

**PROFESSIONAL SERVICES AGREEMENT
FOR
FIBER CONSTRUCTION SERVICES**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of San Antonio, a Texas Municipal Corporation ("City") acting by and through its City Manager, pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 20____ and AT&T Services, Inc., on behalf of its affiliate Southwestern Bell Telephone Company, d/b/a AT&T Texas ("AT&T"), both of which may be referred to herein collectively as the "Parties".

RECITALS

WHEREAS, the Parties desire that this Agreement establishes the framework under which AT&T will expand on, construct and make available fiber optic communications facilities ("New Fiber Construction Service") to provide broadband services to consumers and businesses in certain areas of San Antonio as specifically set forth in Exhibit A to this Agreement; and

WHEREAS, the Parties intend that the New Fiber Construction Service will allow AT&T to provide robust and reliable broadband services to customers, including unserved or underserved households and businesses in such areas; and

WHEREAS, the Parties intend that upon Project completion, the New Fiber Construction Service, where practicable, shall consist of a 5 Gbps symmetrical XGS-PON fiber network.

NOW, THEREFORE, the Parties enter this Agreement as set forth below:

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

- 1.1 "City" is defined in the preamble of this Agreement and includes its successors and assigns.
- 1.2 "AT&T" is defined in the preamble of this Agreement and includes its successors.
- 1.3 "Director" shall mean the director of City's Office of Innovation.

II. TERM

Term of Agreement. The term of this Agreement shall begin as of the date of last signature ("Effective Date") and shall expire one (1) year after the date Project Construction is completed, but in no event later than five (5) years after the Effective Date (the "Expiration Date"), unless terminated earlier as provided herein.

III. SCOPE OF SERVICES

- 3.1 AT&T agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation.

3.2 **New Fiber Construction Service.** To support construction of fiber optic communication facilities ("Facilities") in certain areas of San Antonio, as set forth in more detail in **Exhibits A and B** (the "Project"), the Parties agree as follows:

- a. **Design Plan.** AT&T will commence work on the design plan ("Design Plan") after the Effective Date. The Design Plan will align with the project area shown in Figure 1 of **Exhibit A** ("Project Area") and will include **20,200 customer locations** estimated by AT&T to be within the Project Area as of the Effective Date. As AT&T develops more detailed designs within the Project Area, the parties acknowledge that the number of customer locations may increase or decrease based on actual customer locations found, but that AT&T will not be required to serve customer locations constructed after the Effective Date. AT&T is responsible for verifying the existence of public rights of way. The design and engineering of the XGS-PON fiber network may continue throughout this Agreement until all construction is completed.
- b. **Permit Applications.** Commencing no later than ninety (90) days after receipt of the initial payment from the City as set forth in this Agreement, AT&T will begin the process of applying for all necessary permits to construct the Facilities in the Project Areas. AT&T shall decide in its sole discretion how to segregate and prioritize the Project Areas in each permit application; provided, however, that AT&T will endeavor to apply for all permits necessary for the Project no later than **19 Months** after the Effective Date. The Parties agree to work collaboratively and in good faith to streamline the permit review processes for any permit applications filed with the City as part the Project and, if requested by AT&T, the City will provide assistance to facilitate the grant of permits from other relevant authorities. AT&T will use commercially reasonable efforts to prosecute any such permit applications. For avoidance of any doubt, AT&T's obligations under this Agreement are subject to receipt of any necessary permits relevant to such obligations.
- c. **Construction.** AT&T shall begin construction of Facilities ("Construction") for any specific area of the Project within a commercially reasonable period after it has received all necessary permits and other necessary authorizations required to complete construction for that area, and will diligently perform such construction in a commercially reasonable manner in accordance with the estimated construction schedule ("Construction Schedule") set forth in **Exhibit B**, which may contemplate several construction phases ("Phases"), subject to deviations from the Construction Schedule resulting from circumstances outside of AT&T's reasonable control. The Facilities will be connected to AT&T's network within one hundred eighty (180) days after the completion of construction. Once Facilities are fully constructed and fully connected to AT&T's network, the network will be an access network available to be connected directly to customer premises upon order of services. AT&T will use such Facilities to offer services.
- d. **Facility Ownership.** All of the Facilities installed or used by AT&T shall at all times be and remain the personal property of AT&T, and AT&T shall be responsible for their maintenance. Neither City nor any third party shall have any rights in the Facilities except as expressly granted in writing by AT&T.
- e. **Internet Service Standards and Pricing.** AT&T shall use the Facilities constructed pursuant to this Agreement to offer broadband internet access speeds of at least 100 mbps download and 20 mbps upload, and where practicable, shall consist of a 5 Gbps symmetrical (upload and download) for their customers within the Project Area. See **Exhibit C** for current AT&T broadband nationwide pricing and Affordable Connectivity Program (ACP) Benefit as of the Effective Date. The pricing and policies set forth in Exhibit C are subject to change.
- f. **Logistical Difficulties.** If, during the construction or installation of any Facilities, AT&T

should encounter logistical difficulties not contemplated by the Parties hereto, then AT&T may, in its sole discretion, revise the Design Plan as part of a good faith effort to accomplish cost effective work-around solutions to such difficulties to achieve the Project goals set forth in this Agreement. AT&T shall provide the City with prompt notice of revisions to the Design Plan. No revisions to the Design Plan by AT&T may increase the total costs for the City as set forth in Section 4.1, unless agreed by the Parties in writing.

- g. **Franchise/Right of Access.** City acknowledges that AT&T shall install and operate all Facilities pursuant to its permitted rights to use City rights of way as a certificated telecommunications provider and City further warrants that no additional franchise rights are required to access and operate in the City rights of way.
- h. **Other services; Access.** For clarity, AT&T may use the Facilities to offer other services pursuant to terms and conditions, including pricing, agreed to between AT&T and its end user customers, and the City will not be a party to such service relationships with AT&T's end user customers. In addition, construction of any facilities needed to provide services, and provision of those services, will be subject to any property owner's, homeowners' associations, or property developer's right to deny AT&T access onto its private property and/or to the living units or business office spaces.

IV. COMPENSATION TO AT&T

4.1 In consideration of AT&T's performance of all services and activities set forth in this Agreement, City agrees to pay AT&T a total amount not to exceed eight million eight hundred and eighty thousand two hundred ninety-seven Dollars (\$8,880,297) as total compensation.

