

LICENSE

City Clerk's Note:  
AN ORIGINAL LICENSE WAS  
delivered to PIMA Co.

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THIS LICENSE, made this 26<sup>th</sup> day of JUNE, 1979,  
by and between the City of Tucson, a municipal corporation,  
hereinafter sometimes referred to as City, and Pima County, a  
political subdivision of the State of Arizona, hereinafter  
sometimes referred to as County.

WHEREAS, on the 26<sup>th</sup> day of JUNE, 1979, the  
City and County entered into an intergovernmental agreement  
(IGA) for the transfer of the City sewer system to Pima County;  
and

WHEREAS, that as part of the consideration for the above-  
mentioned intergovernmental agreement City of Tucson agrees to  
grant to Pima County a license to use the public right-of-way  
within City of Tucson for the purpose of installing, extending,  
enlarging or maintaining the public sewer system owned, operated  
and maintained by Pima County.

NOW, THEREFORE, the City and County agree:

Sec. 1. A license is hereby granted by City to the County  
to use the public right-of-way throughout the City of Tucson  
for the purpose of providing sewer services to the inhabitants  
of Pima County.

Sec. 2.1. Pima County, for the duration of this license  
and for the purposes hereinabove expressed, shall have the right:

a. To construct and maintain and otherwise make changes in  
a sewer collection and treatment system in or within public right-  
of-way in the City of Tucson; and

b. To construct underground sewer lines, manholes, clean-  
outs, and other appurtenances for the collection of sewage through-  
out the City; to maintain this collection system and any extension  
thereof; and to make any and all necessary excavations therefor,  
in, over, under and across all or any of the streets, alleys,  
avenues and public grounds of the City, to be exercised in such  
manner only, however, as to offer the least interference with  
the public use of said streets, alleys, avenues and public

use of said streets, alleys, avenues and public grounds, and all subject to the valid applicable ordinances, rules and regulations of the City of Tucson, all valid applicable State statutes, laws, and Constitutional provisions and all valid applicable orders or rules and regulations of the Arizona Department of Health Services.

In undertaking any construction, maintenance, reconstruction or excavation work, upon any facilities located in, over, under or across said streets, alleys, avenues and public grounds, Pima County shall apply for and obtain an excavation and backfill permit, or require any contractor doing the work to apply for and obtain a permit from the City and shall comply with the valid ordinances, rules and regulations of the City. No permit shall be denied in any instance where the County complies with the valid requirements therefor. In order to promote and protect continuing reliable sewer service, the County may undertake such emergency measures as it deems necessary when circumstances warrant, notwithstanding any other provisions hereof.

Sec. 2.2. Utility Planning and Coordination Committee

a. City agrees to include Pima County on the Utility Planning and Coordination Committee which has been established by City Ordinance No. 4465, adopted April 12, 1976. County agrees to be a member of this Committee.

b. The purpose of the Utility Planning and Coordination Committee shall be as follows with respect to the City and County

(1) To provide coordination between the County and the City in the expansion of the County sewer and the City water utilities, respectively.

(2) To insure that long-range planning of the County and the City on the extension of utility services maximizes the efficient and orderly expansion of the utility systems.

(3) To insure that the County and the City utility systems are expanded and modified in the public interest, avoiding undue cost burdens upon customers and taxpayers, that such expansions and modifications are coordinated in a manner to avoid arbitrary or reasonably avoidable interference with utility facilities of others.

(4) To minimize costs associated with growth or changes to the County and the City utility systems occasioned by changes, relocations or other modifications in those systems which affect presently existing facilities of the County and the City.

c. The Committee shall meet and review annually the proposed capital improvement programs of the City and the County for the succeeding fiscal year in accordance with the designated purposes of the Committee as set forth in Section 2.2(b) hereof and, should appropriate governmental action be deemed advisable, submit a recommendation of such action to the Mayor and Council or Board of Supervisors.

All proposed changes of the nature hereinafter set forth in the County sewer system or the City water system within Pima County shall be submitted to the Utility Planning and Coordination Committee sixty (60) days prior to the County or City commencing construction on any such project. Changes which shall be submitted to the Committee hereunder shall be, on the County's part, any extension, replacement or construction of new County sewer lines or other County facilities which would cause relocation of City facilities; on the City's part, any extensions, replacement or construction of new City water lines or other municipal facilities which would cause relocation of County facilities.

Sec. 3. The right, privilege and license hereby granted shall extend to and include all those streets, alleys, avenues and other public grounds as the same are now designated, or may be designated in the future with the City of Tucson and any part thereof, or as now located or as they may be hereafter altered or extended within the present or any future limits of said City.

Sec. 4. The County hereby agrees to indemnify and hold harmless the City, its officers, boards, commissions, employees, and agents against and from any and all claims, demands, causes

of action, suits, proceedings, regardless of the merits or the same, damages, including damages to City property, liability, costs or expenses of every type, all or any part thereof which arises by reason of any injury to any person or persons, including death; or property damage, resulting from the negligence of the County, its officers, agents, employees and servants while exercising any of the rights, privileges and powers granted herein, except where the City's negligence has in some manner contributed.

Sec. 5a. Pima County may pay for the cost of all repairs to City improvements made necessary by any of the operations of the County under the license granted hereby, or the County may make repairs to streets, sidewalks, curbs and gutters itself at its own cost in accordance with City specifications.

Sec. 5b. The City agrees to bear the cost of any relocation or adjustment of City water facilities caused by County construction projects undertaken in City right-of-way. The foregoing provisions shall not be applicable where State or Federal funds are provided for payment of utility relocation costs. The City will accomplish such relocation in a timely fashion so as to not unduly delay the County project.

Sec. 5c. City agrees to bear the cost of any relocation or adjustment of County sewer facilities caused by City construction projects undertaken in City right-of-way.

Sec. 6. Effective Date of License. This license shall be effective upon filing the original executed license with the office of the Pima County Recorder.

Sec. 7. Duration. This license shall terminate on June 30, 1979, at midnight, if the provisions of Article VIII of the intergovernmental agreement have not been fully executed. If the provisions of Article VII of that agreement have been fully executed by midnight on June 30, 1979, then this license shall continue indefinitely and shall be subject to termination

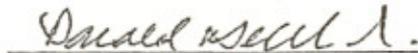
by any of the parties or their successors or assigns hereto upon ninety (90) days prior written notice and based only upon the material breach of the provisions of the intergovernmental agreement.

Sec. 8. Legal Jurisdiction. Nothing in this license shall be construed as either limiting or extending the legal jurisdiction of either the City or the County.

Sec. 9. Assignment. Subject to the provisions of Article VII of the intergovernmental agreement, the terms of this license shall be binding on the successors and assigns of the parties hereto.

  
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Mayor, City of Tucson

ATTEST:

  
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

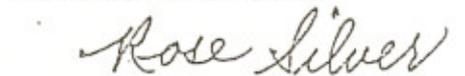
  
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
Chairman, Pima County Board of Supervisors

ATTEST:

  
\_\_\_\_\_  
Clerk, Board of Supervisors

APPROVED AS TO FORM:

  
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Rose Silver, Special Counsel  
to the Civil Division of the  
Pima County Attorney's Office