

**LICENSE AGREEMENT
FOR THE JOINT USE OF POLES
BETWEEN
CITY OF NEEDLES, CALIFORNIA
AND
ROUTE 66 BROADBAND
FOR
CABLE ATTACHMENT TO CITY POLES**

AGREEMENT NUMBER _____

COPY NUMBER _____

**AGREEMENT
BETWEEN
CITY OF NEEDLES, CALIFORNIA
AND
ROUTE 66 BROADBAND
FOR
CABLE ATTACHMENT TO CITY POLES**

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1	PARTIES	1
2	RECITALS	1
3	ENTIRE AGREEMENT	1
4	SECTION HEADINGS AND DEFINITIONS	2
5	SCOPE OF AGREEMENT	3
6	SPECIFICATIONS	4
7	ESTABLISHING JOINT USE OF NEW POLES AND CONTINUING JOINT USE OF EXISTING POLES	4
8	RIGHT-OF-WAY FOR LICENSEE'S ATTACHMENTS	6
9	COSTS	6
10	ABANDONMENT OF JOINT USE POLE	7
11	POLE ATTACHMENT FEE	8
12	DEFAULT IN PERFORMANCE OF WORK	9
13	OTHER USES	9
14	ASSIGNMENT OF RIGHTS	10
15	WAIVERS OF TERMS AND CONDITIONS	10
16	PAYMENT OF TAXES	10
17	BILLS AND PAYMENT FOR CONSTRUCTION WORK	10
18	PLACES OF BUSINESS	11
19	LIABILITY AND DAMAGES	11
20	TERM OF AGREEMENT	12

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
21	DISPUTES	12
22	INSURANCE	13
23	GOVERNING LAW AND VENUE	13
24	SEVERABILITY	13
25	EXECUTION AND EFFECTIVE DATE	13

APPENDICES AND EXHIBITS

APPENDIX A	INSURANCE	15
APPENDIX B	JOINT USE POLE REQUEST ACCOUNT REPORT	17
EXHIBIT 1	APPLICATION FOR POLE LICENSE	18
EXHIBIT 2	NOTIFICATION OF TERMINATION OR MODIFICATION	19
EXHIBIT 3	MEMORANDUM FOR THE JOINT USE OF POLES	20
EXHIBIT 4	JOINT USE REQUEST LOCATION MAP	21

**MASTER AGREEMENT
FOR THE JOINT USE OF POLES
BETWEEN
CITY OF NEEDLES, CALIFORNIA
AND
ROUTE 66 BROADBAND FOR
CABLE ATTACHMENT TO CITY POLES**

1. PARTIES

The Parties to this Master License Agreement are Route 66 Broadband a California Corporation, hereinafter referred to as "Licensee", and the City of Needles, California, a California Municipal Corporation, hereinafter referred to as "City".

2. RECITALS

- 2.1. The Parties of this agreement desire to establish a procedure of terms and conditions for the joint use of their respective poles, when and where joint use shall be mutual advantage.
- 2.2. The conditions determining the necessity or desirability of joint use depend upon the service requirements to be met by both Parties, including considerations of safety and economy, and each of them shall be the judge of what the character of its circuits shall be to meet its service requirements and as to whether or not these service requirements can be properly met by Joint Use of Poles.

3. ENTIRE AGREEMENT

This Agreement embodies the entire understanding between the Parties and shall supersede all prior contract, representations, negotiations, or letters pertaining to the subject matter of this Agreement, whether written or oral. The parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind not set forth herein, and this Agreement shall only be modified by an amendment signed by both parties. This Agreement includes all documents attached hereto and incorporated herein by reference.

4. SECTION HEADINGS AND DEFINITIONS

Section headings in this Agreement are for convenience only, and are not to be construed to define, limit, expand, interpret or amplify provisions hereof. When initially capitalized in this Agreement, or amendments hereto, the following words or phrase shall have the meanings specified:

Added Height – The additional height of Joint Use Poles required by either Party to meet codes or construction standards.

Agreement – This agreement, including all referenced documents, between the Parties for the Joint Use of Poles.

Anchor(s) – An anchor and associated anchor rod.

Attachments – Wires, cables, lamp fixtures, guy wires, and all other apparatus, fixtures or appurtenances of either Party, (excluding anchors) now or hereafter attached to poles

City - City of Needles, California

Joint Use – The placing and maintaining of attachments of both Parties upon one or more poles or anchors.

Joint Use Anchor – An anchor and associated anchor rod to which guy wires of both Parties are attached in order to support the pole and the various Attachments of the Parties thereon.

Joint Use Memorandum(s) – Forms(s) substantially in the form as set forth in Exhibits 1, 2, 3 and 4 attached hereto, exchanged between the Parties to notify each other of Joint Use construction to be performed, changes in pole use, and other related communication.

