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

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DEPARTMENT: **Information Technology**

AGENDA DATE: **December 18, 2007**

CONTACT PERSON/PHONE: **Gerald Gordier (541-4288)**

DISTRICT(S) AFFECTED: Citywide

SUBJECT:

Request a Resolution that the City Manager be authorized to sign any necessary agreements between the CITY OF EL PASO and TRANS-TELCO, the sole source provider of available conduit, for the acquisition, implementation, extension construction, and maintenance of a fiber-optic infrastructure in an amount not to exceed FOUR MILLION AND 00/100 DOLLARS ($4,000,000.00).

BACKGROUND / DISCUSSION:

This project is in response to events experienced during the Storm of 2006. Issues surfaced during emergency response efforts in the floods of 2006 restricting effective telephone connectivity and limiting the effective transfer of timely data and resources when they were most needed. One of the most significant shortcomings for effective voice and data communications is inadequate connectivity and bandwidth capacity.

While the City currently is spending over $1.5 million annually for commercial telecommunication services, slow speeds and frequent interruptions in services are experienced. The City has been faced with duplicating systems rather than streamlining operations for effective work processes. Embracing new and more efficient technologies has been limited because of bandwidth limits.

Following the floods of 2006, efforts were made to identify solutions to address these and other related problems. The IT Department researched potentially available conduit so the City could deploy fiber-optic network connections. Having heard the City was interested in acquiring conduit, representatives of Trans-Telco, Inc. contacted the City's CIO and Director of Information Technology, and this project emerged. Trans-Telco, Inc. has acquired conduit that is already in the ground that spans the City and is routed in close proximity to many City facilities.

Trans-Telco, Inc. is a certificated telecommunications provider as defined in Local Government Code Chapter 283 and Utilities Code Chapter 66 and is authorized by state law to use the City's right of way for telecommunication purposes. Additionally, the Company has obtained a Certificate of Operating Authority and Service Provider Certificate of Authority from the Public Utilities Commission of Texas pursuant to Texas Utilities Code Chapter 66. They could accomplish this task without the City; however, cost sharing is mutually beneficial.

Not only is this project a public/private project, intergovernmental collaboration is emerging to further benefits to all parties. TxDOT has granted permission to use their conduit to extend the initial fiber route to the Municipal Service Center on San Paulo. UTEP and El Paso Community College have indicated their intent to participate in the utilization of the City's fiber-optic infrastructure. Interest has also been expressed by El Paso County Information Technology staff and there is interest from the El Paso Independent School District.

In the coming weeks and months, specific Inter-Local Agreements will be brought before the City Council as these agreements come into focus and finalization. As buy-in to the network occurs and costs become further diluted, additional extensions will be possible with the available funds.

There are four main components to this project: (a) installation of fiber along the designated 25.42 mile main route, (b) extensions from the main route to city facilities with a focus on Police, Fire, Municipal Services and Libraries, (c) maintenance of the infrastructure, and (d) inter-local agreements with public partners.

Benefits will emerge over the ensuing years. The plan is to shift approximately 90-95% of all voice and data traffic away from commercial connections and instead utilize this infrastructure. Benefit projections of Phase I

indicate approximately a 32 month breakeven point. The approximately $1,500,000 per year spent for voice and data communication will be dramatically reduced because of this project while reliability and dramatically expanded capacity will enhance overall communications for public safety, emergency response, and municipal services.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?
No

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?

This project will be funded from Certificates of Obligation authorized by City Council in 2006. Savings from this project will accrue in future operating budgets; Fund: 27264, Department: 14200500, Project ID: PSTM06 PW5472.

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:** _____

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RESOLUTION

WHEREAS, Trans-Telco, Inc (the "**Company**") is a certificated telecommunications provider as defined in Local Government Code Chapter 283 and Utilities Code Chapter 66 and is authorized by state law to use the City's right of way for telecommunication purposes; and;

WHEREAS, the Company has obtained a Certificate of Operating Authority and Service Provider Certificate of Authority from the Public Utilities Commission of Texas pursuant to Texas Utilities Code Chapter 66; and

WHEREAS, the Company and the City of El Paso (the "**City**") desire to enter into Agreements to collaboratively and mutually work together for the development of an efficient and effective high speed fiber-optic network including extensions for the City along with the maintenance of the network; and for the sale by the Company to the City of fiber optic strands to be installed by the Company within the Company's existing underground conduit; and

Whereas, the Company is the sole source and exclusive owner to the proposed conduit for installing fiber,

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

THAT the City Manager be authorized to sign any necessary agreements between the **CITY OF EL PASO** and **TRANS-TELCO, Inc** for the acquisition, use, and maintenance of a fiber-optic infrastructure in an amount not to exceed FOUR MILLION AND 00/100 DOLLARS ($4,000,000.00).

ADOPTED this 18th day of December 2007.

CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Bertha A. Ontiveros
Assistant City Attorney

APPROVED AS TO CONTENT:

Gerald L. Gordier, CIO & Director
Information Technology Department

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THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

MAINTENANCE AGREEMENT WITH TRANSTELCO, INC.

This Agreement entered into on made this _____ day of _____, 2007 by and between the City of El Paso, a municipal corporation of the State of Texas (the "***City***") and Transtelco, Inc., a Texas corporation (the "***Company***").

RECITALS:

WHEREAS, concurrent with this Agreement, the Company and the City have entered into an Agreement for the City to Lease and the Company to install certain fiber optic strands in the Company's conduit along a designated fiber route in the City's right of way (the "Fiber Lease Agreement");

WHEREAS, the Company and the City desire to enter into this Agreement to provide for the maintenance by Company of the fiber optic strands leased by the City which will be located in the Company's conduit, as hereinafter provided.

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:

ARTICLE I
MAINTENANCE

Section 1.1 City and Company hereby agree that Company will maintain 144 fiber optic strands leased by the City (the "***City Fiber***") located within the Company's conduit along a Designated Fiber Route as defined in the Fiber Lease Agreement attached hereto as **Attachment "A"** (the "***Fiber Route***"), and incorporated herein for all purposes. Maintenance shall include Scheduled Maintenance, Unscheduled Maintenance and Emergency Maintenance, all as further defined herein. The parties agree that the Company's Maintenance described herein shall include any extensions of the City Fiber ***("City Extensions")*** to City facilities that the City may make from time to time. City shall provide notice to Company of any City Extensions made by or on behalf of the City (if work not performed by the Company), along with a copy of as-built drawings.

Section 1.2 Scheduled Maintenance.

