

COB - BOSAIR FORM

07/15/2026 10:36 AM (MST)

Submitted by Michelle.Simon@pima.gov



BOARD OF SUPERVISORS AGENDA ITEM REPORT (BOSAIR)

All fields are required. Enter N/A if not applicable. For number fields, enter 0 if not applicable.

Record Number: CT ODI CT2600000067

Award Type:	Contract
BOSAIR Activity:	Board Meeting Request
Requested Board Meeting Date:	08/11/2026
Supplier / Customer / Grantor / Subrecipient:	Bicentel, LLC
Project Title / Description:	Pima County Nonexclusive Right-of-Way License for a Fiber Optic Communications System for Bicentel, LLC
Purpose:	The License will grant Bicentel, LLC the right to construct, install, maintain and operate a fiber optic communications system in the public Right-of-Way ("ROW") within Pima County, and outside the confines of any incorporated city or town. Pursuant to A.R.S. § 9-583, Licensee will pay an application fee of \$3,000 and an annual Fiber License Fee of \$2.15 per linear foot, adjusted for CPI, during the term of the agreement for all qualifying facilities installed. Total revenue will increase as permits are issued. (Lic-0392)
Procurement Method:	Misc. Contracts: This Contract is a non Procurement contract and not subject to Procurement rules.
Procurement Method Additional Info:	N/A
Program Goals/Predicted Outcomes:	Bicentel, LLC will be allowed to apply for permits required for the construction, installation, operation, maintenance and repair of fiber optic facilities within Pima County ROW. Licensee will install those facilities to connect customers and provide telecommunications and information services.
Public Benefit and Impact:	Customers throughout Pima County will have access to fiber optic communications systems.
Strategic Plan Pillar	Quality of Life
Support of Prosperity Initiative:	9. Expand Broadband Services and Address Barriers to Digital Inclusion
Provide information that explains how this activity supports the selected Prosperity Initiatives	The services provided by Bicentel, LLC will expand broadband services to underserved communities throughout Pima County, reducing barriers to accessibility and improving opportunities for improved social, economic, and civic participation for constituents.

Metrics Available to Measure Performance:

Payment of annual fiber license fee, permits issued for build out of fiber optic telecommunications facilities, as-built drawings/maps of all facilities located in Pima County ROW.

Retroactive:

NO

Contract / Award Information

Record Number: CT ODI CT2600000067

Document Type:

CT

Department Code:

ODI

Contract Number:

CT2600000067

Commencement Date:

08/11/2026

Termination Date:

06/30/2031

Customer Headquarters Location

Bicentel, LLC825 Town & Country Ln. 12th FloorHouston, TX 77024

* Headquarters information is not a consideration for awards

Total Expense Amount:

\$0.00

Total Revenue Amount:

\$3,000.00

Funding Source Name(s) Required:

N/A

Funding from General Fund?	NO
Contract is fully or partially funded with Federal Funds?	NO
Contract is fully or partially funded with Non-Federal Grant Funds?	NO
Were insurance or indemnity clauses modified?	YES
Vendor is using a Social Security Number?	NO

Department:

Office of Digital Inclusion

Name:

Michelle Simon

Telephone:

5207247694

Add Procurement Department Signatures

No

Add GMI Department Signatures

No

Department Director Signature:  Date: 7/15/2026 | 10:55 AM MST

Deputy County Administrator Signature:  Date: 7/15/2026 | 12:36 PM MST

County Administrator Signature:  Date: 7/15/2026 | 12:54 PM MST



Modification to Insurance or Indemnity Clause

Date: 6/24/2026

Requestor Name: Michelle Simon

Department: Office of Digital Inclusion



Change to Insurance



Change to Indemnity

Supplier Name: Bicentel, LLC

Contract No: CT2600000067

Project Title/Description:

Pima County Nonexclusive Right-of-Way License for a Fiber Optic Communications System for Bicentel, LLC.

Requested Change:

Review and approval of changes to Section 8 including changes to the Commercial Automobile Liability Insurance of the Bicentel contract.



Approved



Denied

Risk Management:

A handwritten signature in blue ink, appearing to read "M. Simon", written over the "Risk Management:" label.

Comments:

**NONEXCLUSIVE RIGHT-OF-WAY USE LICENSE
FOR A FIBER OPTIC COMMUNICATIONS SYSTEM
FOR
Bicentel, LLC**

THIS RIGHT OF WAY USE AND LICENSING AGREEMENT (“Agreement”) effective as of _____, 2026, by and between **PIMA COUNTY, ARIZONA**, a political subdivision of the state of Arizona, (hereinafter referred to as the “County”) and **Bicentel, LLC**, a communications provider organized as a limited liability company in the state of Florida (hereinafter referred to as the “Service Provider”).

WHEREAS, the County has and reserves the right to exercise control over the highways, streets, alleys, public places, and other rights-of-way (“ROW”) and to require County’s consent before a Service Provider using such rights-of-way; and

WHEREAS, the Service Provider provides communications services inclusive of telecommunications and information services as defined herein;

WHEREAS, the Service Provider has applied to the County for permission to use the right-of-way to construct, install, operate, maintain and repair fiber optic facilities to connect customers to provide telecommunications and information services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound thereby, the County and Service Provider enter into this Agreement as follows:

SECTION 1. DEFINITIONS

Application Fee means the fee paid by Service Provider to County for administrative costs prior to the issuance of the Fiber License.

Facilities means all or any part of a network of fiber optic cables and all related property, including but not limited to, conduit, carrier pipe, dark fiber, fiber optic cables, poles, hand holes, manholes, repeaters, power sources, and other attachments and appurtenances necessary for the fiber-based communications system and located within the County’s rights of way.

Fiber License means the license issued by the County prior to the construction covered by the ROW Use Permit.

Fiber License Fee means the annual fee paid by Service Provider to County for use of the County's ROW for the construction, maintenance, repair, operation or acquisition of a Fiber Optic Network, a dark fiber network or empty conduit that fiber could later be pulled, calculated on a linear foot basis pursuant to Section 7(b)(2) of this Agreement, including any escalation amount calculated pursuant to Section 7(b)(2)(a).

Fiber Optic Network means the Service Provider's communication system that uses optical fibers to transmit telecommunications or information services at high speeds utilizing pulses of light.

Holdover Term means the period of not more than 60 days following the expiration of the Agreement and Amendment(s) during which time the Service Provider and County are negotiating terms and conditions for a new agreement.

ROW Use Permit means the official authorization required for the Service Provider to perform work within the ROW for the construction, installation and maintenance of a specific location of Service Provider's Facilities. The ROW Use Permit will be subject to all applicable fees for the specific location and other terms and conditions in accordance with the County and other applicable law and regulations as the County determines and that may be revised from time to time. A ROW Use Permit is needed for any construction or improvements within the County's ROW.

