

2. Approval of Commercial Account Right of Entry Agreement with Charter Communications Operating, LLC for the installation of High-Speed Internet Service at the Green Bay Jail and the Tim Curry Criminal Justice Center



COMMISSIONERS COURT COMMUNICATION

REFERENCE NUMBER _____

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DATE: 05/07/2024

**SUBJECT: APPROVAL OF COMMERCIAL ACCOUNT RIGHT OF ENTRY
AGREEMENT WITH CHARTER COMMUNICATIONS
OPERATING, LLC FOR THE INSTALLATION OF HIGH-SPEED
INTERNET SERVICE AT THE GREEN BAY JAIL AND THE TIM
CURRY CRIMINAL JUSTICE CENTER**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve a Commercial Account Right of Entry (ROE) Agreement with Charter Communications Operating, LLC (Charter) for the installation of high-speed internet service at the Green Bay Jail, located at 2500 Urban Drive, Fort Worth, and the Tim Curry Criminal Justice Center (TCCJC), located at 401 West Belknap Street, Fort Worth.

BACKGROUND

The Tarrant County Sheriff's Office seeks to expand the inmate tablet system to provide every inmate with access to a tablet; however, the current internet speeds at Green Bay Jail cannot accommodate this change.

In addition, the Law Library located at the TCCJC must increase the current internet speed to support the newly established Tarrant County College Welding Classes approved by the Commissioners Court on November 7, 2023, through Court Order #142115.

The TCSO and Information Technology Department (ITD) contacted Facilities Management and advised that Charter requires a signed ROE agreement prior to providing the requested high-speed internet services for Green Bay Jail and the TCCJC Law Library. Neither of these buildings currently have high-speed internet service available.

The Criminal District Attorney's Office has reviewed the agreement as to form.

FISCAL IMPACT

There is no fiscal impact associated with this item.

SUBMITTED BY:	Facilities Management	PREPARED BY: APPROVED BY:	Chad Raines Michael Amador
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COMMERCIAL ACCOUNT RIGHT OF ENTRY AGREEMENT

This Commercial Account Right of Entry Agreement ("Agreement") is by and between **Tarrant County, Texas** ("Owner"), with a mailing address of **100 E Weatherford, Fort Worth, TX 76196**, and owning real estate located at **2500 Urban Dr., Fort Worth, TX 76106** and **401 W Belknap St, Fort Worth, TX 76196** ("Premises"), and **Charter Communications Operating, LLC**, on behalf of itself and its affiliates (collectively, "Charter"), with a mailing address of 12405 Powerscourt Drive, St. Louis, MO 63131, Attn: Commercial Contracts Management. This Agreement commences on the later of the execution dates set forth below ("Effective Date"). Charter and Owner may be referred to herein individually as a "Party" or collectively as the "Parties".

1. RIGHT OF ENTRY AND EQUIPMENT.

- a. In consideration of the mutual benefits and obligations set forth herein, Owner hereby grants to Charter and its authorized agents a non-exclusive right of entry to the Premises and those buildings of Owner located on the Premises (including building roof top(s)) ("Buildings") for the installation, maintenance, and removal of any equipment, facilities, and other communications accessories (collectively, "Equipment") to provide any of Charter's services ("Services") to any customers who can receive Services by such Equipment. Owner also hereby authorizes Charter to use those conduits and ducts of Owner that Owner may designate as available for Charter's use (collectively "Conduit").
- b. The rights herein granted to Charter include use of available power at the Premises, together with the right to access and use all risers in the Buildings, Building utility entrance facilities, utility closets in the Buildings, and other areas on the Premises and Buildings as is reasonably required for the purpose set forth herein.
- c. Charter shall, at its sole cost, install the Equipment in accordance with generally accepted industry standards, applicable laws and regulations. Charter shall secure all permits necessary for the installation, maintenance, or removal of the Equipment. The Equipment is not a fixture of the Premises. If requested by Owner, Charter shall provide to Owner the proposed route for installation of Equipment on the Premises.
- d. Charter shall at its sole expense, repair and restore all physical damage to portions of the Premises damaged by Charter to its condition existing immediately prior to such damage, normal wear and tear excepted.

2. OWNER REPRESENTATIONS. Owner affirms that it is the legal owner of the Premises, the Building(s), and Conduit (if applicable), and confirms that Charter will be granted all rights under this Agreement. Owner recognizes Charter's right to have exclusive control over its Equipment, and Owner will not attach to or use, and will not knowingly allow a third party to attach to or use, Charter's Equipment for any purpose without Charter's prior written consent.

3. PUBLIC UTILITIES. Charter will contact and coordinate with local agencies to physically mark the location of all public utility lines (including, but not limited to, water, electric, phone, and sewer lines) that are located in areas in which Charter intends to install the Equipment. Owner shall not interfere with the markings designating such locations until installation is complete. Charter shall be responsible for any damage to public utility lines on the Premises to the extent such damage arises from Charter's installation activities.

