DATE: April 4, 2023

TO: Mayor and Council Members

FROM: Police Department
Information Technology & Communications (ITC) Department

SUBJECT: Purchase Order to AT&T Services, Inc. for Cellular Phones and Service Plans

RECOMMENDATION:
It is recommended that the Mayor and Council Members take the following actions:

1. Authorize purchase orders to AT&T Services, Inc. for new cellphones and the related service plans, in a total amount not to exceed $420,673.15 (IT & Communications Fund); and

2. Authorize payment of four (4) invoices submitted by FirstNet in the total amount of $37,805.86. (IT & Communications Fund)

BACKGROUND:
Following the tragic events of September 11, 2001, the National Commission on Terrorist Attacks Upon the United States, also known as the 9/11 Commission, recommended the establishment of a nationwide, interoperable public safety communications network to resolve the communications challenges faced by emergency responders nationwide. The First Responder Network Authority (FirstNet) was created and given sole responsibility for deploying the Nationwide Public Safety Broadband Network (NPSBN). The NPSBN provides a secure, reliable, and dedicated interoperable network for emergency responders to communicate during an emergency.

DISCUSSION:
The Police Department’s (Department) policy allows personnel to carry and use their personally owned cellular devices, but it is not a requirement. To be more easily accessible, it is beneficial for all sworn personnel to be issued a cellular device to use while on duty for communication purposes, investigations, and other work-related activities. Due to the nature of the information that may enter these cellular devices, the network provided must be encrypted and highly secure.

FirstNet is designed with a defense-in-depth security strategy that goes far beyond standard commercial network security measures, providing protection without sacrificing usability. It uses end-to-end encryption tools to support public safety users in transmitting encrypted data securely. The Department began using FirstNet in 2021, and the service has proven to be satisfactory. Therefore, the Department seeks to continue FirstNet services for all cellular
devices currently in use and to purchase additional cellular devices and FirstNet services on an as-needed basis to ensure that all sworn personnel have a secure device for use on duty. AT&T is the sole provider of FirstNet’s NPSBN services, which was a result of a full and open competitive procedure. For the aforementioned reason, the Police Department has concluded that FirstNet’s NPSBN phone services provided by AT&T are a sole source purchase under Inglewood Municipal Code Section 2-198.1(c), Exceptions to Competitive Bidding Requirement, which states the following:

_Notwithstanding any provisions of this Article to the contrary, the competitive bidding procedures and requirements may be dispensed with in any of the following instances:_

_Sole Source Goods or Services. Sole source means those purchases where it would be undesirable or impossible for the City to advertise for bids for a particular work or for patented items, or experimental or unique services or products, or where competitive purchases would be unavailable or would not prove advantageous for the City. No sole-source purchase may be made where to do so would show favoritism, improvidence, extravagance, fraud, or corruption, or result in the waste of public funds, but may be used only to obtain the best economic result for the public._

The Department’s previous purchase order with AT&T for FirstNet expired in December 2022. The continuation of FirstNet services was crucial while the new purchase was being determined. As a result, the Department has received three (3) invoices totaling $28,257.38 for services dated December 3, 2022, through March 2, 2023, and will receive one (1) additional invoice in an estimated amount of $9,548.48 for services dated March 3, 2023, through April 2, 2023, that require authorization for payment.

**FINANCIAL/FUNDING ISSUES AND SOURCES:**
The total amount of this purchase shall not exceed $420,673.15 for thirty-six (36) months. The cost includes three (3) years of the FirstNet service plan for the phones currently in use by the Department, in the amount of $343,698.383, and an additional forty (40) phones and their service plans, in the amount of $76,974.32, to be encumbered on an as-needed basis.

