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Helen Purcell

Electronic Recording

When recorded mail to:

City of Goodyear
City Clerk's Office
190 N. Litchfield Road
Goodyear AZ 85338

CenturyLink License Agreement

CON-CX-13-2432

Resolution 13-1538

LICENSE

This Cable Television License Agreement (the "License") is made and entered into by and between the City of Goodyear ("City" or "Goodyear") and Qwest Broadband Services, Inc. d/b/a CenturyLink ("Licensee"), a corporation organized and existing under the laws of Colorado and qualified to do business in Arizona.

WITNESSETH

WHEREAS, the City of Goodyear is authorized to grant, renew, deny, and terminate Licenses for the installation, operation and maintenance of Cable Systems and otherwise regulate cable service within the City's boundaries by federal and state statutes, by the City's police powers, by its authority over its public rights of way, and by other City powers and authority; and

WHEREAS, the Licensee has applied for and seeks to obtain an initial License under the provisions of Chapter 17 of the Goodyear City Code; and

WHEREAS, the City has undertaken a review of the application of the Licensee and has held a public hearing, pursuant to public notice; for the purpose of receiving public comment on such application and this License; and

WHEREAS, the City hereby finds that it would serve the public interest to grant a License to Licensee, under the terms and conditions hereinafter set forth, and the Licensee agrees to obtain a License under these conditions;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Definitions. The terms phrases, words and their derivatives used in this License shall have the meanings given in Chapter 17 of the Goodyear City Code. "Chapter 17 of the Goodyear City Code" shall mean Chapter 17 of the Goodyear City Code in effect at the time this License is granted pursuant to the City's police powers and taxing authority. The definitions from the Arizona Revised Statutes shall apply to the extent the definitions in Chapter 17 of the Goodyear City Code are not consistent with the Arizona Revised Statutes.

1.1. "Cable operator" means a person that is issued a license by the licensing authority to construct, operate and maintain a cable television system in public streets, roads and alleys.

1.2. "Cable service" means the transmission to subscribers of video programming or other programming service and subscriber interaction, if any, that is required for the selection or use of the video programming or other programming service.

EXHIBIT A

1.3. "Cable television system" means any facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide cable service that includes video programming and that is provided to multiple subscribers within a community. Cable television system does not include:

- (i) A facility that serves fewer than fifty subscribers.
- (ii) A facility that serves subscribers without using any public street, road or alley.
- (iii) A facility that serves only to retransmit the television signals of one or more television broadcast stations.
- (vi) A facility of a common carrier that is subject, in whole or in part, to 47 United States Code sections 201 through 276, except that the facility is considered a cable television system, other than for purposes of 47 United States Code section 541(c), to the extent the facility is used in the transmission of video programming directly to subscribers, unless the extent of the use is solely to provide interactive on-demand services.
- (v) An open video system that complies with 47 United States Code Section 573.
- (iv) A facility of an electric utility that is used solely for operating its electric utility system.

1.4. "Existing cable television system" means a cable television system in operation on April 1, 1974, a cable television system under construction on April 1, 1974 or a cable television system which had received authorization for construction as of April 1, 1974.

1.5 "Gross revenues" means all cash, credits, property of any kind or nature, or other consideration, less related bad debt not to exceed one and one-half per cent annually, that is received directly or indirectly by the cable operator, its affiliates, subsidiaries or parent or any person, firm or corporation in which the cable operator has a financial interest or that has a financial interest in the cable operator and that is derived from the cable operator's operation of its cable system to provide cable service in the area of jurisdiction. Gross revenues include all revenue from charges for cable service to subscribers and all charges for installation, removal, connection or reinstatement of equipment necessary for a subscriber to receive cable service, and any other receipts from subscribers derived from operating the cable system to provide cable service, including receipts from forfeited deposits, sale or rental of equipment to provide cable service, late charges, interest and sale of program guides. Gross revenues also include all income the cable operator receives from the lease of its facilities located in the public streets, roads and alleys, unless services that the lessee provides over the leased facilities are subject to a transaction privilege tax of the licensing authority. Gross revenues do not include revenues from commercial advertising on the cable system, the use or lease of studio facilities of the cable system, the use or lease of leased access channels or bandwidth, the production of video programming by the cable operator, the sale, exchange, use or cablecast of any programming by the cable operator in the area of jurisdiction, sales to the cable operator's subscribers by programmers of home shopping services, reimbursements paid by programmers for launch fees or marketing expense, license fees, taxes or other fees or charges that the cable operator collects and pays to any governmental authority, any increase in the value of any stock, security

EXHIBIT A

or asset, or any dividends or other distributions made in respect of any stock or securities.

1.6 "Intergovernmental contract" means the joint exercise of powers authorized by A.R.S. title 11, Chapter 7, Article 3.

