



1 WITNESSETH

2  
3 **WHEREAS**, the City of Little Rock, Arkansas (the "City"), recognizes that  
4 telecommunications services are essential to health, safety, welfare and economic development of  
5 the businesses, residents and of the City; and,

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

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

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

18 DEFINITIONS

- 19  
20 **1. *Event of Default.*** The events set forth in this Agreement that are a basis for the involuntary  
21 termination of this Franchise.
- 22 **2. *Fiber Optic Telecommunications Network, Network or Telecommunications Network.*** The  
23 Company's system of cables, wires, lines, towers, wave guides, optic fiber, microwave, laser  
24 beams, and any associated converters, equipment, and facilities designed and constructed for  
25 the purpose of producing, receiving, amplifying, or distributing, by audio, video, or other forms  
26 of electronic signals, authorized telecommunications services to or from subscribers or  
27 locations within or through the City.
- 28 **3. *Gross Revenue.*** All revenues, (excluding sales tax, extension, terminal equipment, toll, access,  
29 yellow pages and miscellaneous equipment revenues) collected by the Company: for local  
30 Intrastate Wireline Telecommunications Services provided by the Company and billed to its  
31 end user customers, in both respects, within the corporate limits of the City and from operation  
32 of the Company's Network installed pursuant to this Agreement. Notwithstanding the foregoing  
33 definition, the term Gross Revenues shall not include the following: (I) those revenues that the  
34 Company has received or will receive from another telecommunications service provider and

1 upon which the other telecommunications provider has paid or will pay a Franchise Fee; and  
2 (2) revenues that the Company has received from its corporate parent, subsidiary, or an affiliate.

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

6 **SECTION 1**

7 **GRANT OF AUTHORITY**

8 **1.1 Grant of Franchise.** The Company is hereby granted a Franchise (the "Franchise") to  
9 occupy and use the public rights-of-way and airways within and belonging to the City in order to  
10 construct, operate, maintain, upgrade, repair and remove a Telecommunications Network subject  
11 to the terms and conditions of this agreement.

12 **1.2 Term of Agreement.** This Agreement shall commence on March \_\_\_\_, 2022 and shall  
13 continue in force in accordance with A.C.A. § 14-200-103 or unless the Franchise is terminated by  
14 abandonment or by agreement of the Parties. Upon expiration or termination of the Franchise, all  
15 rights and obligations of the Company granted under this Agreement shall cease.

16 **1.3 Nonexclusive Franchise.** The Franchise is nonexclusive. Nothing in this Agreement shall  
17 limit or otherwise restrict the right of the City to enter into agreements with other companies for  
18 use of the City's rights-of-ways and airways.

19 **1.4 Scope of Franchise.** The scope of the Franchise awarded pursuant to this Agreement is  
20 limited to the incorporated area of the City. The Parties agree that their entrance into this Agreement  
21 is without prejudice to any positions they may have taken previously, or may take in the future, in  
22 any legislative, regulatory, judicial, municipal, or other public forum addressing any matters,  
23 including matters related to the same types of arrangements covered in this Agreement. This  
24 Agreement does not give the Company any right to use or occupy any public right-of-way  
25 controlled by a city utility unless agreed to by such utility.

26 **1.5 Reservation of Authority.** The City reserves the right to perform any necessary public  
27 works or make any necessary public improvements to the City's rights-of-ways or airways (to the  
28 extent airways are related to facilities attached to or between poles) during the term of this  
29 Agreement. If, as a result of any action by the City, or by any action authorized by the City for the  
30 benefit of the public good, re-location of any of the Company's conduit or other facilities is required,  
31 such relocation shall be accomplished at the sole expense of the Company. Nothing in this  
32 Franchise shall be deemed a waiver of the City's right to require the Company to comply with all  
33 applicable zoning and other applicable regulatory ordinances or to pay any reasonable permit fees  
34 or to seek appropriate authorizations from the Company to perform any work in connection with

1 the Franchise. Should the City close, eliminate, or discontinue use of any public street during the  
2 term of this Franchise, or any renewal term, this Franchise shall cease with respect to such streets  
3 upon the date of final action by the City with respect to the closure, elimination or discontinuance  
4 of such streets.

