

Conduit License Agreement
[DATE]

CONDUIT SYSTEM
LICENSE AGREEMENT

This License is made this ___ day of _____, 2023, between the City of Kansas City, Missouri (“City”) and Kansas Fiber Network, LLC (“Licensee”) for the purpose of allowing Licensee to use the City's conduit and conduit system.

WHEREAS, the City has constructed, and maintains, conduit and a conduit system used to provide, in part, for the City's communications needs; and

WHEREAS, there exists space within conduits and the conduit system that is unused by the City and is expected to not be needed for the City's use in the immediate future; and

WHEREAS, by making its conduit and conduit system available to private enterprise, the City can act as a better steward of its limited resources, particularly the finite space available within the City's rights of way; and

WHEREAS, by utilizing the City's conduit and conduit system private enterprises may accelerate their access to the City's rights of way and may accelerate and improve their provision of services to the people and businesses of the City; and

WHEREAS, it is the intention of the City to make available, when appropriate and possible, space within the City's conduit and conduit system for a reasonable fee; and

WHEREAS, access to the City's conduit and conduit system will be made in a nondiscriminatory manner pursuant to the terms of a standard license agreement; and

WHEREAS, this license agreement shall establish the specific rights and obligations of private enterprises seeking to use the City's conduit and conduit system.

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Article I. General Matters

Sec. 1. Definitions.

For the purpose of this license agreement, the following terms, phrases, words and their derivations shall have the following meanings. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number.

The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- (a) *Affiliate*, when used in relation to Licensee, means another entity that owns or controls, is owned or controlled by, or is under common ownership or control with Licensee.
- (b) *Applicable standards* means all applicable engineering and safety standards governing the installation, maintenance, and operation of facilities and the performance of all work in or around City facilities.
- (c) *Assigned space* means space within the City's conduit system that can be used for the attachment or placement of wires, cable, and associated equipment for the provision of communications service.
- (d) *Attaching entity* means any entity, other than the City, who pursuant to a license issued under this license agreement places an attachment to or within the City's conduit system to provide communications service.
- (e) *Attachment* means licensee's communications facilities, excluding dark fiber, that are placed directly onto an existing city structure or that are placed within the City's conduit system, but does not include either a riser or a service drop attached to a single duct where a licensee has an existing structure in the conduit system.
- (f) *Capacity* means the ability of a conduit system segment to accommodate an additional attachment based on applicable standards, including space considerations.
- (g) *City facilities* mean all property of whatever nature owned or controlled by the City.
- (h) *Common space* means space within the City's conduit system to which all licensees of the specific space have a right of access (such as manholes, hand-holes, and other locations). This is the area for placement of wires or cables which jointly benefits all users of the system by supporting the underlying structure and/or providing safety clearance between attaching entities and facilities.

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- (i) *Communications facilities* means wire or cable or similar physical materials including but not limited to fiberoptic, copper or coaxial cables or wires, and all associated equipment, utilized to provide communications service.
- (j) *Communications service* means the transmission or receipt of voice, video, data, Internet, Internet-type, or other forms of digital or analog signals over communications facilities.
- (k) *Conduit system* means the City's conduits, ducts, inner-duct, manholes, hand-holes, round hand-holes, vaults, lateral ducts, risers, pull-boxes and trenches.
- (l) *Inner-duct* means a form of flexible conduit installed within the duct for the placement of wire or cable.
- (m) *License* means written or electronic authorization of the City for an entity to make or maintain attachments to specific spans of the City's conduit system.
- (n) *Licensee* means Kansas Fiber Network, LLC, its affiliates, or its authorized successors or assigns, granted a license pursuant to the terms of this license agreement.
- (o) *Maintenance* means all work, scheduled and unscheduled, required to keep the conduit system in safe working condition and includes all repairs needed to keep the conduit system in a condition suitable for the placement of communications facilities.
- (p) *Make-ready work* means all work, as reasonably determined by the City, required to accommodate Licensee's communications facilities or to comply with all applicable standards. Such work includes, but is not limited to, pre-construction, field survey, rearrangement or transfer of City facilities or existing attachments, inspections, engineering work, permitting work, administration, supervision, construction, and conduit system clearing.
- (q) *Occupancy* means the use or specific reservation of assigned space for attachments in the City's conduit system.
- (r) *Pedestals / vaults / enclosures* mean above or below ground housings that are used to enclose a cable/wire splice, power supplies, amplifiers, passive devices or provide a service connection point and that shall not be placed within the conduit system but, attached by the communications facility running through the conduit to the equipment to City's conduit.
- (s) *Post-construction inspection* means the inspection required by the City to determine and verify that the attachments have been made in accordance with applicable standards and the license.
- (t) *Pre-construction survey* means all work or operations required by applicable standards and the City to determine the potential make-ready work necessary to accommodate Licensee's communications facilities within a span of the City's conduit system. Such work includes, but is not limited to, field inspection and administrative processing.

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(u) *Reserved capacity* means capacity or space within a portion of the conduit system that the City has identified and reserved.

(v) *Tag* means to place distinctive markers on ducts, wires or cables, coded by color or other means specified by the City or applicable standards that will readily identify the type of attachment and its licensee and owner.

Sec. 2. Purpose.

(a) *Access to conduit.* The City's municipal conduit system, including ducts, conduits handholes, manholes, and rights-of way owned or controlled by the City may be made available for the placement of Licensee's wires, lines, and associated equipment upon terms established by this license agreement.

(b) *Minimization of disruption.* With this initiative, the goal is to provide intelligent and high tech streets with minimal disruption to the citizens and business community.

Sec. 3. Other agreements, ordinance, or resolutions.

Nothing in this license agreement shall limit, restrict, or prohibit in any way the City from exercising its police powers for the protection of the general welfare by the amendment of or adoption of regulatory requirements or other changes to this license agreement which may be applicable to Licensee.

Article II. Grant of License

Sec. 4. Application.

When Licensee seeks to use the City's conduit system, Licensee shall apply to the Office of Emergency Management, using the Office of Emergency Management's approved form. The application and any attachments shall become part of the license if a license is issued by the City.

Sec. 5. Grant of license.

The Office of Emergency Management will issue a license only if:

- (1) sufficient unreserved capacity exists to accommodate the requested attachment;
- (2) Licensee meets all requirements of this license agreement; and
- (3) the proposed attachments comply with all applicable standards.

Sec. 6. No interest in property.

