

**COOPERATIVE ENDEAVOR AGREEMENT  
REGARDING SECURITY CAMERAS  
BY AND BETWEEN  
LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT  
AND  
CRIME FIGHTERS OF LOUISIANA, LLC**

**THIS COOPERATIVE ENDEAVOR AGREEMENT** (the "Agreement"), is made and entered into effective as of date of the last signature hereon (the "Effective Date"), by and between:

**LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT** ("LCG"), represented herein by Joshua Guillory, its Mayor-President; and

**CRIME FIGHTERS OF LOUISIANA, LLC** ("Crime Fighters"), represented herein by Hewitt Brooks Bernard, the sole member of Top Notch Holdings, LLC, which is the sole member of Crime Fighters of Louisiana, LLC.

**RECITALS**

**WHEREAS**, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that, "For a public purpose, the State and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual"; and

**WHEREAS**, Crime Fighters proposes to attach [REDACTED] and related network and other equipment to utility, streetlight, and traffic poles and other above-grade structures owned by LCG ("Poles") and to provide the Lafayette Police Department ("LPD") with [REDACTED] at Crime Fighters' sole cost except as expressly provided in this Agreement, in exchange for the obligations of LCG pursuant to this Agreement; and

**WHEREAS**, LCG proposes to authorize Crime Fighters to attach its Cameras to LCG Poles and to provide the electricity, cellular service, and fiber service access for Crime Fighters Cameras, in exchange for [REDACTED]

**WHEREAS**, LCG will retain the right to evaluate and determine whether to approve requests by Crime Fighters to attach its Cameras to LCG Poles, in LCG's sole discretion, and will do so pursuant to the terms of this Agreement and the Operating Procedures Between Lafayette Utilities System, Lafayette Police Department, and Lafayette Public Works Department for Security Camera Attachments (the "Operating Procedures") (current form

attached as Exhibit A and incorporated herein by reference), as the latter may be updated by LCG in its sole discretion from time to time;

**WHEREAS**, to assist in fulfilling its law enforcement responsibilities LPD is already attaching its own cameras to LCG's Poles pursuant to the Operating Procedures, and this Agreement will enable LPD to significantly expand its access to many more such cameras for law enforcement purposes, at greatly reduced cost and on a more accelerated time frame than LPD could achieve using only its own cameras and resources; and

**WHEREAS**, access by LPD [REDACTED]

[REDACTED] will promote the public health, safety and welfare of the citizens of the City and Parish of Lafayette and will constitute a public benefit to the citizens of the City and Parish of Lafayette; and

**WHEREAS**, there is a public purpose for this Agreement of substantial benefit to the City of Lafayette and the Parish of Lafayette, and to the citizens of both; and

**WHEREAS**, LCG has reasonable expectation of receiving benefit or value from this Agreement that is equivalent to or greater than its obligations and undertakings set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein, the parties hereto agree as follows:

#### **ARTICLE 1 – TERM**

The term of this Agreement shall be four years from the Effective Date. The parties may extend this Agreement by amendment for an additional four years. Either party may terminate this Agreement, as to any one or more Cameras or as to all Cameras, for any reason, upon 30 days written notice to the other party.

#### **ARTICLE 2 – OPERATING PROCEDURES**

LCG interprets the term "LCG/LUS-owned poles" as used in and for purposes of the Operating Procedures to include all utility, streetlight, and traffic poles and other above-grade structures owned by LCG within the Lafayette City limits or the unincorporated areas of Lafayette Parish (hereinafter, "Poles").

LCG interprets the term "its security cameras and associated facilities" as used in and for purposes of the Operating Procedures to include [REDACTED] provided that the Lafayette Police Department has approved the Camera in accordance with the terms of this Agreement.

### ARTICLE 3 – UNDERTAKINGS BY CRIME FIGHTERS

In consideration of the undertakings by LCG under this Agreement, Crime Fighters agrees to do the following:

A. Provide, install, and maintain all Cameras approved by LCG pursuant to this Agreement, all at Crime Fighters' sole cost except as expressly provided in this Agreement.

