

When recorded, please return to:
Clerk of the Pinal County
Board of Supervisors
P.O. Box 827
Florence, AZ 85132

RESOLUTION NO. _____

**RESOLUTION OF THE PINAL COUNTY BOARD OF SUPERVISORS
APPROVING A LICENSE AGREEMENT WITH THE ARIZONA DEPARTMENT OF
EMERGENCY AND MILITARY AFFAIRS AND RESCINDING A PREVIOUSLY
APPROVED LICENSE AGREEMENT**

WHEREAS, Pinal County Public Works requires access to property known as the Rittenhouse Training Area, APN 104-22-7040, owned by the Arizona Department of Emergency Management and Military Affairs (DEMA) for the purpose of inspecting the property for potential use as a future roadway; and

WHEREAS, the Board of Supervisors approved a license agreement with DEMA on December 21, 2022, which license would have provided access to the property on January 31, 2022 (December License); and

WHEREAS, after the Board of Supervisors approved the December License DEMA determined that the requested access to the Rittenhouse Training Area could not be provided on the intended date of January 31, 2023; and

WHEREAS, the Parties wish to enter into a new License Agreement (attached as Exhibit A hereto) which provides access to the Rittenhouse Training Area on February 9, 2023.

THEREFORE:

BE IT RESOLVED, that the PINAL BOARD OF SUPERVISORS accepts and approves the License Agreement dated January 25, 2023, (attached hereto as Exhibit A) with the Arizona Department of Emergency and Military Affairs; and

BE IT FURTHER RESOLVED the License Agreement approved by the Board on December 21, 2022 is hereby rescinded and shall have no effect.

PASSED AND ADOPTED this ____ day of _____, 2023, by the PINAL COUNTY BOARD OF SUPERVISORS.

Chairperson of the Board

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board



Kevin S. Costello-Pinal County Deputy Attorney

LICENSE AGREEMENT

Date: January 25, 2023

- Parties: (a) Pinal County ("LICENSEE")
Address: 31 N. Pinal Street, Florence, AZ 85132
- (b) Department of Emergency and Military Affairs (DEMA) ("LICENSOR")
Address: 5636 E. McDowell Road, Phoenix, AZ 85008

1. LICENSOR hereby grants the LICENSEE permission to access the NE Corner of Parcel 104-22-7040 AZ DEMA located on the Rittenhouse Training Area on 9 February, 2023, between the times of 7:00AM to 5:00PM. LICENSEE wishes to inspect the above-described property for its potential use as the site of a future roadway. This License and permission for LICENSEE personnel to enter and remain on the above-described property is subject to the condition that LICENSEE personnel shall be escorted by LICENSOR personnel at all times while they are on the Rittenhouse Training Area. LICENSEE activities shall not unreasonably interfere with LICENSOR's use of the Rittenhouse Training Area or any military activities thereon.

Notices shall be delivered, one party to the other, to the following addresses:

OWNER:

Department of Emergency and Military Affairs
5636 E. McDowell Road
Phoenix, Arizona 85008

OPERATOR:

Pinal County
31 N. Pinal Street
Florence, Arizona 85132

2. LICENSOR shall provide reasonable access for ingress and egress.
3. LICENSEE shall indemnify, defend, and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees, hereinafter for the purposes of Sections 4 and 5, referred to as "State of Arizona," from and against any and all third party claims, actions, liabilities, damages, losses, or expenses (including court costs, reasonable attorneys' fees actually incurred, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, by the negligent or willful acts or omissions of LICENSEE or any of its owners, officers, directors, agents, employees or contractors, to the extent arising out of or related in LICENSEE's occupancy and use of the Facility or from LICENSEE's breach of this License. It is the specific intent of the parties that the State of Arizona shall, in all instances, except for claims arising from the negligent or willful acts or omissions of the State of Arizona, be

indemnified by LICENSEE from and against any and all claims. It is agreed that LICENSEE will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable, except as to Claims by the State of Arizona against LICENSEE.

4. This License may be amended, changed or modified only by written agreement executed by the parties hereto. This License shall be governed by and construed in accordance with the laws of the State of Arizona. This License represents the entire agreement between the parties respecting the matters contained herein.

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Executed on this ____ day of ____, 2023.

LICENSOR

Department of Emergency and Military Affairs
5636 E. McDowell Road, Phoenix, AZ 85008

By: _____

Name: Major General Kerry L. Muehlenbeck

Title: The Adjutant General

LICENSEE

Pinal County
31 N. Pinal Street, Florence, AZ 85132

By: _____
(Printed name below)

Name: Jeff Serdy

Title: Chairman of the Board

ATTEST

Clerk of the Board

Approved as to Form

Deputy County Attorney

LICENSE AGREEMENT

Date: November 29, 2022

Parties: (a) Pinal County ("LICENSEE")
Address: 31 N. Pinal Street, Florence, AZ 85132

(b) Department of Emergency and Military Affairs (DEMA) ("LICENSOR")
Address: 5636 E. McDowell Road, Phoenix, AZ 85008

1. LICENSOR hereby grants the LICENSEE permission to access the NE Corner of Parcel 104-22-7040 AZ DEMA located on the Rittenhouse Training Area on 31 January, 2022, between the times of 7:00AM to 5:00PM. LICENSEE wishes to inspect the above-described property for its potential use as the site of a future roadway. This License and permission for LICENSEE personnel to enter and remain on the above-described property is subject to the condition that LICENSEE personnel shall be escorted by LICENSOR personnel at all times while they are on the Rittenhouse Training Area. LICENSEE activities shall not unreasonably interfere with LICENSOR's use of the Rittenhouse Training Area or any military activities thereon.

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OWNER:

Department of Emergency and Military Affairs
5636 E. McDowell Road
Phoenix, Arizona 85008

OPERATOR:

Pinal County
31 N. Pinal Street
Florence, Arizona 85132

2. LICENSOR shall provide reasonable access for ingress and egress.
3. LICENSEE shall indemnify, defend, and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees, hereinafter for the purposes of Sections 4 and 5, referred to as "State of Arizona," from and against any and all third party claims, actions, liabilities, damages, losses, or expenses (including court costs, reasonable attorneys' fees actually incurred, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, by the negligent or willful acts or omissions of LICENSEE or any of its owners, officers, directors, agents, employees or contractors, to the extent arising out of or related in LICENSEE's occupancy and use of the Facility or from LICENSEE's breach of this License. It is the specific intent of the parties that the State of Arizona shall, in all instances, except for claims arising from the negligent or willful acts or omissions of the State of Arizona, be

indemnified by LICENSEE from and against any and all claims. It is agreed that LICENSEE will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable, except as to Claims by the State of Arizona against LICENSEE.

4. This License may be amended, changed or modified only by written agreement executed by the parties hereto. This License shall be governed by and construed in accordance with the laws of the State of Arizona. This License represents the entire agreement between the parties respecting the matters contained herein.

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Executed on this ____ day of _____, 2022.

LICENSOR

Department of Emergency and Military Affairs
5636 E. McDowell Road, Phoenix, AZ 85008

By: _____

Name: Major General Kerry L. Muehlenbeck

Title: The Adjutant General

LICENSEE

Pinal County
31 N. Pinal Street, Florence, AZ 85132

By: Jeff Serdy
(Printed name below)

Name: Jeff Serdy, Vice Chairman, Presiding
Jeffery McClure as Chairman

Title: Chairman of the Board

ATTEST:

[Signature]
Clerk of the Board

Approved as to Form

[Signature]
Deputy County Attorney