COB - BOSAIR FORM

04/23/2026 4:45 PM (MST)
Submitted by Lupe.Fimbres@pima.gov

BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: SC RPS SC2600000077

Award Type:	Contract
BOSAIR Activity:	Board Meeting Request
Requested Board Meeting Date:	05/12/2026
Supplier / Customer / Grantor / Subrecipient:	Ajo Domestic Water Improvement District
Project Title / Description:	Pima County License Non-Exclusive Right-of-Way Use License for Public Utility Facilities
Purpose:	The Ajo Domestic Water Improvement District, as Licensee, acting through the Pima County Board of Supervisors as its governing body, has requested and will enter into a 25-year Public Utility License ("License") with Pima County, authorizing the construction, installation, maintenance, and operation of water distribution facilities within County public rights-of-way located in unincorporated areas. RPS File: Lic-0184
Procurement Method:	Real Property Agreements, land Titles, Appraisals, Relocation, Property Management: Exempt per Section 11.04.020
Procurement Method Additional Info:	N/A
Program Goals/Predicted Outcomes:	Ajo Domestic Water Improvement District will have the ability to install, maintain, and operate water facilities within the public rights-of-way within Pima County and outside the confines of any incorporated city or town.
Public Benefit and Impact:	The License allows for continued operation and maintenance of water distribution facilities within County rights-of-way, subject to County permitting, safety, and operational requirements.
Strategic Plan Pillar	• Infrastructure & Growth
Support of Prosperity Initiative:	• N/A
Provide information that explains how this activity supports the selected Prosperity Initiatives	N/A
Metrics Available to Measure	Performance is measured through compliance with License terms, applicable

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VERSION: 0
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Performance:	permits, and County standards governing installation, operation, and maintenance of facilities.
Retroactive:	YES
Retroactive Description:	This License is retroactive to August 3, 2025, to ensure continuity of authorization following expiration of the prior license and to avoid any lapse in legal effect.

Contract / Award Information

Record Number: SC RPS SC2600000077

Document Type:	SC
Department Code:	RPS
Contract Number:	SC2600000077
Commencement Date:	08/03/2025
Termination Date:	08/02/2050
Supplier / Subrecipient Headquarters Location	Ajo, Arizona

* Headquarters information is not a consideration for awards

Total Expense Amount:

$0.00

Total Revenue Amount:

$0.00

Funding Source Name(s) Required:	N/A
Funding from General Fund?	NO
Contract is fully or partially funded with Federal Funds?	NO
Contract is fully or partially funded with Non-Federal Grant Funds?	NO
Were insurance or indemnity clauses modified?	NO
Vendor is using a Social Security Number?	NO
Department:	Real Property Services
Name:	George Andros

Telephone: (520) 724-6308

Add Procurement Department Signatures	No
Add GMI Department Signatures	No

Department Director Signature: George Cardieri Date: 4/23/26

Deputy County Administrator Signature: Date: 4/24/2026

County Administrator Signature: Date: 4/27/2026

For Recorder's Use Only

SC2600000077

PIMA COUNTY

LICENSE

NON-EXCLUSIVE RIGHT-OF-WAY USE LICENSE
FOR PUBLIC UTILITY FACILITIES

WHEREAS, the Licensee and County previously were parties to that certain Pima County Public Utility License Agreement ("License Agreement No. 1") WHICH WAS APPROVED BY THE County Board of Supervisors on August 3, 2010, and recorded in the Offical Records of the Pima County, Arizona, Recorder, in Docket 13854, Sequence Number 20101680010, on August 31, 2010; and

WHEREAS, License Agreement No. 1 expired according to its terms on August 2, 2025, but the Licensee and the County have continued to perform and treat License No. 1 as though License No. 1 were still outstanding and fully enforceable; and

WHEREAS, the Licensee and the County have elected to cause this License to have a retroactive effect to cover the time period from August 3, 2025 to and through all pertinent dates hereunder, such that the legal effect of this License is to avoid any lapse in legal effect of License No. 1; and