Joint Use Pole – A pole agreed upon by the Parties to be for Joint Use.

Joint Use Request Account Record – A form that summarizes and reports all joint use Licenses granted to Licensee and associated fees.

Licensee – The Party other than Owner who Desires to place or has placed its facilities on Owner's pole or anchor.

Other User – A third party other than Owner or Licensee who desires to place or has its facilities on a Joint Use Pole.

Owner – The Party who owns the pole and anchor.

Residential Structural Value – The current installed cost of facilities involved less applicable depreciation for time of service.

Standard Attachment Height – A point on a pole at a height above ground level which complies with State and Federal Regulations, National Electric Safety Code and Industry practices.

Standard Joint Use Pole – A forty (40) foot, Class Five (5) wood pole as covered by American National Standards Institute (ANSI) specifications and dimensions for wood poles.

5. SCOPE OF AGREEMENT

- 5.1. This agreement shall apply to all poles of each of the Parties now existing or hereafter erected in the City of Needles and surrounding area, and mutually agreed upon for Joint Use by the Parties. Any pole may be excluded from Joint Use, including;
 - 5.1.1. Those which in the Owner's judgement are or will be necessary for its own sole use.
 - 5.1.2. Those which carry, or are intended by the Owner to carry, circuits of such a character that in the Owner's judgement the proper rendering of its service now or in the future makes joint use of such poles undesirable.
- 5.2. Poles agreed upon for Joint Use shall be so designed by the form as set forth in Appendix B, JOINT USE POLE REQUEST ACCOUNT REPORT which shall become a part of this Agreement and subject to the terms hereof.
- 5.3. All communication hereunder, including but not limited to notices, applications, responses, etc., between the Parties shall be by Joint Use Memorandum(s), Exhibits 1, 2, 3 and 4, except for billing or Agreement amendments or notifications as provided for in the Agreement.
- 5.4. No use, however extended, of any Joint Use Pole under this Agreement shall create or vest in Licensee and ownership or property rights therein, but Licensee's rights therein shall be and remain a license, which as to any particular pole, or poles, may be terminated at any time by Owner upon reasonable notice to Licensee; and Licensee shall remove its Attachments from said pole or poles before the expiration of said notice; provided, however, the Owner shall not terminate Licensee's use of any pole or poles without reasonable and just cause. Nothing herein contained shall be construed to compel Owner to maintain any pole, or poles for a period longer than demanded by its own service requirements

6. SPECIFICATIONS

- 6.1. Construction, installation, maintenance and repair of Joint Use Poles and all electric and communication circuits located thereon shall be in accordance with the National Electric Safety Code, as adopted by California Public Utilities Commission, National Electric Code as adopted by the City of Needles, the California Occupational Safety and Health Act (Cal OSHA), the southern California Joint Pole Committee Joint Pole Practices and Routine, the rules and regulations of any governing authority having jurisdiction over the subject matter of this Agreement, and requirements Owner may from time to time prescribe, and this Agreement. Where a difference in standards may exist, the more stringent shall apply. Each Party hereby agrees to indemnify and hold harmless the other Party from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses, arising out of its failure to comply with this provision.
- 6.2. Licensee shall, at its own expense, make and maintain its Attachments in a safe condition, in a manner acceptable to Owner and in conformance with the provisions of section 6.1. Such Attachments shall be made and maintained so as not to conflict with the use of said poles by Owner or other authorized users or interfere with other facilities which may from time to time be placed thereon. In the event of such interference, Licensee shall at its own expense, upon fifteen (15) working days' notice from Owner, relocate or replace its facilities upon said poles, or transfer them to substitute poles, or perform any other work in connection with said facilities that may be required by Owner to remove such interference.

7. ESTABLISHING JOINT USE OF NEW POLES AND CONTINUING JOINT USE OF EXISTING POLES

- 7.1. Whenever either Party requires new poles within the common service territory either as (i) new pole lines, (ii) extensions of existing pole lines, (iii) interest poles in existing pole lines, or (iv) replacements of existing poles, and desires to establish such poles as Joint Use Poles, it shall promptly notify the other Party and submit with such notice, its plans showing the proposed locations and character of the new poles and the character of the circuits it desires to place thereon. In the event of an emergency, verbal notice is acceptable but must subsequently be confirmed by a Joint Use Memorandum(s) and accompanying Joint Use Request Location Map and any additional drawings within twenty (20) calendar days. Within twenty (20) calendar days after receipt of such notice, the other Party shall approve, modify or reject said Joint Use, and shall sign the Joint Use Memorandum(s) in the spaces provided and return same day to the requesting Party.
- 7.2. Whenever either Party desires to place or reserve for placing its attachments on any pole owned by the other Party, either when initially installed or at some later date, such Party shall make written application specifying the location of the pole in question, the amount of space desired, the attachment point desired, if different from the Standard

Attachment Height, and the number and character of the circuits to be placed thereon. Within twenty (20) calendar days after receipt, Owner shall approve, modify or reject said Joint Use. Upon receipt of notice from Owner that said Joint Use has been approved and after completion of any modifications required to accommodate such Attachments on said pole, including and necessary pole replacements, Licensee shall have the right for use of said pole for attachments and circuits of the character specified, in the amount of space specified, and at the Standard Attachment Height unless otherwise specified.