Upon City Council approval, blanket purchase orders will be issued to AT&T for service plans for phones currently in use through Fiscal Year 2025-2026, up to $114,566.28 annually. Sufficient funds are available in the Fiscal Year 2022-2023 Budget under Account Code No. 125-024-2450-43401-00 (IT & Communications Fund-Information Technology & Comm-Telecommunications-Utilities-Communications).
Mayor and Council Members
Purchase Order to AT&T Services, Inc. for Cellular Phones and Service Plans
April 4, 2023

Staff will request for funds to be budgeted for future years of this purchase under the same account code unless determined otherwise:

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022 – 2023</td>
<td>$57,283.14</td>
</tr>
<tr>
<td>2023 – 2024</td>
<td>$114,566.28</td>
</tr>
<tr>
<td>2024 – 2025</td>
<td>$114,566.28</td>
</tr>
<tr>
<td>2025 – 2026</td>
<td>$57,283.14</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$343,698.83</strong></td>
</tr>
</tbody>
</table>

Funds for the additional forty (40) phones and their service plans, in a total amount not to exceed $76,974.32, will be encumbered on an as-needed basis under Account Code No. 125-024-2450-43401-00 (IT & Communications Fund-Information Technology & Comm-Telecommunications-Utilities-Communications).

Sufficient funds for the payment of four (4) invoices, in the total amount of $37,805.86, are available under Account Code No. 125-024-2450-43401-00 (IT & Communications Fund-Information Technology & Comm-Telecommunications-Utilities-Communications).

**DESCRIPTION OF ANY ATTACHMENTS:**
Attachment No. 1 – Price Quotes
Attachment No. 2 – Insurance
Attachment No. 3 – Sole Source Declaration
Attachment No. 4 – Invoices

**PREPARED BY:**
Anna Chanyat, Administrative Analyst

**COUNCIL PRESENTER:**
Cardell Hurt, Acting Chief of Police
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL: 
Cardell Hurt, Acting Chief of Police

DEPARTMENT HEAD APPROVAL: Matthew Chambers
Matthew Chambers, ITC Director

CITY MANAGER APPROVAL: Artie Fields, City Manager
ATTACHMENT NO. 1
Onetime Costs Estimate

<table>
<thead>
<tr>
<th>Description</th>
<th>SKU</th>
<th>Qty</th>
<th>Retail</th>
<th>Discount</th>
<th>Estimated Tax 10%</th>
<th>Net</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apple iPhone 12 Black 64GB (Free for Life offer*)</td>
<td>6858C</td>
<td>0</td>
<td>$629.99</td>
<td>($629.00)</td>
<td>$63.00</td>
<td>$63.99</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Total of Estimated Onetime Costs for Deployment of iPhones

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Monthly Re-occurring Cost for iPhone with MobileIron Cloud UEM, 186 active Plus 15 New lines

<table>
<thead>
<tr>
<th>Description</th>
<th>AT&amp;T SKU</th>
<th>Qty</th>
<th>Retail</th>
<th>Discount</th>
<th>Est Tax, Fee, Surcharges</th>
<th>Net</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>FirstNet Unlimited iPhone V,M,D no MHS.</td>
<td>FNUNLGNNF</td>
<td>184</td>
<td>$39.99</td>
<td>$0.00</td>
<td>$5.64</td>
<td>$45.63</td>
<td>$8,395.81</td>
</tr>
<tr>
<td>FirstNet Unlimited iPhone V,M,D + MHS.</td>
<td>FNUNLCALP</td>
<td>1</td>
<td>$44.99</td>
<td>$0.00</td>
<td>$5.64</td>
<td>$50.63</td>
<td>$50.63</td>
</tr>
<tr>
<td>MobileIron Blue Device license Monthly</td>
<td>MIBLU0001</td>
<td>185</td>
<td>$5.95</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$5.95</td>
<td>$1,100.75</td>
</tr>
</tbody>
</table>

Monthly Estimated Costs for iPhone with MI Cloud UEM Device licenses

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$9,547.19</td>
</tr>
</tbody>
</table>

Estimated Annual Cost of Device Licenses

|                                                   | $114,566.28 |

* Free for life offer for FirstNet Agency paid phones. Within 3 bill cycles Credit of $0.99 per new line of service will be applid to Services.