5 **1.6 Notice of Intention to Construct.** The City has vested interest in assuring that any  
6 disruption of the flow of traffic, or the digging or creation of a trench in any of the streets, be kept  
7 to a minimum. In order to facilitate this interest, the City and the Company agree to the following:

8 **1.6.1** Upon application by the Company for a construction permit to open the street, the City  
9 shall provide notice to other utilities in accordance with applicable ordinances of the City. During  
10 such time period provided the ordinance, the City shall withhold approval of any such permits so  
11 that any other public utility that desires to do so will be allowed to ask to simultaneously lay  
12 conduit, or other appropriate equipment, in any trench opened by the Company. The Director of  
13 Public Works may extend time for emergency situations if another public utility so desires. The  
14 Company will permit that public utility to simultaneously lay conduit, or other appropriate  
15 equipment, in any trench opened by the Company provided: (i) the other utility shares in the cost  
16 of opening and repairing the trench; and (ii) the utility's desire to so participate does not  
17 unnecessarily delay the Company's construction schedule.

18 **1.6.2** The Company agrees that if, pursuant to a similar application from other public  
19 utilities, it receives notice from the City of a request for a permit to open the streets, the Company  
20 shall determine whether to participate in the opening of any trench by that utility and shall  
21 participate in such a project pursuant to the terms of this subsection.

22 **1.6.3** For purposes of this subsection, "public utility" means any of the following entities  
23 operating within the City: gas provider, cable television company, electric service provider,  
24 interexchange, long distance or local exchange telecommunications services provider, any entity  
25 (including the State of Arkansas) operating a fiber optic telecommunications network in the City,  
26 Little Rock Water Commission, Little Rock Sanitary Sewer Committee, and any other entity laying  
27 pipes, cables, conduits, or wires on, over, or beneath City rights-of-way and that have a Franchise  
28 from the City.

## 29 **SECTION 2**

### 30 **CONSTRUCTION REQUIREMENTS**

31  
32 **2.1 Quality.** All work involved in the construction, operation, maintenance, repair, upgrade,  
33 and removal of the Network that is permitted by this Franchise shall be performed in a safe,  
34 thorough, reliable manner using materials of good and durable quality in accordance with generally

1 accepted construction standards. If, at any time, it is determined by the City that any part of the  
2 network is harmful to the health or safety of any person, then the Company shall at its own cost  
3 and expense, promptly correct all such conditions. For purposes of this subsection, promptly shall  
4 mean twenty-four (24) hours, or a longer period of time if and only if additional time is granted in  
5 writing by the Director of Public Works acting with the advice and consent of the City Manager.

6 **2.2 Aesthetic Construction Requirements.** Before the Company constructs, extends or  
7 replaces its Network, except in the case of minor maintenance as may be defined by the City, it  
8 shall file with the City's Director of Public Works a written work description, including scale  
9 drawings, showing the Network's location and, if applicable, estimated depth of the facilities. The  
10 plans will be reviewed by the Director of Public Works and any comments will be provided to the  
11 Company within ten (10) business days. The City agrees to expedite its review when conditions  
12 warrant. Before the Company repairs its Network, the Company shall give notice to the City's  
13 Director of Public Works as to the time and location of the proposed repairs and obtain permits  
14 required by the City Code. The Company will provide a thirty (30) day schedule of planned work  
15 at the beginning of each month. When an emergency occurs, repairs shall be performed by the  
16 Company and notice shall be given to the Director of Public Works within twenty-four (24) hours  
17 following emergency repairs. Any construction project shall be completed within thirty (30) days  
18 from the date that the Public Works Department issues any necessary permits, provided that the  
19 Director of Public Works may allow reasonable extensions due to weather or Acts of God, or other  
20 reasonable circumstances that in the sole discretion of the Director of Public Works justifies an  
21 extension of the project target completion date. If the City requires the Company to remove, alter,  
22 change, adapt, or conform its Network to enable any other person or entity to use, or to use with  
23 greater convenience, the rights-of-way, or in connection with dedication or street buildout  
24 requirements related to third party action, the Company shall be obligated to make such changes to  
25 its Network only if said person or entity commits and post appropriate bond, if required by  
26 Company, to reimburse the Company for any loss and expense which will be caused by or which  
27 will arise out of such changes to the Company's Network.

