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06/28/2016

AMENDMENT NO. 1 to
Communications Facilities License Agreement

This Amendment No. 1 (the "Amendment") to the Communications Facilities License Agreement (the "Agreement") is made this 28 day of June, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Cox Communications Arizona, LLC, an Arizona limited liability company ("Cox").

RECITALS

A. City and Cox previously entered into the Agreement on or about June 2015 in order to facilitate the installation of fiber at the Glendale Municipal Airport, which facilitates Internet access for airport users (the "Project"); and

B. The parties came to understand that there was a financial expense associated with the Project; and all material associated with the extension will remain the property of Cox Communications; and

C. The City wishes to pay a portion of the cost of the Project in order to make the Glendale Municipal Airport more attractive to tenants and users of the airport.

City and Cox wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and Contractor agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.

2. **City Financial Contribution.** City will pay Sixty Thousand Dollars ($60,000) to Cox as the City's share of the Project (the total cost of the Project is described in the attached Exhibit A).

3. **Ratification of Agreement.** City and Contractor agree that except as expressly provided in this Amendment, the provisions of the Agreement remain in full force and effect, and if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment prevail.

CITY OF GLENDALE, an Arizona municipal corporation

for Kevin R. Phelps

Kevin R. Phelps, City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Cox Communications Arizona, LLC

By: Nelson Ewbank

Its: Director of Finance

Exhibit A
[Capital Contribution details]

Project Name: Glendale Airport

RE: Agreement for City of Glendale to provide a capital contribution for services to Glendale Airport in the amount of $60,000.

Dear Mr. Mark Gibson:

The following is a breakdown of the costs associated to bring services to the Glendale Airport and passing potential customers.

Labor:	$157,221
Material:	$ 64,200
Total project cost:	$ 221,421

This cost amount is fixed for 120 days from the date of this letter. Once agreement is reached, Cox and Glendale will agree on a commitment date to bring services. Please note time is needed or engineering, materials, building and access agreements, and any permits required.

All payments shall be made to Cox Communications.

The mailing address is as follows:
Cox Communications
Accounting - DV3-10
1550 Deer Valley Rd,
Phoenix AZ, 85027
Attn: Linda Facio
Glendale Airport

If you have any questions with regard to these costs, please do not hesitate to call me.

Thank you.

Please sign and date below and return as acknowledgement of the costs.

_____

Sincerely,

Linda Facio l Construction Services, Supervisor Cox Communications
1550 W. Deer Valley Rd., Phoenix, AZ 85027
623.328.3500 office l 602.694.1553 cell l 623.322.7500 fax