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QWEST BROADBAND SERVICES, INC. D/B/A CENTURYLINK, INC.

CITY OF GLENDALE

CABLE TELEVISION LICENSE AGREEMENT

Effective July 1, 2014

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CABLE TELEVISION LICENSE AGREEMENT

This Cable Television License Agreement (the "Agreement" or "License") is made and entered into effective as of midnight the, by and between the City of Glendale (the "City") and Qwest Broadband Services, Inc. d/b/a CenturyLink, a Delaware corporation ("Licensee").

RECITALS

- A. The City is authorized to grant, renew, deny, and terminate licenses for the installation, operation, and maintenance of Cable Systems and otherwise regulate Cable Services within the City boundaries by virtue of federal and state statutes, by the City's police powers, by its authority over its public rights-of-way, and by other City powers and authority.
- B. The City issued the Existing License to Qwest Broadband Services, Inc., which was effective at midnight on July 1, 1999, Licensee and the City desire to enter into a new license to provide Cable Services within the City to take effect upon the expiration of the Existing License.
- C. The City finds that it would serve the public interest to grant a license on the terms and conditions hereinafter set forth, and Licensee agrees to obtain a license under these conditions.

AGREEMENT

In consideration of the foregoing recitals, which are incorporated herein by reference, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows.

1. **Definitions.** The definitions set forth in Chapter 10 of the Glendale City Code and/or any future amended section thereof, are applicable to this Agreement; provided that such amendments enacted or modified after the effective date of this Agreement shall be reasonable and not materially modify the terms of this Agreement. In addition, in this Agreement the following terms, phrases, words, abbreviations, and their derivations have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory, not merely directory. Words not defined herein shall be given their common and ordinary meaning. All references to days are to calendar days, unless otherwise specified.

1.1 "**Affiliate**" means any Person who owns or controls, is owned by or controlled by, or is under common ownership or control with Licensee.

1.2 "**Basic Service Tier**" has the meaning prescribed in A.R.S. § 9-506 meaning the cable service tier that includes (i) the transmission of local television broadcast channels and (ii) PEG channels required to be carried in the basic tier.

1.3. "Cable Act" means the Cable Communications Policy Act of 1984, as amended, including the Telecommunications Act of 1996.

1.4. "Cable Service" means the transmission to Subscribers of video programming or other programming services and Subscriber interaction, if any, that is required for the selection or use of the video programming or other programming services.

1.5. "Cable System" means a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Services, that includes video programming, and that is provided to multiple Subscribers within City, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves Subscribers without using any public right-of-way; (c) a facility of a common carrier that is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, except that such facility shall be considered a Cable System to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (d) an open video system that complies with 47 U.S.C. § 653; or (e) any facility of an electric utility used solely for operating its electric utility systems. Any reference to Licensee's Cable System refers to the Cable System as a whole or any part thereof. As used above, "interactive on-demand services" means a service providing video programming to Subscribers over switched networks on an on-demand, point-to-point basis, but does not include services providing video programming prescheduled by the programming provider.

1.6. "City Building" means a building that is both (a) occupied or owned by City and (b) used for municipal purposes.

1.7. "City Council" means the present governing body of City or any future body constituting the legislative body of City.

1.8. "City Manager" means the City Manager or the City Manager's designee.

1.9. "Competitor" means any Person entering into the Streets and Public Ways for the purpose of constructing or operating a Cable System, or for the purpose of providing Cable Service or video programming service to any part of the License Area, including by means of an "open video system" (as such term is defined in the Cable Act).

1.10. "Confidential Information" means any and all technical data, materials, reports, and other information owned by or developed by, or on behalf of Licensee and/or its Affiliates, any information that relates to the Cable System, and any and all financial data and information relating to Licensee's business, that Licensee discloses in writing, orally, visually, or through some other media, or that City learns or obtains through observation, analysis, compilation, or other study of such information, data, or knowledge, except any portion thereof that (a) is known to City at the time of the disclosure, as evidenced by its written records and was not acquired by City on a confidential basis; (b) is disclosed to City by a third party having a right to make such disclosure; (c) becomes published, or otherwise publicly known

through no fault of City; or (d) is independently developed by or for City without use of Confidential Information disclosed hereunder as evidenced by its written records.

1.11. "Effective Date" means midnight July 1, 2014.

1.12. "Existing License" means the Cable Television License Agreement dated July 1, 1999, by and between Qwest Broadband Services, Inc. and the City.

1.13. "FCC" means the Federal Communications Commission or its designated representative.

1.14. "Gross Revenues" means gross revenue as defined by Arizona law, A.R.S. § 9-505(6).

1.15. "License Area" means the current incorporated boundaries of City and any future annexed area.

1.16. "License Fee" means the fee set forth in Section 3 of this License.

1.17. "Living Unit" means a distinct address in the Qwest Corporation d/b/a CenturyLink network inventory. This includes, but is not limited to, single family homes, multi-dwelling units, and business locations.

1.18. "MDU" means any adjacent building(s) such as apartments under common ownership containing more than four dwelling units used as living quarters.

1.19. "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve Subscribers.

1.20. "Normal Operating Conditions" means those service conditions that are within Licensee's control including, but not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System. Those conditions that are not within Licensee's control include, but are not limited to, natural disasters, civil disturbances, utility company power outages, telephone network outages, work stoppages and severe or unusual weather conditions.

1.21. "Person" means an individual, partnership, association, joint stock company, trust, corporation, limited liability company, or governmental entity.

1.22. "Remote Terminal" means a Digital Subscriber Line Access Multiplexer (DSLAM) capable of offering Cable Services to Subscribers.