28 **2.3 No Liability to the Company.** Neither the City nor its Officers, employees, agent (except  
29 independent contractors), attorneys or consultants shall have any liability, except in the case of  
30 intentional acts or omissions of the City, to the Company for any liability as a result of any  
31 disruption or damages to the Network that occur as a result of or in connection with any protection,  
32 breaking through, street cave-in, movement, removal, alteration or relocation of any part of the  
33 Network by or on behalf of the Company or the City in connection with any emergency public  
34 work of any nature whatsoever, improvement, alteration of municipal structure, any change in the

1 grade or line of any street, or the elimination, discontinuation, and closing of any street, as provided  
2 for in this Agreement. Except, however, the City shall reasonably attempt to avoid any damage to  
3 the Company's Network and shall, except in emergency situations, provide reasonable notice to the  
4 Company so as to allow the Company to protect its Network.

5 **2.4 New Construction or Extension of Facilities.** Before the Company constructs new  
6 Network facilities or extends existing Network facilities, or before it uses Network facilities that  
7 were in existence in the City prior to the effective date of this Agreement, the Company shall, as  
8 reasonably possible, provide to the City's Public Works Director its Network location data in  
9 conformance with the City's standards. The City shall be notified of any extension of the network,  
10 construction, including other preparation for the extension of conduit or any facilities within public  
11 rights-of-way (not including lateral connections under sidewalks that do not interfere with the  
12 normal flow of traffic on the City streets or public rights-of-way for which permits have been  
13 issued).

14 **SECTION 3**  
15 **COMPENSATION TO THE CITY**  
16

17 **3.1 Franchise Fees – Amount.**

18 **3.1.1** The Company shall pay to the City Franchise Fees beginning with the calendar year  
19 immediately following its generation of Gross Revenues, an amount equal to 5% of Gross Revenues  
20 as defined in this Agreement. The rate shall be 5% unless or until agreed otherwise between the  
21 parties or otherwise changed by law and shall be ratified annually by the City as appropriate. In  
22 addition to the Franchise Fee, Company shall provide City, upon City's request, the exclusive use  
23 of two (2) fiber pairs per each location where Company has installed fiber optic facilities that  
24 include at least ninety-six (96) fibers. Company shall have no obligation to provide City any  
25 Optronics, electronics, power or other services or facilities in connection with such two (2) fiber  
26 pairs. City's exclusive use of the two (2) fiber pairs provided by Company shall be limited solely  
27 to governmental functions and shall not be used directly or indirectly or made available directly or  
28 indirectly for use by the public or for compensation.

29 **3.1.2** The payment of a Franchise Fee by the Company in no way limits the right of the  
30 City to charge fees for any permits the Company is required to obtain for any construction project;  
31 nor does the payment of a Franchise Fee preclude the right of the City to assess a reasonable  
32 Business License Fee.



1 of any public record. In the absence of a court order issued by a court of competent jurisdiction, or  
2 a subpoena duly issued according to law, should any person request access to such information  
3 solely upon the basis of State or Federal Freedom of Information Laws, the City shall immediately  
4 return the information to the Company with notice of the request, shall refuse access to the records  
5 to the requesting party, and shall complete any necessary review at the Company's office.

6 **4.3 Financial Reports.** The Company shall, subject to appropriate proprietary treatment and  
7 protection, make available to the City not later than three (3) months after the end of the Company's  
8 annual fiscal periods with respect to the period just ended: a copy of the Company's appropriate  
9 financial statements as necessary, which statements shall, unless otherwise agreed to by the City,  
10 be certified by the Company's Chief Financial Officer in accordance with generally accepted  
11 accounting principles; and a statement of the gross revenues subject to Franchise Fees under this  
12 Agreement and a calculation of fees due the City certified to be true and correct by the Company's  
13 Chief Financial Officer. The parties shall mutually agree on the appropriate reporting format to be  
14 utilized by the Company.

## 15 SECTION 5

### 16 RESTRICTIONS AGAINST ASSIGNMENTS AND OTHER TRANSFERS

17  
18 **5.1 Transfer of Franchise or Interest Therein.** The Company may not, except to a wholly  
19 owned subsidiary or entity under common ownership to Company, assign, sell, or transfer in any  
20 manner, in whole or in part, its right, title or interest in any part of the Network. The Company shall  
21 give notice to the City of any such assignment, sale, or transfer. The Company shall have the right  
22 to mortgage or pledge a portion or all of the Network in order to secure financing of the Company's  
23 operations obtained in the ordinary course of business of the Company. Notwithstanding the  
24 foregoing, no mortgage or pledge entered into by the Company shall relieve any person, including  
25 the Mortgagor or pledgor, of any of the terms and conditions of this Agreement. Should any person,  
26 including the Company, default or otherwise be deemed in violation of the terms of this Agreement,  
27 the City shall be permitted to exercise all its rights, privileges, and remedies pursuant to this  
28 Agreement.

