



INCORPORATED COUNTY OF LOS ALAMOS SERVICES AGREEMENT

This **SERVICES AGREEMENT** ("Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Bonfire Fiber LLC**, a Colorado limited liability company ("Contractor" or "Licensee"), collectively (the "Parties"), to be effective for all purposes November 20, 2024 ("Effective Date").

WHEREAS, the County Purchasing Officer determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 24-46 ("RFP") on December 15, 2023, requesting proposals for the Design, Construction and Operation of a Community Broadband Network ("Project"), as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a Phase 1 response dated January 12, 2024 and a Phase 2 response by March 21, 2024 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

WHEREAS, the County Council approved this Agreement at a public meeting held on November 19, 2024; and

WHEREAS, Contractor shall provide the Services, as described below, to County.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. DEFINITIONS: In addition to any other terms elsewhere defined in this Agreement, the following terms are defined for the purpose of this Agreement. Where a definition is not defined, the standard meaning applies:

1. The terms "Contract" and "Agreement" are interchangeable when used throughout.
2. Acceptance Date: Means the date on which County provides a written statement to Contractor that it accepts the Community Broadband Network ("CBN") or a completed portion of the CBN which can then be operated by Contractor on behalf of County, Contractor shall maintain responsibility for operating, managing, monitoring, maintaining, expanding, and repairing the CBN.
3. Access Agreement: Means the written agreement between an owner of privately owned real property ("Premises") and County, pertaining to the connection of the Premises to the CBN and granting a right of access, temporary use and occupation to Contractor or County sufficient to enable the installation and maintenance of a portion of the CBN on the Premises.

4. **Assets:** Means the dark and lit fiber strands, cabling and Outside Plant associated with the CBN and licensed to Contractor to be operated and managed as provided in this Agreement, as specified in Exhibit A.
5. **Authorizations:** Means the permissions each party must have to perform its obligations under this Agreement, which may include franchises; licenses; permits; zoning approvals; variances; exemptions; grants of authority to use public rights of way or facilities; private rights of way; agreements to make attachments to poles, or share ducts, conduits, towers, buildings, rooftops, manholes, and the like; and any other approval of a governmental authority or third persons with respect to (i) the construction, installation, repair, maintenance, operation or use of tangible or intangible property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.
6. **Authorization Fees:** Means all permit, right-of-way, easement, pole attachment, franchise, encroachment, or license fee, charge or assessment of any kind relating to a party's execution of its obligations under this Agreement, whether imposed by a governmental authority or a private entity.
7. **Bill of Materials (BOM):** The list of components needed to complete the build of the network.
8. **Central Office (CO):** The origination point for the fiber-to-the-premises, the data center where the signal for the network begins.
9. **Community Broadband Network (CBN):** Means the fiber-to-the-premises network, including the Fiber Optic Strands, Fiber Drops, and associated network equipment solely owned by County and installed by Contractor on behalf of the Incorporated County of Los Alamos and operated, managed, monitored and maintained by Contractor.
10. **Customer Premises Equipment (CPE):** Means terminal and associated equipment and inside wiring located at a Premises that is necessary for the receipt of Services, and which is provided and installed by Contractor.
11. **CSAT** means Customer Satisfaction.
12. **Dark Fiber:** Means fiber optic cable strands without electronic and/or optronic equipment and which is not "lit" or activated.
13. **Fiber Distribution Hub (FDH):** an enclosure which provides the connection between fiber optic cabling and optical splitters, a component in the Outside Plant.
14. **Fiber Drops:** Means the last mile service extensions installed by Contractor on behalf of County to connect a subscriber Premises to the CBN and after construction, becomes a part of the CBN.
15. **Fiber Optic Network (Network):** Means a communication system consisting of optical transmitter(s) to convert electrical signal(s) to an optical signal(s) transmitted through optical fiber(s), a bundle of optical fibers in a cable is routed to transport the signal(s) to optical receiver(s) which recovers the signal(s) as electrical signal(s).
16. **Fiber Roll** means fiber optic "rollover" or hot cut which is a procedure that reconnects network equipment without a significant out-of-service period. It's used to insert new equipment or replace existing equipment without causing extended equipment downtime.
17. **Fiber to the Premises (FTTP):** Means a fiber optic communication delivery in which an optical fiber is run directly onto the end users premises.

18. Gigabits per second (Gpbs): Means billions of bits per second and is a measure of bandwidth for a digital data transmission through optical fiber.
19. Internet Services: Means data transmission including but not limited to fiber, broadband or other connectivity with the Internet using Transmission Control Protocol / Internet Protocol (TCPIP) or the equivalent to successor protocol via wired Ethernet, wireless transmission or other transmission media or protocol.
20. Internet Service Provider (ISP): An entity which will provide access to the network for end users or subscribers.
21. Maintenance: Means work that must be performed upon or to the CBN, including Assets, to ensure the continuity of an acceptable signal transmitted through the fibers (in conformance with the manufacturer's specifications), and capable of enabling Contractor and the applicable ISP to meet the Performance Metrics, or to ensure the safety and reliability of the Assets.
22. Megabits per second (Mbps): means millions of bits per second and is a measure of bandwidth for a digital data transmission through optical fiber.
23. Network Operation (Operation): All tasks necessary to provide a high level of service to subscribers including but not limited to standard and emergency network maintenance and repair, perform all the typical responsibilities of an internet services exchange, including contracting with internet service providers (referred to as "providers" or "ISPs"), sales and marketing, retention of providers and end users, 24/7 technical support, customer service, service provisioning, billing, and service upgrades.
24. NPS means Net Promoter Score.
25. Network Operator: Means Contractor's role in (i) configuring and activating a community fiber network utilizing the CBN, and (ii) providing wholesale data services to qualified third party ISPs on a nondiscriminatory basis.
26. Optical Line Terminal (OLT): The endpoint hardware device in a passive optical network, used to connect fiber and transfer signals.
27. Optical Network Terminals (ONT): A device which converts signal from optical to electrical and vice versa to allow for connection of fiber optics cabling to other types of cabling such as ethernet cabling.
28. Outside Plant (OSP): All equipment which is located outside of the buildings the network is connected to.
29. Passive Optical Network (PON): An optical networking configuration which utilizes OLT and Optical Beam Splitters to distribute a single signal through multiple branches of fiber.
30. Premise: Means a residence, commercial building, multi-dwelling unit (MDU), or buildable lot that can be feasibly and reasonably served by the CBN. In cases where a single structure may require multiple connections to serve separate customers within the structure, each connection to an Optical Network Terminal (ONT) will count as an individual Premise.
31. Route: Means the physical path traversed by the fiber strands that are specified as Assets in Exhibit A, as set forth in applicable maps and related documents that are made a part of this Agreement.
32. Service or Services: means solely Internet Services. The Parties may agree to expand the definition of Service to include Voice Service, Video Service, home security services and

more, but such modification shall only apply on a case-by-case basis with mutual written agreement between the Parties amending this Agreement or any specific order or statement of work hereunder.

- 33. Subscriber: Means a business or residential customer of retail Services provided by an ISP.
- 34. Video Service: Means a multichannel video programming delivery service, as such term is defined under federal law and interpreted by the Federal Communications Commission, or its substantial equivalent.
- 35. Voice Service: Means interconnected Voice over Internet Protocol (VoIP) service, as such term is interpreted by the Federal Communications Commission, or its substantial equivalent.

SECTION B. SERVICES: The activities required to fulfill the requirements of this Agreement include but may not be limited to the operation, performing Network monitoring, maintenance, repair, management of the network infrastructure, performing and overseeing all aspects of in-home or in-business installations, management of services, identification of and management of ISPs, middle-mile transport and timely system upgrade of the County's fiber optic network. The Network shall be a County-owned open access fiber-to-the-premises (FTTP) Community Broadband Network (CBN) capable of providing competitive, high-speed internet and related services to County residents, businesses, and anchor institutions using a wholesale broadband model. Contractor shall perform the above functions including contracting with Internet Service Providers (ISPs) to deliver such retail services on an open, non-discriminatory basis. Contractor shall design operations in such a way that the objectives for a competitive, open access CBN are fulfilled, which extends to the possibility of selecting network operators on a competitive basis in the future, without disruption to service for subscribers ("Services").

1. **License to Use Assets.** Upon the Effective Date, and throughout the term of this Agreement, County grants to Contractor the non-exclusive license ("License") to use the Assets, excluding the Dark Fiber, and the exclusive right to use the Dark Fiber specified in Exhibit A, as may be amended from time to time ("License"), for the purposes set forth in this Agreement and, as applicable, to install Customer Premises(s) Equipment (CPE) as is reasonably necessary to deliver the Services to Subscribers.
 - a. Legal title in the Assets and the CBN is, and shall continue to be, held by County, and nothing in this Agreement shall convey any legal title to real or personal property, nor shall it create any security interest for Contractor's or any other person's benefit.
 - b. County shall provide Contractor with access to CBN plant and enclosure facilities for installation, maintenance and troubleshooting of Contractor services and CBN equipment. County shall allow Contractor personnel or its agents reasonable direct ingress and egress to the County property within which Assets have been placed, including the fiber plant and enclosure facilities, and shall permit Contractor personnel or its agents to access such property at such times as may be required to install, test and repair the equipment. Contractor's personnel and its agents shall, while on such property, comply with all industry standard rules, regulations, and procedures, and other requirements communicated to Contractor by County.
2. **Software-Defined Automated Network Management.** Contractor shall offer and provide wholesale data services using the Assets, based upon a software platform operated by COS Systems AB (COS Systems), to any legally-existing unaffiliated ISP for the provision of retail Services. Contractor shall negotiate with each such ISP on a good faith basis and shall not discriminate among ISPs, for the purpose of effecting a competitive advantage of one ISP over another. COS System's open access software is an end-to-end system to engage Subscribers starting from pre-sales through sign-up and

activation. The COS System platform shall have a landing page specific to the County's CBN listing the available ISPs and the broadband speeds and fees, consistent with those set forth in Exhibit B, subject to the price increase set forth herein. Contractor shall utilize COS Systems software to facilitate and monitor Network Operation through use of COS Systems Network Operation Support System/Business Support System (OSS/BSS). The system allows for Application Programming Interface (API) use with ISPs systems, Trouble ticket management for ISPs, and Customer Interest Process, ticket process for management of subscriber reported issues.