- a. **Invoicing/Payments:** City will pay to AT&T the amounts set forth herein. City will pay AT&T the invoiced amounts set forth herein within thirty (30) days of the date appearing on the applicable invoice ("Invoice Date"). The following schedule will apply with respect to invoices for charges as set forth below:
 - i. Upon the Effective Date, AT&T will incur significant startup costs to design, engineer, procure equipment and materials in support of the New Fiber Construction Service. Within 30 days of the Effective Date, AT&T will submit an invoice for \$1,776,059.40 for a partial startup reimbursement.
 - ii. After AT&T completes New Fiber Construction Service for the first 25% of the total City locations stated in 3.2(a), AT&T will invoice City and City will pay AT&T \$1,776,059.40.
 - iii. After AT&T completes New Fiber Construction Service for 50% of the total City locations stated in 3.2(a), AT&T will invoice City and City will pay AT&T \$1,776,059.40.
 - iv. After AT&T completes New Fiber Construction Service for 90% of the total City locations stated in 3.2(a), AT&T will invoice City and City will pay AT&T \$1,776,059.40.
 - v. After AT&T completes New Fiber Construction Service for the City locations specified in 3.2(a), as adjusted, AT&T will invoice City and City will pay AT&T \$1,776,059.40.
 - vi. If the City disputes the accuracy of an invoice, it shall provide written notice via postal mail or email (ps4353@att.com) to AT&T within ten (10) business days of the Invoice Date, specifically identifying the reason for the dispute. AT&T shall promptly

investigate the dispute and notify the City of its findings. Following AT&T's notice of the results of its invoicing investigation, payment is due within ten (10) business days.

- vii. In addition to any other remedies available to AT&T, should the City fail to make timely payment in accordance with this Agreement, AT&T may suspend its performance under this Agreement pending payment.

- 4.2 **Invoices.** AT&T shall submit invoices to City, in a form reasonably acceptable to City, which City shall pay within thirty (30) days of receipt and approval by Director. Invoices shall be submitted to: City of San Antonio, Office of Innovation P.O. Box 839966, San Antonio, Texas 78283-3966. Invoices may also be submitted electronically to the following email address: ###@sanantonio.gov
- 4.3 No additional fees or expenses of AT&T shall be charged by AT&T nor be payable by City. The Parties hereby agree that all compensable expenses of AT&T have been provided for in the total payment to AT&T as specified in section 4.1 above. Total payments to AT&T cannot exceed the amount set forth in section 4.1 above, without prior approval and agreement of all Parties, evidenced in writing and approved by the San Antonio City Council by the passage of an ordinance.
- 4.4 City shall not be obligated or liable under this Agreement to any party, other than AT&T, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

- 5.1 In accordance with Texas law, AT&T acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code.
- 5.2 For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, AT&T acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, of potential contractor, may apply to this Agreement.

VI. RECORDS RETENTION

- 6.1 AT&T and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may reasonably deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of conducting an audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives. Records requested pursuant to this section shall be provided by AT&T at no cost to the City.
- 6.2 **Reporting Requirements.** At such times and in such form as may be reasonably required by the Director, AT&T shall prepare and submit to the Director any additional reports, records, data, statements, policies, procedures and information, pertaining to the performance of this Agreement in order to prepare progress reports for City staff or the San Antonio City Council. AT&T and the City shall collaborate to ensure that the requested format is cost-effective and accessible for AT&T, without imposing undue burden or additional material costs on the company. In the event that

providing the information in the requested format would result in significant costs, AT&T shall notify the City in writing, and the parties shall work together to either share costs or to identify alternative methods of providing the necessary information that minimize costs while maintaining the quality and accuracy of the data. Such additional information pertaining to the performance of the Agreement shall include, without limitation, the following types of information:

- 1 The total number of workers disaggregated by job title performing relevant work.
- 2 A description of safety training, certification, and/or licensure requirements for all relevant workers and copies of policies and procedures related to safety standards.
- 3 Information on the Professional certifications and/or in-house training in place to ensure deployment is done at a high standard.
- 4 Documentation of a local workforce and its relation to traditionally marginalized communities.
- 5 A description of any open investigations against AT&T for violations of the Occupational Safety and Health Act, the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, and Texas Labor and Employment Laws within the last two years and
- 6 A statement of whether any of the relevant work has been performed by contracted companies, and if so, AT&T shall request the above information from each of the companies that has performed relevant work.

- 6.3 AT&T shall retain any and all documents produced as a result of services provided hereunder for a period of five (5) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, AT&T shall retain the records until the resolution of such litigation or other such questions. AT&T acknowledges and agrees that City shall have access to any and all such documents at any and all reasonable times, as deemed necessary by City, during said retention period. City may, at its election, require AT&T to return the documents to City at AT&T's expense prior to or at the conclusion of the retention period. In such event, AT&T may retain a copy of the documents at its sole cost and expense.
- 6.4 Where AT&T receives any requests for information related to the Project from a third party, which pertain to the documentation and records referenced in this Article VI, AT&T will, where permitted by law, promptly provide notification of such request to City. AT&T understands and agrees that City will process and handle all such requests unless AT&T is otherwise required to process and handle such requests by a legal or regulatory authority with proper jurisdiction.

VII. TERMINATION

- 7.1 For the purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II Term, or earlier termination pursuant to any of the provisions hereof.
- 7.2 **Termination for Convenience.** This Contract may be terminated in whole or in part by either Party for any reason. Such termination shall specify the effective date thereof, which date shall not be sooner than the 30th day following the day on which notice is sent.
- 7.3 **Termination for Cause.** In the event either Party shall be in breach or default of any of the material terms, conditions or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after written notice by the nonbreaching Party, then in addition to all other rights and remedies of law or equity, the nonbreaching Party shall have the right to terminate this Agreement without any obligation or liability whatsoever. If a breach or default is of such a nature that it cannot reasonably be cured within thirty (30) days after written notice, then the cure period will be extended provided the breaching Party proceeds to diligently attempt a cure; however, in no event shall the cure period exceed 90 days after written notice of breach or default.