B. Provide, install, and maintain [REDACTED]  
[REDACTED] all at Crime Fighters' sole cost.

C. Provide, install, and maintain all wireless or wired network and other equipment approved by LCG pursuant to this Agreement to connect the Cameras and [REDACTED]  
[REDACTED]  
[REDACTED]

1. To one or more locations selected by Crime Fighters [REDACTED]  
[REDACTED]

2. To the extent feasible based on bandwidth, [REDACTED]  
[REDACTED]  
[REDACTED]

all at Crime Fighters' sole cost except as expressly provided in this Agreement.

D. Retain ownership, full and sole custody of, and responsibility for the Cameras and related network and other equipment, [REDACTED]  
[REDACTED]

[REDACTED] LCG shall have custody and control and full rights and a license to use for any law enforcement purpose [REDACTED]  
[REDACTED]

[REDACTED] LCG shall have no rights or license regarding [REDACTED]  
[REDACTED]

E. Provide to all approved users, to the extent of that approval and upon request by an approved user:

1. Access [REDACTED]  
[REDACTED]



- [REDACTED]
2. To the extent feasible based on bandwidth, [REDACTED]

3. Copies of [REDACTED] from any Camera [REDACTED]

4. [REDACTED]
- [REDACTED] and

5. [REDACTED]

- F. Enable access to [REDACTED]

- G. Obtain written LPD approval for the location of a Camera.

- H. Except as expressly provided in this Agreement, fulfill all responsibilities of LPD under the Operating Procedures as to all Cameras or other equipment approved as to location by LPD, specifically including but not limited to:

1. Complying with Exhibit A to the Operating Procedures in the location of any Camera on any Pole that is a utility pole;
2. Conforming with National Electric Safety Code, National Electrical Code, American Standards Association Specifications for Outdoor Cables, and all other applicable standards, laws, ordinances, rules, and regulations;
3. Causing no technical or other interference to any operations or facilities of LCG, or to existing attachments to the Poles of any other person with permission to attach to the same Pole.

- I. Upon termination of this Agreement or other demand by LCG as to any particular Camera or other equipment, to remove it. Sixty days (60) after receipt of such termination or demand by Crime Fighters, if Crime Fighters has failed to remove a Camera or other equipment, LCG may remove it and Crime Fighters shall reimburse LCG the cost for doing so.

#### **ARTICLE 4 – UNDERTAKINGS BY LCG**

In consideration of the undertakings by Crime Fighters under this Agreement, LCG agrees to do the following:

A. LPD through its Chief of Police shall:

1. Evaluate and in its discretion approve locations of Cameras requested by Crime Fighters, or suggest such locations to Crime Fighters, subject to the authority of the LCG Department with jurisdiction over the Pole in question, and notify Crime Fighters in writing of any such approval;
2. Submit an attachment application for approval to the LCG Department with jurisdiction over the Pole in question (substantially in the form attached as Exhibit B);
3. Pay to the LCG Department with jurisdiction over the Pole in question the annual Pole rental and the assessment and inspection fees as provided in the Operating Procedures, as to each Camera or other equipment approved by LPD and the LCG Department with jurisdiction over the Pole in question and installed and maintained by Crime Fighters;
4. Pay to the Lafayette Utilities System ("LUS") the electric service charge as provided in the Operating Procedures, as to each Camera or other equipment approved by LPD and the LCG Department with jurisdiction over the Pole in question, installed and maintained by Crime Fighters, and provided electric service by LUS;
5. As to each Camera or other equipment to be connected to Crime Fighters' system via cellular service, [REDACTED]
6. As to each Camera or other equipment to be connected to Crime Fighters' system via [REDACTED] authorize and pay any costs necessary for such use;
7. In its discretion submit users of the Cameras (plus all other cameras on Crime Fighters' system), to Crime Fighters for its approval;