1.7 "License" means that ordinance or resolution which contains the right, authority or grant, given by a licensing authority enabling a person to construct, operate and maintain a cable television system.

1.8 "Licensing authority" means the board of supervisors of a county or the governing body of an incorporated city, including a charter city, or town.

1.9 "Other programming service" means information that a cable operator makes available to all subscribers generally.

1.10 "Video programming" means programming that is provided by, or generally comparable to programming provided by, a broadcast television station.

1.11 "Remote Terminal" means a Digital Subscriber Line Access Multiplexer capable of offering Cable Services to Subscribers.

1.12 "Basic Service" shall have the same meaning defined in the Cable Act.

1.13 "Living Unit" shall mean a distinct address in the Qwest Corporation d/b/a CenturyLink, (QC) network inventory where QC currently has, had in the past, or had planned to provide service to a customer. This includes, but is not limited to, single family homes, multi-dwelling units (e.g., apartment buildings and condominiums) and business locations.

2. Grant of Authority to Operate

2.1 The City hereby grants to Licensee the nonexclusive right and authority to engage in the business of operating and providing a Cable System in the City, and for the purpose to erect, install, solicit, construct, repair, replace, rebuild, reconstruct, maintain and retain in, on, over, under, upon, across and along any public streets and public ways such poles, wires, cable, fiber optics, conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, attachments and other property as may be necessary or appurtenant to the Cable System; and in addition, so to use, operate and provide similar facilities or properties rented or leased from other persons, firms or corporations, including but not limited to any public utility or other Licensee licensed or permitted to do business in the City;

2.2 This grant of authority to operate a Cable System in the City and the right to use and occupy the public streets and public ways for the purposes herein set forth shall not

EXHIBIT A

be exclusive. The City reserves the right, at its discretion, to grant licenses under the terms of Chapter 17 of the Goodyear City Code to others and to grant the use of its public streets and public ways to others for any purpose or purposes whatsoever.

2.3 Any privilege claimed under this License by the Licensee in any public street or public way or other public property shall be subordinate to any prior or subsequent lawful occupancy or use thereof by the City or any other governmental entity, shall be subordinate to any prior lawful occupancy or use thereof by any other person, and shall, be subordinate to any prior easements there, provided, however, that nothing herein shall extinguish or otherwise interfere with property rights established independently of this License, and nothing herein shall extinguish or otherwise limit the liability on the part of the Licensor to the extent they are negligent and cause damage to Licensee's facilities.

2.4 The authority granted herein, subject to the terms and conditions of this license and Chapter 17 of the Goodyear City Code shall be known as the "License".

3. Term. This grant of authority shall run for a term of six (6) years from March 1, 2013 (the "Effective Date"), unless terminated sooner as provided in this License or extended as provided in Section 3.1

3.1 License Term Renewal.

3.1.1 The term of the License under Section 3 above, all rights, privileges, obligations and restrictions pertaining thereto, can be extended as follows:

3.1.2 During the six (6) month period which begins the thirty-sixth month before the license expiration March 1, 2016 to August 31, 2016 the requirements of Goodyear City Code 17-2-4(B)(1) shall govern and if neither party elects the proceeding described, the City may renew the License for an additional (2) years to March 1, 2021 if, at the end of the third year after the Effective Date, February 29, 2016, Licensee is providing Cable Services to twenty percent (20%) or more of the Living Units in the City of Goodyear for the previous twelve (12) months and duly notifies the City with reasonable documentation; and an additional two (2) years to March 1, 2023, if, at the end of the sixth year after the Effective Date, February 28, 2019, Licensee is providing Cable Services to 50% of the number of Living Units in the City of Goodyear as of the end of the calendar year 2018 and duly notifies the City with reasonable documentation.

3.1.3 The number of Living Units for a particular year shall be determined based on QC's network inventory database. As of October 1, 2012, there were 31,095 Living Units in the City. Licensee will provide the number of living units December 31st of each year.

3.1.4 The extensions of the term of this License under Sections 3.1.2 and 3.1.3 shall not become effective until the City Council has accepted by resolution, the appropriate

EXHIBIT A

documentation evidencing the completion of the requirements of Section 3.1.2 or Section 3.1.3, as applicable.

4. Controlling Authorities.

4.1 Except as set forth in the terms of this License, this License is subject to and shall be governed by all terms, and conditions, and provisions of Chapter 17 of the Goodyear City Code not inconsistent herewith, in addition to the conditions and provisions set forth in this License. To the extent there is any inconsistency between the terms of this License and the City Code, the terms of this License shall control. References to Chapter 17 of the Goodyear City Code shall mean Chapter 17 of the code in effect at the time this License is granted.