Company shall perform appropriate preventive maintenance services on the City Fiber located in the Company's conduit and Designated Fiber Route in accordance with Company's then current

preventative maintenance procedures ***("Scheduled Maintenance")***, a copy of which Company will provide to City at least annually. The Scheduled Maintenance and shall include the following services:

a. Patrol of Designated Fiber Route on a regularly scheduled basis, which will not be less than monthly, unless "high-rail" access is necessary, in which case, the Company will patrol on a quarterly basis;

b. Comply with the provisions of Texas Utilities Code Chapter 251 regarding participation in the "Call-Before-You-Dig" program, including providing copies of maps or grid location or other identifiers indicating the location of the Company underground conduit and Designated Fiber Route;

Maintain sign posts along the Designated Fiber Route in the City's right-of-way with the designated contact information regarding the "Call-Before-You-Dig" program;

c. Assign fiber maintenance technicians as needed to locations along the route of the Designated Fiber Route to perform the Scheduled Maintenance services.

d. Maintenance which is reasonably expected to produce any signal discontinuity must be coordinated between the City and the Company in order to minimize disruption of service to the City. Generally, the Company will schedule this work after midnight and before 6:00 a.m. local time. Major system work, such as fiber rolls and hot cuts, will be scheduled for Planned Service Work Period ("PSWP") weekends. A calendar showing approved PSWP will be agreed upon in the last quarter of every year for the year to come. The intent is to avoid jeopardy work on the first and last weekends of the month and high-traffic holidays.

Section 1.3 Unscheduled Maintenance.

a. Non-routine maintenance and repair of the City Fiber, the conduit or the Designated Fiber Route, which is not included as Scheduled Maintenance ***("Unscheduled Maintenance"),*** shall be performed by or under the direction of the Company. Unscheduled Maintenance shall consist of repair and maintenance in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of the City Fiber, the conduit or the Designated Fiber Route not covered by Scheduled Maintenance. City shall immediately report the need for Unscheduled Maintenance to Company in accordance with reasonable procedures promulgated by Company from time to time, provided that Company provides an updated copy of the procedures to the City. Company will log the time of City's report, verify the problem and dispatch personnel immediately to take corrective action.

Section 1.4 Emergency Maintenance.

Emergency Maintenance shall be performed in response to an alarm identification by Company's Operations Center, notification by the City or notification by any third party of any failure, interruption or impairment in the operation of the City Fiber, the conduit or the Designated Fiber Route, or any event imminently likely to cause the failure, interruption or impairment in the operation of the City Fiber, the conduit or the Designated Fiber Route.

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Company shall have its first maintenance employee at the site requiring Emergency Maintenance activity within one (1) hour from the time Company becomes aware of an event requiring Emergency Maintenance, unless delayed by circumstances beyond the reasonable control of the Company.

Section 1.5 Operations Center

a. Company shall operate and maintain an Operations Center ("OC") staffed twenty-four (24) hours a day, seven (7) days a week by trained and qualified personnel. Company's maintenance employees shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week.

b. Company shall maintain a toll-free telephone number for City to contact Company's personnel at the OC regarding maintenance and operations issues. Company's OC personnel shall dispatch maintenance and repair personnel along the system to handle and repair problems detected in the City Fiber, the conduit or the Designated Fiber Route: (i) through the any remote surveillance equipment may have and/or upon notification by City to Company, or (ii) upon notification by a third party.

Section 1.4 Cooperation and Coordination

a. In performing its services hereunder, Company shall take at all times perform to the industry's standard of care in compliance with the maintenance and handling procedures of the Fiber Optic Installer's Field Manual published by the Fiber Optic Association (http://www.thefoa.org) to prevent impairment to the signal continuity and performance of the City Fiber or the conduit in the Designated Fiber Route. The precautions to be taken by Company shall include notifications to City of Company's activities affecting the City Fiber, the conduit or the Designated Fiber Route. In addition, the Company shall reasonably cooperate with the City in sharing information and analyzing the disturbances regarding the cable and/or fibers. In the event that any Emergency Maintenance hereunder requires a dispatch of personnel or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of the City, then the City shall, at Company's reasonable request, make such City personnel available as may be necessary to monitor or coordinate connectivity in order to accomplish such maintenance, which personnel shall coordinate and cooperate with the Company in performing such maintenance as required of Company hereunder.

b. Company shall notify the City at least fourteen (14) days prior to the date in connection with any PSWP of any Scheduled Maintenance and as soon as possible after becoming aware of the need for Unscheduled Maintenance. The City shall have the right to be present during the performance of any Maintenance so long as this requirement does not interfere with Company's ability to perform its obligations under this Agreement. In the event that Maintenance is canceled or delayed for whatever reason as previously notified, Company shall notify the City at the Company's earliest opportunity, and will comply with the provisions of this paragraph in rescheduling any delayed activity.

c. City will be solely responsible for providing and paying for any and all maintenance of all electronic, optronic and other equipment, materials and facilities used by the City in connection with the operation of the their Fiber, the cost of which is not included in the maintenance services to be provided hereunder.

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d. Company shall maintain sufficient technical capability and resources to teleconference with the City during any Emergency Maintenance in order to provide regular communications during the repair process. When correcting or repairing cable discontinuity or damage, including but not limited to in the event of Emergency Maintenance, the Company shall use reasonable efforts to repair traffic-affecting discontinuity within four (4) hours after Company's representatives arrival at the problem site. In order to accomplish such objective, it is acknowledged that the repairs so effected may be temporary in nature. In such event, within twenty-four (24) hours after completion of any such Emergency Maintenance, the Company shall commence its planning for permanent repair, and thereafter promptly shall notify the City of such plans, and shall implement such permanent repair within an appropriate time thereafter. Restoration of open fibers on fiber strands not immediately required for service shall be completed on a mutually agreed-upon schedule. If the fiber is required for immediate service, the repair shall be scheduled for the next available PSWP.

e. In performing repairs, the Company shall comply with the splicing specifications as set forth in standard industry practices.

f. The Company's representatives responsible for initial restoration of a cut cable shall carry on their vehicles the typically appropriate equipment that would enable a temporary splice, with the objective of restoring operating capability in as little time as possible. The Company shall maintain and supply an inventory of spare cable in Company's storage facilities at strategic locations to facilitate timely restoration.

