

TEXAS LOCAL GOVERNMENT CODE CHAPTER 284
POLE ATTACHMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

THIS AGREEMENT is made and entered into pursuant to Section 284.056, Section 284.201, and Section 284.301 of the Texas Local Government Code, effective this _____ day of _____ 20____, by and between the CITY OF BEAUMONT, TEXAS, hereinafter called "the City", and _____, hereinafter called "the Network Provider," and is as follows:

WHEREAS, the Network Provider is a wireless telecommunications *network provider* as that term is defined in Section 284.002 of the Texas Local Government Code ("the Code"); and

WHEREAS, the City owns certain public rights-of-way with service and or utility poles within its municipal territorial limits; and

WHEREAS, the Network Provider desires to attach certain *Network Nodes*, as that term is defined in Section 284.002 of the Code, on City-owned service poles and/or utility poles; and

WHEREAS, the Network Provider and the City desire to enter into this Agreement to secure authority from the City for the Network Provider to install certain Network Nodes on such City poles, subject to the City's Right-of-Way Management Ordinance; and

WHEREAS, this Agreement is entered into pursuant to Chapter 284 of the Texas Local Government Code, in order to address the desires of the Network Provider and the procedures of the City; and

WHEREAS, the Network Provider and the City acknowledge that this Agreement is binding upon the City and the Network Provider and their respective successors and assigns for the term (defined below) of this Agreement; and

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

1. **Location of the City Poles.** The Service and/or Utility Poles owned by the City on which the Network Nodes are to be attached by the Network Provider are generally described as:

2. The Network Provider acknowledges that it has received and reviewed the applicable provisions in the Right-of-Way Management Ordinance; and further acknowledges that this Pole Attachment Agreement is subject to the terms and regulations of each.

3. The Network Provider agrees to pay the City for collocation of its Network Nodes at the following annual rates:

a. City Service Poles: \$20.00 per year per service pole.

b. City Utility Poles: An annual pole attachment rate applied on a per-foot basis consistent with Section 54.024 of the Texas Utilities Code.

4. The City acknowledges that it will comply with the requirements of the Code and that it will allow the collocation of Network Nodes on the City service and utility poles on a non-exclusive, nondiscriminatory basis, subject to the Network Provider paying the applicable fees to the City and complying with the Design Manual and the Right-of-Way Management Ordinance.

5. Pursuant to Section 284.301 of the Texas Local Government Code, the Network Provider agrees that the City is authorized to enforce all of the City's regulations that do not materially interfere with the use of Network Nodes.

6. The primary term of this Agreement shall be five (5) years commencing upon the effective date first set forth above. This Agreement shall be automatically renewed and extended for subsequent one (1) year terms unless at least sixty (60) days prior to the expiration of the term either party shall give written notice to the other of the party's intent to terminate the Agreement at the end of the current term.

7. Any notice required or permitted under this Agreement shall be in writing and shall be delivered in hand or by registered or certified US mail. Notice to the Network Provider and the City may be addressed as follows:

City of Beaumont
P. O. Box 3827
Beaumont, Texas 77704

8. This Agreement may be enforced by Network Provider or City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the Agreement thereafter.

9. If any provision contained in this Agreement is held unconstitutional, invalid or unenforceable, then the remaining provisions shall be deemed severable and shall remain in full force and effect.

10. This Agreement shall be governed by the law of the State of Texas and construed in conformity with the provisions of Texas Local Government Code, Chapter 284. Venue shall lie in Beaumont, Jefferson County, Texas.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement effective as of the date first set forth above.

CITY OF BEAUMONT, TEXAS

Dated: _____

City Manager or Assigned Designee

ATTEST:

City Secretary

NETWORK PROVIDER:

Signature of Authorized Officer

Dated: _____

Title of Authorized Officer