

# County of Yolo

## PLANNING AND PUBLIC WORKS DEPARTMENT

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JOHN BENCOMO  
DIRECTOR

TO: THE HONORABLE LOIS WOLK, Chair,  
and Members of the Yolo County Board of Supervisors

FROM: JOHN BENCOMO, Director, *for SB*  
Planning and Public Works Department,  
Marshall N. Drack, Economic Development Coordinator

DATE: March 28, 2000

SUBJECT AMENDED Telecommunications Fiber Optic Infrastructure Agreement

### RECOMMENDED ACTION

IT IS RECOMMENDED that the Board of Supervisors:

1. Find that the California Public Utilities Commission (Woodland to West Sacramento) and Yolo County (Woodland to Winters and to the U.C. Davis Campus) have concluded the necessary environmental review for the construction and installation of communications conduit, and that the execution of the attached Agreement, is exempt from further CEQA review; and,
2. Accept offer from Charter Communications, Inc. to provide conduit and fiber optic cable from a point on the UC Davis Campus to Woodland, including connectivity to the City of Winters, and provisions for the Community of Knights Landing; and, conduit and fiber optic cable from points in Woodland to West Sacramento; in exchange for waiver of County inspection fees, County space (rent free) for fiber management equipment, and other consideration; and
3. Authorize the Chair and Clerk of the Board of Supervisors to enter into the attached Joint Facilities Agreement between Yolo County and Charter Communications, Inc.; and,
4. Direct Department of Planning and Public Works and Central Services Agency to implement the Yolo County obligations set forth in the Agreement.

### REASON FOR RECOMMENDED ACTION

To provide new, protected, and necessary telecommunications fiber optic infrastructure between West Sacramento, Woodland, UC Davis and Winters for the County's telephone, emergency services, and data communications purposes.

## **BACKGROUND**

On November 23, 1999, the Board of Supervisors approved an Agreement with Charter Communications, Inc., which included UC Davis and the City of Davis as intended beneficiaries. Subsequent to that Board action, UC Davis and Charter have pursued substantial negotiations, separate and independent of Yolo County, including other parties to their pending Agreement. That Agreement will soon be submitted to the President of the University in Berkeley, and may take as many as nine months for approval, due to UC assets (i.e., easements and rights of way) being at issue.

Therefore, the previous Board Agreement which included UC Davis in the County's scope of work, is no longer accurate, necessary, or timely, and the Agreement must be amended. The Yolo County System will still begin and end on the UC Davis Campus at the original endpoint, it's just that Yolo County is not part of what Charter and UC Davis are doing..

Since Charter and UC Davis are now acting independently of Yolo County, written assurances have been received that the University of California, Davis, will continue to work with Yolo County and the City of Davis to make any connections from the Campus endpoint to agreed upon points within the City of Davis that may be in the mutual interests of the two municipal jurisdictions. Thus, the System remains capable of expansion to serve the City of Davis at such time as the need and abilities are agreed upon by the parties. At present, no discussions have occurred between the City, the University, and the County.

## **EXTENDED BACKGROUND**

Yolo County has need for an emergency communications system, as well as the ability to provide state of the art communications to its staff and public. Yolo County has used direct buried communications cable to do this for the past 17 years. That system must be upgraded as soon as possible. The proposed conduit and fiber optic cable network offered by Charter Communications Inc., is offered in lieu of payment of routine inspection fees, and is also conditioned upon the County providing space convenient and necessary for portions of Charter's system upgrades.

On August 24, 1999, the Yolo County Board of Supervisors authorized the Department of Planning and Public Works to pursue the use of County rights of way, on a case by case basis, for other beneficial purposes. On September 7, 1999, the Yolo County Board of Supervisors authorized the Chairman to enter into an Agreement with Kiewit/Level 3, providing for fiber optic conduit from Woodland to West Sacramento. On October 19, 1999, the Yolo County Board of Supervisors authorized the Chairman to enter into an Agreement providing for fiber optic conduit right of Way, from Woodland to West Sacramento, via Yolo Shortline Railroad.

The attached Agreement with Charter Communications Inc. offers to place fiber optic cable in the existing conduit referred to in the September 7, 1999, and the October 19, 1999 Board of Supervisors' actions, referred to above. (It also amends the previously Board approved Agreement dated November 23, 1999.) The offer also completes the construction and placement of conduit and fiber optic cable from Woodland to other County points of service. The total network has been enhanced to include linkages from West Sacramento, through Woodland, to the Cities of Davis and Winters, with potential connectivity to Knights Landing.

### **BUDGET IMPACT**

Impacts to the Yolo County budget by entering into the attached Agreement, are the potential loss of approximately **\$6,000.00** in inspection fees, in exchange for substantial telecommunications improvements, worth many times the fees waived; and any (potential) loss of rent for a 10 X 12 foot space in the attic of the OES structure at 35 Cottonwood St., Woodland. CA.

### **OTHER AGENCY INVOLVEMENT**

County Counsel, Central Services, Information Technology, UC Davis, UCD Med Center, Yolo Shortline Railroad, Kiewit **Pacific/Level3**, and Charter Communications have acted in concert to identify the constraints and opportunities for the recommended action

### **ATTACHMENTS**

Agreement.

**JOINT FACILITIES AGREEMENT**

**MAR 29 2000**

**BETWEEN YOLO COUNTY, CALIFORNIA  
AND  
CHARTER COMMUNICATIONS PROPERTIES LLC**

PATRICIA CRITTENDEN, CLERK OF THE BOARD  
BY *Patricia Crittenden*  
DEPUTY

**Yolo County Agreement No. 00 - 76**

This Joint Facilities Agreement is entered into this 22nd day of March, 2000, between the County of Yolo ("County"), a political subdivision of the State of California, and Charter Communications Properties LLC ("Provider") an entity being authorized to do business in the state of California, including Yolo County.