- 7.4 **Termination by Law.** If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance and the Parties are unable to negotiate modifications to this Agreement that would make this Agreement compliant with such law or regulation, this Agreement shall automatically terminate as of the effective date of such prohibition.
- 7.5 Regardless of how this Agreement is terminated, AT&T shall effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by AT&T, or provided to AT&T, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by AT&T in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at AT&T's sole cost and expense. Payment of compensation due or to become due to AT&T is conditioned upon delivery of all such documents, if requested by City. Notwithstanding the foregoing, in no event shall AT&T be required to provide any confidential or proprietary information to the City or a succeeding person or firm, including without limitation any trade secrets or network maps.
- 7.6 Within seventy-five (75) calendar days of the effective date of completion, or termination or expiration of this Agreement, AT&T shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by AT&T to submit its claims within said seventy-five (75) calendar days shall negate any liability on the part of City and constitute a waiver by AT&T of any and all right or claims to collect moneys that AT&T may rightfully be otherwise entitled to for services performed pursuant to this Agreement.
- 7.7 **Termination not sole remedy.** In no event shall a Party's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of the terminating Party's remedies, nor shall such termination limit, in any way, at law or at equity, the terminating Party's right to seek damages from or otherwise pursue the other Party for any default hereunder or other action.

VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either party may from time to time designate in writing.

If intended for City, to:

City of San Antonio
Office of Innovation
P.O. Box 839966,
San Antonio, Texas 78283-3966

Copy to:

City Clerk's Office
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

If intended for AT&T, to:

Leslie Ward
President, Texas
816 Congress Ave
RM 1137
Austin, TX 78701

IX. NON-DISCRIMINATION

Non-Discrimination. As a party to this contract, AT&T understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X. of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

X. INSURANCE

- 10.1 No later than thirty (30) days before the scheduled start of performance, AT&T must provide a completed Certificate(s) of Insurance to City's Office of Innovation. The certificate must be clearly labeled with "RFP Digital Connectivity in Underserved Community" in the Description of Operations block; completed by an agent or broker and signed by a person authorized by the insurer to bind coverage on its behalf (City will not accept Memorandum of Insurance or Binders as proof of insurance); and copies of the required endorsements and have the agent or broker's signature, and phone number,

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Office of Innovation. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement. If the City does not receive copies of the required insurance endorsements, then by executing this Agreement, AT&T certifies and represents that such required endorsements are included as part of the required insurance policies.

- 10.2 The City's Risk Manager reserves the right to modify the insurance coverages, their limits based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.
- 10.3 AT&T shall carry and maintain in effect for the duration of this Agreement, at AT&T's sole expense, insurance coverage written on an occurrence basis, by companies authorized or admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount listed below.

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/1,000,000/1,000,000

<p>3. Broad Form Commercial General Liability Insurance to include coverage for the following:</p> <ul style="list-style-type: none"> a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal and Advertising Injury e. Contractual Liability *f. Damage to property rented by you g. Explosion, collapse, underground h. property damage liability 	<p>For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage</p> <p>*f. \$300,000</p>
<p>4. Business Automobile Liability</p> <ul style="list-style-type: none"> a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles 	<p><u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence</p>
<p>5. Professional Liability (Claims Made) To be maintained and in effect for no less than two years subsequent to the completion of the professional services</p>	<p>\$1,000,000 per claim and \$3,000,000 in the aggregate, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.</p>
<p>6. Builder's Risk</p>	<p>All Risk Policy written on an occurrence basis for 100% replacement cost during construction phase of any new or existing structure. AT&T self-insures this risk.</p>
<p>7. Environmental Insurance –(Pollution Liability (Claims-made coverage)</p>	<p>\$1,000,000 per claim; \$2,000,000 general aggregate covering third party claims for bodily injury, property damage or cleanup costs were required by law, where pollution is caused during and by AT&T's operations under this Agreement; AT&T self-insures this risk.</p>
<p>8. Umbrella or Excess Liability Coverage</p>	<p>\$2,000,000 per occurrence and \$4,000,000 in the aggregate combined limit Bodily Injury (including death) and Property Damage. Any combination of primary and excess insurance may be used to meet the total required limits.</p>
<p><i>*If Applicable</i></p>	

- 10.4 AT&T must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of AT&T and provide a certificate of insurance and endorsement that includes AT&T and City as additional insureds. Respondent shall provide City with subcontractor certificates and endorsements before the subcontractor starts work.
- 10.5 If a loss results in litigation, then the City is entitled, at an AT&T local office, AT&T will make available to the City within ten (10) days of the City's written request to AT&T, a copy of actual, authentic and applicable insurance policies for review (but not for copying, faxing or otherwise reproducing any part of any policy or other insurance correspondence), subject to the City first executing AT&T's standard non-disclosure agreement. The policy review is limited to no more than three days during a consecutive six (6) month period and must be conducted during AT&T's normal

business hours while the City's representative is accompanied by AT&T Risk Management professional. Upon completion of review no copies will be made and all policies will be returned to AT&T's Corporate Risk Management Department. Certificates of Insurance include following as certificate holder and shall be provided to:

City of San Antonio
Attn: Office of Innovation
P.O. Box 839966
San Antonio, Texas 78283-3966

- 10.6 AT&T's insurance policies must contain or be endorsed to contain the following provisions:
- Include City and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City. The endorsement requirement is not applicable for workers' compensation/employer's liability, professional liability policies. City's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by AT&T, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of City, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of City, its employees, agents or independent contractors; and, (iii) not exceed AT&T's indemnification obligation under this Agreement, if any.
 - Endorsement that the "other insurance" clause shall not apply to City where City is an additional insured shown on the policy. City's insurance is not applicable in the event of a claim.
 - AT&T shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of City; and
 - Provide 30 days advance written notice directly to City of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- 10.7 Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, AT&T shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend AT&T performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- 10.8 In addition to any other remedies the City may have upon AT&T's failure to provide and maintain any required insurance or required policy endorsements to the extent and within the time herein required, CITY may order AT&T to stop work and/or withhold any payment(s) which become due to AT&T under this Agreement until AT&T demonstrates compliance with requirements.
- 10.9 Nothing contained in this Agreement shall be construed as limiting the extent to which AT&T may be held responsible for payments of damages to persons or property resulting from AT&T's or its subcontractors performance of the work covered under this Agreement.
- 10.10 AT&T's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by City for liability arising out of operations under this Agreement.
- 10.11 The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

- 10.12 AT&T and any subcontractors are responsible for all damage to their own equipment and/or property resulting from their own negligence.
- 10.13 Notwithstanding the forgoing, AT&T may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event AT&T elects to self-insure its obligation under this Agreement to include City as an additional insured, the following conditions apply: (i) City shall promptly and no later than thirty (30) days after notice thereof provide AT&T with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide AT&T with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) City shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of AT&T; and (iii) City shall fully cooperate with AT&T in the defense of the claim, demand, lawsuit, or the like.