SECTION 2. GRANT OF NON-EXCLUSIVE USE RIGHT TO USE COUNTY ROW

(a) County hereby grants Service Provider the non-exclusive right to construct, maintain and operate in, over, under, across and through the public rights-of-way of the County, a Fiber Optic Network for the purpose of offering communications services within the County ("Fiber License"). The duration of the Fiber License granted pursuant to this Agreement shall be for a period of five (5) years from the date hereof. The Fiber License shall be renewed by the Service Provider during the period not less than sixty (60) days nor more than one hundred twenty (120) days before the end of the then current Fiber License term. Service Provider shall provide a written application for renewal of its Fiber License at the notice address provided in this Agreement as may be modified from time to time. County shall, in the exercise of its sole but commercially reasonable judgment, decide whether to allow for renewal based on the following

factors: (1) whether Service Provider is, at the time of such renewal application, in compliance with the terms and conditions of this Agreement and applicable laws governing the County's right of ways; (2) whether Service Provider has, over the term of this Agreement, defaulted on any provision hereof; (3) whether this Agreement is, in form and substance, consistent with then-current best practices for agreements of this nature according to the County's determination of industry standards; and (4) whether the financial terms of this Agreement are adequate to protect the taxpayers of Pima County regarding the issuance of fiber licenses in general. If, based on a determination by the County that a renewal of the Fiber License is beneficial to the County, County shall provide a renewal and amendment reflecting the County's requirements for renewal based on subpart 3, above. Either party may terminate this Agreement without cause by providing written notice not less than 90 days prior to the end of the applicable term. The Service Provider's Fiber License permits Service Provider to utilize the County's ROW for the purpose of providing communications services which encompasses both telecommunications and information services over Service Provider's Facilities. Service Provider shall not operate a cable system as defined in the Cable Communications Policy Act of 1984 (47 U.S.C. §521 et seq., as amended) without first having obtained a separate cable license from the County. Service Provider shall not operate as a provider of wireless services without first having obtained any required authorization from the Federal Communications Commission ("FCC") and any requisite permits from the County for the location of towers, radios, or other equipment associated with wireless services on County property without obtaining required zoning permits or related special use permits.

(b) This Agreement conveys only limited rights and interests as to those ROW in which the County has an actual interest. This Agreement is not a warranty of title or interest, nor does it

provide the Service Provider with any representation to any location of a County ROW or the nature of the County's interest in any ROW. No right to install any facility, infrastructure, wires, lines, cables, or other equipment on any County property other than a ROW, or upon private property without the owner's consent, or upon any County, public, or privately owned utility poles or conduits is granted herein. Service Provider shall adhere to the law as it relates to prescriptive rights for a roadway as the County has certain roadways maintained only through those prescriptions.

SECTION 3. LICENSE TERMS

The Fiber License issued to Service Provider pursuant to this Agreement is for the purposes hereinabove expressed and grants Service Provider the right to construct, operate, lease, and maintain Service Provider's Facilities and to make any and all necessary excavations therefore, in, over, under, across and through all or any of the portions of the streets, avenues, or public ways of the County and to utilize, with permission of the affected utility companies, their facilities within public ROW, as necessary for the purpose of operating a Fiber Optic Network. Service Provider shall utilize best efforts to cause the least interference with the public use of said streets, avenues and public ways; and Service Provider shall be subject to and shall comply with all laws and ordinances of the County with respect to the use of the ROW as may be revised by County from time to time. The granting of this Fiber License shall not prohibit the County from granting other non-exclusive licenses or otherwise allowing or making other uses of the County's ROW. The granting of this Fiber License to Service Provider shall in no way interfere with or hinder the use by the County of the ROW for any purpose.

SECTION 4. CONSTRUCTION OF FACILITIES

- (a) All work shall be constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Service Provider in strict conformity with the laws and regulations of the County in effect at the time of such excavation or other work. Service Provider shall obtain any required permits in accordance with County regulations and the most current version of [Pima Roadway Design Manual](#) (“RDM”) and the [Standard Specifications and Details for Public Improvements](#) sponsored and distributed by the Pima Association of Governments as amended (hereinafter referred to as “PAG”), and the County’s supplements to PAG. In the event such requirements and specifications conflict in any respect with the legal requirements of any federal, state or municipal law or regulation, such legal requirements shall govern on all points of conflict, but in all other respects the County’s requirements and specifications shall apply. Further, in the event that the terms of this Agreement conflict or are inconsistent with any County ordinance, rule or regulation, the County’s ordinance, rule or regulation shall govern.
- (b) In emergencies involving service outages during construction, Service Provider shall proceed with all necessary operations without first obtaining the permit but shall obtain the required permit as soon as possible. The County should be notified of the emergency by the following business day.
- (c) Immediately upon completion of repairs or installation of any facility, Service Provider shall refill and compact any trench or excavation to the standards required by the County and, if applicable, the State of Arizona Department of Transportation’s “[Standard Specifications for Roads and Bridges](#).” Service Provider shall promptly restore or replace any pavement, sidewalk, curb, gutter, landscaping material or other materials or structure damaged in the course

of its work at Service Provider's sole expense to the condition in which it previously existed, to the County's reasonable satisfaction.

(d) In any case where a public ROW is being excavated, disturbed or encumbered by Service Provider, Service Provider shall take all precautions required by law, in particular, the [Manual on Uniform Traffic Control Devices](#) and the [Arizona Supplement to the Manual on Uniform Traffic Control Devices](#), or otherwise necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals, and other devices necessary or proper to give notice and warning to the public of existence of actual conditions present. Nothing in this paragraph shall alter or waive any rights enjoyed by Service Provider or any other party under Arizona's underground damage prevention law.

(e) Facilities maintained or installed by Service Provider within the County shall be so located and constructed as not to:

1. Interfere with usual travel (automotive and/or pedestrian) within the public ROW;
2. Interfere with the rights or reasonable convenience of property owners who adjoin such public ROW;
3. Interfere with access to or use of any water or fire hydrant;
4. Obscure the vision of or interfere with the installation of any traffic control device or traffic or information sign or signal;
5. Interfere with sight distance established by any ordinance or law;
6. Obscure the light from any street light;
7. Placement of facilities under the paved travel lane or in the paved sidewalk area is prohibited unless authorized by the County.

(f) The County shall have authority to require Service Provider to remove or relocate any facility located in violation of this Section at Service Provider's sole expense. Such relocation or removal shall be completed with thirty (30) days of written notice from the County. In the event

that thirty (30) days is not sufficient, Service Provider may in writing request an additional thirty (30) days to accomplish the relocation. The notice shall prescribe the area where the facility is located and any other special conditions deemed necessary by the County.

