



"Most Livable City"  
U.S. Conference of Mayors

INFORMATION SYSTEMS

7384 E. 2ND STREET  
SCOTTSDALE, AZ 85251

(480) 312-2622 PHONE  
(480) 312-2623 FAX

April 28, 2014

TO: The Honorable Jim Lane  
City Councilmembers

FR: Brad Hartig, Chief Information Officer <sup>BH</sup>

**RE: Edit to Fiber Hut Agreement, Contract No. 2014-047-COS**

On April 29, 2014, the City Council will consider approving Resolution 9738 for the authorization of the Google Fiber Hut license agreement (item 24 on the Consent agenda). This is to advise you that the license document has been edited, with the word "not" inserted into the third sentence in paragraph 4, on page 1:

Following the initial term, this Agreement will renew for successive two (2) year periods unless City provides Licensee with written notice that it does **not** wish to renew the Agreement.

If you have any questions, please call me at (480) 312-7615 or email me at [bhartig@scottsdaleaz.gov](mailto:bhartig@scottsdaleaz.gov)



## NETWORK HUT LICENSE AGREEMENT

This Network Hut License Agreement ("Agreement") is entered into by the City of Scottsdale ("City") and the Google Fiber company ("Licensee") identified on the signature page of this Agreement. City and Licensee agree to the following terms and conditions set forth below.

- 1. Purpose.** Licensee needs rights to occupy and use various real property sites that may be owned by the City. The sites will be used solely for the purpose of constructing, operating and maintaining structures that will house network equipment and fiber that are part of Licensee's fiber optic network ("Network Hut"). The construction of each Network Hut will be based on the specifications described in Exhibit A to this Agreement, incorporated by this reference, which may be amended by mutual agreement of the Parties.
- 2. Location of Sites for Network Huts.** Licensee will identify and propose to the City the location of various City owned sites. Licensee and City will work together to agree upon each site to be used for each Network Hut. If and when Licensee and City agree upon specific sites, the parties will complete and sign the form attached as Exhibit B, incorporated by this reference, to this Agreement ("Site Terms") for each site of approximately 1,400 square feet ("Network Hut Site"). City is not required to license any particular site or number of sites to Licensee, nor is Licensee required to license or use any particular site or number of sites. The Site Terms include a legal description of the Network Hut Site and any other special terms or requirements applicable to the Network Hut Site. Licensee's occupancy and use of each Network Hut Site will be subject to this Agreement, including the terms set forth in the applicable Site Terms.
- 3. Licensee Rights and Obligations.** City grants to Licensee the right to access, enter, occupy and use each Network Hut Site at any time for the sole purpose of constructing, operating and maintaining each Network Hut. City grants these rights solely to the extent it has such rights, title and interest in to the Network Hut Site, without any express or implied warranties. Licensee will obtain and pay for all applicable licenses, permits and other authorizations required to construct, operate and maintain the Network Hut and offer Licensee's services. Licensee will construct the Network Hut in accordance with all applicable laws and permitting requirements, and in compliance with the zoning standards and requirements governing the Network Hut Site, which may include local notification. Licensee will use and maintain the Network Hut Site in accordance with all applicable laws and requirements, including all environmental laws and regulations, and will keep the site secure, in good repair and reasonably free from debris, litter and graffiti.
- 4. Effective Date and Term.** This Agreement is effective on the last date it has been signed by both parties ("Effective Date"). The initial term of the Agreement is twenty (20) years from the Effective Date. Following the initial term, this Agreement will renew for successive two (2) year periods unless City provides Licensee with written notice that it does **not** wish to renew the Agreement. City must provide written notice of nonrenewal at least ninety (90) days prior to any renewal date of the Agreement.
- 5. Termination of Agreement or Site Terms.** Licensee may terminate this Agreement or the Site Terms for a specific Network Hut Site at any time with thirty (30) days written notice to the City. City may terminate this Agreement in the event of a breach by Licensee of its obligations under this Agreement and Licensee fails to cure the breach within sixty (60) days of receipt of notice from City. City may also terminate the Site Terms for a Network Hut Site by providing a

# CITY COUNCIL REPORT



Meeting Date: April 29, 2014  
 General Plan Element: *Public Services & Facilities*  
 General Plan Goal: *Provide reliable power and communication services that match the character of Scottsdale*

## ACTION

**Subject statement.** Approve Resolution 9738 authorizing the City Manager or designee to execute on behalf of the City the Network Hut License Agreement No. 2014-047-COS in the form approved by the City Council and that the City Manager or designee is authorized to execute on behalf of the City individual site licenses under the said agreement for specific city land.

