

**AMENDMENT TO GOODYEAR CITY CODE, CHAPTER 17
CABLE COMMUNICATIONS**

**Effective January 2, 2020 and with the adoption of Ordinance 2019-1458, Chapter 17 of
Goodyear City Code - Cable Communications is hereby deleted in its entirety and replaced
and renamed Chapter 17 - Video Services to read as follows:**

CHAPTER 17:

Video Services

Article

- 17-1. GENERAL**
- 17-2. APPLICATION, AUTHORITY, LIMITATIONS, DUTIES OF VIDEO SERVICE PROVIDERS**
- 17-3. STREETS AND CONSTRUCTION**
- 17-4. VIDEO SERVICES NETWORK THEFT OR TAMPERING**
- 17-5. FEES AND CHARGES; IN-KIND GOODS OR SERVICES**
- 17-6. VIOLATIONS BY LICENSEE**
- 17-7. INSURANCE, LIABILITY AND INDEMNITY**
- 17-8. MISCELLANEOUS**

ARTICLE 17-1

General

Section

- 17-1-1 Intent
- 17-1-2 Short title
- 17-1-3 Definitions

17-1-1 INTENT.

The purposes of this chapter are to comply with the requirements of Arizona Revised Statutes and federal law and to set forth regulations for the application by video service providers for uniform video services licenses for the provision of video services and other authorized services in the city to provide for issuance of uniform video services licenses in accordance with law, to provide for imposition of non-discriminatory license fees, and to otherwise carry out the mandates of Arizona Revised Statutes Title 9, Chapter 13 and federal law. It is the intent of this chapter that all rights and obligations set forth in Arizona Revised Statutes Title 9, Chapter 13 are preserved and shall apply, irrespective of whether specifically set forth in this chapter.

17-1-2 SHORT TITLE.

This chapter shall be known and may be cited as the Goodyear Video Services Code.

17-1-3 DEFINITIONS.

The definitions set forth in A.R.S. Section 9-1401 shall apply to this chapter.

ARTICLE 17-2

Application, Authority, Limitations, Duties of Video Service Providers

Section

17-2-1	Application, Issuance and Obligations upon Expiration
17-2-2	Authority Granted
17-2-3	Limitations of License
17-2-4	Revocation for Non-Use of Uniform Video Service License
17-2-5	Reports
17-2-6	Bundling of Services
17-2-7	Notice of Change of Information
17-2-8	Police Power

17-2-1 APPLICATION, ISSUANCE, AND OBLIGATIONS UPON EXPIRATION.

A. This section shall not apply to incumbent cable operators who have elected to continue to operate within a service area as defined in its existing local license with the City. The requirements of this section shall apply to video services licenses granted on or after January 1, 2020.

B. Prior to the commencement of any construction or expansion of a video service network or the provision of any video service, a video service provider shall file with the City Clerk an application and an affidavit in a form provided by the City Clerk. The application shall be in the form of application approved by the council and shall include all information and not more than the information required by the application form and Arizona Revised Statutes Section 9-1414.

C. The application shall be accompanied by an affidavit in the form approved by the council signed by one of the principal executive officers or general partners of the applicant that the information set forth in the application are true and accurate.

D. The application and affidavit shall be submitted to the City Clerk, who shall forward the application and affidavit to the Legal Services Department for review.

E. If the Legal Services Department determines that the application and affidavit are incomplete or otherwise deficient under Arizona Revised Statute Section 9-1414, written notice shall be given to the applicant not later than fifteen days after the date of filing of the application and affidavit. The written notice shall:

1. Explain the incompleteness or deficiency in detail.
2. Specify the information or other items that are necessary for proper completion of the application and affidavit.

F. A uniform video services license shall be issued within thirty days from the date a complete application was filed with the City Clerk. The term of a uniform video services license shall not exceed ten years.

G. If written notice of an incomplete or deficient application and affidavit is not given within fifteen days after the date of filing, or if the uniform video services license is not issued within thirty days from the date a complete

application has been submitted, the agreement shall be deemed complete and issued to the applicant in the form submitted.