3. **Subscriber Recruitment.** Community rollout communications shall be aligned with the construction timeline to provide effective communications with households and businesses within the County. Awareness Building tasks shall occur under AGR24-46a, contingent upon approval of a Low Level Design (LLD) by County Council and bond funding secured by County.
 - a. Construction. During construction of the CBN, Contractor shall accept advance orders for subscribers to the CBN, and communicate key milestones and progress updates through various digital and media outlets to include but not limited to:
 - i. Door Hangers. Contractor shall distribute door hangers in relevant neighborhoods to communicate construction status in a given area.
 - ii. Digital Communications: Provide up-to-date information regarding impending construction in specific neighborhoods.
 - iii. Local County News. Provide periodic updates to local news outlets to maintain transparency and keep the community informed.
 - b. Connection and Promotion. As construction is concluded in specific areas, Contractor and ISPs shall engage the community to encourage adoption of the services through the following means:
 - i. Social Media: Share success stories and testimonials from early customers to create interest.
 - ii. Digital Communications: Notify customers that signed up early about their upcoming connection dates and details to encourage word of mouth marketing.
4. **Selection of Providers (ISP).** Contractor has identified two (2) ISPs with experience in Open Access Networks (OAN) to engage from the beginning of the Project. Contractor shall attempt to recruit additional ISPs, with a minimum of three (3) and up to five (5) ISPs within the first year of operation. County reserves the right to assume and assign any contracts held by the network operator with ISPs providing service through the CBN at the end of the term of this Agreement or upon termination of this Agreement.
 - a. County reserves the right to set minimum performance standards and determine whether an ISP is not performing under the terms of the operating agreement. In its contracts with ISPs, Contractor shall include provisions regarding requirements to adhere to County's performance standards and ability to terminate for failure to meet such standards.
 - b. Contractor shall be required to execute substantively identical agreements with all ISPs. Contractor may negotiate agreements with ISPs on an individual basis, with varying terms and conditions based upon bona fide distinctions among such ISPs as to scale and volume, the nature of Services to be provided, and other similar factors.
 - c. Contractor does not require, dictate or direct an ISP to provide any specific terms or conditions with each Subscriber. Each ISP provider may, in its sole discretion, determine the terms and conditions governing Subscriber's use of such ISPs services and such agreement shall be solely between such ISP and Subscriber directly.

- d. **ISP Relationship.** Contractor shall be responsible for all aspects of the customer relationship involving provision of Services by Contractor to ISPs, as follows:
 - i. **ISP Support.** Contractor shall be directly responsible for receiving, servicing, and resolving all requests for support from ISPs, including but not limited to technical, billing and sales and marketing inquiries.
 - ii. **Billing/Collections.** Contractor shall be responsible for all invoicing, billing and collection activities relating to ISPs.
 - iii. **Sales/Marketing:** Contractor shall be responsible for any and all sales and marketing activities relating to Contractor Services for ISPs, including but not limited to pricing of Services, description of Services, and promotional activities.
- 5. **ISP Responsibilities.** Contractor shall include provisions in its agreements with each ISP that the ISP shall be responsible for providing services to customers on the CBN. The primary service to be provided is internet, however ISPs may offer additional services including but not limited to:
 - a. Telephone/Voice over Internet Protocol (VoIP) - Residential
 - b. Television - Residential
 - c. Peering Agreement for Superior Streaming - Residential
 - d. Static IP – Residential
 - e. Email and Collaboration Suite – Residential
 - f. Software-Defined WAN – Commercial
 - g. Business Phone (VoIP) – Commercial
 - h. Video Conference – Commercial
 - i. Productivity Integrations – Commercial
 - j. Domain Hosting – Commercial
 - k. Cloud Hosting – Commercial
 - l. Email and Collaboration Suite – CommercialContractor does not control the ISPs' additional services, bundled services, or associated pricing, including but not limited to the services listed above.
- 6. **Customer Service Obligations.** Contractor shall include provisions in its agreements with each ISP that the applicable ISP shall be responsible for all aspects of the customer relationship involving the County Subscribers to retail services provided by the ISP as described below:
 - a. **Subscriber Customer Support.** The applicable ISP shall be directly responsible for receiving, servicing and resolving all requests for support from Subscribers, including but not limited to technical, billing, and sales and marketing inquiries. Contractor shall act as Tier 3 support, the highest level of support in the industry, to mitigate and resolve any issues that arise that cannot be settled by the ISP.
 - b. **Billing/Collections.** The applicable ISP shall be responsible for all invoicing, billing and collection activities relating to its Subscribers.
 - c. **Sales/Marketing.** Contractor shall be responsible for any and all sales and marketing activities relating to the CBN and ISPs available to Subscribers. Services, including but not limited to pricing of services, description of services, and promotional activities.
 - d. **Bad Debts.** The applicable ISP shall be responsible for any and all bad debts associated with its Subscribers which are not resolved in the window described in the ISP agreement.
 - e. **ISPs shall be required to offer at least one (1) low-cost service for households eligible for the Affordable Connectivity Program (ACP), or the applicable equivalent program. An estimated 4% of subscribers may qualify for such a program. The plan for eligible subscribers, shall be fully subsidized by network operating fees.**

7. **Measurement of ISPs.** Contractor shall monitor ISP performance to ensure a high level of customer satisfaction is achieved. Contractor shall provide County the ISP's network statistics such as network availability, maintenance performance, fiber restoral times and customer statistics such as CSAT and NPS, from Contractor's interaction with the end customer during the installation process. Contractor shall hold monthly meetings with ISPs to discuss performance and any remediations required. ISPs shall be required to provide Customer Satisfaction Scores semi-annually, and Net Promoter Scores (NPS) annually by all ISPs on the CBN. Additional metrics required from ISPs shall include but are not limited to:
 - a. Average answer rate on customer calls.
 - b. Average handling time.
 - c. Average time to restore service.
 - d. Initial issues reported within thirty (30) days of installation.
8. **Network Monitoring.** Contractor shall provide continuous monitoring and management of the CBN. Contractor shall monitor equipment status, bandwidth usage, and traffic patterns. Contractor shall perform periodic maintenance to keep network infrastructure optimized, secure and updated to manufacturer or industry specifications. Contractor shall provide a dashboard for the County Broadband Manager and monthly reporting on measurements of the availability and reliability of the Network to County's Project Manager or designee to include:
 - a. Mean Time to Restore (MTTR) – operating target of less than four (4) hours after receipt of the first repair request to resolve the issue.
 - b. Network Availability - operating target of greater than 99.9% uptime measured on a trailing 365 day term.
 - c. Time to provision - operating target of five (5) business days for the first 12 months of this Agreement, and three (3) business days thereafter.
 - d. Statistics on ISP tickets – operating target of (MTTR for service issues – less than four (4) hours, CSAT greater than 80%, NPS greater than fifty (50), provisioning five (5) business days).
9. **Maintenance and Repair.** Contractor shall at all times maintain accurate as-built documentation of the entire physical plant, and the County retains the right to inspect, copy, share, and audit, that such documentation is up to date and complete. Contractor shall adhere to the Performance Metrics and Support Process described in Exhibit C. Maintenance services are defined as follows:
 - a. **Scheduled Maintenance.** Routine maintenance and repair of the Assets ("Scheduled Maintenance") shall be performed by Contractor as necessary to keep the Assets in good operating condition, and shall be funded through subscriber fees, with ownership of all network assets remaining with the County. Scheduled Maintenance shall commence upon the Effective Date, and includes: (i) inspection of the CBN and other Assets on a regularly scheduled basis, which shall be no less than once each calendar quarter; (ii) appropriate routine preventative maintenance on the Assets, minimally in accordance with industry standards; (iii) performance of all required cable locates and membership in a state or regional one-call (call-before-you-dig) center for all locations along the Route; (iv) maintenance of an inventory of spare cable and other equipment, together with maintenance equipment, at strategic locations to facilitate timely restoration along the Route; and (v) non-routine maintenance, repair and replacement of components of the CBN and other Assets arising out of the Contractor's or the Contractor's agent(s)'s fault, negligence, or misconduct.
 - b. **Unscheduled Maintenance.** Non-routine maintenance and repair of the CBN and other Assets which is not included as Scheduled Maintenance ("Unscheduled

Maintenance”) shall be performed by Contractor and funded through subscriber fees. Unscheduled Maintenance shall commence upon the Effective Date. Unscheduled Maintenance shall consist of Unscheduled Maintenance in response to: (i) notification by County, or any third party of any failure, interruption or impairment in the operation of the Assets, or any event imminently likely to cause the failure, interruption or impairment in the operation of the Assets; or (ii) any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of the Assets, each to the extent the same is not included in the definition of Scheduled Maintenance.

- c. Contractor shall warrant the maintenance work performed by Contractor and its agent(s) on the CBN. Scheduled Maintenance which is reasonably expected to produce any signal discontinuity or jeopardize use of the CBN and other Assets in any material respect shall generally be scheduled and performed by Contractor after midnight and before 5:00 a.m. local time. Major system work, such as fiber rolls and hot cuts, shall be scheduled for Scheduled Maintenance windows as mutually agreed by Contractor and County. Contractor shall provide to County a calendar showing the Scheduled Maintenance for the following year for County approval, during the last quarter of each calendar year during the Term. County and Contractor’s goal is to avoid major system work on the first and last weekends of the month and high-traffic holidays.
 - d. Restoration. Contractor shall respond to any interruption of service or a failure of the Assets, Unscheduled Maintenance, as quickly as possible, but in no event later than four (4) hours after Contractor became actually aware of the failure or interruption, in accordance with the procedures set forth herein. Contractor shall address the problem by working diligently to enable restored service as soon as technically practical and commercially reasonable, in accordance with the procedures set forth herein. In order to accomplish such objective, County acknowledges that such repairs may be temporary in nature. In such event, within twenty-four (24) hours after completion of any such Unscheduled Maintenance, the Contractor shall commence its planning for permanent repair, and thereafter promptly shall notify County of such plans, and shall use commercially reasonable efforts to implement permanent repair as soon as possible thereafter.
 - e. Maintenance and repair work shall be performed at the fees and rates identified in Exhibit B and shall be funded through Subscriber fees as described in this Agreement.
 - f. Locates. Contractor shall perform locates of network infrastructure as may be requested by NM811, for locating the underground infrastructure or facilities.
10. **Dark Fiber Operations and Maintenance.** Contractor shall be responsible for the operation and maintenance of the fiber optic network, including the splice connections, splice boxes and vaults, and network sites in accordance with generally accepted industry standards and shall perform all required maintenance. The demarcation point between the County and Contractor’s responsibility for maintenance shall be the fiber termination panel at each government facility and/or colocation site where the open access network and the County’s own government network meet.
11. **Network Improvements and Upgrades.** County shall retain ownership of initial and future infrastructure, and County reserves the right to review and approve network redesigns and capital investments in extending and upgrading the network.
12. **Network Operations Fee.**
- a. Payment from the ISP shall be made in accordance with those separate ISP agreements, described above.