4.2 This License is subject to and shall be governed by all requirements of the Cable Communications Policy Act of 1984, 47 U.S.C. Section 521 et seq., as amended by the Cable Television Consumer Protection and Competition Act of 1992, and any amendments thereto (the "Cable Act"); Arizona Revised Statutes Sections 9-505 through 9-510 and 9-561 through 9-566; and other federal and state laws and regulations and local laws, ordinances and regulation governing cable communications. In the event of a conflict between the terms and conditions of this License and applicable federal and state law, the federal and state law or statutory requirements of both shall control.

5. Reservation of Rights.

5.1 The City reserves the right to amend Chapter 17 of the Goodyear City Code as it applies to this License, at any time after the effective date of this License, pursuant to its police powers and taxing authority and as set forth below in Section 5, provided, however that to the extent of any amendment materially alters the terms of this License, including the provisions of Chapter 17 of the Goodyear City Code which are incorporated herein, said amendment shall have no force and effect until this License is extended or revised.

5.2 To the extent permitted by federal and state law; the City retains all authority to regulate use of the Cable System and the providing of communication services other than Cable Services, including but not limited to the authority to regulate such service to the extent necessary to protect the public welfare, safety and health and the public interest in the use of the public streets and public ways.

5.3 In the event of revocation or failure to renew this License, the City shall have the right, but is not obligated, to purchase facilities in the rights of way that are dedicated exclusively to the provision of Cable Services at a price not to exceed its fair market value determined. Nothing herein contained shall be construed to contract away or to modify or abridge, either for a term or in perpetuity, the City's right of eminent domain at fair market value.

5.4 In the event of revocation or failure to renew this License, Licensee shall, at City request, remove all its infrastructure and equipment from City right-of-way within sixty (60) days of such request. Such removal shall comply with Section 14 of this Agreement. Any Licensee property remaining in the City right-of-way following the expiration of the sixty day removal period shall be deemed abandoned property and ownership of such abandoned property will vest with the City which shall have the authority to utilize such property for any proprietary or governmental purpose. The requirements of this provision shall survive the expiration of the term of this License.

5.5 Emergency Work. The City reserves the right to move any portion of Licensee's equipment and facilities as may be required in any emergency as determined by the City without liability for interruption of Cable Service. However, before taking any action pursuant to this Section, the City shall provide, whenever feasible, reasonable notice to Licensee of the emergency to allow Licensee the opportunity to protect and repair Licensee's facilities involved in the emergency.

6. Educational and Governmental (EG) Access Channels

6.1 The Licensee shall provide at no charge to the City one (1) channel on the Cable System designated for exclusive use as the local government access channel to be used by local government officials and agencies.

6.2 Licensee reserves the right, after notice to the City and subscribers, to consolidate all EG channels to a single channel on the basic tier. All EG channels could then be accessed either as an application on a menu or as choices on the assigned channel.

6.3 To the extent not provided in 6.2 Licensee shall make available up to 4 (EG) channels to the City and channel placement will be consistent with the incumbent cable provider.

7. City Offices and Educational Facilities. Upon written request from the City Manager, or designee, at no charge to the City, Licensee shall provide the full Basic Service tier to City offices and facilities and public schools, provided that no other provider will also be providing Cable Service to that location and that the office or facility are within 4,000 feet of an activated Remote Terminal cable of providing Cable Service absent a showing by Licensee to City Manager of unusual circumstances, which may include street crossings or plant extensions, any service to any City buildings shall be accomplished within ten (10) days of the written request for service or, if later in the case of a City office or facility not owned or leased by the City, after owner's execution of any necessary easement or lease documents.

8. Secured Public Safety Channels. At the request of the City, within one hundred twenty (120) days after Licensee begins providing digital Cable Services in the City, Licensee shall provide one (1) channel for the Goodyear Fire Department and one (1)

EXHIBIT A

channel for the Goodyear Police Department, at no cost to the City. These channels shall originate from a location or locations as the City designates. At no cost to the City, the Licensee shall secure the audio and video portions of the signals delivered over these channels so that the signals may only be received by specially equipped converters installed by Licensee at locations designated by the City. In no event shall Licensee be required to provide more Secured Government Channels than any other licensed cable operator in the City.

8.1 If and when technologically feasible, Licensee shall provide at no charge to the City and as no offset to the License Fee, a means of interrupting all channels on the Cable System to present a Goodyear Emergency Alert audio announcement and/or video text crawl message by public and law enforcement officials through cablecasts from a City-designated location or from Licensee's head end in order to provide either public safety, health or welfare messages to Subscribers or when the Emergency Operations Center has been activated. The audio announcement shall automatically override all programming otherwise being provided on such channels and the video text crawl shall be superimposed on existing programming. City may designate either the audio announcement or the video text crawl, at its option.