## BACKGROUND

In February 2014, Google announced plans to review the viability of installing a fiber to the home (FTTH) network in 34 cities across 9 major metropolitan areas. Scottsdale, along with Tempe and Phoenix were identified as the locations in Arizona. Google's fiber-optic network will offer ultra-high speed internet service and cable television service in the communities that are selected for deployment. The decision on the communities that will have "Google Fiber" will be made by the end of 2014.

As part of the process to be eligible for consideration for Google Fiber, every municipality is providing extensive information on the existing utilities, plan review and permit processes, working in the right-of-way, and use of city property for electronic communications buildings across the city.

The electronic communications building, or Fiber Hut, is a 12' (wide) x 28' (length) x 10' (high) pre-fabricated concrete building that will contain the electronic equipment that provides internet and cable TV services for customers. Each fiber hut will have two air-conditioning units mounted to the side of the building, a back-up diesel generator and fiber-optic cable vaults that bring the fiber to/from the customer locations.

A fiber hut is capable of serving up to 20,000 households; city staff anticipates that there may be up to eight fiber huts installed at various city properties, including parks, community centers, water sites, and a campus location.

The existing internet and cable television providers in Scottsdale (Cox and CenturyLink) do not utilize city property for the electronic communications buildings required for their networks.

## ANALYSIS & ASSESSMENT

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### **Recent Staff Action**

City staff has worked closely with the City Attorney's Office in developing a process that will allow the city and Google to enter into a long term license for the use of city property for the installation and operation of the fiber huts. There are two components to the process, 1) a master terms agreement (2014-047-COS), and 2) site specific agreements (SSA).

The master terms agreement contains the general provisions (term, indemnification, insurance, and fees) that will convey to each fiber hut site, regardless of location. The SSA, a component of the master terms agreement, will serve as the license for each fiber hut location. Each SSA will contain requirements that are essential for the installation and ongoing operation of the fiber hut at a specific location, including: use of the land area, ingress/egress, security, upkeep and maintenance, and other conditions. Each SSA will be administratively awarded by the City Manager or designee after the city approves the development application for a fiber hut.

City staff in legal, planning, asset management, information technology, parks & recreation and water resources have identified 19 possible locations for the fiber huts – 9 park locations, 7 water sites, 2 community centers and 1 campus location.

### **Policy Implications**

The city has utilized a similar "master terms and SSA license process" to administratively award more than 235 licenses for wireless communications facilities in the city's rights-of way. The SSA license process will ensure that the departments that have a fiber hut located on its property will have input on the location, aesthetics and operation of the fiber hut.

## RESOURCE IMPACTS

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### **Staffing, Workload Impact**

The administrative award of the SSA licenses will be performed by current city staff and will not require any additional resources.

### **Maintenance Requirements**

The maintenance of the use area for a fiber hut will be the responsibility of Google. City staff will continue to maintain portions of city property that are outside the use area of each fiber hut.

### **Future Budget Implications**

The annual license fee for each fiber hut is \$2.75 per square foot, or approximately \$3,850 annually per site (estimated 1,400 square feet per site x \$2.75 per square foot. The square foot license fee rate will be adjusted annually using the Consumer Price Index for all urban areas (CPI-U). The license fee is the same for the cities of Tempe and Phoenix.

**OPTIONS & STAFF RECOMMENDATION**

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**Recommended Approach**

Approve Resolution 9738 authorizing the City Manager or designee to execute on behalf of the City the Network Hut License Agreement No. 2014-047-COS in the form approved by the City Council and that the City Manager or designee is authorized to execute on behalf of the City individual site licenses under the said agreement for specific city land.

