



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 10/04/2022

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

Gila Local Exchange Carrier, Inc, dba Alluvion Communications ("Licensee").

***Project Title/Description:**

Pima County Nonexclusive Right-of-Way Use License for Fiber Optic Communications Facilities for Gila Local Exchange Carrier, Inc.

***Purpose:**

Master License Agreement that establishes terms and conditions under which Alluvion Communications may install, operate and maintain fiber optic communications facilities in Pima County owned Right of Way. The License is for a term of five (5) years. (LIC-0342)

***Procurement Method:**

Exempt per Pima County Code Section 11.04.020

***Program Goals/Predicted Outcomes:**

To stipulate the terms and conditions for the use of Pima County Right of Way for a fiber optic communications system.

***Public Benefit:**

Licensee will provide high quality communications facilities and service to its customers in Pima County

***Metrics Available to Measure Performance:**

Alluvion Communications will pay fees and rates as stipulated in the License Agreement.

***Retroactive:**

No

TO: COB 9/19/22 (1)

Vers: 1

Pgs: 14

SEP19'22AM1159PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: CTN Department Code: RPS Contract Number (i.e., 15-123): 23*0044
Commencement Date: 10/4/2022 Termination Date: 10/3/2027 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ ☒ Revenue Amount: \$ 3,000.00

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense ☒ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☒ No If Yes \$ _____

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☒ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:** _____

*Match funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☒ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Tim Murphy

Department: Real Property Services

Telephone: 721-6379

Department Director Signature: _____

Date: 9/16/2022

Deputy County Administrator Signature: _____

Date: 9/16/2022

County Administrator Signature: _____

Date: 9/16/2022



PIMA COUNTY

**NONEXCLUSIVE RIGHT-OF-WAY USE LICENSE
FOR A FIBER OPTIC COMMUNICATIONS SYSTEM
FOR
GILA LOCAL EXCHANGE CARRIER, INC.**

Pursuant to Arizona Revised Statutes ("A.R.S.") § 9-583, Pima County, a political subdivision of the State of Arizona ("County"), hereby grants Gila Local Exchange Carrier, Inc., a company formed under the laws of the Gila River Indian Community, Arizona, dba: Alluvion Communications, ("Licensee"), the right and privilege of constructing, installing, maintaining, or operating a communications system in the public right-of-way within Pima County and outside the confines of any incorporated city or town.

NOW, THEREFORE, County hereby grants Licensee this License subject to the following:

Section 1: Grant of License.

County hereby grants Licensee a license, on a non-exclusive basis, to encroach upon certain portions of the public right-of-way within Pima County, lying outside the confines of any incorporated city or town to construct, install, maintain and operate communications facilities in such public right-of-way. The "Project Area" is 18,510 linear feet of underground fiber optic line as identified in the attached Exhibit A. Licensee will pay County the amounts required under Section 3, Application Fee and Per Linear Foot Fees. "Right-of-Way" includes public streets, roads, and alleys. Licensee will disclose to Pima County all persons with whom it contracts to use its facilities in the right-of-way for telecommunication purposes.

Section 2: Initial Term, Renewal, and Termination.

This License is granted for a term of five years, effective upon approval by the Pima County Board of Supervisors.

This License is renewable upon the mutual agreement of the parties and in accordance with applicable law.

If Licensee is in default of any provision of this License and has not cured said default within 60 days after written notice thereof by County, County may terminate this License; provided, however, that if the nature of the default is such that it cannot reasonably be cured within said 60-day period, Licensee will not be deemed in default if, within that 60-day period, it commences such cure and thereafter diligently prosecutes the same to completion. Written notice of default under this Section will be executed by the Pima County Telecom Contracts Administrator and served upon Licensee as provided in Section 25, below. Upon termination of this License, Licensee must remove any facilities or equipment from the public right-of-way, at no expense to County and to the satisfaction of County, within 90 days. Licensee will restore the right-of-way as close as possible to its pre-existing condition or as may be agreed upon mutually.

Section 3: Application Fee and Per Linear Foot Fees.

