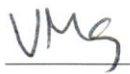
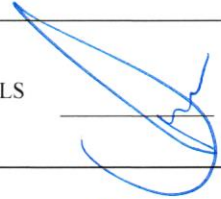


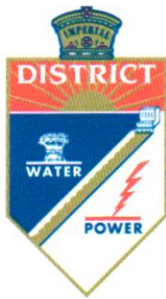


DATE SUBMITTED 02/25/2025
 SUBMITTED BY R. ALEJANDRO ESTRADA
 DATE ACTION REQUIRED 3/5/25

COUNCIL ACTION ()
 PUBLIC HEARING REQUIRED ()
 RESOLUTION ()
 ORDINANCE 1ST READING ()
 ORDINANCE 2ND READING ()
 CITY CLERK'S INITIALS ()

**IMPERIAL CITY COUNCIL
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: 1. APPROVAL OF THE IID POLE ATTACHMENT PROGRAM AGREEMENT BETWEEN THE CITY OF IMPERIAL AND IID.	
DEPARTMENT INVOLVED: DEPARTMENT OF INNOVATION & TECHNOLOGY	
BACKGROUND/SUMMARY: This agreement is essential for ensuring that the City of Imperial can utilize IID's infrastructure to provide telecommunications services while maintaining the safety, reliability, and capacity of the electrical service provided by IID. The City must obtain IID's approval before making any attachments and submit necessary documentation. IID can deny applications for reasons such as insufficient pole capacity or safety concerns. This agreement serves to formalize the relationship between IID and the City of Imperial, ensuring both parties' interests and responsibilities are clearly defined and adhered to.	
FISCAL IMPACT: Fiscal Impact 263.52 (Six - 2ft attachments) Please see Exhibit D on agreement.	FINANCE INITIALS 
STAFF RECOMMENDATION: It is staffs recommendation to approve agreement	DEPT. INITIALS 
MANAGER'S RECOMMENDATION: 	CITY MANAGER'S INITIALS 
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED () REJECTED () DISAPPROVED () DEFERRED () REFERRED TO:



IID

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January 27, 2025

Dennis H. Morita
City of Imperial
420 South Imperial Avenue
Imperial, CA 92251

Dear Mr. Morita:

Re: Notice of Approval and Execution of Pole Attachment Program Agreement

This letter serves to formally notify you that, as previously communicated, a public meeting of the Imperial Irrigation District Board of Directors was held to discuss the updated fees and the new agreement pertaining to the Pole Attachment Program on November 5, 2024, the Board of Directors approved the revised fees and the corresponding agreement.

As you are aware, the current Pole Attachment Agreement has long expired. Enclosed is the new agreement for your review and signature. Kindly return the fully executed agreement at your earliest convenience.

Should you have any questions or require further clarification regarding the terms of the agreement, please do not hesitate to contact Claudia Duarte at cmduarte@iid.com or at (760) 339-9761.

We appreciate your prompt attention to this matter and look forward to receiving the signed agreement.

Respectfully submitted,

Paul Rodriguez
Deputy Manager, Power Operations & Resources

POLE ATTACHMENT AGREEMENT

This Pole Attachment Agreement (“Agreement”) is made by and between the **IMPERIAL IRRIGATION DISTRICT** (referred to herein alternatively as “Permitter”, “IID”, and “District”) and **CITY OF IMPERIAL** (“Permittee”), who agree as follows:

1. **SERVICE AREA:** Permitter hereby gives Permittee permission, on the terms and conditions set forth in this Agreement, to install, maintain, and use certain cable and telecommunications Equipment (as hereafter defined) on poles Permitter heretofore or hereafter installed or acquired in the area served by Permitter with electrical service (“Poles”). Under this Agreement, Poles do not include non-distribution poles (except that street light poles shall be considered poles for wireless Attachment only) that distribute or transmit electricity. “Equipment” includes, without limitation, communication cables, cathodic protection appurtenances, messenger and guy cables, risers, antennas, one or more sets of transmitter/receivers/transceivers, digital signal processors, control electronics, GPS receivers, sheltering, and such other Equipment and appliances related to wired and wireless cable and telecommunications services as Permitter may allow to be attached to Poles under this Agreement.

2. **DEFINITIONS:** For the purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein unless more defined explicitly within a section of this Agreement. Words not defined shall be given their common and ordinary meaning.

- 2.1 “Attachment” means Equipment that is directly connected to a pole and shall not include pedestals, risers, or bonds.
- 2.2 “Distribution Pole(s)” means any District Pole or Poles of 33kV or less to which Permittee’s Equipment may be attached.
- 2.3 “District” means Imperial Irrigation District, an irrigation district organized and existing under the California Water Code.
- 2.4 “Equipment” means Permittee’s communication-type conductive cables, wires, appliance, splice enclosures, conductive messenger-carrier cable, guy wires, anchors, and other Equipment and appurtenances attached to or installed upon or adjacent to Pole(s) pursuant to this License, unless a limitation is otherwise stated below.
- 2.5 “Facilities” means District poles, cables, wires, appliances, guy wires, anchors, and other Equipment affected by Equipment installed, operated, and maintained pursuant to this License.
- 2.6 “License” or Agreement means this license agreement between **Imperial Irrigation District** and **City of Imperial**.

2.7 "Permittee" means **City of Imperial**.

2.8 "Parties" means District and Permittee.

2.9 "Party" means District or Permittee.

2.10 "Transmission Pole(s)" means District pole or poles containing a circuit of 92 kV to which Third Party's Equipment may be attached.