Estimated 3-year costs for the above listed iPhones, with MobileIron Cloud UEM device licenses. Hardware, Software & Services

Above are limited time promotions. Please confirm the credit availability of activation is beyond expiration date of this proposal.

Prepared by:
Larry Lafferty
Client Solutions Executive, Mobility Strategic Lead
Public Sector & FirstNet, Local Government & Education
AT&T Services Inc.
562-618-1221
larry.lafferty@att.com

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Onetime Costs Estimate

<table>
<thead>
<tr>
<th>Description</th>
<th>SKU</th>
<th>Qty</th>
<th>Retail</th>
<th>Discount</th>
<th>Estimated Tax 10%</th>
<th>Net</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apple iPhone 12 Black 64GB (Free for Life offer*)</td>
<td>6688C</td>
<td>40</td>
<td>$629.99</td>
<td>($629.00)</td>
<td>$63.00</td>
<td>$63.99</td>
<td>$2,559.56</td>
</tr>
</tbody>
</table>

Total of Estimated Onetime Costs for Deployment of iPhones $2,559.56

Monthly Re-occurring Cost for iPhone with MobileIron Cloud UEM, 40 New lines

<table>
<thead>
<tr>
<th>Description</th>
<th>AT&amp;T SKU</th>
<th>Qty</th>
<th>Retail</th>
<th>Discount</th>
<th>Est Tax, Fee, Surcharges</th>
<th>Net</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>FirstNet Unlimited iPhone V,M,D no MHS.</td>
<td>FNUNLGNNF</td>
<td>39</td>
<td>$39.99</td>
<td>$0.00</td>
<td>$5.64</td>
<td>$45.63</td>
<td>$1,779.55</td>
</tr>
<tr>
<td>FirstNet Unlimited iPhone V,M,D + MHS.</td>
<td>FNUNLCAKP</td>
<td>1</td>
<td>$44.99</td>
<td>$0.00</td>
<td>$5.64</td>
<td>$50.63</td>
<td>$50.63</td>
</tr>
<tr>
<td>MobileIron Blue Device license Monthly</td>
<td>MIIBLU0001</td>
<td>40</td>
<td>$5.95</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$5.95</td>
<td>$238.00</td>
</tr>
</tbody>
</table>

Monthly Estimated Costs for iPhone with MI Cloud UEM Device licenses $2,068.18
Estimated Annual Cost of Device Licenses $24,818.12

* Free for life offer for FirstNet Agency paid phones. Within 3 bill cycles Credit of $0.99 per new line of service will be applied to Services. ($39.60)

Estimated 3-year costs for the above listed iPhones, with MobileIron Cloud UEM device licenses. Hardware, Software & Services Above are limited time promotions. Please confirm the credit availability of activation is beyond expiration date of this proposal. $76,974.32

Prepared by:
Larry Lafferty
Client Solutions Executive, Mobility Strategic Lead
Public Sector & FirstNet, Local Government & Education
AT&T Services Inc.
562-618-1221
larry.lafferty@att.com

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ATTACHMENT NO. 2
**CERTIFICATE OF LIABILITY INSURANCE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER:** Marsh USA, Inc.  
600 Market Street, Suite 1800  
St. Louis, MO 63101

**INSURED:** AT&T Services, Inc.  
One AT&T Plaza  
208 South Akard  
Room 1820  
Dallas, TX 75202

**CONTACT NAME:** Marsh U.S. Operations  
**PHONE:**  
**FAX:**  
**EMAIL:** Alt.CertRequest@marsh.com

**INSURER(S) AFFORDING COVERAGE:**  
NAIC #  

**INSURER A:** Old Republic Insurance Company  
**INSURER B:**  
**INSURER C:**  
**INSURER D:**  
**INSURER E:**  
**INSURER F:**  