1.23. "Street and Public Way" means only a street, road, highway, freeway, lane, alley, sidewalk, parkway, right-of-way, or drive that is owned by a public entity in fee or as to which a public easement has been dedicated for street purposes, and with respect to which, and to the extent that, City has a right to grant the use of the surface of, and space above and below in

connection with this License for the Cable System, or other compatible uses; provided, however, a requirement that Licensee also obtain a permit from another government agency or entity to use of street, road, highway, freeway, lane, alley, sidewalk, parkway, right-of-way, or drive does not mean that such street, road, highway, freeway, lane, alley, sidewalk, parkway, right-of-way, or drive is not a Street and Public Way.

1.24. "Standard Drop" means a a facility of not more than four thousand (4,000) cable fee between a Subscriber's premises and a Remote Terminal . A Standard Drop involves only one outlet and standard materials. A Standard Drop does not include the following (the cost of which may be assessed directly to the Subscriber): (a) a wall fish; (b) custom installation work, including specific Subscriber-requested work that requires non-standard materials or cable routing that requires construction methods exceeding reasonable underground or aerial work; or (c) the cost of any equipment or construction modifications necessary to provide an adequate signal over the Standard Drop to the Subscriber's residence.

1.25. "Subscriber" means any Person lawfully receiving the Cable Services of Licensee's Cable System.

1.26. "Subscriber Complaint" means any written or oral complaint by a Subscriber to City that the Subscriber did not receive the Cable Service that the Subscriber requested consistent with the requirements of this License.

2. **Grant of Authority; Term.**

2.1. The City hereby grants to a Licensee with (or including), the nonexclusive right and authority to operate a Cable System in the City and for that purpose to erect, install, solicit, construct, repair, replace, rebuild, reconstruct, maintain, and retain in, on, over, upon, across, and along any Streets and Public Ways such poles, wires, cable fiber optics, conductors, ducts, conduit, vaults, manholes, pedestals, amplifiers, appliances, attachments, power supplies, network reliability units, and other property or equipment as may be necessary or appurtenant to the Cable System; and, in addition, so to use, operate, and provide similar facilities or properties rented or leased from other Persons, including but not limited to any public utility or other entity licensed or permitted to do business in the City.

2.2. Licensee promises and guarantees, as a condition of exercising the privileges granted by this License, that any Affiliate of the Licensee directly involved in the offering of Cable Service in the City or directly involved in the management or operation of the Cable System in the City, will also comply with the obligations of this License. However, the parties acknowledge that Qwest Corporation ("QC"), an affiliate of Licensee, will pull permits and be primarily responsible for the construction and installation of the facilities in the public right of way, which will be utilized by Licensee to provide Cable Services and QC will own, operate and maintain all such facilities. Although QC must comply with all applicable federal, state, and local laws, regulations, codes, and construction standards, so long as QC does not provide Cable Service to Subscribers in the City, QC will not be subject to the terms and conditions contained in this License. QC's installation and maintenance of Facilities in the public right of way are

governed by applicable law. To the extent Licensee constructs and installs facilities in the public right of way, such installation will be subject to the terms and conditions of this License.

2.3. This License is subject to the provisions of Chapter 10 of the Glendale City Code Licensee is required to comply with all of the provisions, Cable Television and Related Services and other applicable provisions of Chapter 10 and Chapter 32.5 of the Glendale City Code. Nothing in this Agreement requires Licensee to obtain a Fiber Optic License in connection with Facilities of its Cable System.

2.4. Competitive Parity.

2.4.1. Licensee's right to use and occupy the Streets and Public Ways in the City for the purpose herein provided is not exclusive. However, the City agrees not to allow any person to enter into the Streets and Public Ways for the purpose of constructing or operating a Cable System, or for the purpose of providing Cable Service or video programming service to any part of the License Area, including by means of an "open video system" (as such term is defined in the Cable Act), without first obtaining a permit, license, authorization, or other agreement from the City or such other governmental entity then entitled to grant such permit, license, authorization, or other agreement.

2.4.2. The material provisions of the agreement under which any competitor is authorized to enter the Streets and Public Ways shall be reasonably comparable to those contained herein.

2.5. Prior Occupancy. Any privilege claimed under this License by Licensee in any Street and Public Way or other public property is subordinate to any (a) prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity, (b) prior lawful occupancy or use thereof by any other Person, and (c) prior easements therein; provided, however, that nothing herein extinguishes or otherwise interferes with property rights established independently of this License.

2.6. Term. The grant of authority in this Agreement is for a term of fifteen (15) years, effective as of midnight on July 1, 2014, and ending at 11:59 p.m. on June 30, 2029. The Existing License, as extended, is superseded as of the Effective Date.

3. License Fees.

3.1. License Fee. Licensee shall pay to the City License Fees in an amount equal to five percent (5%) of Licensee's Gross Revenues during the term of this License. If after the Effective Date, Licensee enters into a cable license with any other city in Arizona that provides for a higher percentage of Licensee's revenues as license fees than five percent (5%) or includes more categories of revenues than set forth in this Agreement, Licensee shall notify City of such higher percentage or expanded revenue base. City, at its sole discretion, has the option to, as applicable: (i) increase the License Fee to a higher percentage rate; or (ii) include other revenue categories set forth in the agreement Licensee has with other entity located in the State of Arizona.

Licensee agrees to promptly, after council action, pay as its new license fee the higher percentage or include the additional revenue categories.

3.2. Reductions/Offsets/Credits. Licensee is entitled to reductions in payments of License Fees, including by retention of License Fees collected from Subscribers, as provided in Section 12.6 of this Agreement and Title 9 of Arizona Revised Statutes. These include:

3.2.1. Other than License Fees on Gross Revenues authorized pursuant to Title 9 of Arizona Revised Statutes and this Agreement, any amounts Licensee paid to the City during the prior quarter for rental, application, construction, permit, inspection, inconvenience and other fees and charges related to Licensee's use of the Streets and Public Ways.

