

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

DEPARTMENT: Information Technology
AGENDA DATE: November 14, 2006
CONTACT PERSON/PHONE: Gerald Gordier, 541-4288
DISTRICT(S) AFFECTED: All

SUBJECT:

Approve a resolution to authorize the Mayor to sign the Interlocal Agreement between the City of El Paso and the University of Texas at El Paso (UTEP) to connect UTEP to the City of El Paso via high-speed fiber circuit.

BACKGROUND / DISCUSSION:

The purpose of the project is to connect UTEP and the City through a high-speed fiber circuit established on a point-to-point configuration from the UTEP telecommunications room to a UTEP Network router currently installed in the City's telecommunications room. The project will include the continuation of the high-speed connectivity to the Williams Telecommunications (WiTel) point of presence located at 501 W. Overland Avenue via a 48-strand single mode fiber optic cable installed using the City's existing underground conduit.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?
City Council has not considered this item before.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

All costs for the installation of the fiber optic cable will be born by UTEP, reimbursing the City for any expenses incurred by the City for this installation. The City's only cost would be for end equipment used for City purposes, which is already in place as part of normal operations.

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A
N/A

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD:  _____
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA: _____

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

WHEREAS, the parties desire a more efficient and effective high speed data communication connection between University of Texas at El Paso ("**UTEP**") and the City of El Paso (the "**City**") (the "**Project**"); and

WHEREAS, the City and UTEP desire to enter into an interlocal agreement, pursuant to the Interlocal Cooperation Act of Chapter 791 of the Texas Government Code, in order to complete the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT the Mayor be authorized to sign an interlocal agreement by and between the City and UTEP to connect UTEP and the City through a high-speed circuit established on a Point-to-Point configuration from the UTEP telecommunications room to a UTEP Network router currently installed in the City telecommunications room. In addition, the Project shall include the continuation of the high-speed connectivity to the Williams Telecommunication (WilTel) Point-of-Presence (PoP) located at 501 West Overland Avenue, via a 48-strand single mode fiber optic cable installed using the City's existing underground conduit.

PASSED AND APPROVED this _____ day of _____, 2006.

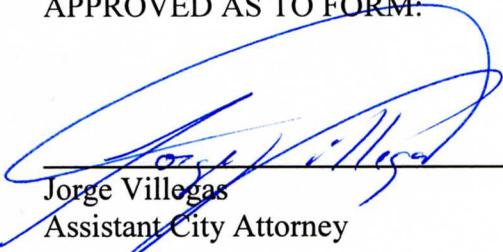
CITY OF EL PASO

ATTEST:

John F. Cook
Mayor

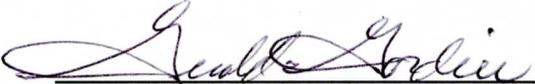
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Jorge Villegas
Assistant City Attorney

APPROVED AS TO CONTENT:



Gerald Gordier, Director
Information Technology Department

THE STATE OF TEXAS)
)
COUNTY OF EL PASO) **INTERLOCAL AGREEMENT WITH THE
UNIVERSITY OF TEXAS AT EL PASO**

This Interlocal Agreement (this "**Agreement**") is made and entered into this day _____ of _____, 2006, by and between the City of El Paso, a municipal corporation of the state of Texas (the "**City**") and the University of Texas at El Paso, a public university of the state of Texas ("**UTEP**").

RECITALS:

WHEREAS, the parties desire a more efficient and effective high speed data communication connection between UTEP and the City (the "**Project**");

WHEREAS, the City and UTEP desire to enter into an interlocal agreement, pursuant to the Interlocal Cooperation Act of Chapter 791 of the Texas Government Code, in order to complete the Project; and

WHEREAS, the parties hereto shall pay their respective costs associated with this Agreement from current revenues available to them at the date of execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT:

**ARTICLE I
THE PROJECT**

Section 1.1 THE PROJECT. The purpose of the Project is to connect UTEP to the City via a high-speed circuit established on a Point-to-Point configuration from the UTEP telecommunications room to a UTEP Network router currently installed in the City telecommunications room. In addition, the Project shall include the continuation of the high-speed connectivity to the Williams Telecommunication (WilTel) Point-of-Presence (PoP) located at 501 West Overland Avenue, via a 48-strand single mode fiber optic cable installed using the City's existing underground conduit.