**COVERAGES**  
**CERTIFICATE NUMBER:** CH-009956119-08  
**REVISION NUMBER:**  

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

**INSTR. LTH** | **TYPE OF INSURANCE** | **ADDITIONAL LIMITS** | **POLICY NO.** | **POLICY EFF (MM/DD/YYYY)** | **POLICY EXP (MM/DD/YYYY)** | **LIMITS** |
--- | --- | --- | --- | --- | --- | --- |
A | COMMERCIAL GENERAL LIABILITY | CLAIMS-MADE X OCCUR | MWZ 313035 22 | 06/01/2022 | 06/01/2023 | $5,000,000 |
A | AUTOMOBILE LIABILITY | OWNED AUTOS ONLY SCHEDULED AUTOS | MWZ 313035 22 | 06/01/2022 | 06/01/2023 | $5,000,000 |
A | WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY | | MWZ 313035 22 (AOS) | 06/01/2022 | 06/01/2023 | $5,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):**

Re: Providing Cellular Services, Equipment, software, Installations, Sales activities, and Professional Services performed remotely or on site at any City of Inglewood office, yard, or facility in performance of the NAPBS Contract.

The City of Inglewood, its officers, officials, employees, and volunteers later included as Additional Insured under the General Liability and Automobile Liability policies but only with respect to the requirements of the contract between the Certificate Holder and the Insured. Waiver of Subrogation is provided for General Liability, Automobile Liability and Workers' Compensation as required by written contract and allowable by law.

See ACORD 101

**CERTIFICATE HOLDER:**  
City of Inglewood  
Attn: Aloha Thompson  
1 W. Manchester Blvd.  
Inglewood, CA 90301

**CANCELLATION:**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE:** Marsh USA Inc.

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ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD
<table>
<thead>
<tr>
<th>AGENCY</th>
<th>Marsh USA, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAMED INSURED</td>
<td>AT&amp;T Services, Inc.</td>
</tr>
<tr>
<td></td>
<td>One AT&amp;T Plaza</td>
</tr>
<tr>
<td></td>
<td>200 South Akard</td>
</tr>
<tr>
<td></td>
<td>Room 1900</td>
</tr>
<tr>
<td></td>
<td>Dallas, TX 75202</td>
</tr>
</tbody>
</table>

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers' Compensation - MWKS 31933 22 (CH/WA)
Self Insured Retentions
OH & WA - $500,000,000 (except Terrorism)
OH & WA - $600,000,000 Terrorism

This insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non-contributory with this insurance.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Persons or Organizations as Required by Written Contract or Agreement.</td>
<td>The Locations as Specified in the Written Contracts or Agreements.</td>
</tr>
<tr>
<td>In no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.</td>
<td></td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance; whichever is less.

This endorsement shall not increase the applicable limits of insurance.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Persons or Organizations as Required by Written Contract or Agreement.</td>
<td>The Locations as Specified in the Written Contracts or Agreements.</td>
</tr>
<tr>
<td>In no event shall the insurance provided exceed the scope of coverage or limits as required by said contract or agreement.</td>
<td></td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured

is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.
OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US

SCHEDULE

Number of Days Notice of Cancellation: 30

Person or Organization:

All persons or organizations as required by written contract or agreement.

Address:

The addresses as specified in the written contracts or agreements.

Provisions

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

PIL 028 05 10
OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US ENDORSEMENT

SCHEDULE

Number of Days Notice of Cancellation: 30

Person or Organization:
ALL PERSONS OR ORGANIZATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT.

Address:
The addresses as specified in the written contracts or agreements.

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

All Persons or Organizations as required by Written Contract or Agreement or Any Persons or Organization to whom you have agreed to provide insurance in the absence of a written contract or agreement, and to whom you have issued a Certificate of Insurance.

In no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.

With respect to COVERED AUTOS LIABILITY COVERAGE, Who Is An Insured is changed with the addition of the following:

Each person or organization shown in the Schedule for whom you are doing work is an "insured". But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

1. You;
2. an "employee" of yours; or
3. anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".

However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy. Not withstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.