3.2.2. As provided in A.R.S. § 9-506(E), Licensee is authorized to retain License Fees from its Subscribers as and in the amount set forth from time to time in agreement(s) between the City and Licensee for in-kind cable service or payments.

3.3. Payment of License Fees. The payment of License Fees shall be made pursuant to the provisions of Chapter 10 of the Glendale City Code.

3.4. License Fees Audit and Underpayment/Overpayment.

3.4.1. The City is authorized to inspect and audit the records of Licensee pursuant to Chapter 10 of the Glendale City Code. If a City audit shows overpayments, City shall pay Licensee the overpaid amount as provided in Article VI of the Glendale City Code. If Licensee determines in an internal audit that it overpaid License Fees, Licensee may not take any offset for such overpayment(s) against License Fees without notifying the City and proposing a commensurate schedule for recoupment from subsequent quarterly payments of License Fees, without interest. If a City audit or an internal audit shows any underpayment, Licensee shall pay any underpayment within thirty (30) days and interest shall apply at one and one half percent (1.5%) per month from the date the amount was due.

3.4.2. Within fifteen (15) days after notice from Licensee that it contests an audit determination of License Fees under this Section, the City shall schedule an administrative hearing before an individual then serving as a hearing officer pursuant to Article VI of the Glendale City Code. For purposes of this Agreement, the term "taxpayer" in Article VI is replaced with the word "Licensee." The Licensee may be heard in person or by its authorized representative at such hearing. Hearings shall be conducted informally as to the order of proceeding and presentation of evidence. The hearing officer shall admit evidence over hearsay objections where the offered evidence has substantial probative value and reliability. Further, copies of records and documents prepared in the ordinary course of business may be admitted, without objection as to foundation, but subject to argument as to weight, admissibility, and authenticity. Summary accounting records may be admitted subject to satisfactory proof of the reliability of the summaries. In all cases, the decision of the hearing officer shall be made solely upon substantial and reliable evidence. All expenses incurred in the hearing shall be paid by the party incurring the same. Within fifteen (15) days after the conclusion of such hearing, the City shall issue a determination. The determination is subject to all review and appeal provided by

applicable law. If there is no person designated or serving as a hearing officer pursuant to Article VI of the Glendale City Code, then the process established pursuant to Chapter 10 of the Glendale City Code will be used.

4. City Channels.

4.1. City Channels. Licensee will provide the City the channel capacity for two (2) channels of educational or governmental access programming as required by federal and state law in the Basic Service Tier of the Cable System and two (2) channels of noncommercial governmental programming in the digital programming tier of the Cable System.

4.2. Government Channel. Licensee shall continue to make available in the Basic Service Tier at no charge to the City one (1) channel on the Cable System designated as a Government Channel to be used by City government officials and agencies. The Government Channel is for use by the City for non-commercial, informational programming regarding government activities and programs. If requested, Licensee shall make available the option for additional channels pursuant to Section 4.1 of this Agreement.

4.3. Education Channel. Licensee shall continue to make available in the Basic Service Tier at no cost to the City one (1) channel on the Cable System designated as an Education Channel. The Education Channel shall be used by the City for non-commercial, informational programming regarding educational activities and programs. If requested, Licensee shall make available the option for additional channels pursuant to Section 4.1 of this Agreement.

4.3.1. The operation of the Educational Access channel shall be the responsibility of the Educational Access Governing Board ("EAGB") or educational institution designated by the City to act as the EAGB which shall represent all elementary and secondary school districts, all colleges, and all private non-profit school systems as established by the Licensor. EAGB sets general policy on use of the educational access channel.

4.3.2. The executive committee, consistent with the rules and policies adopted by the EAGB, may arrange to utilize the facilities, equipment and personnel available for community programming to produce and program the educational access channel. These facilities, equipment and personnel shall be provided at cost to users approved by the EAGB or the executive committee.

4.4. Digital Channels.

4.4.1. Public Safety Channel. Licensee shall continue to make available in the digital programming tier at no cost to the City one (1) Public Safety Channel for downstream use by the City fire/police departments. At no cost to the City, Licensee shall secure the audio and video portions of the signal delivered over the Public Safety Channel so that the signal may only be received by specially-equipped converters. If requested, Licensee shall make available the option for an additional channel pursuant to Section 4.1 of this Agreement.

4.4.2. Additional Digital Channel. Within one hundred twenty (120) days of written request by the City, Licensee shall make available in the digital programming tier at no cost to the City one (1) channel to be designated as a secured Government, Public Service or Education Channel for use by the City for non-commercial, informational programming regarding government or educational activities and programs. Until the City has given notice to Licensee pursuant to this Subsection, the provisions of Section 4.9 do not apply to this channel.

4.4.3. Converters. Any additional specially-equipped converters or additional secured transmission equipment that Licensee elects to provide for the existing secured Public Safety Channel or for any additional secured Government or Public Safety Channel shall be provided for at the expense of the City in a separate agreement between the City and Licensee for in-kind cable service or payments.

4.5. Point of Origin. The City Channels shall each originate from a studio designated by the City within the corporate limits of the City. Licensee shall establish the connection to the Cable System necessary for each of the City Channels to originate from this location at no cost to the City. Upon a change in location of a studio, City shall pay Licensee its reasonable costs of labor and materials to establish a new connection from the cable system to the studio. Licensee shall incur costs and expenses to provide, maintain and operate facilities and equipment of the cable television system, including facilities and equipment for signal carriage, processing, reformatting and interconnection:

a: To connect the cable television system, as it may be relocated from time to time, to transmit programming to and from existing locations of public, educational or governmental access facilities and to allow monitoring of access programming at the facilities; and

b: To transmit public, educational and governmental access channels to subscribers with the same prevailing quality, functionality and identification as other channels.