- 7.3. In the event Owner determines that any pole to which Licensee desires to make Attachments is inadequate or otherwise needs rearrangements or rework to support or accommodate the facilities of Licensee in accordance with section 6, SPECIFICATIONS, Owner will indicate the changes necessary to provide adequate pole space and estimated cost to Licensee. If Licensee desires that such changes be made and so notifies the owner, Owner will make or will arrange for making of such changes, including the replacement of inadequate poles, and Licensee shall pay Owner in the manner provided in section 9, COST.
- 7.4. Cost incurred in connection with establishing Joint Use of new poles shall be borne by the Parties in the manner provided in section 9, COST.
- 7.5. Except, as herein otherwise expressly provided, each Party shall place, transfer and rearrange its own Attachments, including any tree trimming or cutting incidental thereto, and shall always perform such work in a manner as not to interfere with the service of the other Party.
- 7.6. Licensee shall not have the right to place nor shall it place any equipment in addition to that initially authorized, upon any Joint Use Pole without first making application and receiving permission to do so. Nor shall Licensee change the position of any Attachments without Owners prior written approval. If either Party changes the character of its circuits resulting in an unsatisfactory or unsafe condition, that Party shall bear the total cost of corrective action or damages incurred by the other Party.

7.6.1. Anchors

7.6.1.1. Licensee may attach its guy wire to Owner's existing Anchor where adequate capacity is available in accordance with the standards set forth in section 6.1. Licensee shall secure any necessary right-of-way therefor from the appropriate Owner.

7.6.1.2. Should Owner or Other User attached to the Anchor need, for its own service requirements, to increase its load on the Anchor to which Licensee is attached, Licensee shall, if necessary, either rearrange its guy wire on the Anchor or transfer it to a replacement Anchor, as determined

by Owner in its sole discretion. The cost of such rearrangement and/or transfer and the placement of a new anchor or replacement of an existing Anchor shall be paid by Licensee.

7.6.1.3. If Licensee does not rearrange or transfer its guy wire within Thirty (30) calendar days following the date of written notice from Owner regarding such requirement, Owner or Other User May perform the work involved and Licensee shall pay the full Cost thereof.

8. RIGHT-OF-WAY FOR LICENSEE'S ATTACHMENTS

Owner and Licensee will cooperate in obtaining permits or rights-of-way for both Parties on Joint Use Poles; however, before placing any Attachments, Licensee shall have complete responsibility for obtaining any public or private consents, grants or permits that may be necessary for the use by it of such poles, and when requested by Owner, shall furnish such consent, grant or permit for Owners Inspection. If objection is made by the property owner of the underlying fee, or the governing body in the case of public right-of-way, after Licensee's Attachments have been placed on a Joint Use Pole, and Licensee is unable to satisfactorily resolve the matter within a reasonable time, Owner may upon notice in writing to Licensee, require Licensee to remove its Attachments from the poles involved, and Licensee shall, within thirty (30) calendar days after receipt of such notice, remove its Attachments from such poles at its sole expense.

9. COSTS

9.1. The cost of erecting new Joint Use Poles, whether as (i) new pole lines, (ii) extensions of existing pole lines, (iii) interest poles in existing pole lines, or (iv) replacements of existing poles, shall be borne by the Parties as follows:

9.1.1. A standard Joint Pole or Joint Use Pole smaller than a standard Joint Pole, shall be erected at the sole expense of Owner.

9.1.2. A Joint Use Pole larger than the standard Joint Pole, the Added Height or class of which is due wholly to Owner's requirements, shall be erected at the sole expense of the Owner.

9.1.3. In the case where the Licensee requires a Joint Use Pole larger than the standard Joint Pole, either Added Height and/or class of the pole, the Licensee shall pay to the Owner a sum equal to the difference between the cost in place of such pole and the cost in place of a standard Joint Pole.

9.1.4. In the case of a Joint Use Pole larger than the standard Joint Pole, the Added Height and/or class of which is due to the requirements of both Parties, Licensee shall pay to Owner a sum equal to one-half the difference between the cost in place of such pole and the cost in place of a standard Joint Pole.

