

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: August 30, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Brasgalla, (915) 212-1570
David Coronado, (915) 212-7505

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: Goal 1 - Create an Environment Conducive to Strong, Sustainable Economic Development

SUBJECT:

A Resolution authorizing the City Manager to sign a License Agreement between the City of El Paso and AT&T Corp. for the install, repair and maintain of fiber optic conduit running across the Paso Del Norte Bridge, for a term of seven (7) years with the option of three additional five-year terms, for a Total Fee of \$61,320.23, which is subject to a 5% annual increase.

BACKGROUND / DISCUSSION:

The City Council initially approved a special permit in 1985 between the City and AT&T Communications for long distance telecommunications facilities, which included the subject property. AT&T has constructed and operated telecommunications facilities that are the subject of this license agreement since that date. Changes in Texas state law regarding telecommunications facilities have rendered the previous agreement null. The Licensee therefore wishes to enter into a new license agreement with the City. Similar agreements exist with other telecommunications providers at the Stanton Street and Zaragoza Bridges.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

AMOUNT AND SOURCE OF FUNDING:

N/A

PRIMARY DEPARTMENT: International Bridges

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

David A. Coronado

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a License Agreement between the City of El Paso (the "City") and AT&T Corp. (hereinafter the "Licensee"), for Licensee to install, repair and maintain fiber optic conduit running across the Paso Del Norte Bridge, for a term of seven (7) years beginning on the date of the City's approval with the option of three additional five year terms, for an Annual Fee and Bridge License Fee of \$61,320.23, which is subject to a 5% annual increase.

APPROVED this ____ day of _____ 2022.

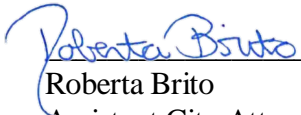
THE CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

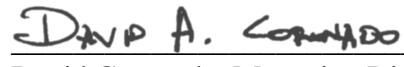
Laura Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



David Coronado, Managing Director
Economic Development and
International Bridges Department

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“*Agreement*”) is made and entered into this ____ day of _____ 2022, by and between the CITY OF EL PASO, Texas, a municipal corporation, in the State of Texas (“*City*”), and AT&T Corp. (“*Licensee*”).

WITNESSETH

WHEREAS, Licensee has existing telecommunication lines running beneath the Paso Del Norte Bridge; and

WHEREAS, previous agreements between the City and Licensee have expired; and

WHEREAS, the parties desire to enter into this Agreement to recognize the existing lines and set forth the duties and responsibilities of the parties.

NOW THEREFORE, in consideration of these promises and of the mutual covenants and agreements of the parties, the parties agree as follows:

SECTION 1. SCOPE AND PURPOSE

A. The City hereby grants to Licensee, a non-exclusive license (hereinafter referred to as “**Agreement**”) to operate, repair, replace and maintain across and along a portion of the City-owned Paso Del Norte International Bridge, bridge administration building, bridge approach and all other City-owned related real property (hereinafter referred to as “**Bridge**” or “**City Property**”) all necessary or desirable wires, cables, junction boxes, communication vaults or other structures or appurtenances necessary, in connection with a fiber optic telecommunications network, not including cable television or local exchange telephone service, to provide fiber optic telecommunications service, between the City of El Paso and Cd. Juarez including, but not limited to, two 5/8-inch conduit cables in a shared duct system and an on-site connection with the Licensee's fiber located in the City's right-of-way at a splice box located on the Bridge approach, all as to be further shown on the approved Plans, and as generally shown in “**Exhibit A**”, hereinafter referred to as the “**Infrastructure**”.

B. This Agreement shall not permit, or be construed to permit, any other private use of the City Property, which impairs its function as an international bridge, right-of-way, bridge management, or any other use that otherwise interferes with the City's use of the City Property. Other than maintenance and repair, Licensee shall not install or construct any additional improvements, or make any additions or alterations on, below or over the City Property, without the prior written

consent of the City. Nothing herein shall grant any real property interest to Licensee except as provided herein.

C. After any repair, replacement, or maintenance of any type or manner on any portion of the City Property, the Licensee shall restore the City Property to the same condition as before such repair, replacement or maintenance and to the reasonable satisfaction of the City.