Pursuant to A.R.S. § 9-582(A)(2), Licensee will pay County an application fee in the amount of \$3,000.00.

Payment must be made by check payable to Pima County Treasurer and mailed to:

Pima County Real Property Services
201 N. Stone Avenue, 6th Floor
Tucson, AZ 85701.

Licensee represents and warrants that all facilities licensed by this License are for the sole purpose of providing intra-state communications services not subject to recurring per linear foot fees allowed by A.R.S. § 9-583(C). Should Licensee install, maintain or acquire interstate telecommunications facilities that qualify for the linear foot fees, lease its dark fiber or conduit, or engage in any use of its facilities not exempt from per linear foot fees, Licensee must immediately notify County, in writing, of the number of linear feet and its location, so that the per linear foot charge may be calculated. Provided the linear foot fees comply with applicable law, Licensee hereby consents to the addition of such fees to this license, which must be paid annually to the address designated above, and will be subject to annual increases through the term of this License and any renewals, in an amount equivalent to the Consumer Price Index (as published by the United States Department of Labor, Bureau of Labor Statistics) for each Linear Foot of fiber optic cable now or hereafter installed in the public Right-of-way described herein.

If payment is not received within 30 days of the due date, Licensee must pay interest (simple interest, not compounded) on the past due license fee amount or any other sum due under this license, at the rate of ten percent per annum as allowed by A.R.S. § 44-1201. Interest will be calculated from the date due until paid.

Section 4: Insurance.

Licensee must carry adequate insurance to protect the parties hereto and County against any and all claims, demands, actions, judgments, costs, expenses, and liabilities that may arise out of or result, directly or indirectly, from Licensee's use of the Site, except such liability as may arise solely from the negligence of County. The minimum amounts of such insurance will be, as against liability arising from damage to property, one million dollars (\$1,000,000) as to any one occurrence, and, as against liability arising from injury to or death of persons, two million dollars (\$2,000,000) as to any one person, and two million dollars (\$2,000,000) as to any one occurrence. Automobile liability coverage for owned, non-owned, and hired vehicles must be provided with limits in the amount of \$1,000,000 combined single limit, or \$1,000,000 bodily injury / \$100,000 property damage. Licensee also must carry such insurance as will protect it from all claims under any workmen's compensation laws that are in effect and may be applicable to Licensee. All insurance required hereunder must remain in force for the entire term of this License. County may adjust its minimum insurance requirements hereunder at any time.

Licensee must carry all-risk replacement value insurance under Commercial Property or EDP coverage for Licensee's on-site property. The insurance policies must include a Waiver of Subrogation in favor of County. Licensee must provide County with current certificate of insurance evidencing that such insurance is in full force and effect and is non-cancelable without at least 30 days' written notice to County. The certificate of insurance as required herein must be presented to County within 10 days of the effective date of this License and on each anniversary date thereof during the term of this License, including any renewals and any holding-over thereafter. A mixture of self-insurance, primary and excess insurance is acceptable to County to comply with these requirements.

Licensee must, during the term of this License, including any renewals and any holding-over thereafter, provide County with current certificates of insurance evidencing that such insurance is in full force and effect, names County as an additional insured, and is non-cancelable without at least 30 days' written notice to County. The certificates of insurance as required herein must be presented to County within 10 days of the effective date of this License and on each anniversary date thereof during the term of this License, including any renewals and any holding-over thereafter. Licensee's insurance must be primary insurance and non-contributory with respect to all other available sources.

All certificates of insurance to be provided to County must bear County's Contract Number and Site Location and be addressed to:

Pima County Telecom Contracts Administrator
201 N. Stone Avenue, 6th Floor
Tucson, AZ 85701-1255

Section 5: Regulation of the Public Right-of-way.

All rights hereunder are granted under the express condition that County retains the power at any time to impose restrictions and limitations upon, and to make regulations as to,

Licensee's use of the public right-of-way as may be deemed best for the public interest, safety, or welfare to the same extent that such restrictions and limitations are applied to all non-governmental users of the public right-of-way. Prior to beginning any activity in the public right-of-way, Licensee must obtain all required permits from County and any other applicable jurisdiction for such activity.