- 9.1.5. If Joint Use Pole is taller, or of a larger class, than would otherwise be required must be used to meet the requirements of public authorities or of property owners, the cost entailed by such requirements in excess of those otherwise needed shall be divided equally between the Parties, unless the added costs are chargeable to the public authority or property owner who will then be billed by Owner for such addition costs.
- 9.1.6. Where an existing Joint Use Pole is replaced by a new Joint Use Pole solely for the benefit of Licensee, Licensee shall pay to Owner the Residual Structural Value in place of the replaced pole, plus the Owner's transfer cost less plant betterment, plus the cost of removal, less the salvage value of the pole. Owner shall remove and retain such pole. If the replacement Joint Use Pole required by Licensee is larger than a Standard joint Pole in either Added Height or class, the Licensee shall pay the difference between the cost in place of such a pole and the cost in place of a Standard Joint Pole.
- 9.1.7. Where an interest Joint Use Pole is set by Owner at the request of Licensee, Licensee shall pay to Owner the cost in place of the interest pole and shall bear the cost of attachment to the new pole by both Parties.
- 9.2. Except as otherwise provided in the Agreement, the expense of maintaining Joint Use Poles shall be borne by Owner thereof, and each Party shall be responsible for maintaining, repairing, replacing and removing its Attachments.
- 9.3. The expense of tree trimming maintenance work, whether pertaining to the poles or to the placing or maintaining of Attachments shall be equitably divided between the Parties, as determined by the Owner.

10. ABANDONMENT OF JOINT USE POLES

- 10.1. If the Owner desires at any time to abandon any Joint Use Pole, it shall give Licensee notice to that effect at least thirty (30) calendar days prior to the date on which it intends to abandon such pole. If at the expiration of said period, Owner shall have no Attachments on such pole but Licensee shall not have removed all of its Attachments therefrom, such pole shall thereupon become the property of the Licensee, and Licensee shall defend and save harmless the former Owner of such pole from all obligations, liabilities, damages, cost, expenses or charges of any nature incurred thereafter; further, Licensee shall pay the former Owner a sum equal to the Residual Structural Value in place of such abandoned pole or such other equitable sum as may be agreed upon between the Parties. Credit, prorated based upon the remaining useful life of the pole, shall be allowed for any payment which Licensee may have made under the provisions of section 9, COSTS, when the pole was originally set.
- 10.2. Upon transfer of ownership, as set forth in Section 10.1, the former Owner, upon written request made within thirty (30) calendar days after receipt of notice of proposed abandonment, shall execute and deliver such instruments as may be

necessary to grant, convey, and assign to the other Party its rights relating to the location, erection, use and maintenance of the abandoned pole.

- 10.3. Licensee may at any time abandon the use of a Joint Use Pole by giving notice to Owner as to date the pole is to be abandoned, removing Attachments, and notifying Owner of such removal by completion report substantially in the form of Exhibit 2, NOTIFICATION OF TERMINATION OF MODIFICATION OF POLE ATTACHMENT LICENSE BY LICENSEE.

11. POLE ATTACHMENT FEE

- 11.1. The Annual fee is determined by a cost-of-service analysis completed by the City and approved by the City Council/Needles Public Utility Authority.
- 11.2. The annual Attachment Fee shall be adjusted effective January 1 of each year. The amount of adjustment will be calculated by utilizing the National Consumer Price Index as follows:
 - 11.2.1. The most recent published index numbers for the current year will be used as the fee adjuster to the next year's Annual Attachment fee.
 - 11.2.2. The percentage of change in the average index numbers will be applied to the current year's Annual Attachment Fee, which will be effective January 1 of the next year.
 - 11.2.3. The Annual Attachment Fee billings for the next year will be forwarded to Licensee by December 15 of each year.
- 11.3. For the initial calendar year of each new License, the Annual Attachment Fee shall be assessed at one-half the annual rate set forth in Section 1.1 above, as of the effective date of the License, and shall not be refundable due to early termination of the License.
- 11.4. The total Annual Attachment Fees assessed as of the beginning of each calendar year shall be based upon the total number of pole attachments on record, times the Annual Attachment Fee effective for the calendar year. The total number of pole attachments on record shall be the number of pole attachments for which a License has been issued, as evidenced by an approved APPLICATION FOR POLE LICENSE (Exhibit 1), or MEMORANDUM FOR JOINT USE OF POLES (Exhibit 3), or as they may be revised from time to time, less the number of pole attachments whose License has been terminated, as evidenced by a NOTIFICATION OF TERMINATION OR MODIFICATION OF POLE ATTACHMENT LICENSE BY LICENSEE (Exhibit 2), as of December 15 of the previous calendar year.
- 11.5. If any Attachments or facilities of Licensee shall be attached to any pole of Owner, which is not a Joint Use Pole, Owner without prejudice to its other rights or remedies under this Agreement may impose a Pole Attachment Fee for each of the preceding five years and may notify Licensee to remove such Attachments and facilities within thirty (30) calendar days thereafter. Said Pole Attachment Fee shall be computed for each of the

five years pursuant to the applicable Pole Attachment Fee rate under Section 11. Any such fee imposed by Owner shall be in addition to its rights to any other sums due and payable and to any claims or damages under this Agreement or otherwise. No act or failure to act by Owner with regard to said fee or said unlicensed use shall be deemed a ratification or licensing of the unlicensed use.