Section 1.5 Restoration

a. The Company shall respond to any interruption of service or a failure of the City Fiber to operate in accordance with standard industry practices (in any event, an "Outage") as quickly as possible (allowing for delays caused by circumstances beyond the reasonable control of the Company) in accordance with the procedures set forth herein.

b. When restoring a cut cable in the conduit or the Designated Fiber Route, the parties agree to work together to restore all operating connectivity as quickly as possible. The Company, promptly upon arriving on the site of the cut, shall determine the course of action to be taken to restore the cable and shall begin restoration efforts. The Company shall splice fibers tube by tube or ribbon by ribbon or fiber bundle by fiber bundle, rotating between tubes or ribbons operated by the parties having an interest in the cable, including the City, the Company and all future fiber users of the system (collectively, the "Interest Holders"), in accordance with the following described priority and rotation mechanics; provided that, lit fibers in all buffer tubes or ribbons or fiber bundles shall have priority over any dark fibers in order to allow transmission systems to come back on line; and provided further that, the Company will continue such restoration efforts until all lit fibers in all buffer tubes or ribbons are spliced and all traffic restored. In general, priority among Interest Holders affected by a cut shall be determined on a rotating restoration-by-restoration and segment-by-segment basis, to provide fair and equitable restoration priority to all Interest Holders, provided, however that the highest initial priority will be given to the connectivity of City Public Safety facilities. The Company will provide upon Segment completion a System-wide rotation mechanism on a Segment-by-Segment basis so that the initial rotation order of the Interest Holders in each Segment is varied (from earlier to later in the

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order), such that as restorations occur, each Interest Holder has approximately equivalent rotation order positions across the Fiber infrastructure. Additional participants in the Fiber Route that become Interest Holders after the date hereof shall be added to the restoration rotation mechanism.

c. The goal of emergency restoration splicing shall be to restore service as quickly as possible. This may require the use of some type of mechanical splice, such as the "3M FiberLock" to complete the temporary restoration. Permanent restorations will take place as soon as possible after the temporary splice is complete.

ARTICLE II
FEES

Section 2.1 The City agrees to pay Company for the following fees:

a. For Scheduled Maintenance, a monthly base fee of $0.04 per lineal foot of Fiber, which shall be approximately FIVE THOUSAND THREE HUNDRED SIXTY NINE AND 56/100 for the initial 144 City Fiber strands, payable in advance on the first day of each month. The amount payable each month of this Agreement shall be determined by multiplying the base fee times the total linear feet of City Fiber installed by Company under the Fiber Lease Agreement. In the event that the City extends its Fiber to additional City facilities, the Maintenance Fee payable to Company will increase by the amounts computed by multiplying the base fee times the linear feet of fiber of the City Extensions.

For all other services, including Emergency and Unscheduled Maintenance, Company's actual cost of labor, parts and materials, plus an overhead factor of 25%, to be billed monthly as and when incurred, at the rates set forth in Attachment "B", attached hereto and incorporated into this Agreement. (Need to have a schedule – rates, cost per lineal foot, etc or maximum amount – otherwise this is an unlimited cost) The City and Company may revise the rates from time to time (but no more frequently than annually) by written instrument signed by the City Manager and Company and attached to this Agreement, without further action or approval by the City Council.

b. Damage caused by any third-party shall be jointly pursued to recover the cost of repairs to minimize any expense to the City and the Company. With the City's assistance, the Company shall initiate its collection efforts on behalf of the parties within thirty (30) days of the damage and repair. The City may at its option pursue further collection efforts as agreed between the parties or if the Company is unable to recover payment within ninety (90) days.

Section 2.2 Failure to provide such payment may result suspension of services and/or termination of this Agreement by Company, with forty-five (45) day notice to City. The City shall have the right within the forty-five (45) day period to cure the failure to pay and if such payment is made within the cure period, services will continue uninterrupted.

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ARTICLE III
TERM

Section 3.1 TERM. This Agreement shall commence on January 1, 2008 or such other date as mutually agreed in writing by the Company and the City Manager and shall continue for a period of ten (10) years thereafter unless sooner terminated as hereinafter provided.

Section 3.2 TERMINATION. It is mutually understood and agreed that either the City or the Company may terminate the Maintenance Agreement, in whole or in part for the convenience of either party, upon ninety (90) consecutive calendar days written notice to the other party. It is also mutually understood and agreed that upon such notice of termination, if the Company is engaged in the provision of labor and services, the City shall immediately notify the Company to ensure the immediate cessation of all labor and services under the Maintenance Agreement. In such an event, the Company 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, other than as explicitly noted herein.

ARTICLE IV
GENERAL CONDITIONS

Section 4.1 LEGAL RELATIONSHIP. Each party to this Agreement is responsible for their own acts and deeds and for those of their agent, employees, contractors, and personnel acting for and under the direction of such entities, during the performance of any work or services to the extent provided by law.

Section 4.2 AMENDMENTS. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

Section 4.3 LEGAL CONSTRUCTION. 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 provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 4.4 NOTICES. Any notice, demand, request, 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, to the following addresses:

To the City:	The City of El Paso Attn: City Manager 2 Civic Center Plaza, 10th Floor El Paso, Texas 79901
With a Copy to:	The City of El Paso Attn: CIO & Director of Information Technology 2 Civic Center Plaza, Basement El Paso, Texas 79901

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To the Company: Transtelco, Inc.
Attn: Miguel Fernandez, President
500 W. Overland
El Paso, Texas 79901

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

Section 4.5 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 4.6 GOVERNING LAW AND 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 4.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Company and the City, their successors and assigns. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

Section 4.8 REPRESENTATION OF COUNSEL; MUTUAL NEGOTIATION. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arms' length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

Section 4.9 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 indicated below by his or her name; and agrees on behalf of such Party that such Party will be bound by those terms.

Section 4.10 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 4.11 **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 4.12 ENTIRE AGREEMENT. This Agreement supercedes 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)

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THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

MAINTENANCE AGREEMENT

(Signature Page)

IN WITNESS WHEREOF the parties have executed this Agreement on this ____ day of _____, 2007.

CITY OF EL PASO:

_____
Joyce A. Wilson
City Manager

APPROVED AS TO FORM:

_____
Bertha A. Ontiveros
Assistant City Attorney

APPROVED AS TO FORM:

_____
Gerald Gordier, Director
CIO & Director of Information Technology

TRANSTELCO, INC.