Section 6: Superior Rights.

The rights of County in and to the use of the public right-of-way within the unincorporated areas of Pima County are and forever will be paramount and superior to the rights of Licensee.

Section 7: Alteration of the Public Right-of-way.

Nothing in this License will be construed to prevent County from abandoning, altering, improving, repairing, or maintaining its facilities or the public right-of-way, and for that purpose to require Licensee, at Licensee's expense, to remove, relocate, or abandon in place Licensee's facilities or equipment in order to accommodate the activities of County. County will not be liable for lost revenues sustained by Licensee because of damage, modification, alteration, or destruction of its facilities or equipment in the public right-of-way.

Upon the termination of this License for any reason, or in the event that the partial or total removal of Licensee's facilities or equipment becomes necessary for any reason, Licensee must remove its facilities or equipment promptly and at its own cost. In such event, Licensee will not seek compensation or financial reimbursement for costs associated with the removal or relocation of the facilities or equipment.

In the event that the facilities or equipment are not promptly removed by Licensee, County will have the right to remove the facilities or equipment. To secure its obligation herewith, Licensee must provide a performance bond in the amount of \$5,000.00. County will be entitled to the bond proceeds in the event Licensee fails to remove the facilities or equipment promptly upon reasonable notice, and County thereafter removes the facilities or equipment. This bond will be maintained throughout the term of this License. If evidence of a renewal of the bond is not provided to County 30 days prior to the bond's expiration, this License will terminate automatically and the bond will become payable. This License will become null and void if the bond lapses.

Section 8: Non-Exclusive Use.

Nothing in this License will be construed to grant Licensee an exclusive right to use the public right-of-way. Licensee's facilities and equipment must be erected, adjusted, installed, replaced, removed, relocated, and maintained in a manner that will not interfere with the reasonable use of the public right-of-way by the public, by County, or by any other franchisee or licensee of County. Moreover, County expressly reserves the right to grant, at any time, similar franchises, licenses, and privileges as those granted by this License to other persons, firms, or corporations.

Licensee's facilities and equipment must be removed, relocated, or abandoned in place by Licensee if County determines that they impact, restrict, obstruct, or hinder County's operation or location of County facilities, or County's or the public's existing or future use of the public right-of-way.

The placement, installation, or maintenance of Licensee's facilities or equipment in the public right-of-way will not create or establish a vested interest or estate in the public right-of-way on behalf of Licensee, and Licensee will have no right of entry upon the public right-of-way upon the termination or revocation of this License.

Section 9: Relocation.

Licensee will be solely responsible for the design, adjustment, removal, relocation, or replacement, temporarily or permanently, of any facility or equipment of Licensee's that impacts, conflicts, or interferes with County's use of the public right-of-way, or with County's improvement, relocation, maintenance, or adjustment of any facilities or equipment located in the public right-of-way. The cost of designing, adjusting, removing, relocating, or replacing Licensee's facilities will be Licensee's sole responsibility, unless Licensee has established prior rights with County for the facilities to be affected.

Any adjustment, removal, replacement, or relocation of Licensee's facilities or equipment by Licensee must be in accordance with an activity schedule determined by County and provided to Licensee within a reasonable period of time prior to the scheduled start date of any such activity. If the schedule is unacceptable to Licensee, Licensee may appeal the schedule to the Pima County Board of Supervisors. If Licensee's facilities or equipment are not adjusted, removed, replaced, or relocated within the time period allotted by County's activity schedule, County may, at its discretion, adjust, remove, or relocate Licensee's facilities or equipment, and Licensee hereby agrees to be liable for all costs incurred by County in so doing, including overhead, maintenance costs, and an administrative surcharge in the amount of fifteen percent of the total cost attributed to such adjustment, removal, or relocation of Licensee's facilities or equipment. In the event County incurs such costs, County will submit a bill to Licensee for the incurred costs, and Licensee must pay County the invoiced amount within 90 calendar days of receipt of the invoice. If the invoice is not paid by Licensee in a timely manner, all rights granted to Licensee under this License will be suspended, and no permits will be issued to Licensee for any work within the public right-of-way until the invoiced costs are paid in full.

