

**Comparison of Small Cell Franchise Agreements**

Location	Verizon Agreement	AT&T/Cingular Agreement	Mobilitie Agreement	Discussion
<b>First Whereas clause</b>	<b>WHEREAS</b> , Seattle SMSA Limited Partnership, a Delaware limited partnership, d/b/a Verizon Wireless, hereinafter referred to as "VERIZON" is a telecommunications company that, among other things, provides personal wireless services to customers in the Puget Sound region; and	<b>WHEREAS</b> , <u>New Cingular Wireless PCS, LLC</u> , a Delaware limited liability company, hereinafter referred to as " <b>Franchisee</b> " is a telecommunications company that, among other things, provides personal wireless <u>service, including data transmission, and other telecommunications services</u> to customers in the Puget Sound region; and	<b>WHEREAS</b> , Mobilitie, LLC, a Nevada limited liability company, d/b/a Mobilitie, hereinafter referred to as " <b>Mobilitie</b> " or " <b>Franchisee</b> " is a telecommunications company that, among other things, provides <u>high capacity interexchange transport to telecommunications common carriers, including data transmission, linkage to long distance carriers, and other telecommunications services</u> to customers in the Puget Sound region; and	Company name is unique for each Franchisee and differences are carried throughout the agreements  Description of what each company provides is negotiated specific to each agreement
<b>Second Whereas clause</b>	<b>WHEREAS</b> , VERIZON's desired route through the City of Tukwila, hereinafter referred to as "City," requires the use of certain portions of City rights-of-way for the installation, operation and maintenance of <u>a telecommunications system</u> ; and	<b>WHEREAS</b> , Franchisee's desired route through the City of Tukwila, hereinafter referred to as "City," requires the use of certain portions of City rights-of-way for the installation, operation, and maintenance of a <u>telecommunications system</u> ; and	<b>WHEREAS</b> , Mobilitie's desired route through the City of Tukwila, hereinafter referred to as "City," requires the use of certain portions of City rights-of-way for the installation, operation, and maintenance of <u>Small Cells</u> ; and	Negotiated differences between agreements
<b>Fifth Whereas clause</b>	<b>WHEREAS</b> , the Revised Code of Washington (RCW) authorizes the City to grant and regulate non-exclusive franchises for the use of public streets, rights-of-way and other public property for <u>installation, operation and maintenance of communications facilities</u> ;	<b>WHEREAS</b> , the Revised Code of Washington (RCW) authorizes the City to grant and regulate non-exclusive franchises for the use of public streets, rights-of-way, and other public property for <u>installation, operation, and maintenance of a telecommunications system and transmission of communications</u> ;	<b>WHEREAS</b> , the Revised Code of Washington (RCW) authorizes the City to grant and regulate non-exclusive franchises for the use of public streets, rights-of-way, and other public property for <u>installation, operation, and maintenance of a fiber optic system and transmission of communications</u> ;	Specific language describing the type of service provided by each Franchisee negotiated specific to each agreement
<b>Section 1, Definitions</b>		2. " <b>Construct</b> " shall mean to construct, reconstruct, install, reinstall, align, realign, locate, relocate, adjust, affix, attach, replace, repair, <u>upgrade</u> , monitor, maintain, use, relocate, remove, or support.	2. " <b>Construct</b> " shall mean to construct, reconstruct, install, reinstall, align, realign, locate, relocate, adjust, affix, attach, replace, repair, monitor, maintain, use, relocate, remove, and/or support.	Negotiated differences between agreements
<b>Section 1, Definitions</b>		3. " <b>Contractor</b> " shall mean any contractor selected and engaged by Franchisee to Construct Facilities in the Public Right(s)-of-Way.  4. " <b>Costs</b> " shall mean the actual, and documented costs incurred.	3. " <b>Contractor</b> " shall mean any contractor selected and engaged by Mobilitie to Construct Facilities in the Public Right(s)-of-Way.  4. " <b>Costs</b> " shall mean the actual, and documented costs incurred.	Additional definitions provided
<b>Section 1, Definitions</b>	3. " <b>Default</b> " shall mean any failure of a Party to keep, observe, or perform any of its duties or obligations under this Franchise <u>that is not cured within 30 days after receipt of written notice from the non-defaulting Party</u> .	5. " <b>Default</b> " shall mean any failure of a Party to keep, observe, or perform any of its duties or obligations under this Franchise.	5. " <b>Default</b> " shall mean any failure of a Party to keep, observe, or perform any of its duties or obligations under this Franchise <u>beyond applicable notice and cure periods</u> .	Differences between agreements negotiated specifically with each Franchisee but the intent between the Agreements is the same.

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Section 1, Definitions	<p>4. “Design Document(s)” shall mean the plans and specifications for the construction of the Facilities meeting the minimum applicable general plan submittal requirements for engineering services plan review as set forth in the City’s Infrastructure Design and Construction Standards Manual (the “Standards”),</p>	<p>6. “Design Document(s)” shall mean the plans and specifications for the construction of the Facilities meeting <u>at least</u> the minimum applicable general plan submittal requirements for engineering services plan review as set forth in the City’s Infrastructure Design and Construction Standards Manual (“the “Standards”), illustrating and describing the refinement of the design of the <u>Telecommunications System Facilities</u> to be Constructed,</p>	<p>6. “Design Document(s)” shall mean the plans and specifications for the Construction of the Facilities meeting at least the minimum applicable general plan submittal requirements for engineering services plan review as set forth in the City’s Infrastructure Design and Construction Standards manual (“the Standards”), illustrating and describing the refinement of the design of the <u>Facilities</u> to be Constructed,</p>	<p>Language added to clarify the requirement of meeting the ;minimum standards is the lowest level acceptable.</p> <p>Negotiated differences between agreements</p>
Section 1, Definitions	<p>6. “Emergency” shall mean and refer to a sudden condition or set of circumstances that: (a) significantly disrupts or interrupts the operation of Facilities in the Public Rights-of-Way and VERIZON’s ability to continue to provide services if immediate action is not taken; or (b) <u>presents</u> an immediate threat of harm to persons or property if immediate action is not taken.</p>	<p>8. “Emergency” shall mean and refer to a sudden condition or set of circumstances that: (a) significantly disrupts or interrupts the operation of Facilities in the Public Rights-of-Way and Franchisee’s ability to continue to provide services if immediate action is not taken; or (b) <u>presents</u> an immediate threat of harm to persons or property if immediate action is not taken.</p>	<p>8. “Emergency” shall mean and refer to a sudden condition or set of circumstances that: (a) significantly disrupts or interrupts the operation of Facilities in the Public Rights-of-Way and Franchisee’s ability to continue to provide services if immediate action is not taken; or (b) <u>present</u> an immediate threat of harm to persons or property if immediate action is not taken.</p>	<p>Grammatical correction</p>
Section 1, Definitions	<p>7. “Facility or Facilities” means any part or all of the facilities, equipment and appurtenances of VERIZON whether underground or overhead and located within the Public Rights-of-Way as part of <u>VERIZON’s Telecommunications System, including but not limited to, conduit, case, pipe, line, fiber, cabling, equipment, equipment cabinets and shelters, vaults, generators, conductors, poles, carriers, drains, vents, guy wires, encasements, sleeves, valves, wires, supports, foundations, anchors, transmitters, receivers, antennas, and signage.</u></p>	<p>9. “Facility or Facilities” means any part or all of the facilities, equipment, and appurtenances of Franchisee whether underground or overhead and located within the Public Rights-of-Way as part of the Franchisee’s Telecommunications System, including but not limited to, conduit, case, pipe, line, fiber, cabling, equipment, equipment cabinets and shelters, vaults, generators, <u>backup power supplies, power transfer switches, cut-off switches, electric meters,</u> conductors, poles, carriers, drains, vents, guy wires, encasements, sleeves, valves, wires, supports, foundations, anchors, transmitters, receivers, antennas, and signage.</p>	<p>9. “Facility” or “Facilities” means any part or all of the facilities, equipment, and appurtenances of Franchisee whether underground or overhead and located within the Public Rights-of-Way as part of the <u>Franchisee’s Network, including but not limited to, radios, antennas, transmitters, wires, fiber optic cables, Small Cells, and other wireless transmission devices (collectively, “Transmission Media”)</u> attached, mounted, or installed on an existing utility pole located in the Public Rights-of-Way for the purpose of <u>providing wireless, Wi-Fi, voice, data, messaging, or similar type of wireless service now or in the future offered to the public in general using spectrum radio frequencies, whether or not licensed by the Federal Communications Commission (“FCC”).</u> “Facility” or “Facilities” also means the control <u>boxes, meters, electric meter pedestals, cables, conduit, power sources, poles and replacement poles and other equipment, structures, plant, and appurtenances between the Transmission Media and the point where the Facility terminates and interconnects with broadband backhaul transmission facilities.</u></p>	<p>Language specific to each agreement negotiated individually to best reflect the type of facility and services to be built and provided.</p>

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Section 1, Definitions	8. “Franchise” shall mean the grant, <del>once accepted</del> , giving general permission to VERIZON to enter into and upon the Public Rights-of-Way to use and occupy the same for the purposes authorized herein, all pursuant and subject to the terms and conditions as set forth herein.	10. “Franchise” shall mean the grant, <del>once accepted</del> , giving general permission to Franchisee to enter into and upon the Public Rights-of-Way to use and occupy the same for the purposes authorized herein, all pursuant and subject to the terms and conditions as set forth herein.	10. “Franchise” shall mean the grant giving general permission to Franchisee to enter into and upon the Public Rights-of-Way to use and occupy the same for the purposes authorized herein, all pursuant and subject to the terms and conditions as set forth herein.	Negotiated change, not substantive to the Agreement as Exhibit A must be submitted by the Franchisee for the Agreement to be in effect, essentially functioning as the Franchisee “accepting” the Agreement.
Section 1, Definitions			12. “Network” shall mean collectively the network of Facilities Constructed by or for and managed by Mobilitie within the Public Rights-of-Way for the provision of the Services.	Negotiated language specific to Mobilitie Agreement
Section 1, Definitions	13. “Public Right(s)-of-Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including any easement now or hereafter held by the City within the corporate boundaries of the City as now or hereafter constituted for the purpose of public travel, and over which the City has authority to grant permits, licenses, or franchises for use thereof, or has regulatory authority to thereover, excluding: railroad rights-of-way, airports, harbor areas, buildings, parks, poles, conduits, and excluding such similar facilities or property owned, maintained, or leased by the City in its proprietary capacity or as an operator of a utility.	15. “Public Right(s)-of-Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle, or other <u>areas designated for the public right-of-way, including areas that have been accepted by the City for use as the public right-of-way and</u> any easement now or hereafter held by the City within the corporate boundaries of the City as now or hereafter constituted for the purpose of public travel, and over which the City has authority to grant permits, licenses, or franchises for use thereof, or has regulatory authority to thereover, excluding: railroad rights-of-way, airports, harbor areas, buildings, parks, poles, conduits, and excluding such similar facilities or property owned, maintained, or leased by the City in its proprietary capacity or as an operator of a utility.	16. “Public Right(s)-of-Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle, or other public right-of-way, including any easement now or hereafter held by the City within the corporate boundaries of the City as now or hereafter constituted for the purpose of public travel, and over which the City has authority to grant permits, licenses, or franchises for use thereof, or has regulatory authority to thereover, excluding: railroad rights-of-way, airports, harbor areas, buildings, parks, poles, conduits, and excluding such similar facilities or property owned, maintained, or leased by the City in its proprietary capacity or as an operator of a utility.	New language broadens the definition of publicly owned right-of-way negotiated specific to AT&T Agreement
Section 1, Definitions	15. “Service” shall mean the service or services authorized to be provided by VERIZON under the terms and conditions of this Franchise <u>Agreement</u> .	17. “Service” shall mean the service or services authorized to be provided by Franchisee under the terms and conditions of this Franchise.	18. “Service” or “Services” shall mean the service or services authorized to be provided by Franchisee under the terms and conditions of this Franchise.	“Services” added for preference. Removed “Agreement” throughout from AT&T/Cingular and Mobilitie for preference, intent not changed.
Section 1, Definitions			19. “Small Cell” shall mean the Facilities at a particular location that comprises part of the Network.	Specific language negotiated by Mobilitie to be included in the Agreement