8. Use and approve use of the Cameras (plus all other cameras on Crime Fighters' system) and Crime Fighters' software system only for law enforcement purposes, except as otherwise agreed by Crime Fighters; and
  9. Forbid all approved users from sharing share their passwords or access permissions with any person, and from using the Cameras (plus all other cameras on Crime Fighters' system) or Crime Fighters' software system for any purpose other than law enforcement purposes.
  10. Immediately advise Crime Fighters if a users' password or access permission has been in any way compromised, or if the users' employment with LPD has been terminated.
- B. LUS through its Director shall:
1. Evaluate and in its discretion approve attachment applications for utility Poles or other Poles within the jurisdiction of LUS requested by LPD for Cameras and other equipment, pursuant to the Operating Procedures, provided that LPD has approved the location of the Camera; and
  2. Provide electrical connection and power to Cameras and other equipment approved by the LCG Department with jurisdiction over the Pole in question and installed by Crime Fighters, upon request by Crime Fighters evidencing approval by the relevant Department.
- C. Department of Public Works ("DPW") through its Director shall evaluate and in its discretion approve attachment applications for streetlight Poles or other Poles within the jurisdiction of DPW requested by LPD ~~Crime Fighters~~ for Cameras and other equipment, pursuant to the Operating Procedures, provided that LPD has approved the location of the Camera.
- D. Department of Traffic, Roads and Bridges ("DTRB") through its Director shall:
1. Evaluate and in its discretion approve attachment applications for traffic Poles or other Poles within the jurisdiction of DTRB requested by LPD for Cameras and other equipment, pursuant to the Operating Procedures, provided that LPD has approved the location of the Camera; and
  2. As to each Camera or network equipment to be connected to Crime Fighters' system via [REDACTED] authorize and pay any costs necessary for such use;

#### ARTICLE 5 – INSURANCE

Crime Fighters shall, at all times during the term of this Agreement, at its own cost and expense, maintain the following insurance:



- A. Commercial General Liability insurance for Bodily Injury and Property Damage with limits of \$1,000,000 including, but not limited to, coverage for Premises Operations, Independent Contractors, Products-Completed Operations and Broad Form Contractual Liability with respects to all operations of Crime Fighters under this Agreement;
- B. Automobile Liability insurance policy for Bodily Injury and Property Damage with a combined single limit of \$1,000,000 per occurrence with respects to all operations of Crime Fighters under this Agreement. Also, in the event an automobile not owned by Crime Fighters is utilized in performance of services under this Agreement, then "Hired" and "Non-Owned Auto" coverage is required with limits of \$1,000,000 per occurrence with respect to all operations of Crime Fighters under this Agreement; and
- C. Workers' Compensation insurance and Employer's Liability insurance for Crime Fighters' employees and volunteers. The Workers Compensation insurance shall be for Statutory Louisiana limits and Employer's Liability in the amount of \$100,000 per occurrence. The Workers' Compensation insurance carrier shall provide a waiver of subrogation in favor of the additional named insureds.

As to all insurance required herein, Crime Fighters shall deliver to LCG an appropriate certificate of insurance on a form acceptable to LCG, indicating such coverages effective during the term of this Agreement and it shall provide for written notice to LCG 30 days prior to cancellation or modification of any policy of insurance required hereunder. Crime Fighters shall, if paid for by the Parish, list the City, the Parish, LCG, and their officials, employees, and volunteers as additional named insureds and certificate holders on all insurance policies required by this Agreement.

#### **ARTICLE 6 – INDEMNITY**

- A. Crime Fighters shall defend, indemnify, and hold harmless the City, the Parish, LCG, and their officials, employees, contractors, agents, representatives, and volunteers (collectively the "LCG Indemnitees") from and against any and all suits, actions, claims, and demands, whether based in contract, tort, strict liability, equity, or any other concept or theory of liability, liabilities, losses, damages, expenses, costs, and attorney's fees asserted or imposed against or incurred by the LCG Indemnitees to the extent arising from the negligence or intentional act or omission of Crime Fighters or its officers, employees, contractors, agents, representatives, or volunteers.
- B. LCG shall defend, indemnify, and hold harmless Crime Fighters and its officers, employees, contractors, agents, representatives, and volunteers (collectively the "Crime Fighters Indemnitees") from and against any and all suits, actions, claims, and demands, whether based in contract, tort, strict liability, equity, or any other concept or theory of liability, liabilities, losses, damages, expenses, costs, and attorney's fees asserted or imposed against or incurred by the Crime Fighters Indemnitees to the extent arising from the negligence or intentional act or omission of the City, the Parish, LCG or their officials, employees, contractors, agents, representatives, or volunteers.