- b. Contractor shall in turn pay to the County the infrastructure fees described in Exhibit B. Contractor shall provide detailed monthly statements showing amounts collected, amounts retained for their respective purposes, amounts expended for operations and amounts remitted to County as described below.
 - c. Contractor shall collect the network operator fee from the fee billed to subscribers.
 - d. The fees for subscribers shall also include amounts to fund network operating expenses and business operating expenses.
 - e. Contractor shall collect from subscribers an infrastructure replacement fee which shall be remitted to County to establish a capital equipment replacement fund for long term equipment replacement, this fee may be adjusted at County's sole option throughout the term of the Agreement.
 - f. Payment of fees due to the County pursuant to this Agreement shall be subject to a late payment penalty of one- and one-half percent (1.5%) for each 30-day period during which the payment is overdue. Any fees due to the County from the Contractor shall be paid no later than the end of the initial Term.
13. **Network Security and Backups and Recovery.** Contractor shall provide centralized backup management systems and software that streamline the backup process across the entire network infrastructure. Backup data shall be stored in secure and redundant locations while being encrypted at rest. Data centers shall be SOC2 certified and secure with limited access to Contractor's equipment.
14. **ESCROW.** Contractor shall maintain an escrow agreement with a third-party under which Contractor shall place the source code for any software utilized for management of the CBN including each major release of any licensed software utilized. County may be added as a beneficiary to the software escrow agreements by completing a standard beneficiary enrollment form and paying the then-current annual beneficiary fees. Release of source code for the software is strictly governed by the terms of the escrow agreement. Contractor shall continue to maintain an escrow agreement with a third-party and if Contractor changes the third-party provider, Contractor shall notify County in writing within thirty (30) days of such change.
15. **Annual Budget.** Contractor shall submit to County an annual budget showing anticipated revenues and expenditures relating to the Project and this Agreement for review and approval by the County, which approval shall not unreasonably be withheld.

SECTION C. TERM: The term of this Agreement shall commence November 20, 2024, and shall continue through November 19, 2029, unless sooner terminated, as provided herein. At County's sole option, the County Manager may renew this Agreement for up to three (3) consecutive five-year period(s); provided, that the maximum term of this Agreement, including all renewal periods, shall not exceed 80% of the weighted average economic life of the CBN, unless sooner terminated, as provided therein.

SECTION D. COMPENSATION:

1. **Amount of Compensation.** The total amount payable under this Agreement for all Services identified herein shall be in accordance with rates identified in Exhibit B and shall be payable according to the terms set forth below. The total not-to-exceed compensation amount payable hereunder shall not exceed FIFTEEN MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$15,900,000.00), which amount does not include applicable New Mexico Gross Receipts Taxes (NMGRT).

- a. **Fiber Drop Services Requested Subsequent to Initial CBN Construction.** After construction, completion and acceptance by the County of any portion of the CBN, subsequent requests for new Service from property owners that failed to request, consent and submit signed Access Agreements for Service when the CBN was initially constructed in the area of the requestor, shall be billed to the County at the rates described in Exhibit B, for new fiber drops in excess of the sixty percent (60%) acceptance rate detailed in AGR24-46a. During the first five-year term of this agreement, the total costs for subsequent new Fiber Drops are not to exceed FIVE MILLION ONE HUNDRED NINETEEN THOUSAND SEVEN HUNDRED FORTY-SIX AND 40/100 DOLLARS (\$5,119,746.40), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation for the subsequent additional fiber drops shall be paid in accordance with the rate schedule set out in Exhibit B, attached hereto and made a part hereof for all purposes. To the extent that County owes Contractor for Fiber drops as described above, County will reimburse the Contractor for any reimbursement outstanding as of the end of such fiscal year, within 30 days after the end of each fiscal year during the term.
 - b. **Network Operating, Business Operations and Network Operator expenses.** Network Operating, Business Operations and Network Operator expenses shall be funded through Subscriber Fees. Should expenses related to unexpected repairs over \$10,000 per occurrence, or scheduled network infrastructure replacements exceed the Network Operating Expense proceeds collected through subscriber fees, County may provide reimbursement of such shortfall upon request from Contractor and written justification, any such reimbursement must not exceed the Not-to-Exceed amount stated in Section D(1) above.
2. **Total Not-to-Exceed Compensation Amount.** The Parties understand that County can only utilize Contractor's Services which are not covered by subscriber fees, as specified herein, throughout the term of this Agreement, in a manner that does not surpass the total not-to-exceed compensation amount for Services estimated by County and specified in Section D(1) herein, unless approved by Amendment to this Agreement. Any increase to the not-to-exceed compensation amount provided herein must be authorized by an Amendment to this Agreement, pursuant to Section AF. This provision shall not be construed to conflict with the agreed-upon rates stated herein. It is the sole responsibility of Contractor to ensure that all work performed does not exceed the not-to-exceed amount of this Agreement or any subsequent Amendment. Any work performed under this Agreement by Contractor where the costs exceed the not-to-exceed amount is not a just and lawful debt payable to Contractor.
3. **Monthly Invoices.** Contractor shall submit itemized monthly reporting of expenses to County, as well as monthly reports of amounts collected from Subscriber Fees and invoices for Fiber Drop Costs as described in Section D(1), to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. the monthly report detailing Subscriber Fees shall be detailed enough to delineate the various components of the fees collected. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the written invoice.

SECTION E. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRT levied on the amounts payable under this Agreement.

SECTION F. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and shall not be considered an employee of County for any purpose. Contractor, its agents, or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty, or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely, and reliable manner.

SECTION G. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and shall maintain the legal, financial, and personnel, experience, and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION H. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables, or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent, or other property right, and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

SECTION I. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary, or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend, and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION J. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services, and Contractor shall not provide any Services under this Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance, or other evidence acceptable to County, stating that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions. General Liability Insurance, Automobile Liability Insurance, Professional Liability Insurance and All Risks Builders Risk Insurance shall name County as an additional insured

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; ONE MILLION DOLLARS (\$1,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.
4. **Professional Liability Insurance,** with a limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) each claim, with a ONE MILLION DOLLARS (\$1,000,000.00) annual aggregate, and sufficient to provide coverage for a three (3) year period from completion of this Agreement, against any and all claims which may arise from the Contractor's negligent performance of work described herein.
5. **ALL-RISKS BUILDER'S RISK INSURANCE (covering Fire, Extended Coverage, Vandalism and Malicious Mischief):** will be carried on a completed value or reporting form, for not less than 100% of the value of the work, including foundations. The All-Risks Builder's Risk required above shall include the Incorporated County of Los Alamos and will cover the interests of all sub-contractors without specifically naming them. If the insurance is written subject to a deductible clause, Contractor assumes responsibility for the amount of the deductible.

Note that insurance limits set out above shall not be deemed a limitation on Contractor's liability under this Agreement.

SECTION K. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION L. DUTY TO ABIDE: Contractor shall abide by all applicable federal, state, and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement.

SECTION M. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability, or veteran status.

SECTION N. CHOICE OF LAW: The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

SECTION O. VENUE, FORUM NON-CONVENIENS, EXCLUSIVE STATE JURISDICTION: County and Contractor knowingly, voluntarily, intentionally, and irrevocably agree that any and all legal proceedings related to this Agreement, or to any rights or any relationship between the parties arising therefrom, shall be solely and exclusively initiated, filed, tried, and maintained in

the First Judicial District Court of the State of New Mexico. County and Contractor each expressly and irrevocably waive any right otherwise provided by any applicable law to remove the matter to any other state or federal venue, consents to the jurisdiction of the First Judicial District Court of the State of New Mexico in any such legal proceeding, waives any objection it may have to the laying of the jurisdiction of any such legal proceeding. County and Contractor also agree that this term is a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this term with legal counsel.

SECTION P. WAIVER OF JURY TRIAL: In the event of any action or proceeding, (including without limitation, any claim, counterclaim, cross-claim or third party claim) arising out of or relating to this Agreement, or the transaction contemplated by this Agreement, County and Contractor KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A JURY TRIAL, and agree that a court shall determine and adjudicate all issues of law and fact with a jury trial being expressly waived. County and Contractor also agree that this waiver of a jury trial was a material inducement for each to enter this Agreement, and that both County and Contractor warrant and represent that each have had the opportunity to review this jury waiver with legal counsel.

SECTION Q. INDEMNITY: Contractor shall indemnify, defend, and hold harmless County, its Council members, employees, agents, and representatives, from and against all liability, claims, demands, actions (legal or equitable), damages, losses, costs, or expenses, including attorney fees, of any kind or nature, to the extent that the liability, claims, demands, actions, damages, losses, costs, and expenses are caused by, or arise out of, the acts or omissions of the Contractor or Contractor's officers, employees, agents representatives, and subcontractors in the performance or breach of the Services under this Agreement.

SECTION R. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence; provided, however, that the Party failing to perform shall (i) as soon as possible, inform the other Party of the occurrence of the circumstances preventing or delaying the performance of its obligations, and describe at a reasonable level of detail the circumstances causing such delay, and (ii) exert reasonable efforts to eliminate, cure, or overcome any of such causes and to resume performance of its Services with all possible speed. In such event, the non-performing Party may be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail, and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay.

SECTION S. NON-ASSIGNMENT: Contractor shall not assign this Agreement or any privileges or obligations herein and shall not novate this Agreement to another without the prior written consent of the County Manager.

SECTION T. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION U. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it shall not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept, or agree to accept, a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION V. TERMINATION:

1. **Generally.** The County Manager may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section D. Contractor shall render a final report of the Services performed to the date of termination, and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.

SECTION W. NOTICE: Unless otherwise provided in this Agreement, any notices required under this Agreement shall be made in writing. Notices shall be sent via 1) hand-delivery; 2) registered or certified mail; 3) a nationally recognized overnight courier service; or 4) electronic mail (with copy by mail or courier). All notices shall be sent to each party at the addresses set out in this section or any address later provided by such party in writing, with postage prepaid by the sender, and shall be deemed delivered upon hand delivery, verified proof of delivery by courier, or refusal to accept delivery.

County:
Broadband Manager
Incorporated County of Los Alamos
1000 Central Avenue, Suite 220
Los Alamos, New Mexico 87544

Contractor:
President
Bonfire Fiber, LLC
4500 Cherry Creek Drive South, Suite 1200
Denver, Colorado 80246

With a simultaneously delivered copy to:
County Attorney
1000 Central Avenue, Suite 340
Los Alamos, New Mexico 87544

Either Party may change its notice name and address upon ten (10) days written notice to the other Party.