**RECITALS**

**WHEREAS**, Provider has carried out the planning and commenced preliminary engineering and design for a Telecommunications System (the "System") connecting the cities of West Sacramento and Woodland, with ties to Winters, and Davis, California, and possibly Knights Landing (the "Project"); and

**WHEREAS**, Provider, to the extent possible, desires to construct a portion of the System in Yolo County, on, under, across and within County rights-of-way, or within County owned conduit; and

**WHEREAS**, Provider will obtain construction, inspection, and encroachment permits and all other required permits, rights-of-way and licenses from County, state and federal regulatory agencies or governing bodies for such construction; and

**WHEREAS**, County presently has fiber optic cable which connects the cities of Woodland and West Sacramento; and

**WHEREAS**, County's fiber optic cable is in need of replacement; and

**WHEREAS**, Provider, by entering into this Joint Facilities Agreement, represents that Provider is willing, able, and has the authority, right and technology to install dedicated strands of fiber optic cable for the express ownership and use of County in accordance with the provisions of this Joint Facilities Agreement; and

**WHEREAS**, Provider agrees that it will commence the first phase of construction of the conduit and installation of fiber optic cable from points and destinations in Woodland, CA, to points and destinations in West Sacramento, CA, (as hereinafter specifically set forth) and will use their best efforts to complete the first phase conduit construction and fiber optic cable installation on or before May 22, 2000; and

**WHEREAS**, Provider understands and agrees that the County is entering into this Joint Facilities Agreement based on the above representations of Provider; and

**WHEREAS**, Provider has agreed, as consideration for entering into this Joint Facilities Agreement, to (a) provide to the County and install, at no cost to County, no less than eight strands of "dark fiber" optic cable between all Project mid-points and

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Yolo County: *Patricia Crittenden*  
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destinations except between the Yolo County Courthouse and the Yolo County Communications Emergency Services Agency Building located at 35 N. Cottonwood St. in Woodland, CA and except between the Yolo County Courthouse and West Sacramento; (b) deliver and install, at no cost to County, no less than twelve strands of "dark fiber" optic cable between the Yolo County Courthouse and the Yolo County Communications Emergency Services Agency Building located at 35 N. Cottonwood St. in Woodland, CA and between the Yolo County Courthouse and West Sacramento; and (c) provide all fiber connectivity, including additional conduit where necessary to all Project mid-points and destinations, and

**WHEREAS**, County has agreed, as consideration for entering into this Joint Facilities Agreement, to: (1) waive its routine construction and inspection fees associated with the Project; and (2) permit Provider to occupy, at no cost to Provider for space rental, (Provider to assume all other costs to use the space including all of its utilities' costs) a 10 foot by 12 foot space in the attic at 35 N. Cottonwood, Woodland, CA, for the sole purposes of maintaining fiber management equipment and multiple fiber transmitters and receivers.

**NOW THEREFORE**, County and Provider agree as follows:

1. **Definitions.**

When used in this Joint Facilities Agreement, the following terms shall mean:

- (a) **Party (ies).** The two entities signing this Joint Facilities Agreement; specifically, the County of Yolo, a political subdivision of the State of California, and Charter Communications Properties LLC d/b/a Charter Communications.
- (b) **Conduit.** A tube manufactured of a protective material through which cable or a broadband communications system, including microwave and satellite links and optical fibers, capable of delivering multiple channels of entertainment programming and non-entertainment information from a set of centralized antennas to a community is conveyed in an underground system.
- (c) **License.** The revocable grant of privilege by County to Provider to enter upon, under and to cross County rights-of-way and County conduit to construct, install, repair, maintain a fiber optic telecommunications system.

2. **Encroachment Permits.**

- (a) The Director of Planning and Public Works of County has issued or will issue an encroachment permit for the placement of conduit and cable comprising a portion of Provider's Fiber Optic Cable System (System) in County road rights-of-way. In addition County hereby grants Charter a non-exclusive license to install portions of its System in the County's fiber optic conduit located along the rail corridor of Yolo Shortline Railroad Company (Shortline) running generally from Woodland to West

Sacramento and in County's fiber optic conduit running generally from Knights Landing to Woodland.

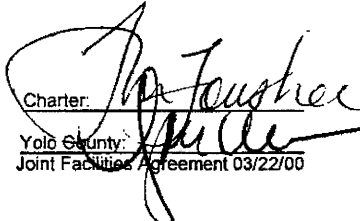
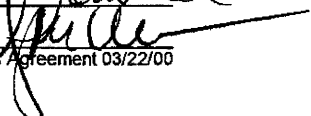
- (b) Provider shall deposit the sum of Six Thousand Dollars (\$6,000.00) with County which represents the estimated encroachment permit fees that County would or could assess, levy or charge Provider for this project pursuant to Encroachment Permit #00-19. County shall hold said \$6,000.00 in escrow pending completion of the project leg extending from Woodland to West Sacramento on or before May 22, 2000. Upon timely completion of this leg of the project, County shall waive its encroachment permit fees and refund said \$6,000.00 to Provider.
- (c) Both Parties acknowledge that slough, creek, stream, river, and/or bridge crossings are specifically excluded from Encroachment Permit #00-19, as is any right of way on University of California Davis properties. Additional permits will be necessary to cross said geographical features. Any additional permits that may be issued by County will not be unreasonably withheld. Further, County, when and where able, will attempt to assist Provider in obtaining any additional permits necessary under this exclusion section. Any conflict between Exhibit A and this section shall be controlled by this Paragraph.

