

# **CITY CLERK ORIGINAL**

C-9704  
02/17/2015

## **LICENSE TO USE SALT RIVER PROJECT PROPERTY**

Subject to the following terms and conditions, **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district, organized and existing under the laws of the State of Arizona (Licensor), hereby gives the undersigned, and **THE CITY OF GLENDALE** (Licensee) hereby accepts a revocable and nonassignable license (License) to enter upon and use property of Licensor at the following location(s) **THE GRAND CANAL BETWEEN 95 Ave & Loop 101** (Licensed Property).

### **TERMS AND CONDITIONS:**

1. Licensee may use the Licensed Property for the following purpose and no other: **To place pedestrian fencing on the south side of the Grand Canal on Bethany Home Road from 95<sup>th</sup> Avenue to Loop 101 from 1-23-2015 thru 2-2-2015 and to have the gates open along the asphalt roadway next to the canal on 1-25-2015 & 2-1-2015 for the SUPER BOWL.**
  - \*\* LICENSEE SHALL COORDINATE ALL WORK WITH DAVE KIEFFER OF SALT RIVER PROJECT.**
  - \*\* Licensee shall not have any vehicles on the Canal Right of Way at any time to include Set up and take down for the event.**
  - \*\*Licensee shall not have any balloons on the canal.**
  - \*\* Licensee shall be responsible for dust control issues.**
  - \*\* Licensee is responsible for all crowd control and safety participants.**
  - \*\* Licensee is aware that there are High Voltage Lines along the canal in this area.**
  - \*\* Licensee shall not impede access to the Licensed Property or any canals and electrical equipment by SRP personnel and service vehicles.**
  - \*\* Licensee shall not cause the introduction of any chemical substance or other pollutant into the waters of the canal.**
2. To the extent not prohibited by law or expressly excepted herein, Licensee, its successors and assigns ("Indemnitors"), shall indemnify, release, and hold harmless Salt River Valley Water Users' Association (Association) and the United States of America ("Indemnitees") and the directors, officers, employees, agents, successors and assigns thereof, against and from any damage, loss or liability caused in whole or in part by Licensee, as a result of any claim, demand, lawsuit or action of any kind, whether such damage or loss is to person or property, arising out of, resulting from or caused by: (a) the acts or omissions of Licensee, its agents, contractors, officers, directors, or employees; (b) Licensee's use or occupancy of the Licensed Property for the purposes contemplated by this License, including but not limited to

claims by third parties who are invited or permitted onto the Licensed Property, either expressly or impliedly, by Licensee or by the nature of Licensee's improvement or other use of the Licensed Property pursuant to this License; (c) Licensee's failure to comply with or fulfill its obligations established by this License or by law. Such obligation to indemnify shall extend to and encompass all costs incurred by Licensor in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. Indemnitors' obligation pursuant to this Section shall not extend to any damage, loss or liability as a result of any claim, demand, lawsuit or action of any kind, whether such damage, loss or liability is to person or property arising out of, resulting from or caused by the sole, exclusive acts or omissions of Indemnitees, their contractors, directors, officers, employees, agents, successors or assigns for which Licensor shall indemnify, release and hold harmless Indemnitors. Licensor's obligation to indemnify Indemnitors shall extend to and encompass all costs incurred by Indemnitors in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. The provisions of this Section shall survive termination of this License.

3. Licensee shall cause no construction or no installation of improvements upon the Licensed Property without prior written approval of Licensor.
4. In the event that Licensee fails to comply with any condition of this License or upon revocation or termination of this license by Licensor, Licensee shall remove at its cost, within ten (10) days after written notice, any improvements or installation placed on the Licensed Property pursuant to this License.
5. In the event Licensee fails to cure any default of performance of this License or to remove its property as specified above, Licensor may remove Licensee's improvements from the Licensed Property and any and all cost and expense incurred by Licensor thereby shall be chargeable to Licensee and payable within ten (10) days after a statement of such expense and cost has been mailed to Licensee at the address designated beneath its signature below. Licensee hereby releases Licensor, the United States of America, and the Salt River Valley Water Users' Association from all claims for damages resulting from such removal.
6. Licensee shall keep in good maintenance and repair the Licensed Property and any improvement and installations situated thereon and shall maintain a neat public appearance for the Licensed Property.
7. Insurance:
  - a. Without limiting any liabilities or any other obligations of Licensee, Licensee shall provide and maintain, and require its contractors and agents to provide and maintain, with forms and insurers acceptable to Licensor, and until all obligations under the License are satisfied, the minimum insurance coverages, as follows:
    - i. Worker's compensation insurance to cover obligations imposed by applicable federal and state statutes and employer's liability insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00).