(g) The Service Provider shall not have the authority to close a road, even temporarily, without the written permission of the County.

(h) Service Provider's system and Facilities, including poles, lines, equipment and all appurtenances, shall be located, erected and maintained so that such Facilities shall:

1. Not endanger or interfere with the health, safety or lives of persons;
2. Not interfere with any improvements the County may deem proper to make;
3. Not interfere with the free and proper use of public roadways, bridges, easements or other public ways, places or property, except to the minimum extent possible during actual construction or repair;
4. Not interfere with the rights and reasonable convenience of private property owners, except to the minimum extent possible during actual construction or repair; or
5. Not obstruct, hinder or interfere with any gas, electric, traffic control, water or telephone facilities or any other utilities located within the County.

(i) Service Provider shall coordinate with County to evaluate planned construction prior to the commencement of work in order to ensure that Facilities, including the installation, construction, repairs, replacement and maintenance of such Facilities, will not unduly burden the present or future use of the County's ROW.

(j) No County property is to be removed from the ROW, including signage on utility poles, without proper permission from the County.

(k) Service Provider agrees that it shall remove any of its abandoned Facilities installed in the ROW covered by this Agreement unless the County Engineer approves in writing that the abandoned Facilities may remain installed in the ROW.

SECTION 5. WORK IN PUBLIC RIGHT-OF-WAY: RESTORATION OF DAMAGED AREAS

- (a) Whenever Service Provider excavates or does other work in the public ROW, such excavation or other work shall be done in compliance with the laws and regulations of the County in effect at the time of such excavation or other work. All work authorized and required under this Agreement shall be accomplished in a safe, thorough, and workmanlike manner. All installation of Facilities shall be in accordance with current engineering standards.
- (b) If at any time the Service Provider intends to perform construction work in any ROW, the Service Provider shall obtain a [“ROW Use Permit”](#) from the County and shall provide the County with notice before commencing any such work authorized and/or required by the permit application process. The County may, consistent with applicable law, establish general requirements for advance notification to residents adjacent to the proposed construction areas to be provided by utilities or other companies operating in the public ROW, and Service Provider shall comply with any such advance notification requirements. Service Provider shall fully cooperate in any general construction planning process instituted by the County. By way of example, Service Provider may be requested to meet with the County and other license holders and users of the ROW upon reasonable advance written notice to discuss planned activities in the ROW. Service Provider shall coordinate all construction locations, activities, and schedules to minimize public inconvenience, disruption, or damages.
- (c) All construction and any work being performed in any County ROW shall be performed in accordance with the County-issued ROW Use Permit. Service Provider shall take prompt corrective action upon notice from County that Facilities do not comply with the requirements of this Agreement or applicable law, the County regulations, or any other permit requirements.

(d) Prior to the erection or installation by Service Provider of any poles, underground conduits, or fixtures for use in connection with the installation, construction, maintenance or operation of a Fiber Optic Network or Facilities, or work which is otherwise not governed by an applicable ROW Use Permit, Service Provider shall obtain any required permits in accordance with applicable County regulations.

(e) Service Provider shall not excavate or do other work in any public County ROW unless Service Provider has applied for and received a written permit entitled ROW Use Permit or the equivalent thereof from the County granting permission for such excavation or other work, including the installation of aerial facilities. The ROW Use Permit shall describe the area where the excavation and/or work is expected to be completed, the method of construction and the contractor performing the work and any other conditions. If directional boring, trenching or other excavation is the method of construction, detailed plans shall be submitted describing how the work will be performed so as not to damage other lines and conduit located in the right-of way. If the installation utilizes facilities of another entity, Service Provider shall provide written authorization for use of such facilities prior to a ROW Use Permit being issued. If the excavation or other work requires partial closure of a street lane or sidewalk, Service Provider shall, at least five business days prior to said partial closure, submit a traffic control plan to the County for approval. If a full road closure is needed, the Service Provider shall, at least thirty (30) days prior to said closure, submit a traffic control plan to the County for approval. In emergencies involving service outages, Service Provider shall proceed with all necessary operations without first obtaining the permit but shall obtain the required permit at its earliest opportunity.

(f) Service Provider shall not open, disturb or encumber, at any one time, any more public ROW than may be necessary to enable Service Provider to economically install or repair its Facilities, nor shall Service Provider permit any public ROW to remain open, disturbed or encumbered for a longer period of time than shall, in the opinion of the County, be necessary.

(g) Immediately upon completion of repairs or installation of any Facilities, Service Provider shall refill and compact any trench or excavation to the standards required by the County and the State of Arizona Department of Transportation's "[Standard Specifications for Roads and Bridges](#)." Promptly, and in no less than fifteen (15) business days after the completion of repair or installation, unless otherwise approved by the County, Service Provider shall restore or replace any pavement, sidewalk, pedestrian lighting, curbs, gutters, grass, sand, landscaping material or other materials or structure damaged in the course of its work to its preexisting condition in accordance with County standards at Service Provider's sole expense, in accordance with applicable County regulations. In the event excavation or disturbance of special sidewalk pavement areas is necessary, Service Provider shall restore those areas to their preexisting conditions which restoration shall meet County regulations. Failures within an area which has been disturbed, excavated or encumbered by Service Provider which are discovered within twelve (12) months of the restoration or replacement specified herein, shall be the responsibility of Service Provider pursuant to this provision. If Service Provider fails, neglects, or refuses to make restorations as required under this Section, then the County may (but is not required to), following reasonable notice to Service Provider, do such work or cause it to be done, and Service Provider shall pay the cost thereof to the County within thirty (30) days of the County providing an itemized list of the costs and expenses incurred in performing such work. The County may, at its option, recover such amount from the surety or insurance required herein. Service Provider

shall warrant any restoration work performed under this Agreement, including the maintenance of any landscaping or vegetation installed as part of the restoration work, for a period of twelve (12) months. This restoration requirement shall survive the expiration, revocation and termination of this Agreement.

(h) Service Provider shall maintain all County permitted above ground improvements that it places on County ROW pursuant to this Agreement.

(i) In any dispute over the adequacy of restoration or maintenance under this Section, the County shall have the authority, in the exercise of its reasonable discretion, to determine the adequacy of the restoration or maintenance.

(j) The County reserves the right to inspect, as part of the permitting requirement, the installation and maintenance of the Fiber Optic Network and related equipment. The County shall have the right to inspect all work performed by Service Provider in, on or above County ROW, whether during the performance of such work or after completion as long as such inspection does not disrupt Service Provider's system operation.

