

CITY CLERK DEPT.
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CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: International Bridges

AGENDA DATE: March 20, 2018

CONTACT PERSON/PHONE: Monica Lombraña, Managing Director, (915) 212-7501

DISTRICT(S) AFFECTED: 6

STRATEGIC GOAL NO. 1: Create an Environment Conducive to Strong, Sustainable Economic Development.

SUBJECT:

That the City Manager be authorized to sign a License Agreement between the City of El Paso (the "City") and Transtelco, Inc. (hereinafter the "Licensee"), for Licensee to install, repair and maintain fiber optic conduit running across the Zaragoza Bridge, for a term of seven (7) years beginning on the date of the City's approval and once Licensee provides evidence that Licensee has one or more agreement to connect fiber on the Zaragoza Bridge with one or more authorized Mexican telecommunications providers, with the option of three additional five year terms, for an Annual Fee and Bridge License Fee of \$35,126.00, which is subject to an annual CPI-U increase, plus a lump sum payment for a back pay total of \$85,382.85.

BACKGROUND / DISCUSSION:

Initial fiber line was installed by Bordercomm Partners and agreement executed with the City in 2008. In 2015, Transtelco acquired Bordercomm at the end of their lease agreement. This agreement is to allow Transtelco to provide back payment to the City for use of line since acquisition and to create a new agreement moving forward.

PRIOR COUNCIL ACTION:

December 23, 2008, Council approved agreement with Bordercomm Partners LP.

AMOUNT AND SOURCE OF FUNDING:

Not Applicable

BOARD / COMMISSION ACTION:

Not Applicable

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

DEPARTMENT HEAD:

 for Monica Lombraña

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 Transtelco, Inc. (hereinafter the "Licensee"), for Licensee to install, repair and maintain fiber optic conduit running across the Zaragoza Bridge, for a term of seven (7) years beginning on the date of the City's approval and once Licensee provides evidence that Licensee has one or more agreement to connect fiber on the Zaragoza Bridge with one or more authorized Mexican telecommunications providers, with the option of three additional five year terms, for an Annual Fee and Bridge License Fee of \$35,126.00, which is subject to an annual CPI-U increase, plus a lump sum payment for a back pay total of \$85,382.85.

Dated this _____ day of _____ 2018.

CITY OF EL PASO

Dee Margo
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM

Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT

Monica Lombraña, Managing Director
Aviation and International Bridges

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this 7th day of MARCH 2018, by and between the CITY OF EL PASO, Texas, a municipal corporation, in the State of Texas (hereinafter referred to as "*City*"), and TRANSTELCO, INC. (hereinafter called "*Licensee*").

WITNESSETH

WHEREAS, Licensee proposes to use and maintain fiber optic conduit within a single conduit interduct on the Zaragoza Bridge; and,

WHEREAS, the City and the Licensee desire to enter into this Agreement to set forth the duties and responsibilities of the parties; and,

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

SECTION 1. SCOPE AND PURPOSE

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 Zaragoza International Bridge, bridge administration building, bridge approach and all other City-owned related real property (hereinafter referred to as "*Zaragoza 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, a single one-inch conduit interduct 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 to be located at the Zaragoza Bridge administration building 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*".

In the event that the Licensee shall determine that for unforeseen circumstances a deviation with regard to the planned route designated in the approved Plans is required, Licensee shall promptly notify the International Bridges Director ("*Director*") and request his approval prior to taking a deviation in the route. 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, or the 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.

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.

All parties acknowledge that this license 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. Any such franchise or permit shall be obtained separately from the appropriate local or state authority.

SECTION 2. TERM

The term of this Agreement shall be seven (7) years from the date of the City's approval and once Licensee provides evidence that Licensee has one or more agreement to connect fiber on the Zaragoza Bridge with one or more authorized Mexican telecommunications providers ("*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 this 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

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. 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.

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.

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 Director without claim for reimbursement or damages against the City. Notwithstanding anything contained to the contrary in this Agreement, the Total 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. Additionally, the term of the Agreement shall be extended equal to the time that Licensee's communication system is inoperable due to the alterations or changes required by the City.