The work required by Licensee to design, construct, reconstruct, pothole for design, adjust, relocate, replace, or repair its facilities or equipment will be Licensee's sole responsibility. The cost of any delays to County projects caused by Licensee's failure to complete its work in accordance with County's activity schedule will be Licensee's sole responsibility. In the event County incurs such costs, County will submit a bill to Licensee for the incurred costs, and Licensee must pay County the invoiced amount within 90 calendar days of receipt of the invoice. If the invoice is not paid by Licensee in a timely manner, all rights granted to Licensee under this License will be suspended, and no permits will be issued to Licensee for any work within the public right-of-way until the invoiced costs are paid in full.

Section 10: Scenic Routes.

The placement or installation by Licensee of facilities or equipment within any portion of the public right-of-way that has been designated by the Pima County Board of Supervisors as a scenic route must be constructed in accordance with County's scenic routes ordinance.

Section 11: Location of Facilities.

As a condition of this License, Licensee hereby agrees to have and maintain precise, up-to-date maps of any of its facilities or equipment located in the public right-of-way, and to make this information available to County within 15 calendar days of receiving a written request from County. Beginning on the effective date of this License, Licensee must maintain precise and verifiable horizontal and vertical location information, tied to an accepted County datum, and must provide such information to County within 15 calendar days of receiving written notice from County. Licensee further agrees to provide surface-location marking of any of Licensee's facilities or equipment that are located underground within any public right-of-way within two working days of a request from County. In the event Licensee is unable to provide this location information to County within the allotted time frame, County may, at its discretion, locate Licensee's facilities or equipment, and Licensee will be liable for the costs incurred in so doing.

Section 12: Work in the Public Right-of-way.

A. Damage to other facilities.

In the construction, adjustment, removal, relocation, repair, operation, and maintenance of its facilities and equipment, Licensee will avoid causing or permitting any damage, disturbance, or unnecessary modification or alteration to County facilities, including pavement, or to the facilities or equipment of others, located in the public right-of-way. If Licensee causes or permits any such damage, disturbance, or unnecessary alteration or modification, Licensee, at its sole expense and in a manner approved by County Engineer, must restore the damaged, disturbed, altered, or modified facilities or equipment to the condition in which they existed before being so damaged, disturbed, altered, or modified, and also will be liable to the owner of such facilities or equipment for any other losses or expenses that may accrue as a result of the damage, disturbance, alteration, or modification. The restoration of such facilities or equipment will be initiated promptly and completed expeditiously by Licensee, who will give priority to such restoration over all of Licensee's non-emergency activities.

B. Damage to vegetation.

In the construction, adjustment, removal, relocation, repair, operation, and maintenance of its facilities and equipment, Licensee must use all necessary care to avoid damaging or disturbing existing vegetation in the public right-of-way. If Licensee causes or permits any such damage or disturbance, Licensee will revegetate the right-of-way at its sole expense and in accordance with all County regulations then in effect.

C. Adjacent properties.

Licensee must provide prior written notice to the owners or other persons having lawful control of adjoining property of any activity by Licensee that may interfere with access to or the use of said adjoining property. Licensee will maintain access to any adjoining property during all construction activities or other operations, except to the extent that this requirement of maintaining access is waived in writing by the owner or other person having lawful control of such adjoining property. If an emergency requires activity without such written notice, Licensee will use its best efforts to provide timely actual notice to the owners or other persons having lawful control of the adjoining property.

D. County Access to Property and Facilities.

In the interest of public safety, County will retain first priority to access and maintain any County property (including but not limited to roadways, drainage structures, traffic-control devices, and supporting structures). Licensee will not interfere in any way with County employees or equipment needing access to any County property, whether or not facilities or equipment of Licensee is located on such property. In such an event that County property and property of Licensee are co-located and both require maintenance (for example, weather-related damage), County will have access priority. In the event that any activity by Licensee impacts the operation of County traffic-control signals or devices, Licensee will provide temporary traffic control until such time as the signals or devices resume normal operation.

Section 13: Design and Location of Facilities and Equipment.