9. Performance Bond/Letter of Credit. Licensee shall establish and maintain throughout the term of this License a performance bond or an irrevocable Letter of Credit in the amount of Ten Thousand Dollars (\$10,000) in accordance with Section 17-9-1 of Chapter 17 of the Goodyear City Code assuring that the Licensee will fulfill and perform each term and condition of this License, including the removal of Licensee equipment and fixtures from the City right-of-way, and that in case of any material breach of a term or condition, the City may draw upon the bond or Letter of Credit as specified in Section 17-9-1 of Chapter 17 of the Goodyear City Code.

10 Liquidated Damages

10.1 The Licensee understands and agrees that failure to comply with any time and performance requirements in Section 17-11-1 of the Goodyear City Code, will result in damage to the City, and that it is and will be impracticable to determine the actual amount of such damage in the event of delay or nonperformance; therefore, the parties hereby agree to the liquidated damages specified below. The following amounts per day or part thereof may be chargeable to the Letter of Credit from the date Licensee fails to cure any default pursuant to Section 10.2 below for the following concerns:

- (a) Failure to comply with Section 21.4 unless the City Council specifically approves the delay by motion or resolution -- \$500.00 per day;
- (b) Each failure to provide Cable Service within the time(s) specified in Section 17-6-1 (A) or (B) of the Goodyear City Code --\$150.00 per incident per day;

EXHIBIT A

(c) Each failure to properly restore the public right-of-way or to correct related violations of specifications, code, ordinance or standards within seven working days of having been notified by the City to correct such defects -- \$500.00 per day;

(d) Each failure to comply with customer service standards contained in Section 17-6-6 of the Goodyear City Code or Section 22.2 of this License -- \$150.00 incident per day;

(e) Each failure to test, analyze and report on the performance of the system following a written request from the City pursuant to Section 17-11-1 (E) of the Goodyear City Code -- \$200.00 per incident per day;

(f) Failure to provide in a continuing manner the type of services proposed in the application, renewal proposal or this License, unless the City Council has specifically approved a modification of the Licensee's obligation - \$ 500.00 per day;

(g) Failure to comply within three (3) months following adoption of a resolution by the City Council in accordance with Goodyear City Code Section 17-11-1 (B) determining that Licensee has failed to comply with operational, maintenance or technical standards -- \$500.00 per day;

(h) Any other material action or non-action by the Licensee as agreed upon by the City and Licensee, such agreement shall not be unreasonably withheld by either party -- \$150.00 per day.

10.2 If the City Manager concludes that a Licensee is in fact liable for liquidated damages pursuant to this Section 10, the City Manager shall issue to Licensee by certified mail a Notice of Intention to Assess Liquidated Damages. The Notice shall set forth the nature of the violation and the amount of the proposed assessment. The Licensee shall, within 30 days of receipt of such notice:

(a) Respond to the City in writing, contesting the City's assertion of violation and providing such information or documentation as may be necessary to support Licensee's position; or

(b) Cure any such violation (and provide written evidence of the same), or, in the event that, by the nature of the violation, such violation cannot be cured within such 30 day period, take reasonable steps to cure said violation and diligently continue such efforts until said violation is cured. Licensee shall report to the City, in writing, at 30 day intervals as to Licensee's efforts, indicating the steps taken by Licensee to cure said violation and reporting Licensee's progress until such violation is cured.

EXHIBIT A

10.3 In the event that License contests the City's assertion of violation or fails to respond to the City's notice of intent to assess liquidated damages, within 15 days the City shall schedule a hearing in accordance with the procedures set forth in Section 17-10-2 of the Goodyear Code.

11. License Amendments.

11.1 If any of the following conditions occur, the City and Licensee shall meet, on the written request of either, and confer about such conditions, as follows:

(i) Any significant event occurs, whether legislative, administrative or judicial, (such as a substantial change to the Cable Act or the Federal regulations promulgated thereunder) which either Licensee or City believes may comparably impact the current terms and conditions of the License.

(ii) Applicable laws or regulations are amended after the date of this License to allow the City to receive a greater license fee than the fee now set forth in Section 17-5 of Chapter 17 of the Goodyear City Code.

The purpose of the meeting and discussion between the City Manager (or the City Manager's designee) and Licensee is to discuss a mutually acceptable amendment to the License which can be recommended to the City Council, within sixty days after such written request. This provision shall not require that the License be amended. It is intended, however, to facilitate a process by which the parties may reach a mutually acceptable and commercially practicable agreement.

11.2 If the United States or the State of Arizona enacts laws or regulations affecting the terms and conditions of this License, then the City and Licensee shall, to the extent required by such law or regulation, amend the License.

11.3 If a court of competent jurisdiction enters a final non-appealable order or judgment affecting this License, then the City and Licensee shall amend the License to conform to the order or judgment.

12. Representations and Warranties. The Licensee expressly acknowledges that it accepted this License after relying upon its own investigation and understanding of the power and authority of the City to grant this License.

