

**LICENSE AGREEMENT BETWEEN  
COCHISE COUNTY AND THE CITY OF DOUGLAS, ARIZONA,  
FOR TOWER AND OTHER EQUIPMENT LOCATED AT  
661 G AVENUE, IN DOUGLAS, ARIZONA**

THIS AGREEMENT (“Agreement”) is entered into by and between the City of Douglas (“Douglas”), a municipal corporation, whose address is 425 E. 10<sup>th</sup> Street, Douglas, Arizona, 85607 and Cochise County (“County”), a political subdivision of the state of Arizona, whose address is 1415 W. Melody Lane, Building G, Bisbee, Arizona, 85603. The City of Douglas and Cochise County may each be referred to herein as a “Party” or collectively as “Parties” to this Agreement.

**RECITALS**

- A. On June 4, 2014, County transferred legal ownership of real property (“Property”) located at 661 G Avenue, in Douglas, Arizona, to Douglas, pursuant to an Amendment to Intergovernmental Agreement Between the City of Douglas and the County of Cochise for the Establishment of a Regional Service Center in the City of Douglas, filed with the Cochise County Recorder on June 6, 2014, and identified as Cochise County Recorder number 2014-09813 (the “Amendment”).
- B. The legal transfer of the Property occurred through a Special Warranty Deed filed with the Cochise County Recorder’s Office on June 6, 2014, and identified as Cochise County Recorder number 2014-09815.
- C. The Property’s parcel number is 409-08-102 and the legal description is:

**DOUGLAS LOTS 17 18 BLK 64**

- D. Pursuant to the Amendment, Douglas acknowledged and agreed that, upon acquiring legal ownership of the Property, it would grant a license to County in which County would have twenty-four (24) hour, seven (7) days a week access to a County-owned communications tower, generator, shed, and equipment rack (“collectively referred to as “Equipment”) located on the Property.
- E. The Equipment is used to provide public safety two-way radio and network connectivity to the Regional Service Center and to another communications building located east of Douglas.
- F. Although the Amendment was recorded, it was recorded without a legal description; the purpose of this License Agreement is to provide a recordable document, setting for the parties’ Agreement under the Amendment, with a legal description.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, Douglas and County make the following agreements:

## AGREEMENT

1. The purpose of this Agreement is to grant County an exclusive license to access its Equipment on Douglas Property.
2. Douglas hereby agrees to grant County a license to access the Equipment owned by County, located on Douglas's Property. Only County employees and employees or contractors authorized by County shall have access to the Equipment.
3. Douglas agrees that should it be necessary to change any locks, codes, or keys to any Property gates or doors that provide access to County's Equipment, Douglas will provide County with the new lock combinations, keys, or codes as soon as reasonably possible.
4. Douglas agrees that County shall have exclusive access to the Equipment seven (7) days a week and twenty-four (24) hours a day.
5. Douglas agrees that County may replace, add to, or reconfigure the Equipment as needed and shall have uninterrupted access for that purpose.
6. Douglas acknowledges that a portion of the Equipment is located inside the Property building. Douglas agrees that all of the above provisions apply to the access of this Equipment as well.
7. This Agreement shall be effective upon execution by both Parties and shall continue indefinitely or until such time as County determines otherwise, at which time the County will remove the tower and all equipment at its own expense.
8. To the extent permitted by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers
9. This Agreement may be terminated by the parties within three years after its execution if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other Party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract pursuant to A.R.S. § 38-511.
10. Should Douglas choose to terminate this Agreement, Douglas will provide the County with notice of said termination at least 180 days before the termination of the Agreement goes into

effect. The 180-day minimum notice requirement will afford the County an opportunity to coordinate its efforts to remove the Equipment from the property.

11. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended. In the event that any provision of this Agreement or portion thereof is held invalid, illegal or unenforceable, such, provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force and effect. Any action relating to this Agreement shall be brought in an Arizona court in Cochise County.

12. Each Party may at any time request an amendment to this Agreement. This Agreement is subject to amendment upon the mutual consent of the respective Parties by the mutual approval of a formal written amendment to this Agreement.

13. For purposes of workers' compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is her primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries she is then working, as provided in A.R.S. §23-1022(D). The primary employer of such employee shall be solely liable for payment of workers' compensation benefits for the purposes of this section. Each Party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

14. In accordance with A.R.S. § 35-393.01, the Parties certify that they are not currently engaged in, and for the duration of this Agreement agree not to engage in, a boycott of Israel, and will not adopt a procurement, investment, or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

15. The Parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to the Parties' employment of its employees, and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). The Parties shall further ensure that each sub-consultant who performs any work for the Party under this Agreement likewise complies with the State and Federal Immigration Laws.

16. The Parties agree to keep all books, accounts, reports, files, and other records relating to this Agreement for five (5) years after completion of the contract; and, in addition, agrees that such books, accounts, reports, files, and other records shall be subject to audit pursuant to A.R.S. § 35-214.