_____
Miguel Fernandez, President

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Attachment "A"

Fiber Route

Segment 1: Route begins at a zero manhole set on the east side of 4045 Doniphan Park Circle, El Paso, Texas, then northeasterly across private easement to the west side of South Mesa Hills, southeasterly along South Mesa Hills to Bluff Canyon, south and easterly on Bluff Canyon (a/ka South Mesa Hills) to State Highway 20, south on State Highway 20 to East Baltimore, northeasterly on East Baltimore to Stanton Street, southeasterly along Stanton Street to Rio Grande Ave, northeasterly along Rio Grande Ave to Willow Street. **Total distance of Segment 1 is 45,817 feet**

Segment 2: Route begins at a manhole set, southeasterly on Willow Street to Wyoming Avenue, northeasterly along Wyoming Avenue to North Stevens Street, northerly along Stevens Street to Tularosa Avenue, easterly along Tularosa Avenue to Marr Street, southerly along Marr Street to Yandell Drive, easterly along Yandell Drive to Argentina Street, northerly along Argentina Street to Montana Avenue, easterly along Montana Avenue to US 62, northeasterly along US 62 to Geronimo Drive, southerly along Geronimo Drive to Aztec Road, easterly along Aztec Road to Sioux Drive, southerly along Sioux Drive to Edgemere Blvd, easterly along Edgemere Blvd to Bellrose Drive, southerly along Bellrose Drive to WH Burgess Drive, easterly along WH Burgess Drive to Catalpa Lane, southwesterly along Catalpa Lane to Viscount Blvd, southeasterly along Viscount Blvd to Montwood Drive. **Total distance of Segment 2 is 37,372 feet**

Segment 3: Route begins at manhole at intersection of Viscount & Montwood, then easterly on Montwood Drive to North Yarbrough Drive, southerly along North Yarbrough Drive to Vista Del Sol Drive, southeasterly on Vista Del Sol Drive to Vista De Oro Drive, southerly along Vista De Oro Drive to Pellicano Drive, southeasterly along Pellicano Drive to Lomaland Drive, southerly on Lomaland Drive to Rojas Drive, southeasterly on Rojas Drive to Loma Verde Drive, southeasterly on Loma Verde Drive to State Road 375 Loop, northeasterly along north bound side of State Road 375 Loop to Pine Springs Drive, southeasterly on Pine Springs Drive to Mercantile Avenue, southerly along Mercantile Avenue to the zero manhole placed in at 12325 Mercantile Avenue, El Paso, Texas.
Total distance of Segment 3 is 49,104 feet

EL PASO DOWNTOWN SPUR: Route begins at a manhole set at Stanton & Rio Grande, then southerly along Stanton to Yandell, southwesterly along Yandell to a private easement, southerly along private easement to a utility bridge over IH10, southerly across utility bridge over IH 10, crossing Wyoming to Missouri, northeasterly along Missouri Stanton Street, southeasterly along Stanton Street to Franklin Street; southwesterly along Franklin Street to entrance Manhole to 201 Main Street, El Paso, Texas. **Total distance of downtown spur is 1,946 feet**

Total Route Footage 134,239 feet

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Attachment "B"

Referenced Industry Standards

Fiber Standards:

The maintenance and handling procedures will comply with the Fiber Optic Installer's Field Manual published by the Fiber Optic Association (http://www.thefoa.org).

SMF-28e Fiber conforms to ITU-T G.652 (Categories A, B, C, & D), IEC 60793-2-50 (type B1.1 & B1.3) and TIA/EIA-492CAAB fiber.

The following list describes some of the most common technology standards implemented on SMF 28e fiber

ITU-T G.983

ON (ATM Passive Optical Network). This was the first Passive optical network standard. It was used primarily for business applications, and was based on ATM.

BPON (Broadband PON) is a standard based on APON. It adds support for WDM, dynamic and higher upstream bandwidth allocation, and survivability. It also created a standard management interface, called OMCI, between the OLT and ONU/ONT, enabling mixed-vendor networks.

Multiple GPON (Gigabit PON) is an evolution of the BPON standard. It supports higher rates, enhanced security, and choice of Layer 2 protocol (ATM, GEM, Ethernet). In actuality, ATM has not been implemented.

IEEE 802.3ah

EPON or GEPON (Ethernet PON) is an IEEE/EFM standard for using Ethernet for packet data.

IEEE 802.3av

10GEPON (10 Gigabit Ethernet PON) is an IEEE Task Force for 10Gbit/s backwards compatible with 802.3ah EPON. 10GigEPON will likely be based on Wave Division Multiplexing (WDM) technology.

IEEE 802.3z. 802.3z

1000BASE-X, where -X refers to either -CX, -SX, -LX, or (non-standard) -ZX.

CWDM and DWDM - Multiple Optical Transport Technologies

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Attachment "C"

Component Rate Structure

Where the City requires work that is not covered or provided by the Company under the maintenance contract (Un-Scheduled or Emergency Maintenance), the following are the standard costs that will be applied to meet those requirements:

- Boring costs per foot: Average Boring Cost is approximately $45.00 per foot. Price varies depending on utility Density, potholing requirements, material being bored through.

- Fiber Costs: Bulk Fiber Order $1.75 cents per foot on a Soft jacketed 288-strand fiber.

    - 144-strand fiber, gel-free non-armored - $2.33 per foot
    - 96-strand fiber, gel-free non-armored - $1.56 per foot
    - 72-strand fiber, gel-free non-armored - $1.21 per foot
    - 24-strand fiber, gel-free non-armored - $0.49 per foot

  Alternate fiber optic cables may be used at alternate prices, by city specification.

- Underground Enclosures: $480.00 each.

- Hand Pulls: Price Varies depending on location and right-of-way ownership, depending on traffic control requirements, lane closures, and ambient area access.

- Manholes Costs Vary depending on Size, Load Capacity, Environmental Retractions and ambient requirements, traffic or non traffic bearing, location type: (Asphalt, Concrete, Sidewalk) Install time 2 days.

- Interduct Price: *Pending Information Request.*

- Labor rate: $65 USD man hour.

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THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

TRANSTELCO FIBER LEASE AGREEMENT

R E C I T A L S:

WHEREAS, the Company is a certificated telecommunications provider as defined in Local Government Code Chapter 283 and Utilities Code Chapter 66 and is authorized by state law to use the City's right of way for (state the purpose); and;

WHEREAS, the Company has obtained a Certificate of Operating Authority and Service Provider Certificate of Authority from the Public Utilities Commission of Texas pursuant to Texas Utilities Code Chapter 66; and

WHEREAS, the Company and the City desire to enter into this Agreement to designate the right of way along an agreed route and provide for the lease by the Company to the City of fiber optic strands to be installed by the Company within the Company's existing underground conduit along the agreed route, as hereinafter provided.