3. **Installation.**

Provider will deliver and install at no cost to County, the following:

- (a) No less than eight strands of "dark fiber" optic cable between all Project mid-points and destinations except between the Yolo County Courthouse and the Yolo County Communications Emergency Services Agency Building located at 35 N. Cottonwood St. in Woodland, CA and except between the Yolo County Courthouse and West Sacramento;
- (b) No less than twelve strands of "dark fiber" optic cable between the Yolo County Courthouse and the Yolo County Communications Emergency Services Agency Building located at 35 N. Cottonwood St. in Woodland, CA and between the Yolo County Courthouse and West Sacramento; and
- (c) All fiber connectivity, including additional conduit where necessary to all Project mid-points and destinations. Provider will make all connections for continuity of Provider's Facilities at Provider's termination points for Provider's interconnect, Provider will make all connections to County's Facilities at points along the routes where fibers have been spliced together. The termination points at County Facilities will be completed by County and paid for by County.

Provider agrees that it will commence construction and placement of fiber from points and destinations in Woodland, CA, to points and destinations in West Sacramento, CA., as their first System priority, and further, will use best efforts to complete that portion of the Project on or before May 22, 2000. All conduit and fiber optic cable will be color-coded for identification as required by the County Administrative Officer, or his designee.

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Installation east bound from Woodland shall be from the Yolo County Communications Emergency Services Agency Bldg., located at 35 North Cottonwood Street, Woodland, through the Yolo County Courthouse, located at 725 Court Street, Woodland; thence to 500 "B" Jefferson Boulevard, West Sacramento, CA (an area more commonly referred to as "Triangle Court"), a distance of approximately 20 miles.

Installation southbound from Woodland shall be from the Yolo County Communications Emergency Services Agency Bldg., located at 35 N Cottonwood Street, Woodland, to a point on the University Campus known as Charter **Headend**, a distance of approximately 15 miles; and from a point of departure on the above Woodland-to-UC Davis-route, installation west bound from County Road 98, along County Roads 31 and 89 to the City Hall of the City of Winters.

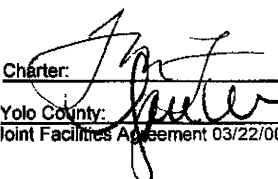
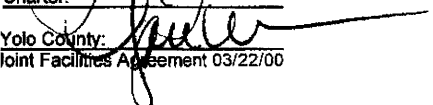
Provider shall ensure all connectivity between all points, such that when completed, all mid-points and destinations are connected to each other. (A general route map of the Project is attached hereto as Exhibit A and incorporated herein by this reference. In the event of a conflict between Exhibit A and this paragraph, this paragraph shall control.)

If Provider elects to extend its System to Knights Landing, Provider shall provide and install, at no cost to County and for the County's exclusive use, no less than eight (8) strands of "dark fiber" optic cable along the entire route from the Shortline right of way at County Road 102, to the Yolo County Branch Library, 42351 Third Street, Knights Landing.

4. **Facilities.**

(a) **Provider Facilities.** Provider Facilities will consist of strands of fiber in specific tubes or portions of tubes within the easements and conduits provided to, obtained or placed by Provider as reflected below and in Exhibit B attached hereto:

	Number of Fiber	Full or Partial Tubes Owned by Provider	Percent Ownership
Section (A) -Charter Communications <b>Headend</b> facility (UC Davis) to County Road 98 @ Hutchison Road	176	14	91.7%
Section (B) -From corner of Hutchison Road and County Road 98, north to County Road 31	164	13	91.1%
Section (C) – County Road 31 from County Road 98 to City of Winters	40	3	83.3%
Section (D) – County Road 98, from County Road 31, north to Cottonwood St. @ W Gibson Road	124	10	93.1%
Section (E) – Cottonwood St. @ W Gibson Rd. north to W Cross St.	148	12	94.9%
Section (F) – W Cross @ Cottonwood St. north on Cottonwood St. to W Court St.	178	12	95.7%

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Section (G)- W. Court St. @ Cottonwood St. to Yolo County OES Building	196	16	96.1%
Section (H) – Yolo County OES building to Locust St. @ Clover Ave.	228	19	95.0%
Section (I) – Locust St. @ Clover Av. to Yolo County Court House	12	2	33.3%
Section (J) – Yolo County Court House to Lemen Av. @ East St.	138	12	92.0%
Section (K) – Lemen Av. @ East St. to Matmor Rd. @ East Main St.	132	11	91.7%
Section (L) – Matmor Rd @ East Main St. to Yolo County Administration Bldg (West Sacramento)	48	4	80.0%

(b) County Facilities. County Facilities will consist of strands of fiber in specific tubes or portions of tubes within the easements and conduits provided to, obtained or placed by Provider as reflected below and in Exhibit B attached hereto:

	Number of Fiber	Full or Partial Tubes Owned by County	Percent Ownership
Section (A) -Charter Communications Headend facility (UC Davis) to County Road 98 @ Hutchison Road	16	1 Brn & 1Brn-Blk	8.3%
Section (B) -From corner of Hutchison Road and County Road 98, north to County Road 31	16	1 Turq. & 1 Brn	8.9%
Section (C) – County Road 31 from County Road 98 to City of Winters	8	1 Brn	16.7%
Section (D) – County Road 98, from County Road 31, north to Cottonwood St. @ W Gibson Road	8	1 Brn	6.1%
Section (E) -Cottonwood St. @ W Gibson Rd. north to W Cross St.	8	1 Brn	5.1%
Section (F) – W Cross @ Cottonwood St., north on Cottonwood St. to W Court St.	8	1 Brn	4.3%
Section (G)- W. Court St. @ Cottonwood St. to Yolo County OES Building	8	1 Brn	3.9%
Section (H) – Yolo County OES building to Locust St. @ Clover Ave.	12	1 Brn	5.0%
Section (I) – Locust St. @ Clover Av. to Yolo County Court House	24	4( Blu, Or, Grn, Brn)	66.7%
Section (J) – Yolo County Court House to Lemen Av. @ East St.	12	1 Brn	8.0%
Section (K) – Lemen Av. @ East St. to Matmor Rd. @ East Main St.	12	1 Brn	8.3 %
Section (L) – Matmor Rd @ East Main St. to Yolo County Administration Bldg (West Sacramento)	12	1 Brn	20.0%