WHEREAS, pursuant to, A.R.S. § 40-283 and A.R.S. § 11-251(4), Ajo Domestic Water Improvement District, (hereinafter "Licensee") has applied to Pima County (hereinafter "Pima County" or "County") for the right and privilege in the area of the County outside the confines of any incorporated city or town to construct, install, maintain and operate in the public right-of-way facilities and appurtenances for the purpose of water distribution;

NOW, THEREFORE, in consideration of the foregoing Recitals, the parties now desire to enter into a new License for water distribution on the terms and conditions set forth herein.

1. Grant of Permission. In consideration of Licensee's agreement to abide by the promises contained herein and consistent with the laws of the State of Arizona, County hereby grants the right,

revocable and terminable, as provided herein, to Licensee to use all County public rights-of-way within Pima County lying outside the confines of any incorporated city or town to construct, install, maintain and operate water distribution facilities, in such public rights-of-way. "Rights-of-way" includes public streets, roads, alleys, bridges, highways, and other relevant infrastructure except federal and state highways within the unincorporated areas of Pima County.

2. Term. The Effective Date of this License is August 3rd, 2025. This License will continue and remain in full force and effect for a period of twenty-five (25) years from the Effective Date, unless terminated earlier by written agreement of the parties, or pursuant to Section 11 herein. This License may be renewed upon application of Licensee and approval by County subject to additional requirements and conditions.

3. County rights paramount. The rights of County in and to the use of public rights-of-way are forever pararmount and superior to Licensee's rights under the License.

3.1 County reserves the right to impose future restrictions and limitations upon the exercise of the rights granted herein as it deems best for public safety and welfare. Licensee is further required to comply with all lawful applicable ordinances of Pima County regulating conduct or work within the public rights-of-way, such as ordinances that are now enacted or may be amended or adopted from time to time.

4. No exclusive right. Nothing in this License will be construed to grant Licensee an exclusive right to construct and maintain its facilities in the public right-of-way. Facilities of Licensee must be constructed so as not to interfere with the reasonable use of the public right-of-way by others. The location of Facilities of Licensee is not a vested interest and its facilities must be removed, relocated or abandoned in place by Licensee whenever they restrict or obstruct the use or location, or any future use or location, of the public right-of-way or Facilities of County or the use thereof by the public. County expressly reserves the right to grant, from time to time, similar Licenses and privileges over the same right-of-way to the extent not inconsistent with Licensee's rights hereunder.

5. Construction. Licensee, its agents, employees, or contractors, must perform all construction under this License in accordance with established industry standards and in the manner prescribed by County in applicable Pima County Zoning Codes, adopted Pima County Standards and subject to the supervision of County, in strict compliance with all laws, ordinances, rules, and regulations of federal, state, and local governments.

5.1 Before beginning any construction for installation of Licensee's Facilities, Licensee is required to, as part of the right-of-way permit application process, submit a plan of proposed construction to the Pima County Engineer and must not commence any construction until the right-of-way Permit has been approved and issued by the County Engineer or their designee.

5.2 No construction, reconstruction, repair or relocation under this License will be commenced

until written permits have been obtained from proper County officials. In any permit so issued, such officials may impose such conditions and regulations as a condition of the granting of the same as are necessary for the purpose of protecting any structures, highways, streets or rights-of-way and for the proper restoration of such structures, highways, streets or rights-of-way, for the protection of the public and the continuity of pedestrian and vehicular traffic.

5.3 Not withstanding 5.1, Licensee will have the right to undertake without delay such emergency activities necessary to provide for and maintain the reliability and safety of its Facilities. If such action is required, Licensee must advise County of the work performed to maintain its system and apply for a permit within 24 hours of commencing such emergency activities.

5.4 The location and construction of facilities in public right-of-way must conform to applicable industry standards then in effect and as may be directed by County in order not to interfere with a planned future use of the public right-of-way. All Facilities of Licensee must be located so as to cause minimum interference with the proper use of the public right-of-way and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin the public right-of-way.