Section 1.2 DESIGNATED FIBER ROUTE. Except as necessarily revised by the City, the conduit shall follow the following route, also illustrated in "**Exhibit A**" which is attached hereto and incorporated herein by reference, (the "**Fiber Route**");

The route shall originate from the City's telecommunications room, located in the basement floor of City Hall, located at 2 Civic Center Plaza, El Paso Texas 79901, and proceed to the outside conduit located at the corner of Durango Street and Missouri

Avenue. The route will then follow a southerly direction on Durango Street, for approximately .40 miles to the corner of Durango Street and Overland Avenue.

Section 1.3 GOODS AND SERVICES REQUIRED. Any installation required pursuant to this Agreement shall be completed in accordance with the technical specifications and requirements set forth in **Attachment "B"** which is attached hereto and incorporated herein by reference.

- A. **UTEP'S INSTALLATION AND MAINTENANCE REQUIREMENTS.** UTEP shall provide material and labor for the installation of a 48-strand fiber optic cable extending along the Fiber Route. UTEP shall purchase and install any hardware necessary to transport data as is required by the Project and this Agreement. All costs related to said purchase and installation shall be borne by UTEP. UTEP shall also be responsible for any technological upgrades related to its equipment located at City Hall. Any maintenance agreements required during the term of this Agreement to maintain the 48-strand fiber optic cable in good working condition shall also be acquired and maintained by UTEP. Any labor or services required for such maintenance shall be paid by UTEP. Any labor or service costs related to the City Cable (defined hereinafter) shall be paid by UTEP, but reimbursed by the City upon UTEP's submittal of paid invoice.
- B. **CITY'S INTALLATION REQUIREMENTS.** Except as otherwise provided in **Section 1.3A**, the City will retain the services of a contractor in order to complete the services required for completing the Project. Said contractor shall comply with all technical specifications and requirements noted within Attachment "B". The City shall be responsible for the City's end equipment associated with the use of the fiber, including any technical upgrades and installation requirements.

Section 1.4 OWNERSHIP OF EQUIPMENT. The ownership of the fiber optic cable related to the Project shall be retained by UTEP except for one (1) bundle of 12-strand fiber optic cable, which shall be granted to the City by UTEP. The City shall be responsible for any and all end equipment associated with the use of the UTEP cable, as well as technological upgrades related thereto. Ownership of equipment hardware and other non-expendable items purchased by each entity shall be retained by the entity that purchased the equipment.

ARTICLE II DUTIES OF UTEP

Section 2.1 PAYMENT. All expenses related to the Project shall be paid by UTEP from funds currently identified and available. Upon execution of this Agreement, UTEP shall make a payment to the City in an amount equal to that charged by the Contractor (defined hereinafter) for the Project.

Section 2.2 UTEP POINT OF CONTACT. UTEP hereby appoints UTEP's Director of the Information Technology Department as UTEP's point of contact for purposes of this

Agreement. Said contact or a designee shall be responsible for the coordination of deployment functions which include supervision of contracted personnel during the deployment, resolution of unexpected deployment issues, and coordination with the City's point of contact on any issues related to this Agreement.

ARTICLE III DUTIES OF THE CITY

Section 3.1 SELECTION OF CONTRACTOR. The City shall select a contractor to complete the various installations services required by the Project (the "**Contractor**"). The Contractor shall be responsible for providing the services set forth in **Attachment "B"**.

Section 3.2 CITY POINTS OF CONTACT. The City hereby appoints the City's Traffic Engineer and the City's Director of the Information Technology Department as the City's point of contact for this Agreement. Said contacts or their designees shall be responsible for the coordination of deployment functions which include assistance in obtaining necessary permits, coordination meetings with other city departments as needed, and provide any other assistance which will facilitate and expedite the completion of the Project as related to this Agreement.

Section 3.3 PROVISIONS OF SPACE AND ACCESS TO UTEP. The City shall provide floor space in the City's telecommunications room for a network rack which shall be installed by UTEP. Also, the City shall provide electrical power for equipment located in said designated network rack. Further, the City shall provide reasonable access for UTEP personnel and contracted personnel to the City's telecommunication room where the fiber optic cable will originate. Access will be required during deployment of the Project as well as after the deployment for installation of fiber optic cable, installation of required network hardware, and maintenance of such equipment as necessary. Finally, the City shall also grant reasonable access to UTEP personnel to the various Type 1 and Type 2 Ground boxes along the designated route for access to the fiber cable. Said access shall be granted by the City to UTEP in order to conduct maintenance or other activities (e.g. splicing, etc.) as required and necessary.