SECTION X. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both authorized representatives of County and Contractor. In the event of any conflict between the terms, conditions, and provisions of this Agreement, and the

terms, conditions and provisions of any exhibits or attachments, the terms, conditions and provisions of this Agreement shall control and take precedence.

SECTION Y. NO IMPLIED WAIVERS: The failure of County to enforce any provision of this Agreement is not a waiver by County of the provisions, or of the right thereafter, to enforce any provision(s).

SECTION Z. SEVERABILITY: If any provision of this Agreement is held to be unenforceable for any reason: (i) such provision shall be reformed only to the extent necessary to make the intent of the language and purpose of the Agreement enforceable; and (ii) all other provisions of this Agreement shall remain in effect so long as the substantive purpose of the Agreement is possible.

SECTION AA. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes.

SECTION AB. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION AC. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

SECTION AD. NEGOTIATED TERMS: This Agreement reflects negotiated terms between the parties, and each party has participated in the preparation of this Agreement with the opportunity to be represented by counsel, such that neither party shall be considered to be the drafter of this Agreement or any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement.

SECTION AE. CONFIDENTIAL INFORMATION: Any confidential information of one party that is provided to the other party during the term of this Agreement shall be kept confidential and shall not be made available to any individual or organization in accordance with the Confidential Information Disclosure Statement in Exhibit D. The Confidential Information Disclosure Statement shall be completed by Contractor as a condition precedent and submitted as part of this Agreement. Its terms shall govern as if fully set forth herein.

SECTION AF. MODIFICATION OF AGREEMENT AND AMENDMENTS:

1. This Agreement shall be modified only by mutual written consent of the Parties. No modification of, Amendment, or addition to this Agreement is valid or binding unless set forth in writing and fully executed by both Parties. All other provisions of this Agreement shall govern any Amendment to this Agreement except for those provisions otherwise explicitly modified and mutually agreed-upon through the Amendment.
2. If any changes to this Agreement increases or decreases the costs of the Services within the not-to-exceed compensation amounts provided herein or in any subsequent Amendments, then an equitable adjustment to the amount of compensation due for the Services shall only be authorized by Amendment to this Agreement, as mutually agreed to by County and Contractor.

3. Only the County Manager and/or County Council, as may be appropriate, shall have authority to authorize Amendments to this Agreement on behalf of the County.
4. If changes to this Agreement increase the costs of the Services beyond the total not-to-exceed compensation amount specified in Section D, such an increase must be approved and authorized by an Amendment to this Agreement, which shall also require approval by County Council.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
ANNE W. LAURENT **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

**BONFIRE FIBER LLC, A COLORADO LIMITED LIABILITY
COMPANY**

BY: _____
JUSTIN ROLLER **DATE**
PRESIDENT

**Exhibit A
CBN Asset List
AGR24-46b**

Contractor has opted to utilize all assets identified by County during the RFP process, the list of equipment shall be confirmed and amended as needed upon acceptance by County of the LLD, the list may be amended by written mutual Agreement of the parties throughout the term of the Agreement.

Access Points

GIS_ID	Comments	Size	Date	Type
A-15THST--00050		48X48X48	2013	Armorcast
A-15THST--00060		48X48X48	2013	Armorcast
A-15THST--00070		48X48X48	2013	Armorcast
A-15THST--00080		18X30X24	2014	Quazite
A-15THST--00090		48X48X48	2013	Armorcast
A-15THST--00100		48X48X48	2013	Armorcast
A-15THST--01000		48X96X72	2009	Concrete Vault
A-20THSTS-01200		48X30X24	2007	Quazite
A-20THSTS-01210	BEWARE OF ANTS - THERE IS A HUGE NEST IN THE 2"" CONDUIT	12x18x12	2015	Quazite
A-20THSTS-01260		18X24X12	2015	Quazite
A-20THSTS-01270		18X30X12	2015	Quazite
A-20THSTS-02000		48X48X48	2017	Oldcastle
A-20THSTS-02010		24X36X24	2017	Oldcastle
A-20THSTS-02020		24X36X24	2017	Oldcastle
A-20THSTS-02030		24X36X24	2017	Oldcastle
A-20THSTS-02040		24X36X24	2017	Oldcastle
A-20THSTS-02050		24X36X24	2017	Oldcastle
A-20THSTS-02060		24X36X24	2017	Oldcastle
A-39THSTS-00900		48X48X48	2012	Armorcast
A-39THSTS-01000		48X48X48	2012	Armorcast
A-39THSTS-01100		48X48X48	2012	Armorcast
A-ASHLEYP-00510		60x48x36	2007	Armorcast
A-ASHLEYP-00600		30X48X36	2007	Armorcast
A-ASHLEYP-00700		24X36X36	2007	Quazite
A-ASHLEYP-00710		24X36X36	2007	Quazite
A-BARRANC-00900		48X48X48	2012	Armorcast
A-BARRANC-01000		48X48X48	2012	Concrete Vault

A-BARRANC-01010		18X30X24	2012	Armorcast
A-BARRANC-02010		48X48X48	2012	Armorcast
A-BARRANC-02012		18X30X24	2012	Armorcast
A-BARRANC-02020		30X48X30	2020	Oldcastle
A-CANYONE-00010		48X48X48	2008	Armorcast
A-CANYONE-00020		48x48x48	2008	Armorcast
A-CANYONE-00030		48X48X48	2008	Armorcast
A-CANYONE-00040		48X48X48	2008	Armorcast
A-CANYONE-00050		48X48X48	2008	Armorcast
A-CANYONE-00060		48X48X48	2008	Armorcast
A-CANYONE-00070		48X48X48	2012	Armorcast
A-CANYONE-00080		48X48X48	2012	Quazite
A-CANYONE-00090		48X48X48	2012	Armorcast
A-CANYONE-00100		48X48X48	2012	Quazite
A-CANYONE-00110		48X48X48	2012	Quazite
A-CANYONS-01010		48X48X48	2020	Quazite
A-CANYONW-00500		48X48X48	2013	Armorcast
A-CANYONW-01550	OLD ELECTRIC VAULT - ONLY FIBER NOW	48X72X60	2012	Concrete Vault
A-CANYONW-01600		48x48x48	2012	Armorcast
A-CANYONW-01700		48x48x48	2012	Concrete Vault
A-CANYONW-01750	THIS BOX WAS INSTALLED TO WORK AROUND A FIBER CUT WEST OF HERE	30x18x12	2016	Quazite

A-CANYONW-01760		48x48x48	2012	Concrete Vault
A-CANYONW-01800		48x48x48	2012	Concrete Vault
A-CANYONW-01900		48x48x48	2012	Concrete Vault
A-CANYONW-02000		48x48x48	2012	Concrete Vault
A-CENTRAL-00700		48x48x48	2012	Concrete Vault
A-CENTRAL-00900		48x48x48	2012	Concrete Vault
A-CENTRAL-00920		48X48X60	2012	Concrete Vault
A-CENTRAL-00930		48X30X30	2007	Quazite
A-CENTRAL-00950		48X48X48	2012	Concrete Vault
A-CENTRAL-00955		30X48X36	2007	Quazite
A-CENTRAL-01000		30X48X36	2007	Quazite
A-CENTRAL-01100	BE WARY OF MOLD INSIDE	48X48X48	2012	Concrete Vault
A-CENTRAL-01150		48X48X48	2012	Concrete Vault
A-CENTRAL-01160		24X36X36	2012	NewBasis
A-CENTRAL-01165		48X48X48	2012	Concrete Vault
A-CENTRAL-01166		48X48X48	2012	Armorcast
A-CENTRAL-01170		48X48X48	2009	Concrete Vault
A-CENTRAL-01200		96X48X60	2009	Concrete Vault
A-CENTRAL-01210		48X48X48	2009	Armorcast
A-CENTRAL-01220		48X48X48	2009	Armorcast
A-CENTRAL-01230		48X48X48	2021	Armorcast
A-CENTRAL-01240		48X48X48	2020	Quazite
A-CHAMISA-01000		48X48X48	2012	Armorcast
A-CONSORT-01000		60X60X60	2012	Concrete Vault
A-DEACON--00900		48X48X48		Quazite
A-DEACON--01000		48X48X48	2012	Armorcast
A-DIAMOND-00900		48x48x48	2012	Armorcast
A-DIAMOND-00950		48x48x48	2012	Armorcast
A-DIAMOND-01100		48X96X72	2012	Concrete Vault

A-DIAMOND-01200		48X96X72	2012	Concrete Vault
A-DIAMOND-01300		48X96X72	2012	Concrete Vault
A-DIAMOND-01310		48X48X48	2012	Quazite
A-DIAMOND-01315		48X48X48	2012	Armorcast
A-DIAMOND-01320		48X48X48	2012	Armorcast
A-DIAMOND-01330		48X72X72	2012	Concrete Vault
A-DIAMOND-01400		48X48X48	2012	Armorcast
A-DIAMOND-01500		48X48X48	2012	Armorcast
A-DIAMOND-01510		48X48X48	2012	Armorcast
A-DIAMOND-01520		48x48x48	2012	Armorcast
A-DIAMOND-01530		48x48x48	2023	Oldcastle
A-DIAMOND-01600		48X48X48	2012	Armorcast
A-DIAMOND-01610		48X48X48	2012	Armorcast
A-DIAMOND-01620	ALL CONDUITS EXIT ON EAST SIDE. NEED TO VERIFY HOW THEY ARE ROUTED AND UPDATE DUCT BANKS.	96x48x72	2012	Concrete Vault
A-DIAMOND-01630		48X48X48	2012	Armorcast
A-DIAMOND-01640		48X48X48	2012	Armorcast
A-DIAMOND-01650		48X48X48	2012	Armorcast
A-DIAMOND-01660		48X48X48	2012	Armorcast
A-DIAMOND-01700		48X48X48	2012	Armorcast
A-DIAMOND-01710		48x48x48	2012	Armorcast