## 29 SECTION 6

### 30 SPECIFIC RIGHTS AND REMEDIES

31  
32 **6.1 Nonexclusive Remedies.** The Company agrees that the City shall have the specific rights  
33 and remedies set forth in this Agreement. These rights and remedies are in addition to and  
34 cumulative with any and all other rights or remedies, express or implied, now, or hereafter available



1 to the City at law or in equity in order to enforce the provisions of this Franchise. Such rights and  
2 remedies shall not be exclusive, but each and every right and remedy specifically provided or  
3 otherwise existing or given ay be exercised from time to time and as often an in such order as may  
4 be deemed expedient by the City. The exercise of any such right or remedy by the City shall not  
5 release the Company from its obligations or any liability under this Franchise, except as expressly  
6 provided for in this Franchise or as necessary to avoid duplicative recovery from or payment by the  
7 Company or its Grantor.

8 **6.2 Events of Default.** The Company agrees that an Event of Default shall include, but shall  
9 not be limited to, any of the following acts or failure to act by the Company or any Affiliated  
10 Person:

11 **6.2.1** Failure to obtain any applicable permits from the Public Works Department of the City  
12 before making material expansions to the Network.

13 **6.2.2** Failure to supply insurance, bonds, or letters of credit as may be required by the City  
14 to assure the proper completion of any restoration or repair performed pursuant to the Franchise.

15 **6.2.3** Failure to make any of the payments set forth in this Franchise.

16 **6.2.4** Failure to pay any permit fees, or substantial failure to comply with any applicable  
17 rules, regulations, orders, or directives of the City as set forth in this agreement.

18 **6.2.5** Failure to materially comply with agreed construction and repair schedules.

19 **6.2.6** Filing of bankruptcy.

20 **6.3 City Action upon Occurrence of an Event of Default.** Upon the occurrence of an Event  
21 of Default under Section 6.2.1, 6.2.4, or 6.2.5 Company may be subjected to appropriate fines or  
22 penalties as provided by the City and with respect to Events of Default specified in Section 6.2.2,  
23 6.2.3 or 6.2.6, the City may, in accordance with the procedures provided for in this Franchise:

24 **6.3.1** Require the Company to take such actions as necessary to cure the Event of Default;  
25 or

26 **6.3.2** Seek money damages from the Company as compensation for such Event of Default  
27 or revoke the Franchise by termination of the Agreement.

28 **6.4 Procedure to follow upon Breach.** The City shall exercise the rights set forth in this  
29 Section in accordance with the following procedures:

30 **6.4.1** The City Manager shall notify the Company, in writing, of an alleged Event of Default.  
31 This written notice shall set forth with reasonable specificity the facts the City believes are the basis  
32 for declaring that an Event of Default has occurred. The Company shall, within thirty (30) business  
33 days of the date the notice is postmarked, or such additional time as the City Manager may specify  
34 in the notice, cure the alleged Event of Default, or, in writing, present for review by the City

1 Manager a reasonable time frame and method to cure the Event of Default. The Company, in lieu  
2 of the cure of the Event of Default as set forth herein, may, present written facts and arguments as  
3 to why the Company disagrees that an Event of Default has occurred.

4 **6.4.2** If the Company presents a written response that challenges whether an Event of Default  
5 has occurred, the City Manager shall within ten (10) days review the submitted materials and  
6 determine again whether an Event of Default has occurred. If the City Manager reaffirms that an  
7 Event of Default has occurred, the Company shall be notified in writing of this decision and shall,  
8 within thirty (30) days, cure the alleged Event of Default.

9 **6.4.3** If the Company fails to cure the Event of Default so declared pursuant to this Section  
10 within the time permitted by the City Manager, the City Manager shall prepare a written report to  
11 the City Board of Directors and recommend action to be taken. If the City Board of Directors,  
12 after consideration of this report, agrees that an Event of Default has occurred, it may order an  
13 appropriate remedy as set forth in Section 6.

14 **6.5 Removal**. In addition to the rights under this Section, the City, upon any termination, may,  
15 at its sole discretion, direct the Company to remove, at the Company's sole cost and expense, any,  
16 or all of the Network from all streets, rights-of-way and other public property within the City,  
17 subject to the following:

18 **6.5.1** The City may determine that removal of buried fiber optic cable or conduit, is not  
19 necessary.