## **ARTICLE 7 – LEGAL COMPLIANCE**

Crime Fighters shall, at all times and at its own expense, comply with all federal, state, and local laws, regulations, rules, ordinances, orders, policies, and other regulatory measures now in existence or, as may be hereafter adopted, modified or amended, applicable to Crime Fighters or its actions pursuant to this Agreement.

## **ARTICLE 8 – NOTICES**

Unless otherwise provided in writing by the parties, all notices called for or contemplated hereunder shall be in writing and shall be given by hand delivery or by certified mail, return receipt requested, postage prepaid, at address as set forth below:

Lafayette City-Parish Consolidated Government  
Attn: Mayor-President  
P.O. Box 4017-C  
Lafayette, LA 70502

and

Crime Fighters of Louisiana, LLC  
Attn: Hewitt Brooks Bernard  
2505 Southeast Evangeline Thruway  
Lafayette, LA 70508

## **ARTICLE 9 – MISCELLANEOUS**

### **A. Non-Agency and Non-Employment**

This Agreement shall not be construed to render Crime Fighters an agent or representative of LCG, nor to require or authorize Crime Fighters to perform any function or responsibility of LCG. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, or employer/employee relationship between the City, the Parish, or LCG and Crime Fighters and/or Crime Fighters' employees and volunteers. The City, the Parish, and LCG are not responsible for the wages, pension/retirement contributions, or Workers' Compensation benefits owed to Crime Fighters's employees and volunteers.

In the event that Crimes Fighters receives, or is served, with a public records request, LCG or its designee shall, at its expense, respond to said request.

### **B. Severability**

The parties intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction find any provision to be unenforceable as written, the parties intend and desire that the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If, however, the court should find such provision to be illegal, invalid or unenforceable and not subject to reformation, the court shall sever such provision. In such event, this Agreement shall be construed and enforced



as if such illegal, invalid or unenforceable provision was never a part hereof, and the remaining provisions of this Agreement shall remain in full force and effect.

**C. Survivability**

The provisions of this Agreement that by their nature and content are intended to survive the performance hereof, including but not limited to indemnity provisions, shall so survive the completion and termination of this Agreement.

**D. Assignment**

This Agreement is personal to each of the parties hereto, and neither party may assign, transfer, or delegate any rights or obligations hereunder without the prior written consent of the other party. Such consent shall be at the sole discretion of the other party. Notwithstanding the foregoing, the parties agree that this is not an exclusive agreement, and that Crime Fighters may enter into similar agreements with private persons or other law enforcement agencies or public entities.

**E. Nonwaiver**

The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect, nor constitute a waiver of, any party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior, contemporaneous or subsequent default or breach.

**F. Exhibits**

Exhibits A and B may be modified by LCG, in its sole discretion, upon written notice to Crime Fighters, without the need to amend this Agreement.

**G. Joint Drafting**

This Agreement shall be deemed for all purposes prepared through the joint efforts of the parties and shall not be construed against one party or the other as a result of the preparation, drafting, submittal or other event of negotiation, drafting or execution of this Agreement.

**H. Entire Agreement**

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes and terminates any prior oral or written agreement with respect to the subject matter hereof. No changes or modifications of this Agreement shall be effective unless reduced to writing and signed by the parties.

**I. Attorney Fees and Expenses**

Should any party institute legal proceedings to enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to recover all of its reasonable attorney's fees, costs, and other expenses reasonably and necessarily incurred. Notwithstanding the foregoing, the parties understand and agree that each party shall bear all costs and expenses incurred by it under or in connection with this Agreement.

**J. Governing Law**

This Agreement shall be interpreted and construed, and the legal relations created herein shall be determined, in accordance with the laws of the State of Louisiana, without regard to its conflict of law provisions.

**K. Venue**

The parties hereby agree that jurisdiction and venue shall be mandatory in the Parish of Lafayette, State of Louisiana.

**L. Counterparts**

This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same agreement.

**M. Non-Appropriation of Funds**

Notwithstanding anything to the contrary in this Agreement, the continuation of this Agreement into a new fiscal year (November 1 through October 31) is contingent upon the appropriation of funds by the Parish to fulfill the requirements of the Agreement. If the Parish, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under the Agreement, its obligation to make payment under the Agreement shall terminate on the last day of the fiscal year for which funds were appropriated.

