ORDINANCE NO. ______

AN ORDINANCE TO GRANT A FRANCHISE TO UNITI FIBER, LLC, AS
A TELECOMMUNICATION AND FIBER OPTICS SERVICE PROVIDER;
TO PERMIT THE USE OF RIGHTS-OF-WAY AND AIRSPACE WITHIN
THE CORPORATE LIMITS OF THE CITY OF LITTLE ROCK,
ARKANSAS; TO RESERVE FOR BOTH PARTIES THE RIGHT TO SEEK
MODIFICATIONS OF THIS AGREEMENT AS MAY BE REQUIRED BY
CHANGES IN FEDERAL OR STATE LAW; TO DECLARE AN
EMERGENCY; AND FOR OTHER PURPOSES.

WHEREAS, Uniti Fiber, LLC (“Uniti”), is a Fiber Optic Telecommunications Network that intends
to provide fiber optic, cable telecommunications and other services, through a network for users within the
corporate limits of the City of Little Rock, Arkansas (“the City”); and,

WHEREAS, in order to provide these services Uniti, like other such providers, will need access to the
streets, alleys, airways and other public rights-of-way within the corporate limits of the City; and,

WHEREAS, pursuant to the agreement that is incorporated in this ordinance the City is allowed, and
does, assess a Franchise Fee as a rental payment which Uniti agrees to pay.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF THE CITY
OF LITTLE ROCK, ARKANSAS:

Section 1. Uniti is hereby granted a Non-Exclusive Franchise to occupy City streets, alleys, airways
and other public rights-of-way within the corporate limits of the City, pursuant to Regulations and Statutes
of the Federal Government, the State of Arkansas, and the City.

Section 2. The terms and conditions of this franchise include the following:

UNITI FIBER LLC

TELECOMMUNICATIONS NETWORK

FRANCHISE AGREEMENT

This Agreement is entered into this ______ day of March, 2022, between the City of Little Rock,
Arkansas, a municipal corporation duly organized pursuant to the laws of the State of Arkansas,
and Uniti Fiber, LLC, a limited-liability corporation duly organized pursuant to the laws of the
State of Delaware, and authorized to do business in the State of Arkansas,
**WITNESSETH**

WHEREAS, the City of Little Rock, Arkansas (the "City"), recognizes that telecommunications services are essential to health, safety, welfare and economic development of the businesses, residents and of the City; and,

WHEREAS, Uniti Fiber, LLC, a limited-liability corporation organized pursuant to the laws of the State of Delaware (hereafter "the Company") and licensed to do business in the State of Arkansas, has asked for a Franchise to use the public rights-of-way including, but not limited to, streets, alleys, sidewalks and air rights (to the extent air rights are related to facilities attached to or between poles) that belong to the City, to install conduit, fiber optic cable and a telecommunications network that will facilitate the connection of businesses, residences and public agencies located within the City to a telecommunications network; and,

WHEREAS, the parties agree that the Company is a utility with which a written Franchise Agreement may be entered into pursuant to A.C.A. 14-200-101.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AND AGREEMENTS SET FORTH BELOW, THE PARTIES DO HEREBY CONTRACT AND AGREE AS FOLLOWS:

**DEFINITIONS**

1. **Event of Default.** The events set forth in this Agreement that are a basis for the involuntary termination of this Franchise.

2. **Fiber Optic Telecommunications Network, Network or Telecommunications Network.** The Company’s system of cables, wires, lines, towers, wave guides, optic fiber, microwave, laser beams, and any associated converters, equipment, and facilities designed and constructed for the purpose of producing, receiving, amplifying, or distributing, by audio, video, or other forms of electronic signals, authorized telecommunications services to or from subscribers or locations within or through the City.

3. **Gross Revenue.** All revenues, (excluding sales tax, extension, terminal equipment, toll, access, yellow pages and miscellaneous equipment revenues) collected by the Company: for local Intrastate Wireline Telecommunications Services provided by the Company and billed to its end user customers, in both respects, within the corporate limits of the City and from operation of the Company's Network installed pursuant to this Agreement. Notwithstanding the foregoing definition, the term Gross Revenues shall not include the following: (I) those revenues that the Company has received or will receive from another telecommunications service provider and
upon which the other telecommunications provider has paid or will pay a Franchise Fee; and
(2) revenues that the Company has received from its corporate parent, subsidiary, or an affiliate.