**RESPONSIBLE DEPARTMENT(S)**

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Asset Management, Information Technology

**STAFF CONTACTS (S)**

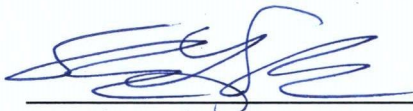
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Maria Muiser, Asset Management [mmuiser@scottsdaleaz.gov](mailto:mmuiser@scottsdaleaz.gov)

Kevin Sonoda, Telecommunications Policy [ksonoda@scottsdaleaz.gov](mailto:ksonoda@scottsdaleaz.gov)


**APPROVED BY**

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 (for Dan Worth)

Daniel Worth, Executive Director – Public Works  
(480) 312-5555 [dworth@scottsdaleaz.gov](mailto:dworth@scottsdaleaz.gov)

4-14-15  
Date

  
Bradley Hartig, Chief Information Officer – IT Department  
(480) 312-7615 [bhartig@scottsdaleaz.gov](mailto:bhartig@scottsdaleaz.gov)

4/14/15  
Date

**ATTACHMENTS**

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1. Resolution 9738
2. Contract No. 2014-047-COS
3. List of Possible Fiber Hut Locations

RESOLUTION NO. 9738

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE,  
MARICOPA COUNTY, ARIZONA, APPROVING LICENSE  
AGREEMENTS FOR FIBER OPTIC COMMUNICATIONS ENCLOSURES  
ON VARIOUS PARCELS OF CITY LAND

(Google fiber enclosures)

WHEREAS:

A. The City of Scottsdale ("City") is committed to facilitating first class telecommunications and broadband infrastructure for its businesses, its residents and the public.

B. Accommodating fiber optic communications enclosures on City land under appropriate circumstances will enhance communications in the surrounding area of the community.

C. City owns or holds interests in various parcels of real property located throughout its jurisdiction.

D. Allowing City land to be used for construction and operation of enclosures for a fiber optic communications system would enhance the communications infrastructure for City's businesses and residents and for the public.

E. The City Council has determined that the public good and future of the community in the vicinity of the Property can be best advanced by authorizing the city manager or designee to grant to Google Fiber a Network Hut License Agreement and subsequent individual licenses for communications enclosures upon City land.

F. SRC §2-221(c) provides that City may enter into licenses or similar agreements for the use of city-owned property.

G. The City Council has considered the City expenditure authorized by this Agreement and the direct consideration that City will receive and finds that there is a clearly identified public purpose for City's expenditure and that City will receive direct consideration substantially equal to its expenditure.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Manager or designee is authorized to execute on behalf of the City the Network Hut License Agreement No. 2014-047-COS in the form approved by the City Council in its meeting at which this resolution is adopted.

2. The City Manager or designee is also authorized to execute on behalf of the City individual site licenses under the said agreement for specific city land.

PASSED AND ADOPTED by the Council of the City of Scottsdale this \_\_\_\_\_ day of \_\_\_\_\_, 2014.


CITY OF SCOTTSDALE, an Arizona  
municipal Corporation

\_\_\_\_\_  
W. J. "Jim" Lane, Mayor

ATTEST:

By: \_\_\_\_\_  
Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Bruce Washburn, City Attorney

**NETWORK HUT LICENSE AGREEMENT**

This Network Hut License Agreement ("Agreement") is entered into by the City of Scottsdale ("City") and the Google Fiber company ("Licensee") identified on the signature page of this Agreement. City and Licensee agree to the following terms and conditions set forth below.