H. No fees shall be charged for filing or processing an application, affidavit, notice or other document related to the issuance of the uniform video services licenses.

I. Amendments to a uniform video services license to add service areas shall be processed in the same manner as the original uniform video services license.

J. The term of a uniform video services license may be extended by the holder of a video service provider filing with the City Clerk a notice to extend the term for a specified period not to exceed ten years. The notice shall be filed at least one month before the end of the term of the uniform video services license.

K. Any use of or attachment by a video service provider to a utility or other pole owned by the City must first be approved in a separate contract with the City at the sole discretion of the City. If, pursuant to such contract, the City requires the video service provider to locate facilities in ducts or conduits or on poles owned by the City, the City shall not require the video service provider to pay for the installation in the ducts or conduits or on the poles.

L. If a video services provider submits an application, the City shall issue to a video service provider or its affiliate a permit to attach allowed Wi-Fi radio equipment to the video service network in the highways. The permit shall allow installation, operation and maintenance of allowed Wi-Fi radio equipment. The City may require that all of the allowed Wi-Fi radio equipment at a single location fit within a fifteen-inch cube and be contained entirely within a ground-mounted pedestal or be connected directly to and mounted at the same height as one of the video service provider's aerial horizontal conductors. This subsection does not do any of the following:

1. Prohibit the City from requiring a video service provider to place underground aerial facilities to which allowed Wi-Fi equipment is attached.
2. Prohibit the imposition of a tax, rent, fee or charge on revenue from services provided through allowed Wi-Fi radio equipment.
3. Affect the authority of the City to manage its highways or to exercise its police powers, including review and approval of an application before issuing a permit.
4. Affect the City's authority to deny, limit, restrict or determine the terms and conditions for the use of or attachment to the utility poles or attachments to other poles of the City by a video service provider.

M. A video service provider may terminate a uniform video service license by filing a written notice of termination with the City Clerk. Such notice shall be filed at least ninety days before termination of service. The notice shall also be sent to all subscribers within the affected service area at least ninety days prior to termination of service.

17-2-2 AUTHORITY GRANTED.

A. A uniform video services license granted by the City shall authorize the video service provider to:

1. Provide video service in the City in the service area designated in the application and affidavit during the term of the uniform video services license.
2. Construct and operate a video service network in the highways in each service area, in compliance with the uniform video services license and City laws.
3. Operate and maintain facilities installed in the highways in the service area pursuant to A.R.S. Section 9-1442(H) and (J), subsection I and J, Wi-Fi radio equipment on cable systems, A.R.S. Section 9-584 [microcell equipment] and A.R.S., Chapter 5, Article 8 [small wireless facilities] which are necessary for the operation of the video service network.

17-2-3 LIMITATIONS OF LICENSE.

A. Any uniform video services license granted under this chapter shall be nonexclusive.

B. Any privilege claimed under any uniform video services license by the video service provider in any highway shall be subordinate to any lawful occupancy or use thereof by the City and shall be subordinate to any prior easements, prior licenses to use the highways, and any other private property rights that may be superior to the uniform video services license issued.

C. A video service provider shall be subject to all existing requirements of the City's rules, regulations and specifications or hereafter enacted or established pursuant to the City's police powers and taxing authority, and shall comply with all applicable existing state and federal laws and regulations or hereafter enacted or established.

E. Any uniform video services license granted shall not relieve the video service provider of any obligation involved in obtaining pole space from any department of the City, utility company, or from others lawfully maintaining poles in highway.

F. A video service provider shall agree to comply with all generally applicable nondiscriminatory ordinances, including but not limited to street or highway use, mapping, insurance, performance bonds, security fund, indemnification or similar requirements that apply to the use and occupation of any highway. There is hereby preserved to the City the power to amend any section of the City Code related to construction in highways pursuant to its police powers.

17-2-4 REVOCATION FOR NON-USE OF UNIFORM VIDEO SERVICE LICENSE

A video service provider shall provide video service to at least one subscriber within each service area authorized by a uniform video service license within twenty-four months after the date the uniform video service license is issued. If the video service provider fails to comply with this section, the City may revoke the uniform video service license.