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No use, however lengthy, of any City facilities, and no payment of any fees or charges required by this license agreement, shall create or vest in Licensee any easement or other ownership or property right of any nature in any portion of such facilities. No license shall constitute an assignment of any of the City's rights to any City facility.

Sec. 7. Term.

(a) *Term.* Subject to early termination as provided in this license agreement, this license agreement shall be granted for a term of three (3) years with an option to renew for an additional (1) year at the conclusion of the 3-year term.

Sec. 8. Renewal.

Prior to expiration, this license agreement may be extended by contract amendment upon mutual agreement of both parties. Licensee shall provide written notice one hundred eighty (180) calendar days prior to the expiration of the agreement of their intent to extend or terminate.

Sec. 9. Licensee's right to attach.

Nothing in this license agreement, other than specific approval by the City of a location requested by a Licensee, shall be construed as granting Licensee any right to attach Licensee's communications facilities to any specific portion of the conduit system.

Sec. 10. Permitted uses.

Licensee shall be limited to the uses specifically authorized by this license agreement and listed by Licensee in its application for a license. No other use shall be allowed without the City's express written consent through an amendment to the license.

Sec. 11. City's rights over conduits.

This license agreement does not in any way limit the City's right to locate, operate, maintain, or remove its conduit system in any manner so long as within acceptable industry standards.

Sec. 12. Expansion of capacity.

The City may, but is not required to, take reasonable steps to expand the conduit system capacity to accommodate Licensee's request for additional attachments.

Sec. 13. Automatic termination of license.

(a) *Qualifications to conduct business.* Any license issued pursuant to this license agreement shall automatically terminate if Licensee ceases to have authority to construct and operate its communications facilities on public or private property at the location of the particular conduit or portion of the conduit system covered by the license.

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(b) *Expiration of license.* The license shall convert to a month-to-month term on its expiration date.

Sec. 14 Termination of license for City needs.

(a) *License subject to needs of the City.* Access to assigned space within the City's conduit system is available to Licensee subject to the governmental needs of the City, which includes the operations of a City communications system.

(b) *Reclaiming space.* Licensee shall be given at least thirty (30) calendar days prior notice of the City's need to reclaim the licensed space and an additional one hundred eighty (180) calendar days in which to vacate City's conduit system.

(c) *Removal or relocation.* The City shall give Licensee the option to remove its attachment from the affected conduit or to pay for the cost of any make-ready work needed to expand capacity so that Licensee can maintain its attachment within the affected conduit. The allocation of the cost of any such make-ready work (including the transfer, rearrangement, or relocation of third-party attachments) shall be determined in accordance with Article V of this license agreement.

Sec. 15. Surrender of license.

(a) *Surrender of license.* Licensee may at any time surrender its license to attach its facilities, and shall have one hundred eighty (180) calendar days from date of surrender to remove its communications facilities from the affected conduit or segment of the conduit system.

(b) *Plan approval.* Before commencing any removal Licensee must obtain the City's written approval, which may not be unreasonably withheld, of Licensee's plans for removal, including the name of the contractor performing the work and the date and time during which such work will be completed.

(c) *Insurance.* All such work is subject to the insurance requirements of this license agreement.

(d) *No refunds.* No refund of any fees or costs will be made upon removal except as provided for in Section 21. If Licensee surrenders a license pursuant to the provisions of this license agreement, but fails to remove its attachments from the City's facilities within one hundred eighty (180) calendar days thereafter, the City may remove Licensee's attachments at Licensee's expense.

Sec. 16. Limitations on assignment.

Neither party shall assign any or all of its rights or obligations under this license without the prior written consent of the other party, which may not be unreasonably withheld.

Sec. 17. Obligations of assignee or transferee and License

No assignment or transfer under this license agreement shall be allowed until the assignee or transferee pays any and all amounts Licensee currently owes the City at the time of assignment

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or transfer and assumes all obligations of Licensee arising under this license agreement. Licensee shall furnish the City with prior written notice of the intention to transfer or assign the license, together with the name and address of the proposed transferee or assignee. Notwithstanding any assignment or transfer, Licensee shall remain fully liable under its license and this license agreement and shall not be released from performing any of the terms, covenants, or conditions of the license without the express written consent to the release of Licensee by the City.

Sec. 18. Sub-licensing.

Licensee shall not sub-license or lease to any third party, including but not limited to allowing third parties to place attachments on the City's facilities, or to place attachments for the benefit of such third parties on the City's conduits or within the City's conduit system. The use of Licensee's communications facilities by third parties (including but not limited to leases of dark fiber) that involves no additional attachment is permitted.

Article III Financial

Sec. 19. Payment of rent.

- (a) *Rent schedule.* Licensee shall pay rent according to Exhibit 1 for rental and Maintenance of the City's conduit and conduit system.
- (b) *Payment Period.* Licensee shall pay any invoice it receives from the City for rent pursuant to this license agreement and the license within forty-five (45) calendar days after the date of the invoice.
- (c) *Billing of rent.* The City shall annually invoice Licensee for the per-conduit attachment rent no later than one month prior to the anniversary date. The invoice shall set forth the total number of the City's conduit in which Licensee was issued or holds a license for attachments during the annual license period.
- (d) *Failure to invoice does not excuse non-payment.* The failure of the City to invoice Licensee shall not excuse the payment by Licensee of the required rent. Licensee may request an invoice from the Information Technology Department Telecommunications Manager if it does not receive an annual invoice.
- (e) *Miscellaneous Payment.* Both parties acknowledge that from time to time Licensee may request that the City perform work on Licensee's behalf. Payment for any work performed by the City for the Licensee at Licensee's request that is not covered in this agreement shall be paid within sixty (60) calendar days after the date of the invoice.

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Sec. 20. Bond.

Licensee shall provide to the City a bond in an amount that is equal to the annual rental amount, which amount shall be adjusted accordingly on an annual basis to account for additions or reductions in the total number of Licensee's conduit attachments and use of the conduit system. The bond shall be with an entity and in a form acceptable to City. The purpose of the bond is to ensure Licensee's performance of all of its obligations under its license and for the payment by Licensee of any claims, liens, truces, liquidated damages, and fees due to the City which arise by reason of the construction, operation, maintenance or removal of Licensee's communications facilities on or about the City's conduits or within its conduit system.

Sec. 21. Refunds.

