

SOLE SOURCE PURCHASE REPORT

To: Purchasing Officer

From: Cody R Stinson

Date: 1/24/2023

1. Name and address and contact information of supplier:

AT&T Corp
One AT&T Way
Bedminster, NJ 07921-0752

2. Goods and/or services to be purchased: Hardware and services to install a Micro cell AT&T FirstNet bad cell extension

3. Estimated total dollar amount of expenditures pursuant to this request: \$133,000.00

4. Term for which goods and/or services will be purchased pursuant to this request (mark only the option which applies):

- a. ____ 34 ____ Years/Months/Weeks/Days (circle one)
b. This is a one-time sole source purchase, to be completed within the next fiscal year.

5. Identify the specific circumstances that require a sole source purchase of the goods and/or services requested:

a. Brief description of the purpose of the goods or services to be purchased: Goods and services are being put in place to extend/enhance AT&T FirstNet Cell signal to enhance our Push to Talk (PTT handheld radio system).

b. Reasons for need of goods and/or services from the specific supplier. Any one reason, by itself, does not necessarily justify a sole source purchase (mark all that apply):

i. A diligent inquiry failed to identify any source for the same or similar goods and/or services that will substantially accomplish the same or similar functions to those provided by the source identified above. If so, identify which of the following steps were taken to establish a good-faith review of available alternative sources and provide written justification verifying the actions below were taken (mark all that apply):

1. Contacted various suppliers of similar goods to discuss alternative options;
2. Performed product research for potential alternative sources;
3. Consulted with subject matter experts to identify potential alternative sources;
4. Other (specifically describe any actions taken, attach additional sheets if necessary):

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(Inability to locate other sources via internet search will not suffice as acceptable due diligence.)

- ii. The goods and/or services offered are unique or proprietary in form, fit, and function. If so, describe the unique or proprietary qualities of the goods and/or services; if available, provide documentation of their unique or proprietary nature, e.g. evidence of patent/copyright/secret processes/limited rights in data (attach additional sheets if necessary): **AT&T FirstNet band is propriety and licensed by the FCC. No other options exist to enhance/extend service**
- iii. Use of goods and/or services from sources other than an Original Equipment Manufacturer will require substantial modification to equipment or systems currently in use, resulting in substantial duplication in cost to the Water Authority that is not expected to be recovered through competition and/or unacceptable delays in fulfilling the Water Authority's requirements. If so, describe the modifications, potential costs, and/or delays associated with making substitute goods and/or services compatible with current equipment or systems (attach additional sheets if necessary):
- iv. The procurement requires a specific supplier of goods or services. If so, identify one or more of the following reasons and provide written justification verifying that the statement below is true:
1. Limited availability of goods or services;
 2. Proven quality, accuracy, and/or dependability;
 3. Compatibility considerations;
 4. Safety considerations;
 5. Warranty issues or guarantee of parts performance;
 6. During the system design process, several alternatives were evaluated and the current proprietary process was selected;
 7. Other (specifically describe any other reasons, attach additional sheets if necessary):
- v. The goods and/or services cannot be purchased by the Water Authority from any other supplier, e.g. the supplier has a protected territory established by the original producer of the goods or services. If so, attach written documentation from the original producer verifying the availability of sources for goods and/or services.

6. Describe the reasons the purchase is in the public's interest (attach additional sheets if necessary): **Adequate Push to Talk PTT coverage for Reclamation site employees is required for safety reasons.**

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7. Attach negotiated cost or fee schedule, as applicable, along with evidence confirming that the price is most advantageous to the Water Authority.

Requirement:

At least fifteen days before a sole source contract is awarded, the Central Purchasing Office shall post this notice of intent to award any sole source contracts for goods, services, or construction, on its website.

Any qualified potential contractor may protest an intent to award a sole source procurement to the Central Purchasing Office. The protest shall be submitted in writing within fifteen calendar days of the notice of intent to award a contract being posted by the Central Purchasing Office.

The signature below certifies that this justification is accurate and complete to the best knowledge and belief of the individuals signing:

Requestor's Signature:

Title: NA Chief Engineer NA Date

Signature Acknowledgement from the Division Manager:

Cody R Stinson *1/23/2023*

Division Manager Date

Review and Verification by Purchasing Officer:

Jonell

Purchasing Officer *1/26/23 09:03 MST*
Date



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AT&T Location Acct ID: 6401276502

Customer	AT&T
Albuquerque Bernalillo County Water Utility Authority 4201 2 nd Street Southwest Albuquerque, New Mexico 87105 USA	AT&T Mobility National Accounts LLC
Customer Contact (for Notices)	AT&T Contact (for Notices)
Cody Stinson CIO cstinson@abcwua.org (505) 239-8631	AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This AT&T On-Premises Cellular Network Agreement (Agreement) is between the Customer named above (Customer) and the AT&T entity named above (AT&T). AT&T and Customer are, at times, referred to herein individually as a Party and together as the Parties. This Agreement is effective on the date the last party signs (the Agreement Effective Date).

Customer wishes to engage AT&T for an On-Premises Cellular Network (the Solution) including the installation, operation, monitoring and removal of AT&T-owned equipment at a Customer's Premises that enhances the RF signal for users of AT&T Mobile Services at the Premises, and, if mutually agreed, enhances the Mobile Service from other Wireless Service Providers. This installation may include indoor and/or outdoor components. AT&T agrees to provide the Solution to help enable such enhanced RF coverage pursuant to the terms and conditions of this Agreement.