4.6. Maintenance of Equipment. Licensee shall provide at no charge to the City prompt and regular periodic maintenance and replacement of any cables, amplifiers, and other distribution equipment owned by Licensee and used for the City Channels. The City shall provide and operate and maintain at its expense all other equipment and facilities necessary for operation of the City Channels.

4.7. Downstream Programming from Another City or Town. If the City elects to receive downstream programming from another city or town above and beyond that they have in place at the execution of this License, the City shall pay all costs incurred by Licensee in providing for the City to receive such programming. The City must obtain the necessary consents from the city or town that originated the programming before Licensee takes any steps to provide the City with such programming.

4.8. Location of Channels. Licensee may, in its sole discretion, determine the tier and channel location of the City Channels and the method for delivering these channels over the Cable System; provided that any decision that changes the locations of City Channels locations will be made in consultation with the City, and Licensee will use its best efforts to give a

reasonable period of notice not less than ninety (90) days. Licensee will provide at no charge to the City notice of the changed location channel in its printed or online materials as designated in the Subscriber Service Standards in Chapter 10 of the Glendale City Code within the time periods specified for notice to Subscribers.

4.9. Unused Capacity. Licensee may utilize unused capacity on the City Channels for any purpose under rules and procedures that the City shall establish. Licensee and the City will annually review the use of the City Channels and, upon mutual agreement between Licensee and the City, the City may relinquish one or more of the City Channels to Licensee for use as Licensee sees fit.

4.10. Mosaic. Licensee, at its sole discretion, may elect to utilize a mosaic, a collection of channels displayed on a single TV screen, to display Access Channels.

4.10. On Demand Content. City and Licensee have reached an understanding that Licensee and the City agree to work in good faith to attempt to reach agreement on additional in-kind services as permitted by A.R.S. § 9-506(E) on an arrangement in which Licensee will place reasonable amounts of educational or governmental content (as determined by Licensee) on Licensee's network in the form of "on demand" programming. The City and Licensee agree that the agreement between them that may ensue is neither part of, nor entered into as a condition of City issuing or Licensee being issued, this License.

5. Services to the City.

5.1. Services to City. If and when any of the City facilities are within 4,000 feet of an activated Remote Terminal capable of providing Cable Service, Licensee shall provide at its own expense and subject to offset against the License Fee, full Basic Digital Cable Service to any existing or future building and/or facility.

Upon request by the City Manager, Licensee shall provide full Basic Digital Service at no monthly charge to the City offices and buildings of the City and public schools provided that no other provider will also be providing Cable Service to that location and that the office or building is within 4,000 feet of an activated Remote Terminal capable of providing Cable Service. Upon written request from the City Manager, at no charge to the City, Licensee shall provide the full Basic Digital Service tier to future City offices, buildings and public schools, provided that no other provider will also be providing Cable Service to those locations and that the office or building or school is within 4,000 feet of an activated Remote Terminal capable of providing Cable Service, with the exception of providing these services for monitoring the quality of the Cities Government Channels These services shall continue to be provided at no cost to the City and installed in a timely manner.

Absent a showing by Licensee to City Manager of unusual circumstances, which may include street crossing or plant extensions, any service to City offices or buildings shall be accomplished within ten (10) days of the written request for service or, if later in the case of a City office of building not owned or leased by the City, after owner's execution of any necessary easement or lease documents.

6. **Required Service; System Design and Capacity.**

6.1. System Design. Licensee's Cable Service is delivered over fiber and/or copper facilities and is an Ethernet-based, switched digital service.

6.2. System Capacity. The channel capacity of the Cable System is expandable as future needs arise. At a minimum, system capacity of 750 MHz must be available for signal transmission on the Cable System.

7. **Changes in Cable Technology.**

7.1. Periodic Meetings. The City and Licensee will meet periodically but at least every three (3) years or upon the written request of either to discuss changes in cable television laws, regulations, technology, competing services, the needs of the community, and other factors impacting cable television. As a result of these discussions, this License may be modified by mutual agreement of the City and Licensee to respond to a change in laws, regulations, technology, competing services, the needs of the community, or other factors affecting cable television.

7.2. Certain Conditions. If any of the following conditions occur, and upon written request of either Licensee or the City, the City Manager and Licensee will meet and discuss in good faith the terms of a mutually agreeable amendment to this License:

7.2.1. Cable Service similar to the Cable Service offered by Licensee is provided by any Competitor that is not subject to similar licensing requirements of the City; or

7.2.2. Any other significant event occurs, including but not limited to changes of federal or state law or a final non-appealable order or judgment by a court of competent jurisdiction, which either the City or Licensee believes may affect the current terms and conditions of this License.

7.3. Purpose. The purpose of the meetings set forth in this Section is to use best efforts to reach mutually acceptable agreement for recommendation to the City Council for proposed action on amendments to this License to relieve the City or Licensee from any commercial impracticability that arises during the term of this License. This Section 7 is intended to facilitate a process whereby the parties may reach a mutually acceptable agreement to amend this License, but does not require that this License be amended.

8. **Line Extension.**

8.1. Whenever Licensee receives a request for service from a potential Subscriber within the City and where there are at least 250 Living Units located within four thousand (4000) cable feet of a potential Remote Terminal site, Licensee shall extend its Cable System to such potential Subscriber(s) at no cost to said potential Subscriber(s); provided that the provisions of this section 8 shall only apply after the first date by which Licensee is providing Cable Service to more than fifty percent (50%) of all Subscribers receiving cable service within the City.

8.2. When the Licensee meets the threshold in Section 8.1 above, the parties will negotiate a reasonable timeframe to complete construction to all Subscribers, provided that in no event shall such construction schedule exceed five (5) years.

9. **Service Drops.**

9.1. **Standard Drop.** Licensee shall make Cable Service available to any single family residence or any commercial establishment within the City at the standard connection charge if the connection requires a Standard Drop.

