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ORDINANCE NO. 2023-18

AN ORDINANCE GRANTING QUEST CORPORATION DBA CENTURYLINK QC ("COMPANY"), A NONEXCLUSIVE FRANCHISE TO OPERATE A TELECOMMUNICATIONS NETWORK IN THE CITY OF PLEASANT GROVE, UTAH PURSUANT TO A FRANCHISE AGREEMENT SPECIFYING COMPANY'S RIGHTS AND DUTIES

WHEREAS, federal and state law allow for the operation of an internet services and telecommunications network (the "Network") in the City of Pleasant Grove, Utah by franchise agreement; and

WHEREAS, the City of Pleasant Grove and Company desire to enter into a nonexclusive franchise agreement granting to Company the right and privilege to operate the Network in Pleasant Grove, Utah; and

WHEREAS, the City of Pleasant Grove and Company have negotiated a nonexclusive franchise agreement setting forth Company's rights and duties with respect to its operation of the Network in Pleasant Grove, Utah (a copy of which is attached as "Exhibit A," the "Agreement"); and

WHEREAS, on the 15TH day of August, 2023, the Pleasant Grove City Council ("City Council") held a duly noticed public meeting to ascertain the pertinent facts regarding this matter, which facts are found in the meeting record; and

WHEREAS, after considering the pertinent facts, the City Council finds: (i) that it should approve the attached Agreement and thereby grant to Company a franchise to operate a Network in the City of Pleasant Grove, Utah; and (ii) such action furthers the health, safety, and welfare of the citizens of the City of Pleasant Grove.

NOW THEREFORE, the City Council of the City of Pleasant Grove, Utah ordains as follows:

SECTION 1. FRANCHISE AGREEMENT.

The attached Agreement between the City of Pleasant Grove and Company is hereby approved; the Mayor is authorized to execute the Agreement on behalf of the City of Pleasant Grove; and Company is granted a nonexclusive franchise to operate the Network in the City of Pleasant Grove, Utah, pursuant to the Agreement.

This Ordinance shall take effect upon publication as required by the Utah Code.

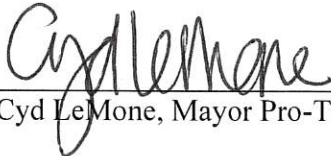
ADOPTED AND PASSED by the Governing Body of the City of Pleasant Grove,

Utah, this 15th day of August 2023.

SECTION 2. SEVERABILITY. The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable. If any such section, paragraph, sentence, clause, or phrase shall be declared invalid or unconstitutional by the valid judgment or decree of a Court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any of the remaining sections, paragraphs, sentences, clauses, or phrases of this Ordinance.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage and posting as provided by law.

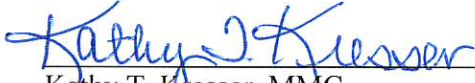
SECTION 4. APPROVED AND ADOPTED AND MADE EFFECTIVE by the City Council of Pleasant Grove City, Utah County, Utah, this 15th day of August, 2023.


Cyd LeMone, Mayor Pro-Tem

(SEAL)



ATTEST:


Kathy T. Kresser, MMC
City Recorder

Motion: Council Member Andersen
Second: Council Member Jensen

ROLL CALL	Yes	No	Absent
Mayor Guy L. Fugal	☒	☐	☐
Dianna Andersen	☒	☐	☐
Brent Bullock	☒	☐	☐
Eric Jensen	☒	☐	☐
Cyd LeMone	☒	☐	☐
Todd Williams	☒	☐	☐

CERTIFICATE OF POSTING ORDINANCE
Pleasant Grove City Corporation

I, the duly appointed recorder for the City of Pleasant Grove, hereby certify that a summary of the foregoing Ordinance No. 223-18 was posted on the State (<http://pmn.utah.gov>) website on this 15 day of Aug, 2023.

Dated this 16 day of Aug, 2023.

Kathy T. Kresser
Kathy T. Kresser, MMC, City Recorder



FRANCHISE AGREEMENT

Pleasant Grove City – Qwest Corporation DBA CenturyLink QC

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into by and between the City of Pleasant Grove, Utah (hereinafter "City" or "CITY"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 70 South 100 East, Pleasant Grove, Utah, 84062, and Qwest Corporation D/B/A CenturyLink QC ("CenturyLink" or "CENTURYLINK"), with its principal offices at: 1025 Eldorado Blvd, Broomfield, CO, 80021.