2.11 "Attacher" means Permittee(s).

3. **ASSIGNMENT:** This permission is personal to Permittee and shall not be assigned in whole or in part without the prior written consent of IID, which shall not be unreasonably withheld. Permittee agrees that it will give IID thirty (30) days written notice of any change in its name, any transfer of all or a portion of its system, any transfer of substantially all of its assets (whether voluntarily or involuntarily), and any major change in its form of doing business, including but not limited to incorporation, dissolution, merger, reorganization, and bankruptcy proceedings. Notwithstanding the foregoing, Permittee may freely assign its rights and responsibilities under this Agreement to a corporate parent, subsidiary, or commonly-owned affiliate upon written notice to Permitter.

4. **APPLICATION:**

4.1 Except with respect to service drops, Permittee shall not make any Attachment to a Pole without first securing Permitter's written approval on the IID MakeReady Application in the form attached hereto and marked Exhibit "A" ("MakeReady Application"). Additionally, Permittee shall submit a strand map detailing the pole locations and sequence of the proposed route for the Attachments in digital format, CAD, or GIS. For loading analysis purposes, Permittee shall submit to Permitter the size, type and installation tensions of messenger or self-supporting cable and the completed bundle effective diameter and weight per foot. If the MakeReady Application is approved, Permitter will issue a Contact Permit in the form attached hereto and marked Exhibit "B" ("Contact Permit"). Permittee shall commence Attachment of Equipment within one (1) year of the date specified in the Contact Permit. Failure to commence attachment within the one (1) year requirement shall make the approval void.

4.2 Permitter may deny an application for reasons, including but not limited to insufficient Pole capacity, safety, reliability, or engineering concerns. In determining whether to deny or approve an application, Permitter may also consider how Permittee's attachments could impact the reserved capacity required by Permitter of Poles or support structures for delivery of its core utility service.

4.3 Upon Permitter's written consent to approve an attachment, Permittee shall install, maintain, inspect, and use Equipment on the Poles specified in the Contact Permit on the terms and conditions therein stated as well as on the terms and conditions specified in this Agreement, which shall be considered a part of each and every Contact Permit irrespective of whether this Agreement is referred to in the Contact Permit, provided; however, that before commencing the installation Permittee shall notify Permitter of the specific time it proposes to do the Work sufficiently in advance so Permitter may arrange to have its representative present when the Attachment is performed.

4.4 The deadlines set forth in Exhibit "F" shall apply.

4.5 The Exhibits referenced within this Agreement, including the Permitter's estimated unit cost, may be updated or revised as to format and content or converted to an electronic online application in the future by the Permitter upon a sixty (60) day notice to the Permittee, in a manner not inconsistent with the CPUC Decision 98-10-058, dated October 22, 1998. The Permittee shall use the latest version of the Exhibits provided by the Permitter to meet the requirements of this Agreement.

5. **ADDITIONAL EQUIPMENT:** Permittee shall not have the right to place, nor shall it place any additional Equipment upon any Pole without first making a written application for and receiving written permission to do so, all as prescribed in paragraph numbered four (4) hereof; nor shall Permittee change the position of any Equipment attached to any Pole without Permitter's written approval. Notwithstanding the foregoing, after Permittee places its Attachments on a Pole pursuant to this Agreement, Permittee shall not be required to submit a MakeReady Application to replace its Attachment on the subject pole so long as the replacement Attachment does not affect the Loading on the subject pole and the replacement Attachment is located in the space approved by the initial MakeReady Application.

6. **GROUND WIRE CONTACTS:** The Permittee shall not have the right to attach, maintain, use, repair, renew, operate on, or remove protective grounding connections from secondary or common neutral vertical grounding conductors at the attachment level of Permitter's facilities and Equipment. Permittee shall establish its own independent grounding system per General Order 95, Rule 92.3.

7. **ATTACHMENTS:** The Permittee's facilities must be attached directly to the pole surface or attached using metallic or fiberglass offset brackets. Offset brackets (AKA Cross Arm, Buck Arm) should only provide the required horizontal clearance to buildings, signs, trees, and similar facilities or reduce the change in direction (angle) of the Permittee's facilities. Offset brackets should not be used to avoid required vertical clearances. Attachments to metal distribution poles must be clamped or banded to the poles with stainless steel straps. The drilling of holes in a metal pole for a bolt attachment is prohibited except in extreme

cases where expressly authorized by Permitter. All attachments to metal poles require prior approval of Permitter's engineering personnel or Permitter's designee. The use of wood arms for any of Permittee's attachments is not permitted for new installations. The Permittee shall install and maintain tags on the Equipment at each Attachment; these tags shall comply with G.O. 95 Rule 91.5. Cables shall be tagged at the time of installation. The attaching Permittee should make tagging an ongoing effort and work toward complete tagging of all existing cables not previously tagged.

8. **CONDITION, LAWS, AND REGULATIONS:** Permittee shall, at its own risk and expense, place, inspect, and maintain its Equipment on the Poles (1) in a safe condition and in thorough repair; (2) in a manner suitable to Permitter so as not to interfere with the climbing and working space of the pole by Permitter or others using said pole or with the climbing and working space of facilities of Permitter or others on the pole; and (3) Permittees must submit MakeReady design and construction schematics which must comply with the minimum construction requirements set forth in the California Public Utility Commission (CPUC) General Orders (G.O.) 95 which governs overhead construction. The General Orders are available through the CPUC website. (4) and in the event of future amendments to section 253 of the Federal Telecommunications Act of 1996 (47 U.S.C. 253), sections 7901 and 7901.1 of the California Public Utilities Code, section 50030 of the California Government Code, and other applicable federal or state law or administrative regulations (hereinafter "Applicable Law"), or interpretations of Applicable Law by a court of competent jurisdiction which are not subject to further appeal (collectively referred to as "Change of Law") provide or determine that the District is required to impose additional requirements upon Permittee in connection with the attachments authorized by this Agreement including, without limitation, additional fee requirements, then in that event Permitter shall have the right to impose such requirements or charge Permittee additional fees consistent with such change in Applicable Law.