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<b>Section 1, Definitions</b>	<p><b>16.</b> “Telecommunications System” shall mean all necessary Facilities to establish a small cell network located in, under, and above City owned Public <b>Right(s)</b>-of-Way for the provision of personal wireless services, including: commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services. “Telecommunications System” shall not mean or include Facilities owned or used by VERIZON for the provision of cable television services, video programming, or services other than personal wireless services, including ownership <b>and/or</b> operation of a dark fiber network.</p>	<p><b>18.</b> “Telecommunications System” shall mean all necessary Facilities to establish a small cell network located in, under, and above City owned Public <b>Rights</b>-of-Way for the provision of personal wireless services, including: commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services. Telecommunications System shall not mean or include Facilities owned or used by Franchisee for the provision of cable television services, video programming, or services other than personal wireless services, including ownership, operation, <b>and/or managing</b> of a dark fiber network.</p>	<p><b>20.</b> “Telecommunications System” shall mean all necessary Facilities to establish a small cell network located in, under, and above City owned Public <b>Rights</b>-of-Way for the provision of personal wireless services, including: commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services. Telecommunications System shall not mean or include Facilities owned or used by Franchisee for the provision of cable television services, video programming, or services other than personal wireless services, including ownership, operation, <b>and/or managing</b> of a dark fiber network</p>	<p>Preference of use for the change from Right(s) to Rights.</p> <p>A dark fiber network is one that has fiber but is not in use, therefore is not under operation. Change to managing a dark fiber network is a semantic change for clarification purposes.</p>
<b>Section 2. Non-exclusive Franchise Granted</b>	<p>A. The City hereby grants to VERIZON, subject to the conditions prescribed in this ordinance ("Franchise Agreement"), the franchise rights and authority to Construct and operate its Facilities necessary for a Telecommunications System within <b>all</b> City-owned Public Rights-of-Way, generally described as <b>that area</b> within the present and future boundaries of the City and hereinafter referred to as the "Franchise Area".</p>	<p>A. The City hereby grants to Franchisee, subject to the conditions prescribed in this ordinance ("Franchise Agreement"), the franchise rights and authority to Construct and operate its Facilities necessary for a Telecommunications System within <b>the</b> City-owned Public Rights-of-Way, generally described as <b>those Public Rights-of-Way</b> within the present and future boundaries of the City and hereinafter referred to as the "Franchise Area".</p>	<p>A. The City hereby grants to Mobilitie, subject to the conditions prescribed in this ordinance ("Franchise Agreement"), the franchise rights and authority to Construct and operate its Facilities necessary for a Telecommunications System within <b>the</b> City-owned Public Rights-of-Way, generally described as <b>that area</b> within the present and future boundaries of the City and hereinafter referred to as the "Franchise Area".</p>	<p>Change is preference of wording but the intent between agreements is the same.</p>
<b>Section 3. Authority.</b>	<p><b>Section 3. Authority.</b> The Director of Public Works or <b>his or her</b> designee is hereby granted the authority to administer and enforce the terms and provisions of this Franchise Agreement and may develop such lawful and reasonable rules, policies and procedures as <b>he or she</b> deems necessary to carry out the provisions contained herein.</p>	<p><b>Section 3. Authority.</b> The Director of Public Works or designee is hereby granted the authority to administer and enforce the terms and provisions of this Franchise Agreement and may develop such lawful and reasonable rules, policies, and procedures as <b>the Public Works Director</b> deems necessary to carry out the provisions contained herein.</p>	<p><b>Section 3. Authority.</b> The Director of Public Works or designee is hereby granted the authority to administer and enforce the terms and provisions of this Franchise Agreement and may develop such lawful and reasonable rules, policies, and procedures as <b>the Public Works Director</b> deems necessary to carry out the provisions contained herein.</p>	<p>Change to make language gender neutral</p>

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<p><b>Section 4. Franchise Term</b></p>	<p><b>Section 4. Franchise Term.</b> The franchise rights granted herein shall remain in full force and effect for a period of 10 years from the effective date of this ordinance. However, this Franchise Agreement shall not take effect and VERIZON shall have no rights under this Franchise Agreement unless a written acceptance with the City is received pursuant to Section 5 of this Agreement. If VERIZON desires to renew this Franchise Agreement, it shall file a renewal application with the City between 180 days and 120 days prior to the expiration of the existing term. In the event of such filing, the City may extend the term of this Franchise Agreement for up to one year beyond the expiration date to allow processing of renewal. If the City elects to extend the term of this Franchise, written notice of the extension shall be provided to VERIZON prior to the Franchise expiration date.</p>	<p><b>Section 4. Franchise Term.</b> The franchise rights granted herein shall remain in full force and effect for a period of 10 years from the effective date of this ordinance. However, this Franchise Agreement shall not take effect and Franchisee shall have no rights under this Franchise Agreement unless a written acceptance with the City is received pursuant to Section 5 of this Agreement. If Franchisee desires to renew this Franchise Agreement, it shall file a renewal application with the City between 180 days and 120 days prior to the expiration of the existing term. In the event of such filing, the City may, <u>at the City's sole discretion,</u> extend the term of this Franchise Agreement for up to one year beyond the expiration date to allow processing of renewal. If the City elects to extend the term of this Franchise, written notice of the extension shall be provided to Franchisee prior to the Franchise expiration date.</p>	<p><b>Section 4. Franchise Term.</b></p> <p>A. <b>Term.</b> The franchise rights granted herein shall remain in full force and effect for a period of 10 years from the effective date of this ordinance <u>(the "Term").</u> However, this Franchise Agreement shall not take effect and Mobilitie shall have no rights under this Franchise Agreement unless a written acceptance with the City is received pursuant to Section 5 of this Agreement. If Franchisee desires to renew this Franchise Agreement, it shall file a renewal application with the City between 180 days and 120 days prior to the expiration of the existing term. In the event of such filing, the City may, <u>at the City's sole discretion,</u> extend the term of this Franchise Agreement for up to one year beyond the expiration date to allow processing of renewal. If the City elects to extend the term of this Franchise, written notice of the extension shall be provided to Franchisee prior to the Franchise expiration date.</p> <p><u>B. Termination by Mobilitie. Mobilitie may terminate this Agreement, either in its entirety or only as to Facilities installed at a particular location, for any reason or no reason in Mobilitie's sole discretion by providing 30 days' written notice to the City, in which case Mobilitie shall remove the subject Facilities or, with the approval of the City, abandon such Facilities in place.</u></p>	<p>Use of "at the City's sole discretion" clarifies that any decision to extend a franchise agreement lies solely with the City.</p> <p>"Termination by Mobilitie" section negotiated specifically for their Agreement</p>
<p><b>Section 5.</b></p>	<p><b>Section 5. Acceptance of Terms and Conditions.</b> <u>The full</u> acceptance of this Franchise Agreement and all the terms and conditions shall be filed with the City Clerk within 30 days of the effective date of this ordinance in the form attached hereto as Exhibit A. Failure on the part of VERIZON to file said consent within 30 days of the effective date of this ordinance shall void and nullify any and all rights granted under this Franchise Agreement.</p>	<p><b>Section 5. Acceptance of Terms and Conditions.</b> <u>The full</u> acceptance of this Franchise Agreement and all the terms and conditions shall be filed with the City Clerk within 30 days of the effective date of this ordinance in the form attached hereto as Exhibit A. Failure on the part of Franchisee to file said consent within 30 days of the effective date of this ordinance shall void and nullify any and all rights granted under this Franchise Agreement.</p>	<p><b>Section 5. Acceptance of Terms and Conditions.</b> <u>An</u> acceptance of this Franchise Agreement and all the terms and conditions, <u>in the form attached hereto as Exhibit A,</u> shall be filed with the City Clerk within 30 days of the effective date of this ordinance. Failure on the part of Mobilitie to file said consent within 30 days of the effective date of this ordinance shall void and nullify any and all rights granted under this Franchise Agreement, <u>and in such event this Agreement shall terminate without further obligation to either party.</u></p>	<p>Language negotiated specific to Mobilitie Agreement</p>

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<p><b>Section 6. Construction Provisions and Standards</b></p>	<p>1. <b>Permit Required.</b> No <b>construction</b>, maintenance, or repairs (except for emergency repairs) shall be undertaken in the Franchise Area without first obtaining appropriate <b>Permits</b> from the City of Tukwila. In case of an emergency, VERIZON shall, within 24 hours of the emergency, obtain a <b>Permit</b> from the City of Tukwila’s Public Works Department.</p>	<p>1. <b>Permit Required.</b> No <b>construction</b>, maintenance, or repairs (except for emergency repairs) shall be undertaken in the Franchise Area without first obtaining appropriate <b>permits</b> from the City of Tukwila. In case of an emergency, Franchisee shall, within 24 hours of the emergency, obtain a <b>permit</b> from the City of Tukwila’s Public Works Department.</p>	<p>1. <b>Permit Required.</b> No <b>Construction</b>, maintenance, or repairs (except for emergency repairs) shall be undertaken in the Franchise Area without first obtaining appropriate <b>permits</b> from the City of Tukwila, <b>except in the case of an Emergency</b>. In case of an Emergency, <b>Mobilitie may proceed with Construction, maintenance, or repairs necessary to address the Emergency without first obtaining appropriate permits</b>, but shall, within 24 hours of the Emergency, obtain a <b>permit</b> from the City of Tukwila’s Public Works Department. <b>Such 24-hour period shall be extended to accommodate the duration of any closure of the City of Tukwila’s Public Works Department (for example, for a holiday or weekend).</b></p>	<p>“Permit(s)” and the use of a capital letter indicates the Permit in question is defined in the Franchise Agreement. That is not the case, therefore use of “permit(s)” is correct in that it references a generic permit required as part of the larger permitting process.</p> <p>Use of “Construction” implies construction specific to the Agreement</p> <p>Remainder of the difference negotiated specific to Mobilitie Agreement address steps to be taken in the case of a bonafide emergency.</p>
<p><b>Section 6. Construction Provisions and Standards</b></p>	<p>2. <b>Coordination.</b> All capital <b>construction</b> projects performed by VERIZON within the Franchise Area shall be inspected by a City inspector. All work and inspection shall be coordinated with the Engineering Division of the Public Works Department to ensure consistency with City infrastructure, future <b>Capital</b> Improvement Projects, all developer improvements, and pertinent codes and ordinances in effect on the date the permits and authorizations are issued for the affected Facilities.</p>	<p>2. <b>Coordination.</b> All capital <b>construction</b> projects performed by Franchisee within the Franchise Area shall be inspected by a City inspector. All work and inspection shall be coordinated with the Engineering Division of the Public Works Department to ensure consistency with City infrastructure, future <b>Public</b> Improvement Projects, all developer improvements, and pertinent codes and ordinances in effect on the date the permits and authorizations are issued for the affected Facilities.</p>	<p>2. <b>Coordination.</b> All capital <b>Construction</b> projects performed by Mobilitie within the Franchise Area shall be inspected by a City inspector. All work and inspection shall be coordinated with the Engineering Division of the Public Works Department to ensure consistency with City infrastructure, future <b>Public</b> Improvement projects, all developer improvements, and pertinent codes and ordinances in effect on the date the permits and authorizations are issued for the affected Facilities.</p>	<p>Change from “Capital” to “Public” clarifies that the projects in question are coordinated with publicly owned and controlled projects whereas “Capital” could be construed to encompass private projects which are not part of this Franchise Agreement.</p> <p>Use of “Construction” implies construction specific to the Agreement, used throughout Mobilitie Agreement</p>
<p><b>Section 6. Construction Provisions and Standards</b></p>	<p>4. <b>Use of Public Rights-of-Way.</b> Within parameters related to the City’s role in protecting the public health, safety, and welfare and except as may be otherwise preempted by Law, the City may require that Facilities be installed at a particular time, at a specific place, or in a particular manner as a condition of access to the proposed Franchise Area and may deny access <b>if VERIZON is not willing to comply</b> with such requirements; and, may require removal of any Facility that is not installed in compliance with the Standards provided in this Franchise Agreement or which is installed without prior City approval of the time, place, or manner of installation.</p>	<p>4. <b>Use of Public Rights-of-Way.</b> Within parameters related to the City’s role in protecting the public health, safety, and welfare and except as may be otherwise preempted by Law, the City may require that Facilities be installed at a particular time, at a specific place, or in a particular manner as a condition of access to the proposed Franchise Area and may deny access <b>if Franchisee is not willing to comply</b> with such requirements; and, may require removal of any Facility that is not installed in compliance with the Standards provided in this Franchise or which is installed without prior City approval of the time, place, or manner of installation.</p>	<p>4. <b>Use of Public Rights-of-Way.</b> Within parameters related to the City’s role in protecting the public health, safety, and welfare and except as may be otherwise preempted by Law, the City may require that Facilities be installed at a particular time, at a specific place, or in a particular manner as a condition of access to the proposed Franchise Area and may deny access <b>except in compliance</b> with such requirements; and, may require removal of any Facility that is not installed in compliance with the Standards provided in this Franchise or which is installed without prior City approval of the time, place, or manner of installation.</p>	<p>Negotiated change specific to Mobilitie Agreement, intent unchanged.</p>