D. The Licensee's use of any public right-of-way within the City of El Paso permitted under state law shall not be subject to this Agreement.

E. The Licensee acknowledges that this Agreement is not a franchise pursuant to Texas law nor is it a permit to string or bury telecommunications lines in the public right of way or on any City property. Any such franchise or permit must be obtained separately from the appropriate local or state authority.

SECTION 2. TERM

A. The term of this Agreement shall be seven (7) years from the date of the City Council's approval ("***Effective Date***"), unless terminated earlier as provided herein ("***Initial Term***"). At the end of the Initial Term, Licensee shall have the option ("***Option***") to extend the Agreement for three (3) additional five (5) year terms (each an "***Option Term***"). Licensee shall notify the City of its intent to exercise its Option in writing to the City no later than ninety (90) days prior to the expiration date of the Initial Term or the applicable Option Term. Should Licensee fail to submit its notice of its intent to exercise its Option, the Agreement shall expire by its own terms.

SECTION 3. CITY'S USE OF CITY PROPERTY

A. Nothing herein contained shall be construed as granting an exclusive use or right to the Licensee to the City Property, and the City may grant an additional license or other interest to any other applicant in its discretion for the same City Property described herein; provided however, that such additional grant of use does not interfere with the Licensee's use of the City Property.

B. The City reserves the right to use the surface or subsurface or airspace above the City Property covered by this Agreement for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said City Property. Further the City expressly reserves the right to install, repair, or reconstruct the City Property used or occupied by Licensee; provided however, that such work will not interfere with Licensee's use of the City Property.

C. The City reserves the right, subject to further conditions described in this Section, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and

other pipelines or cables and conduits, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under any City Property occupied by Licensee. The City shall not be liable to Licensee for any damage resulting thereof, nor shall the City be liable to Licensee for any damages arising out of the performance of any work by the City, or its contractors or subcontractors, not willfully and unnecessarily occasioned; provided, however, nothing herein shall relieve any other persons or entities from liability for damage to Licensee's Infrastructure.

D. If the City requires Licensee to remove, alter, change, adapt, or conform its Infrastructure because of changes in the grade of the City Property or in the location or manner of constructing a water pipe, sewer pipe or other underground or aboveground structure or any other infrastructure to be owned by the City, Licensee shall make the alterations or changes as soon as practicable when ordered in writing by the International Bridges Director **“Director”** without claim for reimbursement or damages against the City. Notwithstanding anything contained to the contrary in this Agreement, the Annual Fee (as defined below in Section 4) shall be abated for the time period for which the Licensee does not have use of its communication system.

SECTION 4. CONSIDERATION

A. Commencing on the Effective Date, Licensee shall pay the City an Annual Fee. The Annual Fee for 2022 is due in full thirty (30) days after the Effective Date. Beginning January 1, 2023, Licensee shall pay the Annual Fee by January 15 of each year. The payment of the Annual Fee by January 15 of each year is the payment due for the current year. (For example, the Annual Fee paid by January 15, 2023 is the Annual Fee for 2023; the Annual Fee paid by January 15, 2024 is the Annual Fee for 2024, etc.).

B. Should the Licensee exercise its Option to extend the Initial Term pursuant to Section 2 of this Agreement, the Annual Fee for each additional year shall be a 5% increase of the Annual Fee for the preceding year, with payments due in full by January 15 of each year.

C. In addition to the Annual Fee, the Licensee shall pay an annual Bridge Fee. The Bridge Fee for 2022 is due in full thirty (30) days after the Effective Date. Beginning January 1, 2023, Licensee shall pay the Bridge Fee by January 15 of each year. The payment of the Bridge Fee by January 15 of each year is the payment due for the current year. (For example, the Bridge Fee paid by January 15, 2023 is the Bridge Fee for 2023; the Bridge Fee paid by January 15, 2024 is the Annual Fee for 2024, etc.).

D. Should the Licensee exercise its Option to extend the Initial Term pursuant to Section 2 of this Agreement, the Bridge Fee for each additional year shall be a 5% increase of the Bridge Fee for the preceding year, with payments due in full by January 15 of each year.