9. **REARRANGEMENT OF FACILITIES:** If in the sole reasonable judgment of Permitter, the accommodation of any of Permittee's Equipment necessitates rearrangement of existing facilities on the Pole, the replacement of any part or parts or any other work of whatsoever kind or nature on the Pole, including without limitation installation work ("Work"), Permitter shall issue to Permittee a "Request for Work" which shall include the estimated cost thereof. If Permittee desires to continue use of the Pole, Permittee shall so indicate on the Request for Work and return it to Permitter. Upon receipt, either Permitter or Permittee (in Permitter's sole reasonable discretion) will make such replacement and perform such other Work, and Permitter or Permittee will make and will request other permittees, if any, of said existing facilities to make such arrangements or transfers of said existing facilities, as may be required, all at the sole expense of Permittee. If Permitter performs the work, Permittee, on receipt of an invoice, will pay to Permitter and such other permittees their charges for making replacements, rearrangements, installations, and transfers and performing other reasonably necessary work. Permitter shall not be responsible to Permittee for any loss sustained by the failure of any other party to make such arrangements or transfers. Any new user, other than Permitter and current users of Permitter's

facilities will be required to reimburse Permittee for MakeReady costs that are created by permitting the new user access to facilities upon which Permittee has made attachments.

10. POLE REPLACEMENT / REARRANGEMENT / ABANDONMENT: If, in Permitter's sole reasonable judgment, Permittee's existing Equipment on a Pole interferes with or prevents the placing of any additional facilities thereon required by Permitter for its purposes, other than to provide a competitive communications service or by any joint owners' facilities on the Pole, and if said facilities could be placed on the Pole by removing Permittee's Equipment therefrom, or by rearranging the existing facilities (excluding rearrangement of Permittee's Equipment above) thereon, Permitter may notify Permittee of the rearrangements of existing facilities or replacement and transfers of existing facilities required in order to continue the accommodation of Permittee's Equipment, together with an estimate of the cost of making any such changes; and, if Permittee desires to continue to maintain its Equipment on the Pole or replace the Pole, and so notifies Permitter, Permitter will make such Pole replacement, if required, and Permitter will make, and will request other joint owners, if any, of said existing facilities to make such rearrangements or transfer of said existing facilities, all at the sole expense of Permittee, and Permittee, upon receipt of an invoice, will reimburse Permitter and such other joint owner(s) for the entire expense thereby incurred. Permitter shall not be responsible to Permittee for any loss sustained by Permittee for any reason or the failure of any such other joint owner to make such rearrangements or transfers. If Permittee does not notify Permitter, Permittee shall remove Permittee's Equipment from the Pole within thirty (30) days from notification from Permitter. During any transfer of facilities between or among Poles, Permittee will continue to be responsible for the payment of attachment fees.

If Permitter notifies Permittee of its intent to abandon a Pole in writing, Permittee shall have ninety (90) days to remove its facilities. If, after the passage of ninety (90) days from written notice, Permittee's attachments have not been removed, Permittee shall be deemed to have accepted ownership of such Pole and agrees to indemnify and hold and harmless the District in connection with Permittee's continued use and sole ownership of such Pole against any claim, demand, loss or damages.

11. ERECTION OF POLE FACILITIES: If Permittee should require Equipment in a location upon any public thoroughfare or other public or private property, and Permitter does not have Poles so located as to fulfill Permittee's requirements, Permittee shall make reasonable efforts, giving consideration to the cost and impact on timely service to Permittee's customers, to notify Permitter in advance of its need for such Poles in order that Permitter may determine whether it agrees to place Poles in that location. If Permitter agrees to erect Poles in such a location adequate to care for the service requirements of Permittee, it shall so notify Permittee and thereupon Permittee shall make an application under this Agreement for permission to place its Equipment thereon. Upon receipt of said application and payment, Permitter shall proceed to erect said Poles. If Permitter does not agree to

install additional pole it is the Permittee's responsibility to install the pole to accommodate its equipment at Permittee's cost. Permittee shall be deemed the owner of the pole.

12. POLE OWNERSHIP: Except in those circumstances where Permittee installs its own pole to provide its own service needs as referenced in Section 11 above, then no use, however extended, of any said Poles under this Agreement shall create or vest in Permittee any ownership rights therein. This Agreement does not impose any obligation on Permitter to grant Permittee access to specific Poles. In the construction and maintenance of any of its contacts and other Work contemplated herein, Permittee agrees to conform to the requirements of the latest edition of the National Electrical Safety Code (NESC), General Orders No. 95 and 128 of the Public Utilities Commission of the State of California and any supplements thereto and revisions thereof. Notwithstanding the foregoing, Permittee shall not be required to retroactively comply with changes to the NESC or General Orders No. 95 and 128 unless explicitly required.