Documents attached to this Agreement:

- Exhibit A: Premises Description
- Exhibit A-1: Premises 1 - Fees and Funding

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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1. DEFINITIONS

- 1.1. Affiliate** of AT&T means any entity that controls, is controlled by, or is under common control with AT&T.
- 1.2. Base Station** means an AT&T-owned base transceiver station (BTS) or any other device that generates RF.
- 1.3. COAM** means Customer-owned and maintained and AT&T approved.
- 1.4. Connection Space** means space on or within the Premises where AT&T's conduits, wires, cables, cable trays and other necessary connections to AT&T's Network, external power supply and telephone service are located.
- 1.5. Distributed Antenna System or DAS** means antennas mounted on the interior of a building that can provide enhanced RF coverage to the interior of the building, together with the corresponding electronics, cabling, and any distribution system required to connect the antennas to the electronics. A DAS may be AT&T-owned, Customer owned, or third-party owned.
- 1.6. Emergency** means a situation in which there is an imminent threat of injury to person or property, or loss of life.
- 1.7. Equipment Space** means space on or within a Structure where AT&T has the right to install a Wireless Installation.
- 1.8. FCC** means the Federal Communications Commission.
- 1.9. Frequency or Frequencies** means the RF spectrum licensed to an AT&T Affiliate or other Wireless Service Provider by the FCC for use in providing wireless telecommunication services and features.
- 1.10. Hazardous Materials** means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal, or release is regulated by any law related to pollution, protection of air, water, or soil or health and safety.
- 1.11. Interference** means undesired RF energy that can degrade the quality of Mobile Service on FCC licensed frequencies, causing distorted conversations, dropped calls, and blocked calls for AT&T's licensed Affiliates or other carriers.
- 1.12. Mobile Service** means Commercial Mobile Radio Service, including without limitation cellular wireless voice telecommunications services and cellular wireless data telecommunications services, all as more fully described in the applicable Wireless Service Agreement.
- 1.13. Modifications** means any modifications, enhancements, expansions, upgrades, equipment replacements, adjustments, shut-downs, disablements, or other changes to a Solution or any component thereof.
- 1.14. Network** means the AT&T infrastructure that is used to provide wireless radio telecommunications services on the Frequencies.
- 1.15. Outages** mean Mobile Service outages defined by a failure in one or more sectors (i.e., clusters of Small Cell units served by a Baseband Controller) resulting in loss of Small-Cell capacity.
- 1.16. Premises** means the individual, physical Customer locations, including Equipment Space and Connection Space, identified in Exhibit A, including its related exhibits (collectively, Exhibit A).
- 1.17. Repeater** means a bi-directional amplifier.
- 1.18. RF** means radio frequency.
- 1.19. Section and "§"** mean sections of this Agreement, unless otherwise noted.
- 1.20. Small Cell** means a high capacity, low power small cell radio that generates RF for the purpose of extending Mobile Service coverage.
- 1.21. Solution** means the services and equipment as applicable provided pursuant to this Agreement.
- 1.22. Structure** means a suitable support structure to which a Wireless Installation is attached, including but not limited to a pole, tower, building, or building roof-top platform.
- 1.23. System** means a customized on-premises wireless radio telecommunications system comprised of one or more Base Station(s) or Small Cell or Repeaters DAS, related transmission facilities and any related equipment and including cabling installed for use on the Premises, as further described for each particular Premises in Exhibit A, to enable enhanced RF coverage. A System may be indoor or outdoor.
- 1.24. System Design** means a mutually agreed document describing a System and the AT&T equipment to be installed at a Premises.
- 1.25. Transport** means the public telecommunications infrastructure that permits telecommunications between and among defined Network termination points, which may include compatible IP network or compatible broadband service. Also known as "backhaul" and "fronthaul".

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1.26. Wireless Installation means the outdoor antenna system equipment affixed to a Structure.

1.27. Wireless Service Provider means a company that offers transmission services to users of wireless devices through RF signals.

2. TERM

This Agreement will continue in effect as long as any AT&T-owned component(s) of a System remain at the Customer's Premises.

3. SYSTEMS AND PREMISES

3.1. Identification

A unique System is required for each Customer Premises. Each System, along with any applicable installation fees, equipment removal fees, and other System-specific details are described in the Exhibit(s). In the extent of a conflict with the terms and conditions of the rest of the Agreement, the terms and conditions of the applicable Exhibit (s) will take precedence.

3.2. Design

Each System includes a corresponding design that is mutually agreed upon in writing by the Parties after the Effective Date of this Agreement (each, a Design).

3.3. Installation

AT&T will install the AT&T-owned equipment on the corresponding Premises in accordance with the System design(s). Related installation fees for the System(s), if any, are set forth in Exhibit A.