5.5 Any opening or obstruction in the public right-of-way made by Licensee in the course of the construction, maintenance, operation, repair, replacement or removal of facilities must be guarded and protected at all times by the placement of adequate barriers, the bounds of which during periods of dusk and darkness must be clearly designated by warning lights. Any work performed by Licensee along a public highway open for travel must be properly signed and marked with warning and directional devices in accordance with A.R.S.§28-650 and the Arizona Department of Transportation Temporary Traffic Control Design Guidelines, September 2019, as amended now and in the future and Section 701, Maintenance and Protection of Traffic, Pima Association of Governments Standards and Specifications for Public Improvements and as modified by the Pima County Supplemental Specifications for Public Improvements.

5.6 During construction or excavation in the public right-of-way, Licensee is required to provide proper drainage so that the public right-of-way is free from standing surface water and properly and adequately drained so as not to cause flood or erosion damage to the facilities of County or surrounding property.

5.7 In the construction, maintenance, repair and operation of its facilities, Licensee will not alter, damage, or disturb, in any way, a County highway, roadway, or street. Licensee must use all necessary care to avoid causing or permitting any damage, disturbance, alteration or modification to the Facilities of County. If in the construction, maintenance, repair or operation of Licensee's Facilities the Licensee causes or permits any damage, disturbance, alteration or modification to a County highway, roadway, or street, Licensee, at its expense and in accordance with the most recent Pima County Roadway Design Manual and Pima Association of Governments (PAG) Standard Specifications and Details for Public Improvements, will restore, to the satisfaction of County, the roadway or facilities to the condition in which they were before being damaged, disturbed, altered or modified and will also be liable to County or others for any other damages which may accrue because of said damage, disturbance, alteration or modification. The restoration must be initiated promptly and completed expeditiously in recognition of the duty of Licensee to give the restoration, repair or replacement of County roadway or facilities priority over proceeding with non-emergency activities of Licensee.

5.8 Licensee must avoid causing any damage to or disturbance of existing vegetation in the public

right-of-way. If Licensee causes or permits any such damage or disturbance, Licensee, at its sole expense and in accordance with all County regulations then in effect, including but not limited to the provisions of Section 18.73.030B(12) of the Zoning Code of County, is required to re-vegetate the right-of-way to the reasonable satisfaction of the County Engineer.

6. Installation Records. Pursuant to A.R.S. § 40-360.30, and any other applicable law, Licensee is required to maintain installation records that identify all of Licensee's facilities by type and location within the public rights-of-way. Licensee will make such installation records available to County upon County's request and without cost to County. County agrees that records of the location or design of Licensee's facilities may be defined as critical infrastructure by the federal government and as such, County agrees that records of the location or design of Licensee's facilities are proprietary to Licensee and County will not release nor make available any records to any outside party without the express, written permission of Licensee.

7. Access to adjoining property. Licensee must provide prior written or actual notice to the owners or residents of adjoining property of any activity of Licensee which may temporarily interfere with access to or use of said adjoining property in compliance with applicable County ordinance, regulation and permit conditions for Licensee's work in County's Public Rights-of-Way. If an emergency precludes the provision of prior notice, Licensee must provide actual notice to the owners or residents of the adjoining property as soon as reasonably practicable.

8. Relocation of Facilities. Nothing in this License will be construed to prevent County from abandoning, altering, improving, repairing or maintaining facilities of County or the public right-of-way and, for that purpose, requiring Licensee at its own expense to remove, relocate or abandon in place Licensee's facilities to accommodate the activities of County. "Facilities of Licensee" means any physical object or improvement or alteration of a right-of-way owned, possessed, made, installed or constructed by Licensee or made, installed, or constructed by County or others at the request of Licensee. "Facilities of Licensee" includes, but is not be limited to, pipes, pipelines, mains, services, vaults, casings, sleeves, vents, fences, meters, gauges, regulators, valves, conduits, appliances, attachments, appurtenances, poles, wires, cables and other property or equipment used or useful for the purpose for which this License is granted. "Facilities of County" means any physical object or improvement owned, possessed, maintained, installed or constructed by County or others at the request of County, including all highway, transportation, flood control,wastewater, and any other facilities of County.