XI. INDEMNIFICATION

- 11.1 **AT&T covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to AT&T'S activities under this Agreement, including any acts or omissions of AT&T, any agent, officer, director, representative, employee, AT&T or subcontractor of AT&T, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT AT&T AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**
- 11.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. AT&T shall advise the CITY in writing within three (3) calendar days of any claim or demand against the CITY or AT&T known to AT&T related to or arising out of AT&T's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at AT&T's cost, but AT&T's failure to so notify the City will have no effect except to the extent the City is prejudiced by the delay. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving AT&T of any of its obligations under this paragraph.
- 11.3 **Defense Counsel.** AT&T shall retain defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If City objects to AT&T's selected counsel due to potential conflicts of interest, the Parties shall meet in good faith to determine alternate counsel or until the City is reasonably satisfied that AT&T's selected counsel can adequately firewall such potential conflict. If AT&T fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and AT&T shall be liable for all costs incurred by City. City shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

- 11.4 **Employee Litigation.** In any and all claims against any party indemnified hereunder by any employee of AT&T, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for AT&T or any subcontractor under worker's compensation or other employee benefit acts.

XII. ASSIGNMENT AND SUBCONTRACTING

- 12.1 **Assignment.** AT&T may assign or transfer this Agreement to any present or future affiliate, subsidiary, or parent corporation, or to any person or entity in connection with the sale of all or substantially all of AT&T's business or assets, without the consent of the City. Except as expressly set forth in the foregoing sentence, AT&T shall not transfer or assign any of its rights or obligations under this Agreement without the City's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. AT&T will provide notice to the City of any material changes in AT&T's ownership or management respecting this Agreement within thirty (30) days of any such change, if such change has a likelihood of impacting this Agreement.
- 12.2 **Assignment without authorization void.** Any attempt to transfer, pledge or otherwise assign this Agreement contrary to the provisions of Section 12.1, shall be void ab initio and shall confer no rights upon any third person. Should AT&T assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, without City's written consent except as expressly permitted under this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of AT&T shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by AT&T shall in no event release AT&T from any obligation under the terms of this Agreement, nor shall it relieve or release AT&T from the payment of any damages to City, which City sustains as a result of such violation.
- 12.3 **Subcontractors.** AT&T shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of AT&T. AT&T, its employees, or its subcontractors shall perform all necessary work. Any work or services performed by AT&T subcontractors hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of AT&T. City shall in no event be obligated to any third party, including any subcontractor of AT&T, for performance of services or payment of fees. AT&T must comply with all applicable local, state and federal procurement standards, rules, regulations and laws in all its subcontracts related to the work or funds under this Agreement.
- 12.4 **Right to Examine Sub-contracts.** The City reserves the right to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that AT&T failed to comply with this Section, then AT&T will be deemed to be in default of this Agreement, and as such, this Agreement will be subject to termination.
- 12.5 **Licenses and Training for Subcontractors.** AT&T warrants and certifies that AT&T's subcontractors have the requisite training, license or certification to provide the services for which AT&T has engaged such subcontractors, and that they meet all competency standards promulgated by relevant authoritative bodies, as applicable to the services provided hereunder. AT&T certifies that its subcontractors are not presently debarred, suspended or proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal program.

XIII. INDEPENDENT CONTRACTOR

AT&T covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City, and that AT&T shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and suppliers; that the doctrine of "respondeat superior" shall not apply as between City and AT&T, its officers, agents, employees, contractors, subcontractors and suppliers, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and AT&T. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by AT&T under this Agreement and that AT&T has no authority to bind the City.

XIV. RESERVED

XV. CONFLICT OF INTEREST

- 15.1 The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with the City. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:
- a City officer or employee; his or her spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity;
 - an entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10 percent or more of the voting stock or shares of the entity, or (ii) 10 percent or more of the fair market value of the entity; or
 - an entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.
- 15.2 Pursuant to the subsection above, AT&T warrants and certifies, and this Agreement is made in reliance thereon, that by contracting with the City, AT&T does not cause a City employee or officer to have a prohibited financial interest in the Contract. AT&T further warrants and certifies that it has tendered to the City a Contracts Disclosure Statement in compliance with the City's Ethics Code.

XVI. GENERAL PROVISIONS

- 16.1 **Amendments.** 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. The City Manager, or their designee, shall have authority to execute amendments on behalf of the City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by the City.
- 16.2 **Severability.** If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties that such illegality or unenforceability shall not affect any other provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in

lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

- 16.3 **License/Certifications.** AT&T warrants and certifies that AT&T and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.
- 16.4 **Compliance.** Each Party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction. In addition, AT&T's performance under this Agreement shall comply with the City's Utility Excavation Criteria Manual. AT&T shall comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; The Age Discrimination Act of 1975, as amended; Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688) Fair Labor Standards Act of 1938, as amended; Equal Pay Act of 1963, P.L. 88-38; Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq., and All applicable regulations implementing the above laws. AT&T shall comply with all applicable local, state, and federal employment laws including, but not limited to: worker's compensation; unemployment insurance; Occupational Safety and Health Act regulations; and Employee Retirement Income Security Act of 1974, P.L. 93-406.
- 16.5 **Nonwaiver of Performance.** Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.
- 16.6 **APPLICABLE LAW AND VENUE.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS. ANY LEGAL ACTION OR PROCEEDING BROUGHT OR MAINTAINED, DIRECTLY OR INDIRECTLY, AS A RESULT OF THIS AGREEMENT SHALL BE HEARD AND DETERMINED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS.
- 16.7 **ATTORNEY'S FEES.** THE PARTIES AGREE THAT, IN THE EVENT OF LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO PAYMENT OF ATTORNEYS' FEES.
- 16.8 **Signatures and Legal Authority.** The Parties to this Agreement represent and warrant that they are familiar with this Agreement and with the negotiation and documents which preceded this Agreement and have the legal authority to enter into this Agreement. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., pdf or similar format) are true and valid signatures for this Agreement and shall bind the Parties to the same extent as that of an original signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement. This Agreement shall be considered executed by the City only after City Council approval and the signature of its City Manager or their designee.