**N. Budgeted Funds**

Notwithstanding anything to the contrary in the Agreement, the parties agree that the maximum amount payable by the Parish under the Agreement shall be that which is the amount budgeted by the Parish for this Agreement. In the event the total amount of this Agreement is increased for any reason, so as to exceed the amount budgeted, the parties agree that the Parish shall not be liable for the amount of such increase until and unless said budget is amended as provided for by LCG's Home Rule Charter to allow for such an increased amount.

SIGNATURE PAGES FOLLOW



IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the 24<sup>th</sup> day of November, 2020, in the presence of the undersigned competent witnesses and Notary, after due reading of the whole.

**WITNESSES:**

**LAFAYETTE CITY-PARISH  
CONSOLIDATED GOVERNMENT**

Anne R. Perret  
Print name: ANNE R. PERRET

BY: [Signature]  
**Joshua Guillory**  
**Mayor-President**

[Signature]  
Print name: Todd Borel


[Signature]  
NOTARY PUBLIC  
Print Name: Gregory J. Logan  
Notary ID/Bar Roll No.: 23395


IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the 25<sup>th</sup> day of November, 2022, in multiple originals, in the presence of the undersigned competent witnesses and Notary, after due reading of the whole.


**WITNESSES:**

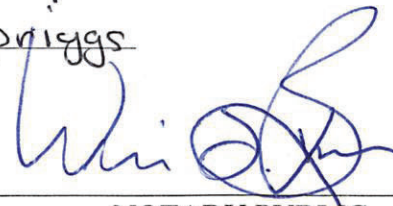
**CRIME FIGHTERS OF  
LOUISIANA, LLC**

BY: **Top Notch Holdings, LLC**

  
Print name: DAVID STROBAND

By:   
**Hewitt Brooks Bernard**  
**Sole Member**

  
Print name: Charles Spriggs

  
\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: William T. Babin  
Notary ID/Bar Roll No.: 37651



## **OPERATING PROCEDURES BETWEEN LAFAYETTE UTILITIES SYSTEM, LAFAYETTE POLICE DEPARTMENT, AND LAFAYETTE PUBLIC WORKS DEPARTMENT FOR SECURITY CAMERA ATTACHMENT**

The Lafayette Police Department (LPD) requests to attach its security cameras and associated facilities to poles owned by Lafayette City-Parish Consolidated Government ("LCG") through its Lafayette Utilities System ("LUS") and Public Works Department.

This Operating Procedures Agreement ("Agreement") sets forth the requirements for LPD to attach its security cameras and associated facilities to LCG/LUS-owned poles. This Agreement is subject to the following terms and conditions:

1. The attachments permitted herein shall be on a case by case basis as permitted by LUS on such form as LUS may prescribe. Attachments will include the equipment and facilities, and mounting standards as described and detailed in Exhibit "A" attached hereto and made a part hereof.
2. Nothing herein shall be construed to compel LCG/LUS to maintain said poles or other facilities longer than, in LUS's judgment, LUS's own business requires. In the event that LUS's electrical systems are placed underground by LUS at a future date, LPD shall, at no cost to LUS, relocate its facilities.
3. Notwithstanding anything contained herein, LPD is not hereby authorized to make any use of its facilities which would violate any term or condition under which LUS provides service, nor shall any provision of this Agreement be construed to require LUS to do, perform, or permit any act that would violate any of the terms or conditions under which LUS provides service.

### **SPECIFICATIONS**

1. All of LPD's attachments shall conform to the then-effective provisions of the National Electric Safety Code ("NESC"), the National Electrical Code ("NEC"), and all laws, ordinances, rules and regulations now in force or which may be enacted in the future by LUS, LCG, and/or by any other governmental body or agency having jurisdiction.
2. Any and all attachments installed and maintained by LPD will be in accordance with the requirements of the NEC, NESC, and American Standards Association Specifications for Outdoor Cables. LPD shall install all necessary grounding for LPD's facilities. No interconnection shall be made between LUS grounds and LPD facility grounds except: (a) where LUS's Director of Utilities or

**EXHIBIT**

**A**



his designee has issued a written approval of LPD's standard grounding procedures; and (b) where such interconnection is in accordance with the then-current version of the NESC or NEC or accepted grounding procedures.