12.1 The Licensee by acceptance of this License acknowledges that it has not been induced to enter into this License by any understanding or promise or other statement whether verbal or written by or on behalf of the City or by any other third person concerning any term or condition of this License not expressed herein or in Chapter 17 of the Goodyear City Code.

12.2 The parties acknowledge that Qwest Corporation ("QC"), an affiliate of Licensee,

will be primarily responsible for the construction and installation of the facilities in the rights-of-way which will be utilized by Licensee to provide Cable Services, and will own, operate and maintain all such facilities not installed by Licensee. QC currently is regulated by the Arizona Corporation Commission. As a result, so long as QC does not provide Cable Service to Subscribers in the City, QC will not be subject to the terms and conditions contained in this Agreement. To the extent QC constructs, installs, maintains, removes, operates, or otherwise deals with any facilities in the rights-of-way, such actions will be governed under applicable Federal, state or local laws, and any local rules regulations lawfully adopted by the City, and not by this License. QC shall be responsible for the payment of applicable fees related to it being in the public rights-of-way. Any provisions contained herein concerning the ownership, operation, installation, construction, maintenance, removal, relocation, or use by Licensee of the Cable System facilities shall apply to Licensee only to the extent such actions are taken by Licensee. For purposes of this Agreement, the provisions of this license related to construction or any other right-of-way provisions shall apply only to elements of the Cable System owned and operated by Licensee.

12.3 Licensee shall maintain as-built drawings of the Facilities providing Cable Services located within the right-of-way and furnish a hard copy to the City. If and when Licensee is able to provide an electronic copy in ESRI-compatible mapping format (or in a mapping format compatible with the current City electronic mapping format as specified by the City), it shall do so. Upon completion of new or relocation construction of underground Facilities in the right-of-way, Licensee shall create and maintain precise, up-to-date maps of the underground Facilities providing Cable Services and precise and verifiable horizontal and vertical location information and will make this information available to the City upon the installation of any new Facilities. Licensee will also provide surface-location marking of any of Licensee's Facilities that are located underground within any public right-of-way within ten (10) business days of installation.

13. Utility Locating System Licensee and its contractors and subcontractors shall comply with A.R.S. §§ 40-360.21 through 40-360.32 by participating as a member of the Arizona Blue Stake Center with the necessary records and persons to provide location service of Licensee's Facilities upon receipt of a locate call or as promptly as possible, but in no event later than two working days. A copy of the agreement shall be filed with the City Engineer.

14. Restoration of Property When Licensee and/or its contractors or subcontractors cause any opening or alteration to be made for any purpose in any public streets, public places or property of third parties, the opening or alteration shall be completed and restored with due diligence within seven (7) business days. Licensee shall upon completion of the opening or alteration restore the property, improvements or landscaping disturbed by Licensee or its contractors or subcontractors to a condition substantially comparable to the condition before the opening or alteration and the restoration shall be performed with due diligence within a reasonably prompt time. All costs for restoration shall be the responsibility of the Licensee, and the property owner

EXHIBIT A

will be justly compensated by Licensee for any damages caused by the installation, construction, operation, or removal of the Licensee's Facilities.

15. The Licensee further acknowledges by acceptance of this License that it has carefully read the terms and conditions hereof and Chapter 17 of the Goodyear City Code in effect at the time this License is granted, and is willing to and does accept all of the risks of meaning of such terms and conditions not inconsistent with federal law, Arizona statutes, and this License, provided, however, this License and Licensee shall be exempt from the requirements of the City Code contained in Sections 17-2-1, 17-2-2, 17-3-7, 17-6-1, and 17-6-3. Further, the parties acknowledge that this is a cable television license agreement. Therefore, the provisions contained in Chapter 22 of the City Code shall not apply to the grant of this License. The Licensee hereby certifies that none of the obligations imposed upon it by this License is, in the Licensee's informed opinion, commercially impracticable.

15.1 The Licensee represents and warrants that it has the power and authority to enter into this License by and through the representative who has signed this License on its behalf, and that it has the power and ability to do all the acts required of it.

15.2 The Licensee represents and warrants that it accepts this License willingly and without coercion, undue influence or duress. The Licensee has not misrepresented or omitted material facts, has not accepted this License with intent to act contrary to the provisions herein, and represents and warrants that, as long as it operates the Cable System, it will be bound by the terms and conditions of this License.

15.3 The Licensee further acknowledges that it was represented throughout the negotiations of this License by its own attorneys and had opportunity to consult with its own attorneys about its right and obligations regarding this License.

16. Transfers and Assignments. Any transfer and/or assignment of this License will be subject to the provisions of Section 17-2-6 of the Goodyear City Code.

17. Notice. Unless specifically directed otherwise by another section of this License, all notices which City may give to a Licensee or which a Licensee may give to City shall be given in writing and either delivered in person, sent by electronic transmission, or by first class mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service and addressed as applicable below. Such notices shall be deemed effective upon receipt or in the case of a notice sent by mail, received one day after deposit in the U.S. mail.