A G R E E M E N T:

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:

ARTICLE I
THE PROJECT SCOPE

Section 1.1 LEASE AND INSTALLATION OF FIBER. The Company hereby agrees to lease to City, and City agrees to lease from Company, 144 fiber optic strands for high-speed connectivity (the "City ***Fiber***") at the price and schedule set herein. The City Fiber will be installed by the Company within the Company's existing underground conduit in the Designated Fiber Route as hereinafter described (the "***Project***"). Following the completion of the Project, the Company shall provide all maintenance relating to the City Fiber located in the Company's conduit as set forth in Section 2.4 of this Agreement and more particularly in the Maintenance Agreement. The City and the Company may also agree by a separate agreement that the Company will have its contractor extend the underground conduit in specific locations in to connect City Fiber to existing or future City facilities.

Section 1.2 DESIGNATED FIBER ROUTE. The parties acknowledge that, under the laws of the State of Texas, the Company has a right to use the City's right of way to construct and maintain an underground conduit for its own telecommunication facilities and both agree that it is in the best interest of both parties to designate a specific conduit route, as more fully detailed on **Attachment "A"** (the "***Designated Fiber Route***"), which is attached hereto and incorporated herein for all purposes. The Company agrees that it will install the City Fiber in the same

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Company underground conduit along the Designated Fiber Route and the parties agree that the City's occupancy shall be non-exclusive. Nothing in this Agreement shall prohibit the Company from permitting the non-exclusive use or occupancy of the conduit by any third party(ies).

The parties further agree that the City may require the Company to change the route and relocate the underground conduit to another location in the City's right-of-way, at the Company's sole expense, when such change is necessary in the closing, opening or relocating of streets or alleys, or water or sewer lines, the changing of the grade of streets or alleys, the construction and maintenance of parks and public improvements, the construction of private buildings, the construction or use of driveways, and under other conditions which the City Council shall find necessary under the lawful exercise of its police power. Nothing in this agreement shall impair the City's municipal authority under the laws of the State of Texas at any time in furtherance of its power to manage the City's right of way and protect the health, safety and welfare of the public. In the event that the conduit is relocated, the Designated Fiber Route shall be revised without need for formal execution of an amendment to this Agreement.

Section 1.3 INSTALLATION. The installation of the City Fiber shall be completed by the Company in accordance with the technical specifications and requirements more fully described within Attachment "B", which is attached hereto and incorporated herein for all purposes. The Company shall provide the material and labor for the installation of the City Fiber along with the Company's fiber in the Designated Fiber Route through its contractor. All costs related to the installation of the City Fiber in the Designated Fiber Route shall be borne by the Company. The City shall be responsible for any and all equipment, hardware and software required to use the City Fiber, and for connecting the Fiber to the City's buildings, structure, facilities, equipment and hardware, including the cost of extending the underground conduit to such City facilities.

The Company shall sufficiently mark the City Fiber so that such facilities are easily identified by the parties.

Section 1.4 OWNERSHIP. Throughout the term of this Agreement and at all times following the termination of the Agreement, the Company shall retain ownership of the underground conduit. The City shall maintain a leasehold interest only in the City Fiber. Ownership of any equipment, hardware and other non-expendable items purchased by each entity shall be retained by the entity that purchased the equipment for use in the Project.

Section 1.5. RIGHT TO OCCUPY. The City shall have the right to have its City Fiber occupy the Company's underground conduit for the term of this Agreement, unless terminated as set forth herein.

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ARTICLE II
DUTIES OF THE PARTIES

Section 2.1 LEASE PRICE AND PAYMENT. The City agrees to pay the Company for the lease and installation of the City Fiber in the Designated Fiber Route, the unit price of $9.92 per linear foot of City Fiber, at an estimated 134,239 linear feet, for an estimated total amount of

ONE MILLION THREE HUNDRED THIRTY ONE THOUSAND SIX HUNDRED FIFTY AND 88/100 DOLLARS ($1,331,650.88). Upon execution of this Agreement, the City shall lease 33,600 linear feet of City Fiber and pay to the Company an amount of THREE HUNDRED THIRTY THREE THOUSAND THREE HUNDRED TWELVE AND 00/100 DOLLARS ($333,312.00) within 15 days of the execution of the Agreement. The Company shall commence the Project no later than January 7, 2008. At the completion of approximately fifty percent (50%) of the Project, the Company shall submit to the City's satisfaction evidence of the completion of approximately 50% of the Project along with an invoice for half of the remaining total compensation for Company's services. City shall pay the remaining amount of the compensation upon 100% completion of the Project, with the final amount to be invoiced to the City based upon the total linear feet of City Fiber at the rate stated in this paragraph above. The City shall have the right to review the evidence of completion at the 50% and 100% phases, including performing a site inspection at the City's discretion, in order to confirm or revise the estimate of work completed. Following the City's acceptance of the work and the invoice, the City shall make the payment due to Company within 21 days.

Except as set forth in this Agreement and its attachments, all costs related to the installation of the underground conduit in the Designated Fiber Route shall be borne by the Company, unless both parties execute a written amendment to this Agreement.

Section 2.2 RIGHT OF WAY. The City acknowledges that the Company has a right to install, maintain, remove, repair and replace the Company's underground conduit in the City's right of way along the Designated Fiber Route. The parties agree that the only compensation for the use of this right of way shall be the right-of-way fees established and administered pursuant to Texas Local Government Code Chapter 283 (HB 1777) and regulations of the Texas Public Utilities Commission.

The Company may at any time modify the use, location or configuration of its underground conduit(s). The Company shall relocate the City Fiber along with its own telecommunications facilities when necessary due to conduit construction or reconstruction by or on behalf of the Company or due to the construction or relocation of the Company's conduits or lines.

Notwithstanding the above, the parties agree that the Company shall comply with all applicable law, including obtaining construction permits, and implementing construction, safety and related measures as set forth in the City's Municipal Code in furtherance of the City's police powers and obligation to manage the City's right of way and protect the public's health, safety and welfare. The Company shall promptly restore to as good condition as before the working thereon, and in accordance with the reasonable regulation of the City, all streets excavated by the Company at its own cost.

Section 2.3 RESTRICTIONS ON USE. The City and the Company agree that the City Fiber is to be used by the City for its internal, non-commercial telecommunications purpose. The parties further agree that the City may sublease any of its excess City Fiber to any other governmental entity (as defined in Government Code Section 2254.002) located in and around El Paso, Texas, but only for the governmental entity's own non-commercial telecommunications purposes. Except as set forth herein, the City shall not convey or sell its privileges under this

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Agreement in any manner nor permit any other person or entities to use the City Fiber or the Company's conduit for any purpose.