(k) If Service Provider fails, neglects or refuses to refill any trench or excavation or to restore or replace any pavement, sidewalk, curb, gutter, grass, sand, rocks, landscaping material, or other material or structure or to repair failed materials as specified herein, the County may do all or any part of the work that remains undone at the cost or expense of Service Provider. Failure of Service Provider to reimburse the County within thirty (30) days of the County's presentation of a bill for the costs shall result in denial of any permit request made by Service Provider or automatic Fiber License renewal until payment is made. The County may, at its option, recover such amount from the performance bond or insurance required herein.

(l) In any case where a public right-of-way is being excavated, disturbed or encumbered by Service Provider, Service Provider shall take all precautions required by law, in particular, the [Manual on Uniform Traffic Control Devices](#) and the [Arizona Supplement to the Manual on Uniform Traffic Control Devices](#), or otherwise necessary or proper for the protection of the public and shall maintain adequate warning signs, barricades, signals, and other devices necessary or proper to give notice and warning to the public of the existence of actual conditions present. Nothing in this subsection (m) shall alter or waive any rights enjoyed by Service Provider or any other party under Arizona's underground damage prevention law and Service Provider agrees to comply with all applicable statutory notice provisions.

(m) Any construction project authorized by a specific ROW Use Permit shall be completed within the time period specified in the permit or, if no time period is specified, within one hundred eighty (180) days from the date that the Pima County Transportation Department issues any necessary permits, provided that the County Engineer may allow reasonable extension due to weather or Acts of God, or other reasonable circumstances that in the sole discretion of the County Engineer justifies an extension of the project target completion date. If construction is not completed within the applicable time period, Service Provider may file a written request for an extension of the project target completion date with the County Engineer specifying the reasons for such justification.

(n) If in the sole but reasonable opinion of the County Engineer, damage to the public ROW resulting from damage or disturbance during the construction, operation, or maintenance of the Service Provider's Facilities requires immediate repair, the County may perform such repairs, at the cost of the Service Provider. In such event, the County will endeavor to notify the Service Provider of the immediate repairs needed. The Service Provider shall pay to the County the

County's reasonable and verifiable costs, including administrative costs related to such repairs within thirty (30) days of the date of written notice of the costs to the Service Provider.

(o) Service Provider shall not remove any underground facilities which require trenching or other opening of the streets along the facilities to be removed, except as hereinafter provided.

Service Provider may remove any underground facilities from the streets which have been installed in such a manner that it can be removed without trenching or other opening of the streets. Subject to applicable law, Service Provider shall remove, at its sole cost and expense, any underground facilities by trenching or opening of the streets along the extension thereof or otherwise which is ordered to be removed by the County based upon a determination, in the sole discretion of the County Engineer, that removal is required in order to eliminate or prevent a hazardous condition. Usable underground cable and conduit in the streets that is not removed as required in this subsection shall be deemed abandoned.

(p) Service Provider shall, at all times, employ reasonable standards of care and shall install and maintain and use commonly accepted methods for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connection in, over, under, and upon the streets, sidewalks, alleys, and public ways or places of the County, wherever situated or located, shall at all times be kept and maintained in a safe condition. Service Provider shall comply with all federal, State, and County safety requirements, rules, regulations, laws and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its facilities. By way of illustration and not limitation, Service Provider shall also comply with the National Electric Code, National Electrical Safety Code, FCC regulations, and Occupational Safety and Health Administration (OSHA) Standards.

(q) If an unsafe condition is found to exist, the County shall give Service Provider notice of such condition and afford Service Provider a reasonable opportunity to repair the same. If Service Provider fails to start to make the necessary repairs and alterations within the time frame specified by the County, then the County may make such repairs or contract for them to be made. All costs, including administrative costs, incurred by the County in repairing any unsafe conditions shall be borne by Service Provider. The Service Provider shall pay to the County all of the County's costs, including administrative costs, incurred as a result of circumstances herein within thirty (30) days of the date of County's invoice. Service Provider's failure to timely pay the invoice will, at the County's election, subject Service Provider to the penalties set forth in Section 14.

(r) In the event of any emergency in which any of Service Provider's Facilities are in need of emergency repair or are damaged, or if the Service Provider's construction area is otherwise in such a condition to immediately endanger the property, life, health, or safety of any person, the Service Provider shall immediately take proper emergency measures to repair its Facilities, to cure or remedy the dangerous condition, without first applying for and obtaining County permits otherwise required for said work; provided, that the Service Provider shall immediately notify the County of said condition and of the emergency work, and shall obtain all necessary permits as promptly as possible after the emergency work is performed, and in any event no later than the business day following the discovery of the condition requiring the emergency work.

SECTION 6. RELOCATION OF FACILITIES

The use herein allowed is subject to the needs and requirements of the County in the operation of its right-of-way and in the improvement and use of its property. Service Provider shall relocate at no expense to the County any Facilities installed or maintained in, on or under any ROW, as may

be necessary to facilitate any public purpose whenever directed to do so by County. Nothing in this Agreement is intended to eliminate or waive any right Service Provider may have to reimbursement under applicable law or the terms of any public funding grant for a project.

SECTION 7. FEE; CONDITIONS

(a) By entering into this Agreement, neither party waives any current or future rights reserved under the Arizona Revised Statutes and the Telecommunications Act of 1996, including but not limited to, those rights set forth in Sections 253(c), reserving the County's right to manage the public ROW and to require fair, non-discriminatory and reasonable compensation from Service Provider for use of the public ROW.

(b) Service Provider shall be solely responsible for payments to County as follows:

1. Application Fee. Service Provider shall pay County an application fee of \$3,000.00 for the administrative costs involved in the issuance of the Fiber License, which shall be due at the time of the submittal of the application.
2. Fiber License Fee. Service Provider's Facilities in the ROW are subject to an annual Fiber License Fee based on the linear footage of combined fiber (which includes lit fiber, dark fiber, and/or empty conduit that fiber could later be pulled) taking up space in the ROW, as authorized under the applicable ROW Use Permit at the time of the permit's issuance. The annual Fiber License Fee is \$2.15 (two dollars and fifteen cents) per linear foot, which shall be adjusted annually as provided in Section 7(b)(2)(a).
 - a. Commencing on July 1 following the date of this Agreement and subsequently with each annual period running from July 1 through June 30 (hereinafter referred to as a "Term Year"), and continuing on each July 1 thereafter for each Term Year or Holdover Term, the Fiber License Fee shall be escalated annually with such adjustment becoming effective beginning July 1 of the next Term Year. The escalated amount shall be based on the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index-All Urban Consumers, West Region for all Items ("CPI"). If there is no increase in the CPI or if the CPI has decreased, the Fiber License Fee shall remain the same amount as it was for the prior Term Year.
 - b. On each July 1 during the term of this Agreement, any Fiber License Fee owed will be adjusted as provided by Section 7(b)(2)(a) above and invoiced by County to Service Provider within 90 days thereof. Failure to timely

pay any undisputed invoice shall constitute a breach of this Agreement and shall entitle the County to exercise its rights and remedies under Section 14 and Section 16 of this Agreement.