17-2-5 REPORTS

A video service provider shall file all reports required by and in compliance with A.R.S. Section 9-1432. The reports shall be filed with the City Clerk. All such reports shall be confidential unless the video service provider has consented in writing to the disclosure.

17-2-6 BUNDLING OF SERVICES

Except as otherwise provided by federal law, if a video service provider offers video service bundled with other services that are not video service for a single discounted price, all of the following apply:

1. The method that the video service provider uses to determine gross revenue subject to license fees by allocating the single discounted price among the bundle of video service and non-video services shall be reasonable and supported by the video service provider's books and records.
2. For the purpose of meeting the video service provider's burden of proof, the City shall accept as reasonable, for purposes of meeting the video service provider's burden of proof, an allocation based on an objective and verifiable method using the books and records that the video service provider kept in the regular course of business for other purposes, including nontax purposes.
3. A video service provider may not use bundled offerings as a means to evade paying license fees.

17-2-7 NOTICE OF CHANGE OF INFORMATION

If any information required by this chapter changes, the video service provider shall notify the City in writing within thirty days of such change.

17-2-8 POLICE POWER

Nothing in this chapter or in any agreement awarding a license in accordance herewith shall be construed as an abrogation by the city of any of its lawful police powers.

ARTICLE 17-3

Streets and Construction

Section

- 17-3-1 Authority for use of streets
- 17-3-2 Conditions on street occupancy
- 17-3-3 Approval of construction by city; inspection
- 17-3-4 Construction standards
- 17-3-5 Undergrounding
- 17-3-6 Relocation
- 17-3-7 Removal

17-3-1 AUTHORITY FOR USE OF STREETS.

(A) For the purposes of operating and maintaining a video services network in the city, licensee may erect, install, construct, repair, replace, reconstruct and retain in, on, under, upon, across and along the streets within the city such lines, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of the video services network, provided that all applicable permits are applied for and granted, all fees paid and all other city codes and ordinances are otherwise complied with.

(B) Licensee shall construct and maintain a video services network so as not to unreasonably interfere with other uses of streets. Licensee shall make use of existing facilities available to licensee. Licensee shall use reasonable efforts to individually notify all property owners affected by proposed construction prior to the commencement of that work.

(C) Notwithstanding the grant to use streets as provided in this section, no street shall be used by licensee if the city, in its absolute discretion, determines that such use is inconsistent with the terms, conditions or provisions by which such street was created, dedicated or presently used.

17-3-2 CONDITIONS ON STREET OCCUPANCY.

(A) All transmission and distribution structures, lines and equipment erected by the licensee within the city shall be so located as not to interfere with the ordinary use by the city or public of streets, landscaping, alleys and other public ways and places or to interfere with the rights and reasonable convenience of property owners who abut any of the said streets, alleys or other public ways and places.

(B) In case of disturbance of any street, sidewalk, alley, public way, paved area or landscaped area, the licensee shall promptly, at its own cost and expense and in a manner approved by the City Engineer, replace and restore such street, sidewalk, alley, public way, paved area or landscaped area in compliance with city standards. If licensee fails to comply with city standards, any such failure shall be corrected within ten business days of written notification to licensee at licensee's sole cost and expense. If licensee is not able to correct such failure or damage in ten days, then licensee must notify the City Manager or his or her designee of delay and provide a schedule for repairs or replacement acceptable to the City Manager. If a schedule as referred to in this section is not acceptable to the city, the city may, at its option, correct such disturbance or damage and upon demand by the city, licensee shall promptly pay the city the costs and expenses incurred by the city in the correction or repair of such damage.

17-3-3 APPROVAL OF CONSTRUCTION BY CITY; INSPECTION.