WITNESSETH:

WHEREAS, CenturyLink desires to provide telecommunications services with the CITY and in connection therewith to establish a telecommunications network ("Network") in, under, along, over and across present and future rights-of-way of the CITY, to provide telecommunication services ("System" or "Network"); and

WHEREAS, the CITY has enacted Title 7, Chapter 7 of the Pleasant Grove City Municipal Code (hereinafter the "Telecommunication Rights-of-Way Ordinance") which governs the application and review process for Telecommunication Franchises in the CITY; and

WHEREAS, the CITY, in exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide CENTURYLINK a nonexclusive franchise to operate, repair, remove, replace, and maintain a telecommunications network in the CITY; and

WHEREAS, the City and CENTURYLINK have negotiated an arrangement whereby the Company may provide its services within the City pursuant to the terms and conditions outlined in this Agreement, and subject to the further reasonable regulation under its police and other regulatory power.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the City and CENTURYLINK agree as follows:

SECTION 1. FRANCHISE AGREEMENT AND TELECOMMUNICATION ORDINANCE

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and CenturyLink.

1.2 Ordinance. The CITY has adopted the Telecommunications Rights-of-Way Ordinance which is attached to this Agreement as Exhibit "A" and incorporated herein by reference. CENTURYLINK, acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Rights-of-Way Ordinance. The parties agree that the

provisions and requirements of the Telecommunications Rights-of-Way Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunications Rights-of-Way Ordinance. The definitions in the Telecommunications Rights-of-Way Ordinance shall apply herein unless a different meaning is indicated. Nothing in this Section shall be deemed to require CENTURYLINK to comply with any provision of the Telecommunications Rights-of-Way Ordinance which is determined to be unlawful or beyond the CITY's authority.

1.3 Ordinance Amendments. The CITY reserves the right to amend the Telecommunications Rights-of-Way Ordinance at any time. The CITY shall give any required legal notice to CENTURYLINK and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between CENTURYLINK's rights and obligations under the Telecommunications Rights-of-Way Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, CENTURYLINK agrees to comply with any such lawful amendments.

1.4 Grant of Franchise. The City hereby grants to CenturyLink the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its cables and related appurtenances ("Facilities") in, under, along, over and across the present and future streets, alleys and public ways in the City ("Public Ways", or in the singular "Public Way"), including for the purpose of providing telecommunication services to the City's inhabitants.

1.5 Licenses. CENTURYLINK acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunications Rights-of-Way Ordinance.

1.6 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

1.7. Encroachment. CENTURYLINK shall only encroach in the City's rights-of-way pursuant to this Agreement and shall obtain all permissions necessary to encroach on privately-owned property within the City.

1.8 Pole Attachments. The Franchise does not grant CENTURYLINK the right to use City poles, conduit, or other facilities.

SECTION 2. FRANCISE FEE

2.1 Franchise Fee. For and in consideration of the Franchise granted herein, CenturyLink shall pay a Municipal Telecommunications License Tax of 3.5 % on the Provider's Gross Receipts from telecommunications services attributed to or services within the City in accordance with the Municipal Telecommunication License Tax Act (Utah Code Ann. 10-1-401 to 10-1-410). All payments shall be made to the Utah State Tax Commission, and sent as

follows:

Utah State Tax Commission
210 North 1950 West
Salt Lake City, Utah 84134

2.2 Consideration. In consideration of granting this Franchise, CENTURYLINK will pay to City the sum of \$1,000.00 upon acceptance of this Franchise.

SECTION 3. TERM AND RENEWAL.

3.1 Term and Renewal. The initial term of this Franchise is five (5) years commencing on the date of Acceptance by CenturyLink as set forth above in Section 2 and shall automatically renew from year-to-year unless either party gives advance written notice to the other party at least 120 days prior to expiration of the initial term or subsequent annual term requesting the parties enter into good faith discussions to reach terms of a new agreement.

3.2 Rights of CENTURYLINK Upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by agreement between CENTURYLINK, and the CITY, or by revocation or forfeiture, CENTURYLINK shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of CENTURYLINK immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected.

SECTION 4. POLICE POWERS.

The CITY expressly reserves, and CENTURYLINK expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

SECTION 5. CHANGING CONDITIONS AND SEVERABILITY.