4. Public Rights-of-Way or City Rights-of-Way. Streets, avenues, alleys, bridges, viaducts,
rights-of-way, easements, grounds and other similar public places owned or controlled by,
leased to or granted to the City.

SECTION 1

GRANT OF AUTHORITY

1.1 Grant of Franchise. The Company is hereby granted a Franchise (the "Franchise") to
occupy and use the public rights-of-way and airways within and belonging to the City in order to
construct, operate, maintain, upgrade, repair and remove a Telecommunications Network subject
to the terms and conditions of this agreement.

1.2 Term of Agreement. This Agreement shall commence on March ___, 2022 and shall
continue in force in accordance with A.C.A. § 14-200-103 or unless the Franchise is terminated by
abandonment or by agreement of the Parties. Upon expiration or termination of the Franchise, all
rights and obligations of the Company granted under this Agreement shall cease.

1.3 Nonexclusive Franchise. The Franchise is nonexclusive. Nothing in this Agreement shall
limit or otherwise restrict the right of the City to enter into agreements with other companies for
use of the City’s rights-of-ways and airways.

1.4 Scope of Franchise. The scope of the Franchise awarded pursuant to this Agreement is
limited to the incorporated area of the City. The Parties agree that their entrance into this Agreement
is without prejudice to any positions they may have taken previously, or may take in the future, in
any legislative, regulatory, judicial, municipal, or other public forum addressing any matters,
including matters related to the same types of arrangements covered in this Agreement. This
Agreement does not give the Company any right to use or occupy any public right-of-way
controlled by a city utility unless agreed to by such utility.

1.5 Reservation of Authority. The City reserves the right to perform any necessary public
works or make any necessary public improvements to the City’s rights-of-ways or airways (to the
extent airways are related to facilities attached to or between poles) during the term of this
Agreement. If, as a result of any action by the City, or by any action authorized by the City for the
benefit of the public good, re-location of any of the Company's conduit or other facilities is required,
such relocation shall be accomplished at the sole expense of the Company. Nothing in this
Franchise shall be deemed a waiver of the City's right to require the Company to comply with all
applicable zoning and other applicable regulatory ordinances or to pay any reasonable permit fees
or to seek appropriate authorizations from the Company to perform any work in connection with
the Franchise. Should the City close, eliminate, or discontinue use of any public street during the term of this Franchise, or any renewal term, this Franchise shall cease with respect to such streets upon the date of final action by the City with respect to the closure, elimination or discontinuance of such streets.

1.6 Notice of Intention to Construct. The City has vested interest in assuring that any disruption of the flow of traffic, or the digging or creation of a trench in any of the streets, be kept to a minimum. In order to facilitate this interest, the City and the Company agree to the following:

1.6.1 Upon application by the Company for a construction permit to open the street, the City shall provide notice to other utilities in accordance with applicable ordinances of the City. During such time period provided the ordinance, the City shall withhold approval of any such permits so that any other public utility that desires to do so will be allowed to ask to simultaneously lay conduit, or other appropriate equipment, in any trench opened by the Company. The Director of Public Works may extend time for emergency situations if another public utility so desires. The Company will permit that public utility to simultaneously lay conduit, or other appropriate equipment, in any trench opened by the Company provided: (i) the other utility shares in the cost of opening and repairing the trench; and (ii) the utility’s desire to so participate does not unnecessarily delay the Company’s construction schedule.

1.6.2 The Company agrees that if, pursuant to a similar application from other public utilities, it receives notice from the City of a request for a permit to open the streets, the Company shall determine whether to participate in the opening of any trench by that utility and shall participate in such a project pursuant to the terms of this subsection.

1.6.3 For purposes of this subsection, "public utility" means any of the following entities operating within the City: gas provider, cable television company, electric service provider, interexchange, long distance or local exchange telecommunications services provider, any entity (including the State of Arkansas) operating a fiber optic telecommunications network in the City, Little Rock Water Commission, Little Rock Sanitary Sewer Committee, and any other entity laying pipes, cables, conduits, or wires on, over, or beneath City rights-of-way and that have a Franchise from the City.