4. PRIVATE UNDERGROUND LINES. If Owner has private underground lines at the Premises that could impact Charter's installation of Equipment, including, but not limited to, sprinklers, sprinkler heads, drains, cables, pipes, and wires (collectively, "Impacted Private Lines"), then both Parties (provided that Owner has knowledge of the location of Impacted Private Lines) shall, in advance of any underground construction performed by Charter, work together to research the existence of all Impacted Private Lines ("Joint Effort"). In order to facilitate the Joint Effort, Owner's authorized representative information is provided below. (Please print clearly)

Name:

Address and/or email:

Phone:

The Parties will then determine whether to locate and mark Impacted Private Lines, including, but not limited to, the methods and arrangements, and if deemed by the Parties necessary to do so, a qualified Charter contractor shall locate (including verification of) and mark all Impacted Private Lines to the extent required by Charter. Once the Impacted Private Lines have been located and marked, if Charter damages any Impacted Private Lines in the location in which Charter installs any Equipment, and only to the extent such damage(s) arise from Charter's Equipment installation activities, then Charter shall promptly repair such damage(s) to Owner's reasonable satisfaction after receipt of written notice from Owner describing the scope and extent of such damage(s), which written notice shall be provided to Charter no later than thirty (30) days after Charter's initial installation of Equipment.

5. TERM. The term of this Agreement commences on the Effective Date and shall remain in full force and effect until the later of: (i) the date that is 5 years after the Effective Date, or (ii) the date that is 6 months after the date that Charter is no longer providing Services to any customer on the Premises (the "Term"). Should any customer on the Premises request Services during such 6-month period, the Agreement shall continue until it expires or is terminated in accordance with the terms of this Agreement. Charter may, within 90 days after the expiration or termination of this Agreement, elect to remove Charter's Equipment or abandon



in-place all or certain portions of Charter's Equipment at the Premises which, upon abandonment, shall be deemed the property of the Owner with lien free title thereto passing immediately to Owner at no cost to Owner.

6. **ASSIGNMENT.** This Agreement may be freely assigned by either Party, provided that the assignee agrees in writing to assume all of the obligations of assignor hereunder, and be bound by all of the terms and conditions of this Agreement. Notwithstanding anything to the contrary herein, either Party shall be obligated to assign this Agreement to a successor in interest in the event of a change of control resulting from a merger, sale of stock or sale of all or substantially all of the assets of the Party related to the Services or applicable Buildings. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their successors, legal representatives, and assigns.
7. **LIMITATION OF LIABILITY.** CHARTER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL CHARTER OR OWNER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.
8. **INDEMNIFICATION.** Charter agrees to indemnify, defend, and hold Owner harmless from and against any and all damages, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys' fees) arising from third party claims for bodily injury, including death, to persons or damage to tangible property caused by or resulting from Charter's acts or omissions in the performance of any work, maintenance, or operation of its Equipment, except to the extent caused by the negligence or willful misconduct of Owner, for which Owner shall remain responsible.
9. **INSURANCE.** Charter shall maintain, at Charter's sole cost and expense, (i) commercial general liability insurance including Property Damage, Bodily Injury and contractual liability insurance subject to standard insurance carrier exclusions, in the amount of \$2,000,000 each occurrence covering (a) to the extent caused by acts of Charter, damages to the Premises and (b) the operations of Charter at the Premises, (ii) Auto Liability, including Bodily Injury and property damage in the amount of \$1,000,000 each accident, and (iii) worker's compensation insurance to comply with the applicable laws of the State the Premises is located in.
10. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State where the Premises is located.
11. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement constitutes the entire agreement between the Parties with respect to, and supersedes all prior agreements, promises, and understandings, whether oral or written, with respect to, the subject matter contained herein. This Agreement shall not be modified except by a written document signed by both Parties.
12. **SEVERABILITY.** If any term or provision of this Agreement is determined to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had not been contained herein.
13. **NO WAIVER.** To be effective, all waivers under this Agreement must be in writing and signed by the Party making such waiver.
14. **AUTHORIZED SIGNATORY.** If the Owner is not executing this Agreement, the person executing on behalf of Owner represents that the undersigned is Owner's authorized agent and has full authority to bind Owner to this Agreement.
15. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be signed in counterparts, which may be transmitted electronically, each of which will be fully effective as an original and all of which together constitute one and the same instrument.

CHARTER COMMUNICATIONS OPERATING, LLC

By: Charter Communications, Inc., its Manager

By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

OWNER OR ITS AUTHORIZED AGENT:

Tarrant County, Texas
(Print or type Owner's legal entity name above)

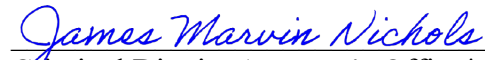
By: _____
(Signature)

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:


Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.