17. Notwithstanding any other provision of the Agreement, the Parties understand that County is a public entity and, as such, is subject to Arizona's public records law, A.R.S. § 39-121 *et seq.*

18. Neither party may assign this Agreement without the other party's written consent.

19. Any notices, questions, comments, and concerns regarding the duties and responsibilities

of the parties under this Agreement shall be directed as follows:

If to County:  
Cochise County Administrator  
1415 Melody Ln., Bldg. G  
Bisbee, AZ 85603

If to Douglas:  
City Manager  
City Hall  
425 E. 10<sup>th</sup> St.  
Douglas, AZ 85607

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year set forth below.

CITY OF DOUGLAS

COCHISE COUNTY

  
\_\_\_\_\_  
Jim Russell, City Manager

\_\_\_\_\_  
Ann English, Chairperson

Dated: 3/15/2018

Dated: \_\_\_\_\_

**Attest:**

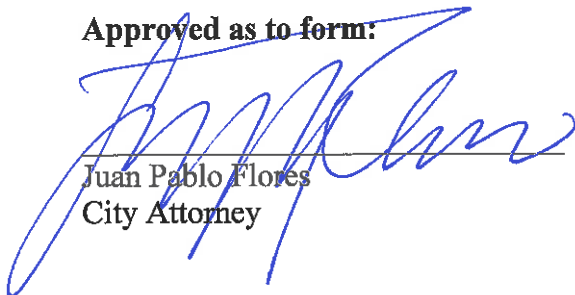
**Attest:**

  
\_\_\_\_\_  
Brenda Aguilar,  
City Clerk

\_\_\_\_\_  
Arlethe Rios,  
Clerk of the Board of Supervisors

**Approved as to form:**

**Approved as to form:**

  
\_\_\_\_\_  
Juan Pablo Flores  
City Attorney

\_\_\_\_\_  
Elda E. Orduño, Deputy County Attorney

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

**RESOLUTION NO. 18-1273**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF DOUGLAS, COCHISE COUNTY, ARIZONA, AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN THE CITY OF DOUGLAS AND COCHISE COUNTY FOR LICENSEE TO USE AND HAVE ACCESS TO THE COUNTY-OWNED COMMUNICATIONS TOWER FACILITY LOCATED AT 661 'G' AVENUE IN THE CITY OF DOUGLAS.**

**WHEREAS**, Article I, Section 3(A) of the City Charter empowers the City to lease real property for any City purpose and to sell or otherwise dispose of real property in the manner, for such consideration and upon such conditions as may be determined by the City Council; and

**WHEREAS**, the City of Douglas and Cochise County, seek to formalize the terms of the non-exclusive License Agreement for which County would have twenty-four (24) hour, seven (7) days a week access to a County-owned communications tower, generator, shed, and equipment rack the Licensee to use located at 661 G Avenue, in Douglas, Arizona,

**WHEREAS**, the Mayor and Council find that it is in the best interest of the City of Douglas to grant a License for the partial use of City owned facility located at 661 'G' Avenue, in the City of Douglas, Arizona pursuant to the terms and conditions in the attached proposed License Agreement as Exhibit "A" and incorporated herein by reference; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the City of Douglas, Arizona, as follows:

**Section 1.** The City is authorized to grant a non-exclusive license agreement for the use of the city-owned facility located at 661 'G' Avenue, in the City of Douglas, Arizona pursuant to the terms, restrictions and conditions of the License Agreement attached hereto as Exhibit "A", to Cochise County with consideration previously extended, the adequacy of which is hereby acknowledged.

**Section 2.** The City Manager and the City Clerk are hereby authorized to execute and deliver the agreement, attached hereto as Exhibit "A", and incorporated herein by reference as though fully set forth herein verbatim along with any other related documents necessary to consummate the transaction contemplated by the License Agreement, for and on behalf of the City of Douglas.

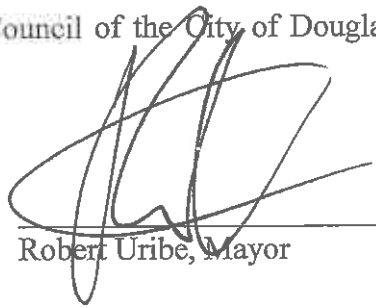
**Section 3.** The officers of the City Council and the City of Douglas are hereby authorized and directed to fulfill all obligations under the terms of said License Agreement.

**Section 4. Severability:** If any chapter, section, subsection, sentence, clause or phrase of this resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

this Resolution that shall continue in full force and effect after the deletion of the illegal or unconstitutional provision.

**PASSED AND ADOPTED** by the Mayor and Council of the City of Douglas, Arizona, this 14<sup>th</sup> day of March 2018.



---

Robert Uribe, Mayor

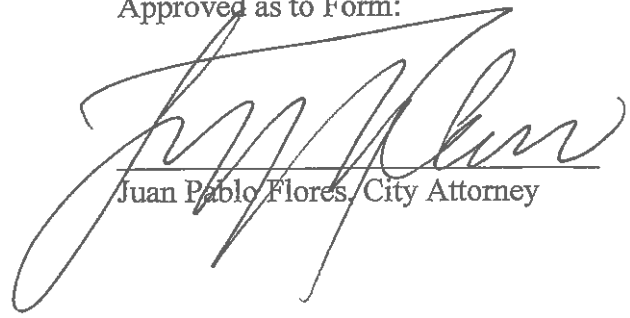
Attest:

Approved as to Form:



---

Brenda Aguilar, City Clerk



---

Juan Pablo Flores, City Attorney