- 16.9 **Parties Bound.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.
- 16.10 **Captions.** The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.
- 16.11 **Incorporation of Exhibits.** Each of the Exhibits listed below is hereby incorporated as an essential part of the Agreement, which governs the rights and duties of the parties:
- a. **Exhibit A – Preliminary Design Plan**
 - b. **Exhibit B – Construction Schedule**
 - c. **Exhibit C – AT&T Internet and Affordable Connectivity Program Price Plans**
 - d. **Exhibit D – Labor, Safety, Local Employment and Training**
- 16.12 **Trademarks.** Each Party agrees not to display or use, in advertising or otherwise, any of the other Party's trade names, logos, trademarks, service marks or other indicia of origin without the other Party's prior written consent, which consent may be revoked at any time by notice.
- 16.13 **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.
- 16.14 **LIMITATION OF LIABILITY.** (i) AT&T SHALL NOT BE LIABLE TO CITY FOR INTERRUPTION OF THE SERVICES FROM ANY CAUSE. AT&T'S LIABILITY, IF ANY, TO CUSTOMERS WILL BE GOVERNED EXCLUSIVELY IN THE CASE OF REGULATED SERVICES BY AT&T'S APPLICABLE TARIFFS FILED WITH THE APPROPRIATE STATE REGULATORY AGENCY, OR IN THE CASE OF NON-REGULATED SERVICES, BY THE APPLICABLE AGREEMENTS AND ACCEPTABLE USE POLICIES IN PLACE WITH THE CUSTOMERS. (ii) NEITHER PARTY IS LIABLE TO THE OTHER PARTY FOR INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BY TORT OR AGREEMENT, INCLUDING LOST REVENUES, LOSS OF PROFITS OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM, OR A DEFECT OR FAILURE TO PERFORM, OR A DEFECT OF EQUIPMENT PROVIDED HEREUNDER, REGARDLESS OF THE FORESEEABILITY THEREOF. THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.
- 16.15 **DISCLAIMER OF WARRANTIES.** NEITHER PARTY MAKES ANY WARRANTY, EITHER EXPRESS OR IMPLIED, TO THE OTHER PARTY EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND ANY OF THEIR EXHIBITS. WITHOUT LIMITING THE FOREGOING, NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NO WARRANTIES ARISING FROM TRADE, CUSTOM, OR USAGE, HAVE BEEN MADE BY EITHER PARTY TO THE OTHER. NO WARRANTIES OF "NON-INFRINGEMENT" HAVE BEEN MADE BY EITHER PARTY TO THE OTHER. THE WARRANTIES, IF ANY, DESCRIBED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES (WRITTEN, ORAL, STATUTORY, OR IMPLIED) AND ALL WARRANTIES, OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, ARE HEREBY RELEASED AND WAIVED BY BOTH PARTIES HERETO.
- 16.16 **No Third-Party Beneficiaries.** This Agreement does not provide any third party with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

- 16.17 **Prohibition on Contracts with Companies Boycotting Israel.** Texas Government Code Section 2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. By executing contract documents with the City of San Antonio, AT&T hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.
- 16.18 **Prohibition on Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization.** Texas Government Code Section 2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. AT&T hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list. City hereby relies on AT&T's certification. If found to be false, or if AT&T is identified on such list during its contract with City, City may terminate this Agreement for material breach.
- 16.19 **Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.** Texas Government Code Section 2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. By executing contract documents with the City of San Antonio, AT&T hereby verifies that it does not have a practice, policy, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on AT&T's verification. If found to be false, City may terminate the contract for material breach.
- 16.20 **Prohibition on Contracts with Companies Boycotting Certain Energy Companies.** Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. By executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.
- 16.21 **Prohibited Contributions.** City Code Section 2-309 provides that any person acting as a legal signatory for a proposed contractual relationship that applies for a "high-profile" discretionary contract, as defined by the City of San Antonio Contracting Policy and Process Manual, may not make a campaign contribution to any councilmember or candidate at any time from the time the person submits the response to the Request for Proposal (RFP) or Request for Qualifications

(RFQ) until 30 calendar days following the contract award. AT&T understands that if AT&T's signatory for the contract has made such a contribution, the city may not award the contract to that contributor or to that contributor's business entity. Any legal signatory for a proposed high-profile contract must be identified within the response to the RFP or RFQ, if the identity of the signatory will be different from the individual submitting the response. AT&T acknowledges that the City has identified this Agreement as high profile. AT&T warrants and certifies, and this Agreement is made in reliance thereon, that the individual signing this Agreement has not made any contributions in violation of City Code section 2-309, and will not do so for 30 calendar days following the award of this Agreement. Should the signor of this Agreement violate this provision, the City Council may, in its discretion, declare this Agreement void.

- 16.22 **Federal Grant Funding.** In the event City utilizes federal grant funding, the Parties shall execute an amendment to this Agreement incorporating all applicable contract provisions required by Appendix II to Part 200—Contract Provisions for Non- Federal Entity Contracts Under Federal Awards, of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R Part 200), including any guidance thereto by the Department of Treasury, in addition to any other provisions required by a Federal agency or the terms of the federal award.
- 16.23 **Labor Standards.** AT&T agrees to the labor standards set forth in **Exhibit D, Labor, Safety, Local Employment and Training**, attached hereto and incorporated by this reference.
- 16.24 **Entire Agreement.** This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated after the date hereto, and duly executed by the parties, in accordance with this Agreement.

EXECUTED and AGREED to as of the dates indicated below.

CITY OF SAN ANTONIO

(Signature)

Printed Name:

Title:

Date:

Approved as to Form:

Assistant City Attorney

AT&T


(Signature)