E. The Annual Fee and the Bridge Fee are collectively referred to as the "Total Fee." The payment schedule for the Total Fee (as detailed in Sections 4.A through 4.D, above) is as follows:

YEAR	ANNUAL FEE	BRIDGE FEE	TOTAL FEE	DUE DATE
2022	\$48,023.40	\$13,296.83	\$61,320.23	Within 30 days of Effective Date
2023	\$50,424.57	\$13,961.67	\$64,386.24	January 15, 2023
2024	\$52,945.80	\$14,659.76	\$67,605.55	January 15, 2024
2025	\$55,593.09	\$15,392.74	\$70,985.83	January 15, 2025
2026	\$58,372.74	\$16,162.38	\$74,535.12	January 15, 2026
2027	\$61,291.38	\$16,970.50	\$78,261.88	January 15, 2027
2028	\$64,355.95	\$17,819.02	\$82,174.97	January 15, 2028

F. Full payment of the Total Fee is due by Licensee in the amount and on the day provided in this Section without the requirement of an invoice from the City.

G. Failure to remit payment of the Total Fee as provided in this Section is an event of monetary default and shall be cause for termination after the following notice. Licensee's failure to make the payment of the Annual Fee within seven days (7) after the payment is due shall constitute a late payment and, in order to cure the default, Licensee shall pay the City a late charge of ten percent (10%) of the Annual Payment in addition to the late Annual Fee. After the City provides written notice of default, Licensee shall have seven (7) days to cure such default. If the Licensee fails to cure such default within seven (7) days from delivery of the notice to the Licensee pursuant to Section 9 below, the City may terminate this Agreement and retain the Security Deposit as liquidated damages. In the event that Licensee is in default of this Agreement for failing to timely pay the Annual Fee three (3) times within the Term or three (3) times within any Option Term, the City may at its sole option terminate this Agreement and Licensee shall have no right to cure the default.

H. The Licensee shall also pay to the City a Security Deposit in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) to secure the performance of the Licensee under this Agreement. The Licensee shall pay the Security Deposit within thirty (30) days of the effective date. Failure

to pay the Security Deposit is an event of monetary default and shall be addressed through the notice process set forth in Section 4.G. to this Agreement.

I. In addition to the Annual Fee, Licensee shall pay all general municipal taxes of whatever nature, including, but not limited to, the ad valorem taxes and special taxes and assessments for private improvements except as hereinafter provided as may be enacted during the term of this Agreement or any extension, subject to any appeal or challenge of any taxes or assessments pertinent to this Agreement by Licensee.

J. The Annual Fee shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other applicable City, state or federal ordinances and regulations.

K. In the event the Licensee continues use of the Infrastructure after the expiration or termination of this Agreement, the amount of the Annual Fee due and payable to the City shall be double and paid monthly until Licensee ceases all use of the Infrastructure, or another agreement is executed.

SECTION 5. INDEMNIFICATION AND INSURANCE

A. LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, LOSS, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND OR CHARACTER, INCLUDING ALL EXPENSES OF LITIGATION FOR INJURY OR DEATH TO ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH LICENSEE'S, LICENSEE'S AGENTS, SERVANTS OR EMPLOYEES OR ANY ORGANIZATION'S USE OF THE CITY PROPERTY, REGARDLESS OF WHETHER SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY.

B. Prior to the approval of this Agreement by City Council, Licensee shall provide the City with a certificate of liability insurance and shall maintain such insurance in effect during the term of this Agreement, in the amount of one million dollars (\$1,000,000.00) per occurrence bodily injury liability/\$1,000,000.00 per occurrence property damage liability and five million dollars (\$5,000,000.00) excess or umbrella per occurrence liability policy. These amounts are not a limitation upon Licensee's agreement to indemnify and hold the City harmless.