1. **Purpose.** Licensee needs rights to occupy and use various real property sites that may be owned by the City. The sites will be used solely for the purpose of constructing, operating and maintaining structures that will house network equipment and fiber that are part of Licensee's fiber optic network ("Network Hut"). The construction of each Network Hut will be based on the specifications described in Exhibit A to this Agreement, incorporated by this reference, which may be amended by mutual agreement of the Parties.
2. **Location of Sites for Network Huts.** Licensee will identify and propose to the City the location of various City owned sites. Licensee and City will work together to agree upon each site to be used for each Network Hut. If and when Licensee and City agree upon specific sites, the parties will complete and sign the form attached as Exhibit B, incorporated by this reference, to this Agreement ("Site Terms") for each site of approximately 1,400 square feet ("Network Hut Site"). City is not required to license any particular site or number of sites to Licensee, nor is Licensee required to license or use any particular site or number of sites. The Site Terms include a legal description of the Network Hut Site and any other special terms or requirements applicable to the Network Hut Site. Licensee's occupancy and use of each Network Hut Site will be subject to this Agreement, including the terms set forth in the applicable Site Terms.
3. **Licensee Rights and Obligations.** City grants to Licensee the right to access, enter, occupy and use each Network Hut Site at any time for the sole purpose of constructing, operating and maintaining each Network Hut. City grants these rights solely to the extent it has such rights, title and interest in to the Network Hut Site, without any express or implied warranties. Licensee will obtain and pay for all applicable licenses, permits and other authorizations required to construct, operate and maintain the Network Hut and offer Licensee's services. Licensee will construct the Network Hut in accordance with all applicable laws and permitting requirements, and in compliance with the zoning standards and requirements governing the Network Hut Site, which may include local notification. Licensee will use and maintain the Network Hut Site in accordance with all applicable laws and requirements, including all environmental laws and regulations, and will keep the site secure, in good repair and reasonably free from debris, litter and graffiti.
4. **Effective Date and Term.** This Agreement is effective on the last date it has been signed by both parties ("Effective Date"). The initial term of the Agreement is twenty (20) years from the Effective Date. Following the initial term, this Agreement will renew for successive two (2) year periods unless City provides Licensee with written notice that it does not wish to renew the Agreement. City must provide written notice of nonrenewal at least ninety (90) days prior to any renewal date of the Agreement.
5. **Termination of Agreement or Site Terms.** Licensee may terminate this Agreement or the Site Terms for a specific Network Hut Site at any time with thirty (30) days written notice to the City. City may terminate this Agreement in the event of a breach by Licensee of its obligations under this Agreement and Licensee fails to cure the breach within sixty (60) days of receipt of notice from City. City may also terminate the Site Terms for a Network Hut Site by providing a



minimum of one hundred eighty (180) days written notice to Licensee if the City determines that the applicable Network Hut Site is needed for a reasonable and necessary public purpose or if it poses a safety or health hazard to the community. Following such written notice, City agrees to use its best efforts to find an alternative City owned site that Licensee may use as a replacement; provided that nothing herein requires City to expend public funds or obtain additional property, either by exercising its powers of eminent domain or otherwise. Upon any termination or expiration of this Agreement, in whole or in relation to a particular Network Hut Site, Licensee will vacate the premises and return the site to its original condition within one hundred eighty (180) days.

6. **Use Fees and Costs.** Licensee agrees to pay to City the annual use fee of \$2.75 per square foot for each Network Hut Site. Licensee will pay City the use fees in advance annually for each Network Hut Site on the anniversary of the Effective Date. Annual use fees will be paid prorated for any portion of a year that a Network Hut Site is occupied by Licensee. Licensee will be responsible for all its costs associated with construction, operation and maintenance of the Network Hut and each Network Hut Site, including any applicable government property lease excise taxes, and any assessments. At its expense, Licensee will obtain and maintain any utility services required. The use fees shall be subject to an annual adjustment, which will occur on the anniversary of execution of the relevant Site Terms. The amount of the adjustment shall be determined by multiplying the use fees set forth in the Site Terms by a factor determined by dividing the Current CPI-U by the Base CPI-U. The "CPI-U" shall mean Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, published by the Bureau of Labor Statistics, United States Department of Labor. The "Current CPI-U" is the CPI-U last officially published prior to the adjustment date. The "Base CPI-U" is the CPI-U last officially published prior to January 1, 2015. The City reserves the right, at the end of the Initial Term and any Renewal Terms, to adjust the annual use fees based on prevailing market conditions, by increasing the annual use fees subject to all Network Hut Sites. If the parties cannot agree to the proposed increase in use fees, an independent real estate appraiser will be engaged at the expense of Licensee to determine the appropriate increase in use fees. Both parties must agree on the independent appraiser. If the use fees are not adjusted at the end of the Initial Term or any Renewal Term(s), the same annual use fee methodology will remain in effect during the Renewal Term(s), including the annual adjustment factor set out in this Section.
7. **Indemnification.** Licensee agrees to indemnify, defend and hold harmless City, its officers, elected representatives, and employees from liabilities, damages, losses and costs, including reasonable attorney fees and court costs, related to third party claims, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of Licensee or other persons employed or used by Licensee or arising out of Licensee's use or occupation of a Network Hut Site. This indemnity includes any claim or amount arising out of or recovered under Workers' Compensation Law or arising out of the failure of Licensee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is agreed that Licensee will be responsible for primary loss investigation, defense and judgment costs where this indemnity applies. If, in City's reasonable judgment, a conflict exists between the interests of City and Licensee in such a claim, City may retain its own counsel whose reasonable fees will be paid by Licensee.
8. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION IS