A licensee shall at all times fully comply with all city requirements regarding work within the city's rights of way. As required by the city, all construction of any kind within the city's rights of way must have prior approval by the Public Works Director. Such approval shall not be unreasonably withheld, and action shall be taken on any request for approval within three business days of the receipt of an acceptable request. Licensee shall be able to make emergency repairs where and if required by the city code. The city has the right to inspect the construction, operation and maintenance of the cable system by the licensee to insure compliance with this chapter.

17-3-4 CONSTRUCTION STANDARDS.

(A) Licensee shall at all times comply with the National Electrical Safety Code (National Bureau of Standards); National Electrical Code (National Bureau of Fire Underwriters); federal, state and local regulations; and codes and ordinances of the city, including all applicable laws, regulations and codes involving environmental or pollution concerns.

(B) The video services network shall not endanger or interfere with the safety of persons or property within the city or other areas where the licensee may have equipment located.

(C) During construction of the video services network all working facilities, conditions and procedures used shall comply with the standards of the Occupational Safety and Health Administration.

(D) Construction, installation and maintenance of the video services network shall be performed in close coordination with public and private utilities serving the city in an orderly and workmanlike manner, following generally accepted construction procedures and practices and working through existing committees and organizations.

(E) All cable and wires shall be installed, where possible, parallel with electric and telephone lines and multiple cable configuration shall be arranged in parallel and bundled with due respect for engineering consideration.

17-3-5 UNDERGROUNDING.

Except when permitted under this chapter and when reasonably required to fill small gaps in existing permitted aerial utility systems when approved by the City Manager or his or her designee, a licensee shall not erect any pole on or along any street or public way of the city. Except as prohibited in this chapter, nothing in this section shall be construed to prohibit the use of existing poles, provided that use agreements are entered into between a licensee and the owners of said poles.

(A) The undergrounding of cables is required under the following conditions when either have or do occur:

- (1) Cables shall be installed underground where all existing utilities are already underground;
- (2) Previously installed aerial cable shall be undergrounded in concert with utilities when they are undergrounded; and
- (3) When previously installed aerial utilities are undergrounded.

(B) To prevent unnecessary damage to streets, right of way and property, the installation of cable service cables underground shall be accomplished in new subdivisions at the same time and in the same trench as other communications, electric and other permanent services to structures.

17-3-6 RELOCATION.

If during the term of a license, the city elects to alter, repair, realign, abandon, improve, vacate, reroute or change the grade of any street or to replace, repair, install, maintain or otherwise alter any city facility, whether above ground or underground cable, wire conduit, pipe, line, pole, wire holding structure, structure or other city facility utilized for the provision of utility or other such services or transportation of drainage, sewage or other liquids, the licensee shall, unless otherwise provided in this chapter, at its sole expense, remove or relocate, as necessary, its wires, cable, underground conduits, manholes and any other facilities which it has installed. A licensee shall take action to remove or relocate its facilities at such time as directed by the city or entity whose facilities are affected. Advance written notice shall be mailed to the licensee advising the licensee of the date removal or relocation is to be undertaken.

17-3-7 REMOVAL.

(A) Upon expiration or termination of a license, if the license is not renewed, and if no one purchases the cable system, the licensee may remove any underground cable, if the cable may be removed without trenching.

(B) A licensee shall file written notice of its intention to remove video services network with the City Clerk not later than 30 calendar days following the date of expiration or termination. The notice shall inform the city of licensee's intention to remove its network and shall provide a schedule for the removal.

(C) The schedule filed pursuant to subsection (B) of this section shall be subject to the approval of the City Engineer.

(D) Removal of cable by the licensee shall be completed not later than 12 months following the date of expiration or termination.

(E) If notice is not filed pursuant to subsection (B) of this section, the network shall be deemed abandoned.

(F) If the licensee does remove network, all underground equipment which is not removed pursuant to subsection (D) of this section shall be deemed abandoned.