3.4. Ownership

FCC regulations require AT&T to maintain control over any transmitting device that operates within AT&T's assigned RF spectrum. The Parties agree that except with respect to a COAM DAS or COAM Repeater (if applicable): (a) Customer does not have, and will not acquire through this Agreement, any proprietary or ownership rights or interest in any AT&T equipment, the Network, AT&T's cell sites and related components, the Frequencies, or the public revenues associated with the Solution or any AT&T equipment, (b) all AT&T equipment, and all corresponding components, are and will remain the property of AT&T, and (c) AT&T will have the right to install, operate, monitor and remove any AT&T-owned equipment in its sole discretion at AT&T's expense. AT&T has no proprietary or ownership rights in the Premises or Customer's facilities, including Customer-owned cabling and distribution systems, including the COAM DAS and/or COAM Repeater (if applicable) used as part of an installation.

3.5. Maintenance and Monitoring

AT&T, at its expense, will maintain all AT&T-owned components of a System, provided replacement parts are reasonably available and further provided that Customer shall bear the cost for AT&T to maintain (e.g., repair or replace) any part of a System that is damaged, destroyed, or disabled by someone other than AT&T, its contractors, or representatives. Customer, at its expense, will maintain each COAM DAS and/or COAM Repeater that is part of a System. AT&T has the right to monitor the operation of a System 24 hours per day, seven days per week, to evaluate System performance and to ensure that (i) Customer and/or a System does not cause Interference to other AT&T Customers or their users, the Network or any Wireless Service Provider's network, transmission facilities or other equipment, and (ii) the System otherwise complies with all applicable FCC technical and operational regulations. If AT&T identifies any Interference arising from Customer or a System, AT&T will attempt to isolate the cause and may, at its option, disable or shut down such System until AT&T is able to determine and eliminate the cause of the Interference. In the event AT&T intends to exercise its option to disable or shut down a System, then AT&T will provide Customer reasonable notice of the shutdown in light of the circumstances and of its general plan of action. Customer will notify AT&T immediately if the FCC or any third-party notifies Customer that any part of the System is, or may be, causing Interference.

3.6. Capacity and Modification

Due to the nature of RF, a System may not provide coverage and/or expected capacity for an entire corresponding Premises. Customer will use reasonable good faith efforts not to change the Premises or Customer's use of the Premises in any way that interferes with the Frequencies, any System, or the Network. Customer understands and agrees that with reasonable prior notification to Customer: (i) AT&T may, in its sole discretion, propose and make Modifications to the AT&T components of a System at AT&T's expense; and (ii) any such Modifications may require additional space and consume additional power at the Premises. Furthermore, if (a) a planned Modification involves an expansion of the AT&T components of a System or otherwise requires additional space and/or power and Customer objects to the Modification due to space limitations; or (b) Customer changes the Premises or use of the Premises in a manner that interferes with the Frequencies, any System, or the Network; and (c) no reasonable solution can be found to one of the occurrences in (a) or (b), then AT&T may, at its option either (1) disable or shut down the impacted AT&T components of the System at any time, and/or (2) remove such components in accordance with the Equipment Removal section of this Service Guide. Any Customer-proposed Modifications to a System are subject to AT&T's prior written approval, and, if approved, will be implemented at Customer's sole expense by an AT&T authorized vendor. Nothing in this Section will affect AT&T's other rights hereunder.

3.7. Connectivity

If a System includes a Base Station, then the Base Station requires connectivity to the Network via Transport, and AT&T will provide such connectivity at AT&T's expense. Small-Cells also require Transport. If Customer provides Transport for a Small-Cell Solution, it must be

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available on a 24-hour, 7 day a week basis and maintained in good condition and repair. Failure to support the provision of the Transport as described will prevent the System from operating.

3.8. AT&T Access

Customer will provide AT&T access to the Premises to complete any necessary installation, maintenance, repair, replacement, removal or other Modifications of any System. AT&T agrees to be subject to Customer's reasonable access security procedures and protocol, and at no cost to AT&T.

3.9. AT&T Affiliates and Subcontractors

AT&T may install, maintain, make Modifications to, monitor, remove and otherwise provide and operate a System or Wireless Installation using AT&T's Affiliates and/or authorized third-party subcontractors, and all references to "AT&T" in this Service Guide shall include any such Affiliates and authorized subcontractors.

4. CUSTOMER RESPONSIBILITIES

Customer represents, warrants, and agrees that:

(a) Customer will obtain, prior to installation and at no cost to AT&T, all required approvals, licenses, permits, right of way, permitted use and consents from any and all applicable parties (including but not limited to landlords) to allow AT&T to install, maintain, repair, replace, remove, make Modifications to, and/or operate a System on the corresponding Premises. For clarification, AT&T will obtain, at no additional cost to Customer, all approvals, licenses, permits and consents required by the FCC, the respective State Public Utilities Commission or any other regulatory agency for the operation of the AT&T-owned components of the System;

(b) Except as otherwise set forth in §3.7, Customer will provide to AT&T, at no cost to AT&T, any conduit, holes (including without limitation any roof penetrations), wire ways, fiber wiring between buildings and floors, power/utilities and other items reasonably required to allow AT&T to install, repair, maintain, replace, remove, make Modifications to, and/or operate a System. Customer is responsible for any necessary extension of the telecom/data circuit from the demarcation point to the location where a Base Station or Small-Cell is deployed. Moreover, Customer agrees to reasonably cooperate with AT&T with the provision of such items, including but not limited to Transport, within a reasonable time;

(c) Customer will provide to AT&T, at Customer's sole cost, all electrical circuits and electricity, space in and on the corresponding Premises in accordance with Exhibit A that is sufficient, climate controlled, and in such a condition that will allow AT&T to install, repair, maintain, replace, remove, make Capacity and/or Modification to (§3.6), and/or operate the corresponding System;