SUBJECT TO AND MAY BE LIMITED BY APPLICABLE LAW.

9. **Insurance.** Licensee will comply with the insurance specifications in Exhibit C.
10. **Notice.** All notices related to this Agreement will be in writing and sent to the address set forth in each signature block of the Site Terms. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by facsimile transmission or by electronic mail, (c) upon receipt after dispatch by registered or certified mail, postage prepaid, (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) days after the date of mailing, whichever is earlier.
11. **General Provisions.** This Agreement is governed by the internal laws of Arizona without regard to choice of law rules, and proper venue for litigation of any disputes is Maricopa County. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement may not be assigned by Licensee without the consent of City except for assignments to Licensee's affiliates (defined as any person or entity controlling, controlled by, or under the common control with Licensee) or in connection with a merger, acquisition, or sale of the entire network assets or similar transactions. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire Agreement between the parties related to this subject matter. Any change to the terms of this Agreement must be in writing and signed by the parties, and will not be effective until formally approved by the City Council; provided that any Site Terms may be agreed by ministerial or administrative action, if City is authorized to do so. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Licensee may: (a) use electronic signatures; and (b) be subject to the provisions of the U.S. E-SIGN Act (i.e., the Electronic Signatures in Global and National Commerce Act (ESIGN, Pub.L. 106-229, 14 Stat. 464, enacted June 30, 2000, 15 U.S.C. ch.96).
12. **Inspection.** City will have the right to inspect any Network Hut Site for fire, security or emergency purposes, in which case City will give Licensee notice as soon as practicable, not to exceed forty-eight (48) hours after the inspection. In the case of an emergency, or threat to public health or safety, City may take any reasonable action necessary under the circumstances, and City will not be liable to Licensee for damage that results, unless the damage was a result of City's negligence or willful misconduct. If practicable, City will promptly notify Licensee of an emergency, or threat to public health or safety, and Licensee must then respond within four (4) hours to remedy the emergency or threat.
13. **Remedies.** City's remedies are cumulative, and waiver by City of any breach by Licensee will not constitute waiver of any other breach, whether of the same or different nature. Time is of the essence.
14. **Conflicts of Interest.** This Agreement may be cancelled pursuant to A.R.S. § 38-511.

The Parties have executed this Network Hut License Agreement as of the \_\_\_ day of \_\_\_\_  
201\_.

**City of Scottsdale,**  
an Arizona municipal corporation

**Google Fiber**

\_\_\_\_\_  
Fritz Behring, City Manager

\_\_\_\_\_  
Signature: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Approved as to Form:**