- ii. Commercial general liability insurance with a minimum combined single limit of Two Million and No/100 Dollars (\$2,000,000.00) each occurrence. The policy shall include coverage for bodily injury liability, property damage liability, personal injury liability, and contractual liability for liability assumed under this License. The policy shall contain a severability of interests provision.
  - iii. Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than Two Million and No/100 Dollars (\$2,000,000.00) each occurrence with respect to Licensee's vehicle, whether owned, hired or non-owned, assigned to or used in the performance of the work.
- b. The policies required by Sections 10(i) and 10(ii) hereof shall be endorsed to include Licensor, members of its governing bodies, its officers, agents and employees as *additional insureds* and shall stipulate that the insurance afforded for Licensor, members of its governing bodies, its officers, agents and employees shall be primary insurance and that any insurance carried by Licensor, members of its governing bodies, its officers, agents or employees shall be excess and not contributory insurance.
  - c. The Licensee shall require its contractors or agents to waive their rights of recovery and require their insurers providing the required coverages to waive all rights of subrogation against Licensor and members of its governing bodies, its officers, agents and employees for matters arising out of this License.
  - d. Prior to commencing activities under this License, Licensee and its contractors shall furnish Licensor with Certificates of Insurance as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Such certificates shall provide that not less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to Licensor addressed as follows:

Supervisor, Property Management, PAB348  
Salt River Project  
P.O. Box 52025  
Phoenix, Arizona 85072-2025

The insurance policies may provide coverages that include deductibles or self-insured retentions. Such deductibles or self-insured retentions must be declared to Licensor. Licensee and its contractors shall be solely responsible for deductibles and/or self-insured retentions, and SRP, at its option, may require Licensee to secure the payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

- 8. Licensee hereby assumes and accepts all liability and responsibility for initiation and completion of response, cleanup, and corrective and remedial action, and the cost thereof, required on the Licensed Property and any other affected premises due to any action taken during use of the Licensed Property that results in release of any hazardous substance within the meaning of the Federal Comprehensive Environmental Response, Compensation and Liability Act - 42 U.S.C. § 9601 *et seq.*, or the Arizona Environmental Quality Act - A.R.S. § 49-101 *et seq.*, as such laws have been or are amended from time to time, or regulated substance within the meaning of Subtitle I of the Federal Resource Conservation and Recovery Act (Underground Storage Tanks) - 42 U.S.C. § 6991 *et seq.*, or the Arizona

Underground Storage Tank Law - A.R.S. § 49-1001 et seq., as such laws have been or are amended from time to time. This Section 8 shall survive termination of this License.

9. This License may be terminated by Licensor at any time upon twenty-four hours notice to Licensee, or in the event of a breach of any provision herein, such termination shall be effective immediately upon notice to Licensee.

10. Licensee shall comply with all requirements of all statutes, acts, ordinances, regulations, codes, and standards of legally constituted authorities with jurisdiction applicable to Licensee's use of the Licensed Property. Licensee shall obtain or cause to be obtained at its expense, all permits, approvals and authorizations required by Licensee's actions pursuant to this License.

11. THIS LICENSE IS NOT TO BE CONSTRUED OR INTERPRETED AS EXCLUSIVE IN ANY WAY, OR AS A "RESERVATION" OF THE LICENSED PROPERTY. THE CANAL BANKS ARE AT ALL TIMES TO REMAIN OPEN FOR PUBLIC RECREATIONAL AND OTHER AUTHORIZED USES. LICENSEE SHALL TAKE NO ACTION OR CONDUCT ITS ACTIVITIES IN A MANNER WHICH OBSTRUCTS OR IMPEDES THESE OTHER USES OF THE CANAL BANK.

**LICENSOR:**

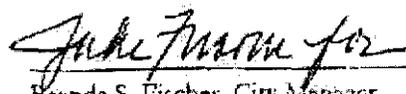
**SALT RIVER PROJECT AGRICULTURAL  
IMPROVEMENT AND POWER DISTRICT**

  
\_\_\_\_\_  
LAND DEPARTMENT

Date: 1/26/15

**LICENSEE:**

**CITY OF GLENDALE,**  
an Arizona municipal corporation

  
\_\_\_\_\_  
Brenda S. Fischer, City Manager

Date: 1/26/15

PM - 051310

License, To Use SRP Property

Underground Storage Tank Law - A.R.S. § 49-1001 et seq., as such laws have been or are amended from time to time. This Section 8 shall survive termination of this License.

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11. THIS LICENSE IS NOT TO BE CONSTRUED OR INTERPRETED AS EXCLUSIVE IN ANY WAY, OR AS A "RESERVATION" OF THE LICENSED PROPERTY. THE CANAL BANKS ARE AT ALL TIMES TO REMAIN OPEN FOR PUBLIC RECREATIONAL AND OTHER AUTHORIZED USES. LICENSEE SHALL TAKE NO ACTION OR CONDUCT ITS ACTIVITIES IN A MANNER WHICH OBSTRUCTS OR IMPEDES THESE OTHER USES OF THE CANAL BANK.

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**SALT RIVER PROJECT AGRICULTURAL  
IMPROVEMENT AND POWER DISTRICT**

\_\_\_\_\_  
LAND DEPARTMENT

Date: \_\_\_\_\_

**LICENSEE:**

**CITY OF GLENDALE,**  
an Arizona municipal corporation

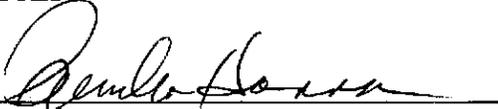
*Brenda S. Fischer for*  
\_\_\_\_\_  
Brenda S. Fischer, City Manager

Date: 1/26/15

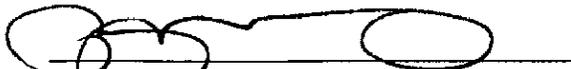
*Executed in counterparts  
electronically (jms)  
see next items.*

PM - 051310  
License, To Use SRP Property

ATTEST:

  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

  
Michael D. Bailey, City Attorney