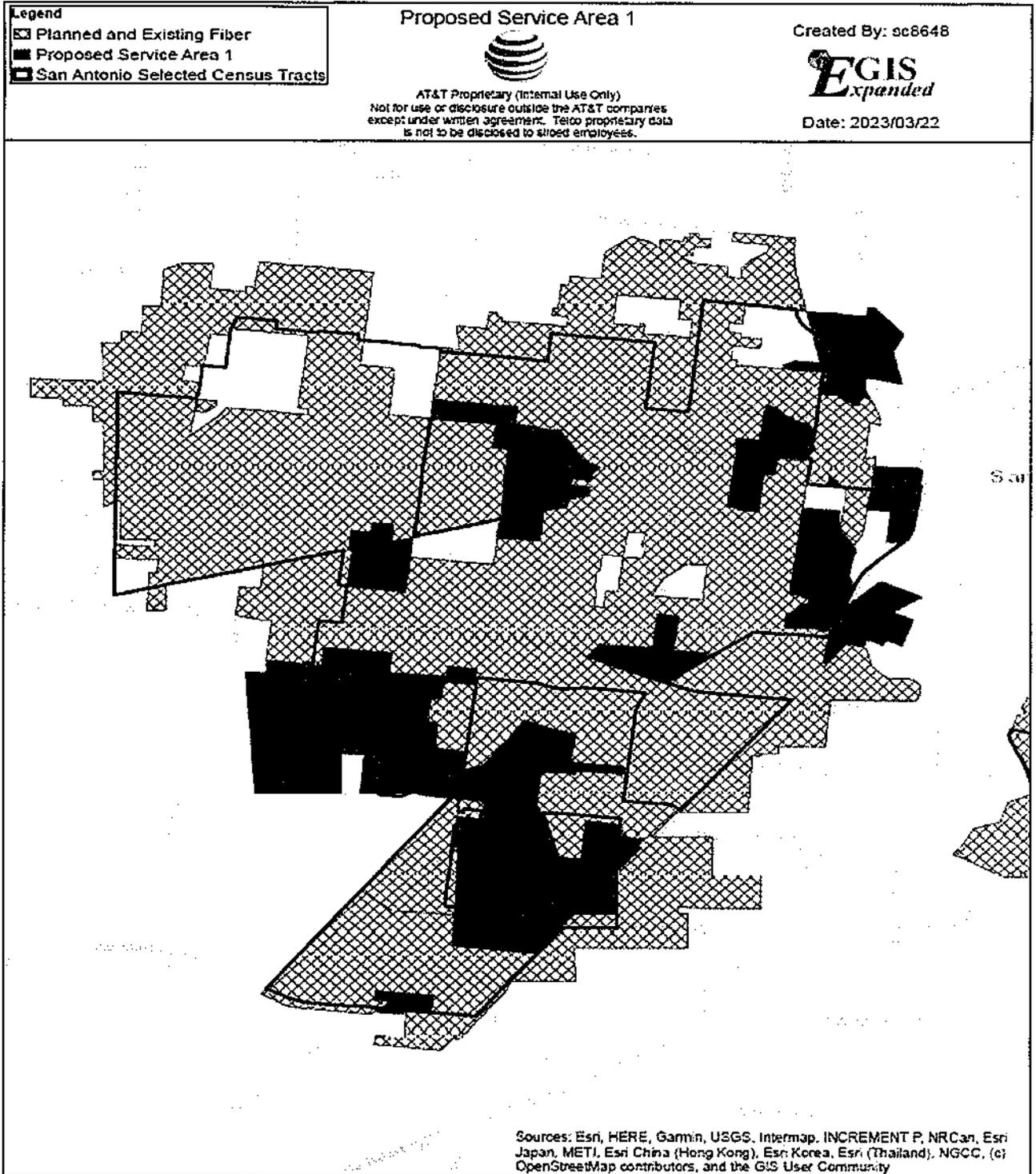
Printed Name: Amanda Cacheris

Title: VP Broadband Strategic Initiatives

Date: 3/29/2023

Exhibit A

Preliminary Design Plan



Legend

-  Planned and Existing Fiber
-  Proposed Service Area 2
-  San Antonio Selected Census Tracts

Proposed Service Area 2

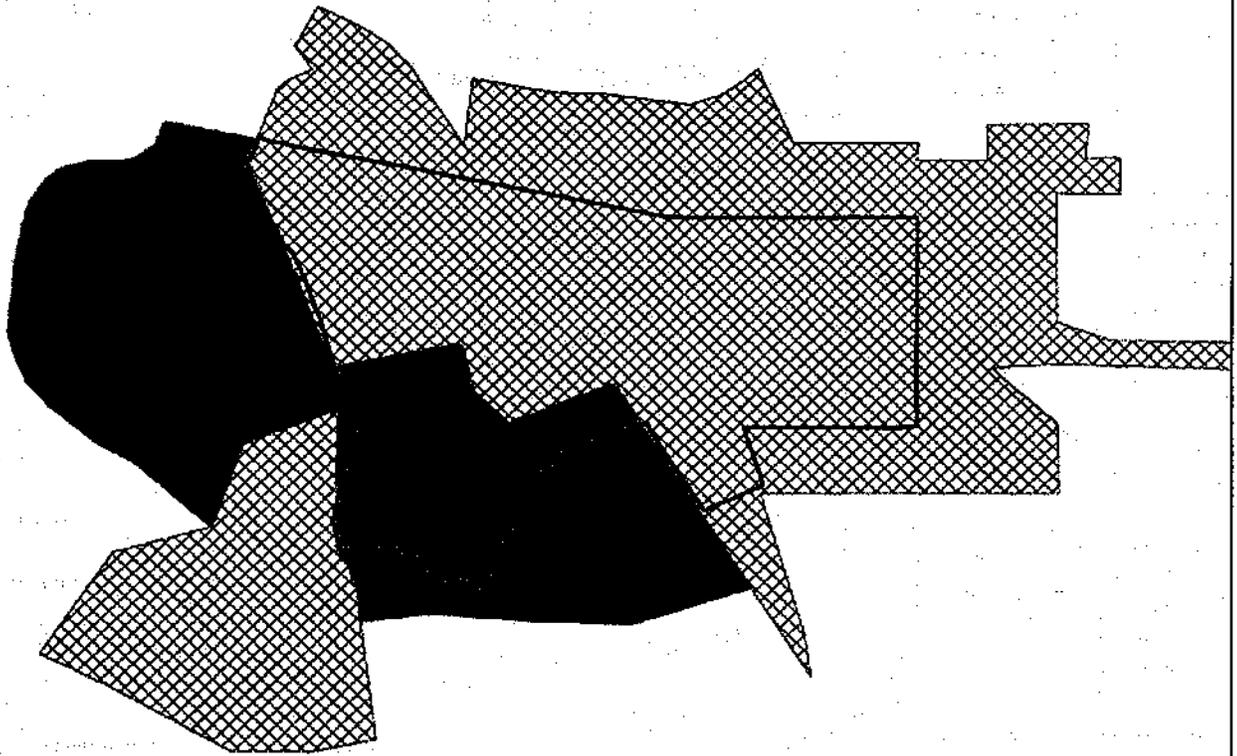


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Date: 2023/03/22



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- Legend**
-  Planned and Existing Fiber
 -  Proposed Service Area 3
 -  San Antonio Selected Census Tracts