SECTION 2
CONSTRUCTION REQUIREMENTS

2.1 Quality. All work involved in the construction, operation, maintenance, repair, upgrade, and removal of the Network that is permitted by this Franchise shall be performed in a safe, thorough, reliable manner using materials of good and durable quality in accordance with generally
accepted construction standards. If, at any time, it is determined by the City that any part of the
network is harmful to the health or safety of any person, then the Company shall at its own cost
and expense, promptly correct all such conditions. For purposes of this subsection, promptly shall
mean twenty-four (24) hours, or a longer period of time if and only if additional time is granted in
writing by the Director of Public Works acting with the advice and consent of the City Manager.

2.2 Aesthetic Construction Requirements. Before the Company constructs, extends or
replaces its Network, except in the case of minor maintenance as may be defined by the City, it
shall file with the City’s Director of Public Works a written work description, including scale
drawings, showing the Network’s location and, if applicable, estimated depth of the facilities. The
plans will be reviewed by the Director of Public Works and any comments will be provided to the
Company within ten (10) business days. The City agrees to expedite its review when conditions
warrant. Before the Company repairs its Network, the Company shall give notice to the City’s
Director of Public Works as to the time and location of the proposed repairs and obtain permits
required by the City Code. The Company will provide a thirty (30) day schedule of planned work
at the beginning of each month. When an emergency occurs, repairs shall be performed by the
Company and notice shall be given to the Director of Public Works within twenty-four (24) hours
following emergency repairs. Any construction project shall be completed within thirty (30) days
from the date that the Public Works Department issues any necessary permits, provided that the
Director of Public Works may allow reasonable extensions due to weather or Acts of God, or other
reasonable circumstances that in the sole discretion of the Director of Public Works justifies an
extension of the project target completion date. If the City requires the Company to remove, alter,
change, adapt, or conform its Network to enable any other person or entity to use, or to use with
greater convenience, the rights-of-way, or in connection with dedication or street buildout
requirements related to third party action, the Company shall be obligated to make such changes to
its Network only if said person or entity commits and post appropriate bond, if required by
Company, to reimburse the Company for any loss and expense which will be caused by or which
will arise out of such changes to the Company’s Network.

2.3 No Liability to the Company. Neither the City nor its Officers, employees, agent (except
independent contractors), attorneys or consultants shall have any liability, except in the case of
intentional acts or omissions of the City, to the Company for any liability as a result of any
disruption or damages to the Network that occur as a result of or in connection with any protection,
breaking through, street cave-in, movement, removal, alteration or relocation of any part of the
Network by or on behalf of the Company or the City in connection with any emergency public
work of any nature whatsoever, improvement, alteration of municipal structure, any change in the
grade or line of any street, or the elimination, discontinuation, and closing of any street, as provided
for in this Agreement. Except, however, the City shall reasonably attempt to avoid any damage to
the Company's Network and shall, except in emergency situations, provide reasonable notice to the
Company so as to allow the Company to protect its Network.

2.4 **New Construction or Extension of Facilities.** Before the Company constructs new
Network facilities or extends existing Network facilities, or before it uses Network facilities that
were in existence in the City prior to the effective date of this Agreement, the Company shall, as
reasonably possible, provide to the City’s Public Works Director its Network location data in
conformance with the City’s standards. The City shall be notified of any extension of the network,
construction, including other preparation for the extension of conduit or any facilities within public
rights-of-way (not including lateral connections under sidewalks that do not interfere with the
normal flow of traffic on the City streets or public rights-of-way for which permits have been
issued).

**SECTION 3**

**COMPENSATION TO THE CITY**

3.1 **Franchise Fees – Amount.**

3.1.1 The Company shall pay to the City Franchise Fees beginning with the calendar year
immediately following its generation of Gross Revenues, an amount equal to 5% of Gross Revenues
as defined in this Agreement. The rate shall be 5% unless or until agreed otherwise between the
parties or otherwise changed by law and shall be ratified annually by the City as appropriate. In
addition to the Franchise Fee, Company shall provide City, upon City's request, the exclusive use
of two (2) fiber pairs per each location where Company has installed fiber optic facilities that
include at least ninety-six (96) fibers. Company shall have no obligation to provide City any
Optronics, electronics, power or other services or facilities in connection with such two (2) fiber
pairs. City's exclusive use of the two (2) fiber pairs provided by Company shall be limited solely
to governmental functions and shall not be used directly or indirectly or made available directly or
indirectly for use by the public or for compensation.