13. ADDITIONAL ANCHORS:

13.1 In those cases where additional anchorage is necessary due to Equipment placed by Permittee, Permitter may elect to place, own, and maintain such anchors as are required to hold the strains of Permittee's Equipment upon said Poles, and Permittee upon receipt of an invoice will reimburse Permitter for all reasonable expenses thereby incurred. If Permitter elects not to place such anchors, Permittee shall, at its own sole risk and expense, place such anchors. The anchor ownership shall immediately vest in Permittee.

13.2 In general, in those cases where the anchorage requirements of Permittee and Permitter are coincident, the strains of Permittee's Equipment and Permitter's facilities on the Poles shall be held by the same anchors; however, in individual cases when in Permitter's sole reasonable judgment such procedure is desirable, Permittee, at its own sole expense, shall provide, maintain, and repair if needed separate anchors to hold the strains of its Equipment upon the Poles and the ownership of such anchors shall vest in Permittee.

13.3 The Permittee's facility must not alter the vertical position of poles or change the sag characteristics of Permitter's conductors. Permittee's proposed Attachment should be installed with the proper tension so that its final sag meets clearance requirements in relation to Permitter's and Permittee's facilities to meet GO 95, National Electrical Safety Code (NESC) and 128 of the Public Utilities Commissions of the State of California. Permittee's cable facilities must make provision to install another anchor rod at least six (6) feet from the Permittee's anchor rod. The spacing (center-to-center) between adjacent guying attachments or between adjacent Permittee facilities and guying attachments should not be less than six (6) inches.

13.4 In those cases where any existing anchors owned by Permittee are, in the sole reasonable judgment of Permittee, inadequate to hold Permittee's strains and separate anchors are not desired or if said anchors being used by Permittee should be, in the sole reasonable judgment of Permittee, inadequate to hold additional strains of Permittee resulting from the placing of additional facilities on said Poles and said anchors would have been adequate to hold the additional strains if Permittee's strains were removed therefrom, Permittee shall cause the existing anchors to be replaced with adequate anchors at the sole risk and expense of Permittee, and Permittee, upon receipt of an invoice, will reimburse Permittee for the entire expense thereby incurred. Ownership of such anchors will remain vested in Permittee.

13.5 To the extent additional anchorage or guys result in excess capacity and Permittee desires to use some or all of this excess capacity, Permittee will reimburse Permittee for that portion of the expense incurred in placing the additional anchorage or guy, which are paid for by Permittee, result in excess capacity being used by Permittee.

14. **GUYING:** Permittee will provide, maintain, and repair, if needed, separate guying to hold the strain of its Equipment upon the Poles. In no instance will joint guying be permitted.

15. **RIGHT OF WAY:** Permittee will obtain from public authorities and private owners of real property any and all permits, licenses, or grants necessary for the lawful exercise of the permission granted by this Agreement or any Contract Permit, and Permittee shall submit to Permittee evidence of compliance with the foregoing requirements prior to Permittee granting permission for any installation of Equipment on any pole.

16. **POLE LOADING:** Permittee shall provide all pole loading calculations as required by G.O. 95.

17. **OVERLASHING:** Each overlash must meet both strength and clearance requirement of G.O 95. Permittee cannot overlash additional cables to an already existing cable without first providing notification in advance of such overlash. Overlashing will not be allowed without prior notice to Permittee, which notice shall be provided by submitting proper notification no less than fifteen (15) days prior to the date on which the Overlashing is scheduled to occur. Prior to any overlash being made, a Pole Loading Analysis report must be conducted by the Permittee. Permittee reserves the right to perform a Pole Loading Analysis of each Pole on the proposed overlash route. A MakeReady application must be submitted with an accompanied Overlashing request. The Permittee may incur a Pole Loading Analysis Fee; Exhibit D Rates. Overlashed attachments on the same pole shall not constitute a separate attachment for purposes of determining the Pole Attachment Rental Fee.

18. **NOTICE OF EQUIPMENT REMOVAL:**

18.1 To the extent permitted by law and upon being given at least ninety (90) days written notice by Permittee to do so or in cases of emergency less notice as the circumstances reasonably permit, Permittee shall remove said

Equipment from such Poles as Permitter shall designate in said notice, and, at the expiration of the time specified in said notice, all rights and privileges of Permittee hereunder in and to the Poles designated shall terminate. Any request by Permitter to remove Equipment from Permitter's Poles shall be reasonable and shall not be made in an arbitrary manner. If the Equipment is not removed from the designated Poles within the time specified, Permitter shall have the right to do so at the sole cost of Permittee, which hereby agrees to reimburse Permitter for the actual expense for such removal. If Permitter shall so terminate its permission hereunder as to a portion only of said Poles, it shall have the right at any time or from time to time thereafter to terminate its permission as to any portion or all of the remaining Poles.

18.2 Permittee may remove its Equipment from any Poles hereunder upon giving ten (10) days written notice to Permitter. Said notice shall be given by executing the "Notice of Contact Removal" form attached hereto as Exhibit "C" and sending the executed notice to Permitter. Any of Permittee's Equipment removed by Permittee under this subsection shall remain the sole property of Permittee.

18.3 Abandonment of Equipment, other than service drops (for which there shall be no presumption), shall be conclusively presumed if said Equipment is not used for any period of ninety (90) consecutive days; provided; however, a determination of abandonment shall not include periods of non-use resulting from construction or maintenance activities by Permittee. After the expiration of the said period, Permitter shall have the right to remove and retain possession of said Equipment, provided that at least ten (10) days prior to such removal, Permitter has mailed to Permittee written notice of its intention to remove said Equipment. Upon such removal by Permitter, any and all Permittee's rights in the removed Equipment shall terminate and shall vest absolutely in Permitter.