8.1 Licensee must relocate at its expense all facilities of Licensee that conflict or interfere with County use, improvement or abandonment of the public right-of-way. The facilities must be relocated in accordance with the procedures and time limitations set forth in Pima County Code Chapter 10.44, as amended. If the facilities are not relocated in accordance with Pima County Code Chapter 10.44, County may, at its discretion, relocate the facilities utilizing a qualified contractor and Licensee will be liable for all costs to County of relocation including overhead and maintenance costs.

8.2 If County requires Licensee to relocate Facilities of Licensee that are located in a private easement then the costs and expenditures associated with purchasing a new private easement and relocating Facilities of Licensee will be paid by County.

8.3 Within one hundred and twenty (120) days (or a longer period if agreed to by County) after receiving written notice from County of needed changes or corrections in Facilities of Licensee and upon the failure of Licensee to make such changes or connections as set forth herein, or to correct

any damage to any public street, alley, highway or right-of-way within the License Area caused directly or indirectly by Licensee, its agents, employees or contractors, County shall have the right to make, or cause such changes or corrections to be made by a qualified contractor at the expense of Licensee. In the event that any changes, corrections or repairs are deemed an emergency by County, Licensee, upon receipt of notice of such an emergency, must make such changes, corrections or repairs deemed necessary by County to provide for health and safety concerns. In the event that Licensee does not make the necessary changes, corrections or repairs within a reasonable period of time, County may make or cause such changes, corrections or repairs to be made by a qualified contractor at the expense of Licensee. Any expenses incurred for such changes, corrections or repairs will be due and payable within thirty (30) days of written demand by County to Licensee.

8.4 County is not liable to Licensee for any costs of relocation, replacement, repair or abandonment of Facilities of Licensee in public Rights-of-Way or lost revenues, sustained by Licensee because of damage, modification or alteration to or destruction of its facilities in the public Rights-of-Way, except as provided by Arizona law or otherwise provided herein, and to the extent consistent with A.R.S. §§ 12-820.01 and 12-820.02.

8.5 County will not exercise its right to require Facilities of Licensee to be relocated in an unreasonable or arbitrary manner, or to avoid its obligations under this License.

9. County permits; no authorization of wrongdoing. This License does not constitute a County permit for right-of-way use. Nothing in this License relieves Licensee from its duty to obtain all applicable permits for right-of-way use from the appropriate County departments. Licensee must construct the proposed facilities in accordance with the plans submitted to County with the application for this License. County review or approval of plans or specifications or issuance of a permit for an activity or an installation, construction or location of a facility of Licensee, or the failure of County to direct Licensee to take any precautions or make any changes or to refrain from doing anything, will not be construed to be an authorization for or approval of any violation of an industry standard pertaining to the location or construction of a facility in a public right-of-way. No review, approval or permit presuming to give such authority will relieve Licensee of its obligations under this License regarding the location and construction of facilities. The failure of County to direct Licensee to take any precautions or make any changes or to refrain from doing anything, will not excuse Licensee from its responsibilities hereunder to County or others for injury to persons or damage to property.

10. Compliance with Highway Safety. Construction of the Facilities of Licensee must 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 Facilities of Licensee must be maintained by Licensee so as not to interfere with safe sight distance or safe travel along the right-of-way.