A. Damage or injury.

Licensee must use reasonable care at all times to avoid damage or injury to persons or property during the construction, adjustment, removal, relocation, repair, operation, or maintenance of Licensee's facilities or equipment.

B. County guidelines for location and construction of facilities.

The location and construction of Licensee's facilities or equipment in the public right-of-way must conform to County standards and guidelines then in effect, and as may be directed by County in order not to interfere with any planned future use of the public right-of-way by County.

C. Interference with other uses.

Licensee's facilities and equipment must be located in a manner designed to cause the least amount of interference with the public's existing or future use of roads, streets,

alleys, and other public rights of way, and in such a way as will minimize interference with the rights and convenience of owners and users of adjacent property.

D. Removal of facilities in the public interest.

County may require Licensee, at Licensee's sole expense, to remove or relocate any of Licensee's facilities or equipment that present potential hazards to the public, that interfere with the public's use of the public right-of-way, or are determined by County to be aesthetically undesirable.

E. Notice to adjacent property; Evaluation of options.

Licensee will be responsible for notifying the owners or other persons having lawful control of adjoining property in writing about permanent or temporary above- or below-ground facilities to be constructed in the public right-of-way. Licensee will make every reasonable effort to resolve the concerns of owners or other persons having lawful control of adjoining property regarding the construction of Licensee's facilities. Should County determine that Licensee has failed to reasonably evaluate all options available to alleviate such concerns, County may require Licensee to relocate its facilities at Licensee's sole expense.

Section 14: Construction Safety.

Licensee will be responsible for the cost of excavating in a "careful and prudent manner" any of Licensee's underground facilities on all County construction projects occurring within the public right-of-way pursuant to A.R.S. §§ 40-360.21 and 40-360.22 (A).

Any opening or obstruction in the public right-of-way caused by Licensee during the course of Licensee's activities in the public right-of-way will be guarded and protected at all times by safety barriers erected by Licensee that must be clearly designated by warning lights during periods of dusk and darkness. Any work performed by Licensee in or adjacent to a public roadway open for travel must be properly signed and marked by Licensee with warning and directional devices in accordance with all applicable state and local traffic regulations and in accordance with the Arizona Department of Transportation's Traffic Control Manual for Highway Construction and Maintenance.

Section 15: Drainage.

During construction or excavation in the public right-of-way, Licensee will provide proper drainage so that the public right-of-way will be free from standing surface water and adequately drained so as not to cause flood or erosion damage to any County facilities or to surrounding property. Licensee may be required at the request of County to submit drainage engineering data and design plans to County for review and approval prior to the issuance of any right-of-way-use permit by County.

Section 16: Issuance of Permit not County Approval of Violation of Other Law.

County's review, approval, or acceptance of plans or specifications, or issuance of a permit for the installation, construction, or location of a facility or equipment by Licensee will not be construed to be an authorization for or approval of a violation of any federal, state, or local law or regulation, or of any industry standard, pertaining to the location or construction of a utility facility in the public right-of-way. No permit or approval presuming to give such authority will be valid or otherwise relieve Licensee of its obligations under this License regarding the location and construction of facilities.

Section 17: County Inspection.

County, if it deems necessary, has the right to inspect any work done by Licensee in the public right-of-way to ensure proper performance of the terms of this License and conformance with any applicable federal, state, or local laws, ordinances, and regulations. County may require Licensee to pay a reasonable and uniform fee to cover the actual costs of inspections performed by County or its contractor under this provision. County may, at its discretion, pothole Licensee's facilities to verify conformance with the provisions of this License, and Licensee will be liable for the cost of such potholing, along with an administrative surcharge in the amount of fifteen percent of the total cost of the potholing should Licensee's facilities be found to be out of conformance. Licensee will be responsible for taking corrective action to bring "as-built" data into conformance with verified facilities.

Section 18: Abandonment of Facilities.

Abandonment in place by Licensee of any of its facilities or equipment located within the public right-of-way may only occur with written approval from County.

Section 19: Liability and Indemnity.