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<b>Section 6. Construction Provisions and Standards</b>	<p>5. <b>Construction Standards.</b> Any construction, installation, maintenance, and restoration activities performed by or for VERIZON within the Franchise Area shall be constructed and located so as to produce the least amount of interference with the free passage of pedestrian and vehicular traffic and the rights and reasonable convenience of property owners, businesses, and residents along the Public Rights-of-Way. All construction, installation, maintenance and restoration activities shall be conducted such that they conform to the City’s development guidelines and standards in effect on the date the permits and authorizations are issued for the affected Facilities and comply with Title 11 of the Tukwila Municipal Code. VERIZON’s Facilities shall be designed, located, aligned, and constructed so as not to disturb or impair the use or operation of any street improvements, utilities, and related facilities of <b>the</b> City or the City’s existing lessees, licensees, permittees, franchisees, easement beneficiaries or lien holders, without prior written consent of <b>the</b> City or the parties whose improvements are interfered with and whose consent is required pursuant to agreements with the City existing prior to the <b>effective date</b>.</p>	<p>5. <b>Construction Standards.</b> Any construction, installation, maintenance and restoration activities performed by or for Franchisee within the Franchise Area shall be constructed and located so as to produce the least amount of interference with the free passage of pedestrian and vehicular traffic and the rights and reasonable convenience of property owners, businesses, and residents along the Public Rights-of-Way. All construction, installation, maintenance, and restoration activities shall be conducted such that they conform to the City’s development guidelines and standards in effect on the date the permits and authorizations are issued for the affected Facilities and comply with Title 11 of the Tukwila Municipal Code. Franchisee’s Facilities shall be designed, located, aligned, and constructed so as not to disturb or impair the use or operation of any street improvements, utilities, and related facilities of City or the City’s existing lessees, licensees, permittees, franchisees, easement beneficiaries, or lien holders, without prior written consent of City or the parties whose improvements are interfered with and whose consent is required pursuant to agreements with the City existing prior to the <b>Effective Date</b>.</p>	<p>5. <b>Construction Standards.</b> Any Construction, installation, maintenance and restoration activities performed by or for Mobilitie within the Franchise Area shall be Constructed and located so as to produce the least amount of interference with the free passage of pedestrian and vehicular traffic and the rights and reasonable convenience of property owners, businesses, and residents along the Public Rights-of-Way. All Construction, installation, maintenance, and restoration activities shall be conducted such that they conform to the City’s development guidelines and standards in effect on the date the permits and authorizations are issued for the affected Facilities and comply with Title 11 of the Tukwila Municipal Code. Franchisee’s Facilities shall be designed, located, aligned, and Constructed so as not to disturb or impair the use or operation of any street improvements, utilities, and related facilities of City or the City’s existing lessees, licensees, permittees, franchisees, easement beneficiaries, or lien holders, without prior written consent of City or the parties whose improvements are interfered with and whose consent is required pursuant to agreements with the City existing prior to the <b>Effective Date</b>.</p>	<p>Grammatical preference in remove the article before City.</p> <p>Capitalization of “Effective Date” clarifies the date is when this particular agreement is enacted and governs. See below.</p>
<b>Section 6. Construction Provisions and Standards, 6. Duty to Restore</b>	<p>a. VERIZON shall, after completion of construction of any part of its <b>Telecommunications System</b>, leave the Public Rights-of-Way and other property disturbed nearby in as good or better condition in all respects as it was in before the commencement of such Construction. VERIZON agrees to promptly complete restoration work to the reasonable satisfaction of the City and in conformance with City <b>Standards</b>.</p>	<p>a. Franchisee shall, after completion of construction of any part of its <b>Telecommunications System</b>, leave the Public Rights-of-Way and other property disturbed nearby, in as good or better condition in all respects as it was in before the commencement of such Construction. Franchisee agrees to promptly complete restoration work to the reasonable satisfaction of the City and in conformance with City <b>standards</b>.</p>	<p>a. Franchisee shall, after completion of Construction of any part of its <b>Network</b>, leave the Public Rights-of-Way and other property disturbed nearby, in as good or better condition in all respects as it was in before the commencement of such Construction. Franchisee agrees to promptly complete restoration work to the reasonable satisfaction of the City and in conformance with City <b>standards</b>.</p>	<p>Use of “Network” in lieu of “Telecommunications System” negotiated specifically for Mobilitie Agreement</p> <p>Change to “standards” in this clause is an oversight and should be changed to “Standards”</p>
<b>Section 6. Construction Provisions and Standards, 6. Duty to Restore</b>	<p>c. If weather or other conditions do not allow the complete restoration required, VERIZON shall temporarily restore the affected Public <b>Right</b>-of-Way or public property. VERIZON shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.</p>	<p>c. If weather or other conditions do not allow the complete restoration required, Franchisee shall temporarily restore the affected Public <b>Rights</b>-of-Way or public property. Franchisee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.</p>	<p>c. If weather or other conditions do not allow the complete restoration required, Franchisee shall temporarily restore the affected Public <b>Rights</b>-of-Way or public property. Franchisee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.</p>	<p>Grammatical change made for consistency</p>

**Comparison of Small Cell Franchise Agreements**

Location	Verizon Agreement	AT&T/Cingular Agreement	Mobilitie Agreement	Discussion
<p><b>Section 6. Construction Provisions and Standards</b></p>	<p>8. <b>Warranty.</b> VERIZON shall warrant any restoration work performed by VERIZON in the Public Rights-of-Way or on other public property for 2 years, unless a longer period is required by applicable City Standards. If restoration is not satisfactorily and timely performed by VERIZON, the City may, after 30 days prior notice to VERIZON, or without notice where the disturbance or damage may create an imminent risk to public health or safety, cause the repairs to be made and recover the cost of those repairs from VERIZON. Within 30 days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, VERIZON shall pay the City.</p>	<p>8. <b>Warranty.</b> Franchisee shall warrant any restoration work performed by Franchisee in the Public Rights-of-Way or on other public property for 2 years, unless a longer period is required by applicable City Standards. If restoration is not satisfactorily and timely performed by Franchisee, the City may, after prior notice to Franchisee, or without notice where the disturbance or damage may create an imminent risk to public health or safety, cause the repairs to be made and recover the actual, and documented cost of those repairs from Franchisee. Within 30 days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, Franchisee shall pay the City.</p>	<p>8. <b>Warranty.</b> Franchisee shall warrant any restoration work performed by Franchisee in the Public Rights-of-Way or on other public property for 2 years, unless a longer period is required by applicable City Standards. If restoration is not satisfactorily and timely performed by Franchisee, the City may, after prior notice to Franchisee, or without notice where the disturbance or damage may create an imminent risk to public health or safety, cause the repairs to be made and recover the actual, and documented cost of those repairs from Franchisee. Within 30 days of receipt of an itemized list of those costs, including the costs of labor, materials and equipment, Franchisee shall pay the City.</p>	<p>Removal of “after 30 days” negotiated</p>
<p><b>Section 6. Construction Provisions and Standards</b></p>	<p>9. <b>Restoration of Private Property.</b> When VERIZON does any Work in the Public Rights-of-Way that affects, disturbs, alters, or damages any adjacent private property, it shall, at its own expense, be responsible for restoring such private property to the reasonable satisfaction of the private property owner.</p>	<p>9. <b>Restoration of Private Property.</b> When Franchisee does any Work in the Public Rights-of-Way that affects, disturbs, alters, or damages any adjacent private property, it shall, at its own expense, be responsible for restoring such private property to the reasonable satisfaction of the private property owner.</p>	<p>9. <b>Restoration of Private Property.</b> When Franchisee does any Work in the Public Rights-of-Way that affects, disturbs, alters, or damages any adjacent private property, it shall, at its own expense, be responsible for restoring such private property to <u>its condition immediately prior to the affect. disturbance, alteration, or damage, to</u> the reasonable satisfaction of the private property owner.</p>	<p>Additional language specific to Mobilitie Agreement</p>