11. Termination of License for Cause. Upon receipt of written notice from County that this License is to be terminated or revoked for cause, Licensee will be given one hundred twenty (120) days to cure or remedy the reason(s) provided in the written notice from County. If Licensee does not cure the reason(s) for termination within the one hundred twenty (120) day time period, Licensee is to remove its facilities from the right-of-way at no expense to County and to the satisfaction of County within one hundred twenty (120) days of the date of mailing of the written failure to cure notice. Licensee must restore the right-of-way to the condition mutually agreed upon. If Licensee does not

restore the right-of-way within the one hundred twenty (120) days allotted, County may restore the right-of-way at the expense of Licensee. Any expenses incurred will be due and payable within thirty (30) days of written demand by County to Licensee.

12. Indemnification; hold harmless; defend. All costs associated with the License and any use of public right-of-way 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, the Licensee shall indemnify, defend and hold the County, its governing board or body, officers, departments, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorney's, consultant's and accountant's fees or costs and expenses of whatsoever kind and nature, resulting from or arising out of any act or omission of the Licensee, its agents, employees or anyone acting under its direction or control, whether intentional, negligent, grossly negligent, or amounting to a breach of contract, in connection with or incident to the performance of this License. The obligations under this Article shall not extend to the negligence of the County, its agents, or employees. If County is sued in any court by any person, firm, association or corporation to recover damages for injuries or death to person or property on account of the construction, installation, operation, maintenance, repair or replacement of Facilities of Licensee, Licensee shall indemnify County, pay any resulting final judgments, and shall at the option of County be made a party to any such court proceeding. This provision shall not bar Licensee from claiming contribution for such injuries, death, damages and defense costs after, and to the extent, County is

found liable by a court of competent jurisdiction for such damages, injuries or death by reason of acts or omissions of County or its employees, servants or agents. This indemnity shall survive the termination of this License.

13. Insurance. **Licensee shall provide the County with and maintain in full force throughout the term of this License by the Licensee or Licensee's assignees liability insurance. This License shall terminate if insurance lapses. County reserves the right to require additional insurance at County's sole discretion. The insurance policy should comply as follows:**

13.1. Commercial General Liability insurance; including coverage for contractual liability; products and completed operations; and explosion, collapse, and underground; with limits not less than $5,000,000, combined single limit.

13.2. Commercial Automobile Liability insurance covering owned, non-owned, and hired vehicles used in connection with this license, with limits not less than $5,000,000.

13.3. Primary Insurance: The Licensee's policies shall stipulate that the insurance afforded the Licensee shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be non-contributory.

13.4. The Commercial General Liability insurance and Commercial Automobile insurance policies shall be endorsed to include Pima County as an additional insured.

13.5. Upon written request the insurer, broker, or agent shall provide certificates of insurance indicating the required insurance coverage and endorsements (or a letter certifying self-

insurance), or copies of the insurance policy declaration pages and required endorsements, to Pima County Real Property Services. The certificate of insurance shall be reasonably similar to, and contain at least the same information as an ACORD form certificate of insurance. All insurance policies shall include a sixty (60) day notice of cancellation or material change of coverage endorsement. Deductibles or retention levels exceeding $10,000 per claim shall be declared. Licensee shall immediately forward a copy of any notice of cancellation or material change of coverage to Pima County Real Property Services in addition to any notice provided by the insurer or its representative.

13.6. Licensee shall be solely responsible for all premiums, deductibles, or self-insured retentions due and payable for insurance required in this Paragraph.

13.7 Notwithstanding anything to the contrary herein, Licensee may satisfy any and all required coverages hereunder through insurance, self-insurance, or a combination thereof.

14. County participation in suit, action or proceeding. County will have the right, at all times, at its own expense, to take part in any suit, action or proceeding instituted by or against Licensee (a) in which any judgment or decree can be rendered foreclosing any lien on any of Licensee's property situated within the public right-of-way, (b) seeking to enjoin, restrain, or in any manner interfere with Licensee in the performance or observance by it of any of the terms or conditions of this License, or any regulation, notice or direction of County in such connection, (c) affecting the rights, powers or duties of Licensee to do or not to do anything which by this License it may be required to do or not to do, or (d) which involves or might involve the constitutionality, validity or enforcement of this License. County may take such steps relating to the suit, action or proceeding, as County may deem necessary or advisable to protect the interest of County or the public interest.