5. **Superior Rights: Rights-of-way.**

- (a) The License to use County conduit is subject and subordinate to the prior and continuing right and obligation of County and Shortline, respectively, to use and maintain its right of way in which the County conduit is placed, including the right and power to construct, maintain, repair, renew, use, operate, change, modify, or relocate public roads and related facilities, railroad tracks, signal, communication, fiber optics, pipelines, and other facilities upon, along, or across any or all parts of their respective properties, all or any of which may be freely done at any time or times by County or Shortline, respectively, without liability to Provider or any other party for compensation or damages. Unless emergency circumstances require otherwise, County shall notify Provider before any construction, maintenance, repair, renewal, use, operation, change, modification, relocation of public roads and related facilities, railroad tracks, signal, communication, fiber optics, pipelines and other facilities planned or initiated by County or of which Shortline has notified County of its intent to do so.
- (b) The foregoing notwithstanding, County herein warrants and agrees to take no action with regard to the conduit which impacts Provider's use of the conduit or Provider's Facilities so as to unreasonably interfere with Provider's services to its customers. County shall give Provider notice and a reasonable opportunity to be heard by the County Board of Supervisors prior to any action which may be deemed by County or Provider to impair the rights of Provider hereunder.

6. **Superior Rights: Conduit.**

The foregoing notwithstanding, County herein warrants and agrees to take no action with regard to County rights-of-way which impacts Provider's use of the conduit or Provider's Facilities so as to unreasonably interfere with Provider's services to its customers, County shall give Provider notice and a reasonable opportunity to be heard by the County Board of Supervisors prior to any action which may be deemed by County or Provider to impair the rights of Provider hereunder.

7. **Method of Installation.**

Provider shall use best efforts to install all cable in buried conduit where commercially reasonable; however, where necessary, Provider shall have the option to install the cable by aerial suspension so long as the method selected is necessary, is the shortest route available, and meets County standards as determined by the County Administrative Officer or his designee. As promptly as possible, but in no event later than three months after the System is installed, Provider shall deliver one hard copy and two electronic copies of "as built" drawings to County. In addition Provider shall at the same time deliver to Shortline one hard copy and two electronic copies of the "as built" drawings showing the portion of the System placed in any Shortline right of way.

8. **Standards.**

Provider shall construct the System using generally accepted industry practices and procedures which meet the reasonable expectation and requirements of the County Administrative Officer or his designee and General Orders of the California Public Utilities Commission.

9. **Permits.**

Provider shall secure and maintain in effect all federal, state and local permits, licenses and rights-of-way required for the construction, installation, operation and maintenance of the System along the route designated in this Joint Facilities Agreement at its sole cost and expense, except the construction and inspection fee waivers exchanged as consideration by County for this Agreement. To the extent legally permissible, County agrees to expedite issuance of all County permits and to cooperate with and assist Provider in securing any other permits or licenses by providing information and data upon request. County shall conduct at its own expense, such proceedings as are required by California Environmental Quality Act in connection with the issuance of a County encroachment permit; however, Provider will conduct its own biological review of the proposed route, and shall submit such information with its application for any construction within County. Provider, shall comply with all applicable California Environmental Quality Act guidelines at all times during construction of County's conduit and fiber optic cable.

10. **Ownership.**

Following the installation of the cable referenced in Paragraphs 3 and 4 above, Provider shall undertake such reasonable steps as necessary to deliver or transfer to County unencumbered ownership of County Facilities as herein defined.

11. **Waiver of Fees and Provision of Space.**

- (a) Provider shall deposit the sum of Six Thousand Dollars (\$6,000.00) which represents the estimated encroachment permit fees that County would or could assess, levy or charge Provider for this project pursuant to Encroachment Permit #00-19. County shall hold said \$6,000.00 in escrow pending completion of the project leg extending from Woodland to West Sacramento on or before May 22, 2000. Upon timely completion of this leg of the Project, County shall waive its encroachment permit fees and refund said \$6,000.00 to Provider.
- (b) In addition to the waiver of fees set forth in Subparagraph 11 (a), upon completion of Paragraphs 1 through 10 above, County shall undertake such steps as to permit Provider to occupy, at no cost to Provider for rental space, a 10 foot by 12 foot space in the attic at 35 N. Cottonwood, Woodland, CA, for the sole purposes of maintaining fiber management equipment and multiple fiber transmitters and receivers. Provider shall be fully responsible for all of its costs to use the space, including all of its utilities' costs, exclusive of space rental costs.

12. **Maintenance.**

Provider hereby agrees to maintain the Facilities referenced in Paragraph 3 and 4 above in operational condition at all times, and County hereby agrees to compensate Provider the reasonable costs associated with Provider's ongoing responsibilities set forth in this Paragraph. In the event of emergencies, Provider shall have the exclusive option to act without notice to County; however, in the event of routine maintenance, Provider shall notify County in writing at least 30 days prior to undertaking any activity to be billed to County. In addition, as to any portion of the System placed in any Shortline right of way, Provider shall comply with the provisions of County's License Agreement with Shortline concerning notice of entry, standards of operation, and relocation, a copy of which is attached hereto as Exhibit C, and incorporated herein by this reference.