11.6. If Licensee fails to pay Pole Attachment Fees when due, Owner may, upon ten (10) calendar days prior written notice, terminate Licensee's rights under this Agreement without prejudice to Owner's rights under this Agreement, and remove Licensee's Attachments from the poles of the Owner.

11.7. In the event any Joint Use Pole is abandoned by either Owner or Licensee pursuant to Section 10, ABANDONMENT OF JOINT USE POLE, Licensee shall not be entitled to any refund of Pole Attachment Fee payments.

12. DEFAULT IN PERFORMANCE OF WORK

If either Party shall default in the performance of any work which it is obligated to perform under this Agreement, the other Party may elect to perform or have performed such work, without incurring any liability for the manner or result thereof, and the Party in default shall reimburse the other Party for the full costs incurred.

13. OTHER USERS

13.1. Nothing contained in this Agreement shall be construed as affecting any right or privilege of any Other Users authorized, by contract or otherwise prior to execution of this Agreement, to use Joint Use Pole.

13.2. Any use of Joint Use Pole by any Other Users authorized subsequent to Execution of this Agreement, shall be subject to the following conditions:

13.2.1 Other Users' Attachments shall not at any time disrupt or adversely affect Licensee's service;

13.2.2 All make-ready costs for Other Users' Attachments shall be borne by Other Users, unless otherwise agreed by Licensee;

13.2.3. Other Users' rights shall be subordinate to the rights of the Licensee;

13.2.4. Other Users' Attachments shall be placed and maintained in accordance with the provisions of Section 6.1 of this Agreement.

13.3. For the purpose of this Agreement, Other Users' Attachments shall be treated as Owners' Attachments unless otherwise agreed between Owner and Licensee.

13.4. Upon transfer of ownership of Joint Use Pole from Owner to Licensee, any Attachments of Other Users shall become subject to the terms and conditions of Licensee's contract with Other User's and shall be deemed to have been authorized pursuant to said contract.

14. ASSIGNMENT OF RIGHTS

Except as otherwise provided in this Agreement, or as may be required by law, neither Party shall assign or otherwise dispose of any part of this Agreement, any of its rights or interests hereunder, any Joint Use Pole, or any Attachment or right-of-way covered by this Agreement, to any firm, corporation or individual, without the prior written consent of the other Party, provided, however, that nothing contained herein shall prevent or limit the right of either Party to mortgage any or all of its property, rights privileges and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting business of the same general character as that of such Party, or to enter into any merger or consolidation. In case of the foreclosure of such mortgage, or in the event such lease, transfer, merger or consolidation, its rights and obligations under this Agreement shall pass to, and be acquired and assumed by the purchaser on foreclosure, the transferee, lessee, assignee or merging or consolidating company, as the case may be. Any such approved assignment shall be for the benefit of and shall be binding on the assignor, the assignee and all future successors, and shall not relieve the assignor, assignee or future successors of any duties or obligations.

15. WAIVER OF TERMS AND CONDITIONS

The failure of either Party to enforce or insist upon compliance with any of the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of the right to insist upon strict performance of this Agreement.

16. PAYMENT OF TAXES

Each Party shall pay all taxes and assessments lawfully levied on its own property attached to any Joint Use Pole. The taxes and assessments which are levied on a Joint Use Pole shall be paid by Owner, but any tax, fee or charge levied because of Licensee's use of a Joint Use Pole shall be paid by Licensee.

17. BILLS AND PAYMENTS FOR CONSTRUCTION WORK

Upon the completion of construction performed hereunder by either Party, the expense of which is to be borne wholly or in part by the other Party, the Party performing the construction shall present to the other Party, within thirty (30) calendar days after the completion of such construction, an invoice for the amount due, including an itemized statement of the costs. Such other Party shall pay the invoice amount within thirty (30) calendar days after receipt of the invoice.

18. PLACE OF BUSINESS

Whenever in this Agreement notice is provided to be given, application made or statement presented by either Party to the other, delivery thereof shall be to City of Needles, Customer Service Center, 817 Third Street, Needles, California 92363, or to Route 66 Broadband, 1058 E Broadway, Needles, California 92363, as the case may be, or to such other address as either Party may from time to time designate in writing for that purpose.