19. PAYMENTS: For the written consent provided for in paragraph one (1) of this Agreement and for the privilege of placing and maintaining said Equipment on said Poles:

19.1 Permittee shall pay Permitter the cost of all work performed by Permitter pursuant to Requests for Work requested by Permittee, such as, but not limited to surveys, inspections, engineering, rearrangement, installations, and removals. All charges shall be based upon Permitter's regular and customary methods for calculating costs charged to third parties in the amount set forth in the applicable rate fee and charges attached hereto to Exhibit "D". Such costs invoiced to Permittee shall be paid in advance unless otherwise agreed to by Permitter. If Permittee cancels or withdraws a Request for Work or Contact Permit after Permitter has begun work under the

Request for Work or Contact Permit, Permitter shall be reimbursed for the expense of all work performed by Permitter associated with the Request for Work or Contact Permit.

19.2 Permittee shall pay to Permitter in advance, annually, not later than the first quarter of each calendar year, the Pole Attachment fee for each of its Attachments to district Poles, at a rate established by Permitter's board of directors for the then current calendar year (Exhibit "D") incorporated herein by this reference. Notwithstanding anything to the contrary in this Agreement, Permittee shall not be required to pay an annual pole attachment fee for risers, down guys, ground wires, bonds or pedestals, or any other Equipment that does not prevent another attacher from attaching to the Pole at the same vertical location. Annually on or before the 1st of December of each calendar year, the Parties, acting in cooperation, shall, subject to the provisions of this Section, tabulate the total number of Permittee's Attachments in accordance with procedures set forth below. In determining the number of Attachments, it shall be presumed that any affixation on a horizontal cable or cable Pole occupies one foot of space. Where an Attachment occupies more than one foot of space, or where multiple attachments on a Pole are separated by more than one foot, the number of attachments shall be calculated based on the number of feet occupied. For the purpose of computing the total annual rental fee due hereunder, the total fee shall be based upon the number of Attachments billed from the most recent audit performed by IID. As of the Effective Date of this Agreement, the Parties agree that Permittee has 31 Attachments on Permitter's poles.

19.3 The Parties will utilize the results of the most recent audit performed and adjust the attachment accounts annually based on contact permits received.

19.4 Permittee shall pay, on a pro-rata basis and in advance, to Permitter, amounts to be computed as of the 1st of December of each calendar year during the existence of this Agreement in accordance with the following and the Fee Rate attached hereto as Exhibit "D" as Permitter may update such Fee Rate from time to time:

$A \times B =$ Total amount of annual payment.

A= Total number of Attachments as the date of computation.

B= The annual fee set forth for Attachments in the Fee Rate on a per foot of usable space basis.

19.5 The parties acknowledge that the number of Attachments reported each year for billing purposes may not accurately reflect the number of actual Attachments, and therefore, this Agreement contains a periodic true-up/true-down payment in Section 21 to compensate for such. For service drops only – Installations will be allowed without prior approval providing the service drop is an extension of a previously-licensed cable installation, not built in climbing spaces, and is reported to Permitter at the time of installation, unless otherwise agreed. The

location of new service drop contacts must be reported on a copy of Permitter's Attachment Application, and accompanied by a completed Make Ready Data Sheet.

20 Physical Inventory: At least once every five (5) years IID shall conduct an inventory or audit of all Pole Attachments of all entities having permitted rights to such including Permittee. All such entities having permitted rights to Pole Attachments shall share the cost of such inventory or audit based upon the percentage of Pole Attachments made by each such entity including Permittee.

20.1 Upon completion of such inventory or audit, IID shall provide the results of such inventory or audit to each entity including Permittee. Permittee shall have thirty (30) days to review the results of such inventory or audit and deliver to IID any evidence, supported by documentation, that supports findings that differ from those of the inventory or audit. IID shall then have thirty (30) days to review the evidence delivered by Permittee and, if in agreement with Permittee's evidence, adjust the findings of the inventory or audit accordingly. If IID disagrees with the evidence provided by Permittee, IID shall so notify Permittee. Should Permittee then determine to challenge IID's decision regarding the results of the inventory or audit, Permittee's sole remedy shall be through binding arbitration consistent with industry rules. Such demand for binding arbitration must be filed by Permittee with thirty (30) days after receiving notice from IID of IID's decision regarding such dispute. Each party to such arbitration shall bear its own costs and fees.

20.2 To the extent that the inventory or audit includes an evaluation of the safety or quality of Poles or Attachments, or collection of other data or information requested by Permittee, Permittee shall pay any resulting increased cost of the inventory or audit.

21 True Up/True Down: Following each physical inventory, the parties will calculate any true up/true down payment for the period between the just-completed inventory and the immediately prior inventory. For each year between said inventories, the parties will, calculate a "Reconciliation Subtotal," which shall be the amount actually billed and paid by the Permittee subtracted from the amount that would have been billed to the Permittee if the change in the number of Attachments had occurred evenly over the time between inventories. The sum of the Reconciliation Subtotals shall be the "Reconciliation Amount." The Reconciliation Amount shall be paid to either IID or the Permittee as determined.

Unless otherwise mutually agreed to by the parties, payment of the Reconciliation Amount shall be separate from the annual rental fee. Upon Agreement by the Parties regarding the actual physical inventory results, the new physical inventory will be used for the 1st of January of the following year.

If the Equipment draws energy from Permitter, Permittee will also be required to pay the regular rate and any charges applicable to the consumption of such energy at the small commercial rate.

