

FIRST AMENDMENT TO
CABLE TELEVISION LICENSE AGREEMENT
WITH QWEST BROADBAND SERVICES INC, DBA CENTURYLINK

WHEREAS, the City of Goodyear (“City”) and Qwest Broadband Services, Inc. d/b/a CenturyLink (“Centurylink”), hereinafter “the Parties” entered into the “Cable Television License Agreement Between City of Goodyear, Arizona and Qwest Broadband Services Inc (QBSI) DBA Centurylink” (“License”) effective March 1, 2013; and

WHEREAS, the current License is set to expire on February 28, 2019; and

WHEREAS, a change in state law requires that local governments adopt a standard form of uniform video service license agreement by July 1, 2019 consistent with state law; and

WHEREAS, the Parties prefer to extend the current License to no later than June 30, 2020; and

WHEREAS, the Parties now mutually desire to amend the License in conformity with the foregoing.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and in accordance with Section 11 of the License, the adequacy of which is accepted by the Parties as binding, the Parties hereby amend the License as follows:

1. Section 3 titled “Term” is amended by striking all language and replacing it with:

“The Term of this Renewal License shall be from the Effective Date until 11:59PM on June 30, 2020, or until Licensee elects to terminate the local license and obtain the uniform license adopted by the City as required by state law, whichever is sooner. Provided, however, that Licensee may terminate this License for convenience upon service of 90-days written notice to Licensor that Licensee plans to cease operating and providing cable services within the City. Such early termination shall be considered a termination by mutual agreement. Facilities not used exclusively for the provision of cable service do not need to be removed from rights-of-way.”

Other than as set forth in Section 7 of the License, CenturyLink is not required to extend service or to provide service to certain Living Units, except the requirement to provide service to certain city offices and educational facilities in accordance with Section 7 of the License, which remains unchanged.

The above amendments shall have an effective date of February 26, 2019.

This amendment document shall be referred to as the "First Amendment to Cable Television License Agreement Between City of Goodyear, Arizona and Qwest Broadband Services, Inc. (QBSI) DBA Centurylink" or, the shorter form "First License Amendment."

By our respective signatures below, we hereby acknowledge that we have read and understand the terms of this "First License Amendment" and sign this document as fully authorized representatives of our respective parties.

CITY OF GOODYEAR

By: _____
Julie Arendall

Its: City Manager

Date: _____

QBSI

By: _____
Printed name: Tory Somes

Its: VP QBSI

Date: 2/15/19

Approved as to form:

Roric Massey, City Attorney

Attest:

Darcie McCracken, City Clerk



CONTINUATION
CERTIFICATE

Liberty Mutual Insurance Company

Boston, MA

Surety upon

a certain Bond No. **022043544**

Cross Ref:

dated effective **February 19, 2013**
(MONTH-DAY-YEAR)

on behalf of **Qwest Broadband Services, Inc.**
(PRINCIPAL)

and in favor of **City of GoodYear**
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on **March 01, 2018**
(MONTH-DAY-YEAR)

and ending on **March 01, 2019**
(MONTH-DAY-YEAR)

Amount of bond **Ten Thousand and No/100 -----(\$10,000.00)**

Description of bond **Performance Bond**

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on **March 26, 2018**

(MONTH-DAY-YEAR)

Liberty Mutual Insurance Company

175 Berkeley Street, Boston, Massachusetts 02116 617-357-9500

By 
Attorney-in-Fact, Marissa Shepherd

Marsh USA, Inc.

Agent

500 Dallas Street Suite 1500, Houston, Texas 77002

Address of Agent

(713) 276-8312

Telephone Number of Agent



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.

