



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

Requested Board Meeting Date: October 06, 2015

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): CenturyLink Communications, LLC, a Delaware limited liability company
Project Title/Description: ("CenturyLink" or "Licensee").

Restated and Amended Nonexclusive Right-of-Way Use for Fiber Optic Communications System (the "License").

Purpose:

County and Qwest Communications Corp ("Qwest") entered into a Non-Exclusive Right-of-Way Use License for Fiber Optic Communications System dated August 21, 2000, for a term of ten (10) years with an automatic extension through August 20, 2015. CenturyLink subsequently succeeded to the interests of Qwest. The License grants CenturyLink a License, on a non-exclusive basis, to encroach upon certain portions of the public right of way within unincorporated Pima County, to construct, install, maintain and operate communications facilities in such public right of way. This License is granted for a term of five (5) years, effective August 21, 2015 through August 20, 2020, and shall be renewable upon mutual agreement of the parties and in accord with applicable law.

Procurement Method:

N/A

Program Goals/Predicted Outcomes:

The License stipulates the terms and conditions under which Licensee may construct, install, maintain and operate communications facilities in certain portions of the public right of way in unincorporated Pima County.

Public Benefit:

To provide CenturyLink customers within Pima County with continued and improved phone and data/internet connectivity.

Metrics Available to Measure Performance:

Licensee will be required to pay a renewal application fee in the sum of \$1,980.00 within 10 days of the Effective Date of this License, as well as annual recurring per linear foot fees as permitted by A.R.S. Section 9-583(C) which shall be subject to annual increases through the term of this License and any renewals thereof as set forth in Section 3 of the License. The initial per linear foot fee shall be \$2.33 per linear foot. Licensee to provide County with Certificate of Insurance as set forth in the License; obtain permits as required; comply with highway safety and construction standards; exercise care and restore County roadways or facilities as warranted and provide written notice of change to use of facility.

Retroactive:

This renewal will be retroactive to August 21, 2015. The License was sent to CenturyLink on May 13, 2015. CenturyLink forwarded to its National Right of Way office for review. On August 7, CenturyLink requested changes to License. August 10 the revised License was mailed to CenturyLink. The License was executed and returned by CenturyLink on August 20.

COB: 9-23-13

14pgs(2)

Procure Dept 09/17/15 PM 11:01

Original Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Effective Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$ _____ ☐ Revenue Amount: \$ _____
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No ☐ Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? ☐ Yes ☐ No ☐ Not Applicable to Grant Awards
Vendor is using a Social Security Number? ☐ Yes ☐ No ☐ Not Applicable to Grant Awards
If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: CTN Department Code: IT Contract Number (i.e., 15-123): 12*0571
Amendment No.: 1 AMS Version No.: 3
Effective Date: August 21, 2015 New Termination Date: August 20, 2020
☐ Expense ☒ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ 5,078.30+\$1,980.00
Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: Michael D. Stofko

Department: Real Property Services

Telephone: 520-724-6667

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____
(Required for Board Agenda/Addendum Items)

9-4-2015

[Handwritten signatures and dates]
9/15/15
9/15/15

CONTRACT	
NO <u>CTN-IT-12000000000000000571</u>	
AMENDMENT NO.	<u>01</u>
This number must appear on all invoices, correspondence and documents pertaining to this contract.	



PIMA COUNTY

**RESTATED AND AMENDED
NONEXCLUSIVE RIGHT-OF-WAY USE LICENSE
FOR FIBER OPTIC COMMUNICATIONS SYSTEM
FOR
CENTURYLINK COMMUNICATIONS, LLC**

Contract #CTN-IT-12000000000000000571

Pursuant to Arizona Revised Statutes ("A.R.S.") § 9-583, Pima County ("County"), a political subdivision of the State of Arizona, hereby grants CenturyLink Communications, LLC, a Delaware limited liability company, ("Licensee") the right and privilege of constructing, installing, maintaining, and/or operating a communications system in the public right-of-way within Pima County and outside the corporate limits of any incorporated city or town.