(G) Upon expiration or termination of the license, if the license is not renewed and if no one purchases the video services network the licensee, at its sole expense, shall, unless relieved of the obligation by the city, remove from the streets and all public rights of way, alleyways and other public property, all above ground elements of the video services network located thereon and also all underground elements of the network if requested in writing by the city upon direction of the City Council. All removal required under this subsection shall be completed within 12 months following the termination or expiration of the license. The city may require, and licensee shall furnish, a corporate surety bond in an amount as mutually agreed upon in the license, from and by an entity acceptable to the City to assure performance of licensee's obligations under this subsection. In the event the licensee fails to specify an amount for such bond, the bond shall be of sufficient amount to cover the reasonable costs of removal agreed hereunder.

(H) The licensee shall apply for and obtain such encroachment permits, licenses, authorization or other approvals and pay such fees and deposits or such security as required by applicable ordinances of the city, shall conduct and complete the work of removal in compliance with all such applicable ordinances and shall restore the streets and other public ways or property to as nearly as possible the same condition they were in before the work of removal commenced.

ARTICLE 17-4

Video Services Network Theft or Tampering

Section

17-4-1 Theft of service

17-4-2 Tampering with system

17-4-1 THEFT OF SERVICE.

It shall be a misdemeanor for any person or entity to make any unauthorized connection, whether physically, electrically, acoustically, inductively or otherwise, to any part of a licensed video services network within the city for the purpose of enabling receipt of video, audio, digital or other signals or information, without payment to licensee; a violation of this section shall subject any such person to a fine of up to \$1,000 for any such violation. Each day a violation occurs shall constitute a separate offense under this section.

17-4-2 TAMPERING WITH SYSTEM.

It shall be a misdemeanor for any person or entity, without the consent of licensee, to willfully tamper with, remove, damage or destroy any video service network equipment used in connection with a network within the city; a violation of this section shall subject any person to a fine of up to \$1,000 for any such violation. Each day a violation occurs shall constitute a separate offense under this section.

ARTICLE 17-5

Fees and Charges; In-Kind Goods or Services

Section

17-5-1 License Fee on Gross Revenue; Transaction Privilege Taxes

17-5-2 Public, Educational or Governmental Access Programming

17-5-1 LICENSE FEE ON GROSS REVENUE; TRANSACTION PRIVILEGE TAXES.

A. A video service provider shall pay to the City a license fee as a percentage of gross revenues for the use of the highways to provide video service within its service area. The license fee shall be established by resolution of the City council and shall be imposed equally and uniformly on video service providers and holdover cable operators.

1. The license fee shall be paid quarterly on or before the twentieth day of the month following the quarter end, and becomes delinquent on the last business day of that month. If such payment is not made by the next to the last business day of the following month, the City will impose a rate of interest for both underpayments and overpayments in the amount of the federal short-term rate determined pursuant to 26 United States Code section 6621(b), plus three percentage points per month commencing from the date payment should have been made, unless the payment is subject to a bona fide dispute, and continuing until the payment is made. Fractions of a month shall be considered to constitute a full month for the purpose of computing interest.

2. The license fee shall be imposed equally and uniformly on all video service providers and holdover cable operators.

B. The total of the rates of the license fee, and the transaction privilege taxes imposed and in-kind contributions described in FCC Rule 19-80, Section 76-42 (unless agreed to in a separate agreement) shall not exceed a rate of five percent.

C. The payment of the license fee by the licensee to the City shall be made by delivery of the same to the City Finance Department on or before the twentieth day of the month following the quarter end, and becomes delinquent on the last business day of that month.

17-5-2 PUBLIC, EDUCATIONAL OR GOVERNMENTAL ACCESS PROGRAMMING.

A. Video service providers shall provide channel capacity to transmit programming over which the video service provider exercises no editorial control except as authorized by 47 United States Code § 531I. The channel capacity shall be limited to one of the following:

1. Not more than two channels of public, educational or governmental access programming in the basic service tier of the video service network and not more than two channels of noncommercial governmental programming, at least one of which may be programmed by the federal government, in the digital programming tier of the video service network.

2. Not more than two lines of access programming with each line of programming carried on up to two standard definition channels and two switched digital high-definition channels.

B. None of the annual fair market value of any channel capacity provided pursuant to Paragraph A above may be offset against the license fee.