(d) Customer will ensure that the Premises at which AT&T installs and maintains AT&T-owned equipment is a suitable and safe working environment, free of Hazardous Materials. AT&T does not handle, remove or dispose of Hazardous Materials, and AT&T has no obligation to perform work at any Premises that is not a suitable and safe working environment. AT&T will not be liable for any Hazardous Materials;

(e) Customer will identify and make available to AT&T an authorized Customer representative to notify for gaining access to all Systems, and will provide AT&T with access to all Systems and any COAM DAS and/or any COAM Repeater as follows:

(1) Standard business hours for installation, maintenance, removal, replacement and certain Modifications (as reasonably determined by AT&T); and

(2) 24 hours per day, seven 7 days per week for repairs and certain Modifications (as reasonably determined by AT&T).

(f) Customer will ensure that no person other than an AT&T employee or AT&T authorized subcontractor performs any installation, modification, handling, maintenance, repair, removal of, and/or Modification to AT&T-owned components of a System without AT&T's written consent;

(g) Customer will not allow any other wireless Service Provider or third-party to use an AT&T-owned System without AT&T's written consent;

(h) Customer will be solely responsible for all costs to repair AT&T-owned components of a System from damage caused by acts or omissions of Customer, its agents, employees, contractors, or invitees;

(i) Customer will be solely responsible for all costs associated with a remodeling of a premises that alters the DAS and/or (ii) altering the design of a System, including moving a System or its components within the corresponding Premises to a new location if such move is done at Customer's request. All such design alterations and moves will be subject to AT&T's written approval, which will not be unreasonably withheld;

(j) Customer will not install or operate a Repeater on any Premises to transmit AT&T Frequencies without AT&T's written consent;

(k) Customer will notify AT&T of its intent to vacate any Premises at least 60 days prior to such vacancy;

(l) Customer will provide rack space within its tenant space in the corresponding Premises; and

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(m) To the extent Customer deems it necessary, Customer may provide escorts when any AT&T personnel or agent is on the corresponding Premises in accordance with this Agreement at no cost to AT&T.

(n) If Customer operates a DAS or any other RF transmitters at the Premises (collectively "Premises DAS") with AT&T's Frequencies, Customer will (i) operate the Premises DAS in compliance with the FCC RF exposure regulations, including as set forth in FCC OET- Bulletin 65 "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields"; (ii) upon reasonable request, provide AT&T with proof that the Premises DAS complies with the FCC RF exposure regulations; (iii) run an RF exposure analysis at the initial operation of the Premises DAS or subsequent modification of the equipment, to confirm compliance with the FCC RF exposure regulations; and (iv) take into account all RF transmitters at the Premises (including any non-AT&T, licensed or unlicensed, transmitters) in meeting these compliance and RF exposure analyses obligations. Customer's failure to comply with these requirements is a material breach of its obligations, and any such breach will permit AT&T to initially halt delivery of AT&T's RF signal service to the Premises DAS including all transmitter(s) and if unresolved suspend or terminate Customer's permission to transmit AT&T's Frequencies on the Premises DAS including all transmitter(s).

5. OUTDOOR WIRELESS INSTALLATIONS

The following additional terms and conditions apply to an outdoor Wireless Installation and take precedence over any conflicting provisions elsewhere in the body of this Agreement.

5.1. Outdoor Installation

AT&T will install the Wireless Installation as described in the System Design. Such installation may include Equipment Space, Connection Space and any additional space necessary to physically support the Wireless Installation. AT&T shall have the right to install connections between the AT&T equipment in the Equipment Space, the Network, external power, and telephone service. AT&T shall also have the right to install, replace, maintain, and remove utility lines, wires, Structures, cables, conduits, pipes and other necessary connections on or at the Premises and over or along any right-of-way extending from the nearest public right-of-way to the Premises. Customer will timely provide any necessary non-government approvals for this work. To the extent feasible, AT&T will locate all lines, wires, conduits and cables on existing Structures extending from the roadway into Customer's Premises. AT&T shall be solely responsible to obtain any government approvals or permits required for the installation, maintenance, repair, replacement, removal and/or operation of all Wireless Installations.

5.2. Outdoor AT&T Access

AT&T and its employees, agents, and subcontractors shall have at no additional charge, 24 hours per day, seven days per week pedestrian and vehicular access (Access) to and over the Premises, including access to the Wireless Installation, from an open and reasonably improved road to the Premises, for the installation, operation, maintenance, repair, removal, or Modification of the Wireless Installation and any utilities and Structures necessary to serve the Wireless Installation. As may be described more fully in the System Design, Customer grants to AT&T such access and shall provide to AT&T such codes, keys and other instruments necessary for such access at no additional cost to AT&T. Upon AT&T's request, Customer shall execute a separate recordable easement evidencing the rights granted herein. Upon AT&T's request, Customer shall execute a letter granting AT&T access to the Premises, and Customer shall execute additional letters as may be reasonably requested. Customer acknowledges that if AT&T cannot obtain access to the Premises, AT&T will incur significant damage. Failure to provide the access granted by this section shall be a material default by Customer.