- (c) The initial Fiber License Fee is due and payable within ten business days of Service Provider receiving an invoice from County which shall be pro-rated through the end of the current Term Year (*i.e.*, June 30 of the applicable Term Year) based on the date of issuance of the Fiber License or renewal thereof.
- (d) Service Provider shall pay all applicable construction permit fees to place Facilities in the ROW, which includes charges for ROW permit applications, issuance, inspection, testing, plan review and any other fees adopted by County and applicable to persons doing work and/or excavating in the County's ROW pursuant to Title 10 of Pima County Code and the Procedures for the Issuance of ROW Use Permits.
- (e) Service Provider shall pay any reasonable costs associated with any damage caused to the ROW or public property per Title 10 of Pima County Code and Section 5 of this Agreement.
- (f) Payments shall be made as specified on the invoices Service Provider receives from County.
- (g) Service Provider agrees that if it fails to pay any amounts owed to the County by the time prescribed for payment, Service Provider shall, at the election of County, pay interest on the amounts owed at the rate specified in Section 14 of this Agreement.
- (h) If the Service Provider and County agree to an in-kind exchange in lieu of payment hereunder, such an arrangement will be addressed through a separate in-kind exchange agreement.

SECTION 8. INSURANCE

Service Provider shall provide the County with and maintain in full force throughout the term of this Fiber License by the Service Provider or Service Provider's assignees liability insurance.

This Fiber License shall terminate if insurance lapses. County reserves the right to require additional insurance at County's sole discretion. The insurance policy should comply as follows:

1. Commercial General Liability insurance; including coverage for contractual liability; products and completed operations; and explosion, collapse, and underground; with limits not less than \$5,000,000, combined single limit.
2. Commercial Automobile Liability insurance covering owned, non-owned, and hired vehicles used in connection with this Fiber License, with limits not less than \$5,000,000.
3. Primary Insurance: The Service Provider's policies shall stipulate that the insurance afforded the Service Provider shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be non-contributory.
4. The Commercial General Liability insurance and Commercial Automobile insurance policies shall be endorsed to include Pima County as an additional insured.
5. Upon written request the insurer, broker, or agent shall provide certificates of insurance indicating the required insurance coverage and endorsements (or a letter certifying self-insurance), or copies of the insurance policy declaration pages and required endorsements, to Pima County Real Property Services. The certificate of insurance shall be reasonably similar to and contain at least the same information as an ACORD form certificate of insurance. All insurance policies shall include a 60-day notice of cancellation or material change of coverage endorsement. Deductibles or retention levels exceeding \$10,000 per claim shall be declared.
6. Service Provider shall immediately forward a copy of any notice of cancellation or material change of coverage to Pima County Real Property Services in addition to any notice provided by the insurer or its representative.
7. Service Provider shall be solely responsible for all premiums, deductibles, or self-insured retentions due and payable for insurance required in this paragraph.
8. Notwithstanding anything to the contrary herein, Service Provider may satisfy any and all required coverages hereunder through insurance, self-insurance, or a combination thereof.

SECTION 9. INDEMNITY

All costs associated with the Fiber License and any use of public right-of-way shall be at the sole expense of Service Provider. Service Provider assumes responsibility and liability for any injury or damage to the above-described right-of-way or to any person or property related to the above-

described right-of-way caused by or arising out of this Agreement. To the fullest extent allowed by law, the Service Provider shall indemnify, defend and hold the County, its governing board or body, officers, departments, employees and agents, harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liens, losses, fines or penalties, damages, liability, interest, attorney's, consultant's and accountant's fees or costs and expenses of whatsoever kind and nature, resulting from or arising out of any act or omission of the Service Provider, its agents, employees or anyone acting under its direction or control, whether intentional, negligent, grossly negligent, or amounting to a breach of contract, in connection with or incident to the performance of this Agreement. The obligations under this Section shall not extend to the negligence of the County, its agents, or employees. If County is sued in any court by any person, firm, association or corporation to recover damages for injuries or death to person or property on account of the construction, installation, operation, maintenance, repair or replacement of Facilities of Service Provider, Service Provider shall indemnify County, pay any resulting final judgments, and shall at the option of County be made a party to any such court proceeding. This provision shall not bar Service Provider from claiming contribution for such injuries, death, damages and defense costs after, and to the extent, County is found liable by a court of competent jurisdiction for such damages, injuries or death by reason of acts or omissions of County or its employees, servants or agents. This indemnity shall survive the termination of this Agreement.

SECTION 10. LIMITATION OF LIABILITY

(a) The County and its officers, agents, elected or appointed officials, employees, departments, boards and commissions, shall not be liable to Service Provider or to its affiliates or customers for any interference with or disruption in the operations of Facilities or the provision

of services, or for any damages arising out of or materially related to Service Provider's use of the ROW, except to the extent of intentional misconduct or gross negligence on the part of the County, its officers, agents, elected or appointed officials, employees, departments, boards and commissions.

(b) Service Provider also agrees that it shall have no recourse whatsoever against the County or its officials, boards, commissions, agents or employees for any loss, costs, expense or damages arising out of or materially related to any provision or requirement of the County because of the enforcement of this Agreement or because of omissions or contradictions in the Fiber License or Title 10 of Pima County Code.

(c) Service Provider shall assume the risk of and hereby relinquishes any claim against the County in connection with any final, non-appealable determination by a court of competent jurisdiction that the County lacked the current statutory authority under Arizona law to issue this Fiber License.

SECTION 11. TRANSFERABILITY OF FIBER LICENSE AND AGREEMENT

(a) This Fiber License and Agreement is personal to Service Provider and any transfer of control of Service Provider, or assignment to a third party can only be made with the County's prior written approval. Without limiting the generality of the foregoing, Service Provider is expressly authorized, in the ordinary course of its business, to lease, license, or otherwise contractually make available to third-party customers all or any portion of Service Provider's dark fiber Facilities located within the County's ROW ("Dark Fiber Lease"). A Dark Fiber Lease issued in the ordinary course of business does not constitute an assignment or transfer of this Agreement or the Fiber License and does not require the prior written consent approval of the County under this Section 11. In all events: (i): Service Provider must retain ownership and

operational control of the Facilities; (ii) the third-party customer may not physically construct, install or maintain any new Facilities within the ROW under the rights granted by this Agreement; and (iii) Service Provider shall remain fully responsible for compliance with all terms and conditions of this Agreement with respect to such Facilities.