**Comparison of Small Cell Franchise Agreements**

Location	Verizon Agreement	AT&T/Cingular Agreement	Mobilitie Agreement	Discussion
<p><b>Section 6. Construction Provisions and Standards</b></p>	<p>10. <b>Stop Work.</b> On <b>written</b> notice from the City that any Work does not comply with the Franchise Agreement, the approved Design Documents for the Work, the Standards, or other applicable Law, or is being performed in an unsafe or dangerous manner as <b>reasonably</b> determined by the City, the non-compliant Work may immediately be stopped by the City. The stop work order shall be in writing, given to the Person doing the Work and be posted on the Work site, indicate the nature of the alleged violation or unsafe condition and establish conditions under which Work may be resumed. If so ordered, VERIZON shall cease and shall cause its contractors and subcontractors to cease such activity until the City is satisfied that VERIZON is in compliance. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable Law, may order VERIZON to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes in its discretion. The City has the right to inspect, repair, and correct the unsafe condition if VERIZON fails to do so, and to reasonably charge VERIZON for the costs incurred to perform such inspection, repair, or correction. Payment by VERIZON will be made within 30 days following receipt of written notice including itemized invoice and supporting documentation evidencing such cost.</p>	<p>10. <b>Stop Work.</b> On notice from the City that any Work does not comply with the Franchise, the approved Design Documents for the Work, the Standards, or other applicable Law, or is being performed in an unsafe or dangerous manner as determined by the City, the non-compliant Work may immediately be stopped by the City. The stop work order shall be in writing, given to the Person doing the Work and be posted on the Work site, indicate the nature of the alleged violation or unsafe condition and establish conditions under which Work may be resumed. If so ordered, Franchisee shall cease and shall cause its contractors and subcontractors to cease such activity until the City is satisfied that Franchisee is in compliance. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable Law, may order Franchisee to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes in its discretion. The City has the right to inspect, repair, and correct the unsafe condition if Franchisee fails to do so, and to reasonably charge Franchisee for the <b>actual and documented</b> costs incurred to perform such inspection, repair, or correction. Payment by Franchisee will be made within 30 days following receipt of written notice including itemized invoice and supporting documentation evidencing such cost.</p>	<p>10. <b>Stop Work.</b> On notice from the City that any Work does not comply with the Franchise, the approved Design Documents for the Work, the Standards, or other applicable Law, or is being performed in an unsafe or dangerous manner as determined by the City, the non-compliant Work may immediately be stopped by the City. The stop work order shall be in writing, given to the Person doing the Work and be posted on the Work site, indicate the nature of the alleged violation or unsafe condition and establish conditions under which Work may be resumed. If so ordered, Franchisee shall cease and shall cause its contractors and subcontractors to cease such activity until the City is satisfied that Franchisee is in compliance. If an unsafe condition is found to exist, the City, in addition to taking any other action permitted under applicable Law, may order Franchisee to make the necessary repairs and alterations specified therein forthwith to correct the unsafe condition by a time the City establishes in its discretion. The City has the right to inspect, repair, and correct the unsafe condition if Franchisee fails to do so, and to reasonably charge Franchisee for the <b>actual and documented</b> costs incurred to perform such inspection, repair, or correction. Payment by Franchisee will be made within 30 days following receipt of written notice including itemized invoice and supporting documentation evidencing such cost.</p>	<p>“Written” removed to all for all types of notices to be used.</p> <p>Term “reasonably” removed to give final authority to Tukwila to make the determination when activity is unsafe or dangerous, not compliant with standards or laws, or not meeting the City-approved designs.</p> <p>Inclusion of “actual and documented” provides assurance to the Franchisee that the City will be able to produce a detailed invoice of reimbursable costs incurred to cure borne by the City.</p>

**Comparison of Small Cell Franchise Agreements**

Location	Verizon Agreement	AT&T/Cingular Agreement	Mobilitie Agreement	Discussion
<p><b>Section 6. Construction Provisions and Standards</b></p>	<p>11. <b>Alteration.</b> Except as may be shown in the Design Documents approved by the City or the records drawings, or as may be necessary to respond to an Emergency, VERIZON and VERIZON's contractors and subcontractors may not make any material alterations to the Franchise Area without the City's prior consent, which consent shall not be unreasonably withheld, <del>delayed, or conditioned</del>. The parties acknowledge that nothing in this agreement limits the City's rights under applicable federal, state, and local laws to regulate the placement and appearance of VERIZON's Facilities in the Franchise Area. Material alteration <del>and/or deviation</del> shall include, but not be limited to: a change in the dimension <del>of height of</del> location or placement of the Facilities</p>	<p>11. <b>Alteration.</b> Except as may be shown in the Design Documents approved by the City or the records drawings, or as may be necessary to respond to an Emergency, Franchisee and Franchisee's contractors and subcontractors may not make any material alterations to the Franchise Area without the City's prior <u>written</u> consent, which consent shall not be unreasonably withheld. The parties acknowledge that nothing in this agreement limits the City's rights under applicable federal, state, and local laws to regulate the placement and appearance of Franchisee's Facilities in the Franchise Area. Material alteration shall include, but not be limited to: a change in the dimension, height, location, or placement of the Facilities</p>	<p>11. <b>Alteration.</b> Except as may be shown in the Design Documents approved by the City or the records drawings, or as may be necessary to respond to an Emergency, Franchisee and Franchisee's contractors and subcontractors may not make any material alterations to the Franchise Area without the City's prior <u>written</u> consent, which consent shall not be unreasonably withheld. The parties acknowledge that nothing in this agreement limits the City's rights under applicable federal, state, and local laws to regulate the placement and appearance of Franchisee's Facilities in the Franchise Area. Material alteration shall include, but not be limited to: a change in the dimension, height, location, or placement of the Facilities. <u>If Franchisee desires to change either the location of any Facilities or otherwise materially deviates from the approved design of any of the Facilities, Franchisee shall submit such change to the City in writing for its approval. Franchisee shall have no right to commence any such alteration until after Franchisee has received the City's approval of such change in writing. Under no circumstance shall Franchisee permanently affix anything in the Franchise Area that has not been permitted by the City and/or that inconveniences the public use of the right of way or adversely affects the public health, safety, or welfare. Notwithstanding the foregoing, alterations shall not be material and shall not be subject to additional permitting or City approval to the extent that: (i) such modification to the attachment involves only substitution of internal components, and does not result in any change to the external appearance, dimensions, or weight of the attachment, as approved by the City; or (ii) such modification involves replacement of the attachment with an attachment that is the same, or smaller in weight and dimensions as the approved attachment. Mobilitie will notify the City of any such modification within 15 days after the modification is made.</u></p>	<p>Negotiated changes between Tukwila and the Franchisees.</p> <p>Additional language in Mobilitie Agreement provides clarification on maintenance-type work not requiring additional permitting and restricts replacement of equipment to the same size and weight or smaller as the original permitted use.</p>

Comparison of Small Cell Franchise Agreements				
Location	Verizon Agreement	AT&T/Cingular Agreement	Mobilitie Agreement	Discussion
<b>Section 6. Construction Provisions and Standards</b>	<p>12. <b>Underground Installation Required.</b> All telecommunications cables and junction boxes or other vaulted system components shall be installed underground <b>consistent with the requirements</b> of Tukwila Municipal Code Section 11.32.090(B), unless otherwise exempted from this requirement, in writing, by the Public Works Director provided, however, this requirement shall not apply to the Facilities that are required to remain above ground in order to be functional.</p>	<p>12. <b>Underground Installation Required.</b> All telecommunications cables and junction boxes or other vaulted system components shall be installed underground <b>consistent with the requirements</b> of Tukwila Municipal Code Section 11.32.090(B), unless otherwise exempted from this requirement, in writing, by the Public Works Director, provided, however, this requirement shall not apply to the Facilities that are required to remain above ground in order to be functional.</p>	<p>12. <b>Underground Installation Required.</b> All telecommunications cables and junction boxes or other vaulted system components shall be installed underground <b>when and to the extent required by</b> Tukwila Municipal Code Section 11.32.090(B), unless otherwise exempted from this requirement, in writing, by the Public Works Director, provided however, this requirement shall not apply to the Facilities that are required to remain above ground in order to be functional.</p>	Language preference negotiated specific to Mobilitie Agreement, intent of the section is unchanged
<b>Section 6. Construction Provisions and Standards, 13, Relocation</b>	<p>a. The City shall have the right to require VERIZON to alter, adjust, relocate, re-attach, secure, or protect in place its Facilities within the public right-of-way when reasonably necessary for construction, alteration, repair, or improvement of any portion of the <b>public rights-of-way</b> for purposes of public welfare, health, or safety ("Public Improvements"). Such Public Improvements include, but are not limited to: <b>public rights-of-way</b> construction; <b>public rights-of-way</b> repair (including resurfacing or widening); change of <b>public rights-of-way</b> grade; construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, communication lines, or any other type of government-owned communications, utility, or public transportation systems, public work, public facility, or improvement of any government-owned utility; <b>public rights-of-way</b> vacation, and the construction of any public improvement or structure by any governmental agency acting in a governmental capacity.</p>	<p>a. The City shall have the right to require Franchisee to alter, adjust, relocate, re-attach, secure, or protect in place its Facilities within the public right-of-way when reasonably necessary for construction, alteration, repair, or improvement of any portion of the <b>Public Rights-of-Way</b> for purposes of public welfare, health, or safety ("Public Improvements"). Such Public Improvements include, but are not limited to: <b>Public Rights-of-Way</b> construction; <b>Public Rights-of-Way</b> repair (including resurfacing or widening); change of <b>Public Rights-of-Way</b> grade; construction, installation, or repair of sewers, drains, water pipes, power lines, signal lines, communication lines, or any other type of government-owned communications, utility or public transportation systems, public work, public facility, or improvement of any government-owned utility; <b>Public Rights-of-Way</b> vacation, and the construction of any public improvement or structure by any governmental agency acting in a governmental capacity. In the event the City requires Franchisee to relocate its Facilities, the City shall provide Franchisee with written notice requesting such relocation, along with plans for the public improvement that are sufficiently complete to allow for the initial evaluation, coordination, and the development of a relocation plan. The City and Franchisee shall meet at a time and location determined by the City to discuss the project requirements including critical timelines, schedules, construction standards, utility conflicts, as-built requirements, and other pertinent relocation plan details. The City shall notify Franchisee as soon as practicable of the need for</p>	<p>a. The City shall have the right to require Mobilitie to alter, adjust, relocate, re-attach, secure, or protect in place its Facilities within the public right-of-way when reasonably necessary for construction, alteration, repair, or improvement of any portion of the <b>Public Rights-of-Way</b> for purposes of public welfare, health, or safety ("Public Improvements"). Such Public Improvements include, but are not limited to: <b>Public Rights-of-Way</b> construction; <b>Public Rights-of-Way</b> repair (including resurfacing or widening); change of <b>Public Rights-of-Way</b> grade; construction, installation, or repair of sewers, drains, water pipes, power lines, signal lines, communication lines, or any other type of government-owned communications, utility or public transportation systems, public work, public facility, or improvement of any government-owned utility; <b>Public Rights-of-Way</b> vacation, and the construction of any public improvement or structure by any governmental agency acting in a governmental capacity. In the event the City requires Mobilitie to relocate its Facilities, the City shall provide Mobilitie with written notice requesting such relocation, along with plans for the Public Improvement that are sufficiently complete to allow for the initial evaluation, coordination, and the development of a relocation plan. The City and Mobilitie shall meet at a time and location determined by the City to discuss the project requirements including critical timelines, schedules, construction standards, utility conflicts, as-built requirements, and other pertinent relocation plan details. The City shall notify Mobilitie as soon as practicable of the need for relocation</p>	<p>"Public Rights-of-Way" and the use of capital letters indicates the publicly owned ROW specific to the Franchise and the City's rights to require relocation. Change included after Verizon Agreement was approved.</p> <p>Addition to last sentence negotiated specific to Mobilitie Agreement</p>