9.2. **Bulk Billing.** Licensee may offer bulk billing service, but may not require a bulk billing agreement as a condition of providing service, when the Person requesting service pays to Licensee the applicable amount(s) set forth in Section 9.2 above.

10. **Construction Requirements and Technical Standards.** Licensee shall construct, install, operate, and maintain its system in a manner such that it operates at all times consistent with all laws, the construction standards of the City, and the FCC Rules and Regulations, Part 76 SubPart K (Technical Standards), as amended from time to time. In addition, the City may at any time conduct independent measurements of the Cable System.

11. **Emergency Service.** In accordance with the provisions of FCC Rules and Regulations Part 11, SubPart D, Section 11.51(h)(I), as they may from time to time be amended, Licensee shall install and maintain an Emergency Alert System and shall transmit all Emergency Act Notifications and Emergency Act Terminations relating to local and state-wide situations as may be designated to be an emergency by the Local Primary, the State Primary and/or the State Emergency Operations Center, as those authorities are identified and defined within FCC Rules and Regulations, Part 11.

12. **Use of Streets and Public Ways.**

12.1. **Location of Licensee's Property.** Any poles, wires, cable lines, conduits, or other properties of Licensee to be constructed or installed in Streets and Public Ways shall be so constructed or installed only at such locations and in such manner approved by the City consistent with the City's technical and permitting regulations. Licensee or its authorized contractors will obtain any required permits before any physical work is done in the City's rights of- way or on City-owned property.

12.2. **City Authority to Regulate Construction.** City has the authority to regulate the time or location of construction to assure and preserve effective traffic flow, prevent hazardous road conditions, and to minimize notice impacts or any other public purpose.

12.3. **Undergrounding.**

12.3.1. Licensee shall be required to place all of its new Facilities underground. Licensee may not move any underground Facilities to poles. Licensee may not install any poles. If installation underground makes it not commercially feasible for Licensee to comply with its line

extension obligations under Section 8, Licensee is to that extent relieved of its obligations under Section 8.

12.3.2. Subject to later undergrounding as required in this Section 12.3, Licensee may replace existing aerial Facilities with Facilities that are no larger in cross-section than the existing aerial Facilities and for which Licensee shall obtain all applicable necessary construction permits. Nothing contained in this Section 12.3 requires Licensee to construct, operate, and maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, stand-by and other power supplies, network reliability units, pedestals, or other related equipment.

12.3.2.1. Where aerial Facilities of other utilities in the same span are placed underground, Licensee shall concurrently (or earlier) place its existing aerial Facilities underground.

12.3.2.2. Such undergrounding shall be at Licensee's own expense, except to the extent that (i) public funds are designated specifically to compensate Licensee therefor or (ii) third-party (such as but not limited to a developer) funds are made available to compensate Licensee therefor. That one or more other utilities with prior existing rights to the Streets and Public Ways are eligible for and granted public funds because they hold prior rights does not entitle Licensee to specific designation of public funds for changes required by undergrounding.

12.3.3. All new underground wires or cable placed by Licensee after the Effective Date shall be placed in conduit per Glendale city code 32.9, except for Standard Drops (and any extensions thereof). A Standard Drop emplaced under a previously paved street shall be installed in conduit.

12.4. Changes Required by Public Improvements. Licensee shall comply with Chapter 10 of the Glendale City Code. Any removal or relocation made thereunder shall be paid for by Licensee, except to the extent that (i) public funds are designated specifically to compensate Licensee therefor or (ii) third-party (such as but not limited to a developer) funds are made available to compensate Licensee therefor. That one or more other utilities with prior existing rights to the Streets and Public Ways are eligible for and granted public funds because they hold prior rights does not entitle Licensee to specific designation of public funds for changes required by public improvements.

12.5. Street Repair. If Licensee causes damage to pavement, sidewalks, driveways, landscaping, or other property during construction, installation, or repair of its Facilities, Licensee or its authorized agent shall replace and restore such places in compliance with Glendale City Code Chapter 10 and/or any future amended section thereof.

12.6. Offset or Credit. If the City imposes requirements for repairing and restoring damage to pavement, sidewalks, driveways, landscaping or other property caused by Licensee that Licensee believes exceed the standard specified in Section 12.5, Licensee may assert an offset or credit with respect to License Fees for the increased cost of repair or restoration that is attributable to the excessive standard only if:

a: Licensee has given the City written notice identifying the specific requirement that exceeds the standard specified in Section 12.5 for which it asserts an offset or credit and any excess cost for which Licensee asserts an offset or credit was incurred no more than one hundred eighty (180) days before Licensee gave the City written notice identifying the specific requirement that exceeds the standard specified in Section 12.5;
and

b: Licensee has given the City written notice identifying the specific requirement that exceeds the standard specified in Section 12.5 no later than the first time Licensee submits an itemized report to the City under Chapter 10 of the Glendale City Code identifying an offset associated with that specific requirement.

12.7. Permitting.

12.7.1. For all permits applied for by Licensee, the City agrees to act timely and in any event in accordance with any timelines established by the City for permit issuance. Where changes are identified by Licensee after the issuance of a permit and during the construction phase, Licensee shall apply for a permit revision if required by the City.

12.7.2. On application, the City shall grant Licensee an Annual Maintenance Permit ("AMP"). The AMP shall authorize Licensee access to its existing Facilities and shall be on parity with permits granted to other utilities and shall be negotiated on an annual basis between Licensee and the City consistent with the City of Glendale Utility Manual.

12.7.3. On application, the City shall grant Licensee an Annual Emergency Permit ("AEP"). The AEP shall authorize Licensee emergency access to its existing Facilities and shall be on parity with permits issued to other utilities and shall be negotiated on an annual basis between Licensee and the City consistent with the City of Glendale Utility Permit Manual.