15. Inspection; charge. County, if it deems necessary, may inspect any of Licensee's activity and/or facilities in the public right-of-way to ensure proper performance of this License and conformance with applicable federal, state and county laws, ordinances and regulations, and County may make a reasonable charge for such inspection, provided such charge is lawfully adopted and uniformly imposed and collected for such inspections from other utilities or persons similarly situated to Licensee.

16. Compliance; assent to legality. Licensee must conform to, abide by, and perform all the conditions, provisions, requirements and limitations in this License. Licensee is subject to all County ordinances and regulations now in force or that hereafter may be lawfully adopted, including all ordinances and regulations relating to the use of public right-of-way by utilities. Licensee must not set up as against County any claim that the provisions of this License or any applicable County ordinance or regulation now lawfully in force are unreasonable, arbitrary or void.

17. Interpretation of Governing Law. The interpretation and performance of this License and of the general terms and conditions herein will be in accordance with and governed by the laws of the State of Arizona.

18. 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 will have no right of entry upon the right-of-way.

19. Assignment/ Transfer. Licensee cannot assign or transfer any interest in the License without the prior written consent of Licensor. Licensor will not unreasonably withhold its consent to a

proposed transfer.

20. Notice. Notices required under this License must be delivered or sent by certified mail, postage prepaid to:

Licensor:

Pima County
ATTN: Real Property Services
201 N. Stone Ave., 6th Floor
Tucson, AZ 85701
Email: george.cardieri@pima.gov

Licensee:

Ajo Domestic Water Improvement District
33 N Stone Avenue, 11th Floor
Tucson, AZ 85701

The delivery or mailing of such notice is equivalent to direct personal notice and will be deemed to have been given at the time of delivery.

21. Conflict of Interest. This Agreement is subject to A.R.S.§38-511 which provides for cancellation of contracts by County for certain conflicts of interest.

22. Limits on Licensee's Recourse.

22.1. Licensee by accepting the License acknowledges that it has not been induced to accept the same by any promise, verbal or written, by or on behalf of County or by any third person regarding any term or condition of the license not expressed therein. Licensee by its acceptance of the License further pledges that no promise or inducement, oral or written, has been made to any employee or official of County regarding receipt of the License.

22.2. Licensee, by its acceptance of the License further acknowledges that it has carefully read the terms and conditions of the License and accepts without reservation the obligations imposed by the terms and conditions herein.

23. Headings. Headings used in this License are for convenience only and cannot be used in construing its terms.

24. Severability. If any section, provision, term or covenant or any portion of any section, provision, term or covenant of the License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination will have no effect on any remaining portion of such section, provision, term or covenant or the remaining sections, provisions, terms or covenants of the License, all of which will remain in full force and effect for the term of the License or any renewal or renewals thereof.

25. Waiver. Waiver by County of any breach of any term, covenant or condition herein contained will not be deemed a waiver of any other term, covenant or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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LICENSEE: Ajo Domestic Water Improvement District

_____ Date:_____

Jennifer Allen, Chairperson,
Ajo Domestic Water Improvement District

State of Arizona)
) ss
County of Pima)

This instrument was acknowledged before me the undersigned authority on this _____ day of 2026, by Jennifer Allen, as Chairperson of Ajo Domestic Water Improvement District.

_____
Notary Public

My commission expires:
_____

IN WITNESS WHEREOF, the parties hereto have executed this License as of the date signed by the Chair of the Board of Supervisors.

LICENSOR: PIMA COUNTY

_____ Date:_____
Jennifer Allen, Chair, Board of Supervisors

Attest:

_____ Date:_____
Melissa Manriquez, Clerk of the Board

APPROVED AS TO CONTENT:

_____
George Cardieri, Director, Real Property Services

APPROVED AS TO FORM:

_____
James F. Morrow, Deputy County Attorney