No rent, fees, or charges will be refunded on account of any surrender of a license, termination of the license for cause, or if the attachment is abandoned by Licensee. A pro rata refund will be granted if the City terminates a license under section 14 of this license agreement and Licensee, in its sole discretion, chooses to not occupy alternative space within the conduit system.

Sec. 22. Late charge.

If payment of any rent due is not received by its due date, Licensee shall pay a late payment service charge to City at the rate of five percent (5.00%) of the amount of the unpaid delinquent balance.

Sec. 23. Payment for City work.

Licensee will be responsible for payment to City for all work that is reasonably necessary by the City or its contractors pursuant to this license agreement or the license to accommodate Licensee's communications facilities including but not limited to expenses for construction, inspections and make-ready work. Work will not be performed by the City or its contractors without notice to Licensee.

Sec. 24. Determination of Charges.

Wherever Licensee must pay for work done or contracted by the City, the charge for such work shall include all reasonable material, labor, and engineering costs. The City shall bill its services based upon actual costs, and such costs will be determined in accordance with the City's cost accounting systems used for recording capital and expense activities. All such invoices shall include an itemization of dates of work, location of work, labor costs per hour, persons employed, and materials used and cost of materials.

Sec. 25. Work performed by City.

Whenever the City is required to perform any work, Licensee acknowledges and agrees that the City, at its sole discretion, may utilize its employees or contractors, or any combination of the two to perform such work.

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Sec. 26. Inspector charges and ancillary fees.

- (a) *General costs.* The City is responsible for Maintenance.
- (b) *Licensee's responsibilities.* If the need for work that requires an inspector or maintenance is caused by Licensee or Licensee's equipment, the following charge shall be applied based on a four (4) hour minimum and fifteen (15) minute increments thereafter.
- (1) If the City sends its own inspector or maintenance staff, the charges shall be:
- (i) Monday through Friday (except holidays), 8 am. to 5 p.m. - seventy-five dollars (\$75.00) per hour;
- (ii) After hours and holidays (work limited to recovery of downed circuits and equipment, not new installations)-ninety-five dollars (\$95.00) per hour.
- (2) If work needed requires the City to send one of its vendors, the charges shall be as follows:
- (i) Monday through Friday (except holidays), 8 a.m. to 5 p.m. - one hundred seventy-five dollars (\$175.00);
- (ii) After hours and holidays (work limited to recovery of downed circuits and equipment, not new installations) - one hundred ninety-five dollars (\$195.00) per hour.
- (c) Non-recurring charges for other ancillary services, including but not limited to new order installation, order changes, order expedite and reconfiguration may apply and shall be set forth on the applicable Service Order.
- (d) *Costs modified.* Costs outlined by Section 26(b) above may be increased by the City annually by no more than five percent (5%).

Sec. 27. Default for nonpayment,

- (a) Nonpayment of any undisputed amount due under this Agreement beyond ninety (90) calendar days shall constitute a material default of the license.
- (b) Should an amount be disputed by Licensee, the nature of the dispute will be presented to the City at the time payment would be due, absent the dispute. The parties will meet within seven days to resolve the dispute. If the parties cannot resolve the dispute within that time, the parties will engage the services of a qualified mediator. The costs of the mediator shall be shared equally by the parties. If following mediation the parties cannot resolve the dispute, the City may take whatever legal action it deems appropriate to recover the amount it believes due.

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Sec. 28. Default.

(a) *Right to terminate.* The City may terminate any license issued under the terms of this license agreement whenever Licensee is in default of any material term or condition of a license or this license agreement, including but not limited to the following circumstances:

- (1) Construction, operation, or maintenance of Licensee's communications facilities in violation of law or in aid of any unlawful act or undertaking;
- (2) Construction, operation, or maintenance of Licensee's communications facilities after any authorization required of the Licensee has been denied or revoked;
- (3) Construction, operation, or maintenance of Licensee's communications facilities without the required insurance coverage;
- (4) Failure to pay any required fee; or
- (5) Violation of any provision of this license agreement.

(b) *Opportunity to Cure.* The City will notify Licensee in writing of any intent to terminate the license and the reasons upon which the intent to terminate rests. Licensee shall take immediate corrective action to eliminate any such condition within thirty (30) calendar days, or such longer period granted by the City. Licensee shall provide written confirmation of the corrective action.

(c) *Termination.* If Licensee fails to discontinue or correct such condition or fails to provide to the City the required confirmation within thirty (30) calendar days from receipt of written notice, the City may immediately terminate the license. In the event of termination of a license the City may seek removal of Licensee's communications facilities. Licensee shall be liable for and pay all reasonable fees and charges pursuant to this license agreement.

Article IV Construction and Installation

Sec, 29. Standards.

All of Licensee's communications facilities must comply with all applicable standards. When a license is issued pursuant to this license agreement, Licensee's communications facilities shall be installed and maintained in accordance with the requirements and specifications set forth in Appendix I. The City may, upon ninety (90) calendar days notice, add, delete, or substitute updated standards to be followed by Licensee.

Sec. 30. Construction, maintenance, and removal of facilities.

(a) *Licensee's responsibilities.* Licensee shall be responsible for the preparation of the conduit, installation, and maintenance of its communications facilities. Licensee shall, at its own expense, make and maintain its attachments in safe condition and good repair, in accordance with all

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applicable standards. All construction and installation work shall be performed at Licensee's sole cost and expense. Facilities constructed by Licensee shall remain the property of Licensee. Licensee shall remove all of its facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided, Licensee repairs any damage done to the City's property by the removal of Licensee's facilities, including restoration of the City's streets according to applicable standards.

(b) *Failure to remove facilities.* In the event Licensee fails to remove the Facilities within one hundred eighty (180) calendar days of the expiration or earlier termination of the license, the City may remove or store the facilities, at Licensee's expense. If Licensee fails to claim and remove the facilities within one hundred eighty (180) calendar days following receipt of written notice from the City, the City is entitled to dispose of the facilities in any manner which it deems fit.

Sec. 31. Professional certification.

Licensee shall provide a licensed professional engineer, or an employee or contractor approved by City, to participate in a pre-construction survey, conduct the post-construction inspection and certify that Licensee's communications facilities can be and were installed on the identified conduits or within specified portions of the conduit system in compliance with this license agreement.

Sec. 32. Submission of plans.

Licensee must present to the Director of the Office of Emergency Management detailed plans for the attachments.

Sec. 33. Inner-duct aid to construction installation.