City and the Company may not transfer or assign its rights or privileges under this Agreement to any third party without the written consent of the other party to this Agreement, which consent shall not be unreasonably withheld.

Section 2.4 MAINTENANCE AGREEMENT. The Company agrees to provide maintenance to the City's Fiber, at the City's expense (the "Maintenance Agreement") at the cost, terms and conditions set forth therein, unless sooner terminated as therein provided. Upon prior written approval of the City, the Company will repair and/or replace the City's Fiber and the City shall pay for such repair and/or replacement. Such maintenance work shall be performed as soon as reasonably possible, so as to minimize any loss of use of such City Fiber. The City shall, upon presentation of paid invoice, reimburse the Company for such services rendered, as more particularly set forth in the Maintenance Agreement.

Section 2.5 SUBCONTRACTORS. The parties agree that the Company may utilize the services of subcontractors in performing the Maintenance services required under this Agreement. The Company shall cause appropriate provisions to be inserted in all subcontracts relative to the work to ensure subcontractor compliance with the terms of this Agreement, including compliance with all applicable laws. Nothing in this agreement shall create a contractual relation between the City and any subcontractor. The City shall have no responsibility to any subcontractor employed by the Company for performance of Maintenance services, but said subcontractors will look exclusively to the Company for any payments due subcontractors.

ARTICLE III
TERM AND TERMINATION

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Section 3.1 TERM. The term of this Agreement shall commence on the date first noted above and continue for a period of ten (10) years. The City shall have the option to extend the term of this Agreement for two additional ten (10) year terms.

Section 3.2 TERMINATION The City or the Company may terminate the Agreement for cause upon forty-five (45) consecutive calendar days written notice to the other party ("Termination Notice"). The party receiving the Termination Notice shall have forty-five (45) days from the date of receipt to correct such cause. If the default is not corrected within such forty-five (45) day period, the Agreement shall be deemed to be terminated. Cause shall mean any material breach of the terms of this Agreement, including the use of the City Fiber or Company's underground conduit or related facilities in violation of any law or in aid of any unlawful act.

It is also mutually understood and agreed that upon such notice of termination, if the Company is engaged in the provision of labor and services for the Project, the City shall immediately notify the Company to immediately cease its performance of all labor and services under this

Agreement. In such an event, the Company 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, other than as explicitly noted herein.

If this Agreement is terminated, the City shall remove the City Fiber from the Company conduit within one hundred eighty (180) days of such written notice. City shall provide the Company with written notice 24 hours in advance of City's opening or entering the conduit to conduct work operations therein. During all times at which City has access to the Company's conduit, the Company shall have the right to have a Company employee or agent present. If the City fails to remove the City Fiber as set forth herein, the Company may have the City Fiber removed and City shall reimburse the Licensor for the expenses associated with removal.

Section 3.3 First Right of Refusal. If the Company dissolves, abandons or notifies the City of its intent to abandon the conduit for a period of one hundred eighty (180) days or more, the City shall have the first right of refusal to purchase the underground conduit and related facilities along the Designated Fiber Route for the market value of such assets, appraised as an ongoing business (the "Appraised Value"). In order to exercise this option to purchase, the City will provide written notice to the Company of its intent to purchase (the "Notice"). The determination of the Appraised Value shall be accomplished as set forth herein. The Company and the City will meet within thirty (30) days of the Notice and attempt to reach agreement upon the Appraised Value. In the event the Company and the City cannot reach agreement upon the Appraised Value within such thirty (30) day period, the Company and the City shall each appoint a qualified business appraiser, with a reasonable level of experience in business valuations of telecommunications assets. The appraisers so appointed shall each render an opinion as to the Appraised Value within ninety (90) days of the Notice. If the two opinions differ by 10% or less of the higher value, the appointed appraisers shall select a mutually agreeable independent business appraiser (with reasonable business valuation experience), who shall provide an opinion as to the Appraised Value to both parties within one hundred fifty (150) days of the Notice. The value assigned by the independent appraiser and the closest value assigned by either of the appointed appraisers shall be averaged to produce the Appraised Value.

ARTICLE IV
GENERAL CONDITIONS

Section 4.1 LEGAL RELATIONSHIP. Each party to this Agreement is responsible for their own acts and deeds and for those of their agent, employees, contractors, and personnel acting for and under the direction of such entities, during the performance of any work or services to the extent provided by law.

Section 4.2 AMENDMENTS. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

Section 4.3 LEGAL CONSTRUCTION. 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

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such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 4.4 **INDEMNIFICATION OF THE CITY.** **BY ACCEPTANCE OF THIS AGREEMENT, THE COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, THEIR DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS FOR INJURIES OR DAMAGES TO PERSONS OR PROPERTY (INCLUDING DEATH) ALLEGED TO HAVE BEEN RECEIVED OR SUFFERED AS A RESULT OF OR ARISING OUT OF THE OPERATIONS OF THE COMPANY OR ITS AGENTS, SUBCONTRACTORS, CONTRACTORS AND EMPLOYEES, IN THE PERFORMANCE OF THIS AGREEMENT.**

The Company or City shall promptly advise the other in writing of any known claim or demand against the Company or the City related to or arising out of the party's activities in the conduit.

SECTION 4.5 **NO LIENS.** Neither party shall permit any mechanics', materialmen's or other similar liens or claims to stand against the facilities or conduit belonging to the other party or any additions or appurtenances thereto for labor or material furnished in connection with any work performed on or in their behalf. Upon reasonable and timely notice of any such lien or claim delivered one of the parties, the initial party shall immediately deliver a copy to the second party, the initial party shall bond and contest the validity and amount of such lien and immediately pay any judgment rendered, all proper costs and charges and have the lien or claim released at its sole expense.

Section 4.6 **NOTICES.** Any notice, demand, request, 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, to the following addresses:

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To the City:	The City of El Paso Attn: City Manager 2 Civic Center Plaza, 10th Floor El Paso, Texas 79901
With a Copy to:	The City of El Paso Attn: Information Technology Director 2 Civic Center Plaza, Basement El Paso, Texas 79901
To the Company:	Transtelco, Inc. Attn: Miguel Fernandez, President 500 W. Overland El Paso, Texas 79901

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

Section 4.7. 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 4.8 GOVERNING LAW AND 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 4.9 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the City and the Company, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

Section 4.10 REPRESENTATION OF COUNSEL; MUTUAL NEGOTIATION. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arms' length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

Section 4.11 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 indicated below by his or her name; and agrees on behalf of such Party that such Party will be bound by those terms.