The above rates shall apply to all existing uses and Attachments of Permittee as well as all future uses and Attachments. Permitter may update the Fee Schedule from time to time to reflect its annual costs of ownership in accordance with California Public Utilities Code §§ 9510 *et seq.* The updated Fee Schedule shall apply to all uses and Attachments under this Agreement as of the effective date of the updated Fee Schedule.

22 BILLING OF ANNUAL ATTACHMENT FEE: Permittee shall pay Permitter for Attachments within thirty (30) days of receipt of invoice for such Attachments. Nonpayment of any such amount when due shall constitute a default of this Agreement.

23 UNAUTHORIZED CONTACTS; AUDIT: Permittee acknowledges that Attachments made without first obtaining Permitter's written consent thereto where required by this Agreement (hereinafter called "Unauthorized Attachments") are prohibited. Permittee agrees that it will apply to Permitter for permission to maintain each and every "Unauthorized Attachment" and will pay retroactive Pole Attachment fees for such of three (3) years rent. The rental rate for determining the retroactive fee shall be the regular rental rate applicable to each year of the three (3) year period. Permitter may, in its sole discretion and at its expense, conduct audits from time to time to verify the accuracy in the number and type of Pole Attachments.

24 DAMAGE TO FACILITIES: Permittee shall exercise all due care to avoid causing damage to the facilities of Permitter, other permittees, and joint owners supported by the Poles, and Permittee shall assume all responsibility for any and all loss from such damage. Permittee shall make an immediate report of the occurrence of any such damage to the owner of the damaged facilities and shall, upon receipt of an invoice, reimburse said owner for the entire expense.

25 EMERGENCY CONDITIONS: Permittee shall ensure the availability of personnel on a 24-hour basis for response to emergency situations. Upon notification by Permitter, these personnel shall respond in a timely and expeditious fashion and shall be prepared and qualified to make any repairs to Permittee's Equipment necessitated by the emergency.

26 EQUIPMENT INSPECTION: Permitter shall have the right, but not the obligation, to inspect each new installation of Permittee's Equipment on and in the vicinity of Poles within thirty (30) days of installation and to make periodic inspections at reasonable intervals during the term hereof and to require maintenance work by Permittee as necessary to maintain compliance with the latest edition of the National Electrical Safety Code (NESC) see note 1, General Order 95 and 128. Permittee shall pay to Permitter upon receipt of an invoice Permitter's expense for making inspections of new installations. Permitter shall bear the cost of periodic inspections it performs. If in the course of such inspection IID identifies an issue with Permittee's Attachment which could pose a health and safety hazard or is out of compliance with requisite standards, or which is in violation of

this Agreement, then IID shall notify Permittee of such issue. In the event Permittee fails or refuses to address such issue within ninety (90) days after being notified, or less in a case of an emergency, then IID may perform the work and charge Permittee for the cost thereof. Notwithstanding the foregoing, Permittee shall not be required to retroactively comply with changes to the NESC or General Orders No. 95 and 128 unless explicitly required by the same.

27 INDEMNIFICATION: The Parties shall defend, indemnify and hold harmless each other and the other's directors, officers, agents, and employees against all claims, loss, damage, expense, and liability arising out of the Indemnifying Party's performance of this contract and caused by the negligence or misconduct, whether active or passive, of the Indemnifying Party, its agents and employees, and excepting only such loss, damage or liability as may be caused by the negligence or misconduct of the Indemnified Party.

28 INSURANCE: Without limiting any of the other obligations or liabilities of Permittee, Permittee shall secure and maintain, at its own cost and expense throughout the duration of this contract, insurance coverage in accordance with requirements established in the Insurance Requirements Form, which is attached and included as Exhibit "E" to this Agreement and by this reference is made a part hereof. Notwithstanding the foregoing, Permittee shall have the right to self-insure the coverages required herein under terms satisfactory to IID.

29 SUSPENSION OF WORK: Permitter shall have the right to require Permittee to suspend immediately any work being performed or to be performed by Permittee hereunder whenever, in Permitter's sole reasonable opinion, such Work is being performed or is to be performed in a manner contrary to any of the provisions of this Agreement in an unsafe manner or in any manner which might cause injury to persons or damage to property. Permittee shall not resume any such work until Permitter has given Permittee approval to do so.

30 REMOVAL OF EQUIPMENT BY DEFAULT: If Permittee should fail to remove any of its Equipment from any Pole when required within the time allowed for such removal under the terms of this agreement or should default in the performance of any other work which it is obligated to do under this Agreement, Permitter may elect to do such Work at Permittee's sole risk and expense upon advance notice and thirty (30) days' notice to cure, and Permittee, upon receipt of an invoice, shall reimburse Permitter for the entire expense thereby incurred.

31 DEFAULT TERMINATION: Upon any material default of Permittee, Permitter shall have the right to terminate this Agreement upon thirty (30) days' notice, provided Permittee does not cure the material default within said thirty (30) day period.

32 PAST DUE PAYMENTS: Any amount to be paid by Permittee to IID that is not paid within ten (10) days after written notice when due shall bear interest at the rate of one (1) percent per month on the unpaid balance until paid and if not paid

within thirty (30) days following written notice such will constitute a material default and be made subject to the provisions of Section 29.

33 TERMINATION OF AGREEMENT: Any termination of this Agreement shall not relieve either Permittee or Permitter of any obligation, whether indemnity or otherwise, which has accrued prior to such termination or completion of removal of Permittee's Equipment, whichever is later, or which arises out of an occurrence happening prior thereto.