Section 3.4 DAMAGES. The City shall not be responsible for any damage to UTEP property arising from this Agreement.

Section 3.5 CONDUIT. The City shall provide the underground conduit along the Fiber Route for installation and maintenance of the 48-strand single mode fiber optic cable.

Section 3.6 CITY'S COSTS. Except as otherwise provided herein, the City shall be responsible for any maintenance costs incurred for the City's Cable. Upon prior written approval of the City, UTEP will instruct its maintenance contractor to repair and/or replace the City Cable and shall pay for such repair and/or replacement. Such repair and/or replacement work shall be performed as soon as reasonably possible so as to minimize any loss of use of such fiber optic strands. The City shall reimburse UTEP for maintenance costs it incurs relating to the City Cable.

ARTICLE IV TERM AND TERMINATION

Section 4.1 TERM The term of this Agreement shall commence on the date first appearing herein and shall continue for a period of ten (10) years. Upon expiration of this Agreement, the parties hereto shall have an option to extend this Agreement for up to two (2) additional five (5) year periods. Should technology advancements required an amendment to the terms and conditions of this Agreement, such revisions may be made via written amendment, executed by both parties.

Section 4.2 TERMINATION. Either party hereto may terminate this Agreement for convenience, upon ninety (90) days written notice to the other. Upon notice of termination, the City shall immediately notify the contractor to ensure the immediate cessation of all labor and services under this Agreement. In such an event, the contractor retained by the City shall be paid for those services performed to date. Except as otherwise provided herein, in no event shall the City be liable for payment of any funds related to the Project.

Section 4.3 TERMINATION FOR CANCELLATION OF FUNDS Upon written notice, this Agreement may be terminated by either party if funds available for the Project are cancelled or no longer available. Should this Agreement be terminated pursuant to this **Section 4.3**, the City shall require the contractor to immediately cease performing any other work or services required by this Agreement. In such an event, the contractor will be paid for those services performed to such date, upon furnishing the City a progress report and an invoice to such date. In no event shall the City be liable for payment of any funds related to the Project, except as otherwise provided herein.

ARTICLE V GENERAL CONDITIONS

Section 5.1 LEGAL CONSTRUCTIONS. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

Section 5.2 DISPUTE RESOLUTION. The parties hereto agree that reasonable efforts will be made to aid and assist the other in accomplishing the objectives of this Agreement. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or any breach thereof, the parties shall use their best efforts to meet regularly and resolve the dispute, claim, question, or disagreement. To this effect, the parties hereby agree to consult and negotiate with each other in good faith. The parties further agree that should their efforts to resolve a dispute, claim, questions, or disagreement arising from this Agreement fail, that before either party files suit against the other to enforce, or otherwise relating to, the terms of this Agreement, it shall notify the other party of its intent to sue. Upon delivery and receipt of such notice, the parties agree to submit the matter to be litigated to mediation before a mutually-agreed upon mediator and to diligently pursue a mediated settlement until such time as the

parties mutually agree to terminate such mediation or the mediator declares an impasse. No lawsuit under this Agreement by one party against the other may be filed until mediation of the issue has ended in accordance with the terms hereof.

Section 5.3 NOTICES. Any notice, demand, requests, consent or approval that either party may or is required to provide to the other, shall be in writing and either personally delivered or sent via Certified Mail, Return Receipt requested, to the following addresses:

To the City: The City of El Paso
 Attention: City Manger
 2 Civic Center Plaza, 10th Floor
 El Paso, Texas 79901

With a Copy to: The City of El Paso
 Attn: Traffic Engineer
 2 Civic Center Plaza, 6th Floor
 El Paso, Texas 79901

To UTEP: The University of Texas at El Paso
 Attn: President
 500 West University Avenue
 El Paso, Texas 79968

Changes may be made to the above addresses and addressees through timely written notice to the other party.