Section 4.12 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 4.13 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

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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 4.14 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)

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THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

TRANSTELCO AGREEMENT

Signature Page

IN WITNESS WHEREOF the parties have executed this Agreement on this ____ day of _____, 2007.

CITY OF EL PASO:

_____
Joyce A. Wilson
City Manager

APPROVED AS TO FORM:

_____
Bertha A. Ontiveros
Assistant City Attorney

APPROVED AS TO FORM:

_____
Gerald Gordier, Director
Information Technology Department

TRANSTELCO, INC.

_____
Miguel Fernandez, President

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Attachment 'A'
Transtelco, Inc.
El Paso, Texas

Designated Fiber Route Description

Segment 1: Route begins at a zero manhole set on the east side of 4045 Doniphan Park Circle, El Paso, Texas, then northeasterly across private easement to the west side of South Mesa Hills, southeasterly along South Mesa Hills to Bluff Canyon, south and easterly on Bluff Canyon (a/ka South Mesa Hills) to State Highway 20, south on State Highway 20 to East Baltimore, northeasterly on East Baltimore to Stanton Street, southeasterly along Stanton Street to Rio Grande Ave, northeasterly along Rio Grande Ave to Willow Street.
Total distance of Segment 1 is 45,817 feet

Segment 2: Route begins at a manhole set, southeasterly on Willow Street to Wyoming Avenue, northeasterly along Wyoming Avenue to North Stevens Street, northerly along Stevens Street to Tularosa Avenue, easterly along Tularosa Avenue to Marr Street, southerly along Marr Street to Yandell Drive, easterly along Yandell Drive to Argentina Street, northerly along Argentina Street to Montana Avenue, easterly along Montana Avenue to US 62, northeasterly along US 62 to Geronimo Drive, southerly along Geronimo Drive to Aztec Road, easterly along Aztec Road to Sioux Drive, southerly along Sioux Drive to Edgemere Blvd, easterly along Edgemere Blvd to Bellrose Drive, southerly along Bellrose Drive to WH Burgess Drive, easterly along WH Burgess Drive to Catalpa Lane, southwesterly along Catalpa Lane to Viscount Blvd, southeasterly along Viscount Blvd to Montwood Drive.
Total distance of Segment 2 is 37,372 feet

Segment 3: Route begins at manhole at intersection of Viscount & Montwood, then easterly on Montwood Drive to North Yarbrough Drive, southerly along North Yarbrough Drive to Vista Del Sol Drive, southeasterly on Vista Del Sol Drive to Vista De Oro Drive, southerly along Vista De Oro Drive to Pellicano Drive, southeasterly along Pellicano Drive to Lomaland Drive, southerly on Lomaland Drive to Rojas Drive, southeasterly on Rojas Drive to Loma Verde Drive, southeasterly on Loma Verde Drive to State Road 375 Loop, northeasterly along north bound side of State Road 375 Loop to Pine Springs Drive, southeasterly on Pine Springs Drive to Mercantile Avenue, southerly along Mercantile Avenue to the zero manhole placed in at 12325 Mercantile Avenue, El Paso, Texas.
Total distance of Segment 3 is 49,104 feet

EL PASO DOWNTOWN SPUR: Route begins at a manhole set at Stanton & Rio Grande, then southerly along Stanton to Yandell, southwesterly along Yandell to a private easement, southerly along private easement to a utility bridge over IH10, southerly across utility bridge over IH 10, crossing Wyoming to Missouri, northeasterly along Missouri Stanton Street, southeasterly along Stanton Street to Franklin Street; southwesterly along Franklin Street to entrance Manhole to 201 Main Street, El Paso, Texas.
Total distance of downtown spur is 1,946 feet

Total Route Footage 134,239 feet

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Attachment "B"

Referenced Industry Standards

Fiber Standards:

The maintenance and handling procedures will comply with the Fiber Optic Installer's Field Manual published by the Fiber Optic Association (http://www.thefoa.org).

SMF-28e Fiber conforms to ITU-T G.652 (Categories A, B, C, & D), IEC 60793-2-50 (type B1.1 & B1.3) and TIA/EIA-492CAAB fiber.

The following list describes some of the most common technology standards implemented on SMF 28e fiber

ITU-T G.983

ON (ATM Passive Optical Network). This was the first Passive optical network standard. It was used primarily for business applications, and was based on ATM.

BPON (Broadband PON) is a standard based on APON. It adds support for WDM, dynamic and higher upstream bandwidth allocation, and survivability. It also created a standard management interface, called OMCI, between the OLT and ONU/ONT, enabling mixed-vendor networks.

Multiple GPON (Gigabit PON) is an evolution of the BPON standard. It supports higher rates, enhanced security, and choice of Layer 2 protocol (ATM, GEM, Ethernet). In actuality, ATM has not been implemented.

IEEE 802.3ah

EPON or GEPON (Ethernet PON) is an IEEE/EFM standard for using Ethernet for packet data.