A-DIAMOND-01720		30X48X36	2012	Quazite
A-DIAMOND-01730		24X36X36	2012	Quazite
A-DIAMOND-01740		24X36X36	2012	Quazite
A-DIAMOND-01750		24X36X36	2012	Quazite
A-DIAMOND-01800		48X48X48	2012	Concrete Vault
A-DIAMOND-01810		24X36X36	2012	Quazite
A-DIAMOND-01820		24X36X36	2012	Quazite
A-DIAMOND-01900		48X48X48	2012	Concrete Vault
A-DIAMOND-01910		24X36X36	2012	Quazite
A-DIAMOND-01920		30X48X36	2012	Quazite
A-DIAMOND-02000		48X48X48	2012	Concrete Vault
A-DIAMOND-02010		48X48X48	2012	Armorcast
A-DIAMOND-TS100		24"" DIAMETER BY 36"" DEEP		Concrete Vault
A-DIAMOND-TS110		24X12X12	2010	Armorcast
A-DIAMOND-TS130		24x12x12	2010	Fibrelyte
A-DIAMOND-TS200		24x12x12	2010	Fibrelyte
A-DIAMOND-TS210		24x12x12	2010	Fibrelyte
A-DIAMOND-TS300		24x12x12	2010	Fibrelyte
A-DIAMOND-TS310		24x12x12	2010	Fibrelyte
A-DIAMOND-TS400		24x12x12	2010	Fibrelyte
A-DIAMOND-TS410		24x12x12	2010	Fibrelyte
A-DIAMOND-TS420		24x12x12	2010	Fibrelyte
A-DIAMOND-TS430		24x12x12	2010	Fibrelyte

A-DIAMOND-TS440		24x12x12	2010	Armorcast
A-DIAMOND-TS450		24x12x12	2010	Fibrelyte
A-DIAMOND-TS500		24x12x12	2010	Fibrelyte
A-DIAMOND-TS510		24x12x12	2010	Fibrelyte
A-DIAMOND-TS515		24x12x12	2010	Fibrelyte
A-DIAMOND-TS520		24x12x12	2010	Armorcast
A-DIAMOND-TS525		36x24x24	2010	Armorcast
A-DIAMOND-TS530		24x12x12	2010	Fibrelyte
A-DIAMOND-TS535		24x12x12	2010	Fibrelyte
A-DIAMOND-TS538		24x12x12	2010	Fibrelyte
A-DIAMOND-TS539		24x12x12	2010	Fibrelyte
A-DIAMOND-TS540		24x12x12	2010	Fibrelyte
A-DIAMOND-TS545		24x12x12	2010	Fibrelyte
A-DIAMOND-TS550		36x24x24	2010	Armorcast
A-DIAMOND-TS555		24x12x12	2010	Fibrelyte
A-DIAMOND-TS560		24x12x12	2010	Fibrelyte
A-DIAMOND-TS565		24x12x12	2010	Fibrelyte
A-DIAMOND-TS600		24x12x12	2010	Fibrelyte
A-DPROAD--00010		48X48X48	2021	Quazite
A-DPROAD--00020		48X48X48	2021	Quazite
A-DPROAD--00030		48X48X48	2021	Quazite
A-DPROAD--00040		48X48X48	2021	Quazite
A-DPROAD--00510		48x48x48	2022	Proposed
A-DPROAD--00520		48x48x48	2022	Proposed
A-DPROAD--00530		48x48x48	2022	Proposed
A-DPROAD--00540		48x48x48	2022	Proposed
A-DPROAD--00545		48x48x48	2022	Proposed
A-DPROAD--00550		48x48x48	2022	Proposed

A-EASTRD--01000		48X48X48	2020	Quazite
A-EASTRD--01010		48X48X48	2020	Quazite
A-EASTRD--01100		48X48X48	2009	Armorcast
A-EASTRD--01110		48X48X48	2009	Armorcast
A-EASTRD--01200		48X48X48	2009	Armorcast
A-EASTRD--01210	EAST LID CANNOT BE OPENED DUE TO LARGE ROCK ON TOP OF IT	60X36X36	2010	Synertech
A-EASTRD--01300		48X48X48	2009	Armorcast
A-EASTRD--01310		48X48X48	2009	Armorcast
A-EASTRD--01320		48X48X48	2009	Armorcast
A-EASTRD--01330		48X48X48	2009	Armorcast
A-EASTRD--01340	ABANDONED IN PLACE AND FILLED WITH DIRT. CONDUIT AND FIBER PASS THROUGH DOWN BELOW THE DIRT. NO ACCESS.	48X48X48	2009	Armorcast
A-EASTRD--01400		48X48X48	2009	Armorcast
A-EASTRD--01410		48X48X48	2009	Armorcast
A-EASTRD--01420		48X48X48	2009	Armorcast
A-EASTRD--01430		48X48X48	2009	Armorcast
A-EASTRD--01440		48X48X48	2009	Armorcast
A-EASTRD--01450	BLACK WIDOW INSIDE	48X48X48	2009	Armorcast
A-EASTRD--01460	LID COMPLETELY BURIED BY CONSTRUCTION - UNCOVERED 9-17-2021	48X48X48	2009	Armorcast
A-EASTRD--01470	SIGNIFICANT DAMAGE TO SOUTH SIDE OF BOX	48X48X48	2009	Armorcast
A-EASTRD--01500		30X48X30	2021	Quazite
A-EASTRD--01700		48X48X48	2012	Concrete Vault
A-EASTRD--01720		30X48X36	2019	Quazite

A-ECOSTAT-00850				Concrete Vault
A-ECOSTAT-00910	ABOVE GROUND BOX	30x30x12	2010	Hoffman
A-ECOSTAT-00920	HEAVILY DAMAGED AND NEEDS REPLACEMENT.	30X18X24	2014	Quazite
A-ECOSTAT-00930		30X18X24	2014	Quazite
A-ECOSTAT-00940		30X18X24	2014	Quazite
A-ENTRADA-01000	COULD NOT OPEN	48X48X48	2012	Armorcast
A-ENTRADA-01100		48X48X48	2012	Armorcast
A-ENTRADA-01200		48X96X48	2012	Concrete Vault
A-ENTRADA-01220		60"" DIAMETER X 60""	2012	Concrete Vault
A-ENTRADA-01240		48X48X48	2009	Armorcast
A-ENTRADA-01250		48X48X48	2009	Concrete Vault
A-ENTRADA-01260		60"" DIAMETER X 72""	2009	Concrete Vault
A-ENTRADA-01270		60"" DIAMETER X 72""	2009	Concrete Vault
A-ENTRADA-01280		24X36X24	2011	Armorcast
A-ENTRADA-01400		48X48X48	2012	Concrete Vault
A-ENTRADA-01500		48X48X48	2009	Armorcast
A-ENTRADA-01510		48X48X48	2009	Armorcast
A-ENTRADA-01520		48X48X48	2009	Armorcast
A-FAIRWAY-01000		24X36X24	2022	Oldcastle
A-FIREST2-00600		18X24X24	2020	NewBasis
A-FIREST2-00800		18X30X24	2011	Armorcast
A-GOLFCRS-00900		30X48X30	2012	NewBasis
A-GOLFCRS-01000		48X48X48	2012	Armorcast
A-GOLFCRS-02005		36X36X36	2020	Oldcastle
A-GOLFCRS-02010		36X36X36	2020	Oldcastle
A-GOLFCRS-02020		36X36X36	2020	Oldcastle
A-GOLFCRS-02030		36X36X36	2020	Oldcastle
A-GOLFCRS-02040		36X36X36	2020	Oldcastle
A-HIWAY04-02000		48X48X48	2012	Concrete Vault
A-HIWAY04-02010		24X36X24	2012	NewBasis
A-HIWAY04-02020		24X36X24	2012	NewBasis

A-HIWAY04-02100		48X48X48	2012	Concrete Vault
A-HIWAY04-02130		48X48X48	2015	Armorcast
A-HIWAY04-02140		24X36X24	2012	Armorcast
A-HIWAY04-02150		24X36X24	2015	Oldcastle
A-HIWAY04-02160		24X36X24	2015	Oldcastle
A-HIWAY04-02170		30X60X24	2015	Oldcastle
A-HIWAY04-02300		48x48x48	2012	Concrete Vault
A-HIWAY04-02420		24x36x24	2012	Armorcast
A-HIWAY04-02520		48x48x48	2012	Armorcast
A-HOSPITA-00900		48X48X48	2012	Armorcast
A-HOSPITA-01000		48X48X48	2012	Armorcast
A-HOSPITA-01100		36X24X24	2012	NewBasis
A-HOSPITA-01200		18X30X24	2012	Armorcast
A-IRISST--00110		48X48X48	2013	Armorcast
A-KNECHTS-01000		48X48X48	2009	Armorcast
A-LACANYN-01110				Concrete Vault
A-LACANYN-02010		72X72X72		Concrete Vault
A-MUNIBDG-00020		48X48X48	2013	Armorcast
A-MUNIBWR-01020		48X48X48	2012	Armorcast
A-MUNIBWR-01100		48X48X48	2012	Concrete Vault
A-MUNIBWR-01110		18x30x18	2012	NewBasis
A-MUNIBWR-01140		48X48X48	2012	Armorcast
A-MUNIBWR-01500		18X30X12	2016	Oldcastle
A-MUNIBWR-01510		18X30X12	2016	Oldcastle
A-NATUREC-01000		36X36X36	2016	NewBasis
A-NORTHMS-01200	1 DEAD SQUIRREL AND 2 DEAD BIRDS FOUND INSIDE	48X48X48	2012	Armorcast
A-NORTHMS-01210		18X30X24	2012	Armorcast
A-NORTHMS-02500		30X48X30	2012	NewBasis

A-NORTHRD-01010		30X48X30	2003	Carson
A-NORTHRD-01020		30X48X30	2003	Carson
A-NORTHRD-01030		30X48X30	2003	Carson
A-NORTHRD-01040		48X48X48	2003	Quazite
A-NORTHRD-01050		48X48X48	2003	Quazite
A-NORTHRD-01060		48X48X48	2003	Quazite
A-NORTHRD-01070		48X48X48	2003	Quazite
A-OPPENHE-00900		48X30X30	2007	Armorcast
A-OPPENHE-01000		48X30X30	2007	Armorcast
A-ORANGE--01000		24X36X24	2012	NewBasis
A-OVRLOOK-01000		24X36X24	2012	NewBasis
A-OVRLOOK-01100		48X48X48	2012	Armorcast
A-PAJARIT-01010		48X48X48	2012	Concrete Vault
A-PAJARIT-01020		48X48X48	2012	Concrete Vault
A-PAJARIT-01030		48X48X48	2012	Concrete Vault
A-PAJARIT-01040		48X48X48	2012	Concrete Vault
A-PAJARIT-01050		48X48X48	2012	Concrete Vault
A-PAJARIT-01060		48X48X48	2012	Concrete Vault
A-PAJARIT-01070		48X48X48	2012	Concrete Vault
A-PAJARIT-01100		48X48X48	2012	Concrete Vault
A-PAJARIT-01110		48X48X48	2012	Concrete Vault
A-PUEBLO--01000		48X48X48	2012	Armorcast
A-PUEBLOC-01000		36X60X36	2012	Quazite
A-PUEBLOC-04000	2 DEAD BIRDS INSIDE NEEDS TO BE CAPPED	48x48x48	2011	Armorcast