5.3. Outdoor Maintenance

Subject to the terms and conditions herein, AT&T will maintain the Wireless Installation at its expense. Customer shall maintain in good condition any Customer-owned cabling and distribution systems, as well as any Customer owned Structures to which the Wireless Installation is connected to the extent necessary to permit the Wireless Installation to function properly.

5.4. Outdoor Modifications

AT&T may make Modifications to a Wireless Installation without obtaining prior written consent of Customer, so long as such Modification does not increase the amount of space used on a Structure, or, where applicable, the loading beyond the initial loading. Any Modification that would involve use of increased space or loading on a Customer-owned Structure beyond the mutually agreed upon amount shall be subject to Customer's prior written consent, which shall not be unreasonably withheld or delayed more than 30 days from receipt of the request. Any Customer-proposed Modifications to a Wireless Installation are subject to AT&T's prior written approval, and, if approved, will be implemented at Customer's sole expense by AT&T or an authorized AT&T subcontractor.

5.5. Outdoor Structures

To the extent the Premises includes one or more suitable Structures such as pole(s), building(s), tower(s), etc. AT&T shall be permitted to attach its Wireless Installation to any mutually agreed upon existing Structure, so long as parties determine it sufficient to support the Wireless Installation. In the event an existing Structure cannot support an agreed Wireless Installation, Customer shall replace or modify the Structure, so it is sufficient to support the Wireless Installation. AT&T will advise Customer through an Amendment.

When Structure replacements or other actions are required that may reasonably affect the Wireless Installation Customer shall notify AT&T as soon as practicable, but in no event more than 24 hours after the replacement or action.

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5.6. Outdoor Customer Responsibilities

Customer shall obtain, prior to Wireless Installation and at no cost to AT&T, all required real property approvals and consents from any applicable private parties referenced in a System Design, including but not limited to lenders and landlords, sufficient to allow AT&T to obtain all required governmental approvals and permits to install, maintain, repair, replace, remove and/or operate any Wireless Installation.

Customer shall make available to AT&T, at AT&T's request and at no cost to AT&T, any conduit, holes (including without limitation any roof penetrations), wire ways, wiring, fiber, plans, electrical lines and other utility pathways and other items reasonably required to allow AT&T to install, repair, maintain, replace, remove, make Modifications to, and/or operate the Wireless Installation. Customer shall cooperate with AT&T in providing the above within a reasonable time.

5.7. Outdoor Space and Power

(a) Customer shall provide to AT&T, at no additional cost to AT&T, space in the Premises that is sufficient and in a condition that will enable AT&T to install, operate, repair, maintain, replace, remove, and/or make Modifications to the Wireless Installation.

(b) Customer shall provide, at no additional cost to AT&T, all electricity and any other utilities required, used or consumed by the Wireless Installation.

5.8. Outdoor Transport

Customer understands that Wireless Installations require connectivity to the Network using compatible Transport.

5.8.1. Back Haul Transport

Customer will order and pay for Transport services used for its Wireless Installation, as AT&T may require. Customer is responsible for extension of the Transport from the main point of termination on the Premises to the Wireless Service.

5.8.2 Front Haul Transport

If front haul transport is applicable, Customer will pay AT&T for the connection of the outdoor front-haul transport (Dark Fiber) from an AT&T macro cell site to the Local Exchange Carrier (LEC) main point of termination (aka LEC DEMARC) on the Premises. The Dark Fiber path is provided by the local LEC at AT&T's direction.

Customer is responsible for extending fiber from the main point of termination on the Premises to the location (data center) housing the private Designation IP addresses of Customer Applications.

6. DEFAULT

Default means the failure of either Party to perform or observe any material obligation stated in this Agreement within 60 days after receipt of written notice of such failure. No such failure, however, will be deemed to exist if the defaulting party has commenced to cure such default within such period, provided that its efforts are prosecuted to completion with reasonable diligence. The preceding sentence shall not apply to payment obligations of amounts due under the Agreement.

7. TERMINATION; REMEDIES

7.1. Termination by Either Party

If a Party is in Default, then the non-defaulting Party may terminate this Agreement and exercise any and all other remedies available at law or in equity. If AT&T terminates this Agreement for Customer Default, it will also have the right to immediately shut down any and all AT&T-owned components of the System(s).

7.2. Termination by AT&T for Reasons Other than Default

AT&T may terminate this Agreement, exercise any and all other remedies available at law or in equity, and shut down the AT&T-owned components of any and all applicable Systems under the following circumstances:

7.2.1. Regulatory Change

In the event the FCC, the respective State Public Utilities Commission or any other regulatory agency or legislative body promulgates any rule, regulation or order that in effect or application prohibits or adversely affects AT&T's ability to fulfill its obligations hereunder.

7.2.2. Interference

In the event AT&T is unable to eliminate the cause of any Interference identified pursuant to §3.5., regardless of the cause.

7.2.3. Vacancy

In the event Customer vacates any Premises.

7.2.4. Operations

In the event AT&T experiences an extended loss of Customer provided power or Transport.

7.3. Equipment Removal

Upon termination of this Agreement for any reason, AT&T has the additional right to enter the Premises and remove any and all AT&T-owned components of a System upon reasonable notice to Customer, provided, however that AT&T's rights under §7.2.3. extend only to the corresponding Premises.