**Comparison of Small Cell Franchise Agreements**

Location	Verizon Agreement	AT&T/Cingular Agreement	Mobilitie Agreement	Discussion
		relocation and shall specify the date by which relocation shall be completed. Except in case of emergency such notice shall be no less than 90 days.	and shall specify the date by which relocation shall be completed. Except in case of emergency, such notice shall be no less than 90 days <b>before the relocation is to be completed.</b>	
<b>Section 6. Construction Provisions and Standards, 13, Relocation</b>	c. VERIZON may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation within the time specified by the City. Such alternatives shall include the use and operation of temporary Facilities in adjacent rights-of-way. The City shall evaluate such alternatives and advise VERIZON in writing if one or more of the alternatives are suitable to accommodate the work, which would otherwise necessitate relocation of the Facilities. If requested by the City, VERIZON shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by VERIZON full and fair consideration. In the event the City, in its sole discretion, decides not to accept the alternatives suggested by VERIZON, VERIZON shall relocate its Facilities as <b>otherwise specified in Section 6, subparagraph 5.</b>	c. Franchisee may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation within the time specified by the City. Such alternatives shall include the use and operation of temporary Facilities in adjacent rights-of-way. The City shall evaluate such alternatives and advise Franchisee in writing if one or more of the alternatives are suitable to accommodate the work, which would otherwise necessitate relocation of the Facilities. If requested by the City, Franchisee shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by Franchisee full and fair consideration. In the event the City, in its sole discretion, decides not to accept the alternatives suggested by Franchisee, Franchisee shall relocate its Facilities as <b>directed by the City.</b>	c. Mobilitie may, after receipt of written notice requesting a relocation of its Facilities, submit to the City written alternatives to such relocation within the time specified by the City. Such alternatives shall include the use and operation of temporary Facilities in adjacent rights-of-way. The City shall evaluate such alternatives and advise Mobilitie in writing if one or more of the alternatives are suitable to accommodate the work, which would otherwise necessitate relocation of the Facilities. If requested by the City, Mobilitie shall submit additional information to assist the City in making such evaluation. The City shall give each alternative proposed by Mobilitie full and fair consideration. In the event the City, in its sole discretion, decides not to accept the alternatives suggested by Mobilitie, Mobilitie shall relocate its Facilities as <b>directed by the City.</b>	Change gives more control to the City to direct relocation but does not give authority to go beyond authority or requirements defined within the Franchise.
<b>Section 6. Construction Provisions and Standards, 13, Relocation</b>	e. If during the construction, repair, or maintenance of the City's <b>public improvement</b> project an unexpected conflict occurs from VERIZON's Facilities, VERIZON shall, upon notification from the City, respond within 24 hours to resolve the conflict.	e. If during the construction, repair, or maintenance of the City's <b>public improvement</b> project an unexpected conflict occurs from Franchisee's Facilities, Franchisee shall, upon notification from the City, respond within 24 hours to resolve the conflict.	e. If during the construction, repair, or maintenance of the City's <b>Public Improvement</b> project an unexpected conflict occurs from Mobilitie's Facilities, Mobilitie shall, upon notification from the City, respond within 24 hours to resolve the conflict.	Use of "Public Improvement" clarifies that the project in question specifically relates to the Relocation section of the Franchise Agreement. Negotiated specific to Mobilitie Agreement
<b>Section 6. Construction Provisions and Standards</b>	14. <b>Removal or Abandonment.</b> Upon the removal from service of any service antennas or other associated structures, Facilities and amenities, VERIZON shall comply with all applicable standards and requirements prescribed by the City of Tukwila's Public Works Department for the removal or abandonment of said structures and Facilities. No <b>facility constructed</b> or owned by VERIZON shall be abandoned without the express written consent of the City.	14. <b>Removal or Abandonment.</b> Upon the removal from service of any service antennas or other associated structures, Facilities and/or amenities, Franchisee shall comply with all applicable standards and requirements prescribed by the City of Tukwila's Public Works Department for the removal or abandonment of said structures and Facilities. No <b>Facility Constructed</b> or owned by Franchisee shall be abandoned without the express written consent of the City.	14. <b>Removal or Abandonment.</b> Upon the removal from service of any service antennas or other associated structures, Facilities and/or amenities, Mobilitie shall comply with all applicable standards and requirements prescribed by the City of Tukwila's Public Works Department for the removal or abandonment of said structures and Facilities. No <b>Facility Constructed</b> or owned by Mobilitie shall be abandoned without the express written consent of the City.	Inclusion of "/or" provides clarity on removal and abandonment definition.  Use of "Facilities Constructed" implies the facility in question is specifically related to the Agreements

**Comparison of Small Cell Franchise Agreements**

Location	Verizon Agreement	AT&T/Cingular Agreement	Mobilitie Agreement	Discussion
<p><b>Section 6. Construction Provisions and Standards</b></p>	<p>15. <b>Bond.</b> Before undertaking any of the work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Franchise Agreement, VERIZON shall, upon the request of the City, furnish one bond executed by VERIZON for all of its Facilities in the City's rights-of-way, in such sum as may be set and approved by the City as sufficient to ensure performance of VERIZON's obligations under this Franchise Agreement, provided, however, that such sum shall not exceed 150% of the cost of the Telecommunications System to be installed by VERIZON in the City rights-of-way. At VERIZON's sole option, VERIZON may provide alternate security in the form of an assignment of funds or a letter of credit, in the same amount as the bond. All forms of security shall be in the form reasonably acceptable to the City. The bond shall be conditioned so that VERIZON shall observe all the covenants, terms, and conditions and shall faithfully perform all of the obligations of this Franchise Agreement, and to repair or replace any defective VERIZON work or materials discovered in the City's roads, streets, or property.</p>	<p>15. <b>Bond.</b> Before undertaking any of the work, installation, improvements, construction, repair, relocation, or maintenance authorized by this Franchise Agreement, Franchisee shall, upon the request of the City, furnish one bond executed by Franchisee for all of its Facilities in the City's rights-of-way, in the amount of \$25,000.00. At Franchisee's sole option, Franchisee may provide alternate security in the form of an assignment of funds or a letter of credit, in the same amount as the bond. All forms of security shall be in a form reasonably acceptable to the City. The bond shall be conditioned so that Franchisee shall observe all the covenants, terms, and conditions and shall faithfully perform all of the obligations of this Franchise Agreement, and repair or replace any defective Franchisee work or materials discovered in the City's roads, streets, or property.</p>	<p>15. <b>Bond.</b> Before undertaking any of the work, installation, improvements, Construction, repair, relocation, or maintenance authorized by this Franchise Agreement, Mobilitie shall, upon the request of the City, furnish one bond executed by Mobilitie for all of its Facilities in the City's rights-of-way, in the amount of \$25,000.00. At Franchisee's sole option, Franchisee may provide alternate security in the form of an assignment of funds or a letter of credit, in the same amount as the bond. All forms of security shall be in a form reasonably acceptable to the City. The bond shall be conditioned so that Mobilitie shall observe all the covenants, terms, and conditions and shall faithfully perform all of the obligations of this Franchise Agreement, and repair or replace any defective Mobilitie work or materials discovered in the City's roads, streets, or property.</p>	<p>Negotiated differences between Agreements.</p>
<p><b>Section 6. Construction Provisions and Standards</b></p>	<p>18. <b>Recovery of Costs.</b> VERIZON shall be subject to all permit fees associated with activities undertaken through the authority granted in this Franchise Agreement or under ordinances of the City in effect on the date the permits and authorizations are issued for the affected Facilities. Where the City incurs reasonable costs and expenses for review or inspection of activities undertaken through the authority granted in this Franchise Agreement or any ordinances relating to the subject for which permit fees have not been established, VERIZON shall pay such reasonable costs and expenses directly to the City.</p>	<p>18. <b>Recovery of Costs.</b> Franchisee shall be subject to all permit fees associated with activities undertaken through the authority granted in this Franchise Agreement or under ordinances of the City in effect on the date the permits and authorizations are issued for the affected Facilities. Where the City incurs costs and expenses for review or inspection of activities undertaken through the authority granted in this Franchise Agreement or any ordinances relating to the subject for which permit fees have not been established, Franchisee shall pay such costs and expenses directly to the City.</p>	<p>18. <b>Recovery of Costs.</b> Mobilitie shall be subject to all permit fees associated with activities undertaken through the authority granted in this Franchise Agreement or under ordinances of the City in effect on the date the permits and authorizations are issued for the affected Facilities. Where the City incurs costs and expenses for review or inspection of activities undertaken through the authority granted in this Franchise Agreement or any ordinances relating to the subject for which permit fees have not been established, Mobilitie shall pay such reasonable costs and expenses directly to the City.</p>	<p>Negotiated change to ensure that any costs incurred by the City are recovered without the qualifier of "reasonable"</p>

**Comparison of Small Cell Franchise Agreements**

Location	Verizon Agreement	AT&T/Cingular Agreement	Mobilitie Agreement	Discussion
<b>Section 7. Franchise Compliance</b>	<p>A. <b>Franchise Violations.</b> The failure by VERIZON to fully comply with any of the provisions of this Franchise Agreement may result in a written notice from the City that describes the violations of the Franchise Agreement and requests remedial action within 60 days of receipt of such notice. If VERIZON has not attained full compliance at the end of the 60-day period following receipt of the violation notification, the City may declare an immediate termination of all franchise rights and privileges, provided that full compliance was reasonably possible within that 60-day period.</p>	<p>A. <b>Franchise Violations.</b> The failure by either the City or Franchisee (the "Defaulting Party") to fully comply with any of the provisions of this Franchise Agreement may result in a written notice from the other party (the "Non-Defaulting Party") that describes the violations of the Franchise Agreement and requests remedial action within 60 days of receipt of such notice. If the Defaulting Party has not attained full compliance at the end of the 60-day period following receipt of the violation notification, the Non-Defaulting Party may declare an immediate termination of this Franchise Agreement, provided that full compliance was reasonably possible within that 60-day period.</p>	<p>A. <b>Franchise Violations.</b> The failure by Mobilitie to fully comply with any of the provisions of this Franchise Agreement may result in a written notice from the City that describes the violations of the Franchise Agreement and requests remedial action within 60 days of receipt of such notice. If Mobilitie has not attained full compliance at the end of the 60-day period following receipt of the violation notification, the City may declare an immediate termination of all franchise rights and privileges, provided that full compliance was reasonably possible within that 60-day period.</p>	<p>Change provides direction should the City be the Defaulting Party in the agreement. Risk to the City is low.</p>
<b>Section 7. Franchise Compliance, B, Emergency Actions</b>	<p>1. If any of VERIZON's actions under this Franchise Agreement, or any failure by VERIZON to act to correct a situation caused by VERIZON, is reasonably deemed by the City to create a threat to life or property, financial harm, or cause a delay of the construction, repair or maintenance of the public improvement, the City may order VERIZON to immediately correct said threat, financial harm, or delay or, at the City's discretion, the City may undertake measures to correct said threat, financial harm or delay itself; provided that, when possible, the City shall notify VERIZON in writing and give VERIZON an opportunity to correct within a specified time said threat, financial harm or delay before undertaking such corrective measures.</p>	<p>1. If any of Franchisee's actions under this Franchise Agreement, or any failure by Franchisee to act to correct a situation caused by Franchisee, is reasonably deemed by the City to create a threat to life or property, financial harm, or cause a delay of the construction, repair or maintenance of the public improvement, the City may order Franchisee to immediately correct said threat, financial harm, or delay or, at the City's discretion, the City may undertake measures to correct said threat, financial harm or delay itself; provided that, when possible, the City shall notify Franchisee and give Franchisee an opportunity to correct within a specified time said threat, financial harm, or delay before undertaking such corrective measures.</p>	<p>1. If any of Mobilitie's actions under this Franchise Agreement, or any failure by Mobilitie to act to correct a situation caused by Mobilitie, is reasonably deemed by the City to create a threat to life or property, financial harm, or cause a delay of the construction, repair or maintenance of the public improvement, the City may order Mobilitie to immediately correct said threat, financial harm, or delay or, at the City's discretion, the City may undertake measures to correct said threat, financial harm or delay itself; provided that, when possible, the City shall notify Mobilitie and give Mobilitie an opportunity to correct within a specified time said threat, financial harm, or delay before undertaking such corrective measures.</p>	<p>"in writing" removed to all for all types of notices to be used.</p>