PCA 001 10 13
primary and non-contributory - other insurance condition

This endorsement modifies insurance provided under the following:

business auto coverage form

schedule

name of person(s) or organization(s):

all persons or organizations as required by written contract or agreement.

in no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.

with respect to coverage provided by this endorsement, the provisions of the coverage form apply unless modified by the endorsement.

a. the following is added to section iv - business auto conditions, b. general conditions, 5. other insurance, and supersedes any provision to the contrary:

this coverage form's covered autos liability coverage is primary to and will not seek contribution from any other insurance available to the person(s) or organization(s) shown in the above schedule, provided that:

1. such person(s) or organization(s) is an additional insured under such other insurance; and

2. you have agreed that this insurance is primary and you will not seek contribution from any other insurance available to such person or organization.
IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person or Organization:
All persons or organizations as required by contract or agreement.

In no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the
Declarations as applicable to this endorsement.)

The Transfer Of Rights Of Recovery Against Others To Us Condition is changed by adding the
following:

We waive any right of recovery we may have against the person(s) or organization(s) shown in the
Schedule because of payments we make for injury or damage. This waiver applies only to the person or
organization shown in the Schedule.
IL 10 (12/06)  OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT
FOR ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

All Persons or Organizations as Required by Written Contract or Agreement.

In no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.

For the Person(s) or Organization(s) that are listed in the Schedule above, that are also an Additional Insured under an endorsement attached to this policy, the following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an Additional Insured under your policy, provided that:

1. The Additional Insured is a Named Insured under such other insurance; and;

2. You have agreed with the Additional Insured that this insurance is primary and will not seek contribution from any other insurance available to the Additional Insured.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Person(s) Or Organization(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any Person or Organization for whom you perform work under a Written Contract that Requires you to obtain this Agreement.</td>
</tr>
</tbody>
</table>

In no event shall the insurance provided exceed the scope of coverage or limits required by said contract or agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.
POLICY NUMBER: MWC 313638 22

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

WHERE REQUIRED BY WRITTEN CONTRACT

DATE OF ISSUE: 06-01-22
OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US

SCHEDULE

Number of Days Notice of Cancellation: 30

Person or Organization:
All persons or organizations as required by written contract or agreement.

Address:
The addresses as specified in the written contracts or agreements.

Provisions
If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

PIL 028 05 10
MEMORANDUM OF INSURANCE

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PRODUCER
Marsh USA Inc.
("Marsh")

COMPANIES AFFORDING COVERAGE
Co. A Old Republic Insurance Company

INSURED
Subsidiaries of AT&T Inc.
One AT&T Plaza
208 South Akard, Room 1830.06, Dallas
Texas 75202
United States

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

<table>
<thead>
<tr>
<th>CO</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE</th>
<th>POLICY EXPIRATION DATE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td>MWZY 313636 22</td>
<td>01-Jun-2022</td>
<td>01-Jun-2023</td>
<td>GENERAL AGGREGATE: 20,000,000</td>
</tr>
<tr>
<td></td>
<td>Commercial</td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COM/PROP AGG: 10,000,000</td>
</tr>
<tr>
<td></td>
<td>General Liability Occurrence</td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL AND ADV INJURY: 10,000,000</td>
</tr>
<tr>
<td>A</td>
<td>AUTOMOBILE LIABILITY</td>
<td>MWTB 313635 22</td>
<td>01-Jun-2022</td>
<td>01-Jun-2023</td>
<td>COMBINED SINGLE LIMIT: 10,000,000</td>
</tr>
<tr>
<td></td>
<td>Any Auto</td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (PER PERSON): N/A</td>
</tr>
<tr>
<td>A</td>
<td>EXCESS LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (PER ACCIDENT): N/A</td>
</tr>
<tr>
<td>A</td>
<td>WORKERS COMPENSATION / EMPLOYERS LIABILITY</td>
<td>MWC 313638 22</td>
<td>01-Jun-2022</td>
<td>01-Jun-2023</td>
<td>WORKERS COMP AGG: Statutory</td>
</tr>
<tr>
<td>A</td>
<td>THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included</td>
<td>**MWXS 313639 22</td>
<td>01-Jun-2022</td>
<td>01-Jun-2023</td>
<td>EL. EACH ACCIDENT: 1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>PROFESSIONAL LIABILITY</td>
<td>MWZZ 314493 22</td>
<td>01-Jun-2022</td>
<td>01-Jun-2023</td>
<td>EL. DISEASE - POLICY LIMIT: 1,000,000</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>EL. DISEASE - EACH EMPLOYEE: 1,000,000</td>
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<td></td>
<td></td>
<td>RETENTION: $10,000,000 Aggregate / $10,000,000 Each Occurrence</td>
</tr>
</tbody>
</table>
**MEMORANDUM OF INSURANCE**