The first entrant utilizing a partial conduit less than the full 4" conduit shall install within its initial pull Maxcell inner-duct, or a substitute approved by the City, with a minimum of four chambers.

Sec. 34. Tagging.

Licensee shall tag all of its communications facilities as specified in applicable regulations upon installation of such facilities. Prior authorized attachments of Licensee shall be tagged within one year of the effective date of this license agreement. Failure to provide proper tagging will be considered a violation of the applicable standards. All infrastructure installed will be clearly marked and identified.

Sec. 35. Maps and Records.

(a) *Access to Maps:* The City will provide an attaching party access to and copies of maps, records, and additional information such as coordinates relating to the location, capacity, and utilization of the City's manhole structures. Upon request, the City will meet with the attaching party to clarify matters relating to maps, records, or additional information. The City will provide

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information currently available on the City's maps and records regarding:

- (1) The location of structure and street addresses for manholes and hand-holes as shown on the City's maps.
 - (2) The footage between manholes or lateral ducts lengths, as shown on the City's maps.
 - (3) The total capacity of the structure and the apparent available capacity of the Structure.
- (b) *No warranty.* The City does not warrant the accuracy or completeness of information on any maps or records.
- (c) *Property of the City.* Maps, records, or information prepared by the City are and remain the proprietary property of the City and are provided to Licensee solely for the purpose of enabling Licensee to obtain access to the City's structure, and may not be resold, reproduced or disseminated by Licensee.
- (d) *Licensee responsibility.* Licensee will provide to the City as-built drawings upon completion of the initial construction and installation, and whenever any additional work is performed by or for Licensee.

Sec. 36. Location services.

- (a) *City participation.* The City will maintain membership in the Missouri One Call system to document the location of infrastructure for the City's conduit system.
- (b) *Licensee participation.* Licensee will maintain membership in the Missouri One Call system to document the location of infrastructure for the City's conduit system.

Sec. 37. City Inspector.

The City will assign an inspector to accompany Licensee or Licensee's contractor during any and all entrances into the City's structure. The City inspector is for the City's benefit and not the benefit of Licensee or any third party. The inspector is there to provide information to Licensee and to review Licensee's work. The Inspector will have the authority to inform Licensee, installer or maintenance personnel of the appropriate structure, address, location, coordinates, duct, or conduit for attachments.

Sec. 38. Interference.

Licensee shall not impair the ability of the City to use its conduit system other than the conduit occupied by Licensee. Licensee shall not impair the ability of any other licensee to use its authorized space within the conduit system.

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Sec. 39. Protective Equipment.

Licensee, and its employees and contractors, shall utilize and install adequate protective equipment to ensure the safety of people and facilities. Licensee shall at its own expense install protective devices designed to handle the voltage and current impressed on its communications facilities in the event of a contact with the supply conductor.

Sec. 40. Abandonment.

If Licensee forfeits or surrenders its license for any reason and fails to remove its attachments from the structures within one hundred eighty (180) calendar days after forfeiture or surrender, the attachments shall be considered abandoned.

Sec. 41. Lawful purpose and use.

The use, construction, and maintenance of Licensee's communications facilities must comply with all applicable federal, state, and local laws.

Sec. 42. Effect of consent to construction or maintenance.

Issuance of a license for the construction or maintenance of any attachments is not consent, authorization or an acknowledgment that Licensee has the authority to construct or maintain any other such attachments. Licensee must obtain all necessary approvals for each attachment from all appropriate parties or agencies.

Article V Relocation

Sec. 43. Relocation of licensee's communications facilities.

(a) *Relocation required.* If the City determines that a relocation of Licensee's communications facilities is necessary, the City will perform the relocation using its personnel or contractors at City's expense. The City shall provide Licensee with ninety (90) calendar days written notice of any relocation of Licensee's communications facilities.

(b) *Emergency conditions.* The City shall not be liable for damage to Licensee's facilities unless the damage is caused by the City's negligence. The advance notification requirement of this section does not apply to emergency situations. In emergency situations the City will provide advance notice, as is practical, given the urgency of the particular situation. The City shall, however, provide written notice of any actions taken by the next business day following the occurrence.

Sec. 44. Billing for relocations performed by City.

If the City performs relocation at the request of the Licensee, it will bill Licensee for the actual costs incurred. Payment by Licensee shall be made within forty-five (45) calendar days of receipt of the invoice.

Sec. 45. Licensee's action requiring modification or relocation.

In the event that any conduit to which Licensee desires to make an attachment is unable to support or accommodate the additional facilities in accordance with all applicable standards, the City will notify Licensee of the necessary make-ready work and associated costs to provide an adequate conduit, including but not limited to replacement of the conduit and rearrangement or relocation of the City's facilities. Licensee shall be responsible for separately entering into an agreement with other attaching entities concerning the allocation of costs for the relocation or rearrangement of such entities' existing attachments. If Licensee elects to proceed it shall pay the actual cost of the make-ready work as provided in Article V of this agreement.

Sec. 46. Multiple requests for same conduit.

If the City receives applications for the same conduit from two or more prospective licensees within fifteen (15) calendar days of the first request, and accommodating their respective requests would require modification or replacement of the conduit, the City will notify the prospective licensees of the necessary make-ready work and associated costs to provide adequate conduit to the licensees. If the licensees elect to proceed the City shall allocate among the applicants the applicable costs associated with modification or relocation as provided in Article V of this agreement. Such allocation applies only to those attachments involving cable or wire and not risers or other equipment.

Sec. 47. Allocation of Costs.

The costs for any rearrangement or relocation of Licensee's communications facilities or the replacement of a conduit, including any related costs required to clear the new location of City's cables or wires, shall be allocated to the City and Licensee or other attaching entity on the following basis:

(1) *City's modifications or replacements.* If the City intends to modify or replace a conduit solely for its own requirements, it shall be responsible for the costs related to the modification or replacement of the conduit.

(2) *Licensee's responsibility.* Licensee is responsible for all costs associated with the rearrangement or relocation of Licensee's communications facilities solely for its own requirements. Prior to, making any modification or relocation for any other attaching entity, the City shall provide Licensee notice of its intent so that Licensee may choose to modify or add to its existing attachment. Should Licensee elect to make changes to its attachments, it must seek the City's written permission to alter its license. If Licensee elects to add to or modify its

communications facilities, it will bear the total incremental costs incurred by the City in making the space on the conduit accessible to Licensee.

(3) *Notice not required; when.* The notice requirement shall not apply to routine maintenance or emergency situations.