RECITALS

County and Qwest Communications Corp entered into a Non-Exclusive Right-of-Way Use License for Fiber Optic Communication Systems dated August 21, 2000, for a term of ten years, with an automatic extension through August 20, 2015. CenturyLink Communications, LLC subsequently succeeded to the interests of Qwest Communications Corp.

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 County, lying outside the corporate limits of any

incorporated city or town to construct, install, maintain and operate communications facilities in such public right-of-way. Licensee shall pay to County such amounts as are required under Section 3, Application Fee and Per Linear Foot Fees. "Right-of-Way" includes public streets, roads, and alleys. Licensee shall 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 (5) years, effective August 21, 2015 through August 20, 2020.

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 sixty (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 sixty-day period, Licensee shall not be deemed in default if, within that sixty-day period, it commences such cure and thereafter diligently prosecutes the same to completion. Written notice of default under this Section shall be executed by the Contracts Administrator of the Pima County Department of Information Technology and served upon Licensee as provided in Section 25, below. Upon termination of this License, Licensee shall remove any facilities and/or equipment from the public right-of-way, at no expense to County and to the satisfaction of County, within ninety days. Licensee shall restore the right-of-way 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) and Pima County Ordinance 2004-19 Section 1.j., Licensee shall pay County a renewal application fee in the amount of \$1,980.00. Payment of this fee is due no later than 10 days after the execution date of this Agreement.

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

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

Licensee represents and warrants that its facilities as depicted in Exhibit B are subject to recurring per linear foot fees allowed by A.R.S. § 9-583 (C). Licensee hereby consents to the addition of linear foot fees to this license, in the initial amount of \$2.33 per linear foot as set forth in Exhibit A, "License Fee and Payment", which shall be paid annually to the address designated above, and shall 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 thirty (30) days of the due date, Licensee shall 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 (10%) per annum as allowed by A.R.S §44-1201. Interest shall be calculated from the date due until paid.

Section 4: Insurance.

Prior to engaging in any construction or other activity in any public right-of-way, Licensee shall obtain a five million dollar (\$5,000,000.00) commercial general liability insurance policy, with products and completed operations insurance in the policy naming County as Additional Insured. Coverage to include 'separation of insureds' and should have no exclusion as respects to underground property damage.

The policy shall be maintained throughout the term of this License by Licensee or Licensee's assignees; the License shall terminate if the insurance lapses. A certificate of insurance shall be supplied to County with the stipulation that the insurance company shall notify the County in writing of any intent to cancel the liability insurance. This notification shall be required no less than thirty (30) days prior to cancellation, and Licensee shall remove any of its facilities and/or equipment from the public right-of-way, at its own expense, within thirty (30) days of notification.

Licensee's insurance shall be primary insurance and County's insurance, if any, shall be considered non-contributory.

Any modification or variation from the insurance requirements in this License shall be made by the licensing department in consultation with the County's Department of Finance and Risk Management. Such modification will not require a formal License amendment, but may be made by administrative action, and without the consent of Licensee, upon notice by County. Licensee shall supply a certificate of insurance including the modification within ten (10) days from the date notice of the modification is received by Licensee. Such notice will be given pursuant to the terms of the License; if the License does not specify a notice procedure, County may give notice by Certified U.S. Mail, E-Mail or Facsimile; Certified Receipt, E-Mail Receipt Confirmation or Facsimile Confirmation shall constitute proof of receipt of notice. Failure by Licensee to supply a modified certificate of insurance as required by this paragraph shall constitute material breach by Licensee and grounds for immediate termination of the License by County. Licensee further hereby consents to the addition of the modified insurance requirements to the License.

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

All rights hereunder are granted under the express condition that County shall have 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 shall 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 shall be paramount and superior to the rights of Licensee.

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

Nothing in this License shall be construed to prevent County from abandoning, altering, improving, repairing, or maintaining its facilities and/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 and/or equipment in order to accommodate the activities of County. County shall not be liable for lost revenues sustained by Licensee because of damage, modification, alteration, or destruction of its facilities and/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 and/or equipment becomes necessary for any reason, Licensee shall remove its facilities and/or equipment promptly and at its own cost. In such event, Licensee shall not seek compensation or financial reimbursement for costs associated with the removal or relocation of the facilities and/or equipment.