13. Service Provisions.

13.1. Service Standards. Licensee shall at all times satisfy FCC customer service standards, as amended from time to time by the FCC, and comply with Chapter 10 of the Glendale City Code. In accepting this License, Licensee accepts all customer service provisions in Chapter 10 of the Glendale City Code in effect at the time this License is granted and as subsequently amended by the City pursuant to its governmental powers, police powers and taxing authority.

13.2. Complaint Procedures. Licensee shall comply with the following Subscriber Complaint procedures.

13.2.1. Licensee shall ensure that all Subscribers and general citizens have recourse to a satisfactory process to submit complaints. Licensee shall respond to all Subscriber Complaints within a reasonable time. Licensee shall follow a written internal appeal procedure for disputes over Subscriber Complaints.

13.2.2. Licensee shall establish and maintain a written log listing all Subscriber Complaints. The written log shall include the name and telephone number, if given, of the Person making the complaint and Licensee's action on the complaint. The log shall be maintained by Licensee for three (3) years and, to the extent permitted by federal law, shall be available to the City Manager and the public for inspection upon request during Licensee's Normal Business Hours.

13.2.3. Licensee shall provide, in writing, upon request of the City Manager, details from its written log relating to any Subscriber Complaint.

13.2.4. Licensee shall timely reply to the City about any general citizen complaint that the City refers to Licensee.

13.3. Subscriber Solicitation Procedures.

13.3.1. All Licensee personnel, agents, and representatives, including subcontractors, shall wear a cable uniform or clearly display a photo-identification badge when acting on behalf of Licensee in the City.

13.3.2. Licensee shall afford each Subscriber of the Cable System a three (3)-day right of rescission for ordering installation of Cable Service from the Cable System provided that such right of rescission will end when physical installation of Cable System equipment on such Subscriber's premises begins.

13.4. Rights of Individuals. Licensee may not deny Cable Service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, sex, age, or disability; provided, however, that Licensee may not be required to provide Cable Services to any Person who does not pay the applicable line extension connection fee, fees for drops in excess of Standard Drops, and/or Cable Service charge(s). Licensee shall comply at all times with all other applicable federal, state, and local laws and regulations, as amended from time to time, relating to nondiscrimination.

14. Inspection of Records.

14.1. Inspection of Records. At all reasonable times and places, as related to determination of License compliance, Licensee shall permit any duly authorized representative of the City to examine any and all financial records kept or maintained by Licensee or under its control that reasonably relate to Licensee's accurate payment of License Fees.

14.2. Scope of Information. Unless otherwise specified, all of Licensee's recordkeeping and disclosure obligations include and are limited to information that reasonably relate to Licensee's accurate payment of License Fees. This does not include personally identifiable Subscriber information without the Subscriber's consent in violation of Section 631 of the Cable Communications Policy Act of 1984, as amended, 47 U.S.C. § 551.

14.3. Maps. Licensee shall at all times make and keep full and complete plans and records showing the exact location of all Cable System equipment installed or in use in Streets and Public Ways, and other places in the City and make them available to the City for review upon request. Upon request, Licensee shall provide the City Manager route maps or sets of maps drawn to scale, showing the location of Licensee's underground and above ground Facilities. Upon request, the City and Licensee shall provide the other with route maps or sets of maps drawn to scale, showing the location of their respective underground and above ground Facilities.

15. Insurance. Licensee shall maintain in full force and effect, at no cost and expense to the City, during the term of this License, commercial general liability insurance in the amount of five million dollars (\$5,000,000) combined single limit for bodily injury and property damage. The City shall be designated as an additional insured. Such insurance will not be cancelable except upon thirty (30) days prior written notice to the City. Upon written request, Licensee shall provide a certificate of insurance showing evidence of the coverage required by this Section. Licensee may self-insure the above-described policy coverages if Licensee or its parent is of sufficient financial standing to provide such insurance.

16. Letter of Credit.

16.1. Amount; Purpose. Within thirty (30) days after the effective date of this License, Licensee shall deposit with the City an irrevocable letter of credit in an amount not to exceed forty thousand dollars (\$40,000) (replenishable as specified in Section 16.3 below) issued by a federally insured commercial lending institution. The form and substance of said letter of credit will be used to assure (a) the faithful performance by Licensee of all provisions of this License; (b) compliance with all orders, permits, and directions of any Department of the City having jurisdiction over Licensee's acts or defaults under this License; and (c) Licensee's payment of any penalties, liquidated damages, claims, liens, and taxes due to the City that arise by reason of the construction, operation, or maintenance of the Cable System, including cost of removal or abandonment of any of Licensee's property.

16.2. Drawing on Letter of Credit. The letter of credit may be drawn upon by the City by presentation of a draft at sight on the lending institution, accompanied by a written certificate signed by the City Manager certifying that Licensee has been found, under Sections 19 through 22 below, to have failed to comply with this License, stating the nature of noncompliance, and stating the amount being drawn. The rights reserved to the City with respect to the letter of credit are in addition to all other rights of the City, whether reserved by this License or authorized by law, and no action proceeding against a letter of credit will affect any other right the City may have.

16.3. Replenishing. The letter of credit shall be structured in such a manner so that if the City at any time draws upon the letter of credit, upon notice to Licensee by the issuing lending institution, Licensee shall immediately increase the amount of available credit by the amount necessary to replenish that portion of the available credit exhausted by the honoring of the City's draft; provided, however the maximum amount available to be drawn on this letter of credit for anyone event shall not exceed forty thousand dollars (\$40,000). The intent of this Section is to

make available to the City at all times a letter of credit in the amount of forty thousand dollars (\$40,000).