13. **Indemnity.**

- (a) Provider agrees to indemnify, defend, protect, and save County harmless from and against any loss of and/or damage to property of County and third parties to whom a duty is owed and all loss and/or damage on account of injury to or death (including employees of the County hereto), arising out of and caused by performance of Provider's obligations under this Joint Facilities Agreement. This indemnity includes, but is not limited to, the plan, design, construction and installation, or subsequent operation, maintenance, repair, reinstallation, relocation, or removal of the System or any part thereof except when such loss and/or damage arises from the negligent or willful misconduct of County, its employees, agents, servants, independent contractors or subcontractors.
- (b) County agrees to indemnify, defend, protect, and save Provider harmless from and against any loss of and/or damage to property of Provider and third parties to whom a duty is owed and all loss and/or damage on account of injury to or death (including employees of the Provider hereto), arising out of and caused by performance of County's obligations under this Joint Facilities Agreement. This indemnity includes, but is not limited to, the plan, design, construction and installation, or subsequent operation, maintenance, repair, reinstallation, relocation, or removal of the System or any part thereof except when such loss and/or damage arises from the negligent or willful misconduct of Provider, its employees, agents, servants, independent contractors or subcontractors.

14. **Abandonment and/or Upgrade.**

- (a) At all times County reserves its rights to abandon or upgrade County Facilities referenced in Paragraph 4(b) above at its sole discretion. The County will be deemed to have abandoned County Facilities upon the expiration of thirty (30) days after County Board of Supervisors has given written notice to Provider of its intent to abandon the Facilities.

- (b) At such point and time when abandonment by County has occurred, Provider shall have the exclusive use of the fiber optic cable referred to in Paragraphs 3 and 4(b) so long as Provider's use does not in any way interfere with County operations or the operations at any of the locations identified at Paragraphs 3 and 4.
- (c) Nothing in this Agreement shall be deemed to prevent Provider from obtaining rights of entry from former users of the abandoned facilities.
- (d) Nothing in this Agreement shall be deemed to preclude County from upgrading or improving its portion of the Facilities described in Paragraphs 3 and 4 so long as in doing so, County does not impair the rights of Provider hereunder.

15. **Term.**

- (a) The term of this Agreement shall begin when fully executed by the Parties. Once the Facilities described in Paragraphs 3 and 4 are properly installed and fully operational, Provider shall have complete and absolute ownership rights in that portion of the Facilities described in Paragraphs 3 and 4 as owned by Provider and County shall have complete and absolute ownership rights in that portion of the Facilities described in Paragraphs 3 and 4 as owned by County. Pursuant to the terms of this Joint Facilities Agreement, Provider agrees to maintain all of the Facilities described in Paragraph 4, whether owned by Provider or County, for at least thirty (30) years from the date set forth in the beginning paragraph of this Joint Facilities Agreement. Thereafter, Provider agrees to maintain that portion of the Facilities described in Paragraphs 3 and 4 as owned by County for so long as Provider maintains that portion of the Facilities described in Paragraphs 3 and 4 as owned by Provider. In the event that after thirty (30) years Provider determines that it is not in its best interests to continue to maintain any portion of the Facilities described in Paragraphs 3 and 4, then it shall give County at least six (6) months advance written notice prior to its termination of maintenance of any portion of the Facilities described in Paragraphs 3 and 4 of this Joint Facilities Agreement.
- (b) For so long as Provider continues to maintain County's portion of the Facilities described in Paragraphs 3 and 4, County shall permit Provider to occupy space in the attic of 35 N. Cottonwood in Woodland, CA or, in the event that such space is no longer available, in comparable space reasonably acceptable to Provider. County's permission to occupy this space is subject to the terms and conditions set forth in Paragraph 1 l(b). If and when Provider ceases to maintain County's portion of the Facilities described in Paragraphs 3 and 4, Provider shall promptly vacate the space it occupies pursuant to Paragraphs 1 l(b) and 15(b) and restore the premises to its condition prior to Provider's occupancy subject to reasonable wear and tear.

16. **Possessory Interest.**

The interest in County rights-of-way and in County conduit created in Provider by this Joint Facilities Agreement may be a possessory interest subject to property taxation, and Provider may be subject to the payment of property taxes levied on the interest. Provider shall be solely responsible for the payment of such taxes.

17. **Public Liability and Property Damage Insurance**

(a) During the term of this Joint Facilities Agreement, Provider and County shall at all times maintain, at their own expense, general liability insurance and employers' liability insurance. The amount of each such policy shall be no less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit per occurrence for personal injury and property damage and shall be subject to the following:

1. Any insurance maintained by Provider shall be primary for the liabilities and obligations undertaken by Provider under this Joint Facilities Agreement.
2. Any insurance maintained by County shall be primary for the liabilities and obligations undertaken by County under this Joint Facilities Agreement.
3. Each insurance policy shall not be canceled or non-renewed until after thirty (30) days written notice has first been given to Provider or County by the Party proposing to cancel or non-renew the respective policy.
4. The respective coverage shall include claims arising out of Provider's or County's use of motor vehicles, including owned, non-owned, and hired motor vehicles.
5. The liability coverage shall not exclude liability assumed by written contract or agreement.
6. The insurance shall be placed with insurers with a current A.M. Best rating of no less than A:VII, unless a lesser rating is acceptable to the respective Party's risk manager.
7. Any self-insured retentions proposed by either Party must be declared to and approved by the respective Party's risk manager. As the case may be, Provider or County shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(b) No later than five (5) calendar days following execution of this Joint Facilities Agreement by both Parties, each shall provide to the other's risk manager certificates indicating the existence of the insurance required herein, on insurance certificate forms acceptable to each Party's risk manager. Such certificates shall be executed by a duly authorized agent of each Party's insurance provider.