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

Section 8: Non-Exclusive Use.

Nothing in this agreement shall be construed to grant Licensee an exclusive right to use the public right-of-way. Licensee's facilities and equipment shall 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 shall 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, and/or maintenance of Licensee's facilities and/or equipment in the public right-of-way shall not create or establish a vested interest or estate in the public right-of-way on behalf of Licensee, and Licensee shall have no right of entry upon the public right-of-way upon the termination or revocation of this License.

Section 9: Relocation.

Licensee shall be solely responsible for the design, adjustment, removal, relocation, or replacement, temporarily or permanently, of any facility and/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 shall 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 and/or equipment by Licensee shall 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 and/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 and/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 (15%) 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 shall submit a bill to Licensee for the incurred costs, and Licensee shall pay County the invoiced amount within ninety (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 agreement shall 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 shall 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 shall be Licensee's sole responsibility. In the event County incurs such costs, County shall submit a bill to Licensee for the incurred costs, and Licensee shall pay County the invoiced amount within ninety (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 agreement shall 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 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 fifteen (15) calendar days of receiving a written request from County. Beginning on the effective date of this Agreement, Licensee shall maintain precise and verifiable horizontal and vertical location information, tied to an accepted County datum, and shall provide such information to County within fifteen (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 (2) 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 shall 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 shall 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 the County Engineer, shall 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 shall 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 shall be initiated promptly and completed expeditiously by Licensee, who shall 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 shall 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 shall revegetate the right-of-way at its sole expense and in accordance with all County regulations then in effect.

C. Adjacent properties.

Licensee shall provide prior written notice to the owners or other persons having lawful control of adjoining property of any activity by Licensee that might interfere with access to or the use of said adjoining property. Licensee shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 and/or equipment.

B. County guidelines for location and construction of facilities.

The location and construction of Licensee's facilities and/or equipment in the public right-of-way shall 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 shall 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 a potential hazard 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 shall 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 shall 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 reasonably to 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 shall 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 shall be guarded and protected at all times by safety barriers erected by Licensee that shall 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 shall 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 shall 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 shall 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 shall 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, and/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 agreement, and Licensee shall be liable for the cost of such potholing, along with an administrative surcharge in the amount of fifteen percent (15%) of the total cost of the potholing should Licensee's facilities be found to be out of conformance. Licensee shall 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 by acquiring 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. To the fullest extent permitted by law, Licensee shall defend, indemnify, save and hold harmless Pima County, and its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Licensee or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Licensee to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Licensee from and against any and all claims. It is agreed that, Licensee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Licensee agrees to waive all rights of subrogation against Pima County, its officers, officials, agents, and employees for losses arising from the work performed by the Licensee for Pima County.

Section 20: County Participation in Legal Actions.

County has 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 has 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 Agreement. Licensee shall 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 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 shall not be withheld, conditioned, or delayed unreasonably.

This prohibition shall not apply in the case of a sale, assignment, transfer, or lease by Licensee to an affiliated interest, nor shall it apply to assignments made or security interests granted in order to secure financing. Licensee shall, however, provide County at least thirty (30) days' advance notice of any such affiliate transfer, assignment, lease or sale. County shall 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 A.R.S. § 38-511, which provides for the cancellation of contracts for certain conflicts of interest.

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 contract as if set forth in full herein **including flow down of all provisions and requirements to any subcontractors.**

During the performance of this contract, Licensee shall 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 shall be provided in writing to:

Pima County: Pima County Government
Real Property Division
Attn: Martin Stickford
201 North Stone, 6th Floor
Tucson, AZ 85701
Email: Martin.Stickford@pima.gov
Phone: (520) 724-6379

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

Licensee: CenturyLink Communications, LLC
Attn: Gary Pace
100 Centurylink Drive
Monroe, LA 71203
Phone: 318-330-6797
Email: gary.pace@centurylink.com

Any change in any of Licensee's contact information above shall be provided to County in writing.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

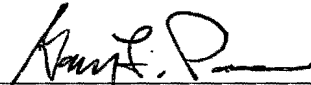
IN WITNESS WHEREOF, the parties have affixed their signatures to this License on the dates written below.