C. Licensee shall procure the insurance required by this Agreement with a solvent insurance company authorized to do business in Texas. The policy shall provide in substance that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court

of competent jurisdiction against the City, its officers, agents, servants or employees and the licensee, its agents, servants or employees. The coverage must be on an "occurrence" basis and must include coverage for personal injury, contractual liability, premises liability, medical damages, underground, and explosion and collapse hazards. Each policy must include a cancellation provision in which the insurance company is required to notify the City in writing not fewer than thirty (30) days before canceling, failing to renew, or reducing policy limits. The certificate shall state the policy number; name of insurance company; name and address of the agent or authorized representative of the insurance company; name, address and telephone number of insured; policy expiration date; and specific coverage amounts.

D. All required policies shall name the City of El Paso, its officers, agents, servants and employees as an additional insured. Licensee shall file an original of the policy or certificate of insurance with the City Clerk, the International Bridges Department, and the Capital Improvement Department prior to any commencement of the use or maintenance of the Infrastructure. The policy shall contain a provision that the policy will not be terminated without providing the City with thirty (30) days prior written notice of termination.

E. In the event Licensee's maintenance work of the Infrastructure will require any construction, Licensee shall file a performance bond in the estimated cost of the work with an effective date prior to the commencement of construction of the Infrastructure for a period of thirty (30) days after the City's final inspection and approval of the work. Such bond shall guarantee the restoration of the City Property in accordance with this Agreement. The surety shall be authorized to do business in the State of Texas.

SECTION 6. RIGHTS IN THE EVENT OF ABANDONMENT

A. As an express condition of this Agreement, and not as a mere covenant, in the event Licensee abandons the Infrastructure or any portion thereof or the Infrastructure placed in the City Property hereby ceases to be used by Licensee for the purposes enumerated herein for any period of six (6) consecutive months or longer, the Infrastructure shall be deemed abandoned and, at the City's option, the City may require Licensee to remove the Infrastructure and restore the City Property to its original condition or the abandoned property shall automatically become the property of the City, free and clear of any right, title, or interest in Licensee, without the necessity of any notice to Licensee or any re-entry by the City.

B. In the event that the City closes or abandons any portion of the City Property which contains any existing Infrastructure of Licensee, any conveyance of land containing such closed or abandoned City Property may be subject to the rights of Licensee under this Agreement.

SECTION 7. TERMINATION

A. Either party shall have the option to terminate this Agreement at any time upon giving the other party written notice six (6) months in advance of such termination. In addition, the City shall have the right to terminate this Agreement at any time if necessary to secure efficiency of public service at reasonable rates, or to assure that the City Property is maintained in good order throughout the life of the grant; provided however, if City elects to terminate the Agreement, the City will reimburse Licensee, the prorated amount of the Annual Fee paid to the City. If the City terminates the Agreement due to reasons outside of the City's control, such as but not limited to, requirements by the Federal Government, then the City shall reimburse the Licensee for any portion of the Annual Fee, and Licensee may remove the Infrastructure at their own cost. Should reasons outside of the City's control arise which could potentially lead to a need to terminate the Agreement, the City shall explore available options that do not disturb Licensee's use of the Infrastructure. The City shall give Licensee thirty (30) days written notice to cure any default by Licensee of any material provision or requirement contained in this Agreement. If the default is such that it cannot be cured in thirty (30) days, Licensee shall not be deemed in default provided that Licensee has commenced and is diligently pursuing the cure. The time for curing the default shall be extended for such period of time as is reasonably necessary to complete the cure. If the Agreement is terminated early, the Annual Fee shall be prorated to the date of termination.

B. Upon termination of this Agreement, prior to the expiration of the Initial Term, Licensee shall abandon the Infrastructure together with any improvements thereto, made or erected during the term, including any extensions, of this Agreement located within the City Property and such property shall become the property of the City with no encumbrances of any sort. In the City's discretion, the Director may require the removal of such Infrastructure from said City Property and restoration of all pavement or base, damaged or removed during this Agreement, as determined by the City, at Licensee's own cost and expense. Any such restoration shall be subject to the reasonable approval of the Director.

C. The Infrastructure shall be considered to be improperly installed, repaired, upgraded or maintained if:

- a. The installation, repairs, upgrade or maintenance endangers people;

- b. The Infrastructure does not meet applicable City, state or federal laws or regulations;
- c. The Infrastructure is not capable of being located using standard industry practices;
- d. The Infrastructure is not located in the proper place in accordance with the approved Plans; or
- e. The Infrastructure is placed in an area that interferes with City owned facilities and infrastructure.