34 Exhibits: The following exhibits hereto are incorporated herein to this Agreement by this reference:

- 34.1 Exhibit A: IID MakeReady Application
- 34.2 Exhibit B: Notice of Contact (Contact Permit)
- 34.3 Exhibit C: Notice of Contact Removal
- 34.4 Exhibit D: Rates and Charges
- 34.5 Exhibit E: Insurance Requirement Form
- 34.6 Exhibit F: Deadlines

The information contained in any such Exhibits may be added to, changed, or amended from time to time on the same terms and conditions as reflected in the Agreement subject to the mutual Agreement in writing by Permittee's designated representative and, in the case of the Permitter, the General Manager.

35 AMENDMENTS: This Agreement may be amended as required; however, no such amendment shall become effective unless and until the amendment has been agreed to in writing by the parties hereto.

36 NOTICE: Wherever in this Agreement notice is provided or required to be given by either Party hereto to the other, such notice shall be in writing and transmitted by United States mail or by personal delivery to:

Permitter at: Imperial Irrigation District
ATTN: Geoffrey P. Holbrook
P.O. Box 937
Imperial, CA 92251

Permittee at: City of Imperial
ATTN: Dennis H. Morita
420 S. Imperial Ave.
Imperial, CA 92251

With a copy of the default notice to:

— — — — —
— — — — —
— — — — —

37 **TERM:** The Agreement shall have an initial term of five (5) years and shall automatically renew on a yearly basis thereafter. Either Party may terminate the Agreement at any time after the expiration of the initial five-year term upon one hundred eighty (180) days prior written notice.

PERMITTER:

PERMITTEE:

IMPERIAL IRRIGATION DISTRICT

Print Name: _____ Print Name: _____

Sign: _____ Sign: _____

Date: _____ Date: _____

Exhibit A
IID MAKEREADY APPLICATION

IID/Energy Dept. Records

Application # _____

To IID:

In accordance with the terms of the Agreement, dated _____, covering the use of IID poles located at _____ County of _____, State of California, we hereby request permission to place and maintain certain Equipment on _____ poles and _____ anchors, as more particularly described and delineated on the attached drawings. In accordance with the prevailing Pole Attachment Agreement, all permits, licenses or grants have been obtained for the attachments covered by this permit.

Permittee:

Signed: _____

Title: _____

Address: _____

Dated: _____

Date of Attachment: _____

To Permittee:

Permission is hereby granted by IID to the Permittee to place the above-described Equipment on the above identified poles, subject to the following:

1. The terms and conditions of the above-mentioned Agreement.
2. Administrative and inspection costs in the amount of: \$ _____.
3. Permittee makes changes or rearrangements at sole risk and expense.

Installation of said Equipment on said poles shall be complete within one (1) year from the date of our Authorization to Install/Rebuild Facilities. Permission hereby granted may be revoked if the Work has not been completed within the one (1) year period.

To Permittee:

You are hereby authorized to make the above-mentioned changes and rearrangements on the above-identified poles, if any, at your expense upon receipt of payment for above charges. Please submit payment with copy of this application to address below.

Imperial Irrigation District

Approved by: _____

Title: _____

Date: _____

Exhibit B

NOTICE OF CONTACT (CONTACT PERMIT)

FROM: IID ATTN: Geoffrey P. Holbrook P.O. BOX 937 IMPERIAL, CA 92251	NUMBER: DATE:
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Under and pursuant to the Agreement between the Imperial Irrigation District and _____
dated _____, permission is hereby given for facility contact to IID poles and/or anchors as listed
below:

NO. OF POLES	RATE	TOTAL	TO:
NO. OF ANCHORS	RATE	TOTAL	

DATE OF CONTACT:

POLE(S):

ANCHOR(S):

MAP NO: _____

ORDER NO: _____

FORMAL NOTICE MAILED:

BY: _____

DATE: _____

Exhibit C

NOTICE OF CONTACT REMOVAL

FROM: IID ATTN: Geoffrey P. Holbrook P.O. BOX 937 IMPERIAL, CA 92251	NUMBER: <hr/> DATE:
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Under and pursuant to the Agreement between the Imperial Irrigation District and _____, dated _____, formal notice is hereby given for facilities removal/abandonment, as listed below:

NO. OF POLES	RATE	TOTAL	TO:
NO. OF ANCHORS	RATE	TOTAL	

DATE OF REMOVAL:

POLE(S):

ANCHOR(S):

MAP NO. _____

ORDER NO: _____

FORMAL NOTICE MAILED:

BY: _____

DATE: _____

Exhibit D

Pole Attachment Rates and Charges

Pole Attachment
(added [11/05/2024], Resolution [No. 35-2024])

Description	Amount	Unit/Time
Attachment of Equipment to utility poles	\$21.96	Per foot of Attachment per pole per year
Processing Fee	\$55.93	Per pole per application
Unauthorized Attachment	\$300	A flat rate will be issued as a penalty
Pole Loading Analysis (wood poles)	\$380	Pole Load Analysis by IID Engineering
Field Inspection Fee	\$100.77	Actual cost of IID Field Inspection
Map per Copy	\$5	
Mapping Hourly Rate	\$120.00	Actual cost GIS Analyst