Sec. 48. Third-party's modifications or replacements.

If a modification or replacement of a conduit is the result of an additional attachment or the modification of an existing attachment sought by another licensee or other third-party, the attaching entity requesting the additional or modified attachment shall bear the entire cost of the modification or conduit replacement, as well as the costs for rearranging or transferring all other licensee's communications facilities. All licensees and other third parties shall cooperate with such other licensee or third party to determine the costs of moving facilities.

Sec. 49. Non-use related modifications or replacements.

If the conduit must be modified or replaced for reasons unrelated to the use or the conduit by attaching entities, such as accident or deterioration, the City shall pay the costs of the modification or replacement. Licensees shall be responsible for the costs of rearranging or transferring its communications facilities.

Sec. 50. Licensee's modifications or replacements.

If the modification or replacement of a conduit is necessitated by the requirements of Licensee, then Licensee is responsible for the costs related to the modification or replacement of the conduit and for the costs associated with the transfer or rearrangement of any other attaching entity's, including the City's, communications facilities. At the time Licensee submits a Permit Application to the City, Licensee shall submit to the City written proof of its arrangements to reimburse all affected attaching entities for the cost to transfer or rearrange such entities' facilities. The City shall not be obligated in any way to enforce or administer Licensee's responsibility for the costs associated with the transfer or rearrangement of another attaching entity's facilities under this license agreement.

Sec. 51. City Not Required to Relocate.

No provision of this license agreement shall be construed to require the City to relocate its attachments or modify or replace its conduits for the benefit of any licensee.

Sec. 52. Removal on license expiration or termination.

At the expiration or other termination of any license, Licensee must remove its communications facilities from the affected conduits or portions of the conduit system at its own expense. If Licensee fails to remove such facilities within one hundred eighty (180) calendar days of expiration or termination, the City may remove the facilities at Licensee's expense or treat the facilities as abandoned and take possession of the facilities.

Sec. 53. Interruption of Service.

In the event Licensee causes an interruption of service to the City or another licensee, Licensee shall immediately do all things necessary to avoid injury or damages, direct and incidental, resulting from Licensee's actions. Licensee will also immediately notify the City of the interruption.

**Article VI
Administration**

Sec. 54. Notices.

(a) *Notice required.* In addition to any other notice required by this license, the City will provide Licensee no less than sixty (60) calendar days written notice prior to the following events:

- (1) termination of a license based upon Licensee's violation of this license agreement;
- (2) an increase in the rates for attachments to the City's structure or any other fee or charge authorized under this license;
- (3) any modification to the City's structure to which Licensee has an attachment, other than a modification associated with routine maintenance or as a result of an emergency.

(b) *Notice to City.* Notices to the City shall be given to:

City of Kansas City, Missouri
Attn: Office of Emergency Management
635 Woodland Ave Suite 2107
Kansas City, MO 64106
Phone: (816) 513-8640
OEM@kcmo.org

With a copy to:

Office of the City Attorney
Attn: Abigail Judah
414 E. 12th Street, 28th Floor
Kansas City, MO 64106
Phone: 816-513-3132
Abigail.judah@kcmo.org

(c) *Notice to Licensee.* Notices to Licensee shall be given to:

Kansas Fiber Network, LLC
Attn: Brian Cornish, Director of OSP
10875 Benson Dr., Suite 130
Overland Park, KS 66210
bcornish@ksfiber.net
913-213-2929

(d) *Emergency contacts.* Emergency notices shall also be provided to the following persons who will be available at anytime, or who will provide to the other party a substitute contact when 24/7 contact is not possible:

(1) *For the City:*

City of Kansas City, Missouri
Attn: Office of Emergency Management
635 Woodland Ave Suite 2107
Kanas City, MO 64106
Phone # (816)513-8640
24hr Emergency # (816) 301-6260
OEM@kcmo.org

(2) *For the licensee:*

Sec. 55. Duty to correct violations.

(a) *Duty to correct.* If Licensee's communications facilities, or any part thereof, are installed, used, or maintained in violation of this license agreement, Licensee shall correct all violations within sixty (60) calendar days of receiving written notice from the City identifying the violation(s). If Licensee fails to correct the violations within sixty (60) calendar days of receipt of such notice, the City may correct unlawful conditions. Licensee must reimburse the City for its actual costs in correcting the unlawful conditions.

(b) *Emergency conditions.* When Licensee's violations pose an immediate threat to the safety of any person, interfere with the performance of the City's service obligations, or pose an immediate threat to the physical integrity of City facilities or of any other licensee, the City may take such action necessary to protect against such threat without prior notice to Licensee. Licensee must reimburse the City for its actual costs in correcting the unlawful conditions.

Sec. 56. Priority of restoration.

The City's service restoration requirements shall take precedence over any work by Licensee on the City's conduit system.

Sec. 57. Effect of failure to exercise access rights.

If Licensee does not exercise any access right granted by this license agreement within one hundred eighty (180) calendar days of the date of issuance of the license, the license is void.

Sec. 58. Failure to enforce license terms.

Failure of the City to take action to enforce compliance with any of the terms or conditions of this license agreement shall not constitute a waiver or relinquishment of any term or condition of a license or of this license agreement.

Sec. 59. Interference test equipment.

To the extent Licensee furnishes video programming to subscribers, it shall maintain test equipment to identify signal interference to its customers, and shall not identify the City as the source of such interference absent a test report verifying the source or cause of signal interference. The City and Licensee shall cooperate with each other in identifying and addressing such sources of interference.

Sec. 60. Removal of Nonfunctional Attachments.

(a) *Notice by Licensee.* Licensee shall give City notice of any nonfunctional attachments as provided in this license agreement.

(b) *Removal required.* At its sole expense, Licensee shall remove any nonfunctional attachments or part of an attachment. Except as otherwise provided in this license agreement, Licensee shall remove nonfunctional attachments within ninety (90) calendar days of the attachment becoming nonfunctional.

(c) *Effect of no removal.* A nonfunctional attachment that is not removed within ninety (90) calendar days of becoming nonfunctional is an unauthorized attachment subject to the unauthorized attachment fee specified in **Section 68**.

(d) *Special circumstances.* If Licensee receives written notice from the City that removal of a nonfunctional attachment is necessary to accommodate the City's or another licensee's use of the affected conduit or portion of the conduit system Licensee shall remove the nonfunctional attachment within ninety (90) calendar days of the date of the notice.