A-ROSESTR-01000		48X48X48	2024	Oldcastle
A-ROSESTR-01100		48X48X48	2024	Oldcastle
A-ROSESTR-01200		48X48X48	2024	Oldcastle
A-ROSESTR-01300		48X48X48	2024	Oldcastle
A-SENIORC-01000		36X24X18	2007	Quazite
A-SENIORC-01010		36X24X24	2007	Quazite
A-SHERWOD-02000		24X42X24	2015	Oldcastle
A-SHERWOD-02010	11 DEAD BIRDS FOUND INSIDE	24x42x24	2012	Oldcastle
A-SHERWOD-02100		48X48X48	2012	Armorcast
A-SKIHILL-00800		48X48X48	2010	Armorcast
A-SKIHILL-00900		48X48X48	2010	Armorcast
A-SKIHILL-01000	UNDER THE PAVEMENT. CANNOT SEE IT WITHOUT CUTTING THE PARKING LOT OPEN.	72X48X48	2010	Concrete Vault
A-SKIHILL-01100		48x48x48	2010	Armorcast
A-SOCIALS-02000		18X30X24	2011	Armorcast
A-SOLARFM-00900	ABOVE GROUND BOX	30x30x12		Hoffman
A-SOLARFM-01010	ABOVE GROUND BOX	30x30x12		Hoffman
A-TRINITY-00490		24X36X24	2007	NewBasis
A-TRINITY-00500		48X30X30	2007	Armorcast
A-TRINITY-00510		60x48x24	2007	Armorcast
A-TRINITY-00520		48X30X30	2007	NewBasis
A-TRINITY-00530		48X30X30	2007	NewBasis
A-TRINITY-00540		54X36X36	2007	NewBasis
A-TRINITY-00600		48X48X24	2002	Concrete Vault
A-TRINITY-00650		48X48X24	2002	Concrete Vault
A-TRINITY-00700		48X48X24	2002	Concrete Vault
A-TRINITY-00800		48X48X48	2012	Quazite
A-TRINITY-00805		48X48X48	2012	Armorcast
A-TRINITY-00810		48X48X48	2013	Armorcast
A-TRINITY-00820		48X48X48	2013	Armorcast

A-WRWWTP--00990		30X48X30	2022	Quazite
A-WRWWTP--01000		30X48X30	2022	Quazite
A-WRWWTP--02000		48X48X48	2024	Concrete Vault
A-WRWWTP--02100		48X48X48	2024	Oldcastle
A-WRWWTP--02200		48X48X48	2024	Oldcastle
A-YOUTHCT-02100		18X30X24	2011	Armorcast

Cables

GIS_ID	Maker	SerialNum	Date	Status
F-ARPT012-01000	Corning		2009	Active
F-ASHP006-00600	Lucent	3DNX-006-HXM	1998	Abandoned in Place
F-ASHP012-00600	AT&T	3DFX-012-HXM	1990	Abandoned in Place
F-ASHP012-00610	AT&T			Abandoned in Place
F-ASHP024-00600	Siecor		1993	Abandoned in Place
F-ASHP048-00500	Systimax	38212032002	2003	Abandoned in Place
F-ASPN048-01000	Prysmian	43998	2011	Active
F-ATTK048-01000	Prysmian	44000	2011	Active
F-BARR048-02000	Prysmian	43666	2011	Active
F-BARR048-02010	Prysmian	44001	2011	Active
F-CANY048-01000	Corning	19449633	2019	Active
F-CANY144-01600	Prysmian	43667	2011	Active
F-CANY144-01700	Prysmian	43669	2011	Abandoned in Place
F-CANY144-01800	Prysmian	46723	2011	Active
F-CENT012-00800	Corning	24836887	2020	Active
F-CENT024-00930	Prysmian	PO-5B12LT-024	2007	Abandoned in Place
F-CENT048-01166	Prysmian	43666	2011	Active
F-CENT048-01167	Prysmian	43666	2012	Active
F-CENT144-00700	Prysmian	43670	2011	Active
F-CENT144-00900	Prysmian	43670	2011	Active
F-CENT144-01000	Prysmian	43670	2011	Active
F-CENT144-01010	Prysmian	43670	2011	Active
F-CENT144-01020	Prysmian	43670	2011	Active
F-CENT144-01150	Prysmian	43670	2011	Active
F-CENT144-01165	Prysmian	43670	2011	Active
F-CENT144-01200	Prysmian	43670	2011	Active
F-CENT288-01200	Belden	BYW1220	2009	Active
F-CHAM048-01100	Prysmian	43999	2011	Active

F-CHAM144-01000	Prysmian	43981	2011	Active
F-COMM006-00600	Corning		2014	Active
F-COMM006-01010	Corning	10508600	2016	Active
F-COMM012-00510	Corning		2008	Active
F-COMM012-00520	Corning		2004	Active
F-COMM048-00500	Corning		2000	Active
F-COMM048-01000	Prysmian	43666	2011	Active
F-CPSQ048-01000	Prysmian	43666	2011	Active
F-DIAM048-00990	Prysmian	43666	2011	Active
F-DIAM048-01000	Prysmian	43666	2011	Active
F-DIAM048-02000	Prysmian	44001	2011	Active
F-DIAM144-01100	Prysmian	43669	2011	Active
F-DIAM144-01150	Prysmian	43669	2011	Active
F-DIAM144-01300	Prysmian	43669	2011	Active
F-DIAM144-01400	Prysmian	43669	2011	Active
F-DIAM144-01500	Prysmian	43667	2011	Active
F-DIAM144-01600	Prysmian	43667	2011	Active
F-DIAM144-01700	Prysmian	43667	2011	Active
F-DIAM144-01800	Prysmian	43667	2011	Active
F-DIAM144-01900	Prysmian	43667	2011	Active
F-EAST006-01210	Corning	99790	2010	Abandoned in Place
F-EAST012-01200	Corning		2009	Active
F-EAST012-01300	Corning		2009	Active
F-EAST024-01700	Corning	19343500	2019	Active
F-EAST048-01105	Prysmian	43997	2011	Active
F-EAST288-01000	OFS	AT-3BE12YT-288	2018	Active
F-EAST288-01100	Belden	BYW1220	2009	Active
F-EAST288-01200	Belden	BYW1220	2009	Active
F-EAST288-01300	Belden	BYW1220	2009	Active
F-EAST288-01400	Belden	BYW1220	2009	Active
F-ENTR012-01260	Prysmian	43981	2011	Active
F-ENTR024-01070	Prysmian	44000	2011	Active
F-ENTR024-01071	Prysmian	44000	2011	Active
F-ENTR024-01260	Prysmian	43981	2011	Active
F-ENTR036-01150	Corning		2012	Active
F-ENTR036-01200	Belden	BYW1220	2009	Active
F-ENTR036-01270	Prysmian	43981	2011	Active

F-ENTR048-01070	Prysmian	44000	2011	Active
F-ENTR048-01100	Prysmian	43997	2011	Active
F-ENTR048-01110	Prysmian	61957	2012	Active
F-ENTR108-01200	Belden	BYW1220	2009	Active
F-ENTR108-01260	Prysmian	43981	2011	Active
F-ENTR108-01270	Prysmian	43981	2011	Active
F-ENTR144-01200	Belden	BYW1220	2009	Active
F-ENTR144-01260	Prysmian	43981	2011	Active
F-ENTR144-01270	Prysmian	43981	2011	Active
F-ENTR144-01280	Prysmian	43981	2011	Active
F-ENTR180-01200	Belden	BYW1220	2009	Active
F-ENTR288-01200	Belden	BYW1220	2009	Active
F-FADM004-01000	Commscope	31191122007	2012	Active
F-FIRE048-01000	Prysmian	54871	2012	Active
F-FS02012-00600	Corning	23053404	2020	Active
F-FST4048-01000	Prysmian	43666	2011	Active
F-FULL012-01000	Commscope		2016	Active
F-GOLF012-01000	Corning	48687	2012	Active
F-GOLF012-02000	Corning	16285151	2018	Active
F-GOLF048-01900	Prysmian	43997	2011	Active
F-HWY4006-02110	Prysmian	43667	2011	Active
F-HWY4006-02111	Prysmian	43667	2011	Active
F-HWY4012-02010	Prysmian	43668	2011	Active
F-HWY4012-02110	Prysmian	43667	2011	Active
F-HWY4036-02000	Prysmian	43668	2011	Active
F-HWY4048-02300	Prysmian	43666	2011	Active
F-HWY4048-02400	Prysmian	43666	2011	Active
F-HWY4108-02000	Prysmian	43668	2011	Active
F-HWY4120-02110	Prysmian	43667	2011	Active
F-HWY4132-02010	Prysmian	43668	2011	Active
F-HWY4144-02000	Prysmian	43668	2011	Active
F-HWY4144-02010	Prysmian	43668	2011	Active
F-HWY4144-02015	Prysmian	43668	2011	Active
F-HWY4144-02100	Prysmian	43667	2011	Active
F-HWY4144-02110	Prysmian	43667	2011	Active
F-HWY4144-02130	Corning		2012	Active
F-JUDI012-01000	Corning		2009	Active
F-KNEC288-01000	Belden	BYW1220	2009	Active
F-LAMS048-01000	Prysmian	43997	2011	Active
F-LANL012-01000	Corning		2010	Active
F-LANL024-04730	Unknown			Active
F-LANL048-04720	Corning	26270	2012	Active
F-LANL144-04600	Prysmian	43978	2011	Active