Licensee acknowledges its sole liability for any of its facilities or equipment installed in the public right-of-way, and for any activities Licensee performs within the public right-of-way. Licensee agrees to indemnify, hold harmless, and defend County and its officials, agents, servants, and employees against any and all claims for injuries to persons or damage to property, whether intentional, negligent, or otherwise, arising out of Licensee's work in the public right-of-way, or due to the existence of Licensee's facilities or equipment in the public right-of-way, or in any way related to Licensee's exercise of its rights under this License, provided, however, Licensee shall not indemnify the County for the negligence or willful acts or omissions of the County, its officials, agents, servants and employee. Neither the issuance of a County permit for installation or location of a facility or equipment, nor County approval of the activity, installation, or location, nor the failure of County to direct Licensee to take any precautions or make any changes or to refrain from doing anything will excuse Licensee of its responsibilities hereunder to County or others in the case of any injury to persons or damage to property.

If County is sued in any court by any person, firm, association, or corporation to recover damages for injuries to person or property on account of the installation, repairing, operation, or

maintenance of Licensee's facilities or equipment, Licensee will defend all such suits and pay any resulting judgments, and will, at the option of County, be made a party to any such court proceeding.

Section 20: County Participation in Legal Actions.

County will have the right at all times to take part in any suit or action instituted by or against Licensee in which any judgment or decree can be rendered or foreclosing any lien on any of Licensee's property situated within the public right-of-way, or 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, and also to take such steps as County may deem essential to protect the interests of County or the public.

County will have the right to intervene in any suit, action, or proceeding by any person or persons, firm, or corporation 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 of any regulation, notice, or direction of County in such connection, or which involves or might involve the constitutionality, validity, or enforcement of this License, and County may move for dissolution of any such injunction or restraining order, or take any other appropriate step in any such suit, action, or proceeding that it may deem necessary or advisable in order to protect its interests.

Section 21: Compliance with License Conditions; Ordinances.

Licensee agrees to conform to, abide by, and perform all of the conditions, provisions, requirements, and limitations in this License. Licensee will be subject to all County ordinances now in force or hereafter adopted, including all ordinances relating to the use of the public right-of-way by utilities.

Section 22: Assignment.

Licensee hereby agrees that it will not sell, assign, or transfer this License or any of Licensee's facilities or equipment in the public right-of-way, nor lease the total capacity of its network to another entity without the prior written approval of the Pima County Board of Supervisors, which approval may not be unreasonably withheld, conditioned, or delayed.

This prohibition will not apply in the case of a sale, assignment, transfer, or lease by Licensee to an affiliated interest, nor will it apply to assignments made or security interests granted in order to secure financing. Licensee must, however, provide at least 30 days' advance notice of any such affiliate transfer, assignment, lease or sale. County will have discretion to review the financial, technical, and operational qualifications of any entity acquiring this License or any of Licensee's facilities or equipment in the public right-of-way.

Section 23: Conflict of Interest.

This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this License by reference.

Section 24: Non-Discrimination

Licensee agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this License, **including flow down of all provisions and requirements to any subcontractors.** Executive Order 2009-09 may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf. During the performance of this License, Licensee will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

Section 25: Contact Information.

All notices or contacts concerning this License must be provided in writing to:

Pima County: Pima County Real Property
 Attn: Telecom Contract Administrator
 201 N. Stone Avenue, 6th Floor
 Tucson, AZ 85701-1215
 Phone: 520-724-6313

With payment to: Pima County Revenue Management
 130 W Congress
 Mail Stop: DT-BAB6-404
 Tucson, AZ 85701

Licensee: Alluvion Communications
 Attn: Duncan Wiston, General Manager
 Dwiston@alluvion.net

Any change in any of County or Licensee's contact information above must be provided to Licensee or County, respectively, in writing.

Section 26: Public Records.

Disclosure. Pursuant to A.R.S. § 39-121 *et seq.*, all documents submitted to County related to this License, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Licensee reasonably believes that some of the documents submitted to County contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Licensee of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Licensee has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Section 27: Amendment.

The parties may modify, amend, alter or extend this License only by a written amendment signed by the parties.