Office of the City Attorney

*R Kelly Ward*

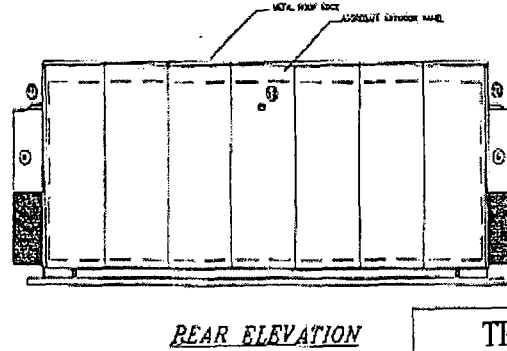
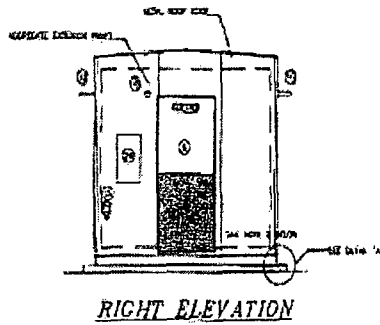
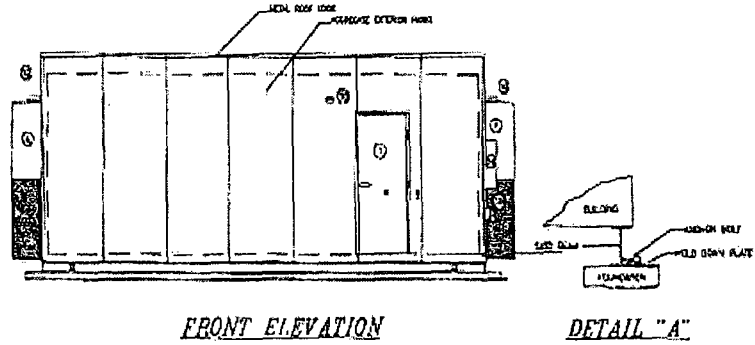
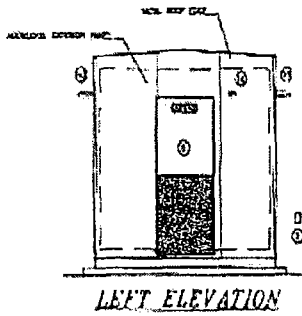
By *Bruce Washburn* For \_\_\_\_\_  
Bruce Washburn, City Attorney

*Brad Hartig*  
Brad Hartig, Chief Information Officer

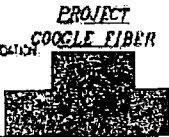
*Dan Worth*  
Dan Worth, Executive Director – Public Works

**EXHIBIT A**  
**NETWORK HUT SPECIFICATIONS**


*EXHIBIT B*



1. NO TAGS OR ANY MARKING IS TO BE SHOWN ON THE EXTERIOR OF THE BUILDING OR DOORS
2. INSTALL 0"X8" ALUMINUM PLATE ON THE INTERIOR OF THE BUILDING FOR ALL TAGS AND INSIGNAS
3. ADD AN EXTENSION TO EACH AIR CONDITIONER CHAN TUBE TO DRAIN WATER AWAY FROM THE FOUNDATION.



THIS DRAWING CONTAINS PROPRIETARY INFORMATION OF THERMOBOND BUILDINGS, LLC. IF IT IS REPRODUCED OR USED FOR ANY PURPOSES OTHER THAN THE ORIGINAL PURPOSE FOR WHICH IT WAS PREPARED, THE USER ASSUMES ALL LIABILITY FOR ANY SUCH REPRODUCTION OR USE. WITHOUT THE EXPRESS WRITTEN PERMISSION OF THERMOBOND BUILDINGS, LLC.

<b>THERMOBOND BUILDINGS</b> 	
<small>239 W. Grand Pk. Blvd. #40, El Paso, TX 75248-9449                  Phone: 800-296-1971 www.thermobond.com</small>	
Sheets/16" = 1 Date: 7/24/12 Drawn By: DMK Approved By:	Title: EXTERIOR LAYOUT FOR 11'-5" W. X 28' L. X 8' H. BLDG. Project Number: A688551 Date: 4-12-10 Page: 8 of 13

**EXHIBIT B**  
**NETWORK HUT SITE TERMS**

- 1. Legal Description of Network Hut Site Location (describe below or attach legal description).**
  
  
  
  
  
  
  
  
  
  
- 2. Annual Fees:**
  
  
  
  
  
  
  
  
  
  
- 3. Other terms or requirements applicable to Network Hut Site.**

**LICENSEE:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**(Authorized Signature)**

**(Authorized Signature)**

\_\_\_\_\_  
**(Name)**

\_\_\_\_\_  
**(Name)**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**(Title)**