To: Qwest Broadband Services, Inc. d/b/a CenturyLink
1801 California St., 10th Floor

EXHIBIT A

Denver, CO 80202

With copies to: Qwest Broadband Services, Inc.
20 East Thomas Rd, 1st Floor
Phoenix, AZ 85012

To the City: City of Goodyear
City Manager
City Hall
190 North Litchfield Road.
Goodyear, AZ 85338

With copies to: City of Goodyear
Development Services Director
195 North 145th Avenue, Building D.
Goodyear, AZ 85338

City of Goodyear
City Engineer
195 North 145th Avenue, Building D.
Goodyear, AZ 85338

City of Goodyear
City Attorney's Office
Attn: City Attorney
190 North Litchfield Road.
Goodyear, AZ 85338

18. Force Majeure. With respect to any provision of this License the violation or noncompliance with which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon a Licensee, such violation or noncompliance shall be excused where such violation or noncompliance is the result of an act of God, war, civil disturbance, strike or other labor unrest, or similar event, the occurrence of which was not reasonably foreseeable by Licensee and is beyond its reasonable control.

19. Severability. If any section or provision of this License or any ordinance, regulation, law, or document incorporated herein by reference is held by a court of competent jurisdiction to be invalid, unconstitutional or unenforceable, such holding shall be confined in its operation to the section or provision directly involved in the controversy in which such holding shall have been rendered and shall not in any way affect the validity of any other section or provision hereof, and the parties shall in good faith renegotiate that section or provision.

EXHIBIT A

20. Confidentiality The City agrees to treat as confidential any books or records that constitute proprietary or confidential information under federal or state law, to the extent Licensee makes the City aware of such confidentiality. Licensee shall be responsible for clearly and conspicuously stamping the word "Confidential" on each page that contains confidential or proprietary information and shall provide a brief written explanation as to why such information is confidential under Federal or State law. If the City believes it must release any such confidential books and records in the course of enforcing this License, or for any other reason, it shall advise Licensee in advance so that Licensee may take appropriate steps to protect its interests. If the City receives a demand from any person for disclosure of any information designated by licensee as confidential, the City shall, so far as consistent with applicable law, advise Licensee and provide Licensee with a copy of any written request by the party demanding access to such information within a reasonable period of time. Until otherwise ordered by a court or agency of competent jurisdiction, the City agrees that, to the extent permitted by Federal and State law, it shall deny access to any of Licensee's books and records marked confidential as set forth above to any person.

21. License Fees

21.1 Licensee shall pay to the City a License Fee in an amount equal to five percent (5%) of Licensee's Gross Revenues during the term of this License. The provisions of A.R.S. 9-506(c)(3) shall be in effect to calculate the license fees.

21.2 If Licensee offers Subscribers a price discount if they obtain a bundle of Cable Service and one or more non-Cable Service goods or services, then beginning on the Effective date of this license for the purpose of computing Gross Revenues, the discount shall be allocated equally to each service or good included in the bundle. It is the intent of this subsection that a Licensee not bundle Cable Services with non-Cable Services in such a manner that the amount of Gross Revenues attributed to the Cable Services reduces the License fees payable under the License.

21.3 Nothing herein shall be construed to require a Licensee to offer any service at a price, where the price for that service is otherwise established by law or regulation.

21.4 Licensee shall bear reasonable costs that are associated with damage caused to public streets, road and alleys by construction, maintenance and operation of its facilities in the public streets, roads and alleys. Such costs are not to be offset against the License Fee.

21.5 Licensee shall pay all fines, fees, charges or damages for breach of the terms and conditions of the License.

21.6 If Licensee requests an expedited review of any permits required for construction and inspection and City agrees to such expedited review, all costs associated with such expedition shall not be offset against the License Fee. It is within the City's complete discretion as to whether or not to provide such expedited review.

EXHIBIT A

21.7 To the extent feasible, consistent with contractual commitments and other network needs, and consistent with city code, Licensee shall use its best efforts to participate in joint trench and joint facility placement opportunities, including city owned facilities, in order to minimize trenching and other work within the City rights-of-way. Licensee shall allow the City the opportunity to install conduit in any of their open trenches, provided the City funds the cost of the conduit and any related materials and does not add any unnecessary delays to the work proposed by the Licensee.

21.8 The payment of the License Fee shall follow the requirements of 17-5-1 (C) of the Goodyear City Code.

21.9 City shall have the inspection and audit rights described in 17-5-1 (D) of the Goodyear City Code.

21.10 License fees required by this License shall be in addition to any and all taxes of a general nature and not applicable solely to cable service operations within the City or other fees or charges which Licensee shall be required to pay to the City or to any state or federal agency or authority, as required herein or by law, all of which shall be separate and distinct obligations of the Licensee.