**Comparison of Small Cell Franchise Agreements**

Location	Verizon Agreement	AT&T/Cingular Agreement	Mobilitie Agreement	Discussion
<b>Section 8. Insurance.</b>	<p>A. VERIZON shall maintain Commercial General liability insurance during the full term of this Franchise Agreement for bodily injury (including death) and property damages. The limit of liability shall be a combined single limit in the amount of \$2,000,000 for each occurrence and \$2,000,000 general aggregate.</p>	<p>A. Franchisee shall maintain liability insurance during the full term of this Franchise Agreement for personal injury and property damages which may arise from or in connection with operations or activities performed by or on Franchisee’s behalf with the issuance of this Franchise. The Franchisee’s maintenance of insurance as required by the Franchise Agreement shall not be construed to limit the liability of Franchisee to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.</p>	<p>A. Mobilitie shall maintain liability insurance during the full term of this Franchise Agreement for personal injury and property damages which may arise from or in connection with operations or activities performed by or on Franchisee’s behalf with the issuance of this Franchise. The Franchisee’s maintenance of insurance as required by the Franchise Agreement shall not be construed to limit the liability of Franchisee to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity. <u>Notwithstanding anything to the contrary, Mobilitie may satisfy the foregoing insurance requirements through a combination of commercial general liability insurance and umbrella or excess liability insurance.</u></p>	<p>Changes to the required insurance coverage was negotiated with AT&amp;T/Cingular and Mobilitie after recommendations by WCIA. The insurance coverage in the Mobilitie and AT&amp;T Franchises provides significantly higher coverage than the Verizon Franchise. Mobilitie negotiated last clause to allow flexibility in meeting the higher coverage requirements through umbrella and/or excess liability insurance.</p>
<b>Section 8. Insurance.</b>	<p>B. Such insurance shall include as additional insured, the City, its officers, officials, and employees as their interest may appear under this Franchise Agreement, excluding worker’s compensation and employer’s liability; shall apply as primary insurance; and shall stipulate that no insurance affected by the City will be called on to contribute to a loss covered thereunder. Upon receipt of notice from its insurer(s) that any insurance required by this Franchise Agreement will be cancelled or will not be renewed, and VERIZON will not replace such insurance with coverage as required by this Franchise Agreement, VERIZON shall provide the City with 30 days prior written notice of such cancellation. Notice shall be provided as required by Section 12 below. Should the City receive such notice, at City’s discretion, the City may send a notice of default to VERIZON allowing VERIZON 15 days to cure its failure to maintain insurance as required by this Franchise Agreement. If VERIZON fails to cure the default within such 15-day period, the City may unilaterally terminate this Franchise Agreement by sending a written notice of termination to VERIZON.</p>	<p>B. Such required insurance shall include as additional insured, the City, its officers, officials, and employees as their interest may appear under this Franchise Agreement, excluding worker’s compensation and employer’s liability; shall apply as primary insurance; shall stipulate that no insurance affected by the City will be called on to contribute to a loss covered thereunder.</p> <p>1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Franchisee’s Commercial General Liability insurance shall provide limits of \$5,000,000 each occurrence; \$10,000,000 aggregate. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be included as an additional insured under the Permittee’s Commercial General Liability insurance policy using ISO Additional Insured—State or Political Subdivisions—Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.</p>	<p>B. Such required insurance shall include as additional insured, the City, its officers, officials, and employees as their interest may appear under this Franchise Agreement, excluding worker’s compensation and employer’s liability; shall apply as primary insurance; shall stipulate that no insurance affected by the City will be called on to contribute to a loss covered thereunder.</p> <p>1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Franchisee’s Commercial General Liability insurance shall provide limits of \$5,000,000 each occurrence; \$10,000,000 aggregate. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be included as an additional insured under the Permittee’s Commercial General Liability insurance policy using ISO Additional Insured—State or Political Subdivisions—Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.</p>	<p>Changes to the required insurance coverage was negotiated with AT&amp;T/Cingular and Mobilitie after recommendations by WCIA. The insurance coverage in the Mobilitie and AT&amp;T Franchises provides significantly higher coverage than the Verizon Franchise.</p>

**Comparison of Small Cell Franchise Agreements**

Location	Verizon Agreement	AT&T/Cingular Agreement	Mobilitie Agreement	Discussion
		<p>2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Automobile Liability insurance shall have a combined single limit for bodily injury and property damage of \$3,000,000 per accident. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.</p> <p>3. Further, franchisee shall maintain Pollution Liability insurance (or Franchisee shall self-insure the same) covering losses caused by pollution conditions that arise in connection with this Franchise. Franchisee's Pollution Liability insurance shall be written in an amount of \$1,000,000 per loss, with an annual aggregate of \$1,000,000. Pollution Liability insurance shall cover bodily injury, property damage, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.</p> <p>4. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A minus: VII.</p> <p>5. Notwithstanding the foregoing, Licensee may, in its sole discretion, self insure any of the required insurance under the same terms as required by this agreement as long as Franchisee or its affiliated parent maintains a net worth of at least \$200,000,000 as evidenced in its annual certified financials. In the event Franchisee elects to self-insure its obligation under this Agreement to include the City as an additional insured, the following conditions apply:</p> <p>(a) the City shall promptly and no later than 30 days after notice thereof provide Franchisee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this section and provide Franchisee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;</p>	<p>2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Automobile Liability insurance shall have a combined single limit for bodily injury and property damage of \$3,000,000 per accident. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.</p> <p>3. Further, franchisee shall maintain Pollution Liability insurance (or Franchisee shall self-insure the same) covering losses caused by pollution conditions that arise in connection with this Franchise. Franchisee's Pollution Liability insurance shall be written in an amount of \$1,000,000 per loss, with an annual aggregate of \$1,000,000. Pollution Liability insurance shall cover bodily injury, property damage, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.</p> <p>4. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A minus: VII.</p> <p>5. Notwithstanding the foregoing, Licensee may, in its sole discretion, self insure any of the required insurance under the same terms as required by this Agreement as long as Franchisee or its affiliated parent maintains a net worth of at least \$200,000,000 as evidenced in its annual certified financials. In the event Franchisee elects to self-insure its obligation under this Agreement to include the City as an additional insured, the following conditions apply:</p> <p>a. the City shall promptly and no later than 30 days after notice thereof provide Franchisee with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this section and provide Franchisee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;</p>	



**Comparison of Small Cell Franchise Agreements**

Location	Verizon Agreement	AT&T/Cingular Agreement	Mobilitie Agreement	Discussion
		<p>(b) the City shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Franchisee; and</p> <p>(c) the City shall fully cooperate with Franchisee in the defense of the claim, demand, lawsuit, or the like.</p>	<p>b. the City shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Franchisee; and</p> <p>c. the City shall fully cooperate with Franchisee in the defense of the claim, demand, lawsuit, or the like.</p>	
<p><b>Section 8. Insurance.</b></p>	<p>C. VERIZON's contractors and subcontractors performing Work in the Public Rights-of-Way shall comply with such bond, indemnity, and insurance requirements as may be required by City code or regulations, or other applicable Law. Any contractors or subcontractors performing Work within the Public Rights-of-Way on behalf of VERIZON shall be deemed servants and agents of VERIZON for the purposes of this Franchise Agreement and are subject to the same restrictions, limitations, and conditions as if the Work were performed by VERIZON. VERIZON shall be responsible for all Work performed by its contractors and subcontractors and others performing Work on its behalf as if the Work were performed by it, and shall ensure that all such Work is performed in compliance with this Franchise Agreement and other applicable laws, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is VERIZON's responsibility to ensure that contractors, subcontractors, or other Persons performing Work on VERIZON's behalf are familiar with the requirements of this Franchise Agreement and other applicable Laws governing the Work performed by them.</p>	<p>C. Franchisee's contractors and subcontractors performing Work in the Public Rights-of-Way shall comply with such bond, indemnity, and insurance requirements as may be required by City code or regulations, or other applicable Law. Any contractors or subcontractors performing Work within the Public Rights-of-Way on behalf of Franchisee shall be deemed servants and agents of Franchisee for the purposes of this Franchise and are subject to the same restrictions, limitations, and conditions as if the Work were performed by Franchisee. Franchisee shall be responsible for all Work performed by its contractors and subcontractors and others performing Work on its behalf as if the Work were performed by it, and shall ensure that all such Work is performed in compliance with this Franchise and other applicable laws, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Franchisee's responsibility to ensure that contractors, subcontractors, or other Persons performing Work on Franchisee's behalf are familiar with the requirements of this Franchise and other applicable Laws governing the Work performed by them. Notwithstanding the foregoing, neither Franchisee nor any of its contractors, subcontractors, or other Persons performing work on Franchisee's behalf shall be required to apply any new laws to existing Facilities unless required by law.</p> <p>D. The Franchisee shall provide the City with written notice of any required policy cancellation at least 30 days prior to the effective date of such cancellation if such coverage is not replaced. Failure on the part of Franchisee to maintain the insurance as required shall constitute a material breach of</p>	<p>C. Franchisee's contractors and subcontractors performing Work in the Public Rights-of-Way shall comply with such bond, indemnity, and insurance requirements as may be required by City code or regulations, or other applicable Law. Any contractors or subcontractors performing Work within the Public Rights-of-Way on behalf of Franchisee shall be deemed servants and agents of Franchisee for the purposes of this Franchise and are subject to the same restrictions, limitations, and conditions as if the Work were performed by Franchisee. Franchisee shall be responsible for all Work performed by its contractors and subcontractors and others performing Work on its behalf as if the Work were performed by it, and shall ensure that all such Work is performed in compliance with this Franchise and other applicable laws, and shall be jointly and severally liable for all damages and correcting all damage caused by them. It is Franchisee's responsibility to ensure that contractors, subcontractors, or other Persons performing Work on Franchisee's behalf are familiar with the requirements of this Franchise and other applicable Laws governing the Work performed by them.</p> <p>D. The Franchisee shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice if coverage is not replaced. Failure on the part of Franchisee to maintain the insurance as required shall constitute a material breach of the Franchise, upon which the City may, after giving five business days' notice to Franchisee to correct the breach, immediately terminate the Franchise or, at its discretion, procure or renew such insurance and pay any and all</p>	<p>Changes to the required insurance coverage was negotiated with AT&amp;T/Cingular and Mobilitie after recommendations by WCIA.</p>