3.1.2 The payment of a Franchise Fee by the Company in no way limits the right of the
City to charge fees for any permits the Company is required to obtain for any construction project;
nor does the payment of a Franchise Fee preclude the right of the City to assess a reasonable
Business License Fee.
3.2 Franchise Fees – Payment. All such payments of Franchise Fee required by this Section shall be made quarterly and, in any event, no later than fifteen (15) days after March 31st; June 30th; September 30th; and December 31st of each year.

3.3 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. All Franchise Fee payments shall be made pursuant to a form provided by and acceptable to the Finance Director and Treasurer of the City. No acceptance of any Franchise Fee payment by the City shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount, nor shall acceptance be deemed a release of any claim the City may have for further or additional sums payable pursuant to this Franchise. All amounts paid shall be subject to audit and recomputation by the City in accordance with the provisions of this Agreement.

3.4 Authority to Pass Franchise Fee Payments on to System End Users. To the extent provided by law, the Company is permitted to collect any franchise fee assessed by the City from its customers.

SECTION 4
OVERSIGHT AND REGULATION

4.1 The City’s Right of Oversight. The City shall have the right to oversee and periodically inspect the construction, operation, maintenance and upgrade of the Network, and all parts thereof, in accordance with the provisions of this Franchise and applicable law. The City reserves the right to adopt such rules, regulations, orders, or other directives governing the Company's construction and maintenance of the Network as it shall find necessary or appropriate in the exercise of its police power, and such other orders as the City shall find necessary or appropriate pursuant to and in furtherance of the purposes of this Franchise. The Company, without waiving its right to appeal or to seek a stay or injunctive relief, expressly agrees to comply with all rules, regulations, orders, or other directives issued pursuant to this Section. No rule, regulation, order, or other directive issued pursuant to this Section shall constitute an amendment to this Franchise.

4.2 Proprietary Information as Property of the Company. The City and the Company recognize that in order to comply with all the terms and conditions of this Franchise it may, on occasion, be necessary for the Company to provide the City access to certain proprietary information. To the extent that such information is individually noted and marked “Proprietary” by the Company, the City acknowledges that such information will always be considered to be in the sole custody and control of the Company, that the information will only be reviewed by the City and, that despite the immediate location of such material, the Company shall never be deemed to have provided it to the City for its possession and control nor to include such information as a part
of any public record. In the absence of a court order issued by a court of competent jurisdiction, or a subpoena duly issued according to law, should any person request access to such information solely upon the basis of State or Federal Freedom of Information Laws, the City shall immediately return the information to the Company with notice of the request, shall refuse access to the records to the requesting party, and shall complete any necessary review at the Company's office.

4.3 **Financial Reports.** The Company shall, subject to appropriate proprietary treatment and protection, make available to the City not later than three (3) months after the end of the Company's annual fiscal periods with respect to the period just ended: a copy of the Company's appropriate financial statements as necessary, which statements shall, unless otherwise agreed to by the City, be certified by the Company's Chief Financial Officer in accordance with generally accepted accounting principles; and a statement of the gross revenues subject to Franchise Fees under this Agreement and a calculation of fees due the City certified to be true and correct by the Company’s Chief Financial Officer. The parties shall mutually agree on the appropriate reporting format to be utilized by the Company.

SECTION 5

RESTRICTIONS AGAINST ASSIGNMENTS AND OTHER TRANSFERS

5.1 **Transfer of Franchise or Interest Therein.** The Company may not, except to a wholly owned subsidiary or entity under common ownership to Company, assign, sell, or transfer in any manner, in whole or in part, its right, title or interest in any part of the Network. The Company shall give notice to the City of any such assignment, sale, or transfer. The Company shall have the right to mortgage or pledge a portion or all of the Network in order to secure financing of the Company's operations obtained in the ordinary course of business of the Company. Notwithstanding the foregoing, no mortgage or pledge entered into by the Company shall relieve any person, including the Mortgagor or pledgor, of any of the terms and conditions of this Agreement. Should any person, including the Company, default or otherwise be deemed in violation of the terms of this Agreement, the City shall be permitted to exercise all its rights, privileges, and remedies pursuant to this Agreement.