(b) No application for a transfer of control of Service Provider or assignment of this Fiber License and/or Agreement to a third party shall be granted unless the proposed transferee or assignee agrees in writing that it will abide by and accept all terms of the Fiber License and Agreement and all local, state and federal laws and regulations and that it will assume, and is presently capable of assuming, all obligations, liabilities, and responsibility for all acts and omissions, known and unknown, of Service Provider.

(c) Approval by the County of a transfer of control of Service Provider or assignment of this Fiber License and/or Agreement to a third party does not constitute a waiver or release of any of the rights of the County, whether arising before or after the date of the transfer or assignment.

(d) When consent is required, any transfer of control of Service Provider or assignment of this Fiber License and/or Agreement to a third party without County's written consent shall be void and shall not result in the transferee/assignee obtaining any rights or interests in, under or related to this Fiber License and Agreement. County may, in its sole discretion and in addition to all other lawful remedies available to County under this Agreement or otherwise, and in any combination, terminate this Fiber License and/or Agreement, collect any fees owed from Service Provider and/or declare the transfer/assignment to be void, all without prejudicing any other right or remedy of County under this Agreement. No cure or grace periods shall apply to transfers or assignments prohibited by this Agreement or to enforcement of any provision of this Agreement against a transferee or assignee who did not receive County's written consent.

(e) Service Provider shall pay to County in advance the then-current transfer fee for the assignment or transfer of control of the Fiber License as a nonrefundable fee for legal, administrative and other expenses related to every transfer (other than the sale of publicly traded stock) or to any request for a consent to transfer, whether or not County grants such request.

SECTION 12. NO THIRD-PARTY BENEFICIARIES

No person or entity shall be a third-party beneficiary to this Agreement or shall have any right or cause of action hereunder. County shall have no liability to third parties for any approval of plans, Service Provider's construction of improvements, Service Provider's negligence, Service Provider's failure to comply with the provisions of this Agreement (including any absence or inadequacy of insurance required to be carried by Service Provider), or otherwise as a result of the existence of this Agreement.

SECTION 13. SERVICE PROVIDER'S RECORDS

(a) During the entire term of this Agreement, Service Provider shall keep records and provide information to County regarding the following:

1. Service Provider shall maintain As-Built Drawings of its Facilities located within the ROW and furnish a copy both electronically in an ESRI-compatible mapping format (or in a mapping format compatible with the current County electronic mapping format as specified by the County) and in hard copy form. Upon completion of new or relocation construction of underground Facilities in the ROW, Service Provider shall create and maintain precise, up-to-date maps of any of its routes and any above ground equipment located in the ROW and precise location information and will make this information available to the County upon the installation of any new Facilities.
2. Information relating to any Facilities on portions of the route that are not exempt from a fee imposed for occupation of the ROW.
3. Information reasonably relating to this Agreement and/or to County's or Service Provider's rights or obligations under this Agreement.
4. In the event Service Provider fails to supply records in the County specified format, and there is a cost to the County in converting Service Provider-provided files, Service Provider will be responsible for the conversion costs and will pay

such costs within thirty (30) days of the date of the bill from the County invoicing the amount due. However, before the County incurs any cost to convert Service Provider-provided files, it will notify Service Provider that it cannot access the records that had been provided. If within fourteen (14) days, Service Provider has not either provided compatible records or provided the County an agreeable date by which such updates will be received by County, County will convert the incompatible updates unilaterally.

(b) Service Provider reserves the right to seek appropriate confidentiality protections for any information to be produced to County.

(c) If necessary for the County to determine Service Provider's compliance with the terms of this Agreement or other applicable law, Service Provider shall provide relevant documentation as requested by the County and respond to questions in a format and timeframe to be decided by the parties based on the nature of the request. Such records shall be made available to County at a mutually convenient location within Pima County or delivered electronically as may be appropriate. Service Provider shall also require its employees, agents, and accountants to give their cooperation and assistance in connection with County's access to such records.

1. Such documentation may include information on the type of services Service Provider is offering its customers (but not necessarily information disclosing any particular service being provided to a specific customer) and/or the financial information used in calculating any payments or taxes due to the County under this Agreement. If Service Provider determines that to respond to County's request for documentation, it must reasonably provide Proprietary Information, Service Provider shall so mark such documentation as "Confidential."
2. Proprietary Information disclosed by Service Provider shall mean any document or material clearly identified as "Confidential." Such Proprietary Information shall include but not be limited to any customer names and lists, financial information, technical information, or other information clearly identified as "Confidential" pertaining to services provided to its customers.
3. Proprietary Information disclosed by Service Provider to the County or its constituent departments shall be regarded as Proprietary as to third parties. If the County receives a request to disclose such information, the County shall notify Service Provider of such request and allow Service Provider a reasonable opportunity to defend its information from disclosure.

4. Information in the public domain shall not be considered Proprietary Information. If public domain information is included with Proprietary Information on the same document, the County shall only disclose those portions within the public domain.
5. Notwithstanding any provision in this Agreement, Service Provider acknowledges and understands that the County is subject to the disclosure requirements of Arizona's Public Records Law.

(d) Upon request and subject to any necessary redaction for confidentiality requirements, Service Provider shall provide to County copies of any communications and reports submitted by Service Provider to the FCC or any other federal or state regulatory commission or agency having jurisdiction with respect to any matters directly affecting enforcement of this Agreement.

SECTION 14. PENALTIES FOR VIOLATION OF TERMS

- (a) County may pursue any remedy at law, including but not limited to stop work orders, injunctive relief, civil trespass, and withholding other County permits and authorizations until Service Provider complies with the terms of the Agreement or the applicable law.
- (b) In addition, any undisputed amounts not paid when due shall accrue interest at the rate of 1% (one percent) per month. If any amounts are subject to a good faith dispute that is later resolved in favor of the County, Service Provider will owe the interest on the amount determined to be owed.
- (c) Such remedies are cumulative and may be pursued in the alternative.
- (d) Neither party will be liable under this Agreement for lost revenues or indirect, special, incidental, consequential, exemplary, or punitive damages, even if the party knew or should have known that such damages were possible and even if direct damages do not satisfy a remedy.

SECTION 15. LIQUIDATED DAMAGES FOR VIOLATIONS

- (a) Service Provider's obligation to pay liquidated damages does not in any way detract from Service Provider's indemnity and insurance obligations under this Agreement, which shall apply according to their terms in addition to Service Provider's obligation to pay liquidated damages.