<table>
<thead>
<tr>
<th>PRODUCER</th>
<th>INSURED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marsh USA Inc.</td>
<td>Subsidiaries of AT&amp;T Inc.</td>
</tr>
<tr>
<td>(<em>Marsh</em>)</td>
<td>One AT&amp;T Plaza</td>
</tr>
<tr>
<td></td>
<td>208 South Akard, Room 1830.06, Dallas</td>
</tr>
<tr>
<td></td>
<td>Texas 75202</td>
</tr>
<tr>
<td></td>
<td>United States</td>
</tr>
</tbody>
</table>

**ADDITIONAL INFORMATION**

**ADDITIONAL INSURED:**
Additional Insured applies under the General Liability and/or Automobile Liability policy(ies) but only as required by the written contract.

**WAIVER OF SUBROGATION:**
Waiver of Subrogation is provided for General Liability, Automobile Liability and Workers' Compensation as required by the written contract and allowable by law.

**PRIMARY & NON-CONTRIBUTORY:**
The General Liability insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non-contributory with this insurance as required by the written contract.

**Excess Workers' Compensation - MWXS 313639 22 (OH-WA)**
Self-Insured Retentions
OH & WA - $500,000,000 (except Terrorism)
OH & WA - $600,000,000 (Terrorism)

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here are not authorized.
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**Producer**
Marsh USA Inc.  
("Marsh")

**Companies Affording Coverage**
- Co. A Old Republic Insurance Company
- Co. B
- Co. C
- Co. D
- Co. E
- Co. F

**Insured**
Subsidiaries of AT&T Inc.  
One AT&T Plaza  
208 South Akard, Room 1830.06, Dallas  
Texas 75202  
United States