Section 5.4 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

Section 5.5 AUTHORITY TO EXECUTE AGREEMENT. Each person signing below represents that he or she has read this Agreement in its entirety (including any and all attachments), understands its terms, is duly authorized to execute this Agreement on behalf of the Party, and agrees on behalf of such party that such Party will be bound by those terms.

Section 5.6 HEADINGS. The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation, or applicability of this Agreement or any term, condition or provision hereof.

Section 5.7 EXECUTION AND COUNTERPARTS. This Agreement may be executed in any number of counterparts; each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this

Agreement, and no party shall be required to produce an original or all of such counterparts in making such proof.

Section 5.8 ENTIRE AGREEMENT. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statements of promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

(Signature page to follow)

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**INTERLOCAL AGREEMENT WITH THE
UNIVERSITY OF TEXAS AT EL PASO**

Signature Page

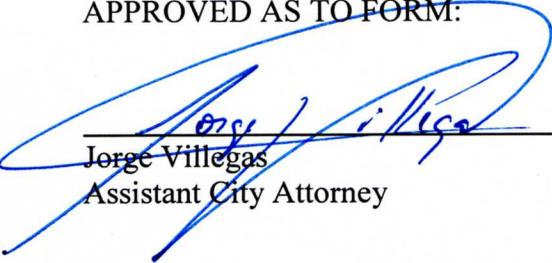
CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

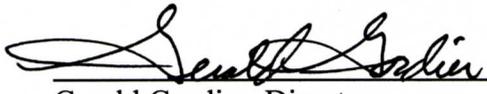
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Jorge Villegas
Assistant City Attorney

APPROVED AS TO CONTENT:



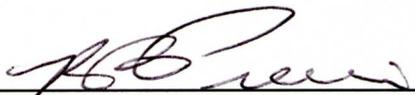
Gerald Gordier, Director
Information Services

UNIVERSITY OF TEXAS AT EL PASO



Cynthia Vizcaino Villa, Vice President
For Business Affairs

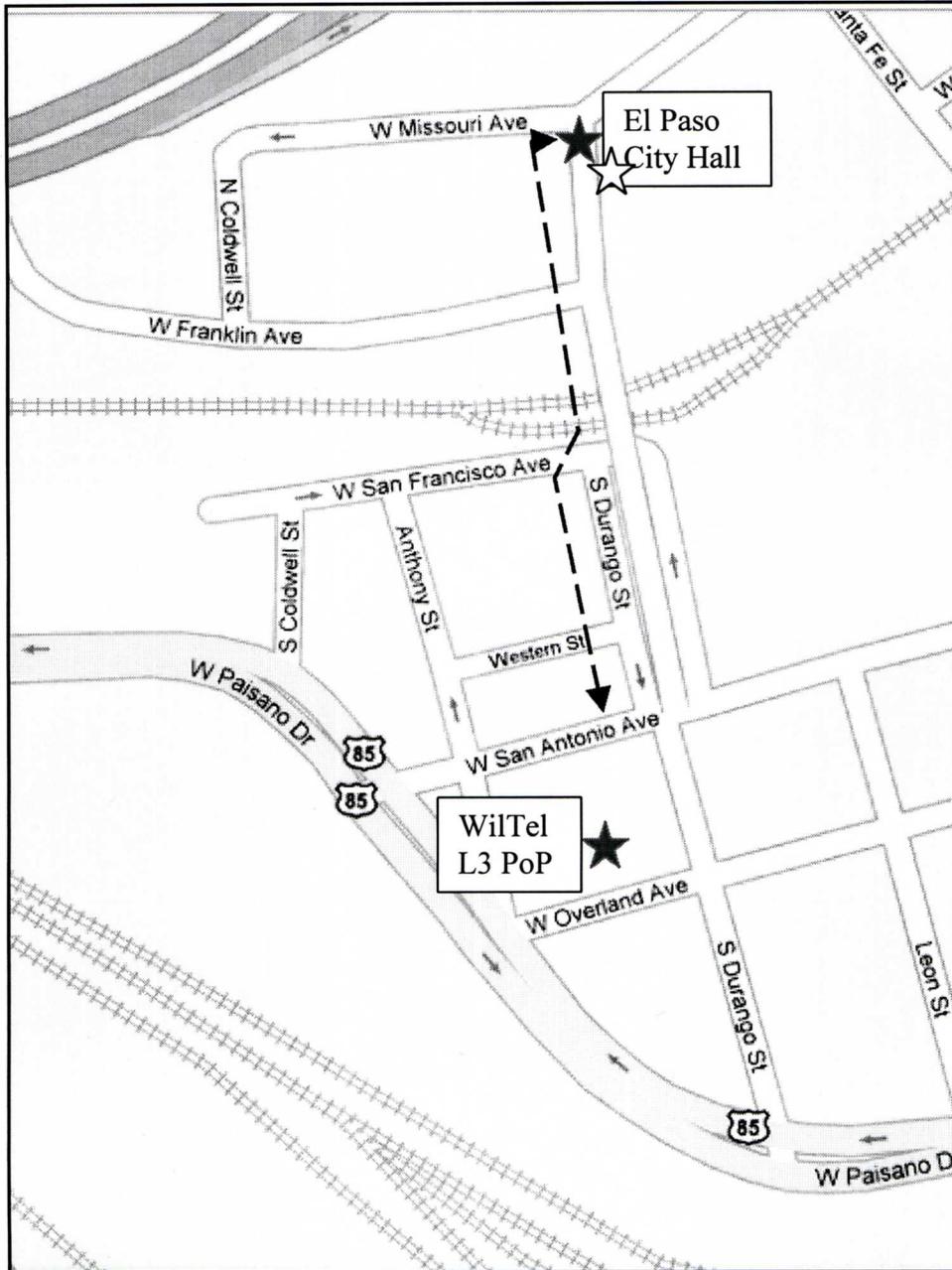
APPROVED AS TO CONTENT:



Kenneth R. Pierce, Executive Director
Information Technology Department

Exhibit A

UTEP (WilTel) to El Paso City Hall Fiber Project Path



ATTACHMENT B

INSTALLATION REQUIREMENTS



Trans American Communications, Inc.
9200 Mayflower Avenue
El Paso, Texas 79925
915-593-3500 Fax 915-595-0187

UTEP/UTS
500 E. University Drive
El Paso, Texas 79902
Attn: Jose Huerta
Re: Fiber Extension WilTel/City Hall

Date: August 7, 2006
Prepared by: Frank Candelaria
Phone: 593-3500/Cell 727-2067

TELECOMMUNICATIONS PROPOSAL Optical Fiber Extension

1	1	Fiber Distribution Panel, 48 Port & Components, City Hall Comm Room	
2	2050	Optical Fiber Cable, 48 Strand, Single Mode, Duct Rated	
3	3400	1" Innerduct,	
4	650	2" Galvanized Pipe	
5	36	Compression Couplings & Hangers	
6	20	4" Conduit & Fittings	
7	2	Sidewalk Restoration	
8	1	Fiber Splice Case & Components	
9	320	Optical Fiber Cable, 24 Strand, Single Mode, Duct Rated	
10	1	Fiber Distribution Panel, 24 Port & Components	
11	3	Traffic Control Plan, Signs & Barricades, including Set up & Pick up	
12	1	Engineering Services & Permits	
13	1	Install, Terminate & Certify	
14	1	Insurance & Bonding	
15	1	Equipment Rental	
16	1	Sub-contract Concrete Work	
17	1	Miscellaneous Cabling Hardware	
18	1	Innerconnection & Tech Assist Fees/WilTel Communications	
		Total	\$42,564.00

Scope of Work: Install Fiber Optic Cable from the WilTel building to City Hall. This proposal may include boring, trenching & manholes as required for a complete turn-key installation. UTEP/UTS to negotiate & secure agreement(s)/Interlocal Agreement(s), approving use of City & privately owned infrastructure and assist contractor to secure permits to install additional conduit and/or boring as required to complete the project. For the purpose of this project it is assumed UTEP/UTS will secure approval to utilize existing City conduit starting from the North-

west corner of Overland and Durango Streets north to the Northeast corner of San Antonio and Durango and from the existing ground enclosure on the South end of the municipal building to the ground enclosure on the North end of the municipal building and from there into the building. Rigid conduit will be installed by this contractor along the overpass from the San Antonio street north along Durango Street to the existing ground enclosure on the South end of the municipal building. The WiTel Building will be accessed utilizing existing privately owned conduit.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to industry standards. Any Alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Our employees are fully covered by Worker's Compensation Insurance.