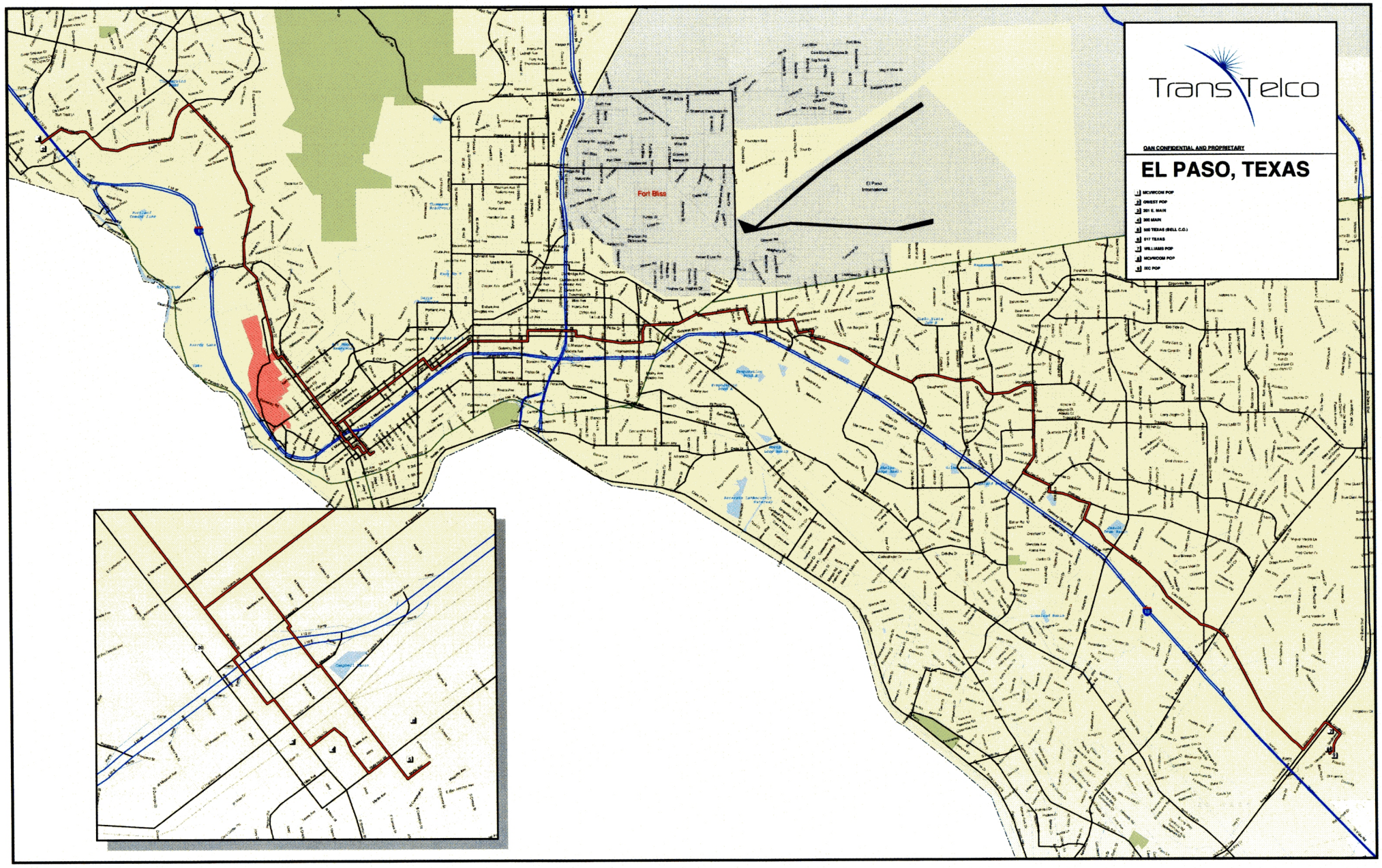
IEEE 802.3av

10GEPON (10 Gigabit Ethernet PON) is an IEEE Task Force for 10Gbit/s backwards compatible with 802.3ah EPON. 10GigEPON will likely be based on Wave Division Multiplexing (WDM) technology.

IEEE 802.3z. 802.3z

1000BASE-X, where -X refers to either -CX, -SX, -LX, or (non-standard) -ZX.

CWDM and DWDM - Multiple Optical Transport Technologies


TransTelco
QAN CONFIDENTIAL AND PROPRIETARY
EL PASO, TEXAS
MCI/WCOM POP
QWEST POP
201 E. MAIN
300 MAIN
500 TEXAS (BELL C.O.)
517 TEXAS
WILLIAMS POP
MCI/WCOM POP
2CC POP
Fort Bliss
El Paso International

transtelco

December 7, 2007

Gary Gordier, CIO & Director of I.T.
2 Civic Center Plaza
El Paso, TX 79912

To Whom It May Concern:

Trans-Telco is a Texas corporation and is a Competitive Local Exchange Carrier (CLEC) telecommunication provider in the State of Texas. As such, Trans-Telco has acquired and has exclusive ownership to conduit and fiber that will be used for telecommunication purposes. This makes us a sole source provider of this conduit space.

Trans-Telco is willing and prepared to provide the City of El Paso use of our infrastructure of which the City will have exclusive use of 144-strands of fiber (from a total of 288 strands). Competition in providing this infrastructure is precluded under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section.

Sincerely,

Miguel Fernandez Stevenson
President

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FINANCIAL SERVICES
PURCHASING

SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared MIGUEL FERNANDEZ, a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is MIGUEL FERNANDEZ. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: TRANSTELCO, INC.
3. The above named company or firm is the sole source of the following item(s), product(s) or service(s).

   Exclusive ownership of conduit and fiber system.
4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why this bidder is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. **Note: This bidder understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible bidder on this and future solicitations and may result in discontinuation of any/all business with the City of El Paso.**

Signature

SUBSCRIBED AND SWORN to before me on this 13TH day of DECEMBER, 2007.

A. B. DYER
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires
AUGUST 11, 2011

NOTARY PUBLIC

A. B. DYER

PRINT NAME

AUGUST 11, 2011

MY COMMISSION EXPIRES

COMPANY: TRANSTELCO, INC.

ADDRESS: 500 W. OVERLAND AVE., STE. 110

CITY, STATE, ZIP CODE: EL PASO, TX 79901

FAX NUMBER: (915) 975-8001

CONTACT NAME: MIGUEL FERNANDEZ

WEB ADDRESS: www.transtelco.net

EMAIL: mfs@transtelco.net

FEDERAL TAX ID NUMBER: 20-8066819

TEXAS SALES TAX NUMBER: 32023875431

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JOHN COOK
MAYOR

JOYCE WILSON
City Manager

CHARLIE McNABB
City Attorney

CITY COUNCIL

ANN MORGAN LILLY, DISTRICT 1
SUSIE BYRD, DISTRICT 2
JOSE ALEXANDRO LOZANO, DISTRICT 3
MELINA CASTRO, DISTRICT 4
RACHEL QUINTANA, DISTRICT 5
EDDIE HOLGUIN, JR., DISTRICT 6
STEVE ORTEGA, DISTRICT 7
BETO O'ROURKE, DISTRICT 8

Office of the City Attorney

December 12, 2007

Client Services Contracting Unit – MC 1886
Department of State Health Services
Attention: Vonda White
1100 W. 49th Street
P.O. Box 149347
Austin, Texas 78714-9347

RE: Department of State Health Services transfer and assignment

Dear Ms. White:

Enclosed please find a fully executed original of each of the Department of State Health Services transfer and assignment.

If you have any questions, please let me know.

Very truly yours,

Elaine S. Hengen
Senior Assistant City Attorney

cc: City Clerk's Office (with attached originals)

Enclosure

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