SECTION 8. RECORDS

The Director shall be kept fully informed by Licensee as to matters pertaining in any way to Licensee's exercise of its rights under this Agreement, including the use, replacement, maintenance and repair of the Infrastructure on the City Property. Licensee shall keep complete and accurate maps, construction drawings and specifications describing the location of Infrastructure within the City Property. The City shall have the right, at reasonable times to inspect such maps, construction drawings and specifications.

SECTION 9. NOTICE

Any notice or communication required in the administration of this Agreement shall be sent as follows:

City of El Paso
ATTN: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

with copies to: City of El Paso
International Bridges Department
Director
P.O. Box 1890
El Paso, Texas 79950-1890

City of El Paso
Capital Improvement Department
City Engineer
P.O. Box 1890
El Paso, Texas 79950-1890

and: AT&T Corp.
Attn: Rodrick Waters
3450 Riverwood Pkwy SE, Rm 162
Atlanta, GA 30339

or to such other addresses as the parties designate from time to time by written notice.

SECTION 10. ASSIGNMENT

A. The rights granted by this Agreement inure to the benefit of Licensee, and any parent, subsidiary, or successor entity now or hereafter existing. The rights shall not be assigned without the express written consent of the El Paso City Council, which consent shall not be unreasonably delayed or withheld, provided that the assignment is not to a certificated telecommunications provider or to an entity that will provide local service. A written copy of any such assignment must be filed with the City. Any required consent shall be evidenced in writing by the City Manager that fully recites the terms and conditions, if any, upon which consent is given.

B. If any such Transferee(s) shall obtain possession and use of all or any part of the Infrastructure (the "*Affected Portion*"), then, so long as all of the obligations of Licensee under this Agreement with respect to the Affected Portion are being performed, (i) such Transferee(s) shall agree to be bound by and to observe and perform the obligations of Licensee under this Agreement with respect to the Affected Portion and (ii) City shall not disturb the possession or use of the Affected Portion by such Transferee(s) and shall recognize such Transferee(s)'s right to possession and use thereof, subject, nevertheless, to the terms of this Agreement and the respective rights of the parties herein.

SECTION 11. LEASE, SALE OR DEDICATION OF INFRASTRUCTURE

Licensee, without the consent of the El Paso City Council, shall not lease, license, sublicense, sell or dedicate or in any manner permit the use of all or a portion of the Infrastructure, to any non-Licensee person or entity. Notwithstanding the foregoing, Licensee shall be allowed, without the consent of the El Paso City Council, (i) to lease, license, sublicense, and permit the use of Licensee's cable installed within the Infrastructure to Licensee's customers, provided that Licensee retains sole ownership of such cable at all times; and (ii) Licensee shall be allowed to provide services to its customers through Licensee's cable installed within the Infrastructure. Licensee shall not allow the placement of any additional cable without the written consent of the Director.

SECTION 12. LICENSEE'S ACCESS AND SECURITY

Licensee shall have twenty-four (24) hour access to the Infrastructure for purposes of maintenance and repair, subject to any Federal requirements or regulations. The City may coordinate with the Licensee and designate specific access points and establish the times of access, with at least one point having twenty-four hour access. The City agrees that access shall not be provided to any third party to the Infrastructure without providing seventy-two (72) hours advance notice to Licensee.

City shall have the right to supervise the Licensee's and any third party's access to the Infrastructure for security purposes.

SECTION 13. MISCELLANEOUS

A. Remedies: This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the restrictions, conditions and covenants herein contained.

In the event a Party (the “*Defaulting Party*”) commits a breach of this Agreement, the other Party (the “*Non-Defaulting Party*”), shall, prior to bringing suit or pursuing any other remedy, provide written notice of such breach to the Defaulting Party. Following receipt of such notice, the Defaulting Party shall have thirty (30) days within which to cure the breach. If the breach cannot be cured within such thirty (30) day period, the Defaulting Party shall commence to cure such breach within said period and thereafter diligently continue such cure to completion. In the event the Defaulting Party fails to cure the breach within said period, then the Non-Defaulting Party may pursue any remedy provided at law or in equity.