SECTION 6

SPECIFIC RIGHTS AND REMEDIES

6.1 **Nonexclusive Remedies.** The Company agrees that the City shall have the specific rights and remedies set forth in this Agreement. These rights and remedies are in addition to and cumulative with any and all other rights or remedies, express or implied, now, or hereafter available.
to the City at law or in equity in order to enforce the provisions of this Franchise. Such rights and remedies shall not be exclusive, but each and every right and remedy specifically provided or otherwise existing or given ay be exercised from time to time and as often an in such order as may be deemed expedient by the City. The exercise of any such right or remedy by the City shall not release the Company from its obligations or any liability under this Franchise, except as expressly provided for in this Franchise or as necessary to avoid duplicative recovery from or payment by the Company or its Grantor.

6.2 Events of Default. The Company agrees that an Event of Default shall include, but shall not be limited to, any of the following acts or failure to act by the Company or any Affiliated Person:

6.2.1 Failure to obtain any applicable permits from the Public Works Department of the City before making material expansions to the Network.

6.2.2 Failure to supply insurance, bonds, or letters of credit as may be required by the City to assure the proper completion of any restoration or repair performed pursuant to the Franchise.

6.2.3 Failure to make any of the payments set forth in this Franchise.

6.2.4 Failure to pay any permit fees, or substantial failure to comply with any applicable rules, regulations, orders, or directives of the City as set forth in this agreement.

6.2.5 Failure to materially comply with agreed construction and repair schedules.

6.2.6 Filing of bankruptcy.

6.3 City Action upon Occurrence of an Event of Default. Upon the occurrence of an Event of Default under Section 6.2.1, 6.2.4, or 6.2.5 Company may be subjected to appropriate fines or penalties as provided by the City and with respect to Events of Default specified in Section 6.2.2, 6.2.3 or 6.2.6, the City may, in accordance with the procedures provided for in this Franchise:

6.3.1 Require the Company to take such actions as necessary to cure the Event of Default;

or

6.3.2 Seek money damages from the Company as compensation for such Event of Default or revoke the Franchise by termination of the Agreement.

6.4 Procedure to follow upon Breach. The City shall exercise the rights set forth in this Section in accordance with the following procedures:

6.4.1 The City Manager shall notify the Company, in writing, of an alleged Event of Default. This written notice shall set forth with reasonable specificity the facts the City believes are the basis for declaring that an Event of Default has occurred. The Company shall, within thirty (30) business days of the date the notice is postmarked, or such additional time as the City Manager may specify in the notice, cure the alleged Event of Default, or, in writing, present for review by the City
Manager a reasonable time frame and method to cure the Event of Default. The Company, in lieu
of the cure of the Event of Default as set forth herein, may, present written facts and arguments as
to why the Company disagrees that an Event of Default has occurred.

6.4.2 If the Company presents a written response that challenges whether an Event of Default
has occurred, the City Manager shall within ten (10) days review the submitted materials and
determine again whether an Event of Default has occurred. If the City Manager reaffirms that an
Event of Default has occurred, the Company shall be notified in writing of this decision and shall,
within thirty (30) days, cure the alleged Event of Default.

6.4.3 If the Company fails to cure the Event of Default so declared pursuant to this Section
within the time permitted by the City Manager, the City Manager shall prepare a written report to
the City Board of Directors and recommend action to be taken. If the City Board of Directors,
after consideration of this report, agrees that an Event of Default has occurred, it may order an
appropriate remedy as set forth in Section 6.

6.5 Removal. In addition to the rights under this Section, the City, upon any termination, may,
at its sole discretion, direct the Company to remove, at the Company's sole cost and expense, any,
or all of the Network from all streets, rights-of-way and other public property within the City,
subject to the following:

6.5.1 The City may determine that removal of buried fiber optic cable or conduit, is not
necessary.

6.5.2 In removing any part of the Network, the Company shall refill and compact, at its
own expense, any excavation that shall be made by it and shall leave all streets and other property
in as good a condition as that prevailing prior to the Company's removal of the Network.

6.5.3 The City shall have the right to inspect and approve the conditions of the streets and
public property after removal has occurred.

6.5.4 The removal shall commence within thirty (30) days of an order to remove issued by
the City Manager at the direction of the City Board of Directors.