**COVERAGES**

The Policies of Insurance listed below have been issued to the Insured named above for the Policy Period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Memorandum may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>LOC</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECTIVE DATE</th>
<th>POLICY EXPIRATION DATE</th>
<th>LIMITS</th>
</tr>
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<tbody>
<tr>
<td>A</td>
<td>General Liability</td>
<td>MWZY 313636 22</td>
<td>01-Jun-2022</td>
<td>01-Jun-2023</td>
<td>GENERAL AGGREGATE 20,000,000</td>
</tr>
<tr>
<td></td>
<td>Commercial</td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMPROG AOG 10,000,000</td>
</tr>
<tr>
<td></td>
<td>General Liability Occurrence</td>
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<td></td>
<td></td>
<td>PERSONAL AND ADV INJURY 10,000,000</td>
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<tr>
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<td></td>
<td>EACH OCCURRENCE 10,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FIRE DAMAGE (ANY ONE FIRE) 1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (ANY ONE PERSON) N/A</td>
</tr>
<tr>
<td>A</td>
<td>Automobile Liability</td>
<td>MWTB 313635 22</td>
<td>01-Jun-2022</td>
<td>01-Jun-2023</td>
<td>COMBINED SINGLE LIMIT 10,000,000</td>
</tr>
<tr>
<td></td>
<td>Any Auto</td>
<td></td>
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<td></td>
<td>BODILY INJURY (PER PERSON)</td>
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<td>BODILY INJURY (PER ACCIDENT)</td>
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<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE</td>
</tr>
<tr>
<td>A</td>
<td>Excess Liability</td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE</td>
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<tr>
<td>A</td>
<td>Workers Compensation / Employers Liability</td>
<td>MWC 313638 22</td>
<td>01-Jun-2022</td>
<td>01-Jun-2023</td>
<td>WORKERS COMP LIMITS</td>
</tr>
<tr>
<td></td>
<td>The Proprietor / Partners / Executive Officers Are Included</td>
<td><strong>MWXS 313639 22</strong></td>
<td>01-Jun-2022</td>
<td>01-Jun-2023</td>
<td>EL EACH ACCIDENT 1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(OH-WA)-See Limits Below</td>
<td>01-Jun-2022</td>
<td>01-Jun-2023</td>
<td>EL DISEASE - POLICY LIMIT 1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EL DISEASE - EACH EMPLOYEE 1,000,000</td>
</tr>
<tr>
<td>A</td>
<td>Professional Liability</td>
<td>MWZZ 314493 22</td>
<td>01-Jun-2022</td>
<td>01-Jun-2023</td>
<td>$10,000,000 Aggregate / $10,000,000 Each Occurrence</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>RETENTION - $10,000,000</td>
</tr>
</tbody>
</table>

1/31/2023, 5:23 PM
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MEMORANDUM OF INSURANCE

<table>
<thead>
<tr>
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<tr>
<td></td>
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</tr>
</tbody>
</table>

DATE
01-Feb-2023

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Self-Insured Retentions
OH & WA - $500,000,000 (except Terrorism)
OH & WA - $600,000,000 (Terrorism)

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ATTACHMENT NO. 3
SOLE SOURCE DECLARATION

WE THE UNDERSIGNED DO HEREBY CERTIFY to the best of our knowledge, after analyzing pertinent information available to us at this time, the item/services listed below can only be furnished by the following vendor:

<table>
<thead>
<tr>
<th>Item/Service</th>
<th>Vendor</th>
<th>Address</th>
<th>City, State</th>
</tr>
</thead>
<tbody>
<tr>
<td>FirstNet</td>
<td>AT&amp;T Services Inc</td>
<td>208 South Akard</td>
<td>Dallas, TX 75202</td>
</tr>
</tbody>
</table>

We declare under penalty of perjury that the foregoing is true and correct.

Signature, Department Head
Bianca Plascencia

Signature, Purchasing Manager

Date 3/8/23

Date
April 16, 2018

To Whom It May Concern:

This letter provides confirmation that the First Responder Network Authority’s (FirstNet) Nationwide Public Safety Broadband Network (NPSBN) contract was awarded utilizing full and open competitive procedures which resulted in a single award to AT&T to provide the NPSBN services.

In accordance with the terms and conditions of the NPSBN contract, AT&T is responsible for providing/offering a comprehensive network solution to each of the 56 states and territories. The comprehensive network solution provides services that include: the deployment and provisioning of a nationwide Core Network (“Core”), and Radio Access Network (RAN) services; backhaul, aggregation, and the use of national transport networks and operation centers; a device ecosystem; use of network infrastructure; deployable capabilities; use of operational and business support systems; an applications ecosystem; network services; and the integration, maintenance, operational services, and ongoing evolution of these systems required to function fully as an operational wireless 3rd Generation Partnership Project (3GPP) standards-based Long Term Evolution (LTE) NPSBN.

The AT&T services will bring to Public Safety Entities an interoperable NPSBN with quality of service, priority usage, and preemption. In addition, the NPSBN will be hardened, as needed, from the physical perspective and will be resilient, secure, and highly reliable from the network perspective. Furthermore, the NPSBN will provide, to public safety agencies, both national and local control over prioritization, preemption, provisioning, and reporting.