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7.4. Equipment Removal Fee

Customer must pay equipment removal fees detailed in Exhibit A if (a) AT&T terminates the Agreement under §6; (b) AT&T terminates this Agreement pursuant to §7.2.2. where AT&T determines that the Interference is caused by Customer or its use of the Premises; and/or (c) AT&T terminates the Agreement pursuant to §7.2.3. or §7.2.4.

8. LIMITATIONS OF LIABILITY AND DISCLAIMERS

8.1. Limitation of Liability

(a) AT&T will not be liable for any damages, arising out of or relating to mistakes, omissions, interruptions, delays, errors or defects in the System(s).

(b) §8.1(a) will not apply to (i) settlement, defense or payment obligations under §9.

(c) AT&T's liability for bodily injury, death or damage to real or tangible property directly caused by AT&T's negligence or willful misconduct is limited to proven direct damages.

(d) EXCEPT FOR SETTLEMENT, DEFENSE OR PAYMENT OBLIGATIONS UNDER §9, OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES, OR INCREASED COST OF OPERATIONS.

8.2. Additional Limitations of Liability

AT&T WILL NOT BE LIABLE FOR ANY DAMAGES, EXCEPT TO THE EXTENT CAUSED BY AT&T'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SYSTEM WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD-PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS; ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS (INCLUDING 911 CALLS OR ANY SIMILAR EMERGENCY RESPONSE NUMBER; LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S, ITS AFFILIATE'S, USER'S, OR THIRD-PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, CONFIDENTIAL INFORMATION, NETWORK OR SYSTEMS.

8.3. Disclaimer of Warranties

AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS (a) ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR (b) ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT WIRELESS CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER), OR GUARANTEE REGARDING NETWORK SECURITY OR COVERAGE.

8.4. Application and Survival

The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise and whether or not damages were foreseeable, and will apply so as to limit the liability of each Party and its affiliates, and their respective employees, directors, subcontractors and suppliers.

9. Intentionally Left Blank

10. COMPLIANCE WITH FCC RULES AND REGULATIONS

AT&T is a wireless carrier that uses federally licensed spectrum and is subject to rules and regulations of the Federal Communications Commission (FCC). The FCC has published specific regulatory guidelines as to the maximum permissible exposure (MPE) of radio frequency (RF) emissions. In connection with AT&T's installation of the equipment to be installed pursuant to this Agreement at Customer locations, there may be circumstances when applicable FCC rules require AT&T to implement precautionary measures to implement safety protections for the benefit of the public relating to RF emissions. These include but are not limited to the placement of visible signage and/or physical barriers near the equipment's antenna. Customer hereby grants and/or will obtain for AT&T the right to post all required signage, place all barriers and otherwise comply with the applicable FCC regulations at all locations where AT&T installs the equipment to be installed pursuant to this Agreement.

11. MISCELLANEOUS

11.1. Force Majeure

Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

AT&T ON-PREMISES CELLULAR NETWORK AGREEMENT

11.2. Notices

Any required notices under this Agreement will be in writing and will be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one 1 business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected 5 days after the date of posting), or by facsimile or email transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice will be sent to the office or /email address of the recipient set forth on the cover page of this Agreement or to such other office or email address or recipient as designated in writing from time to time.

11.3. Governing Law

This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

11.4. Assignment and Subcontracting

(a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party will remain financially responsible for the performance of the assigned obligations.

(b) AT&T may subcontract to an Affiliate or an authorized subcontractor work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

11.5. No Third-Party Beneficiaries

This Agreement is for the benefit of Customer and AT&T and does not provide any third-party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

11.6. Severability

If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding §11.3, applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

11.7. Survival

The terms and provisions of this Agreement that by their nature require performance by either Party after the termination or expiration of this Agreement, including, but not limited to, limitations of liability and exclusions of damages, will be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

AT&T ON-PREMISES CELLULAR NETWORK AGREEMENT

11.8. Independent Contractor

Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or subcontractors are Affiliates, employees, agents or subcontractors of the other party.

11.9. Amendments and Waivers

Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

11.10. Publicity

Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

11.11. Dispute Resolution

The parties agree to exercise their commercial best efforts to settle any dispute arising out of or related to this Agreement through good faith negotiation. Any dispute arising out of or related to this Agreement that cannot be resolved by negotiation will be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules in effect at the time that a dispute is submitted for resolution (the "Rules"), as modified by this Agreement. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration will be held in, New York, NY.

11.12. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter. This Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the subject matter or the rights and obligations concerning the same, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or order forms.

AT&T ON-PREMISES CELLULAR NETWORK AGREEMENT

EXHIBIT A

Premises Description

AT&T Owned and Managed Outdoor Solution; Nokia MBO, SBO
Solution will be mounted on and housed at Customer Structure Named: "SWRP Radio Tower"
Customer will provide Transport for the system

4201 2nd Street Southwest Albuquerque, NM 87105



AT&T ON-PREMISES CELLULAR NETWORK AGREEMENT

EXHIBIT A -1

Premises 1 - Fees and Funding

A. Location

Physical address of Premises: 4201 2nd Street Southwest Albuquerque, New Mexico 87105

B. Installation Fee.

Amount: \$133,333.00

C. Equipment Removal Fee(s)

The equipment removal fee for the AT&T-owned components of the System located at Premises above is determined in accordance with the table below.