19. LIABILITY AND DAMAGES

Whenever any liability or damages are incurred by either Party or both of the Parties for injuries to employees, or for injury to the property of either Party, or for injuries to other persons or the property of other persons, arising out of the Joint Use of a Joint Use Pole or due to the proximity of the wires and fixtures attached to a Joint Use Pole, the liability between the Parties for such damages shall be as follows:

- 19.1. Each Party Shall indemnify and hold the other Party harmless from all damages for such injuries to persons or to property caused solely by each Party's own negligence, caused solely by each Party's failure to comply at any time with applicable standards, or caused solely by that Part's own equipment failures.
- 19.2. Each Party shall indemnify and hold the other Party harmless from all damages for injuries to its own employees and for damages to its own property either caused by negligence of both Parties or which cannot be shown to have been caused by the sole negligence of the other Party.
- 19.3. Each Party shall be liable for one-half (1/2) of all damages for injuries to persons other than a Party's own employees, and liable for one-half (1/2) of all injuries to property not belonging to either Party, caused by the negligence of both Parties or which cannot be shown to have been caused by the sole negligence of either Party.
- 19.4. Where, on account of injuries of the character describes in the preceding paragraphs of this Section, either Party shall make payments to injured employees or to their relatives or representatives in conformity with the provisions of the Worker's Compensation Act or any creating a liability in the employer to pay compensation for personal injury to an employee by accident arising out of and in the course of the employment, whether based on negligence on the part of the employer or not, or in conformity with any plan for employee's disability benefits or death benefits now established or hereafter adopted by the Parties, such payments shall be construed to be damages within the terms of the preceding paragraphs and shall be paid by the Parties accordingly.
- 19.5. All claims for damages arising under this Agreement that are asserted against or affect both Parties shall be dealt with by the Parties jointly; provided, however, that in any case where the liability is to be shared and borne equally by the Parties and where the

claimant desires to settle any such claim upon terms acceptable to one of the Parties but not the other, the Party to which said terms are acceptable may, at its election, pay to the other Party one-half (1/2) of the expense which such settlement would involve, and thereupon said other Party shall be bound to protect the Party making such payment from all further liability and expense on account of said claim.

19.6. In the adjustment between the Parties of any claim of damages, the liability of the Parties shall include, in addition to the amounts paid to the claimant, all expenses incurred by the Parties which shall comprise costs, attorney's fees, disbursements and other proper charges and expenditures.

19.7. Nothing contained in this Section shall be deemed to create any right or benefit for any third parties.

20. TERMS OF AGREEMENT

This Agreement and all licenses granted under this Agreement shall remain in effect until terminated by either Party at any time upon one year's prior written notice to the other Party, or until otherwise terminated as provided in this Agreement.

21. DISPUTES

21.1. General – Any controversy or claim (except any claim for damages because of bodily injury including death at any time resulting therefrom, sustained by any person or persons, and except any claim for damages because of damage to or destruction of property) arising out of, or relating to this Agreement or its breach which may arise between License and City, and which is not resolved by the authorized representatives of the parties, shall be noticed in writing by the complaining party as provided in Section 15, SERVICE OF NOTICE. Such controversy or claim shall subsequently be reviewed and discussed between the appropriate officials of the City and the executive officers of Licensee as a condition precedent to any litigation or submittal to any other authority. The initial meeting between representatives of City and Licensee shall take place within 30 days after the dispute arises.

21.2. Fee Disputes – In addition to the requirements of Section 16.1, any controversy or claim regarding the fees and charges established under this Agreement shall be settled by arbitration in Needles, California, in accordance with the rules then in effect of the American Arbitration Association, and judgement upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. Licensee shall continue payment of all fees and charges when due and performance of all obligations under this Agreement, during any such period of controversy or claim.

21.3. Expenses – The prevailing party in any controversy or claim between City and Licensee shall be entitled to recover from the other party, in addition to any other recovery awarded, any reasonable attorney's fees, litigation expenses, and/or arbitration expenses incurred by such prevailing party in connection with or incident to the

controversy or claim. However, if City brings an action for declaratory relief to resolve a dispute involving Licensee, City shall be entitled to recover its attorney's fees and litigation expenses.

22. INSURANCE

The Parties shall provide and maintain the insurance coverage and shall comply with the insurance requirements set forth in Appendix A, INSURANCE.

23. GOVERNING LAW AND VENUE

This Agreement shall be interpreted in accordance with the substantive and procedural laws of the State of California. Any action at law or judicial proceeding shall be instituted only in the state or federal courts of the State of California.

24. SEVERABILITY

Should any provision of this Agreement be determined to be unenforceable or illegal, then said provisions shall be severed from this Agreement and the remainder shall remain in full force and effect.