F-LANL144-04610	Prysmian	43993	2011	Active
F-LANL144-04700	Prysmian	43986	2011	Active
F-LANL144-04710	Prysmian	43988	2011	Active
F-LANL144-04750	Prysmian	43988	2011	Active
F-LANL144-04900	Prysmian	43982	2011	Active
F-LANL144-04910	Prysmian	43978	2011	Active
F-LANL144-05000	Prysmian	43983	2011	Active
F-LANL144-05010	Prysmian	43979	2011	Active
F-LAPS012-01000	Corning		2008	Active
F-LIBR024-02000	Corning	97493	2014	Active
F-MESA006-02000	Corning			Active
F-MESA006-02200	OCC	DX06-055D-WLS-900-WB	2004	Active
F-MOUN048-01000	Prysmian	43996	2011	Active
F-MUNI006-00100	Systimax	30115061001	2006	Abandoned in Place
F-MUNI006-01500	Corning		2016	Active
F-MUNI006-01510	Corning		2016	Active
F-MUNI006-01520	Corning		2016	Active
F-MUNI024-01105	Corning	10750	2011	Active
F-MUNI024-01145	Corning	10750	2011	Active
F-MUNI024-01214	Corning	10750	2011	Active
F-MUNI024-01323	Corning	10750	2011	Active
F-MUNI048-01100	Prysmian	43666	2011	Active
F-MUNI048-01110	Unknown			Abandoned in Place
F-MUNI096-00100	Corning		2010	Active
F-MUNI144-00100	Corning		2012	Active
F-MUNI144-00101	Corning		2012	Active
F-MUNI144-01000	Prysmian	43985	2011	Active
F-MUNN012-00010	Corning		2013	Active
F-NATR012-01000	Corning		2016	Active
F-NORT048-01000	Prysmian	43997	2011	Active
F-NORT048-02000	OFS	AT-3CEH2YT-048	2020	Active
F-OPPE144-01000	Prysmian	43670	2011	Active
F-ORAN048-01000	Prysmian	43998	2011	Active
F-ORAN048-01100	Prysmian	43998	2011	Active
F-OVRL048-01000	OFS	AT-3CEH2YT-048	2020	Active
F-PAJA006-01030	Corning		2009	Active
F-PAJA012-01010	Corning		2009	Active
F-PAJA012-01020	Corning		2009	Active
F-PAJA012-01060	Corning		2009	Active
F-PAJA024-01050	Corning		2009	Active

F-PAJA048-01000	Prysmian	43666	2011	Active
F-PAJA048-01040	Corning		2009	Active
F-PBLO288-00900	Corning		2011	Active
F-PBLO288-01000	Corning		2011	Active
F-PBLO288-01100	Corning		2011	Active
F-PCS1012-01100	Corning	16141	2011	Active
F-PCS1012-01300	Corning		2009	Active
F-PCS1024-01310	Corning		2009	Active
F-PCS1036-01100	Corning	16141	2011	Active
F-PCS1048-01000	Corning	16141	2011	Active
F-PCS1048-01100	Corning	16141	2011	Active
F-PCS1048-01200	Corning	16141	2011	Active
F-PCS1048-01300	Corning	16141	2011	Active
F-PCS1048-01500	OCC	DX048KSLX9YP	2015	Active
F-PCS1048-01600	OCC	DX048KSLX9YP	2015	Active
F-PCS5006-01000	Corning		2010	Active
F-PCS5024-01001	Corning		2009	Active
F-PCS5024-01002	Corning		2007	Active
F-PINY048-01000	Prysmian	43997	2011	Active
F-PUEB048-00500	Prysmian	43666	2011	Active
F-REDIMWR-02170	Unknown			Active
F-RINK006-01000	Corning	9759829	2016	Active
F-RINK012-01000	OFS	AT-3CE17NT-012-CMEA	2022	Active
F-ROCK006-01000	Corning	8727325	2016	Active
F-SENRO48-01000	Prysmian	43666	2011	Active
F-SHER012-02000	Corning		2014	Active
F-SHER144-02000	Corning		2012	Active
F-SHER144-02010	Prysmian	43983	2011	Active
F-SHER144-02100	Prysmian	43989	2011	Active
F-SMIT048-01000	Corning		2014	Active
F-SMIT048-01010	Corning		2014	Active
F-SOCS012-01101	Unknown		2019	Active
F-SOCS024-01100	Corning	21009498	2019	Active
F-SOCS048-02000	Prysmian	43666	2011	Abandoned in Place
F-TRIN012-00500	Corning		2017	Active
F-TRIN024-00500	Systimax	34176041005	2004	Abandoned in Place
F-TRIN048-00500	Corning		2014	Active
F-TRIN048-00510	Lucent	7D1X-048-BXC	1999	Active
F-TRIN096-00500	Systimax	34179021003	2002	Active
F-TRIN144-00501	Belden	BYW1220	2009	Active
F-TRIN144-00502	Belden	BYW1220	2009	Active
F-TRIN288-00500	Belden	BYW1220	2009	Active
F-TRIN288-00510	Belden	BYW1220	2009	Active

F-UNML048-01000	Prysmian	43666	2011	Active
F-UNML048-01100	Prysmian	43666	2011	Active
F-WRWW006-01200	Corning	8727325	2016	Active
F-WRWW006-01201	Corning		2016	Abandoned in Place
F-WRWW012-02000	Leviton	103948235-01	2022	Active
F-WRWW012-02100	Leviton	103948235-01	2022	Active
F-WRWW012-02200	Leviton	103948235-01	2022	Active
F-WRWW012-02300	Corning	28735019	2021	Active
F-WRWW048-01100	Corning		2017	Active
F-YUTH048-02000	Prysmian	43666	2011	Active

Conduit

Name
D-15THST--00050
D-15THST--00060
D-15THST--00070
D-15THST--00080
D-15THST--00085
D-15THST--00090
D-15THST--00100
D-15THST--01000
D-15THST--01010
D-20THSTS-00500
D-20THSTS-00510
D-20THSTS-00520
D-20THSTS-00600
D-20THSTS-01000
D-20THSTS-01050
D-20THSTS-01051
D-20THSTS-01700
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D-39THSTS-00900
D-39THSTS-01000
D-39THSTS-01100
D-ACIDCAN-01000
D-ACIDCAN-01010
D-AIRPORT-01000
D-AQUATIC-01000
D-AQUATIC-01500
D-ASHLEYP-00500
D-ASHLEYP-00600
D-ASHLEYP-00601
D-ASHLEYP-00610
D-ASHLEYP-00650
D-ASHLEYP-00700
D-ASHLEYP-00710
D-ASHLEYP-00720
D-ASPENS--00900
D-BARRANC-00900
D-BARRANC-01000
D-BARRANC-01010
D-BARRANC-02000
D-BARRANC-02005
D-BARRANC-02006
D-BARRANC-02007
D-BARRANC-02010
D-BARRANC-02020
D-BATHTUB-01000
D-BATHTUB-01010
D-CANYONE-00010
D-CANYONE-00020

D-CANYONE-00030
D-CANYONE-00040
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D-CANYONE-00070
D-CANYONE-00080
D-CANYONE-00090
D-CANYONE-00110
D-CANYONS-01000
D-CANYONS-01010
D-CANYONW-00500
D-CANYONW-01500
D-CANYONW-01550
D-CANYONW-01600
D-CANYONW-01700
D-CANYONW-01750
D-CANYONW-01760
D-CANYONW-01800
D-CANYONW-01900
D-CANYONW-02000
D-CENTPSQ-01000
D-CENTRAL-00700
D-CENTRAL-00800
D-CENTRAL-00900
D-CENTRAL-00920
D-CENTRAL-00940

D-CENTRAL-01000
D-CENTRAL-01002
D-CENTRAL-01010
D-CENTRAL-01020
D-CENTRAL-01150
D-CENTRAL-01160
D-CENTRAL-01165
D-CENTRAL-01166
D-CENTRAL-01170
D-CENTRAL-01200
D-CENTRAL-01210
D-CENTRAL-01220
D-CENTRAL-01230
D-CENTRAL-01240
D-CHAMISA-01000
D-COMMUNT- 01000
D-CONSORT- 01000
D-DEACON--00900
D-DIAMOND- 00900
D-DIAMOND- 00950
D-DIAMOND- 01000
D-DIAMOND- 01100
D-DIAMOND- 01150
D-DIAMOND- 01200
D-DIAMOND- 01300
D-DIAMOND- 01305
D-DIAMOND- 01306
D-DIAMOND- 01310
D-DIAMOND- 01315
D-DIAMOND- 01320

D-DIAMOND-01330
D-DIAMOND-01400
D-DIAMOND-01500
D-DIAMOND-01510
D-DIAMOND-01520
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D-DIAMOND-01750
D-DIAMOND-01800

D-DIAMOND-01810
D-DIAMOND-01820
D-DIAMOND-01900
D-DIAMOND-01910
D-DIAMOND-01920
D-DIAMOND-02000
D-DIAMOND-02010
D-DIAMOND-TS100
D-DIAMOND-TS110
D-DIAMOND-TS130
D-DIAMOND-TS200
D-DIAMOND-TS205
D-DIAMOND-TS210
D-DIAMOND-TS300
D-DIAMOND-TS305
D-DIAMOND-TS310
D-DIAMOND-TS400
D-DIAMOND-TS405
D-DIAMOND-TS410
D-DIAMOND-TS420
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Utility Poles

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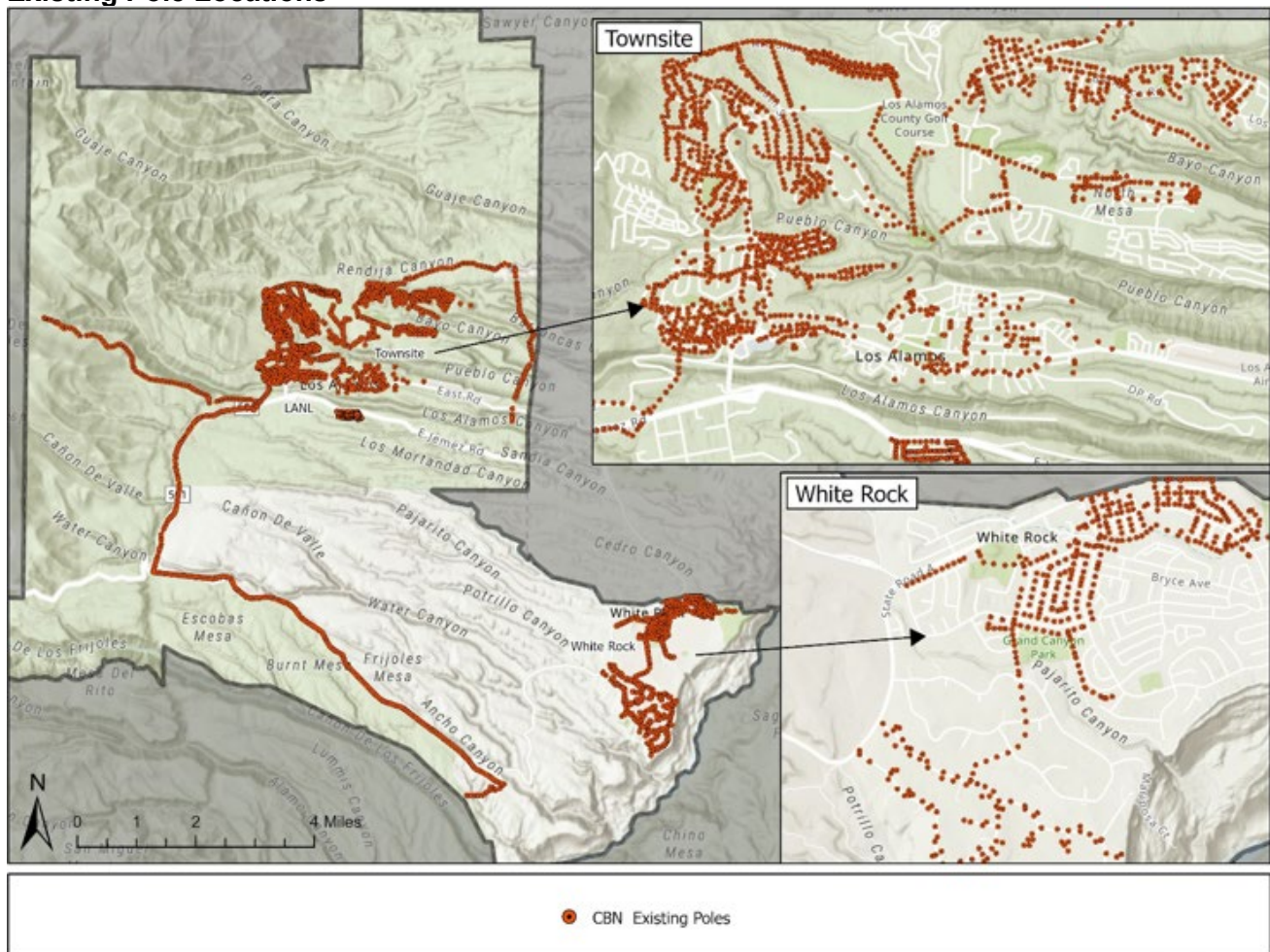
Existing Fiber Splices