22. Service Standards

22.1 Licensee agrees throughout the term of this Agreement to extend Cable Services and transact a Cable Television business within the City of Goodyear to residents, as provided herein. The Licensee shall offer Cable Services that are equal in quality to those offered by Licensee in contiguous communities to the City in the Phoenix metropolitan area. Should there be a failure to maintain the mix, level or quality of services within the broad categories of video programming or other services as set forth in this License, the provisions of Section 17-6-5 of the Goodyear City Code will apply.

22.2 The Licensee shall comply with the more stringent of the customer service and consumer protection provisions of this Agreement; those from time to time adopted by Licensee; the FCC Customer Service Standards 76.309; 76.1602, 76.1603, 76.1619 (attached as Exhibit B); and Article 17-6-5 of the Goodyear City Code.

22.2.1 As to Licensee, the parties agree that the signing of this Agreement satisfies the requirement in the FCC Customer Service Rules that the franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the FCC standards and that it is the City's intent to do so.

EXHIBIT A

22.3 Licensee will not engage in the practice of "negative option" marketing and will not charge a Subscriber for any optional, a la carte or premium service or equipment that the Subscriber has not affirmatively requested.

22.4 Licensee shall provide all Subscribers with the option of prohibiting the viewing of a particular Cable Service during periods selected by the Subscriber.

22.5 Subscribers shall be given the option of not having pay per view or per program service available at all or only provided upon the Subscriber providing a security number selected by an adult representative of the Subscriber.

22.6 Upon request by a Subscriber and within a reasonable period of time, for a fee Licensee shall use the appropriate technology and/or equipment to block such Subscriber from receiving both the audio and video portions (even though this may create problems on adjacent channels) of a channel on which programming is provided on a per program or pay per view basis.

22.7 Licensee shall provide a separate phone number or e-mail address of a management level person at Licensee for City to contact on customer service related matters. Any such calls by City to such person shall be returned within one (1) business day. On any complaints submitted by City to such person, Licensee shall within three (3) business days provide City in writing its plan for resolution of such complaint.

22.8 For Subscribers desiring only seasonal service, Licensee shall either offer seasonal service at a reduction from its standard rates or shall offer a reduced prescheduled seasonal installation and disconnection charge.

22.9 Installation and operation of the distribution cable shall proceed on a nondiscriminatory basis, without regard for Subscriber affluence or other discriminatory factors.

23. Effective Date. This License shall be effective as of March 1, 2013.

IN WITNESS WHEREOF, the parties hereto have executed this License on the date indicated below to be effective March 1, 2013.

CITY OF GOODYEAR, ARIZONA

BY: Georgan Rod
Mayor

Date: Feb. 12, 2013

EXHIBIT A

ATTEST:

Maurice Scott
City Clerk

QWEST BROADBAND SERVICES, INC.,
a Colorado corporation

By: [Signature]

R. Steven Davis
Its: Executive Vice President -
Public Policy and Government
Relations

Approved as to form:

[Signature]
City Attorney

Exhibit B

FCC Customer Service Standards

§ 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule

service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(ii) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) *Normal business hours* —The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) *Normal operating conditions* —The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are *not* within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which *are* ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) *Service interruption* —The term “service interruption” means the loss of picture or sound on one or more cable channels.

§ 76.1602 Customer service—general information.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (b) of this section against cable operators. The franchise authority must provide affected cable operators 90 days written notice of its intent to enforce standards.

(b) Effective July 1, 1993, the cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
 - (2) Prices and options for programming services and conditions of subscription to programming and other services;
 - (3) Installation and service maintenance policies;
 - (4) Instructions on how to use the cable service;
 - (5) Channel positions of programming carried on the system; and
 - (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.
- (7) Effective May 1, 2011, any assessed fees for rental of navigation devices and single and additional CableCARDS; and,
- (8) Effective May 1, 2011, if such provider includes equipment in the price of a bundled offer of one or more services, the fees reasonably allocable to:
- (i) The rental of single and additional CableCARDS; and
 - (ii) The rental of operator-supplied navigation devices.

(c) Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by the cable system operator, including the address of the responsible officer of the local franchising authority.

[65 FR 53617, Sept. 5, 2000, as amended at 76 FR 40279, July 8, 2011]

§ 76.1603 Customer service—rate and service changes.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (b) of this section against cable operators. The franchise authority must provide affected cable operators 90 days written notice of its intent to enforce standards.

(b) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers 30 days in advance of any significant changes in the other information required by § 76.1602.

(c) In addition to the requirement of paragraph (b) of this section regarding advance notification to customers of any changes in rates, programming services or channel positions, cable systems shall give 30 days written notice to both subscribers and local franchising authorities before implementing any rate or service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of channels). When the change involves the addition or deletion of channels, each channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, the operator need only identify for subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.