The NPSBN and associated devices will be branded as FirstNet, consistent with applicable laws and regulations. While FirstNet will maintain oversight responsibilities, AT&T is responsible for executing marketing, product management; sales; distribution; customer care; communications; strategic partnering; and network deployment, operation, maintenance, and evolution.

The NSBPN contract between FirstNet and AT&T has a period of performance of 25 years from the date of award (March 28, 2017 through March 27, 2042).

If you have any questions with regard to this letter and/or the FirstNet NPSBN contract, please contact me at 571-665-3995 or via email at Terrie.Callahan@firstnet.gov.

Sincerely,

Terrie L. Callahan
Contracting Officer, FirstNet
ATTACHMENT NO. 4
Account summary

Your last bill $18,621.98
Past due - please pay immediately $18,621.98

Service summary

[ ] Wireless Page 2 $9,386.24

Total services - due Jan 25, 2023 $9,386.24

Total due $28,008.22

Ways to pay and manage your account:

[ ] firstnetcentral.firstnet.com Call 611 from FirstNet device 800.574.7000
FTY: 609.341.0007 from any other phone

Return this portion with your check in the enclosed envelope. Payments may take 7 days to post.

Total due: $28,008.22
Due immediately: $18,621.98 Due Jan 25, 2023: $9,386.24
Account number: 287307205365
Please include account number on your check
Make check payable to:
AT&T MOBILITY
P.O. BOX 6463
CHICAGO, IL 60680-9463

99900287307205365000000000936462400002800022000
Want to stop receiving paper bills and enjoy the convenience of paperless billing? Enroll at firstnetcentral.firstnet.com

AutoPay: Set up automatic payments that you can update whenever you want. Go to firstnetcentral.firstnet.com today.

Account summary

Your last bill $28,008.22
Past due - please pay immediately $28,008.22

Service summary

<table>
<thead>
<tr>
<th>Wireless</th>
<th>Page 2</th>
<th>$9,422.66</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total services - due Feb 25, 2023</td>
<td></td>
<td>$9,422.66</td>
</tr>
</tbody>
</table>

Total due $37,430.88

Ways to pay and manage your account:

- firstnetcentral.firstnet.com
- Call 611 from a FirstNet device
- 800.574.7000
- TTY: 855.241.6907
- from any other phone

Total due: $37,430.88
Due immediately: $28,008.22
Due Feb 25, 2023: $9,422.66

Return this entire page with your check in the enclosed envelope. Payments may take 7 days to post.

Account number: 287307205365
Please include account number on your check
Make check payable to:
AT&T MOBILITY
PO BOX 6483
CAROL STREAM IL 60197-0483

99900287307205365000000094226b00003743068001
Want to stop receiving paper bills and enjoy the convenience of paperless billing? Enroll at firstnetcentral.firstnet.com

AutoPay: Set up automatic payments that you can update whenever you want. Go to firstnetcentral.firstnet.com today.

Total due

$28,240.64

Due immediately: $18,792.16
Due Mar 25, 2023: $9,448.48

Account summary

Your last bill $37,430.88
Payment, Feb 07 - Thank you! -$18,638.72
Past due - please pay immediately $18,792.16

Service summary

Wireless $9,448.48

Total services - due Mar 25, 2023 $9,448.48

Total due $28,240.64

Ways to pay and manage your account:

firstnetcentral.firstnet.com Call 611 from FirstNet device 800.574.7000
TTY: 800 241.0007 from any other phone

Return this portion with your check in the enclosed envelope. Payments may take 7 days to post.

Total due: $28,240.64
Due immediately: $18,792.16 Due Mar 25, 2023: $9,448.48
Account number: 287307205365
Please include account number on your check
Make check payable to:
AT&T MOBILITY
PO BOX 6453
CANTON STRE& #23; IL 60677-6453