System Type	During 1st Year Following the Agreement Effective Date	During 2nd Year Following the Agreement Effective Date	During 3 rd Year Following the Agreement Effective Date	After 3 rd Year Following the Agreement Effective Date
Small Cell Enabled	\$0.00	\$0.00	\$0.00	\$0.00

D. System-Related Funding Provided by AT&T:

Amount: \$0.00

E. Special Notes

- AT&T recommends that the System is installed in racks with seismic testing to Zone 4 with adequate load based on standard equipment deployments to protect the Network and related equipment.
- Customer is responsible to provide space within its tenant space for the AT&T System.
- Customer is responsible to provide electrical circuits for the AT&T System.
- Conduit for the GPS antenna will be required on the structure at no cost to AT&T. An alternative GPS deployment method may be used dependent upon venue acceptability.
- AT&T recommends that the System be installed with two (2) hours of power back up in case of a power outage. Customer acknowledges that the System will NOT be operational in the event of a power outage.
- Customer will provide access for AT&T installers and their vehicles and equipment during installation.
- If Customer requires escorts for installers, Customer will provide escorts at its sole expense.
- Customer is responsible to provide crane or lifts for access to the SWRP tower.
- Customer is responsible for an H-Frame enclosure at the base of the tower to house the AT&T owned System.
- Customer agrees that the building or structure is not designated as a National Historic Landmark, or listed in or eligible for listing in the National Register of Historic Places.
- Customer agrees that the building owner has not received notice that the FCC is in receipt of a complaint from a member of the public, a State Historic Preservation Office, or the Advisory Council on Historic Preservation that the collocation has, or will have, an adverse effect on one or more historic properties.
- Customer shall report any trouble on the installed System via the help desk: 800-317-0935.

NOKIA



Albuquerque Wastewater Facility

MBO/SBO Outdoor Solution

December 21, 2022

MBO/SBO Outdoor Proposal for Albuquerque Wastewater

Overview:

- Site Name: Albuquerque Wastewater Facility
 - 4201 2nd St. Southwest, Albuquerque, NM 87105
- Outdoor coverage for Band 14 and 1900 LTE
- Radios to be placed at ground level
- Antennas to be mounted on new Comm Tower
- With location of new Comm Tower fixed and planned 75 FT antenna height, design will be best effort to cover the entire facility with minimal bleed out in the lower right quadrant

Proposed Solution:

- 1 Nokia Multi-Band Outdoor (MBO) and
- 1 Single Band Outdoor (SBO) Small Cell

Location of MBO/SBO
Marked by red arrows



Flexizone AiO FW2FIB: 2 Band MBO, B2/B66

Specification	Details
LTE access	2 RF modules (Band-2 / Band-66)
Band Frequency	1 st band (slot#0) 2 nd band (slot#1) 3 rd band (slot#2) Band Class 2 Not applicable Band Class 66 UL: 1850 – 1910 MHz UL: 1710 – 1780 MHz DL: 1930 – 1990 MHz DL: 2110 – 2180 MHz
RF output power	250mW to 5W per Tx Path (10W total output power per band)
Capacity/bandwidth	Up to 40MHz in DL, 40MHz in UL
User capacity	Up to 840 LTE (20MHz, dependency on configuration)
Physical size	Volume: 9.4L, Weight: 11.0kg
Synchronization	RF GPS, 1588v2 (frequency, time, phase), SyncE, NTP
Backhaul	100/1000 Base-T Copper (2) 10Gb Fiber (2) Recommendation 100/100 Mbps backhaul capacity for 2x20MHz
Antenna	4.3-10 type connectors, Configuration: 2 Tx/2 Rx Types: Directional Panel, Omni, and Remote
Power Consumption	360 Wats (max design)
Input power	90-264 VAC
Power Out	Supports PoE Out 30W max from one of the Copper ports to supply power to external devices

Flexi Zone BTS benefits

- High capacity
- Can be used indoors – external antenna ports
- Carrier-grade software quality (macro parity)
- Proven plug & play for light touch install
- Flexible backhaul (Public and Private), power and sync solutions

All in One (AiO)



Flexizone AiO: SBO B14

Product	Flexi Zone SBO
LTE Radio Access	Band-14 (700 MHz) Frequency: UL 788-798MHz ;DL 758-768MHz;
RF Output Power	250mW to 5W per Tx branch, 2T2R MIMO
Carrier	1-C
Bandwidth Support	5 or 10MHz
Connected User Support	600
Size	Dimensions: 247(H) x 327(W) x 120(D) mm Mass ¹ : 7.5Kg Volume ² : 7.2L
Synchronization	RF GPS IEEE 1588v2 (Freq/Time/Phase) Synchronous Ethernet (Freq)
Backhaul	100/1000 Base-T Copper and Fiber Port Types: 1 RJ45 Ethernet & 1 SFP based Fiber SFPs ³ Supported: SX, LX, BX, G-PON, E-PON
Local Maintenance Ports	Bluetooth or Unused RJ45 Port
Input Power	90 - 264 VAC
Power Consumption	Max (Design) 115W @ 55°C

Flexi Zone BTS benefits

- High capacity
- Can be used indoors – external antenna ports
- Carrier-grade software quality (macro parity)
- Proven plug & play for light touch install
- Flexible backhaul (Public and Private), power and sync solutions