18. **Succession; Non-Assignability**

This Joint Facilities Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors or assigns: provided however, that no assignment hereof shall be valid for any purpose without the prior written consent of the other Party which shall not be unreasonably withheld. Notwithstanding the foregoing, County agrees Provider is authorized to freely assign and/or transfer rights and obligations under this Agreement to or between its affiliates and subsidiaries which are controlling, controlled by or under common control of Provider.

19. **Notices.**

(a) Unless otherwise provided herein, all notices and communications concerning this Joint Facilities Agreement shall be addressed to:

If to Yolo County: Director of Planning and Public Works  
County of Yolo  
292 West Beamer Street  
Woodland, CA 95695

If to Provider: **Charter** Communications  
ATTENTION: System Manager  
1031 Triangle Court  
West Sacramento, CA.95691

With copy to: Charter Communications  
Attn: Legal Department - General Counsel  
12444 Powerscourt Drive  
St. Louis, Missouri 63131

or at such other addresses as may be designated in writing to the other Party.

(b) Unless otherwise provided herein, notices shall be sent by a verifiable written transmission, and shall be deemed served or delivered to addressee, or its office, upon the date of its receipt or return receipt acknowledgment or, if postal claim notice is given, on the date of its return marked "unclaimed;" provided however, that upon receipt of a returned notice marked "unclaimed", the sending Party shall make reasonable effort to contact and notify the other Party.

20. **Waiver Of Breach.**

The waiver by either Party hereto of the breach of any condition, covenant, or agreement herein contained to be kept, observed and performed by the other Party shall in no way impair the right of the waiving Party to avail itself of remedies for any subsequent breach thereof

21. **Consent.**

Wherever the consent, approval, judgment or determination of a Party is required or permitted under this Joint Facilities Agreement, such shall be given in writing within thirty (30) days or less, as the circumstances require, of the other Party's request. The Party from whom consent is requested shall exercise good faith and reasonable business judgment in withholding or delaying such consent.

22. **Modifications.**

- (a) The provisions of this Joint Facilities Agreement may be modified at any time by agreement of the Parties hereto, provided such modification is in writing and signed by all Parties to this Joint Facilities Agreement.
- (b) For so long as Provider continues to provide maintenance of the Facilities described in Paragraphs 3 and 4 pursuant to this Joint Facilities Agreement, the Parties commit to a positive and constructive working relationship based on good faith and fair dealing. When circumstances occur that are not included within the terms of this Joint Facilities Agreement but which impact either or both Parties in any way, then the Parties commit to prompt and good faith negotiations to take such action as necessary to address such circumstances in a manner that does not unreasonably and inequitably impact either Party.

23. **Legal Forum.**

This Joint Facilities Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction. Any litigation concerning this Joint Facilities Agreement shall be filed in a state court in Woodland, California or the federal district court in Sacramento, California.

24. **Authorized Representative**

- (a) The person executing this Joint Facilities Agreement on behalf of Provider affirmatively represents that he or she has the requisite legal authority to enter into this Joint Facilities Agreement on behalf of Provider and to bind Provider to the terms and conditions of this Joint Facilities Agreement. The person executing this Joint Facilities Agreement on behalf of Provider understands that County is relying upon the statements and representations of Provider given to induce entering into this Joint Facilities Agreement.
- (b) The person executing this Joint Facilities Agreement on behalf of County affirmatively represents that he or she has the requisite legal authority to enter into this Joint Facilities Agreement on behalf of County and to bind County to the terms and conditions of this Joint Facilities Agreement. The person executing this Joint Facilities Agreement on behalf of County understands that. Provider is relying upon the statements and

representations of County given to induce entering into this Joint Facilities Agreement.

**25. Titles, Headings and Captions.**

The titles, headings and captions used herein are for reference and convenience only and shall not constitute part of this Agreement.

**26. Severability.**

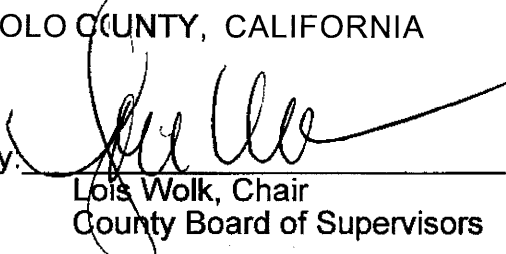
If any provision of this Agreement is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such provision had not be included.

**27. Entire Agreement.**


This Joint Facilities Agreement, including the attached Exhibits, shall constitute the entire Agreement between County and Provider and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the Parties as to the language of this Joint Facilities Agreement or the construction or meaning of any term hereof, this Joint Facilities Agreement shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed entirely against one Party to this Joint Facilities Agreement.

**IN WITNESS WHEREOF**, the **duly** authorized representative of the Parties have executed this Joint Facilities Agreement as of the above stated date.