3. If any guying or strengthening of a pole is needed as a result of LPD's attachment, LPD shall accomplish same at LPD's expense. Any additional protective equipment necessary to protect persons or property from damage due to LPD's facilities will be provided by LPD.

4. It shall be the sole responsibility and duty of LPD, prior to making any attachment to LCG's/LUS's poles, to make all necessary arrangements, including those required to ensure compliance with NESC requirements, with other parties using or entitled to use said poles, including, but not limited to, any telecommunications or cable television company.

5. If the pole to which LPD seeks attachment is currently not in compliance with NESC requirements, LPD shall bear the cost of any pole rearrangement, addition, reconstruction or modification required to comply with the NESC, provided that LPD shall be entitled to seek reimbursement of proportionate costs from all entities other than LUS that benefit from the rearrangement, addition or modification for their proportionate share of such costs based solely upon the number of entities other than LUS attaching to the subject pole or poles. For purposes of this provision, the entities other than LUS from whom such reimbursement can be sought are all those who are currently attached to the pole and all those who subsequently attach within two years of the date of LPD's initial attachment.

6. LPD shall make payment in advance to the owner or owners of any other facilities attached to said poles, including LCG/LUS, for any expense incurred in relocating, transferring, replacing, changing, or rearranging such other facilities.

7. LPD shall operate its equipment in such a manner which shall not cause technical interference to the operations of LUS or other entities which have attachments on the poles which predate the execution of this Agreement. During installation of any equipment, LPD shall not cause interference of any kind to the activities of LUS or other entities which have attachments on the poles. If such interference is caused by LPD and cannot be reduced to levels reasonably acceptable to LUS, LPD shall immediately halt all installation work, and LUS may elect to terminate this Agreement by giving Lessee fifteen (15) days written notice.



8. Every five (5) years, or as otherwise specified by LUS, an actual physical inventory of Poles shall be made. LUS and LPD shall share equally the costs of the inventory.

#### **ATTACHMENT REMOVAL; POLE REPLACEMENT/RELOCATION**

1. If LPD desires to remove any attachment or attachments from LCG's/LUS's pole or poles, written notice of such removal shall be given to LCG/LUS at least thirty (30) days prior to such removal.

2. LUS reserves the right to relocate and/or replace any and all of LCG's/LUS's poles at any time. If LUS relocates or replaces a pole or poles, LPD shall relocate its facilities at its own expense within sixty (60) days of written notification, in default of which LUS will perform the relocation and charge LPD for the actual cost. In cases of emergency or necessity, as determined by LUS, LUS may relocate or adjust LPD facilities and charge LPD for the actual cost.

#### **ADDITIONS, EXTENSIONS, REPLACEMENT, RECONSTRUCTION, CONSTRUCTION OR MODIFICATION OF POLES**

1. Whenever LPD requests an attachment that will require new pole facilities, including an additional pole, or an extension, replacement, reconstruction, construction or modification of an existing pole owned or controlled by LCG/LUS, LPD shall make written application to LUS, stating the proposed location of the new, extended, reconstructed or modified poles that are the subject of LPD's request. Notwithstanding anything to the contrary, LUS shall have no obligation to construct new poles, or to extend, replace or reconstruct existing poles, and the decision on whether to grant LPD's request, and the terms and conditions imposed upon any such approval, shall be entirely within the sole discretion of LUS.

#### **FEES, CHARGES AND OTHER CONSIDERATION**

1. An annual rental fee of \$7.00 per pole will be due each year on January 1. The rental for the first year will be prorated from the time that the

permit is granted to the end of that calendar year, and will be payable within thirty (30) days of the date on which the permit is granted.

2. The annual rental fee and the engineering assessment and inspection fee required by this section will be increased to the weighted average of each such fee paid by all other entities attaching to LCG's/LUS's poles whenever the level of each such fee exceeds the levels set forth in this Section.