6.5.5 Prior to the City’s exercise of this right, the Company’s mortgagees, pledgees, or other
persons providing financing to the Company shall have the right to cure the Company’s default
under this agreement. The City acknowledges that its right to direct the Company to remove the
Network provided herein shall be subject and subordinate to the rights of the Company’s
mortgagee, creditor, pledgee, or other person providing financing to the Company, as described in
the written documents evidencing the financing or the security therefore, provided that such
mortgagee, creditor, pledgee, or other person providing financing to the Company, complies with
the terms and conditions of this Agreement.
6.6 **Consent not to Waiver.** The grant or waiver of any one or more of the consents required by this Franchise shall not render unnecessary any subsequent consent, nor shall the grant of any such consent constitute a waiver of any other rights of the City and/or the Company.

**SECTION 7**

**SUBSEQUENT ACTION**

7.1 **Current Enforceability of Agreement.** The City and the Company agree that the execution of this Franchise and the terms and conditions are valid in their entirety.

7.2 **Indemnification.** The Company shall indemnify and hold harmless the City and all of its officers, agents, and employees from all suits, actions, or claims of any character, style, and description brought for or on account of any injuries or damages, including environmental damages, disruption of services or death, received or sustained by any person or any property occasioned by, arising out of, or in connection with the negligent acts or omissions of the Company regarding the erection, construction, location, replacement, reconstruction, maintenance, repair, or operation of the Company's Network, and the Company shall pay any judgments, interest, and costs which may be obtained against the City arising out of such injury or damage. If the franchise granted by this agreement is terminated or is not renewed, and the Company does not remove its facilities from the right-of-way, the Company shall continue to indemnify and hold harmless pursuant to this section as long as its facilities are located in the rights-of-way. The City at its option may defend any such action and the parties shall cooperate in any such defense.

**SECTION 8**

**MISCELLANEOUS**

8.1 **Controlling Law.** This Franchise shall be determined according to the laws of the State of Arkansas and venue and jurisdiction to challenge, contest, review, or otherwise subject its terms and conditions to litigation, shall occur in Little Rock, Pulaski County, Arkansas, or in the United States District Court for the Eastern District of Arkansas.

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

8.3 **Entire Agreement.** This Franchise, with its exhibits, comprises the entire agreement between the City and the Company for purposes of this Franchise.

8.4 **Burden of Proof.** In any disagreement upon the terms and conditions of this Franchise, the Company shall bear the burden of demonstrating its compliance with each term and condition of this Franchise for all purposes.

8.5 **No Coercion.** The Company and the City enter into this Franchise willingly and without coercion, undue influence, or duress.
8.6 **Multiple Originals.** This Franchise may be executed in any number of copies and any fully executed copy of this Franchise shall be deemed an original for purposes of authentication or presentation in evidence before any court or administrative tribunal.

8.7 **Notice.** Any notice or communication required in the administration of this Ordinance shall be sent by any method that assures overnight delivery and shall be addressed as follows:

**If to the City:**
(City Manager)
Office of the City Manager
500 West Markham Street, Room 203
Little Rock, Arkansas 72201

**If to the Company:**
Kelly A. McGriff
Vice President and Deputy General Counsel
Uniti Fiber, LLC
2101 Riverfront Drive
Little Rock, AR 72202
kelly.mcgriff@uniti.com

SECTION 9

**INSURANCE**

9.1 **Insurance.** The Company shall maintain the following insurance coverages and the respective policies thereof shall cover all risks related to and use the occupancy of the right-of-way and all other risks associated with this Franchise Agreement:

9.1.1 **Description of Insurance Coverage and Limits.**

9.1.1.1 **Commercial General Liability Insurance.** Two Million Dollars ($2,000,000) for each occurrence - coverage shall include the following: premises, operations, independent contractors, products/completed operations, personal injury, contractual liability, explosion/collapse/underground property damage. Insurance shall be provided on an occurrence basis, be as comprehensive as the current Insurance Services Office (ISO) Policy.

9.1.1.2 **Automobile Liability Insurance.** One Million Dollars ($1,000,000) each accident - coverage shall be on "any auto", including leased, hired, owned, non-owned and borrowed vehicles.