Proposed Service Area 3

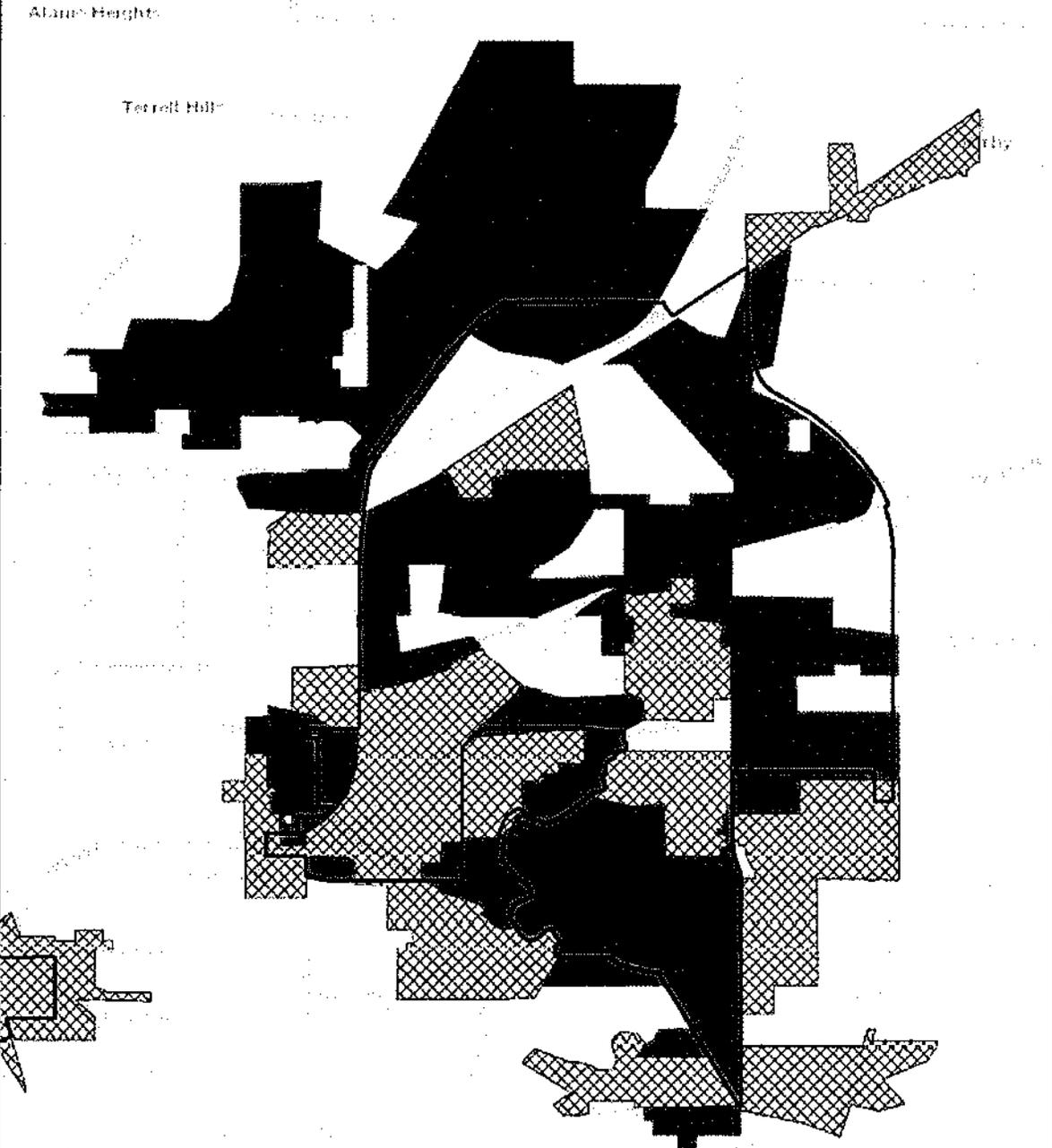


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Created By: sc8648



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Exhibit B

Construction Schedule

24 month - build schedule	
Anticipated Implementation Schedule	Month(s)
Contract Award	Zero
Project Plan Development	1 through 16
Detailed Design Creation & Permitting	2 through 19
Cable ordering & receipt	5 through 20
Construction Cable & Equipment Placement	6 through 23
Construction Cable Splicing	9 through 24
Final Testing and Inventory Validation	9 through 24

Exhibit C

AT&T Internet and Affordable Connectivity Program Price Plans

Table 1: AT&T Internet Plans and Discounts with ACP Benefits

	100 Mbps	300 Mbps	500 Mbps	1 Gbps	2 Gbps	5 Gbps
Symmetrical Speeds						
Monthly Service rates with autopay/paperless bill credit	\$30	\$55	\$65	\$80	\$110	\$180
ACP Benefits	(\$30)	(\$30)	(\$30)	(\$30)	(\$30)	(\$30)
Monthly Service after ACP Benefits	\$0	\$25	\$35	\$50	\$80	\$150

In February 2022, AT&T announced that we are making it possible for eligible low-income customers to get high-speed broadband for free. Eligible households that take advantage of the \$30 per month Affordable Connectivity Program (ACP) benefit from the federal government can then receive internet service at no monthly charge when combined with our new \$30 Access from AT&T plans which offer customers speeds of up to 100 Mbps symmetrical, depending on the maximum speed available at the customer's address, and no data caps.

Some of our current offerings and programs are included below:

- **Access from AT&T:** Access from AT&T is part of our \$2 billion, three-year effort to help bridge the digital divide. For \$30 per month eligible customers will receive free installation, Wi-Fi router, no contract term commitment or deposit, and over AT&T Fiber, the Access from AT&T speed tier is 100 Mbps symmetrical. Full details can be found at <https://www.att.com/internet/access/>

Households that participate in any of the following are eligible for Access from AT&T:

- Supplemental Nutritional Access Program (SNAP) participant
- National School Lunch and Head Start Programs participant
- Household income based on 200% or less than federal poverty guidelines (The federal poverty guidelines are adjusted annually by the U.S. Dept. of Health & Human Services. Current federal poverty guidelines are shown in Table 3.)