C. A video service provider may require that channels regularly display an unobtrusive logo or other suitable identifier of the video service provider, if the City requires channel capacity pursuant to this section.

D. A video service provider shall pay all capital costs related to the facilities and equipment of the video service network, including facilities and equipment for signal carriage, processing, reformatting and interconnection for all of the following: (i) to connect the video service network or cable system, as it may be relocated from time to time, to transmit programming to and from existing locations of public, educational or governmental access facilities and to allow monitoring of access programming at the facilities, and (ii) to transmit public, educational and governmental access channels to subscribers with the same prevailing quality, functionality and identification as other channels. Costs other than capital costs incurred by the video service provider are subject to FCC Rule 19-80, Section 76-42.

E. All video service providers and incumbent cable operators shall provide at no initial or recurring charge the basic service tier of video service to one outlet and one receiving device at each building occupied by the City that is not more than two hundred feet from the nearest technically and commercially feasible point of connection on the video service network. The City shall designate the buildings in writing to the video service provider. Costs incurred by the video service provider or incumbent cable operator are subject to FCC Rule 19-80, Section 76-42.

ARTICLE 17-6

Violations by Licensee

Section

17-6-1 Unlawful Acts; Violation

17-6-1 UNLAWFUL ACTS; VIOLATION

A. It is unlawful for a video service provider to establish, operate or to carry on the business of video service in the City without first having been issued and continuing to hold a local license issued pursuant to this chapter.

B. It is unlawful for any video service provider to construct, operate or maintain a video service network within the boundaries of the City without first having been issued and continuing to hold a local license issued by the City pursuant to this chapter.

ARTICLE 17-7

Insurance, Liability and Indemnity

Section

17-7-1 Policies to be filed with city

17-7-2 Indemnification by licensee

17-7-1 POLICIES TO BE FILED WITH CITY.

(A) Upon the execution of a license, a licensee shall file with the city, and maintain in full force and effect throughout the term of the license, and any renewal thereof, insurance policies issued by an insurer, duly authorized and licensed to conduct business in the State of Arizona, reasonably acceptable to the City Manager, insuring with respect to the installation, construction, operation and maintenance of the cable communication system, comprehensive general and automobile liability coverage, including, but not limited to:

- (1) Blanket contractual liability;
- (2) Completed operations liability;
- (3) Broad form property damage endorsement, including, but not limited to, coverage for explosion, collapse and underground incidents; and
- (4) Automobile non ownership liability.

(B) This insurance shall include coverage which meets or exceeds the following 1992 standard minimum amounts (which minimums may be increased by the city from time to time to compensate for inflation or exposure to loss):

- (1) For bodily injury, including death, in the amount of \$1,000,000 combined single limit;
- (2) For property damage in the minimum amount of \$500,000;
- (3) Comprehensive automobile liability for bodily injury of \$1,000,000 combined single limit;
- (4) Excess umbrella liability in the amount of \$4,000,000 in excess of underlying coverage; and
- (5) Worker's compensation coverage as required by the laws, rules and regulations of the State of Arizona.

(C) Any insurance policy obtained by licensee in compliance with this section shall include the city as an additional insured, shall be primary and must be approved by the City Risk Manager and City Attorney, which approval shall not be unreasonably withheld. Such insurance policy shall be filed and maintained with the city during the term of the license and may be changed from time to time to reflect changing liability limits. Licensee shall immediately advise the city of any litigation that may develop that would affect this insurance or reduce the amount of coverage. Any insurance or self-insured coverage carried by the city shall be excess coverage and not contributory insurance to that provided by a licensee.

(D) Neither the provisions of this section, nor any damages recovered by the city thereunder, shall be construed to limit the liability of licensee to the city for damages.

(E) All insurance policies shall contain the following endorsement:

This insurance policy may not be canceled by the insurance carrier, nor may the insurance carrier fail to renew this policy until thirty days after receipt by the city of the insurance carrier's written notice of its intention.

(F) Licensee may self-insure the above described policy coverage if licensee or its parent are of sufficient financial standing acceptable to the City Manager to reasonably provide such insurance. A licensee that elects to self-insure shall file with the city a certificate of insurance as specified by the city.