5.1 INTENTIONALLY OMITTED.

5.2 Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Telecommunications Rights-of-Way Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. If the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the City's Excavation Permit Ordinance. For CENTURYLINK, "material consideration" is

its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Telecommunications Rights-of-Way Ordinance, and the CITY's Excavation Permit Ordinance.

SECTION 6. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

6.1 Grounds for Termination. The CITY may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

(a) CENTURYLINK fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure;

(b) CENTURYLINK by act or omission, materially violates a material duty herein set forth in any particular within CENTURYLINK control, and with respect to which redress is not otherwise herein provided. In such event, the CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving CENTURYLINK notice of such determination, CENTURYLINK, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, CENTURYLINK shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of CENTURYLINK; or

(c) CENTURYLINK becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by CENTURYLINK within sixty (60) days.

6.2 Reserved Rights. Nothing contained herein shall be deemed to preclude CENTURYLINK from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

6.3 Remedies at Law. In the event CENTURYLINK or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or CENTURYLINK, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law.

6.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and CENTURYLINK. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

SECTION 7. PARTIES' DESIGNEES.

7.1 CITY designee and Address. The City Administrator or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from CENTURYLINK to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at 70 South 100 East, Pleasant Grove, Utah 84062, or such other officer and address as the CITY may designate by written notice to CENTURYLINK at: NIS/ROW 1025 Eldorado Blvd, Broomfield, CO 80021.

7.2 CENTURYLINK Designee and Address. NIS Local Right of Way Manager or his or her designee(s) shall serve as CENTURYLINK's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Rights-of-Way Ordinance, all notices from the CITY to CENTURYLINK pursuant to or concerning this Agreement, shall be delivered to ATTN: NIS/ROW 1025 Eldorado Blvd, Broomfield, CO 80021 with an additional copy to be sent ATTN: Network Legal 1025 Eldorado Blvd, Broomfield, CO 80021, and such other office as CENTURYLINK may designate by written notice to the CITY.

7.3 Failure of Designee. The failure or omission of the CITY's or CENTURYLINK's representative to act shall not constitute any waiver or estoppels by the CITY or CENTURYLINK.

SECTION 8. INSURANCE AND INDEMNIFICATION

8.1 Insurance Requirements. CenturyLink will maintain in full force and effect for the Term of the Franchise, at CenturyLink's expense, a comprehensive liability insurance policy written by a company authorized to do business in the State of Utah, or will provide self-insurance reasonably satisfactory to the City, protecting it against liability for loss, personal injury and property damage occasioned by the operation of the System, including the Facilities, by CenturyLink. Such insurance will be in an amount not less than \$2,000,000.00. CenturyLink will also maintain Worker's Compensation coverage throughout the term of this Franchise as required by law. Evidence of such insurance will be provided to the City upon request.

8.2 Indemnification. CENTURYLINK agrees to indemnify, defend and hold the CITY harmless from and against any and all third party claims, demands, liens, and all liability or damage to third parties of whatsoever kind to the extent caused by CENTURYLINK's negligent or willful acts or omissions, and to pay any and all costs, including reasonable attorneys' fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to CENTURYLINK of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit CENTURYLINK to assume the defense of such with counsel of CENTURYLINK's choosing, unless the CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, CENTURYLINK shall not be obligated to indemnify, defend or hold the CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY or an unrelated third party.

SECTION 9. RECORDS INSPECTION

Subject to applicable state law, including but not limited to UCA § 10-1-403 *et seq.*, CenturyLink shall make available to the City, upon reasonable advance written notice of no fewer than sixty (60) days, such information pertinent only to enforcing the terms of this Ordinance in such form and at such times as CenturyLink can reasonably make available. Subject to applicable laws, any information that is provided to the City, except as otherwise provided herein, and/or that the City reviews *in camera* is confidential and proprietary and shall not be disclosed or used for any purpose other than verifying compliance with the terms of this Ordinance. Except as otherwise provided herein, any such information provided to the City shall be returned to CenturyLink following review, without duplication, unless CenturyLink grants the City permission to duplicate the information.

SECTION 10. NON-EXCLUSIVE FRANCHISE

The right to use and occupy the Public Ways shall be nonexclusive, and the City reserves the right to use the Public Ways for itself or any other entity. The City's use, however, shall not unreasonably interfere with CenturyLink's Facilities or the rights granted CenturyLink herein.

SECTION 11. CITY REGULATORY AUTHORITY

The City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties consistent with applicable federal and state law. The City agrees to promptly notify CenturyLink of any such changes potentially applicable to this Franchise.