9.1.1.3 **Environmental Impairment Liability including Pollution Liability Insurance.** If it can reasonably be obtained in the amount of One Million Dollars ($1,000,000) each occurrence, this coverage is to be provided on an occurrence basis and it shall include claims arising from gradual emission and sudden accidents. Clean-up and defense costs shall be covered.

9.1.1.4 **Workers' Compensation Insurance Statutory Limits.** Employer's Liability - minimum Five Hundred Thousand Dollars ($500,000) for each accident/disease-each employee/disease- policy limit.
9.1.2 Other Insurance Related Requirements.

9.1.2.1 The City shall be an additional insured, by endorsement, on applicable insurance policies.

9.1.2.2 Applicable insurance policies shall be endorsed with a waiver of subrogation in favor of the City.

9.1.2.3 Insurers shall be authorized to do business in the State of Arkansas, or otherwise approved by the City, and such shall be acceptable to the City insofar as their financial strength and solvency are concerned.

9.1.2.4 The City shall be notified within a minimum of thirty (30) days prior to the insurer's action in the event of cancellation, non-renewal or material change coverage regarding any policy providing insurance coverage required in this agreement.

9.1.2.5 Full limits of insurance required in Subsection 9.1.1 of this section shall be available for claims arising out of this Agreement with the City.

9.1.2.6 Certificates of Insurance shall be provided by the Company to the City prior to commencement of operations pursuant to this Franchise. Any failure on part of the City to request such documentation shall not be construed as a waiver of insurance requirements specified herein.

9.1.2.7 The City shall be entitled, upon reasonable request, to review the insurance policies including endorsements thereto and, at its discretion, to require proof of payment for policy premiums.

9.1.2.8 The City reserves the right to revise insurance requirements specified herein and require the Company to comply therewith within sixty (60) days of the City's official notice of the revision.

9.1.2.9 The City shall not be responsible for paying the cost of insurance coverage required herein.

9.1.2.10 “Other insurance” as referenced in any policy of insurance providing coverages required herein shall not apply to the City.

9.1.2.11 The Company shall agree to either require its contractors to maintain the same insurance coverages and limits thereof as specified herein or such coverage on the Company’s contractors shall be provided by the Company.

WHEREUPON, the City and the Company, acting through their duly authorized officers and pursuant to appropriate authority granted by their respective Boards of Directors, do hereby execute this Agreement.

CITY OF LITTLE ROCK, ARKANSAS UNITI FIBER LLC

By: ___________________________ By: ___________________________

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Section 3. Because both the Federal Government and the State of Arkansas have jurisdiction over issues involved in this Franchise Agreement ("the Agreement"), and either entity may bring about changes in the laws, or in the regulations to enforce the laws, each party shall have the right to demand a review of the terms of this Agreement upon its conclusion that there has been a change in the law; further, if necessary to do so, and Uniti is not otherwise in default, the parties shall agree to such modification and, by amendment to this ordinance, incorporate it as a part of this Agreement.

Section 4. Uniti and the City certify that each has had the opportunity to have this agreement reviewed by respective counsel for their choice prior to execution, and that no term or provision of this Agreement shall be interpreted against any party based upon how the Agreement was drafted, or by whom it was drafted.

Section 5. Severability. In the event any title, section, paragraph, item, sentence, clause, phrase, or word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or adjudication shall not affect the remaining portions of the resolution which shall remain in full force and effect as if the portion so declared or adjudged invalid or unconstitutional was not originally a part of the resolution.

Section 6. Repealer. All laws, ordinances, resolutions, or parts of the same, that are inconsistent with the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

Section 7. Emergency Clause. The ability to quickly and appropriately provide corporate citizens, and residential citizens, the opportunity to use competitive Fiber Option Telecommunication and Cable Services, especially since the City of North Little Rock, Arkansas, has already granted a Franchise to Uniti in North Little Rock, Ark., Resolution No. 10,182 (December 27, 2021), and North Little Rock, Ark., Ordinance No. 9,418 (December 27, 2021), is essential to the public health, safety and welfare; an emergency is, therefore, declared to exist and this ordinance shall be in full force and effect from and after the date of its passage.

PASSED: March 1, 2022

ATTEST: ____________________________  APPROVED: ____________________________

Susan Langley, City Clerk                      Frank Scott, Jr., Mayor
APPROVED AS TO LEGAL FORM:

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Thomas M. Carpenter, City Attorney

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