Section 28: Entire Agreement.

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have affixed their signatures to this License Renewal on the dates written below.

PIMA COUNTY:

Chair, Board of Supervisors

Date

ATTEST:

Clerk of the Board of Supervisors

Date

APPROVED AS TO CONTENT:

Mark C. Hayes
Pima County Chief Information Officer

9/6/2022
Date

APPROVED AS TO FORM:

Latoya (D)
Pima County Deputy Attorney

August 11, 2022
Date

LICENSEE:

Duncan Wiston

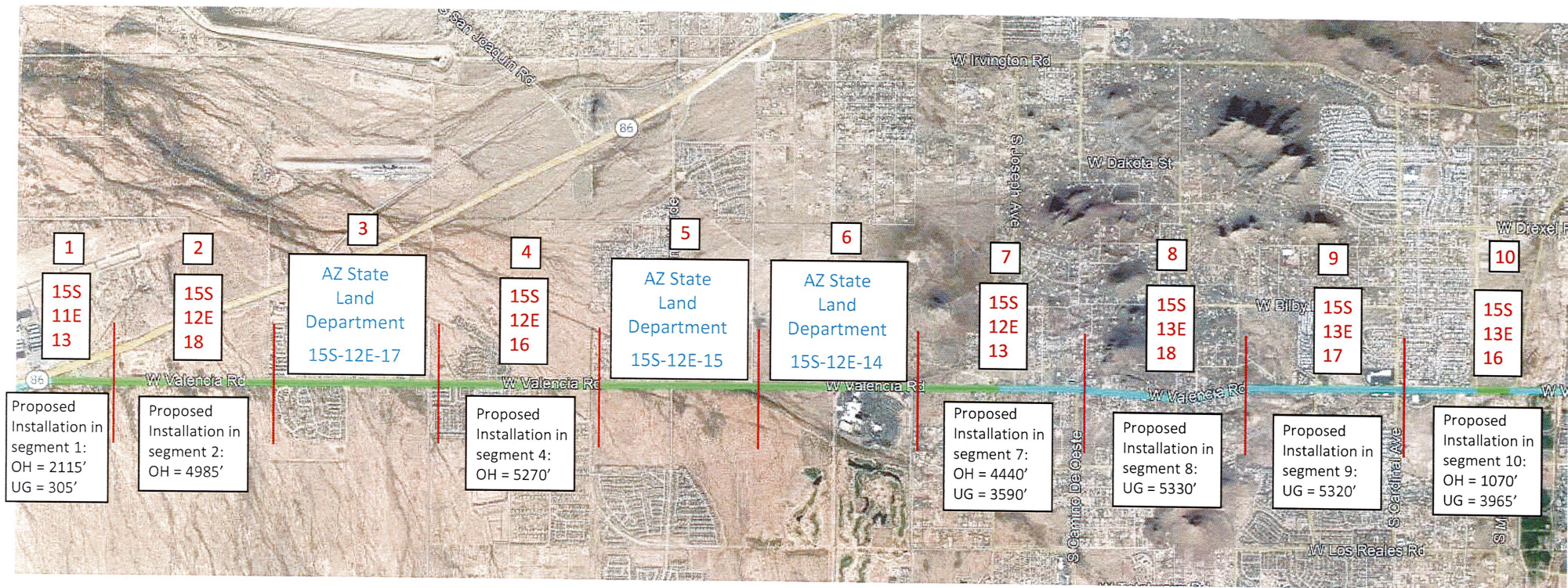
Authorized Agent
Alluvion Communications

Duncan Wiston Interim General Manager
Name and Title (Please Print)

09-06-2022
Date

Exhibit "A"

Location Map – Pima County for Alluvion installation



Line shown represents the proposed Alluvion installation cable path within the Pima Co. ROW. The map above shows the townships, ranges, and sections for the segments within Pima Co. Green is for the aerial segments and blue is for the underground (boring) locations. All underground segments proposed to be installed within the existing Pima Co. ROW. All aerial segments will be attached to existing Trico utility poles. Agreement with Trico to attach is underway. Approval to install within AZ State Land ROW is underway.