3. LPD shall make payment in advance to LCG/LUS of a one-time, non-refundable engineering assessment and inspection fee of \$45.00 per pole for any poles to which LPD seeks a new attachment

4. LPD shall bear the costs of any and all adjustments and/or additions made to the facilities of LCG/LUS, including LCG/LUS facilities located on the poles of a third party, in order to accommodate LPD's attachments permitted herein, included, but not limited to, the costs of relocation, additions, extension, replacement, reconstruction, construction, modification or rearrangement of LCG's/LUS's facilities, any costs of relocation, replacement, or rearrangement of the facilities of third parties, any costs of guying or strengthening poles, any costs incurred due to removal of LPD's attachments, and any increased costs to LCG/LUS resulting from the presence of LPD's attachments after LUS modifies any of LPD's facilities.

### **MAINTENANCE**

1. Except for the relocation or replacement of LUS's poles for maintenance purposes as provided for above, LPD's attachments to said poles shall be made and maintained by LPD at LPD's expense in a place and manner reasonably satisfactory to LUS

2. LPD agrees to take any necessary precautions, including but not limited to the installation of protective equipment, to protect all persons and property against injury or damage that may result from LPD's attachments to LCG's/LUS's poles.

### **ASSUMPTION OF RESPONSIBILITY BY LPD**

1. As among all other departments of LCG (including, but not limited to LUS), LPD assumes full responsibility for: (a) any and all liability, claims, suits,



causes of action, proceedings, payments, damages, penalties, losses, and judgments (including, but not limited to, damages or equitable relief), including reasonable attorneys' fees, costs of defense, and expenses, for damages to property caused by LPD's attachments and facilities, including but not limited to, damage to property of third persons, property of LCG/LUS, property of any cable television company, or property of any other telecommunications company; and (b) any and all liability, claims, suits, causes of action, proceedings, payments, damages, penalties, losses, and judgments (including, but not limited to, damages or equitable relief), including reasonable attorneys' fees, costs of defense, and expenses, because of, or related to, personal injuries and/or death of any person including but not limited to injuries and/or death of employees or independent contractors of LPD, LCG, LUS, any cable television company, or any other telecommunications company, resulting, or claimed to result, directly or indirectly, from the operations of LPD or its employees or contractors in installing, repairing, maintaining, operating, or removing LPD's cables, wires or associated facilities, or from the presence of any of LPD's cables, wires or associated facilities in proximity to any of LCG's or LUS's facilities and equipment, or from the attachment of LPD's wires, cables, or associated facilities to LCG's or LUS's poles. In this connection, LPD hereby acknowledges notice that the wires and other facilities of LCG and LUS will at times contain, and will continue to contain, electric energy, and that it is dangerous to the life of any person to contact such wires or other facilities upon or between said poles.

#### **ELECTRIC RATE**

LPD shall be charged per the LUS Schedule C-1 for electric service for its security cameras.

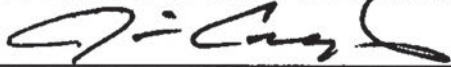
LAFAYETTE UTILITIES SYSTEM:



Printed Name: TERRY HUVAZ

Title: DIRECTOR OF UTILITIES

LAFAYETTE POLICE DEPARTMENT:



Printed Name: JIM CRAFT

Title: Chief of Police

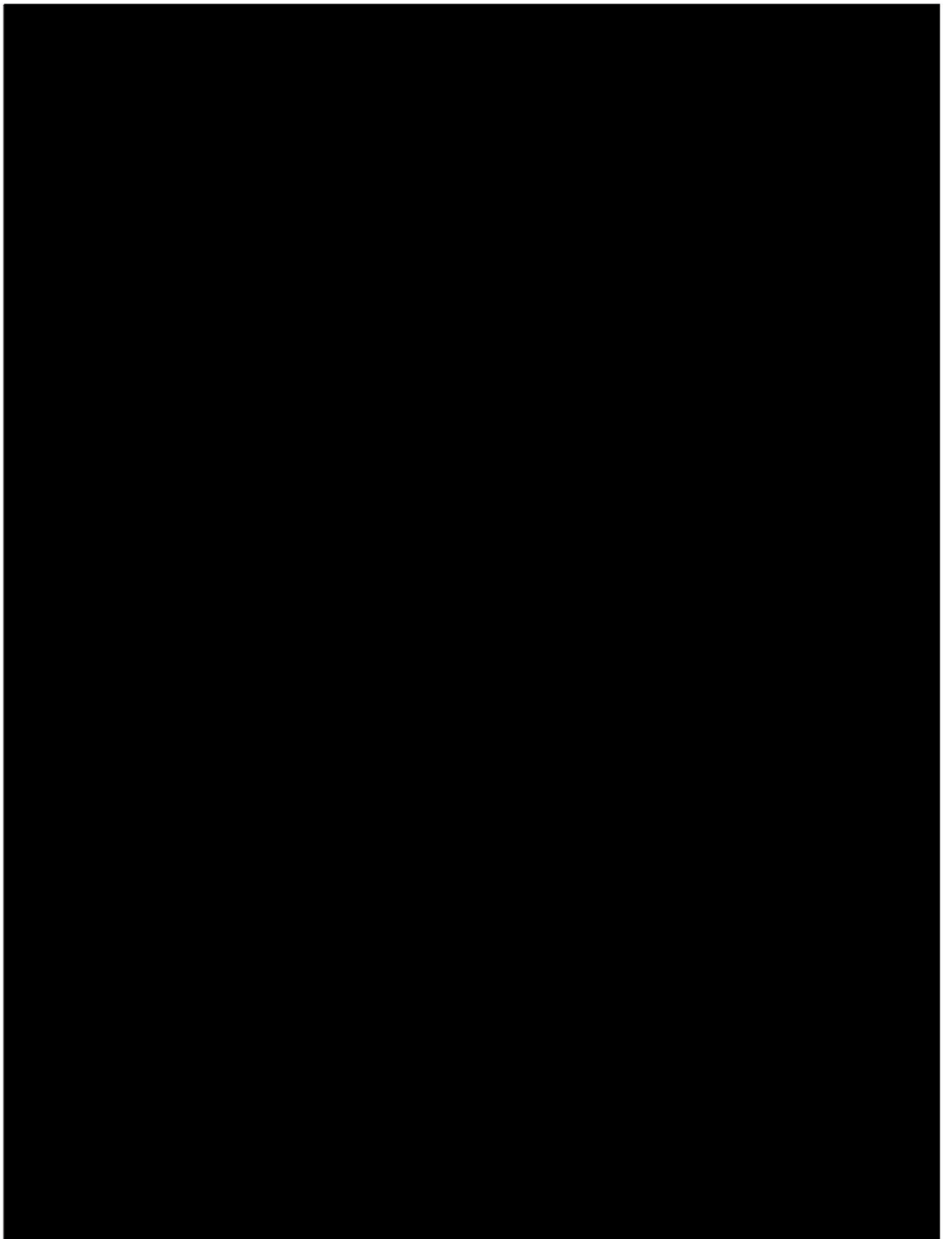
LAFAYETTE PUBLIC WORKS DEPARTMENT:



Printed Name: KEVIN M. BLANCHARD

Title: DIRECTOR OF PUBLIC WORKS







Applicant: \_\_\_\_\_ Pole No: \_\_\_\_\_

## Pole Attachment Application/Approval

Contact: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Pole Coordinates: Latitude \_\_\_\_\_ Longitude \_\_\_\_\_

In accordance with the terms of the current Pole Attachment and Wireless Facility Agreement, application is hereby made for applicant to make attachments to LCG poles as follows:

### Attachments

Pole No	Action Install Remove Relocate	Existing Cable			Proposed Cable			Owner	Wireless				
		Count	Dia. (in)	Weight (lbs/1000')	Count	Dia. (in)	Weight (lbs/1000')		Dimensions (LxWxH)(in)	Weight (lbs)	Pole Offset (in)	TX Freq (Mhz)	RX Freq (Mhz)
	1												
	2												
	3												
	4												
	5												

### Approval

Approval granted \_\_\_\_\_, 20\_\_\_\_, subject to your approval of the following changes and rearrangements at an estimated cost to you of \$ \_\_\_\_\_, payable in advance.

The above changes and rearrangements approved and advance payment therefore enclosed.

LUS Approval: \_\_\_\_\_

Applicant's Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Lafayette Utilities System  
Engineering Division

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