Exhibit E
Insurance Requirements Form

TYPES OF COVERAGE		MINIMUM COVERAGE LIMITS	
Commercial General Liability (CGL)		Occurrence	Aggregate
Un-Modified ISO for CG001 10 93, or other acceptable to IID. Additional Insured Endorsement – including ongoing and products/completed operations Coverage Limits shall be endorsed to be dedicated to liability arising under this agreement. Delete Railroad Exclusionary Language Including Contractual Liability.	Bodily Injury, Property Damage, Contractual Liability	\$5M	\$5M
Business Automobile Liability (BAL)		Individual	Accident
Covering claims arising from ownership, operation, loading, unloading owned, hired, leased, non-owned, and/or borrowed private passenger and commercial vehicles. Additional Insured (Coverage noted on certificate)	Bodily Injury, Property Damage	\$5M	\$5M
Environmental Impairment Liability (EIL) / Contractor’s Pollution Liability (CPL)		Occurrence	Aggregate
Covering claims arising from handling, abatement, and transport of pollutants including asbestos and lead paint. Additional Insured (Coverage noted on certificate)	Bodily Injury, Property Damage	N/A	N/A
Aircraft Liability (Air)		Per Seat	Occurrence
Covering claims from passengers, IID and other third parties. Additional Insured (Coverage noted on certificate)	Bodily Injury, Property Damage Aircraft Capacity – Pilot Plus Maximum of 3 Passengers Aircraft Capacity – Pilot Plus 4 Passengers or More	N/A	N/A
Professional Errors & Omissions Liability (E&O)		Each Claim	Aggregate
Covering claims arising out of Contractor’s Scope of Services. No subcontractor exclusion or subcontractor(s) must carry equal insurance.	Financial Loss, Personal Injury, Bodily Injury, Property Damage	N/A	N/A

Primary Coverage: Insurance required above shall be primary as respects: IID, its directors, officers, representatives, agents, employees, lessors, and/or any other person or entity for which IID has agreed in writing that its contractors or permittees shall include as an additional insured (collectively hereinafter referred to as the "Parties") and any other insurance effected or procured by any or all of the Parties shall be excess of and shall not contribute with the required insurance.

Additional Insureds Severability of Interests. Waiver of Subrogation: These policies, with the exception of W.C., E.L., and E&O coverages, shall name the Parties as additional insureds as respects work performed pursuant to or incidental to this Agreement (including coverage for ongoing and products/completed operations hazards) except for active negligence of the Parties in public works construction contracts (Cal Ins Code §11580.04). ISO forms C.G. 2010 or C.G. 20 33(ongoing operations) and C.G. 2037 (products/completed operations), or other forms acceptable to IID, shall be used. CGL severability of interests (cross liability), and CGL, BAL, and W.C. waiver of subrogation clauses shall be included. Pursuant to the terms of this Agreement, insurance effected or procured by Permittee shall not reduce or limit Permittee's obligation to indemnify and defend the Parties for claims made or suits brought which result from, or in connection with, the performance of this Agreement.

Products/Completed Operations: The coverages required herein, when written on an occurrence form, shall be maintained during the entire term of the Agreement. Coverages written on a claims-made form, and E&O, EIL coverage shall be maintained during the entire term of the Agreement and further until at least three (3) years following completion and acceptance of all Work under this Agreement. Additional insured endorsements providing products/completed operations coverage shall continue to provide coverage through the expiration of time within which a claim may be filed under all applicable laws.

Insurer Security: Insurers shall be rated A- / IX or better by A.M. Best, or shall be otherwise acceptable to IID. Insurers need not be admitted by the State of California.

Insurance Certificates, Endorsements, Notice of Policy Change/Cancellation: Before commencing Work under this Agreement, Permittee's broker or agent shall provide copies of additional insured and waiver of subrogation endorsements, as well as deletion of railroad exclusionary language endorsement, and certificates of insurance verifying that at least the minimum insurance coverages required above are in effect. In the event of a loss or claim potentially arising out of Permittee's Scope of Services, Permittee shall promptly provide complete copies of its insurance policies upon written request by IID. Certificates must disclose any self-insured retention of \$250,000 or more. Certificates must specify whether the liability coverages are written on an occurrence form or a claims-made form. There shall be no change(s) to or cancellation(s) of coverage(s) resulting in the Permittee becoming non-compliant with the insurance coverage required herein this Agreement. In the event a change or cancellation will result in Permittee becoming non-compliant with the insurance coverage required herein, Permittee shall provide thirty (30) days advance written notice to IID of any such change or cancellation. Permittee's failure to provide such advance written notice shall be construed to be a material breach of this Agreement.

NOTICES:

IID
P.O. BOX 937
IMPERIAL, CA 92251
ATTENTION: Geoffrey P. Holbrook

Exhibit F

Deadlines

1. Permitter shall respond to a MakeReady Application forty-five (45) days from the date of receipt of the application, or sixty (60) days if the request is to attach to over three hundred (300) poles. If the request is denied, Permitter shall provide in the response the reason for the denial and the remedy to gain access to the utility pole or support structure.

2. If a request to attach is accepted, Permitter, within fourteen (14) days after acceptance of the request, shall provide a cost estimate, based on actual cost, for any necessary MakeReady work required to accommodate the Attachment.

3. Permittee shall accept or reject the MakeReady cost estimate within fourteen (14) days.

4. Within sixty (60) days of acceptance of the cost estimate, Permitter shall notify any existing third-party Attachers that MakeReady work for a new Attacher needs to be performed. Permittee shall have the responsibility to coordinate with third-party existing Attachers for MakeReady work to be completed. All parties shall complete all MakeReady work within one (1) year of the notice, even if the request involves attaching to over three hundred (300) poles.