**Comparison of Small Cell Franchise Agreements**

Location	Verizon Agreement	AT&T/Cingular Agreement	Mobilitie Agreement	Discussion
		<p>the Franchise, upon which the City may, after giving five business days' notice to Franchisee to correct the breach, immediately terminate the Franchise or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any reasonable sums so expended to be repaid to the City on demand.</p>	<p>premiums in connection therewith, with any reasonable sums so expended to be repaid to the City on demand.</p>	
<p><b>Section 10. Transfer of Ownership.</b></p>	<p>A. The rights, privileges, benefits, title, or interest provided by this Franchise shall not be sold, transferred, assigned or otherwise encumbered, without the prior written consent of the City, with such consent not being unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by other hypothecation, or by assignment or any rights, title or interest in VERIZON's <b>telecommunications system</b> in order to secure indebtedness. Approval shall not be required for mortgaging purposes provided that the collateral pledged for any mortgage shall not include the assets of this franchise. Approval shall not be required for any transfer from <b>VERIZON to another person or entity controlling, controlled by, or under common control with VERIZON.</b> VERIZON may license Facilities to other users without the consent of the City provided that VERIZON remains solely responsible for the terms and conditions outlined in this Franchise Agreement.</p>	<p>A. The rights, privileges, benefits, title, or interest provided by this Franchise shall not be sold, transferred, assigned or otherwise encumbered, without the prior written consent of the City, with such consent not being unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by other hypothecation, or by assignment or any rights, title or interest in Franchisee's <b>telecommunications system</b> in order to secure indebtedness. Approval shall not be required for mortgaging purposes provided that the collateral pledged for any mortgage shall not include the assets of this franchise. Approval shall not be required for any transfer from <b>Franchisee to another person or entity controlling, controlled by, or under common control with Franchisee.</b> Franchisee may license fibers to other users without the consent of the City provided that Franchisee remains solely responsible for the terms and conditions outlined in this Franchise Agreement.</p>	<p>A. The rights, privileges, benefits, title, or interest provided by this Franchise shall not be sold, transferred, assigned or otherwise encumbered, without the prior written consent of the City, with such consent not being unreasonably withheld, <b>conditioned</b>, or delayed. No such consent shall be required, however, for a transfer in trust, by other hypothecation, or by assignment or any rights, title or interest in Mobilitie's <b>Network</b> in order to secure indebtedness. Approval shall not be required for mortgaging purposes provided that the collateral pledged for any mortgage shall not include the assets of this franchise. Approval shall not be required for any transfer from <b>Mobilitie to an Affiliate or to any entity into which Mobilitie may be merged or consolidated or which purchases all or substantially all of the assets of Mobilitie that are subject to this Agreement.</b> The parties agree and acknowledge that, notwithstanding anything in this Agreement to the contrary, <b>certain Facilities deployed by Mobilitie in the Public Rights-of-Way pursuant to this Agreement may be owned by Mobilitie's third-party wireless carrier customers ("Carriers") and installed and maintained by Mobilitie pursuant to license agreements between Mobilitie and such Carriers. Such Facilities shall be treated as Mobilitie's Facilities for all purposes under this Agreement and sublicensing shall not require the City's consent provided that: (i) Mobilitie remains responsible and liable for all performance obligations under the Agreement with respect to such Facilities; (ii) the City's sole point of contact regarding such Facilities shall be Mobilitie; and (iii) Mobilitie shall have the right to remove and relocate the Facilities.</b></p>	<p>Negotiated changes specific to Mobilitie Agreement</p>

Comparison of Small Cell Franchise Agreements				
Location	Verizon Agreement	AT&T/Cingular Agreement	Mobilitie Agreement	Discussion
<b>Section 10. Transfer of Ownership.</b>	B. In any transfer of this Franchise which requires the approval of the City, VERIZON shall show that the recipient of such transfer has the technical ability, financial capability, and any other legal or general qualifications as reasonably determined by the City to be necessary to ensure that the obligations and terms required under this Franchise Agreement can be met to the full satisfaction of the City. This Franchise may not be transferred without filing or establishing with the City the insurance certificates, security fund, and performance bond as required pursuant to this Franchise. The qualifications of any transferee shall be determined by a hearing before the City Council and the approval to such transfer shall be granted by resolution of the City Council.	B. In any transfer of this Franchise which requires the approval of the City, Franchisee shall show that the recipient of such transfer has the technical ability, financial capability, and any other legal or general qualifications as reasonably determined by the City to be necessary to ensure that the obligations and terms required under this Franchise Agreement can be met to the full satisfaction of the City. This Franchise may not be transferred without filing or establishing with the City the insurance certificates, security fund, and performance bond as required pursuant to this Franchise. The qualifications of any transferee shall be determined by a hearing before the City Council and the approval to such transfer shall be granted by resolution of the City Council.	B. In any transfer of this Franchise which requires the approval of the City, Mobilitie shall show that the recipient of such transfer has the technical ability, financial capability, and any other legal or general qualifications as reasonably determined by the City to be necessary to ensure that the obligations and terms required under this Franchise Agreement can be met to the full satisfaction of the City. This Franchise may not be transferred without filing or establishing with the City the insurance certificates, security fund, and performance bond as required pursuant to this Franchise. The qualifications of any transferee <b>in a transfer that requires the approval of the City</b> shall be determined by a hearing before the City Council and the approval to such transfer shall be granted by resolution of the City Council.	Negotiated change specific to Mobilitie Agreement
<b>Section 11. Administrative Fees.</b>	A. Pursuant to the Revised Code of Washington (RCW), the City is precluded from imposing franchise fees for "telephone businesses" as defined in RCW 82.16.010, or "service provider" as defined in RCW 35.99.010, except that fees may be collected for administrative expenses related to such franchise. VERIZON does hereby warrant that its operations, as authorized under this Franchise Agreement, are those of a telephone business as defined in RCW 82.16.010 or a service provider as defined in 35.99.010.	A. Pursuant to the Revised Code of Washington (RCW), the City is precluded from imposing franchise fees for "telephone businesses" as defined in RCW 82.16.010, or "service provider" as defined in RCW 35.99.010, except that fees may be collected for administrative expenses related to such franchise <b>or site specific charges pursuant to RCW 35.21.860(1)(e).</b> Franchisee does hereby warrant that its operations, as authorized under this Franchise Agreement, are those of a telephone business as defined in RCW 82.16.010 or a service provider as defined in 35.99.010.	A. Pursuant to the Revised Code of Washington (RCW), the City is precluded from imposing franchise fees for "telephone businesses" as defined in RCW 82.16.010, or "service provider" as defined in RCW 35.99.010, except that fees may be collected for administrative expenses related to such <b>franchise or site specific charges pursuant to RCW 35.21.860(1)(e).</b> Mobilitie does hereby warrant that its operations, as authorized under this Franchise Agreement, are those of a telephone business as defined in RCW 82.16.010 or a service provider as defined in 35.99.010.	Negotiated change between Franchisees
<b>Section 11. Administrative Fees.</b>	D. In the event VERIZON submits a request for work beyond the scope of this Franchise Agreement, or submits a complex project that requires significant comprehensive plan review or inspection, VERIZON shall reimburse the City for franchise amendments and reasonable expenses associated with the project. VERIZON shall pay such costs within <b>60</b> days of receipt of a bill from the City.	D. In the event Franchisee submits a request for work beyond the scope of this Franchise Agreement, or submits a complex project that requires significant comprehensive plan review or inspection, Franchisee shall reimburse the City for franchise amendments and reasonable expenses associated with the project. Franchisee shall pay such costs within <b>30</b> days of receipt of a bill from the City.	D. In the event Mobilitie submits a request for work beyond the scope of this Franchise Agreement, or submits a complex project that requires significant comprehensive plan review or inspection, Mobilitie shall reimburse the City for franchise amendments and reasonable expenses associated with the project. Mobilitie shall pay such costs within <b>30</b> days of receipt of a bill from the City.	Negotiated change more beneficial to the City.

**Comparison of Small Cell Franchise Agreements**

Location	Verizon Agreement	AT&T/Cingular Agreement	Mobilitie Agreement	Discussion
<b>Section 13. Indemnification</b>	A. VERIZON shall use reasonable and appropriate precautions to avoid damage to persons or property in the construction, installation, repair, operation, and maintenance of its structures and Facilities within the Franchise Area. VERIZON shall release, indemnify, defend, and hold the City harmless from all claims, actions or damages, including reasonable attorney's and expert witness fees, which may accrue to or be suffered by any person or persons, corporation or property to the extent caused in part or in whole by any act or omission of VERIZON, its officers, agents, servants or employees, carried on in the furtherance of the rights, benefits, and privileges granted to VERIZON by this Franchise.	A. Franchisee shall use reasonable and appropriate precautions to avoid damage to persons or property in the construction, installation, repair, operation, and maintenance of its structures and Facilities within the Franchise Area. Franchisee shall release, indemnify, defend, and hold the City, <u>its agents, employees, officers, officials, and volunteers</u> harmless from all claims, actions, <u>losses</u> , or damages, including reasonable <u>attorneys'</u> and expert witness fees, which may accrue to or be suffered by any person or persons, corporation, or property to the extent caused in part or in whole by any act or omission of Franchisee, its officers, agents, servants, or employees, carried on in the furtherance of the rights, benefits, and privileges granted to Franchisee by this Franchise.	A. Mobilitie shall use reasonable and appropriate precautions to avoid damage to persons or property in the Construction, installation, repair, operation, and maintenance of its structures and Facilities within the Franchise Area. Mobilitie shall release, indemnify, defend, and hold the City, <u>its agents, employees, officers, officials, and volunteers</u> harmless from all claims, actions, or damages, including reasonable <u>attorneys'</u> and expert witness fees, which may accrue to or be suffered by any person or persons, corporation, or property to the extent caused in part or in whole by any act or omission of Mobilitie, its officers, agents, servants, or employees, carried on in the furtherance of the rights, benefits, and privileges granted to Mobilitie by this Franchise.	Negotiated change to expand indemnification coverage.  Typographical correction from "attorney's" to "attorneys"
<b>Section 13. Indemnification</b>	B. To the extent of any concurrent negligence between VERIZON and the City, VERIZON's obligations under this paragraph shall only extend to its share of negligence or fault. The City shall have the right at all times to participate through its own attorney in any suit or action <u>that</u> arises out of any right, privilege, and authority granted by or exercised pursuant to this Franchise Agreement when the City determines that such participation is required to protect the interests of the City or the public. Such participation by the City shall be at the City's sole cost and expense.	B. To the extent of any concurrent negligence between Franchisee and the City, Franchisee's obligations under this paragraph shall only extend to its share of negligence or fault. The City shall have the right at all times to participate through its own attorney in any suit or action <u>which</u> arises out of any right, privilege, and authority granted by or exercised pursuant to this Franchise Agreement when the City determines that such participation is required to protect the interests of the City or the public. Such participation by the City shall be at the City's sole cost and expense.	B. To the extent of any concurrent negligence between Mobilitie and the City, Mobilitie's obligations under this paragraph shall only extend to its share of negligence or fault. The City shall have the right at all times to participate through its own attorney in any suit or action <u>which</u> arises out of any right, privilege, and authority granted by or exercised pursuant to this Franchise Agreement when the City determines that such participation is required to protect the interests of the City or the public. Such participation by the City shall be at the City's sole cost and expense.	Grammatical correction from "that" to "which"
<b>Section 13. Indemnification</b>	C. With respect to the performance of this Franchise and as to claims made by VERIZON's employees against the City, its officers, agents and employees, VERIZON expressly waives its immunity under Title 51 of the Revised Code Washington, the Industrial Insurance Act for injuries to its officers, agents and employees and agrees that the obligation to indemnify, defend and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of VERIZON's officers, agents or employees against the City. This waiver is mutually negotiated by the parties.	C. With respect to the performance of this Franchise and as to claims against the City, its officers, agents and employees, Franchisee expressly waives its immunity under Title 51 of the Revised Code Washington, the Industrial Insurance Act for injuries to its officers, agents, and employees and agrees that the obligation to indemnify, defend, and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of Franchisee's officers, agents, or employees <u>directly</u> against the City, <u>its officers, agents, officials, employees, and volunteers</u> . This waiver is mutually negotiated by the parties <u>and the provisions of this</u>	C. With respect to the performance of this Franchise and as to claims against the City, its officers, agents and employees, Mobilitie expressly waives its immunity under Title 51 of the Revised Code Washington, the Industrial Insurance Act for injuries to its officers, agents, and employees and agrees that the obligation to indemnify, defend, and hold harmless provided for in this paragraph extends to any claim brought by or on behalf of Mobilitie's officers, agents, or employees <u>directly</u> against the City, <u>its officers, agents, officials, employees, and volunteers</u> . This waiver is mutually negotiated by the parties <u>and the provisions of this section shall survive</u>	Negotiated changes to expand indemnification coverage. Also extends the coverage of this clause beyond the termination of the Franchise Agreement.