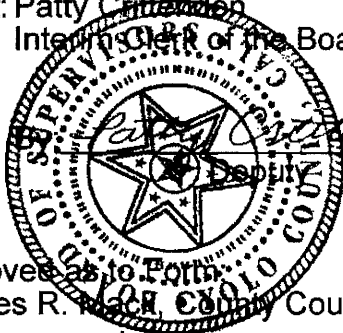
YOLO COUNTY, CALIFORNIA

By:   
Lois Wolk, Chair  
County Board of Supervisors

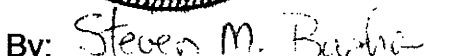
CHARTER COMMUNICATIONS  
PROPERTIES LLC d/b/a  
CHART & COMMUNICATIONS

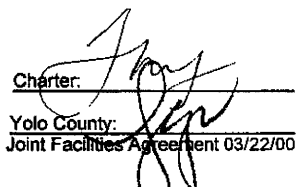
By:   
Trudi McCollum Foushee  
Vice President and Sr. Counsel

Attest:   
Patty Crittendon  
Interim Clerk of the Board



Approved as to Form:  
Charles R. Mack, County Counsel

By:   
Steven M. Basha, Assistant

  
Charter:  
Yolo County:  
Joint Facilities Agreement 03/22/00

STATE OF Missouri )  
 ) SS  
COUNTY OF St. Louis )

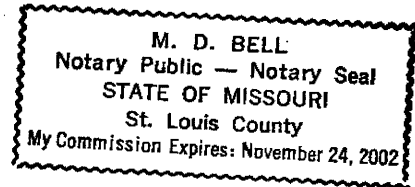
On this day personally appeared Trudi McCollum Foushee to me known, to be the Vice President of Charter Communications Properties LLC, who executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

GIVEN under my hand and official seal this 22nd day of March, 2000.

M. D. Bell  
Notary Public

My commission expires:

November 24, 2002



STATE OF California )  
 ) SS:  
COUNTY OF Yolo )

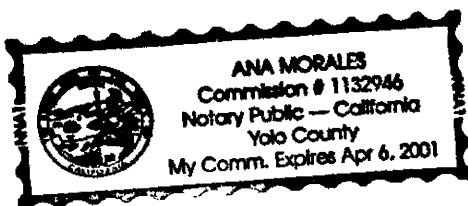
On this day personally appeared Lois Wolk to me known, to be the Chair, Yolo County Board of Supervisors of Yolo County who executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

GIVEN under my hand and official seal this 29th day of March, 2000.

Ana Morales  
Notary Public

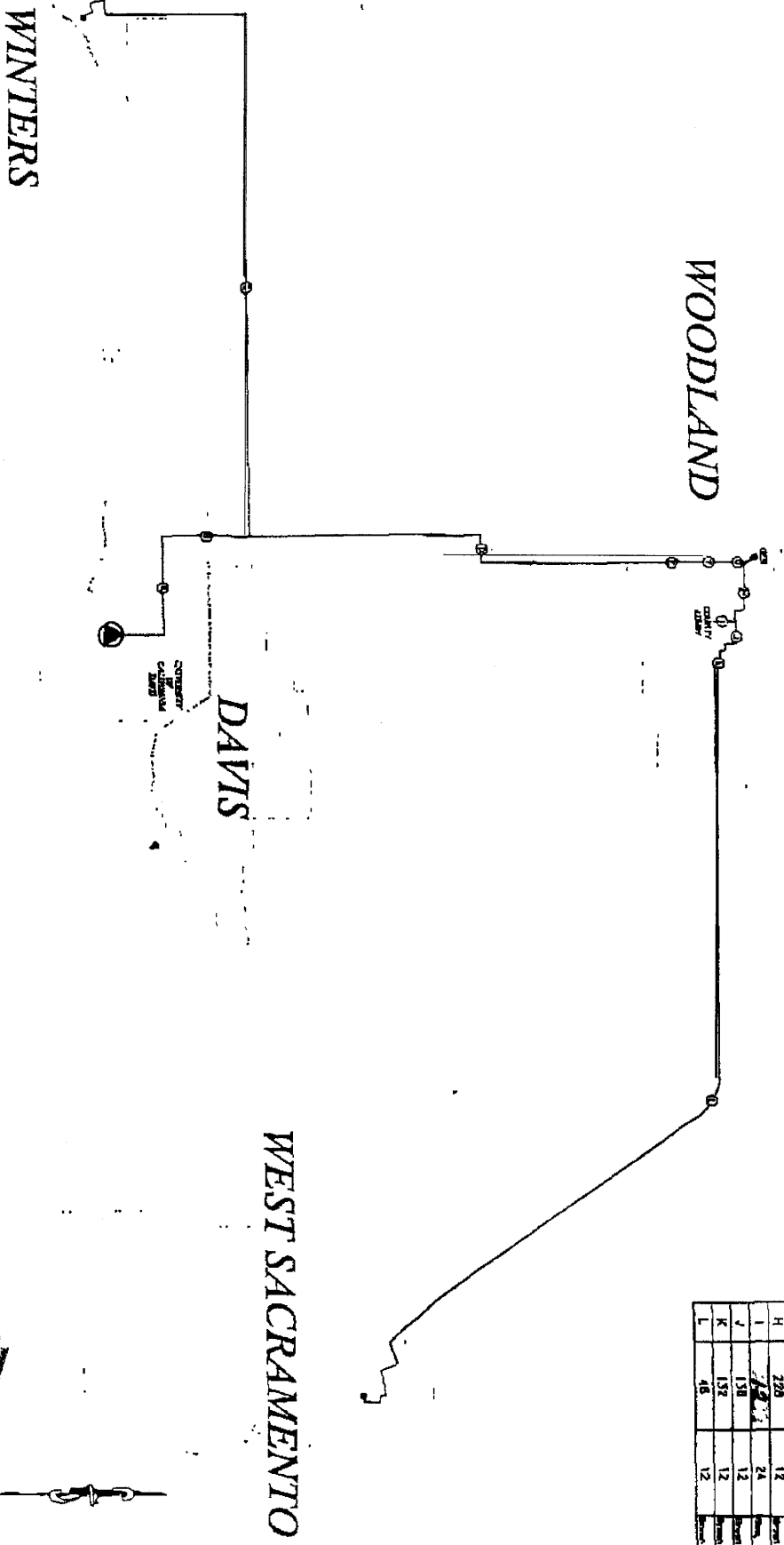
My commission expires:

4/6/01



Charter: Trudi Foushee  
Yolo County:  
Joint Facilities Agreement 03/22/00

# EXHIBIT "A"



ITEM	CHARTER	HOLD COUNTY	County
A	176	18	County
B	164	16	County
C	40	5	County
D	124	9	County
E	146	8	County
F	176	8	County
G	186	8	County
H	229	12	County
I	187	24	County
J	158	12	County
K	157	12	County
L	46	12	County



**EXHIBIT B**

**OPTICAL FIBER FACILITIES OWNERSHIP PERCENTAGES**

**Overall Fiber Ownership Percentages**

	Percent
Charter Communications	<b>91.7%</b>
Yolo County, California	<b>8.3%</b>
<b>TOTAL</b>	<b>100.0%</b>

**FIBER OWNERSHIP PERCENTAGES BY SECTION**

**Section (A) -Charter Communications Headend facility (UC Davis) to County Road 98 @ Hutchison Road**

	Number of Fiber	Buffer Tubes Owned by Each Party	Percent Ownership
Charter Communications	176	14	91.7%
Yolo County, California	16	1 Brn & 1 Brn-Blk	6.3%
<b>Total</b>	<b>192</b>	<b>16</b>	<b>100.0%</b>

**Section (B) -From corner of Hutchison Road and County Road 99, north to County Road 31**

	Number of Fiber	Buffer Tubes Owned by Each Party	Percent Ownership
Charter Communications	164	13	91.1%
Yolo County, California	16	1 Turq. & 1 Brn	8.9%
<b>Total</b>	<b>180</b>	<b>15</b>	<b>100.0%</b>

**Section (C) – County Road 31 from County Road 98 to City of Winters**

	Number of Fiber	Buffer Tubes Owned by Each Party	Percent Ownership
Charter Communications	40	3	83.4%
Yolo County, California	8	1 Brn	16.6%
<b>Total</b>	<b>48</b>	<b>4</b>	<b>100.0%</b>

**Section (D) -County Road 99, from County Road 31, north to Cottonwood St. @ W Gibson Road**

	Number of Fiber	Buffer Tubes Owned by Each Party	Percent Ownership
Charter Communications	124	10	93.1%
Yolo County, California	8	1 Brn	6.1%
<b>Total</b>	<b>132</b>	<b>11</b>	<b>100.0 %</b>

**Section (E) – Cottonwood St. @ W Gibson Rd. north to W Cross St.**

	Number of Fiber	Buffer Tubes Owned by Each Party	Percent Ownership
Charter Communications	148	12	94.9%
Yolo County, California	8	1 Brn	5.1%
<b>Total</b>	<b>156</b>	<b>13</b>	<b>100.0%</b>

**Section (F) – W Cross @ Cottonwood St., north on Cottonwood St. to W Court St.**

	Number of Fiber	Buffer Tubes Owned by Each Party	Percent Ownership
Charter Communications	178	12	95.7%
Yolo County, California	a	1 Brn	4.3%
<b>Total</b>	<b>186</b>	<b>13</b>	<b>100.0%</b>

**Section (G)- W. Court St. @Cottonwood St. to Yolo County OES Building**

	Number of Fiber	Buffer Tubes Owned by Each Party	Percent Ownership
Charter Communications	196	16	96.1%
Yolo County, California	a	1 Brn	3.9%
<b>Total</b>	<b>204</b>	<b>17</b>	<b>100.0%</b>

**Section (H) – Yolo County OES building to Locust St. @ Clover Av.**

	Number of Fiber	Buffer Tubes Owned by Each Party	Percent Ownership
Charter Communications	228	19	95.0%
Yolo County, California	12	1 Brn	5.0%
<b>Total</b>	<b>240</b>	<b>20</b>	<b>100.0%</b>

**Section (I) – Locust St. @ Clover Av. to Yolo County Court House**

	Number of Fiber	Buffer Tubes Owned by Each Party	Percent Ownership
Charter Communications	12	2	33.3%
Yolo County, California	24	4( Blu, Or, Grn, Brn)	66.7%
<b>Total</b>	<b>36</b>	<b>6</b>	<b>100.0%</b>

**Section (J) – Yolo County Court House to Lemen Av. @ East St.**

	Number of Fiber	Buffer Tubes Owned by Each Party	Percent Ownership
Charter Communications	138	12	92.0%
Yolo County, California	12	1 Brn	8.0%
<b>Total</b>	<b>150</b>	<b>13</b>	<b>100.0%</b>

**Section (K) – Lemen Av. @ East St. to Matmor Rd. @ East Main St.**

	Number of Fiber	Buffer Tubes Owned by Each Party	Percent Ownership
Charter Communications	132	11	91.7%
Yolo County, California	12	1 Brn	8.3%
<b>Total</b>	<b>144</b>	<b>12</b>	<b>100.0%</b>

**Section (L) – Matmor Rd @ East Main St. to Yolo County Administration Bldg (West Sacramento)**

	Number of Fiber	Buffer Tubes Owned by Each Party	Percent Ownership
Charter Communications	48	4	80.0%
Yolo County, California	12	1 Brn	20.0%
<b>Total</b>	<b>60</b>	<b>5</b>	<b>100.0%</b>