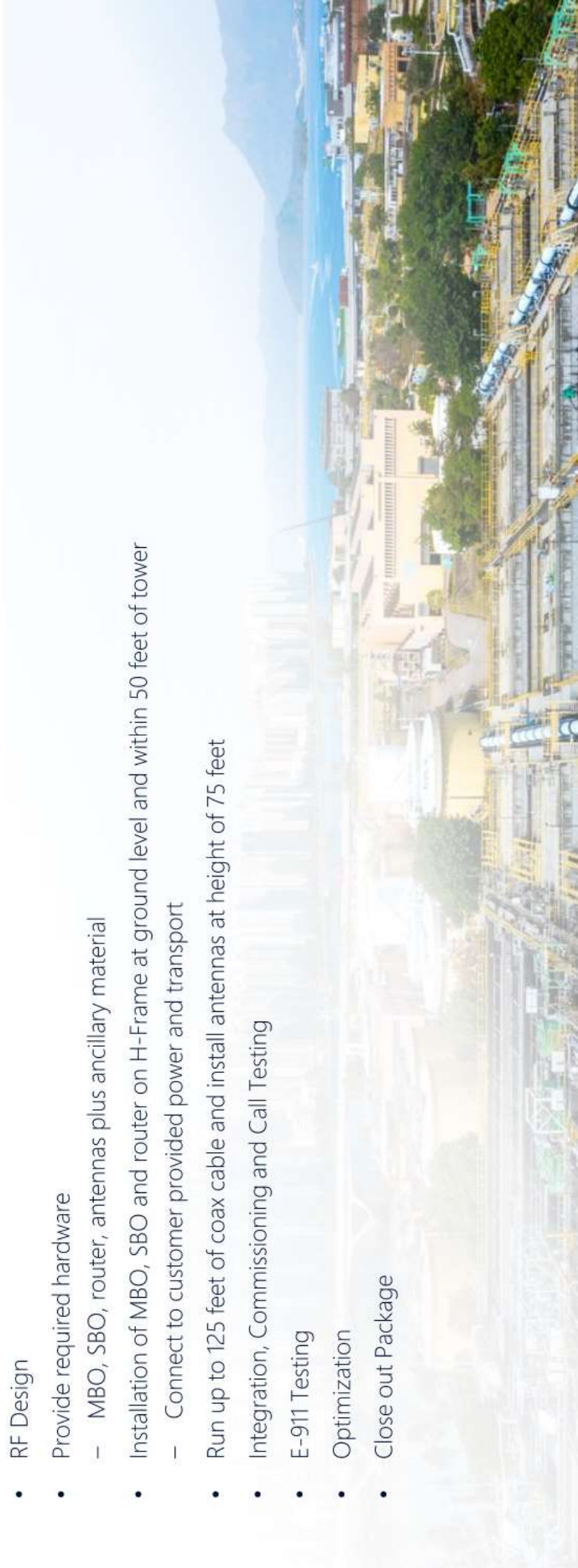
All in One (AiO)



MBO/SBO Outdoor Proposal for Albuquerque Wastewater

AT&T/Nokia Scope of Work

- RF Design
- Provide required hardware
 - MBO, SBO, router, antennas plus ancillary material
- Installation of MBO, SBO and router on H-Frame at ground level and within 50 feet of tower
 - Connect to customer provided power and transport
- Run up to 125 feet of coax cable and install antennas at height of 75 feet
- Integration, Commissioning and Call Testing
- E-911 Testing
- Optimization
- Close out Package



MBO/SBO Outdoor Proposal for Albuquerque Wastewater Assumptions

- Albuquerque Wastewater to:
 - Provide H-frame for mounting MBO/SBO/Router within 50 feet of the base of the Comm Tower
 - Deliver AC Power and fully tested Layer 3 transport (100 Mbps up and 100 Mbps down) to the H-Frame
 - Provide crane for antenna installation
 - Address all Site acquisition activities es, e.g. zoning, permitting, structural analysis
- Outdoor and In-Building coverage is best effort based on fixed location of comm tower.



MBO/SBO Outdoor Proposal for Albuquerque Wastewater Responsibility Matrix

No.	Definition	AT&T / Nokia	Albuquerque Wastewater
Project delivery			
1	Project kick-off	R	
2	Perform Site Survey / Design Walk	R	
3	Develop RF Design including MBO/SBO and antenna locations	R	
3	Provide MBO, SBO and ancillary	R	
4	Arrange crane with operator		R
5	Provide power, ground and tested transport at tower base		R
6	Install H-Frame at tower base		R
7	Install MBO, SBO, router and antennas at designated location	R	
8	Install GPS receiver and antennas at designated location	R	
9	Test and turn up	R	
10	Perform call testing	R	
11	Plan and document drive routes	R	A
12	Drive testing, Data collection and optimization	R	
13	Deliver final report (Close-out)	R	A

MBO/SBO Outdoor Proposal for Albuquerque Wastewater

System Costs:

One-time fee for costs associated with an AT&T owned and operated On-Premises Cellular Network solution: \$133,333.00

Next Steps:

- Execute OCN Agreement
- After signature, project will be handed off to AT&T/Nokia Project Implementation Teams with target on air 6-9 months after installation of tower
- RF Design to be completed by Nokia
- Albuquerque Wastewater to review and approve design
- System built and on air



NOKIA