PIMA COUNTY:

Chair, Board of Supervisors

Date

LICENSEE:



Authorized Agent
CenturyLink Communications, LLC

Gary Pace / Mgr. National Contract Admin
Name and Title (Please Print)

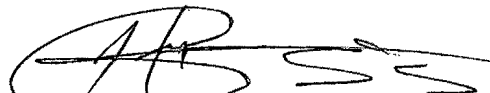
8/10/15
Date

ATTEST:

Clerk of the Board of Supervisors

Date

INFORMATION TECHNOLOGY DEPARTMENT:



Jesse Rodriguez, Chief Information Officer

9/10/15
Date

APPROVED AS TO FORM:



Tobin Rosen, Deputy County Attorney

8/21/15
Date

Exhibit A

License Fee and Payment

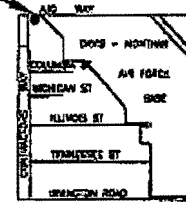
As compensation for the right and privileges granted by the License, Licensee shall pay to County an initial payment within 10 days of execution of the License as calculated below:

$$428.00 \text{ Linear Feet} \times \$2.33 = \$1,015.66$$

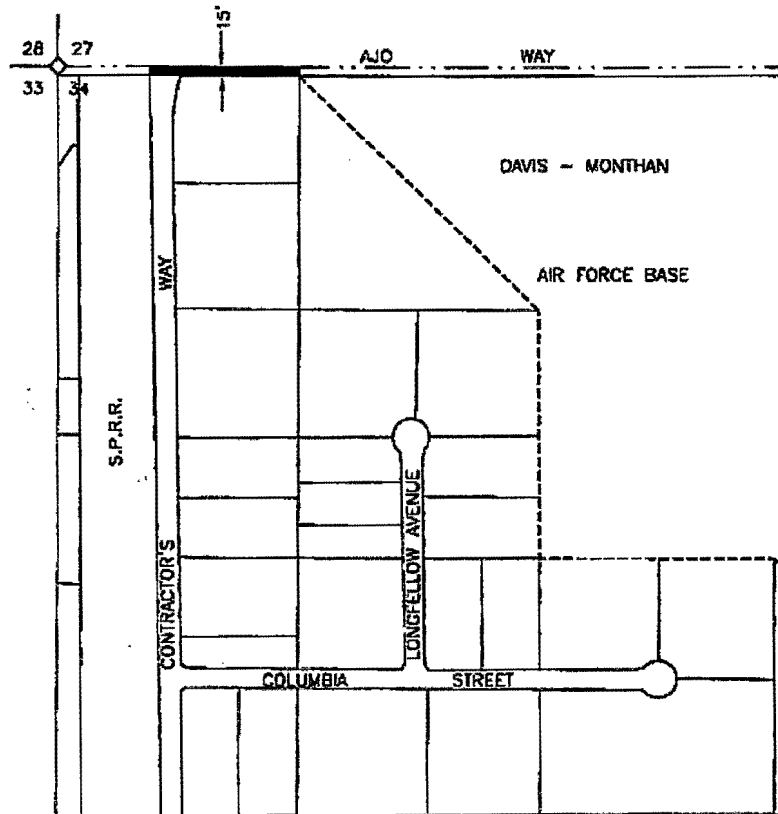
Fee to be adjusted annually using the *Consumer Price Index-all Urban Consumers*, as published by the United States Department of Labor, Bureau of Labor Statistics. Annual fee to be paid within 10 days of anniversary of execution date.

SECTION 34
TOWNSHIP 14 SOUTH
RANGE 14 EAST

EXHIBIT B SUBJECT AREA



SECTION 34
G&SRB&M
PIMA COUNTY, ARIZONA



 BURIED FIBER OPTIC LINE EASEMENT



PIMA COUNTY DEPARTMENT OF TRANSPORTATION
TECHNICAL SERVICES DIVISION

DRAWING NOT TO SCALE

DRAWN BY: C. PEREZ

DATE: 6/14/00