Comparison of Small Cell Franchise Agreements				
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		<u>section shall survive the expiration or termination of this Franchise Agreement.</u>	<u>the expiration or termination of this Franchise Agreement.</u>	
<b>Section 16. Police Powers.</b>	B. Nothing in this Franchise Agreement shall be deemed to impose any duty or obligation upon the City to determine the adequacy or sufficiency of VERIZON's Facilities. City's approvals and inspections as provided herein are for the sole purpose of protecting the City's rights as the owner and/or manager of the Public Rights-of-Way and shall not constitute any representation or warranty, express or implied, as to the adequacy of the design or Construction of the Facilities or <b>Telecommunications System</b> , suitability of the Franchise <b>area</b> for Construction, or any obligation on the part of the City to <b>insure</b> that Work or materials are in compliance with any requirements imposed by a governmental entity. The City is under no obligation or duty to supervise the design, Construction, or operation of the Telecommunications System.	B. Nothing in this Franchise shall be deemed to impose any duty or obligation upon the City to determine the adequacy or sufficiency of Franchisee's Facilities. City's approvals and inspections as provided herein are for the sole purpose of protecting the City's rights as the owner and/or manager of the Public Rights-of-Way and shall not constitute any representation or warranty, express or implied, as to the adequacy of the design or Construction of the Facilities or <b>Telecommunications System</b> , suitability of the Franchise <b>Area</b> for Construction, or any obligation on the part of the City to <b>ensure</b> that Work or materials are in compliance with any requirements imposed by a governmental entity. The City is under no obligation or duty to supervise the design, Construction, or operation of the Telecommunications System.	B. Nothing in this Franchise shall be deemed to impose any duty or obligation upon the City to determine the adequacy or sufficiency of Franchisee's Facilities. City's approvals and inspections as provided herein are for the sole purpose of protecting the City's rights as the owner and/or manager of the Public Rights-of-Way and shall not constitute any representation or warranty, express or implied, as to the adequacy of the design or Construction of the Facilities or <b>Network</b> , suitability of the Franchise <b>Area</b> for Construction, or any obligation on the part of the City to <b>ensure</b> that Work or materials are in compliance with any requirements imposed by a governmental entity. The City is under no obligation or duty to supervise the design, Construction, or operation of the Network.	Negotiated change from "Telecommunications System" to "Network" specific to Mobilitie Agreement  Capitalization of "Area" to clarify that the area in question is specific to the franchise agreement, change throughout the AT&T and Mobilitie agreements  Correction of typographical error from "insure" to "ensure"
<b>Section 17. Future Rules, Regulations and Specifications</b>	<b>Section 17. Future Rules, Regulations and Specifications.</b> VERIZON acknowledges that the City may develop rules, regulations and specifications, including a general ordinance or other regulations governing telecommunications operations in the City. Such regulations, upon written notice to VERIZON, shall thereafter govern VERIZON's activities hereunder; <b>provided, however, that</b> in no event shall regulations:  1. <b>materially</b> interfere with or adversely affect VERIZON's rights pursuant to and in accordance with this Franchise Agreement; or  2. <b>be</b> applied in a discriminatory manner as it pertains to VERIZON and other similar user of such facilities.	<b>Section 17. Future Rules, Regulations, and Specifications.</b> Franchisee acknowledges that the City may develop rules, regulations, and specifications, including a general ordinance or other regulations governing telecommunications operations in the City. Such regulations, upon written notice to Franchisee, shall thereafter govern Franchisee's activities hereunder. However, in no event shall regulations:  1. <b>Materially</b> interfere with or adversely affect Franchisee's rights pursuant to and in accordance with this Franchise Agreement; or  2. <b>Be</b> applied in a discriminatory manner as it pertains to Franchisee and other similar user of such facilities.	<b>Section 17. Future Rules, Regulations, and Specifications.</b>  <b>A.</b> Mobilitie acknowledges that the City may develop rules, regulations, and specifications, including a general ordinance or other regulations governing telecommunications operations in the City. Such regulations, upon written notice to Mobilitie, shall thereafter govern Mobilitie's activities hereunder. However, in no event shall regulations:  1. <b>Materially</b> interfere with or adversely affect Mobilitie's rights pursuant to and in accordance with this Franchise Agreement; or  2. <b>Be</b> applied in a discriminatory manner as it pertains to Mobilitie and other similar user of such facilities.	Preference changes, intent unchanged

**Comparison of Small Cell Franchise Agreements**

Location	Verizon Agreement	AT&T/Cingular Agreement	Mobilitie Agreement	Discussion
<p><b>Section 19. Calculation of Time.</b></p>	<p><b>Section 19. Calculation of Time.</b> Except where a period of time refers to “business days,” all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Washington, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday in the State of Washington, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday in the State of Washington; provided that, the <b>effective date</b> shall be determined as provided in this Franchise <b>Agreement</b>.</p>	<p><b>Section 19. Calculation of Time.</b> Except where a period of time refers to “business days,” all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Washington, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday in the State of Washington, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday in the State of Washington; provided that, the <b>Effective Date</b> shall be determined as provided in this Franchise.</p>	<p><b>Section 19. Calculation of Time.</b> Except where a period of time refers to “business days,” all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Washington, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday in the State of Washington, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday in the State of Washington; provided that, the <b>Effective Date</b> shall be determined as provided in this Franchise.</p>	<p>Use of “Effective Date” defined under Section 29 (see below)</p>
<p><b>Section 20. Time Limits Strictly Construed.</b></p>	<p><b>Section 20. Time Limits Strictly Construed.</b> Whenever this Franchise Agreement sets forth a time for any act to be performed by VERIZON, such time shall be deemed to be of the essence, and any failure of VERIZON to perform within the allotted time may be considered a Default of this Franchise Agreement.</p>	<p><b>Section 20. Time Limits Strictly Construed.</b> Whenever this Franchise sets forth a time for any act to be performed by Franchisee, such time shall be deemed to be of the essence, and any failure of Franchisee to perform within the allotted time may be considered a Default of this Franchise.</p>	<p><b>Section 20. Time Limits Strictly Construed.</b> Whenever this Franchise sets forth a time for any act to be performed by Franchisee, such time shall be deemed to be of the essence, and any failure of Franchisee to perform within the allotted time may be considered a Default of this Franchise <b>upon expiration of applicable notice and cure periods.</b></p>	<p>Negotiated change specific to Mobilitie Agreement</p>
<p><b>Section 25. Force Majeure.</b></p>	<p>A. In the event VERIZON is prevented or delayed in the performance of any of its obligations herein due to circumstances beyond its control or by reason of a force majeure occurrence, such as, but not limited to, acts of God, acts of terrorism, war, riots, civil disturbances, natural disasters, floods, tornadoes, earthquakes, severe weather conditions, employee strikes and unforeseen labor conditions not attributable to VERIZON’s employees, VERIZON shall not be deemed in Default of provisions of this Franchise Agreement.</p>	<p>A. In the event Franchisee is prevented or delayed in the performance of any of its obligations herein due to circumstances beyond its control or by reason of a force majeure occurrence, such as, but not limited to: acts of God, acts of terrorism, war, riots, civil disturbances, natural disasters, floods, tornadoes, earthquakes, severe weather conditions, employee strikes, and/or unforeseen labor conditions not attributable to Franchisee <b>or its</b> employees, Franchisee shall not be deemed in Default of provisions of this Franchise.</p>	<p>. In the event Franchisee is prevented or delayed in the performance of any of its obligations herein due to circumstances beyond its control or by reason of a force majeure occurrence, such as, but not limited to: acts of God, acts of terrorism, war, riots, civil disturbances, natural disasters, floods, tornadoes, earthquakes, severe weather conditions, employee strikes, and/or unforeseen labor conditions not attributable to Franchisee <b>or its</b> employees, Franchisee shall not be deemed in Default of provisions of this Franchise.</p>	<p>Negotiated changes</p>
<p><b>Section 25. Force Majeure.</b></p>	<p>B. If VERIZON believes that circumstances beyond its control or by reason of a force majeure occurrence have prevented or delayed its compliance with the provisions of this Franchise Agreement, VERIZON shall provide documentation as <b>reasonably</b> required by the City to substantiate VERIZON’s claim. VERIZON shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise Agreement or to procure a substitute for such obligation <b>that</b> is satisfactory to the City;</p>	<p>B. If Franchisee believes that circumstances beyond its control or by reason of a force majeure occurrence have prevented or delayed its compliance with the provisions of this Franchise, Franchisee shall provide documentation as required by the City to substantiate Franchisee’s claim. Franchisee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation <b>which</b> is satisfactory to the City;</p>	<p>B. If Franchisee believes that circumstances beyond its control or by reason of a force majeure occurrence have prevented or delayed its compliance with the provisions of this Franchise, Franchisee shall provide documentation as required by the City to substantiate Franchisee’s claim. Franchisee shall have a reasonable time, under the circumstances, to perform the affected obligation under this Franchise or to procure a substitute for such obligation <b>which</b> is satisfactory to the City;</p>	<p>Negotiated change to remove “reasonably”  Grammatical correction from “that” to “which”</p>

**Comparison of Small Cell Franchise Agreements**

Location	Verizon Agreement	AT&T/Cingular Agreement	Mobilitie Agreement	Discussion
<b>Section 26. Attorneys' Fees.</b>	<b>Section 26. Attorneys' Fees.</b> In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, whether in contract or in tort or both, is instituted to enforce any word, article, section, subsection, paragraph, provision, condition, clause or sentence of this Franchise Agreement or its application to any person or circumstance, the prevailing Party shall be entitled to recover from the losing Party its reasonable attorneys, paralegals, accountants,	<b>Section 26. Attorneys' Fees.</b> In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, whether in contract or in tort or both, is instituted to enforce any word, article, section, subsection, paragraph, provision, condition, clause or sentence of this Franchise or its application to any person or circumstance, the prevailing Party shall be entitled to recover from the losing Party its reasonable attorneys', paralegals, accountants,	<b>Section 26. Attorneys' Fees.</b> In the event a suit, action, arbitration, or other proceeding of any nature whatsoever, whether in contract or in tort or both, is instituted to enforce any word, article, section, subsection, paragraph, provision, condition, clause or sentence of this Franchise or its application to any person or circumstance, the prevailing Party shall be entitled to recover from the losing Party its reasonable attorneys', paralegals, accountants,	Grammatical correction
<b>Section 29. Effective Date.</b>	<b>Section 29. Effective Date.</b> This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force five days after passage and publication as provided by law.	<b>Section 29. Effective Date.</b> This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force five days after passage and publication as provided by law (the "Effective Date").	<b>Section 29. Effective Date.</b> This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force five days after passage and publication as provided by law (the "Effective Date").	Additional language further defines and clarifies previous usages of "the Effective Date" within the document