17-7-2 INDEMNIFICATION BY LICENSEE.

(A) Each licensee shall, at its sole expense, fully indemnify, defend and hold harmless the city, and in their capacity as such, the officers, agents and employees thereof, for, from and against any and all claims, suits, actions, liability and judgments for damages or otherwise and for the city's reasonable attorney fees incurred in connection therewith:

(1) For actual or alleged injury to persons or property, including loss of use of property, including loss of use of property due to an occurrence, whether or not such property is physically damaged or destroyed, in any way arising out of or through or alleged to arise out of or through the acts or omissions of the licensee or its officers, agents, employees or contractors;

(2) Arising out of or alleged to arise out of any claim for damages for invasion of the right of privacy, defamation of any person, firm or corporation or the violation or infringement of any copyright, trademark, trade name, service mark or patent attributable to the acts or omissions of licensee or its officers, agents, employees or contractors; and

(3) Arising out of or alleged to arise out of licensee's failure to comply with the provisions of any statute, regulation or chapter of the United States, State of Arizona or any local agency applicable to the licensee in its business.

(B) Nothing herein shall be deemed to prevent the city from participating in the defense of any litigation by its own counsel at the city's sole expense. Such participation shall not under any circumstances relieve the licensee from its duty of defense against liability or of paying any judgment entered against such party; provided, however, that licensee shall have no obligation or liability for paying any settlement made by the city without first consulting with licensee on the terms and conditions of the settlement. The licensee shall promptly undertake the defense, at its own expense, of any matter for which this indemnity is established upon written request of the city.

ARTICLE 17-8

Miscellaneous

Section

- 17-8-1 Non-Enforcement
- 17-8-2 City's right to include additional provisions in a license
- 17-8-3 City Boundaries
- 17-8-4 Transfers
- 17-8-5 Enforcement

17-8-1 NON-ENFORCEMENT.

A licensee shall not be relieved of any obligation to comply with any of the provisions of the license or any rule, regulation, requirement or directive promulgated thereunder by reason of any failure of the city or its officers, agents or employees to enforce prompt compliance.

17-8-2 CITY'S RIGHT TO INCLUDE ADDITIONAL PROVISIONS IN A LICENSE.

The city shall have the right and power to provide for additional terms and conditions in any license it may issue which the city finds reasonably necessary in the exercise of its lawful police powers so long as such terms and conditions are not inconsistent with this chapter.

17-8-3 CITY BOUNDARIES

A. The City shall notify in a timely manner each video service provider with a uniform video services license in the City of changes to the boundaries of the City.

B. Audits, including audits of bundled services, of a video services provider's books and records shall be conducted in compliance with A.R.S. Section 9-1445.

17-8-4 TRANSFERS

A. Except as otherwise provided by law or federal regulation, a uniform video service license is fully transferable to any person whether the transfer arises through merger, sale, assignment, restructuring, change of control or other type of transaction. A transfer does not include an assignment of a uniform video service license for the purpose of securing indebtedness. A transfer may include less than all service areas associated with a uniform video service license.

B. The video service provider shall file with the City Clerk written notice of the transfer of the uniform video service license.

C. On the filing of notice under this subsection the transferee becomes the holder of the uniform video service license.

17-8-5 ENFORCEMENT

A. Enforcement of this chapter shall be in compliance with A.R.S. Section 9-1451.

B. A uniform video services license is subject to and shall be governed by all applicable provisions of federal, state and local law. Notwithstanding any other provisions of the uniform video services license to the contrary, the uniform video services license shall at all times comply with all laws and regulations of the state and federal government or any administrative agencies thereof; provided, however, if any such state or federal law or regulations shall require the licensee to perform any service, or shall permit the licensee to perform any service, or shall prohibit the licensee from performing any service, in conflict with the terms of the license or this chapter, then as soon as possible following knowledge thereof, the licensee shall notify the City Attorney of the point of conflict believed to exist between such regulation or law and this chapter or the license.