Sec. 61. Noncompliance with codes.

If at any time any attachment of Licensee does not comply with any applicable code or law and the attachment must be modified, or the City incurs additional expense because of the noncompliant attachment, Licensee shall pay the City the costs arising from the noncompliant conditions.

Sec. 62. Taxes.

Licensee is responsible for all taxes levied on its attachments in the City's conduit system.

Sec. 63. Necessary Authorizations.

Licensee shall obtain any required authorization to construct, operate or maintain its communications facilities before it occupies any portion of the conduit system. Copies of required licenses, permits or other authorizations shall be submitted to the City before a license under this license agreement is issued.

Sec. 64. Pre-existing occupancy.

A pre-existing attachment authorized as of the effective date of this license agreement shall automatically be licensed pursuant to this license agreement

Sec. 65. Notice of abandonment or removal of City facilities.

If the City desires at any time to abandon its communications facilities that are attached, it shall give Licensee written notice at least one hundred eighty (180) calendar days prior to the date on which it intends to abandon or remove City facilities. If the City is required to remove or abandon its facilities as the result of the action of a third party and the greater notice period is not practical, the City shall endeavor to give at least ninety (90) calendar days notice.

Sec. 66. Inspections.

- (a) *City inspections.* The City may conduct inventories and inspections of attachments at any time.
- (b) *Correction of unlawful conditions.* Licensee must correct all attachments that are not in compliance with applicable standards, including this license agreement, within sixty (60) calendar days of notification.
- (c) *Unlicensed attachments.* If it is found that Licensee has made an attachment without a license for the specific attachment, Licensee shall pay a fee as described in Section 68.
- (d) *Cost of inspections.* If an inventory or inspection reveals that at least five percent (5%) of Licensee's or any other person's attachments are either in non-compliance or not authorized, the person shall pay its pro-rata share of the costs of the inspection. All costs of inspection under this section shall be charged to licensees or those attaching without proper licenses.

Sec. 67. Annual information.

- (a) *Maps.* Licensee shall submit to the City a current map depicting the locations of its attachments each year that changes are made in a format specified by the City.

(b) *Inventories.* Licensee shall submit to the City an inventory of all attachments made under this license agreement showing all additions and deletions during the previous year.

Sec. 68. Fee for Unlicensed Attachment.

(a) *License fee assessed* If Licensee's attachments occupy any conduit or segment of the conduit system for which no license has been issued, Licensee will pay to the City the license fee owed as if the attachment was unlawfully installed on the effective date of this license agreement. Interest at the rate of five percent (5.00%) will be assessed on all license fees paid under this section.

On each anniversary date of this agreement, the interest rate will be reassessed. This assessment will determine if the interest rate will need to be adjusted to an amount equal to the annual greater metro Kansas City Consumer Price Index, if the index is greater than five (5.00%).

(b) *Notice.* If the City discovers what it believes to be an unlicensed attachment belonging to Licensee, the City shall provide written notice to the Licensee within eight (8) business days of discovery. Licensee shall then have fifteen (15) days from receipt of written notice to prove the attachment does not belong to Licensee, apply for a license covering the attachment, or remove the attachment at the Licensee's expense.

(c) *Determination of fee.* If Licensee owning an attachment occupying any conduit or segment of the conduit system establishes the installation date of the unlawful attachment after the effective date of this license agreement, the license fees shall be assessed only to the established installation date.

(d) *Failure to pay.* Failure to pay the unauthorized license fee and interest and to obtain a license within sixty (60) calendar days from written notice by the City may result in the City treating the existence of the attachments as abandoned equipment.

Sec. 69. No ratification of unlicensed use.

No act or failure to act by the City with regard to any unlicensed use shall be deemed as ratification of the unlicensed use and if any license should be subsequently issued, such license shall not operate retroactively or constitute a waiver by City of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this license agreement in regards to the unauthorized use from its inception.

Sec. 70. Reporting.

Concurrently with payment of the license fee the following information shall be provided to the City:

- (1) The conduits on which Licensee has installed, during the relevant reporting period, risers and service drops, where no license was required.
- (2) All attachments which have become non-functional during the relevant reporting period. The report shall identify the conduit on which the nonfunctional attachment is located, describe the nonfunctional equipment, and indicate the approximate date the attachment became nonfunctional.
- (3) Any equipment Licensee has removed from conduits during the relevant reporting period. The report shall identify the conduit from which the equipment was removed, describe the removed equipment, and indicate the approximate date of removal. This requirement does not apply where Licensee is surrendering a license.

Sec. 71. Severability.

- (a) *Continuation of license.* If any part of this license agreement is ruled invalid by a final order of any court of competent jurisdiction such invalidation shall not render unenforceable any license but rather it is the intent of the City that this license agreement be administered as if not containing the invalid provision.
- (b) *Exception.* If the fees imposed by this license agreement are found unlawful, it is the intention of the City that this entire license agreement shall be rendered invalid, and Licensee shall remove its facilities from the City's conduit or conduit system.

Article VII
Insurance, Indemnification, and Warranties

Sec. 72. Licensee's risk.

The City reserves the right to maintain and operate its conduits and conduit system in any manner whatsoever so long as within acceptable industry standards. Licensee accesses the City's conduits and conduit system at the licensee's own risk.

Sec. 73. Indemnification.

Licensee, and any agent, contractor or subcontractor of Licensee, shall defend, indemnify and hold harmless the City and its officials and employees against any and all liability, costs, damages, fines, taxes, special charges by others, penalties, payments (including payments made by City under any Workers' Compensation Laws under any plan for employees' disability and death benefits), and expenses (including reasonable attorney's fees of City and all other costs and expenses of litigation) to the extent arising from the negligent act, omission, failure, or willful misconduct, in connection with the construction, maintenance, repair, presence, use, relocation, transfer, removal or operation by Licensee, or by Licensee's officers, directors, employees, agents, or contractors, of Licensee's communications facilities, except to the extent of the City's negligence or willful misconduct gives rise to such covered claims. Such covered claims include, but are not limited to, the following:

- (1) Intellectual property infringement, libel and slander, trespass, unauthorized use of television or radio broadcast programs and other program material, and infringement of patents;
- (2) Cost of work performed by City that was necessitated by Licensee's failure, or the failure of Licensee's officers, directors, employees, agents, or contractors, to install, maintain, use, transfer or remove Licensee's communications facilities in accordance with the requirements of this license agreement, or from any other work the license authorizes the City to perform on Licensee's behalf;
- (3) Damage to property, injury to or death of any person arising out of the performance or nonperformance of any work or obligation undertaken by Licensee, or Licensee's officers, directors, employees, agents, or contractors, pursuant to this license agreement;
- (4) Liabilities incurred as a result of Licensee's violation, or a violation by Licensee's officers, directors, employees, agents, or contractors, of any law, rule, or regulation of the United States, State of Missouri or any other governmental entity or administrative agency.