20 **6.5.2** In removing any part of the Network, the Company shall refill and compact, at its  
21 own expense, any excavation that shall be made by it and shall leave all streets and other property  
22 in as good a condition as that prevailing prior to the Company's removal of the Network.

23 **6.5.3** The City shall have the right to inspect and approve the conditions of the streets and  
24 public property after removal has occurred.

25 **6.5.4** The removal shall commence within thirty (30) days of an order to remove issued by  
26 the City Manager at the direction of the City Board of Directors.

27 **6.5.5** Prior to the City's exercise of this right, the Company's mortgagees, pledgees, or other  
28 persons providing financing to the Company shall have the right to cure the Company's default  
29 under this agreement. The City acknowledges that its right to direct the Company to remove the  
30 Network provided herein shall be subject and subordinate to the rights of the Company's  
31 mortgagee, creditor, pledgee, or other person providing financing to the Company, as described in  
32 the written documents evidencing the financing or the security therefore, provided that such  
33 mortgagee, creditor, pledgee, or other person providing financing to the Company, complies with  
34 the terms and conditions of this Agreement.

1           **6.6 Consent not to Waiver.** The grant or waiver of any one or more of the consents required  
2 by this Franchise shall not render unnecessary any subsequent consent, nor shall the grant of any  
3 such consent constitute a waiver of any other rights of the City and/or the Company.

4   **SECTION 7**

5   **SUBSEQUENT ACTION**

6           **7.1 Current Enforceability of Agreement.** The City and the Company agree that the  
7 execution of this Franchise and the terms and conditions are valid in their entirety.

8           **7.2 Indemnification.** The Company shall indemnify and hold harmless the City and all of its  
9 officers, agents, and employees from all suits, actions, or claims of any character, style, and  
10 description brought for or on account of any injuries or damages, including environmental damages,  
11 disruption of services or death, received or sustained by any person or any property occasioned by,  
12 arising out of, or in connection with the negligent acts or omissions of the Company regarding the  
13 erection, construction, location, replacement, reconstruction, maintenance, repair, or operation of  
14 the Company's Network, and the Company shall pay any judgments, interest, and costs which may  
15 be obtained against the City arising out of such injury or damage. If the franchise granted by this  
16 agreement is terminated or is not renewed, and the Company does not remove its facilities from the  
17 right-of-way, the Company shall continue to indemnify and hold harmless pursuant to this section  
18 as long as its facilities are located in the rights-of-way. The City at its option may defend any  
19 such action and the parties shall cooperate in any such defense.

20   **SECTION 8**

21   **MISCELLANEOUS**

22           **8.1 Controlling Law.** This Franchise shall be determined according to the laws of the State of  
23 Arkansas and venue and jurisdiction to challenge, contest, review, or otherwise subject its terms  
24 and conditions to litigation, shall occur in Little Rock, Pulaski County, Arkansas, or in the United  
25 States District Court for the Eastern District of Arkansas.

26           **8.2 Captions.** The captions given to various provisions of this Franchise are for purposes of  
27 convenience only and are to have no impact upon the interpretation of any such provisions.

28           **8.3 Entire Agreement.** This Franchise, with its exhibits, comprises the entire agreement  
29 between the City and the Company for purposes of this Franchise.

30           **8.4 Burden of Proof.** In any disagreement upon the terms and conditions of this Franchise,  
31 the Company shall bear the burden of demonstrating its compliance with each term and condition  
32 of this Franchise for all purposes.

33           **8.5 No Coercion.** The Company and the City enter into this Franchise willingly and  
34 without coercion, undue influence, or duress.

1 **8.6 Multiple Originals.** This Franchise may be executed in any number of copies and any fully  
2 executed copy of this Franchise shall be deemed an original for purposes of authentication or  
3 presentation in evidence before any court or administrative tribunal.