B. Force Majeure: In the event either party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, it is agreed that on such party's giving of notice and the full particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability but for no longer period.

The term “force majeure” as used herein, shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war, terrorism, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, explosions, breakage or damage to machines or pipelines and any other inability of either Party, whether similar to those enumerated or otherwise, and not within the reasonable control of the Party claiming such inability.

C. Severability: If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any of the other provisions contained herein, provided that any invalid provisions are not deemed by the City or the Licensee to be material to the overall purpose and operation of this

Agreement. If the City or Licensee determines that the invalid provision is material, then, if the City has made such determination, the City shall have the option to terminate this Agreement. If the Licensee has made such determination, the Licensee shall have the option to terminate this Agreement. Such judgment or decree shall relieve the City and the Licensee from performance under such invalid provision of this Agreement.

D. Entire Agreement: This Agreement contains the entire agreement of the parties, and there are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties.

E. Governing Law, Jurisdiction & Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The parties acknowledge that this Agreement is performable in El Paso County, Texas and hereby submit to the jurisdiction of the courts of that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.

F. No Third Party Beneficiary: This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly otherwise provided.

G. Waiver: Any failure by a party hereto to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any provision hereof, and such party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

H. Incorporation of Exhibits and Other Documents by Reference: All exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

I. Headings: The headings as to contents of particular articles or sections herein are inserted only for convenience, and they are in no way to be construed as a limitation on the scope of the particular articles or sections to which they refer.

J. Ambiguities: In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party on the basis that such party did or did not author the same.

K. **Counterparts:** It is understood and agreed that this Agreement may be executed in any number of counterparts; each shall be deemed an original for all purposes.

L. **Authority for Execution:** Each party hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized.

M. **Administration:** The Director is the principal City official responsible for the administration of this Agreement and Licensee recognizes that questions regarding the interpretation or application of this Agreement shall be referred to the Director or his designee.

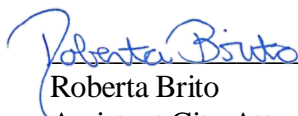
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and have caused this instrument to be executed by their duly authorized officials and the corporate seal affixed hereto, all on the day and year first above written.

(Signatures begin on the following page)

THE CITY OF EL PASO


Tomás González
City Manager

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



David Coronado, Managing Director
Economic Development and
International Bridges Department

ACKNOWLEDGEMENT

THE STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument is acknowledged before me on this ____ day of _____, 2022, by
Tomás González as City Manager on behalf of the **CITY OF EL PASO.**

Notary Public, State of Texas

Notary's Printed or Typed Name:

My Commission Expires:

ACCEPTANCE

The attached Agreement, with all conditions thereof, is hereby accepted this _____ day
of _____, 2022.

LICENSEE: AT&T Corp.

By: _____

Name:

Title:

ACKNOWLEDGEMENT

THE STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument is acknowledged before me on this ____ day of _____, 2022, by
_____ as _____ on behalf of Licensee.

Notary Public, State of Texas

Notary's Printed or Typed Name:

My Commission Expires:

My Commission Expires:

Exhibit A

Infrastructure and City Property

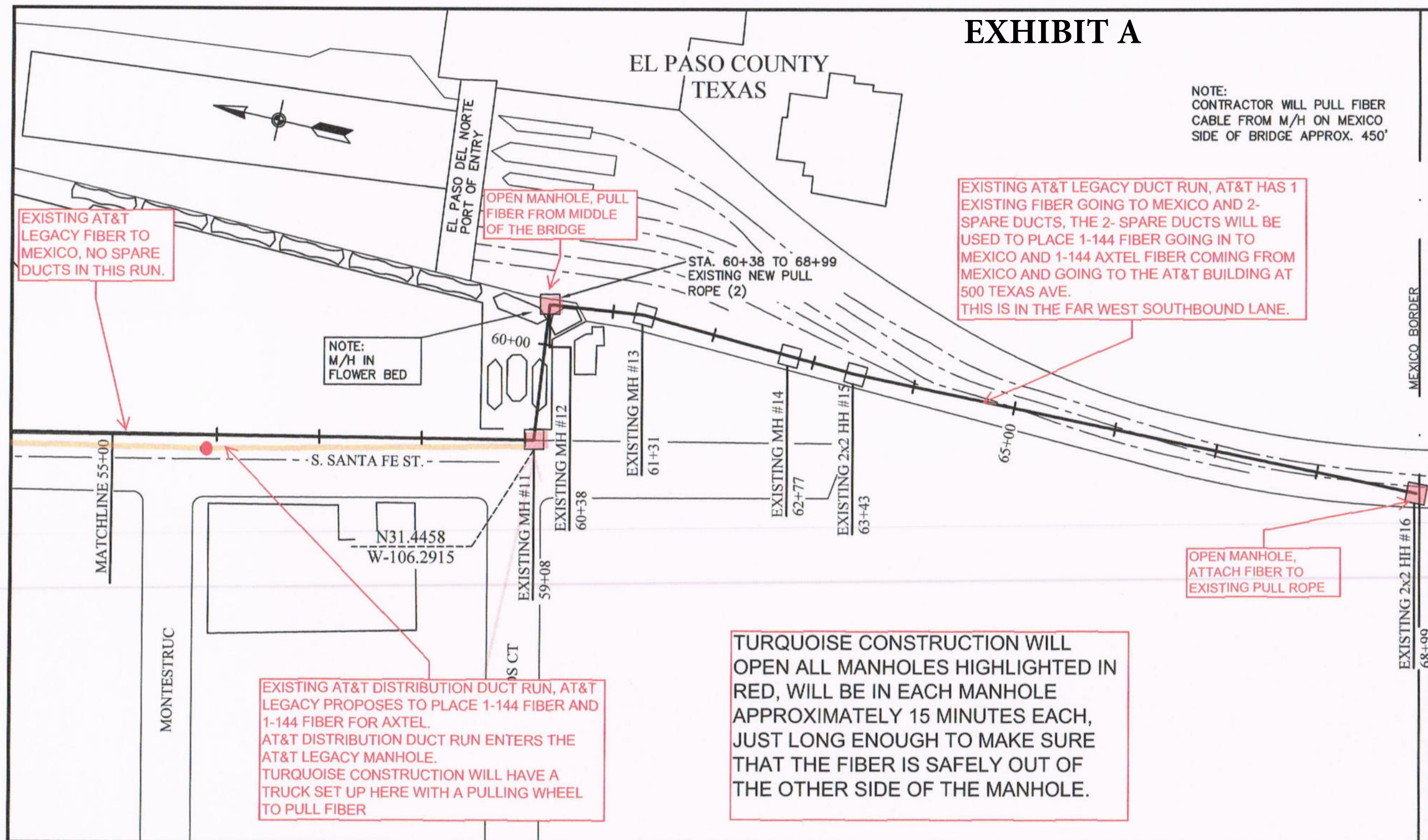
REVISIONS:
1.

NOTE:
CONTRACTOR WILL PULL FIBER
CABLE FROM M/H ON MEXICO
SIDE OF BRIDGE APPROX. 450'

NOTES:

DISCLAIMER:

UTILITY LOCATIONS SHOWN ON THIS
DRAWING ARE APPROXIMATE AND
SHOULD NOT BE SOLELY RELIED
UPON TO LOCATE UNDERGROUND
FACILITIES. THE CONTRACTOR SHALL
BE FULLY RESPONSIBLE FOR
COMPLIANCE WITH STATEWIDE
AND/OR LOCAL AREA "ONE CALL"
PROGRAMS AND REQUIREMENTS.



INS
telecom support services

PROPRIETARY USE PURSUANT TO COMPANY INSTRUCTIONS SPECIFICATION UNK1 PROJECT NUMBER	
OWNERSHIP:	N/A
LINE CODE:	N/A
CABLE CLI:	

SCALE: 1" = 100'

EL PASO, TX
TO MEXICO
LIGHTGUIDE SYSTEM

CONSTRUCTION DRAWING

DN006

R/W WIDTH
PERMITSR/W WIDTH
PERMITS

TRENCH DETAILS

TRENCH DETAILS