SECTION 12. ANNEXATION

When any territory is approved for annexation to the City, the City shall within ten (10) business days provide by certified mail to CenturyLink: (a) each site address to be annexed as recorded on City assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation.

SECTION 13. PLAN, DESIGN, CONSTRUCTION AND INSTALLATION OF CENTURYLINK'S FACILITIES

13.1 All Facilities under authority of this Ordinance shall be used, constructed and maintained in accordance with applicable law.

13.2 CenturyLink shall, prior to commencing new construction or major reconstruction work in Public Ways or other public places, apply for a permit from the City, which permit shall not be unreasonably withheld, conditioned, or delayed. CenturyLink will provide as-built route maps of new facilities placed in the Public Ways pursuant to a permit issued by the City. CenturyLink will abide by all applicable ordinances and reasonable rules, regulations and requirements of the City consistent with applicable law, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, CenturyLink shall not be obligated to obtain a permit to perform emergency repairs.

13.3 To the extent practical and consistent with any permit issued by the City, all Facilities shall be located so as to cause minimum interference with the Public Ways and shall be constructed,

Installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

13.4 If, during the course of work on its Facilities, CenturyLink causes damage to or alters the Public Way or other public property, CenturyLink shall replace and restore such Public Way or public property at CenturyLink's expense to a condition reasonably comparable to the condition that existed immediately prior to such damage or alteration.

13.5 CenturyLink shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. Before installing new underground facilities or replacing existing underground facilities, CenturyLink shall first notify the City of such work. The City may then notify its other Franchisees, who may, each at its own expense, share the trench for laying its own facilities therein, provided that such shared use will not unreasonably interfere with others' use of the trench or unreasonably delay completion or increase the costs or risks of CenturyLink's installation or replacement project.

13.6 Nothing in this Ordinance shall be construed to prevent the City from constructing, maintaining, repairing, or relocating its sewers, streets, water mains, sidewalks, or other public property. However, before commencing any work within a Public Way that may affect CenturyLink's Facilities, the City shall give written notice to CenturyLink, and all such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure, or prevent the free use and operation of CenturyLink's poles, wires, conduits, conductors, pipes, and appurtenances.

13.7 CenturyLink shall not attach to, or otherwise use or commit to use, any pole owned by City until a separate pole attachment agreement has been executed by the parties.

SECTION 14. RELOCATION OF FACILITIES

14.1 Relocation for the City. CenturyLink shall, upon receipt of advance written notice of not fewer than ninety (90) days, protect, support, temporarily disconnect, relocate, or remove any CenturyLink property located in a Public Way when required by the City consistent with its police powers. CenturyLink shall be responsible for any costs associated with these obligations to the same extent as other users of the respective Public Way.

14.2 Relocation for a Third Party. CenturyLink shall, at the request of any person holding a lawful permit issued by the City, protect, support, raise, lower, temporarily disconnect, relocate in or remove from Public Ways, as applicable, any CenturyLink property, provided that the cost of such action is borne by the person requesting it and CenturyLink is given reasonable advance written notice. In such situation, CenturyLink may also require advance payment. For purposes of this subsection, "reasonable advance written notice" shall mean no fewer than thirty (30) days for a temporary relocation, and no fewer than one hundred twenty (120) days for a permanent relocation.

14.3 Alternatives to Relocation. CenturyLink may, after receipt of written notice requesting a relocation of Facilities, submit to the City written alternatives to such relocation. Such alternatives shall include the use and operation of temporary transmitting facilities in adjacent Public Ways. The City shall promptly evaluate such alternatives and advise CenturyLink in writing if one or more of the alternatives are suitable. If requested by the City, CenturyLink shall promptly submit additional information to assist the City in making such evaluation. The City shall give each

alternative proposed by CenturyLink full and fair consideration. In the event the City ultimately determines that there is no other reasonable alternative, CenturyLink shall relocate the Facilities as otherwise provided herein. Notwithstanding the foregoing, CenturyLink shall in all cases have the right to abandon the Facilities.

SECTION 15. VEGETATION MANAGEMENT

CenturyLink shall have the authority to trim trees and other natural growth in the Public Ways in order to access and maintain the Facilities in compliance with applicable law and industry standards.

SECTION 16. INTENTIONALLY OMITTED.