4 **8.7 Notice.** Any notice or communication required in the administration of this Ordinance shall  
5 be sent by any method that assures overnight delivery and shall be addressed as follows:

6 **If to the City:**

7 (City Manager)  
8 Office of the City Manager  
9 500 West Markham Street, Room 203  
10 Little Rock, Arkansas 72201

11 **If to the Company:**

12 Kelly A. McGriff  
13 Vice President and Deputy General Counsel  
14 Uniti Fiber, LLC  
15 2101 Riverfront Drive  
16 Little Rock, AR 72202  
17 kelly.mcgriff@uniti.com

18 **SECTION 9**

19 **INSURANCE**

20 **9.1 Insurance.** The Company shall maintain the following insurance coverages and the  
21 respective policies thereof shall cover all risks related to and use the occupancy of the right-of-way  
22 and all other risks associated with this Franchise Agreement:

23 **9.1.1 Description of Insurance Coverage and Limits.**

24 **9.1.1.1 Commercial General Liability Insurance.** Two Million Dollars (\$2,000,000) for  
25 each occurrence - coverage shall include the following: premises, operations, independent  
26 contractors, products/completed operations, personal injury, contractual liability,  
27 explosion/collapse/underground property damage. Insurance shall be provided on an occurrence  
28 basis, be as comprehensive as the current Insurance Services Office (ISO) Policy.

29 **9.1.1.2 Automobile Liability Insurance.** One Million Dollars (\$1,000,000) each accident -  
30 coverage shall be on "any auto", including leased, hired, owned, non-owned and borrowed vehicles.

31 **9.1.1.3 Environmental Impairment Liability including Pollution Liability Insurance.** If  
32 it can reasonably be obtained in the amount of One Million Dollars (\$1,000,000) each occurrence,  
33 this coverage is to be provided on an occurrence basis and it shall include claims arising from  
34 gradual emission and sudden accidents. Clean-up and defense costs shall be covered.

35 **9.1.1.4 Workers' Compensation Insurance Statutory Limits.** Employer's Liability -  
36 minimum Five Hundred Thousand Dollars (\$500,000) for each accident/disease-each  
37 employee/disease- policy limit.

1           **9.1.2 Other Insurance Related Requirements.**

2           **9.1.2.1** The City shall be an additional insured, by endorsement, on applicable insurance  
3 policies.

4           **9.1.2.2** Applicable insurance policies shall be endorsed with a waiver of subrogation in favor  
5 of the City.

6           **9.1.2.3** Insurers shall be authorized to do business in the State of Arkansas, or otherwise  
7 approved by the City, and such shall be acceptable to the City insofar as their financial strength and  
8 solvency are concerned.

9           **9.1.2.4** The City shall be notified within a minimum of thirty (30) days prior to the insurer's  
10 action in the event of cancellation, non-renewal or material change coverage regarding any policy  
11 providing insurance coverage required in this agreement.

12           **9.1.2.5** Full limits of insurance required in Subsection 9.1.1 of this section shall be available  
13 for claims arising out of this Agreement with the City.

14           **9.1.2.6** Certificates of Insurance shall be provided by the Company to the City prior to  
15 commencement of operations pursuant to this Franchise. Any failure on part of the City to request  
16 such documentation shall not be construed as a waiver of insurance requirements specified herein.

17           **9.1.2.7** The City shall be entitled, upon reasonable request, to review the insurance policies  
18 including endorsements thereto and, at its discretion, to require proof of payment for policy  
19 premiums.

20           **9.1.2.8** The City reserves the right to revise insurance requirements specified herein and  
21 require the Company to comply therewith within sixty (60) days of the City's official notice of the  
22 revision.

23           **9.1.2.9** The City shall not be responsible for paying the cost of insurance coverage required  
24 herein.

25           **9.1.2.10** "Other insurance" as referenced in any policy of insurance providing coverages  
26 required herein shall not apply to the City.

27           **9.1.2.11** The Company shall agree to either require its contractors to maintain the same  
28 insurance coverages and limits thereof as specified herein or such coverage on the Company's  
29 contractors shall be provided by the Company.

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

32           **CITY OF LITTLE ROCK, ARKANSAS                      UNITI FIBER LLC**

33  
34           **By: \_\_\_\_\_ By: \_\_\_\_\_**

1 Name: \_\_\_\_\_

Name: Kelly A. McGriff

2 Title: City Manager

Title: VP and Deputy General Counsel

3 Date: \_\_\_\_\_

Date: \_\_\_\_\_

4 ATTEST:

ATTEST:

5 By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

30 **PASSED: March 1, 2022**

31 ATTEST:

APPROVED:

32  
33 \_\_\_\_\_  
34 Susan Langley, City Clerk

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Frank Scott, Jr., Mayor

1 **APPROVED AS TO LEGAL FORM:**

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5 **Thomas M. Carpenter, City Attorney**

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