17. **Liquidated Damages.** In accordance with Section 10-92 of the Glendale City Code, Licensee agrees to the liquidated damages set forth below and chargeable to the letter of credit for the following:

1. Failure to provide a cable connection in a line extension area within the time(s) set forth in this License - fifty dollars (\$50) a day;
2. Failure to properly restore the Streets and Public Ways or to correct related violations of specifications, code, or standards after having been notified to correct such defects - six hundred dollars (\$600) a day;
3. Failure to comply with Subscriber service standards as required by this License - one hundred fifty dollars (\$100) a day;
4. Failure to test and report on the performance of the Cable System as required by this License - one hundred fifty dollars (\$100) a day; and
5. Failure to cure any other violation of this License, following notice and an opportunity to cure - one hundred fifty dollars (\$150) per occurrence.

18. **Notice of Violation; Right to Cure or Respond.** In the event that the City believes that Licensee has not complied with the terms of this License, the City shall informally discuss the matter with Licensee. If these discussions do not lead to resolution of the issue, the City shall notify Licensee in writing of the exact nature of the alleged noncompliance. Licensee shall have thirty (30) days from receipt of the notice of violation: (a) to respond to the City, contesting the assertion of noncompliance; (b) to cure such default; or (c) if, by the nature of default, such default cannot be cured within the thirty (30)-day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

19. **Public Hearing.** If Licensee fails to respond to the notice described in Section 18 pursuant to the procedures set forth therein, or if the alleged default is not cured within thirty (30) days after the date projected pursuant to Section 18(c) above, if the City intends to continue its assertion of, and investigation into, the alleged default, then the City shall schedule an informal public hearing to investigate the default and thereafter to proceed under the respective terms and conditions of Glendale City Code Sections 10-91 (revocation), 10-92 (liquidated damages) or 10-93 (underpayment of license fees). The City shall provide Licensee at least ten (10) days' prior written notice of such informal hearing, which notice shall specify the time, place and purpose of such hearing. At any subsequent hearing that the City elects to pursue under Sections 10-91 through 10-93, Licensee shall be afforded full due process, including without limitation, an opportunity to be heard, to present evidence, to require the production of evidence, to question witnesses, and to obtain a transcript of the proceeding.

20 & 21 [intentionally omitted]

22. **Effect of Expiration, Revocation or Termination of License.**

22.1. **Continuity of Service.** It is the right of all Subscribers to continue receiving Cable Service as long as their financial and other obligations to Licensee are honored. If this License expires or terminates, Licensee shall cooperate with the City to ensure continuity of Cable Service to all Subscribers for a period not to exceed ninety (90) days. Said period may be extended by written agreement between the City and Licensee. During such period, Licensee shall be entitled to the revenues for operating the Cable System.

22.2. **Other Services.** Upon expiration, revocation, or termination of this License for any reason, Licensee shall have one hundred eighty (180) days from the date of expiration, revocation, or termination to enter into good faith negotiations with the City or other governmental authority to obtain a license, permit, or other approval or agreement that may then lawfully be required in order to allow Licensee to continue using Licensee's Facilities in the Streets and Public Ways for any lawful service other than Cable Service that Licensee may then provide over its Facilities in the License Area.

22.3. **Holding Over.** In any circumstance whereby Licensee would continue to occupy the Streets and Public Ways after the expiration of this Agreement, such holding over shall be deemed to operate as a renewal or extension of this Agreement on a month-to-month basis that may be terminated at any time by the City upon sixty (60) days' written notice to Licensee, or by Licensee upon sixty (60) days' written notice to the City.

23. **Transfers.**

23.1. **Prior Consent.** Except as otherwise provided in Chapter 10 of the Glendale City Code and as set forth in Section 23.2, Licensee's right, title, or interest in this License may not be sold, transferred, assigned, or otherwise encumbered. Notwithstanding Chapter 10, no consent of the City is required for a (a) transfer to an Affiliate of Licensee or (b) transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Licensee in the License or Cable System in order to secure indebtedness.

23.2. **Notice.** Within thirty (30) days after receiving a request for consent to a transfer for which City consent is required, City shall notify Licensee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If City has not taken action on Licensee's request for transfer within one hundred twenty days after receiving such request, consent by City will be deemed given.

23.3 **Grant, Rent, or Lease.** As long as a grant, rent, or lease of all or a portion of the Cable System does not amount to a transfer, Licensee in the normal course of providing Cable Services or other telecommunication services may grant, rent, or lease use of the Cable System to other Persons. Nonetheless, City shall not be prevented from imposing on such Persons additional conditions authorized by applicable law, including additional compensation and conditions for use of the Streets and Public Ways for purposes other than providing Cable

Services. Any such use shall be restricted to and consistent with such uses as Licensee is authorized in this License or under other applicable law. Any such use shall be in compliance with applicable federal and state law. No such grant, lease, or rent by Licensee will, however, relieve Licensee of any requirement or obligation under this License as to its use of the Streets and Public Ways.

24. **Controlling Authorities.** Licensee agrees to comply with the terms of any lawfully adopted generally applicable City ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits to or expanding the obligations placed upon Licensee that are contained in this License. In the event of a conflict between any ordinance or Glendale City Code provision and this License, this License shall control.

25. **Licensee's Representations and Warranties.**

25.1. **Authority.** Licensee represents and warrants that it has the power and authority to enter into this License by and through the representative who has signed this License on its behalf, and that it has the power and ability to do all the acts required of it by this License.

25.2. **Misrepresentation.** Licensee has not misrepresented or omitted material facts, has not accepted this License with intent to act contrary to the provisions herein, and represents and warrants that, as long as it operates the Cable System, it will be bound by the terms and conditions of this License or a subsequently issued license.

25.3. **Attorneys.** Licensee further acknowledges that it was represented throughout the negotiations of this License by its own attorneys and had opportunity to consult with its own attorneys about its rights and obligations regarding this License.

26. **Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees.