(b) Service Provider understands and agrees that failure to comply with any time and performance requirements in this Agreement or the requirements of Title 10 of Pima County Code will result in damage to the County, and that it is and will be impracticable to determine the actual amount of such damage in the event of delay or nonperformance; therefore, the parties hereby agree to the liquidated damages as determined per Section 15(c) of this agreement.

(c) If the County Engineer, or their designee, concludes that Service Provider may be liable for liquidated damages, the County Engineer, or their designee, shall issue to Service Provider a Notice of Intention to Assess Liquidated Damages as specified in Pima County Code 5.04.350 and allow Service Provider an opportunity to cure in the time period specified in Sections 16(b) through 16(c). The Notice shall set forth the nature of the violation and the amount of the proposed assessment. Service Provider shall pay the liquidated damage amount within ten (10) business days of receipt of notification.

1. If, however, the liquidated damages exceed \$5,000.00 (Five Thousand Dollars), then the following shall apply:
2. Service Provider shall have thirty (30) days of receipt of such notice to pay the liquidated damage amount or give County notice contesting the assertion of noncompliance.
 - a. If Service Provider contests the County's assertion of violation or fails to respond to the County's notice of intent to assess liquidated damages, County shall schedule a public hearing to determine whether the liquidated damages were properly assessed. County shall provide Service Provider with at least ten (10) business days' notice of such hearing, which shall specify the time, place and purpose of the hearing. At the hearing, Service Provider will be given the opportunity to be heard and present evidence. If the result of the hearing is that Service Provider is responsible for the liquidated damage amount, then the amount determined at the hearing will be due ten (10) days after the hearing decision is announced.
 - b. Service Provider may appeal the outcome of the hearing to an appropriate court, which shall have the power to review County's decision "de novo." Such appeal to the appropriate court must be made within sixty (60) days after the issuance of County's hearing decision. Otherwise, the outcome of the hearing shall be final and conclusive.

- c. Each party shall pay its own costs in the event of a hearing and/or appeal as described in this Section.

SECTION 16. REVOCATION/TERMINATION

(a) The Fiber License granted hereunder may be revoked and/or the Agreement terminated prior to its date of expiration by the County for the following reasons:

1. Service Provider fails to comply with the material terms and conditions of the Agreement or applicable law, including but not limited to failing to maintain any insurance, and/or a performance bond.
2. Service Provider fails to make payments in the amounts and at the times specified in this Agreement after a final determination that the payments were owed.
3. Service Provider ceases doing business in Pima County.
4. Service Provider fails to provide current, accurate as-built plans and maps upon request showing the location of all Facilities installed or constructed in the County.
5. Service Provider is or becomes insolvent or is a party to a voluntary or involuntary bankruptcy, reorganization, or receivership case or proceeding, makes an assignment for the benefit of creditors, is subject to other actions by creditors that, in the reasonable, good faith opinion of the County, threaten the financial viability of Service Provider as a going concern, or if there is any similar action that affects Service Provider's capability to perform its obligations under this Agreement.
6. Service Provider fails to obtain or maintain any licenses, permits, or other government approvals pertaining to the ROW.
7. A court has issued an injunction that in any way prevents or restrains Service Provider's use of a significant portion of the ROW that remains in force for a period of at least 30 consecutive days.

(b) Before terminating the Agreement under Sections 16(a)(1), 16(a)(2), 16(a)(4), and 16(a)(6), upon receipt of written notice from County that this Fiber License is to be terminated or revoked for cause, Service Provider will be given sixty (60) days to cure or remedy the reason(s) provided in the written notice from County. County has the right to extend such cure period. If Service Provider does not cure the reason(s) for termination within the 60-day time period, Service Provider is to remove its facilities from the ROW at no expense to County, and to the satisfaction of County. Service Provider must restore the ROW to the condition mutually agreed

upon. If Service Provider does not restore the ROW within sixty (60) days allotted, County may restore the ROW at the expense of Service Provider. Any expenses incurred will be due and payable within thirty (30) days of written demand by County to Service Provider.

(c) The County need not provide a sixty (60) day cure period prior to termination if the County finds that the defect in performance under the Agreement is due to intentional misconduct, is a violation of criminal law, or is a part of a pattern of repeated and persistent violations where Service Provider has already had notice and opportunity to cure.

(d) This Agreement may be terminated prior to its date of expiration by Service Provider by providing the County with ninety (90) days written notice and only upon making arrangements satisfactory to the County, to remove all Service Provider's Facilities from public property and the right-of-way.

SECTION 17. NON-USE/ABANDONMENT OF THE FACILITIES

(a) "Abandoned Facilities" means any portion of the Facilities no longer maintained by the Service Provider. If Service Provider ceases to maintain or abandons use of any of its Facilities, or cancels or terminates the Agreement, Service Provider shall notify the County, within sixty (60) days of cessation, abandonment, cancellation or termination, of its intent to permanently abandon the Facilities (or a portion thereof) and may, subject to the County's approval, permanently abandon the Facilities (or a portion thereof) and leave them in place. In lieu of permanent abandonment, the County may require Service Provider, to the reasonable satisfaction of the County and without cost or expense to the County, to promptly remove the Facilities and to restore the public property and ROW to a reasonable condition under the supervision of the County.

(b) Upon permanent abandonment, if the County does not require removal, Service Provider shall submit to the County a bill of sale and/or other instruments reasonably necessary for transferring ownership to the County. Any such Facilities, which are not removed as required by the County within ninety (90) days of either such date of termination or cancellation or of the date the County issued a permit authorizing removal, whichever is later, automatically shall become the property of the County. Service Provider will notify the Arizona 811 Center to record the Facilities (or a portion thereof) that have been abandoned.

(c) Title to any and all personal property installed by Service Provider within the ROW that is not removed during the period set forth in Section 17(b) shall automatically vest in County.

SECTION 18. CANCELLATION FOR CONFLICT OF INTEREST

County may cancel this Agreement within three (3) years after its execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement is, at any time while the Agreement or an extension of the Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when Service Provider receives written notice of the cancellation unless the notice specifies a later time.

SECTION 19. NOTICE

(a) All notices, which shall or may be given pursuant to this Agreement, shall be in writing and transmitted through the U.S. certified or registered mail, postage prepaid, regular mail or electronic mail, addressed as follows:

COUNTY:
Pima County
ATTN: Real Property Services
201 N. Stone Ave., 6th Floor

SERVICE PROVIDER:
Bicentel, LLC
ATTN: General Counsel
825 Town & Country Ln. 12th Floor

Tucson, AZ 85701
Email: george.cardieri@pima.gov

Houston, TX, 77024
Email: legal@c3ntro.com

With copies to:

Pima County
ATTN: Office of Digital Inclusion
201 N. Stone Ave., 5th Floor
County AZ 85701
Email: office_of_digital_inclusion@pima.gov

With copies to:

Bicentel, LLC
ATTN: Daniel MIssrie
6767 N. 7th St. Unit 215
Phoenix, AZ, 85014
Email: Daniel.missrie@c3ntro.com

(b) Notices shall be deemed sufficiently given and served upon the other party if delivered personally or the first business day after deposit if sent by private delivery systems and the fifth business day after deposit in U.S. Mail.