SECTION 17. NO WAIVER OF RIGHTS

Neither the City nor CenturyLink shall be excused from complying with any of the terms and conditions contained herein by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions. Each party expressly reserves any and all rights, remedies, and arguments it may have at law or equity, without limitation, and to argue, assert, and/or take any position as to the legality or appropriateness of any provision in this Ordinance that is inconsistent with State or Federal law, as may be amended.

SECTION 18. TRANSFER OF FRANCHISE

CenturyLink's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered without prior notice to and prior approval by the City, such approval not to be unreasonably withheld, except when said sale, transfer, assignment, or encumbrance is to an entity controlling, controlled by, or under common control with CenturyLink, or for any rights, title, or interest of CenturyLink in the Franchise or Facilities in order to secure indebtedness.

SECTION 19. AMENDMENT

Amendments to the terms and conditions contained herein shall be mutually agreed upon in writing by the City and CenturyLink.

SECTION 20. NOTICES

Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, certified, and addressed to the Parties as set forth below:

The City of Pleasant Grove:
Attn: City Administrator
70 South 100 East
Pleasant Grove, Utah 84062

CenturyLink:
Attn: Network Legal
1025 Eldorado Blvd,
Broomfield, CO 80021

SECTION 21. INTENTIONALLY OMITTED.

SECTION 22. GENERAL PROVISIONS

22.1 Binding Agreement. The parties represent that: (a) when executed by their respective representatives, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

22.2 Governing Law. This Agreement shall be interpreted pursuant to Utah law.

22.3 Time of Essence. Time shall be of the essence of this Agreement.

22.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

22.5 No Presumption. Both parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing this Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

22.6 Entire Agreement and Amendments. This Agreement and all attachments hereto constitute the entire agreement and understanding between the parties and replaces any previous agreement, understanding or negotiation between the parties with respect to its subject matter, and may be modified or amended, supplemented, or changed only by the written agreement of the parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

SIGNED and ENTERED INTO this 15 day of August, 2023
"CITY"

CITY OF PLEASANT GROVE, A Utah Municipal Corporation

By: Cyd LeMone, Mayor Pro-Tem

Attest: Kathryn Kresser City Recorder

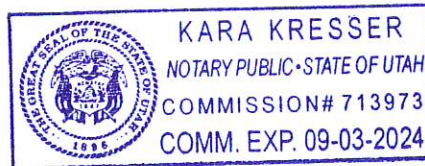


State of Utah

ss

County of Utah County

The foregoing instrument was acknowledged before me this 15 day of Aug, 2023,
By Cyd LeMone, the Mayor Pro-Tem of the City of Pleasant Grove, a Utah
municipal corporation, on behalf of said municipal corporation by authority of its City Council.



Kara Kresser
Notary Public
My commission expires:

"CENTURYLINK"

QWEST CORPORATION d/b/a CENTURYLINK QC, a Colorado Corporation

BY: _____
Shaun Geisler
Manager Local ROW/NIS

State of Colorado)

ss:

County of Broomfield)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023,
By _____, the _____ of _____

Notary Public
My commission expires:

Appendix A

Service categories included in revenue for calculation of Franchise fee:

1. Business Local Access—including Flat Rate, Multiparty, and Extended Area Service
2. Business Measured Usage Local Access Service
3. Flat Usage Local Access Trunks
4. Low Income Telephone Assistance Program Local Access
5. Measured Rate Local Access Trunk Usage
6. Message Rate Local Access Trunk Usage
7. Public Access Line (PAL) Service
8. Residential Local Access—including Flat Rate, Multiparty, and Extended Area Service
9. Residential Measured Usage

A non-exclusive listing of categories of revenue not representing the retail sale of basic local exchange services, and therefore excluded from the calculation of any fee due to the City:

1. Proceeds from the sale of bonds, mortgages, or other evidences of indebtedness, securities or stocks;
2. Bad debt write-offs and customer credits
3. Revenue from directory advertising
4. Any amounts collected from customers that are to be remitted to a federal or state agency as part of a Universal Service Fund or other government program, including but not limited to support for the hearing impaired
5. Any amounts collected for taxes, fees, or surcharges and paid to the federal, state or local governments
6. Revenues from Internet access
7. Revenues from digital or other electronic content, such as computer software, music and video downloads
8. Revenues from equipment sales, rentals, installation and maintenance
9. Revenues from any carrier purchased for resale
10. Revenues from private line services not for switched local access service