27. **Confidentiality.** This Agreement and any information obtained between the parties during its term, are subject to the Arizona Public Records Law, A.R.S. § 39-121 *et seq.* The City will provide notice as promptly as practical to Licensee of any public records request made which includes Confidential Information provided to the City. Licensee shall have five (5) business days to obtain relief in the form of an order from the Maricopa County Superior Court or, only in a case where a question of federal law is presented, the United States District Court for the District of Arizona setting forth what Confidential Information is not subject to disclosure pursuant to the Arizona Public Records Law or all Information provided by Licensee including Confidential Information will be disclosed without liability or obligation by the City. The City will not initiate, support, represent or defend, or be responsible any legal action to prevent disclosure of any Confidential Information or other information provided by owner whether marked "Confidential" or not. Nor will City be liable for attorneys' fees and/or any other costs or expenses of any nature whatsoever in directly or indirectly asserting or directly or indirectly defending the right of Licensee to keep any Confidential Information from public disclosure pursuant to the Arizona Public Records Law.

28. **Conflict of Interest.** Licensee acknowledges that this License is subject to A.R.S. § 38-511.

29. **General Provisions.**

29.1. **Filings.** When not otherwise prescribed herein, all matters that this License requires to be filed with the City shall be filed with the office of the City Clerk.

29.2. **Force Majeure.**

29.2.1. Licensee shall not be held in default under, or in noncompliance with, the provisions of this License, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation, or revocation of this License) where such alleged noncompliance or default occurred or was caused by an act of God, an act or omission of governmental military or civilian authority, strike or lockout, riot, epidemic or quarantine, war, earthquake, fire, flood, tidal wave, unusually severe rain, wind, or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, terrorist acts, governmental, administrative or judicial order or regulation or other circumstances that could not have been avoided through Licensee's exercise of reasonable care, prudence and diligence. This provision includes work delays caused by waiting for utility providers to service or monitor their own above-ground or underground facilities to which Licensee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

29.2.2. Furthermore, the parties hereby agree that it is not the City's intention to subject Licensee to penalties, fines, forfeitures, or revocation of the License for so-called "technical" breach(es) or violation(s) of this License, which include but are not limited to the following: (i) in instances or for matters where a violation or a breach by Licensee of the License was good faith error that resulted in no or minimal negative impact on the Subscribers within the License Area or (ii) where strict performance with the terms of the License would result in practical difficulties and hardship to Licensee that outweigh the benefit to be derived by the City and/or Subscribers.

29.3. **Governing Law; Venue.** This License is subject to, and shall be governed by, all requirements of the Cable Act as amended from time to time the provisions of, A. R. S. §§ 9-505 through 9-510, as amended from time to time, and by other federal and state laws and regulations governing cable communications as amended from time to time. In a conflict between the terms and conditions of this License and the terms and conditions on which the City can grant a license, federal and state law shall control. Proper venue is in the Superior Court of Maricopa County or the United States District Court for the District of Arizona.

29.4. **Amendments.** This License may be modified only through a written amendment executed by authorized persons for both parties. Any such changes, including unauthorized written amendments, shall be void and without effect.

29.5. Severability. If any Section, sentence, paragraph, term, or provision of this License or any ordinance, regulation, law, or document incorporated herein by reference is held to be illegal, invalid, unconstitutional, or unenforceable, by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions hereof all of which shall remain in full force and effect for the term of this License.

29.6. Notice. Unless otherwise provided for in this License, all notices to be given hereunder shall be given in writing and may be hand delivered or given by certified first class mail, postage prepaid addressed to the parties at the addresses set forth below. Such notices will be deemed served and effective when delivered to the designated persons listed below during ordinary business hours or on the date of delivery by U.S. Mail registered or certified return receipt requested.

To Licensee: Qwest Broadband Services, Inc.
d/b/a CenturyLink
1801 California Street
10th Fl.
Denver, CO 80202
Attn: Public Policy

With a copy, which is not notice, to: Qwest Broadband Services, Inc.
d/b/a CenturyLink
20 East Thomas Rd., 1st Fl.
Phoenix, AZ 85012

To the City: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attn: City Manager

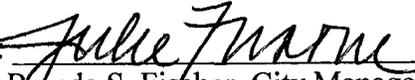
With a copy, which is not notice, to: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attn: City Attorney

29.7. Headings. The headings contained herein are intended solely to facilitate the reading thereof. Such headings shall not affect the meaning or interpretation of the text herein.

29.8. Integration; Acquired Licenses. This License constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation, drafts, discussion outlines, correspondence, memoranda, or otherwise regarding the subject matter hereof. This License hereby preempts and cancels any other license agreements granted by the City that are acquired by Licensee through the purchase or acquisition of other Cable Systems and/or cable operators. Upon completion of an acquisition the terms of this License shall govern Licensee's newly acquired Cable System(s) or cable operation(s).

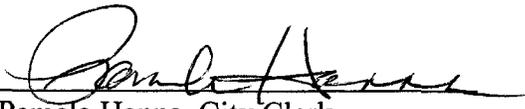
IN WITNESS WHEREOF, the parties have executed this License on the dates below to be effective as of the Effective Date.

CITY OF GLENDALE

By: 
Brenda S. Fischer, City Manager

Date: 09/16/14

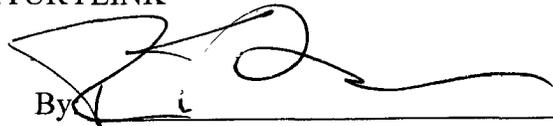
ATTEST:


Pamela Hanna, City Clerk

APPROVED AS TO FORM:


Michael D. Bailey, City Attorney

QWEST BROADBAND SERVICES, INC. D/B/A
CENTURYLINK

By: 
R. Steven Davis
Exec. VP Public Policy

Date: 10/7/14