(c) Either party may from time to time designate any other address for this purpose by written notice to the other party in the manner set forth above.

(d) Service Provider shall notify the County within 10 business days of any change in mailing address.

SECTION 20. GOVERNING LAW

It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Arizona, both as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the federal or state courts located within Pima County, Arizona.

SECTION 21. PARTIAL INVALIDITY

If any Section, paragraph, subdivision, clause, phrase or provision of this Agreement shall become void, invalid, or is preempted by federal or state laws or regulations, the same shall not affect the validity of this Agreement as a whole or any part of the provisions of this Agreement other than the part judged to be invalid, unenforceable or preempted.

SECTION 22. AMENDMENT

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

SECTION 23. NO WARRANTY

SERVICE PROVIDER ACKNOWLEDGES AND AGREES THAT COUNTY DOES NOT WARRANT THE CONDITION OR SAFETY OF ITS ROW OR THE PREMISES SURROUNDING THE SAME, AND SERVICE PROVIDER HEREBY ASSUMES ALL RISKS OF ANY DAMAGE, INJURY OR LOSS OF ANY NATURE WHATSOEVER CAUSED BY OR IN CONNECTION WITH THE USE OF ANY COUNTY ROW.

SECTION 24. NON-WAIVER

Neither party shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

SECTION 25. REMEDIES NOT EXCLUSIVE

The remedies set forth in this Agreement are not exclusive. Election of one remedy does not preclude the use of other remedies.

SECTION 26. FORCE MAJEURE

With respect to any provision of this Agreement, the violation or non-compliance of which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon Service Provider, such violation or non-compliance shall be excused where such violation or non-compliance is the result of acts of God, natural disasters, pandemics, war, civil disturbance, terrorist acts, government acts, embargos, strike or other labor unrest, or other events, the occurrence of which is beyond its reasonable control.

SECTION 27. DISPUTE RESOLUTION

In the event of a dispute between the parties to this Agreement regarding a provision of this Agreement, a party's performance of its obligations as stated in this Agreement or any other matter governed by the terms of this Agreement, the parties will meet in good faith to attempt to resolve the dispute. If the parties fail to resolve the dispute, then the parties agree that the dispute may be resolved through mediation. If mediation is agreed to by the disputing parties, the disputing parties shall mutually agree upon the services of one (1) mediator whose fees and expenses shall be borne equally by the disputing parties. If the dispute is not resolved within a reasonable time, the disputing parties shall be free to use other remedies such as nonbinding arbitration or litigation to resolve the dispute.

SECTION 28. EXHIBITS

All Exhibits referred to in this Agreement and any addenda, attachments, and schedules which may, from time to time, be referred to in any duly executed amendment to this Agreement are by such reference incorporated in this Agreement and shall be deemed a part of this Agreement.

SECTION 29. SCHEDULE I MODIFICATIONS; ORDER OF PRECEDENCE.

The parties may agree to modifications to this Agreement through a written addendum executed by the parties and attached hereto as Schedule I. In the event of any conflict between this Agreement and Schedule I, such Schedule I shall control with respect to the subject matter addressed therein; provided, however, that nothing in Schedule I shall be deemed to supersede applicable federal, state, or local law or regulation.

SECTION 30. SURVIVAL OF LIABILITY

All obligations of Service Provider and County hereunder and all warranties and indemnities of Service Provider hereunder shall survive termination of this Agreement.

SECTION 31. ENTIRE AGREEMENT

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

SECTION 32. CAPTIONS

The captions given to various provisions of this Agreement are for purposes of convenience only and are to have no impact upon the interpretation of any such provisions.

SECTION 33. EXECUTION

This Agreement may be executed in any number of counterparts and by the different signatories hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. This Agreement may be executed by facsimile signature and delivered by facsimile transmission. Each Party certifies that he/she has the requisite authority to sign and bind each Party to this agreement.

[Remainder of this page intentionally left blank]

SERVICE PROVIDER:

By: Salomon Cojab

Title: VP Infrastructure

Address: 825 Town & Country Ln 12th Floor, Houston, TX, 77024

State of Arizona)

)ss

County of ~~Pima~~)

Maricopa

This instrument was acknowledged before me this 9th day of JULY,
2026, by Salomon Cojab, as VP Infrastructure of
Bicentel, a limited liability co company.

Seth Kelley

Notary Public

My Commission Expires: 11/10/29



COUNTY: PIMA COUNTY, a political subdivision of the State of Arizona:

Jennifer Allen, Chair, Board of Supervisors

Date

ATTEST:

Melissa Manriquez, Clerk of Board

Date

APPROVED AS TO CONTENT:

George Cardieri

6/30/2026

George Cardieri, Director, Real Property Services

Carmine DeBonis Jr. 7/2/2024

Carmine DeBonis Jr., Deputy County Administrator, Public Works

APPROVED AS TO FORM:

James L. Morrow 6/29/2026

James Morrow, Deputy County Attorney

Schedule I to Bicentel, LLC Right of Way Use and License Agreement

The Right of Way Use and License Agreement (the “Agreement”) to which this Schedule I is attached is, in accordance with Section 29 of the Agreement, amended as follows:

Section 7: Section 7(b)(2) is deleted in its entirety, and the following is substituted in its place:

2. Fiber License Fee. Service Provider’s Facilities in the ROW are subject to an annual Fiber License Fee based on the linear footage of combined fiber (which includes lit fiber, dark fiber, and/or empty conduit that fiber could later be pulled) taking up space in the ROW, as authorized under the applicable ROW Use Permit at the time of the permit’s issuance. The annual Fiber License Fee is \$2.15 (two dollars and fifteen cents) per linear foot, which shall be adjusted annually as provided in Section 7(b)(2)(a). For purposes of this Agreement, linear footage shall be measured along the constructed route centerline and shall not be multiplied by the number of ducts, conduits, or fiber strands within the route. The fee applies only to Facilities owned or controlled by Service Provider. County invoices shall include reasonable detail identifying route segments and footage, and Service Provider may dispute any good-faith discrepancies in writing within thirty (30) days of receipt of invoice.

Section 8(2): The automobile insurance requirement in Section 8(2) is hereby reduced from \$5,000,000 to \$1,000,000.

Except as otherwise provide above, the Agreement remains in full force and effect.