25. EXECUTION AND EFFECTIVE DATE

Each Party to this Agreement hereby represents and warrants that, (i) it has full authority to enter into this Agreement and to perform all responsibilities and obligations thereunder and that all necessary actions, if any, to authorize the execution, delivery and performance of this Agreement have been taken, (ii) the person executing this Agreement on its behalf has been duly authorized to execute this Agreement, and (iii) this Agreement constitutes legal, valid and binding obligations of such Party effective of the ____ day of _____, 2025.

City of Needles, California

BY: _____

TITLE: _____

DATE: _____

Route 66 Broadband

BY: Timothy P. Terrell

TITLE: CEO

DATE: 10/6/2025

ATTEST:

City Clerk

Approved As To Form:

City Attorney

APPENDIX A

INSURANCE

**MASTER AGREEMENT
FOR THE JOINT USE OF POLES
BETWEEN
CITY OF NEEDLES, CALIFORNIA**

**AND
ROUTE 66 BROADBAND**

1. Licensee shall provide and maintain, during the term and until all obligations under this Master License Agreement are satisfied, with forms and insurers acceptable to City, the following insurance coverages:
 - 1.1. Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of its employees engaged in the performance of the work, and Employer's Liability insurance with a minimum limit of ONE MILLION DOLLARS (\$1,000,000).
 - 1.2. Commercial General Liability insurance to cover with a minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000) each occurrence. The policy shall include coverage for bodily injury, broad form property damage liability (including Completed Operations), personal injury liability (including coverage for contractual and employee acts), blanket contractual, and products. Said policy shall contain a severability of interest provision. The product and completed operation coverage shall extend for two years past the termination of the Agreement.
 - 1.3. Comprehensive Automobile Liability insurance with a combined single limit for Bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence with respect to Licensee's vehicles whether owned, hired, or non-owned, assigned to or used in connection with this Agreement.
 - 1.4. If applicable, Aircraft Public Liability insurance covering fixed wing and rotorcraft Aircraft whether owned, hired or non-owned with a combined single limit for bodily injury and property damage of not less than TWO MILLION DOLLARS (\$2,000,000), including passenger liability coverage.

2. The policies required by Section 1.2, 1.3 and 1.4 herein shall be endorsed to include City, its officials and employees as additional insureds and shall stipulate that the insurance afforded for City, its officials and employees shall be primary insurance and that any insurance carried by the City, its officials or employees shall be excess and not contributory insurance.
3. Licensee and its insurers providing the required coverage shall waive all rights to recovery against City and their officials, employees, and agents.
4. Prior to the issuance of any License under this Agreement, Licensee shall furnish City with Certificated of Insurance as evidence that policies providing the required coverage, conditions, and limits are in full force and effect. The certificates shall identify the Agreement and provide that not less than thirty (30) day's advance notice of cancellation, termination or alteration shall be sent directly to City addressed as follows:

City Manager / Utilities Manager
City of Needles
817 Third Street
Needles, CA 92363

5. City reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements
6. City shall not, however, be obligated to review any of the Licensee's certificates of insurance, insurance policies, and/or endorsements or to advise Licensee of any deficiencies in such documents, and any receipt of copies or review by City of such documents shall not relieve Licensee from or be deemed a waiver of City's right to insist on strict fulfillments of Licensee's obligations under this Appendix A.
7. The stipulation of insurance coverage in this Appendix A shall not be construed to limit or waive any liabilities or other obligations of Licensee to City, or any other Parties, in connection with this agreement.

(END OF APPENDIX A)

City of Needles

EXHIBIT B

[illegible]

EXHIBIT 1
City of Needles
APPLICATION FOR POLE LICENSE

To: City of Needles
817 Third Street
Needles, CA 92363
Attn: Joint Pole Dept.

Application Number (NDS-JU-_____) _____
Date: _____ 20____

Application is hereby made for a License to install, maintain and operate Communication Facilities upon City Utility Poles in the City of Needles, California on specified on attached drawing(s) and in accordance with the License Agreement. Authorization is hereby granted for performance of field survey work and estimating of the Make-Ready Work, if any.