Table 2: Household Income based on 200% of Federal Poverty Guidelines

1	\$27,180
2	\$36,620
3	\$46,060
4	\$55,500
5	\$64,940
6	\$74,380
7	\$83,820
8	\$93,260
For each additional person, add	\$9,440

- **Affordable Connectivity Program (ACP):** A second, and “stackable” (i.e., can be applied to Access from AT&T affordability program) is the Federal Affordable Connectivity Program (ACP). ACP is a program administered by the FCC.

AT&T participates in the FCC’s ACP program with both our wireline and wireless services. The ACP currently provides a \$30 end user subsidy to eligible households. For example, with the ACP, the eligible customer’s monthly ‘out of pocket’ cost is free for AT&T Fiber 100 Mbps symmetric service when combined with Access from AT&T.

Those on qualifying Tribal lands can save up to \$75 per month. Full details of all eligible plans from AT&T can be found at att.com/acp. The ACP subsidy can be applied to any of the service speed tiers. Table 4 illustrates the impact of the ACP when all available subsidies/discounts are applied to AT&T Fiber service offerings.

Table 3: AT&T Internet Plans and Discounts

	100 Mbps	300 Mbps	500 Mbps	1 Gbps	2 Gbps	5 Gbps
Symmetrical Speeds						
Data Allowance	UNL	UNL	UNL	UNL	UNL	UNL
Monthly Service	\$30	\$60	\$70	\$85	\$115	\$185
Auto Pay/Paperless Bill Discount		(\$5)	(\$5)	(\$5)	(\$5)	(\$5)
Monthly Service after AP/PB Discount	(\$30)	\$55	\$65	\$80	\$110	\$180
Affordable Connectivity Program Benefits	(\$30)	(\$30)	(\$30)	(\$30)	(\$30)	(\$30)
Monthly Service after ACP Benefits	\$0	\$25	\$35	\$50	\$80	\$150

Households are eligible for the ACP if someone in the household participates in one of the following federal assistance programs:

- Has an income that is at or below 200% of the federal poverty guidelines
- Participates in certain assistance programs, such as SNAP, Medicaid, Federal Public Housing Assistance, SSI, WIC, or Lifeline
- Participates in Tribal-specific programs, such as Bureau of Indian Affairs General Assistance, Tribal TANF, or Food Distribution Program on Indian Reservations
- Is approved to receive benefits under the free and reduced-price school lunch program or the school breakfast program, including through the USDA Community Eligibility Provision in the 2019-2020, 2020-2021, or 2021-2022 school year
- Received a Federal Pell Grant during the current award year

Meets the eligibility criteria for a participating provider’s existing low-income program

Exhibit D

Labor, Safety, Local Employment and Training

a. A plan to recruit and support an appropriately skilled, trained, and credentialed workforce (including by contractors and subcontractors):

- AT&T conducts extensive training for its employees working on fiber deployments to ensure that they have the necessary skills and can conduct their work safely and effectively. AT&T's wireline and fiber deployment work involves network planning, design and construction, as well as installation and provisioning. The time necessary to train for the various applicable job categories varies dramatically. From 30-60 days for the less skilled occupations, up to 2 years for the more highly skilled categories.
- Beyond the training required for particular job categories, AT&T offers bargained employees additional training opportunities for ongoing employee development, career preparation and career transition.
- Location of Employees: For projects such as this one, AT&T Texas will typically utilize employees who reside near the job to the extent possible. AT&T anticipates that at least 80% of its union/employee work will be conducted by local employees who reside in and around San Antonio, TX. AT&T Texas's employees, including its personnel who will work on this project, undergo robust annual in-house training, including safety training. While AT&T does not control the hiring performed by its contractors, AT&T anticipates using local contractors (i.e., contractors based in and around San Antonio, TX) who typically use employees from the same local area.

b. Demonstrated compliance with and plans for future compliance with labor and employment laws:

- Union Neutrality: AT&T's applicable collective bargaining agreement(s) contain union neutrality and card check recognition procedures. AT&T's supplier contracts do not address union organizing activity.
- Health and Safety: AT&T union contract covering Texas wireline employees provides for the creation of an advisory committee on occupational health and safety. The contract provides that the committee is to be composed of representatives from both the company and the union, and is to meet at least quarterly. The committee is charged with discussing a broad array of matters, including existing practices and rules relating to safety and health, workplace design, accident statistics and trends, personal protective equipment, safety training, potential toxic substances and first aid procedures. In addition, AT&T has a standing Environmental Health and Safety guidelines that specifically addresses Heat Illness Prevention.
- AT&T's contract with suppliers obligates contractors to inspect their worksites for unsafe conditions and to take necessary safety precautions for protection of its employees. The contract further obligates suppliers to ensure the safe performance of their services and comply with all applicable laws and regulations.
- AT&T Texas contractually requires its contractors to adhere to applicable federal, state, and local laws, ordinances, OSHA standards and AT&T practices.
- AT&T has Contractor Coordinators on staff who inspect contractor work to assess appropriate quality of work and compliance with safety and performance guidelines. This work is inspected by Contractor Coordinators prior to AT&T paying the contractors. AT&T maintains a quality scoresheet that provides an ongoing assessment of contractors to enable AT&T to employ high quality contractors for projects.
- Violations of labor, workplace safety or employment laws. AT&T Texas has had no finally adjudicated violations of tribal, state, or federal labor, workplace safety and health, or employment laws in Texas within the last five years.

c. Strong labor standards: Project will be covered by a project labor agreement; and/or whether the project will use a unionized project workforce;

- AT&T Texas parent company, AT&T has a large workforce that supports its ongoing network construction operations. AT&T's non-management workforce is composed mainly of union labor. As of the March 2023, with approximately 51% of domestic US employees union-represented, AT&T has one of the largest full-time, union-represented workforces in the U.S. Approximately 67,000 of AT&T's employees are unionized. The Communications Workers of America represents AT&T's employees in

Texas. AT&T has built cooperative relationships with its unions, primarily with the Communications Workers of America (CWA) and the International Brotherhood of Electrical Workers (IBEW). AT&T works diligently with its unions to create competitive contracts that provide good wages and benefits for its employees.

- AT&T Texas will rely on its own employees and contractors to perform the work necessary to deploy a fiber-to-the-premises broadband solution in the area covered by this project. In Texas 100% of splicing is union represented labor, and it is typical that 15 – 20% of the total labor for large fiber construction contracts is union or internal employee labor. AT&T Texas confirms that key employees associated with this project (e.g., cable splicing technicians, system technicians, premises technicians, communications technicians, combination technicians, customer services technicians) will be covered by an existing labor contract.