SECTION 4. CONSIDERATION

A. Annual Fee: As consideration for this Agreement, Licensee shall pay to the City an annual fee in the sum of Twenty Thousand and No/100 Dollars (\$25,526.00) ("*Annual Fee*"). Each year no later than the first day of the month following the date this Agreement was approved

by City Council, the Licensee shall remit the Annual Fee to the City in full. In addition to the Annual Fee, the Licensee shall also pay an annual Bridge License Fee based on the amount of Six Dollars and No/100 (\$6.00) per 1600 lineal foot for the total amount of \$9,600.00. The Annual Fee and the Bridge License Fee are collectively referred to herein as the "**Total Fee.**"

1. Licensee acknowledges that it used the Infrastructure for all of 2016 and 2017, without compensation to the City, and agrees to pay for both 2016 and 2017 in a lump sum payment. The prior Licensee to the Infrastructure was purchased by the current Licensee and the City was not informed of said corporate transition until late 2017. The total for both years is \$85,382.85, as determined below:

Back Pay:	2016: \$41,650.17
	2017: <u>\$43,732.68</u>
"Back Pay Total":	\$85,382.85

Licensee shall pay the Back Pay Total within five days of the Effective Date of this contract. The spreadsheet showing the calculation of the 2016 and 2017 amounts is attached hereto as Exhibit "B".

B. The Licensee shall also pay to the City a Security Deposit in the amount of Two Thousand Five Hundred and No/100 (\$2,500) to secure the performance of the Licensee under this Agreement. 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.C. to this Agreement.

C. 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 Total 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%) in addition to the late payment. 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 Total 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.

D. The Total Fee is subject to escalation in the amount of the percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U) on January 1st of each year ("*License Year*") beginning January 1, 2019. The parties further agree that for the purposes of computing such percentage increase during the Initial Term, the Base Year CPI-U shall be established as the CPI-U rate in place ninety (90) calendar days prior to the Effective Date of this Agreement. The Total Fee shall be adjusted pursuant to the percentage increase in the CPI-U from the Base Year CPI-U to the rate in place ninety (90) days prior to the applicable date of readjustment.

All readjustments shall be effective each as of the anniversary date, without regard to the date the actual adjustment is made; provided, however, that in no event shall the readjusted Total Fee be less than the amount in place immediately prior to such readjustment nor more than five percent (5%) more than the Total Fee established at the beginning of the immediately preceding year.

E. In addition to the Total 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.

F. The Total 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.

G. In the event the Licensee continues use of the Infrastructure after the expiration or termination of this Agreement, the amount of the Total 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

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.

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.

Licensee shall procure said insurance 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.

All 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.

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

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 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.

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

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 Total 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 Total 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 Total Fee shall be prorated to the date of termination.

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.

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
ATTN: International Bridges Director
1001 South Stanton Street
El Paso, Texas 79901

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

and: Transtelco, Inc.
Attn: Vice President of Finance and Asset Management
500 W. Overland Ave., Ste. 310
El Paso, Texas 79901

With copies to: Michael J. Hutson
5809 Acacia Cir.
El Paso, Texas 79912

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 fiber optic cable installed within the Infrastructure to Licensee's customers, provided that Licensee retains sole ownership of such fiber optic cable at all times; and (ii) Licensee shall be allowed to provide services to its customers through Licensee's fiber optic 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 any 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.

THE CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Monica Lombraña, Managing Director
Aviation and International Bridges

ACKNOWLEDGEMENT

THE STATE OF TEXAS)

COUNTY OF EL PASO)

 This instrument is acknowledged before me on this ____ day of _____, 2018,
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 7th day of March, 2018.

LICENSEE: TRANSTELCO, INC.

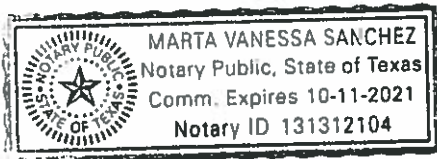
By: [Signature]
Jorge Robles Nettel
VP of Finance & Asset Management

ACKNOWLEDGEMENT

THE STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument is acknowledged before me on this 7th day of March, 2018, by Jorge Robles Nettel as Vice President of Finance and Asset Management on behalf of TRANSTELCO, INC., as Licensee.



Marta V Sanchez
Notary Public, State of Texas

Marta Vanessa Sanchez
Notary's Printed or Typed Name:

10/11/2021
My Commission Expires:

My Commission Expires:

Exhibit “A” Schematic

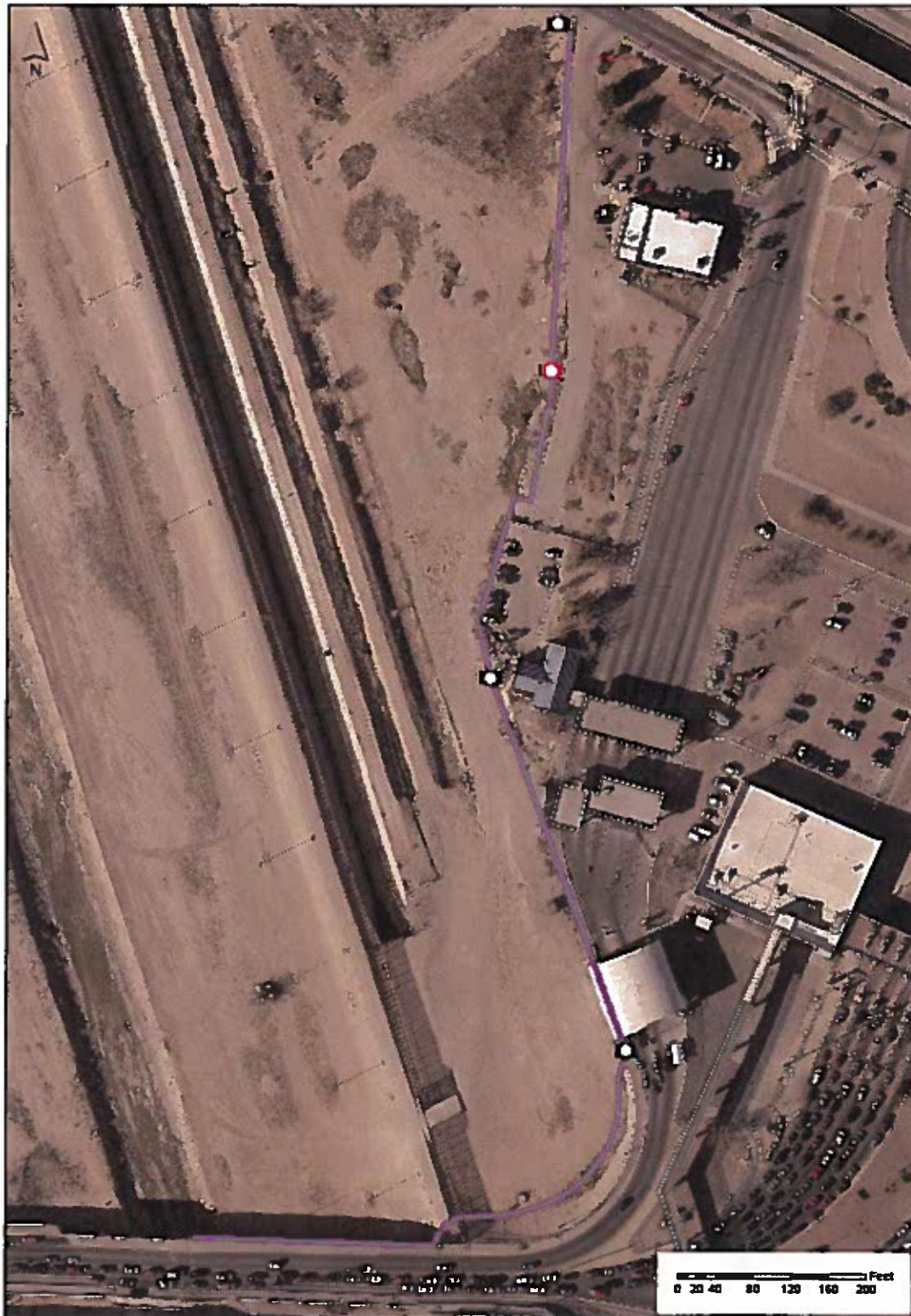


Exhibit “B”
Bordercomm – Billing and Payment History

Page 1 of 1

Tapeten der 70er | Naitschau 42 | 07957 Langenwetzendorf | Germany



**Tapeten
der 70er**

SAER Builder, llc
Richard Dillon
500 W. Overland Ave. Ste 310
El Paso, TX, 79901
United States

Naitschau 42
07957 Langenwetzendorf
Germany

PHONE: +49 36625 50556
TELEFAX: +49 36625 50729

Info@Tapetender70er.de
www.Tapetender70er.de

Invoice No. 3141596

Customer No.: 6057457
Order No.: 79667
Date: 25.07.2016

Item	Qty.	Unit	Art.-No.	Description	Unit price USD	Value USD
1	3,00	Ro.	250313	Tapete Alligator Grauweiss/Beigegrau	40,17	120,51
2	1,00		004000	Shipping costs "Express"	47,86	47,86
Total value						168,37

The total amount is tax free.

Payment by Credit Card

Unless the date of delivery or service performance is separately noted on our invoice, such date shall be the invoice date.