Licensee _____
Company

By _____
Signature

Title _____

Nearest Cross Street, (if app) _____	;SEC _____	;T _____	;R _____	POLE # _____	NUMBER OF POLES
	;SEC _____	;T _____	;R _____	POLE # _____	Total Modified Poles _____
Address (if app) _____	;SEC _____	;T _____	;R _____	POLE # _____	Total Poles Terminated _____
	;SEC _____	;T _____	;R _____	POLE # _____	GRAND TOTAL _____

ESTIMATED COSTS FOR ATTACHMENT REQUEST

Field Survey and Estimating	\$ _____
Rearrangements and/or Replacement	\$ _____
Make-Ready Estimate	\$ _____
Initial Attachment Fee	\$ _____
TOTAL	\$ _____

A license is hereby granted for the attachment of Communication Facilities to the City Utility Poles specified on the attached drawing(s) effective _____ 20____. This License is conditioned upon receipt of License's authorization for any payment of the estimated charges for Make-Ready Work, if any, and the initial Agreement Fee, per the attached invoice. City shall not perform any Make-Ready Work required by Licensee on poles owned by other entities. Payment to the City for such Make-Ready Work vests no rights in License with respect to use of such poles.

Date: _____

By: _____
Signature

Title: _____

Authorization is hereby granted of performance of the necessary Make-Ready Work and payment of the estimated charges and initial Agreement Fee Totaling \$ _____.

Date: _____

Licensee: _____
Signature

Title: _____

EXHIBIT 2

**City of Needles
NOTIFICATION OF TERMINATION OR MODIFICATION
OF POLE ATTACHMENT LICENSE BY LICENSEE**

To: City of Needles
817 Third Street
Needles, CA 92363
Attn: Joint Pole Dept.

Application Number (NDS-JU-_____)
Date: _____ 20____

In accordance with the terms of the License Agreement effective _____, 20____, notice is hereby given that the License covering attachments upon certain poles is ☒ TERMINATED ☐ MODIFIED as specified on the attached.

Licensee _____
Company _____
By _____
Signature _____
Title _____

Nearest Cross					<u>NUMBER OF POLES</u>	
Street, if app _____	;SEC _____	;T _____	;R _____	POLE # _____		
	;SEC _____	;T _____	;R _____	POLE # _____	Total Modified Poles _____	
Address if app _____	;SEC _____	;T _____	;R _____	POLE # _____	Total Poles Terminated _____	
	;SEC _____	;T _____	;R _____	POLE # _____	GRAND TOTAL _____	

..... CITY USE BELOW.

City of Needles Verification

Issued Date: _____
Assigned to: _____

Date

Dept: _____

Date equipment removed or terminated on modified poles

EXHIBIT 3

City of Needles MEMORANDUM FOR THE JOINT USE OF POLES

LICENSEE OR JOINT POLE PARTICIPANT RECEIVING NOTIFICATION

City of Needles Cable TV Telephone Other Company Name: _____

See Attached Drawings for Location, Engineering and Construction Specifications

Description, Purpose, Necessity and Remarks: _____

T= Telephone C= Cable N= Needles

T	C	N		T	C	N		T	C	
/	/	/	Wishes to Use _____ Poles	/	/	/	Will Remove _____ Poles	/	/	Top _____ Poles
/	/	/	Will Vacant _____ Poles	/	/	/	Will Sell _____ Poles	/	/	Reframe _____ Poles
/	/	/	Will Install _____ Poles	/	/	/	Will Cancel J.U. _____ Poles	/	/	Review Bonding Reqs
/	/	/	Will Replace _____ Poles	/	/	/	Will Purchase _____ Poles			

BILLING INFORMATION				STANDARD BILLING	SPECIAL BILLING	OTHER BILLING	BILLING ESTIMATE
___	To Bill	_____	For \$ _____	\$ _____	\$ _____	\$ _____	\$ _____
___	To Bill	_____	For \$ _____	\$ _____	\$ _____	\$ _____	\$ _____
___	To Bill	_____	For \$ _____	\$ _____	\$ _____	\$ _____	\$ _____

COMPUTER NOTES	POSTED P-EXHIBIT #s	BILL #s

RESPONSE:

Nearest Cross

Street, if app _____ ;SEC _____ ;T _____ ;R _____ POLE # _____

_____ ;SEC _____ ;T _____ ;R _____ POLE # _____

DATE: _____

Address if app _____ ;SEC _____ ;T _____ ;R _____ POLE # _____

POWER CONDUCTOR VOLTAGE _____

_____ ;SEC _____ ;T _____ ;R _____ POLE # _____

PHASE TO GROUND _____

ORIGINATOR

BY: _____ PHONE: _____

FOR: _____ CO. _____

DATE COMPLETED: _____

JOB NO: _____

SUPERVISOR: _____

Signature

Date

RESPONDENT

BY: _____ PHONE: _____

FOR: _____ CO. _____

DATE COMPLETED: _____

JOB NO: _____

SUPERVISOR: _____

Signature

Date

EXHIBIT 4

City of Needles JOINT USE REQUEST LOCATION MAP

From: _____
To: _____
Date: _____ Request Number _____

Township, Range and Section	Track Name, Number Street, Address	Work Description	Work Required



If Additional Space is Required Attach Separate Drawing Page(s)

Scale _____