

# AUTHORIZATION TO ORDER (ATO) FIRSTNET – BROADBAND FOR PUBLIC SAFETY

AT&T and the California Department of Technology (CDT) have entered into a five year statewide contract for FirstNet – Broadband for Public Safety Contract C3A2FN9-18, Category 9.1. The CDT may, at its sole option elect to extend the Contract Term for up to the number of years as indicated in the Contract.

## Category 9.1 – FirstNet – Broadband for Public Safety

- **Contract award: 10/22/2018**
- **Contract end: 10/21/2023**
- **Number of optional extensions and extension duration(s): 2 extensions, 1 year per extension**

Pursuant to Contract Number C3A2FN9-18, which is incorporated herein by reference, any 100% tax supported non-state Public Safety Entity (herein "Non-State PSE"), as recognized by the First Responder Network Authority (FirstNet Authority), approved by California Governor's Office of Emergency Services (Cal OES) and authenticated by AT&T as an authorized Non-State PSE, may order services and products (collectively "Services") solely as set forth in the Contract.

All Non-State PSE's who are 100% tax supported must complete a Non-State Entity Service Policy and Agreement (NESPA) prior to completing and submitting this FirstNet Authorization to Order (ATO). The California Department of Technology, California Network and Telecommunications (CALNET) Program must approve both documents prior to Non-State PSEs ordering Services. Non-State PSEs who are not 100% tax supported and do not qualify under the NESPA must obtain approval from Cal OES.

**In the event of an emergency, as defined within this Contract, Non-State PSEs may order the Services and submit this ATO as soon as feasible after Services are provided.**

The ATO shall become effective upon execution by the Non-State PSE, Contractor, and CDT. No Service(s) shall be ordered by Non-State PSE or

provided by Contractor until this ATO has been executed by both parties and CDT (except as provided herein for emergencies).

By executing the ATO, the (Non-State PSE) may subscribe to the Service(s), and the Contractor agrees to provide the Service(s), in accordance with the terms and conditions of this ATO and the Contract. Service, catalogs, rates and Contract terms are available at [CALNET Program website](#).

The ATO, and any resulting order for Service(s), is a contract between the Non-State PSE and the Contractor. As such, the CDT will not facilitate, intervene, advocate or escalate any disputes between the Non-State PSE and the Contractor or represent the Non-State PSE in resolution of litigated disputes between the parties.

This ATO shall not exceed the term of the Contract and shall remain in effect for the duration of the contract unless:

- THE CDT, AT ITS DISCRETION, REVOKES THE APPROVED ATO; OR  
  
THE NON-STATE PSE TERMINATES THE ATO, FOR SPECIFIC SERVICE(S) IN PART OR IN TOTAL, PRIOR TO TERMINATION OF THE CONTRACT, BY PROVIDING THE CONTRACTOR WITH A 30 CALENDAR DAYS' PRIOR WRITTEN NOTICE OF CANCELLATION.

THE NON-STATE PSE, UPON EXECUTION OF THE ATO, CERTIFIES THAT:

- THE NON-STATE PSE UNDERSTANDS THAT THE CONTRACTOR AND THE CDT MAY, FROM TIME TO TIME AND WITHOUT THE NON-STATE PSE'S CONSENT, AMEND THE TERMS AND CONDITIONS OF THE CONTRACT THEREBY AFFECTING THE TERMS OF SERVICE THE NON-STATE PSE RECEIVES FROM THE CONTRACTORS;
- THE NON-STATE PSE HAS REVIEWED THE TERMS AND CONDITIONS, INCLUDING THE RATES AND CHARGES, OF THE CONTRACT;
- THE NON-STATE PSE, UNDERSTANDS AND AGREES THAT CONTRACTOR INVOICES FOR SERVICE(S) SUBSCRIBED TO UNDER THE CONTRACT ARE SUBJECT TO REVIEW AND/OR AUDIT BY THE CDT, PURSUANT TO PROVISIONS OF THE CONTRACT;
- All Service(s) ordered under the ATO will be submitted to the Contractor using an authorized purchasing document, signed by the Non-State PSE's authorized signatory. Any additions, changes to, or deletions of Service(s) shall be accomplished by submission of a purchasing document to the Contractor, noting the changes;

- THE NON-STATE PSE UNDERSTANDS AND AGREES THAT THE CONTRACTOR SHALL PROVIDE THE CALNET PROGRAM ALL DATA, INVOICES, REPORTS AND ACCESS TO TROUBLE TICKETS FOR SERVICE(S) SUBSCRIBED TO UNDER THE CONTRACT, PURSUANT TO PROVISIONS OF THE CONTRACT. UPON EXECUTION OF THE ATO, THE NON-STATE PSE AUTHORIZES THE CALNET CONTRACTOR TO RELEASE THE NON-STATE PSE'S CUSTOMER PROPRIETARY NETWORK INFORMATION (CPNI) TO THE CALNET PROGRAM FOR PURPOSES OF ADMINISTERING THE CONTRACT; AND
- THE NON-STATE PSE UNDERSTANDS THAT, THE CONTRACTOR SHALL BILL THE NON-STATE PSE, AND THE NON-STATE PSE SHALL PAY THE CONTRACTOR ACCORDING TO THE TERMS AND CONDITIONS, AND RATES SET FORTH IN THE CONTRACT FOR SUCH SERVICE(S).

## Contact Information

Any notice or demand given under this Contract to the Contractor or the Non-State PSE shall be in writing and addressed to the following:

## Contractor

AT&T

Authorized Agent: Ken Todd

**Attention:** Contract Program Manager

2700 Watt Avenue

Contact Number : 916-768-5000

Sacramento, CA 95821

Email: kt3896@ATT.com

## Non-State PSE

North American Industry Classification System Code (NAICS)

NAICS Industry Title

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## **Emergency Services PSE Name Requesting Support**

Name

Title

Address

Contact Number

City, State, Zip Code

Email:

Support Function and Incident (if known)

## **Alternate Non-State PSE Contact**

Name

Title

Phone

Email

**IN WITNESS WHEREOF**, the parties below hereto have caused the execution of this ATO. The effective date of this ATO, between the Non-State PSE, the Contractor, and CDT/CALNET shall be pursuant to the CDT/CALNET “**DATE EXECUTED**” shown below.

## **Non-State PSE**

Authorized Agent Name

Title of Authorized Agent

Signature

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Date Signed

## **Contractor**

Authorized Agent Name

Title of Authorized Agent

Signature

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Date Signed

## **Approved By: State of California Department of Technology**

Authorized Agent Name

Title of Authorized Agent

Signature

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Date Executed