Sec. 74. Procedure for Indemnification.

(a) *Notice to licensee.* The City shall endeavor to give prompt notice to Licensee of any claim or threatened claim, specifying the factual basis for such claim and the amount of the claim. If the claim relates to an action, suit or proceeding filed by a third party against the City, the City shall give the notice to Licensee no later than fifteen (15) calendar days after the City receives written notice of the action, suit or proceeding.

(b) *Failure to give notice.* The City's failure to give the required notice will not relieve Licensee from its obligation to indemnify the City unless Licensee is materially prejudiced by such failure.

(c) *Participation in defense.* Licensee will have the right at any time, by notice to City, to participate in or assume control of the defense of the claim with counsel of its choice, which counsel must be reasonably acceptable to City. If Licensee assumes control of the defense of any third-party claim, the City shall have the right to participate in the defense at its own expense. If Licensee does not assume control or otherwise participate in the defense of any third-party claim, Licensee shall be bound by the results obtained by City with respect to the claim.

(d) *City's responsibility.* If Licensee assumes the defense of a third-party claim, then in no event will City admit any liability with respect to, or settle, compromise or discharge, any third party claim without Licensee's prior written consent, and the City will agree to any settlement, compromise, or discharge of any third-party claim which Licensee may recommend which releases the City completely from such claim and does not expose the City to future claims.

Sec. 75. Environmental Hazards.

(a) *Hazardous substance defined.* The term "hazardous substance" shall be interpreted broadly to mean any substance or material designated or defined as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local laws, regulations or rules now or hereafter in effect including any amendments.

(b) *Warranty by license.* Licensee warrants that:

- (1) its use of the City's conduits will not generate any hazardous substances;
- (2) it will not store or dispose on or about City's conduits or conduit system any hazardous substances;
- (3) it will not transport to City's conduits or conduit system any hazardous substances;
- (4) in the event of breakage, leakage, incineration or other disaster, its communications facilities will not release any hazardous substances;

(5) its communications facilities will not constitute or contain and will not generate any hazardous substance in violation of federal, state, or local law now or hereafter in effect including any amendments.

(c) *Indemnification.* Licensee and its agents, contractors and subcontractors shall defend, indemnify and hold harmless the City and its officials and employees against any all liability, costs, damages, fines, taxes, special charges by others, penalties, punitive damages, expenses (including reasonable attorney's fees and all other costs and expenses of litigation) arising from or due to the release, threatened release, storage or discovery of any hazardous substances on, under or adjacent to City's conduits or conduit system attributable to Licensee's use of City's conduits or conduit system. Should City's conduits be declared to contain hazardous substances, the City and Licensee and all other attaching entities shall share proportionately in the cost of disposal of the affected conduits based on each entity's individual percentage use of the conduit. For Licensee and other attaching entities such percentage shall be derived from the sum of assigned space occupied by Licensee and other attaching entities plus its share of the common space. However, if the source or presence of the hazardous substance is solely attributable to particular parties, such costs shall be borne solely by those parties.

Sec. 76. Municipal liability limits.

No provision of this license agreement is intended, or shall be construed, to be a waiver for any purpose by City of any applicable limit on municipal liability. No indemnification provision contained in this license agreement under which Licensee indemnifies the City shall be construed in any way to limit any other indemnification provision.

Sec. 77. Costs and attorney's fees.

If the City brings a successful action in a court of competent jurisdiction to enforce this license agreement, Licensee shall pay the City's reasonable costs and attorney's fees.

Sec. 78. Dispute Resolution.

It is understood that the parties may from time to time find themselves in positions of disagreement. When such disagreements cannot be resolved informally by the City's Director of the Office of Emergency Management and the appropriate operational official of Licensee, the parties agree to the following.

The City and the Licensee will meet and confer with an intent to resolve the disagreement. Each party will be represented by an official capable of resolving most disputes. The parties may be represented by counsel if they wish, and also include any appropriate person capable of providing relevant information designed to help resolve the conflict.

Should this meeting, or series of meetings if appropriate, not resolve the conflict the parties may enter into mediation. Mediation will be conducted if one party requests the assistance of a mediator. Costs of the mediator will be borne by each party equally.

If mediation fails at resolving the conflict each party retains its rights under this Agreement and the laws of Missouri to enforce its contractual interests.

Sec. 79. Duty to Inspect.

Licensee will acknowledge and agree that the City does not warrant the condition or safety of the City's facilities, or the premises surrounding the facilities, and Licensee must further acknowledge and agree that it has an obligation to inspect the City's conduits or conduit system and the premises surrounding the conduits or conduit system, prior to commencing any work on the City's conduits or within City's conduit system or entering the premises surrounding such conduits or conduit system.

Sec. 80. Knowledge of Work Conditions.

By accepting a license, Licensee warrants that it has acquainted, or will fully acquaint itself and its employees and contractors and agents with the conditions relating to the work that licensee will undertake, and that it fully understands or will acquaint itself with the facilities, difficulties, and restrictions attending the execution of such work.

Sec. 81. DISCLAIMER.

THE CITY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO ITS CONDUITS OR CONDUIT SYSTEM, ALL OF WHICH ARE HEREBY DISCLAIMED, AND THE CITY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, EXCEPT TO THE EXTENT EXPRESSLY AND UNAMBIGUOUSLY SET FORTH IN ANY LICENSE AGREEMENT. THE CITY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Sec. 82. Duty of competent supervision and performance.

(a) *Existence of utilities.* Licensee and its agents, employees, contractors, and subcontractors will work near electrically energized lines, transformers, gas, water or other City facilities, and energy therein will not be interrupted during the continuance of a license, except under emergency conditions that may result in serious bodily injury or death.

(b) *Qualified personnel.* Licensee shall ensure that its employees, agents, contractors, and subcontractors have the necessary qualifications, skill, knowledge, training, and experience to protect themselves, their fellow employees, employees of City, and the general public, from harm or injury while performing work permitted pursuant to a license.