(d) A cable operator shall provide written notice to a subscriber of any increase in the price to be charged for the basic service tier or associated equipment at least 30 days before any proposed increase is effective. The notice should include the name and address of the local franchising authority.

(e) To the extent the operator is required to provide notice of service and rate changes to subscribers, the operator may provide such notice using any reasonable written means at its sole discretion.

(f) Notwithstanding any other provision of part 76 of this chapter, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

NOTE 1 TO § 76.1603: Section 624(h) of the Communications Act, 47 U.S.C. 544(h), contains additional notification requirements which a franchising authority may enforce.

NOTE 2 TO § 76.1603: Section 624(d)(3) of the Communications Act, 47 U.S.C. 544(d)(3), contains additional notification provisions pertaining to cable operators who offer a premium channel without charge to cable subscribers who do not subscribe to such premium channel.

NOTE 3 TO § 76.1603: Section 631 of the Communications Act, 47 U.S.C. 551, contains additional notification requirements pertaining to the protection of subscriber privacy.

[65 FR 53617, Sept. 5, 2000, as amended at 66 FR 16554, Mar. 26, 2001]

§ 76.1619 Information on subscriber bills.

(a) Effective July 1, 1993, bills must be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(b) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(c) A cable franchise authority may enforce the customer service standards set forth in this section against cable operators. The franchise authority must provide affected cable operators 90 days written notice of its intent to enforce standards.

Bond Number: 022043544

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Qwest Broadband Services, Inc., (hereinafter called the Principal), as Principal, and Liberty Mutual Insurance Company, duly organized under the laws of the State of Massachusetts, (hereinafter called the Surety), as Surety, are held and firmly bound unto City of Goodyear, City Hall, 190 North Litchfield Road, Goodyear, AZ 85338, (hereinafter called the Oblige), in the sum of Ten Thousand Dollars and No/100-----(\$10,000.00) Dollars, for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, said Principal has entered into a written Contract with said Oblige, dated _____, for Cable Television License Agreement, in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse to the above named Oblige, all loss and damage which said Oblige may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

FURTHERMORE, Notwithstanding the provisions of the Contract, the term of this bond shall apply from March 1, 2013, until March 1, 2014, and may be extended by the Surety by Continuation Certificate. However, neither non-renewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto. In no event shall Surety's aggregate liability exceed the penal sum of this bond.

NO SUIT, ACTION OR PROCEEDING by the Oblige to recover on this bond shall be sustained unless the same be commenced within two (2) years following the date on which Principal ceased work on said Contract.

Signed and sealed this 19th day of February, 2013.

Qwest Broadband Services, Inc.
Principal

By: _____

R. Steven Davis, EVP-Public Policy & Government Relations

Liberty Mutual Insurance Company
Surety

By: _____

Melissa Haddick
Melissa Haddick, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

5529546

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **GINA A. RODRIGUEZ; JOE MARTINEZ; MARY PENA;**

MELISSA HADDICK; SANDRA PARKER; TANNIS MATTSON; TERRI L. MORRISON.....

all of the city of HOUSTON, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August, 2012.



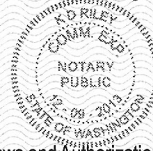
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 22nd day of August, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 19th day of February, 2013.



By: David M. Carey
David M. Carey, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. CA License #0437153 1301 5th Avenue, Suite 1900 Seattle, WA 98101-2682 Attn: Seattle.certrequest@marsh.com / Fax: 212-948-4326 022819	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Greenwich Insurance Company INSURER B: XL Specialty Insurance Co. INSURER C: North American Elite Insurance Company INSURER D: INSURER E: INSURER F:	FAX (A/C, No): NAIC # 22322 37885 29700
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COVERAGES **CERTIFICATE NUMBER:** SEA-002850658-08 **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		RGD500033303	09/01/2015	09/01/2016	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COMP/OP AGG \$ 15,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			RAD500033403 Auto Physical Damage - Self Insured	09/01/2015	09/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000 <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			UMB000800503	09/01/2015	09/01/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	RWD500032903 AOS	09/01/2015	09/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
B	XS Workers' Compensation/EL			RWE500033103 WA	09/01/2015	09/01/2016	Excess of 1,000,000 SIR \$1,000,000
B	XS Workers' Compensation/EL			RWE500033203 OH	09/01/2015	09/01/2016	Excess of 1,000,000 SIR \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Start Date: 3/1/2013, End Date: 2/28/2019
The City of Goodyear, Arizona is an Additional Insured as respects their interest in the operations of the Named Insured as required by written contract regarding General Liability.

CON-13-2432

CERTIFICATE HOLDER **CANCELLATION**

City of Goodyear, Arizona Attn: City Manager 190 North Litchfield Road Goodyear, AZ 85338	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Cheryl L. Koch <i>Cheryl L. Koch</i>
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