Certificate No. 8032767

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, 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

Sandra Parker, Terri L. Morrison, Tannis Mattson, Gina A. Rodriguez, Mary Ann Garcia, Mario Arzamendi, Orlando Aguirre, Laura E. Sudduth, Gloria Mouton, Marissa Shepherd

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 the penal sum not exceeding TWENTY FIVE MILLION *****DOLLARS (\$25,000,000.00*****) each, and the execution of such 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 8th day of March, 2018.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

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

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

SS

On this 8th day of March, 2018, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American 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 David M. Carey, Assistant Secretary to appoint such attorneys-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, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American 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 26th day of March, 2018



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/06/2018

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 have **ADDITIONAL INSURED** provisions or 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
CN102197661-STND-ALL-18-19

022819

CONTACT**NAME:****PHONE**
(A/C, No, Ext):**FAX**
(A/C, No):**E-MAIL**
ADDRESS:**INSURER(S) AFFORDING COVERAGE****NAIC #****INSURER A:** Greenwich Insurance Company

22322

INSURER B: XL Specialty Insurance Co.

37885

INSURER C: Allianz Underwriters Ins Co

36420

INSURER D:**INSURER E:****INSURER F:****INSURED**

CenturyLink, Inc. and all subsidiaries,
including but not limited to: Qwest Communications International Inc.; Embarq Corporation;
Level 3 Parent, LLC and Level 3 Communications, LLC
100 CenturyLink Drive; Mailstop 5TS154
Monroe, LA 71203

COVERAGES**CERTIFICATE NUMBER:**

SEA-003482888-23

REVISION NUMBER: 7

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 SUBR INSD 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 <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY 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	RGD500033306	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		RAD500033406 Auto Physical Damage - Self Insured	09/01/2018	09/01/2019	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		ART3016558	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	RWD500032906 AOS RWR500033006 WI RWE500033106 - WA RWE500033206 - OH	09/01/2018 09/01/2018 09/01/2018 09/01/2018	09/01/2019 09/01/2019 09/01/2019 09/01/2019	<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
C	Technology E&O incl. Cyber/Privacy Liability		ART3016558	09/01/2018	09/01/2019	Each Claim/Aggregate \$ 10,000,000 Retention \$ 5,000,000

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.

CERTIFICATE HOLDER

City of Goodyear, Arizona
Attn: City Manager
190 North Litchfield Road
Goodyear, AZ 85338

CANCELLATION

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

Cheryl L. Koch

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Embarq Corporation; Level 3 Parent, LLC and Level 3 Communications, LLC 100 CenturyLink Drive; Mailstop 5TS154 Monroe, LA 71203	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

GENERAL LIABILITY

Automatic Additional Insured's Primary Coverage

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Coverage provided by the above General Liability policy shall be primary and is limited to liability arising out of Named Insured's ownership and/or operations. Any insurance carried by the additional insured shall not be contributory insurance. Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement. Separation of Insureds Applies. Insurance covers incidents that occur within 50' of railroad property, any railroad exclusions have been deleted per endorsement CG2417.

AUTOMOBILE LIABILITY

Additional Insured as respects your interest in the operations of the Named Insured as required by written contract. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

Lessor - Additional Insured and Loss Payee - All Lessors

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement. Separation of Insureds Applies.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY AND EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY (OH & WA - SELF-INSURED - \$1,000,000 RETENTION)

Waiver of Our Right to Recover from Others (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

EXCESS/UMBRELLA

Coverage applies per occurrence. Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement. Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement. Separation of Insureds Applies.

COMMERCIAL CRIME - FIDELITY BOND

Carrier: ACE American Insurance Company

Policy Number: DONG23680075 005

Effective Dates: 03/01/2018 - 03/01/2019

Each Occurrence: \$10,000,000

U.S. PROPERTY

Carrier: Allianz Underwriters Insurance Company

Policy Number: ART 3016558

Effective Dates: 03/15/2018 - 03/15/2019

Limit: \$25,000,000

Deductible: \$25,000,000

Property Coverage: "All Risk" of Direct Physical Loss or Damage to All Real and Personal Property, including Boiler & Machinery, Earthquake, Flood and Wind - Replacement Cost Basis, and Business Interruption - Actual Loss Sustained.

Loss Payee or mortgagee as required by written contract/loan agreement to the extent of your insurable interest. Waiver of Subrogation - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement. Other deductibles may apply as per policy terms and conditions.