psomas



Expires 6/30/23

Donald E. Bjelk, AZ. R.L.S. 58199

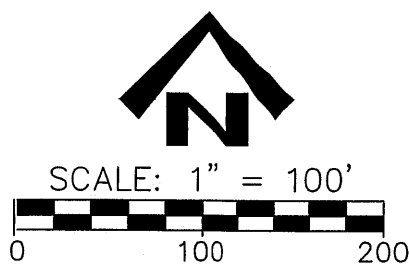
EXHIBIT "A" (continued)



Donald E. Bjelk

RECEIVED AND
CERTIFICATE NO. 58199
DONALD E. BJELK
Date Signed 2/18/21
ARIZONA U.S.A.

*DESCRIBED AREA CONTAINS 35,935 SQUARE FEET OR 0.82 ACRES, MORE OR LESS.



DEPICTION OF EXHIBIT "A"

PSOMAS

333 E. Wetmore Road, Suite 450
Tucson, AZ 85705
(520) 292-2300 (520) 292-1290 fax
www.psomas.com

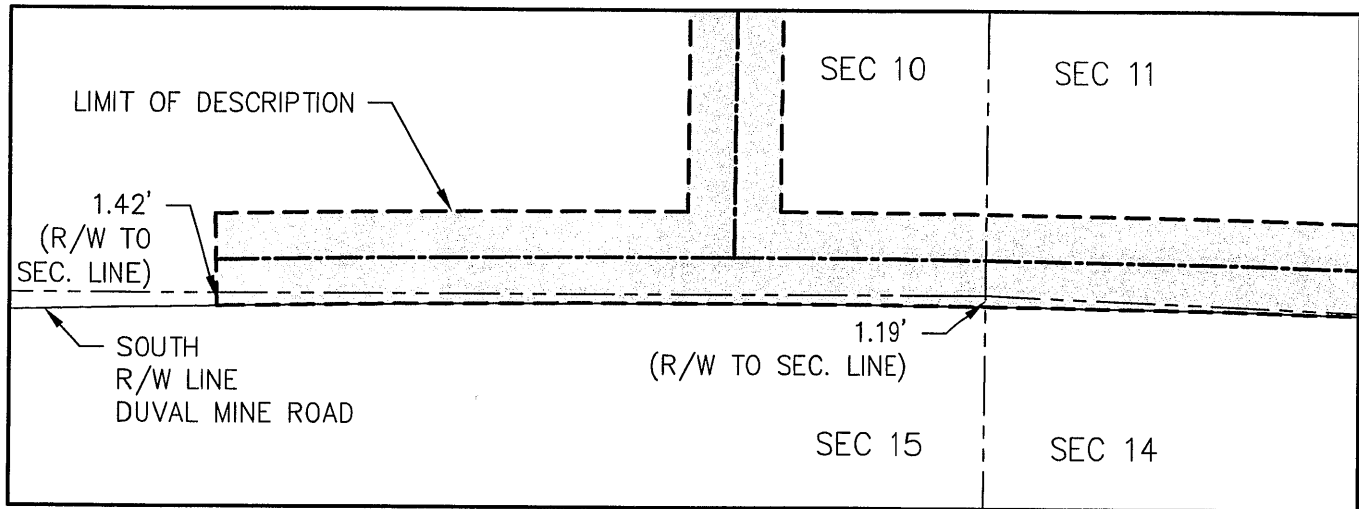
A PORTION OF SECTIONS 10, 11, 14, 15,
TOWNSHIP 18 SOUTH, RANGE 12 EAST
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

EXHIBIT "A" (continued)

LINE	BEARING	DISTANCE
L1	S 87°37'31" E	2618.14'
L2	S 87°37'50" E	547.65'
L3	N 02°22'10" E	5.00'
L4	N 87°37'50" W	53.67'
L5	N 87°37'50" W	3.92'
L6	N 87°37'50" W	490.05'
L7	N 87°37'31" W	2536.68'
L8	N 30°58'27" E	47.69'
L9	N 28°06'45" W	168.25'
L10	N 00°21'54" E	145.00'
L11	S 87°37'50" E	2070.70'

CURVE	LENGTH	RADIUS	DELTA
C1	109.16'	2794.79'	2°14'16"
C2	55.76'	2794.79'	1°08'35"

 DETAIL 1"=20'



Donald E. Bjelk

REGISTERED LAND SURVEYOR
 58199
 DONALD E. BJELK
 Date Signed 2/18/21
 ARIZONA U.S.A.

DEPICTION OF EXHIBIT "A"

PSOMAS

333 E. Wetmore Road, Suite 450
 Tucson, AZ 85705
 (520) 292-2300 (520) 292-1290 fax
 www.psomas.com

A PORTION OF SECTIONS 10, 11, 14, 15,
 TOWNSHIP 18 SOUTH, RANGE 12 EAST
 GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

EXHIBIT "B"

ALL THOSE CERTAIN PARCELS OF LAND WITHIN SECTIONS 10, 11, 14 AND 15, T18S – R12E, G.&S.R.M., PIMA COUNTY ARIZONA, DESCRIBED AS PARCELS "H-2" (SECTION 10), "I" (SECTION 11), "T-11" (SECTION 14) AND "N" (SECTION 15), AS RECITED IN DOCKET 7753, PAGE 832, FILED IN THE OFFICE OF THE RECORDER, PIMA COUNTY ARIZONA, EXCEPTING THEREFROM ANY PORTION OF SAID PARCELS THAT FALL WITHIN THE DUVAL MINE ROAD RIGHT-OF-WAY, ESTABLISHED IN PROCEEDINGS NO. 976, BOOK 8 OF ROAD MAPS AT PAGE 16, FILED IN THE OFFICE OF THE RECORDER, PIMA COUNTY, ARIZONA.