(c) *Tools and equipment.* Licensee shall furnish its employees, agents, contractors, and subcontractors competent supervision and sufficient and adequate tools and equipment for their work to be performed in a safe manner

(d) *De-energizing equipment.*

(1) *Need to de-energize equipment.* When an emergency condition exists and it is necessary to de-energize any part of the City's equipment, Licensee shall ensure that work is suspended until the equipment has been de-energized and that no such work is conducted unless and until the equipment is made safe.

(2) *Requests to de-energize equipment.* When the City de-energizes any equipment or line at Licensee's request Licensee shall reimburse City in full for all costs and expenses incurred. Before the City de-energizes any equipment or line, it shall provide, upon request, an estimate of all costs and expenses to be incurred in accommodating Licensee's request and may require prepayment of the cost. If the actual cost exceeds the estimate Licensee will pay the additional costs. If the actual cost is less than the estimate, the City will refund to Licensee the difference.

Sec. 83. Insurance.

(a) *Required Coverages.* Licensee shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. Licensee must have:

(1) *Commercial General Liability Insurance Policy:* with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis.

(2) The policy shall be written or endorsed to include the following provisions:

- (i) Severability of Interests Coverage applying to Additional Insureds
- (ii) Contractual Liability
- (iii) Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
- (iv) No Contractual Liability Limitation Endorsement
- (v) Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.

(2) *Automobile Liability Insurance.* Business automobile policy covering all owned, hired and non-owned private passenger autos and commercial vehicles with limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate.

(3) *Workers' compensation.* Workers' compensation insurance as required by statute, and Employers Liability with limits of: \$1,000,000 per accident; \$1,000,000 disease - policy limit; and \$1,000,000 disease - each employee.

(4) *Property Insurance.* Licensee must maintain property insurance on its own facilities, buildings and other improvements, including all equipment, fixtures, and City structures for which it is licensed to use, fencing, or support systems that may be placed on, within, or around City facilities to protect against hazards of fire, vandalism and malicious mischief, and such other perils as are covered by policies of insurance commonly referred to and known as “extended coverage” insurance.

(b) *Qualification; priority; contractors’ coverage.* The insurer must be authorized to do business under the laws of the State of Missouri and be approved by the City. Such insurance will be primary for the acts and omissions of the licensee and whom the licensee is responsible. All contractors and all of their subcontractors who perform work on behalf of Licensee must carry, in full force and effect, workers’ compensation and employers’ liability, comprehensive general liability and automobile liability insurance coverage of the type that Licensee is required to obtain under this license agreement.

(c) *Certificate of Insurance; Other Requirements.* Prior to issuance of a license and prior to each insurance policy expiration date during the term of license, Licensee must furnish the City with a certificate of insurance. The certificate shall reference this license agreement. The City shall be given 10 calendar days advance notice of cancellation or non-renewal of insurance during the term of the license. The City, officers and employees shall be named as additional insureds under all of the liability policies, except workers’ compensation, which shall be so stated on the certificate of insurance. All policies, other than workers' compensation, shall be written on an occurrence and not on a claims-made basis. Licensee shall defend, indemnify and hold harmless City and other additional insured from and against payment of any deductible and payment of any, premium on any policy required under this license agreement. Licensee shall obtain certificates from its agents, contractors and their subcontractors and provide a copy of such certificates to the City upon request

(d) *Prohibited Exclusions.* No policies of insurance required to be obtained by Licensee or its contractors or subcontractors shall contain provisions that exclude the following:

(1) Coverage of liability assumed by the acceptance of a license from the City except as to infringement of patents or copyrights or for libel and slander in project material;

(2) Coverage of liability arising from excavating, collapse, or underground work;

(3) Coverage for injuries to City employees or agents; or

(4) Coverage of liability for injuries or damages caused by Licensee's contractors or the contractors, employees, or agents.

(e) The limits of liability set out in this License may be amended and will apply to existing licenses at the time of an amendment. The City will provide 180 days notice before requiring additional insurance coverage. Insurance liability will not be increased by the City absent a change in the law, whether made by court decision, legislation, or administrative regulation (including

annual increases in the liability cap established by Sec. 537.610, RSMo.).

(f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City’s rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions of law.

Sec. 84. Survival of obligations.

After the termination of a license, Licensee’s responsibility and indemnity obligations shall continue with respect to any claims or demands related to Licensee's communications facilities.

Sec. 85. Existing agreements or licenses.

To the extent, and only to the extent, that any existing agreements are inconsistent with the rules and regulations adopted in this license agreement, the existing agreement shall control until its expiration or termination. All future licenses shall be issued as required by this license agreement. Except where this license agreement is in conflict with the express terms of a current agreement this license agreement shall apply to all users of conduits within the scope of this license agreement.

Sec. 86. Incorporation of CREO Form 3.

The Civil Rights and Equal Opportunity Department Civil Rights and Wage Assurances “Form 3” is attached hereto as Exhibit “A” and is incorporated herein by reference.

THIS AGREEMENT CONTAINS INDEMNIFICATION PROVISIONS.

I certify I have the authority to execute this license agreement and bind Licensee.

CITY OF KANSAS CITY, MISSOURI

LICENSEE

Name:
Title:

Name:
Title:

APROVED AS TO FORM:

Assistant City Attorney

Exhibit 1

Conduit Fees and Charges

Kansas Fiber Network Agreement					
	Rate	Maintenance	Total	Total SQFT	Total Annual Rent Due
Rate Per Linear Foot Per Year	\$6.00	\$0.50	\$6.50	1310	\$8,515.00

NOTE: Maintenance Costs outlined above may be adjusted periodically, but not more than a maximum of five percent (5%) annually and a thirty (30) day written notice. The lease rate is fixed for the term of this agreement only.

1. Non-Recurring Fees:

- License Agreement Application Fee \$ 50.00
- Permit Application Fee..... \$ 50.00
- Miscellaneous Charges.....Actual Cost
- Inspection Fees.....Actual Cost

NOTE: The license agreement application fee and the permit application fee are in addition to the agreement terms and any make-ready charges.

2. Unauthorized Conduit Usage Liquidated damages Fee:

See Conduit Terms and Conditions Agreement Section 68.

3. Failure to Timely Transfer, Abandon or Remove Facilities Liquidated damages Fee:

Based on actual City Costs; Upon written notice or intent to remove, the Licensee is responsible for payment until all facilities are removed and the City inspects and approves the environment.