**Address:** 1600 Amphitheatre Parkway  
Mountain View, CA 94043

**Address:**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT C**  
**INSURANCE**

<b>Type:</b>	<b>Amount:</b>
1. Worker's Compensation	Statutory, with a Waiver of Subrogation endorsement in favor of City
2. Employer's Liability	\$1,000,000 for each accident; \$1,000,000 disease coverage for each employee; \$1,000,000 disease policy limit with a Waiver of Subrogation endorsement in favor of City
3. Commercial General Liability Insurance to include (but not be limited to coverage for) coverage for the following:	For Bodily Injury, Death, and Property Damage of \$2,000,000 per occurrence, or the full limits of policy, whichever is greater; \$2,000,000 general aggregate, or its equivalent in umbrella or excess liability coverage, or the full limits of policy, whichever is greater. Excess insurance shall be "follow form" equal to or broader in coverage than the underlying insurance.
(a) Premises/Operations	
(b) Independent Contractors	
(c) Products/Completed Operations	\$ 1,000,000
(d) Contractual Liability	\$ 1,000,000
(e) Personal and Advertising Injury Liability	\$ 1,000,000
(f) Broad-Form Property Damage, to include Fire Legal Liability	Coverage for replacement cost of Google's improvements
4. Business Automobile Liability to include coverage for:	Combined Single Limit for Bodily Injury, Death, and Property Damage of \$1,000,000.00 per occurrence. Coverage shall be at least as broad
(a.) Owned/Leased Automobiles	

(b.) Non-owned Automobiles as coverage code 1, "any auto".

(c) Hired Automobiles

5. Property Insurance for physical damage to the property of the Google, including improvements and betterments Coverage for replacement cost of Google's improvements.

The above policies will be issued by a company authorized to do business in Arizona and having an A.M. Best's rating of A-VII or better. The general aggregate limit shall apply separately to these services or the general aggregate shall be twice the required occurrence limit. City may require increases in the amount or types of coverage no more frequently than every three years, based on increases in the CPI, so as to ensure full protection of the City and the public. Licensee shall have sixty (60) days from the date of notification from the City to comply with any increase.

Licensee's insurance will be primary and non-contributory. The policy or policies shall name the City, its officers, boards, commissions, agents and employees as additional insureds to the full limits of liability purchased by Licensee even if those limits of liability are in excess of those required by this Agreement. Licensee, or Licensee's agent, shall provide the City with written notice of any cancellation, modification or reduction in coverage of said policy within thirty (30) days of the effective date thereof.

Licensee shall ensure that all contractors and subcontractors have insurance coverage subject to substantially the same requirements stated herein for the Licensee.

A certificate evidencing the insurance required by this License, the amount of any self-insured retentions and the endorsement listing the City as an additional insured shall be provided within 10 business days of the first Site Terms being executed between the Parties. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The certificate(s) of insurance and renewal certificates of insurance shall be sent to the following addresses:

Asset Management Coordinator  
City of Scottsdale  
7447 East Indian School Road, Suite 205  
Scottsdale AZ 85251

Director of Risk Management  
City of Scottsdale  
7447 East Indian School Road, Suite 225  
Scottsdale AZ 85251

**CITY OF SCOTTSDALE  
GOOGLE FIBER PROJECT  
POSSIBLE FIBER HUT LOCATIONS**

- Site 1**            21851 N. Miller Road
- Site 2**            31203 N. 56<sup>th</sup> Street
- Site 3**            33475 N. Scottsdale Road
- Site 4**            8755 E. Ashler Hills Drive
- Site 5**            8801 E. Los Gatos Drive
- Site 6**            SWC 108<sup>th</sup> Street & Bell Road
- Site 7**            12171 E. Shea Boulevard
- Site 8**            6535 E. Osborn Road
- Site 9**            1700 N. Granite Reef
- Site 10**           8600 E. Thomas Road
- Site 11**           4289 N. Hayden Road
- Site 12**           5401 N. Hayden Road
- Site 13**           8732 E. McDonald Drive
- Site 14**           10400 E. Via Linda Way
- Site 15**           13636 N. 100<sup>th</sup> Street
- Site 16**           9170 E. Thunderbird Road
- Site 17**           20199 N. 78<sup>th</sup> Place
- Site 18**           8950 E. Pinnacle Peak Road
- Site 19**           7601 E. McKellips Road