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S-ASHLEYP-00510	UNDERGROUND
S-ASHLEYP-00710	UNDERGROUND
S-BARRANC-02010	UNDERGROUND
S-CANYONW-01700	UNDERGROUND
S-CANYONW-01800	UNDERGROUND
S-CENTRAL-00700	UNDERGROUND
S-CENTRAL-00920	UNDERGROUND
S-CENTRAL-00950	UNDERGROUND
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S-CENTRAL-01200	UNDERGROUND
S-CENTRAL-01201	UNDERGROUND
S-CENTRAL-01230	UNDERGROUND
S-CHAMISA-01000	UNDERGROUND
S-DIAMOND-00900	UNDERGROUND
S-DIAMOND-01000	UNDERGROUND
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S-EASTRD--01700	UNDERGROUND
S-ECOSTAT-00900	UNDERGROUND
S-ENTRADA-01100	UNDERGROUND
S-ENTRADA-01200	UNDERGROUND
S-FIREST2-00600	UNDERGROUND
S-FIREST3-02015	DATA ROOM
S-GOLFCRS-02000	AERIAL
S-HIWAY04-02000	UNDERGROUND
S-HIWAY04-02001	UNDERGROUND
S-HIWAY04-02130	UNDERGROUND
S-HIWAY04-02400	UNDERGROUND
S-KNECHTS-01000	UNDERGROUND
S-LACANYN-02010	UNDERGROUND
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S-LANLRTE-04700	AERIAL - TOP
S-LANLRTE-04701	AERIAL - BOTTOM
S-LANLRTE-04801	AERIAL - BOTTOM
S-LANLRTE-04900	AERIAL - TOP
S-LANLRTE-04901	AERIAL - BOTTOM
S-LANLRTE-05000	AERIAL - TOP
S-LANLRTE-05001	AERIAL - BOTTOM
S-MUNIBWR-01100	UNDERGROUND
S-NORTHMS-01200	UNDERGROUND

S-OPPENHE-00900	UNDERGROUND
S-OVRLOOK-01100	UNDERGROUND
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S-PCSBLD1-01201	DATA ROOM
S-PUEBLOC-01000	UNDERGROUND
S-SHERWOD-02000	UNDERGROUND
S-SHERWOD-02010	UNDERGROUND
S-SHERWOD-02100	UNDERGROUND
S-SOCIALS-01000	UNDERGROUND
S-SOCIALS-01101	DATA ROOM
S-SOLARFM-01000	UNDERGROUND
S-TRINITY-00510	UNDERGROUND
S-TRINITY-00805	UNDERGROUND
S-WRWWTP--00900	AERIAL

Existing Pole Locations



Basemap: ESRI World Topographic
Coordinate System: NAD1983 State Plane New Mexico Central FIPS3002 (US Feet)

Created By: CTC Technology and Energy, 20230426
Data Sources: Los Alamos County

Los Alamos County Fiber Inventory

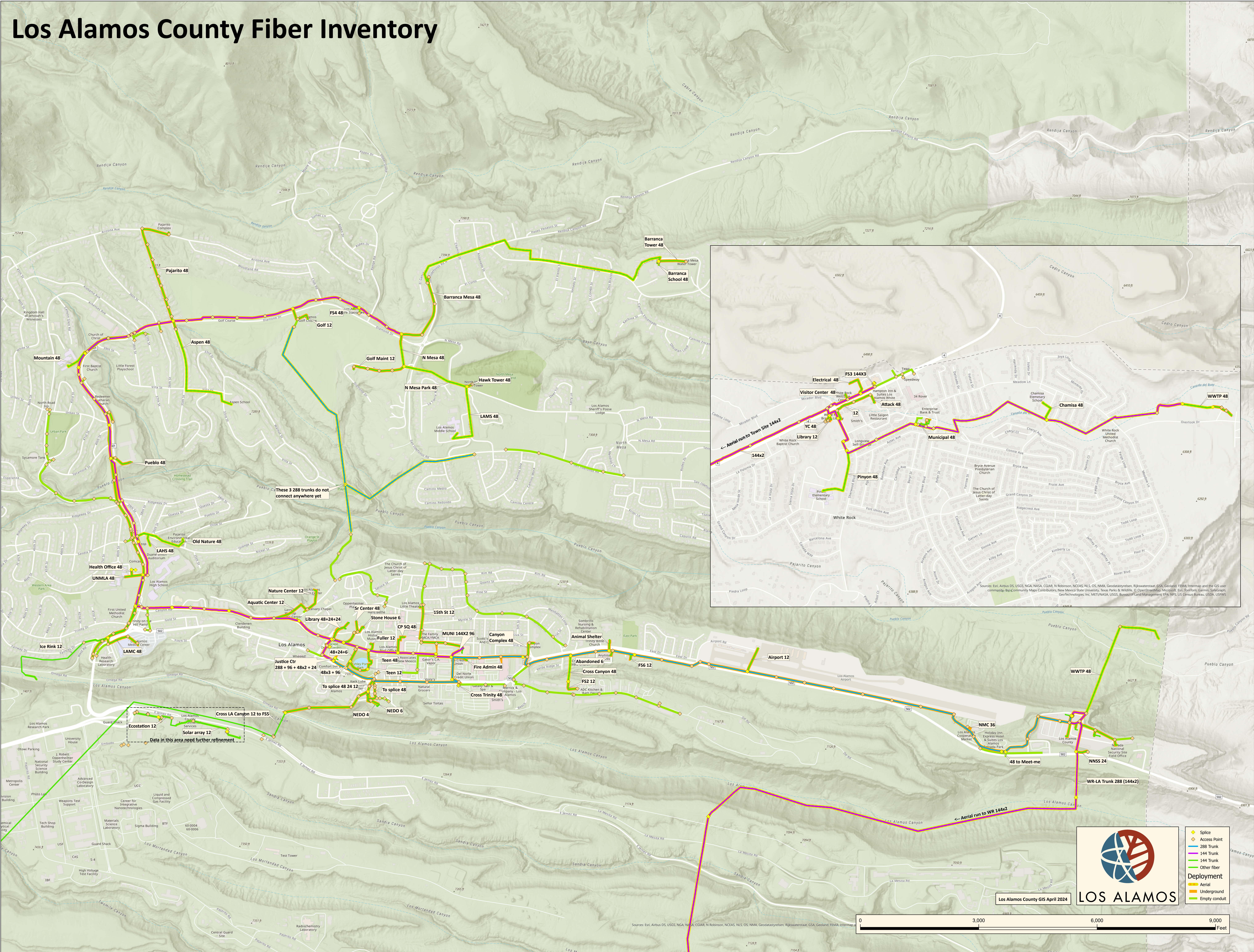


Exhibit B
Network Fees and Rate Schedule
AGR24-46b

Wholesale Pricing to ISPs

Contractor shall provide the below listed rates to ISPs. ISPs are responsible for establishing their end customer pricing to be billed to Subscribers. The rates billed by ISPs may vary. County reserves the right to adjust the Network Infrastructure fee throughout the term of the Agreement.

1. The speed tiers offered shall provide symmetrical service (stated speed shall apply to both upload and download speeds).
2. The speed tiers from 250 Mbps through 2 Gbps shall be offered to Subscribers from launch throughout the term.
3. Contractor shall offer the 5 Gbps speed tier beginning in year three (3) of the term.
4. Contractor shall offer the 10 Gbps speed tier beginning in year six (6) of the term.
5. Contractor shall offer the 25 Gbps speed tier beginning in year ten (10) of the term.
6. Contractor shall offer the 50 Gbps speed tier beginning in year fifteen (15) of the term.
7. The Network Operator Fee shall be billed at \$17.25 per month per Subscriber in year 1, increasing each year thereafter by the amount equal to the lesser of Consumer Price Index (CPI)* increase or three percent (3%).

***The CPI utilized for the purposes of adjusting the Network Operator Fee shall be the Bureau of Labor Statistics (BLS) CPI for Education and Communication, Communication, Internet Services and Electronic Information Providers. The measure of the CPI percentage increase or decrease shall be calculated utilizing the proceeding twelve full months period.**

Subscriber Initiation Fee Description	Amount
One-Time Sign-up Fee – Residential	\$49.00
One-Time Sign-up Fee – Business	\$99.00
One-Time Installation Fee - Residential	\$99.00
One-Time Installation Fee - Business	\$199.00

Description	Speed Tier - Residential						
	250 Mbps	1 Gbps	2 Gbps	5 Gbps	10 Gbps	25 Gbps	50 Gbps
Network Operating Expenses*	\$8.32	\$8.32	\$8.32	\$8.32	\$8.32	\$8.32	\$8.32
Business Operating Expenses**	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42
Network Operator Fee (Year 1)	\$17.25	\$17.25	\$17.25	\$17.25	\$17.25	\$17.25	\$17.25
Wholesale Price to ISP (SUM of ABOVE ITEMS)	\$27.99	\$27.99	\$27.99	\$27.99	\$27.99	\$27.99	\$27.99
Network Infrastructure Fee***	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00

ISP Fee - Variable dependent on ISP Agreements	Varies	Varies	Varies	Varies	Varies	Varies	Varies
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	Speed Tier - Small/Medium Business						
Description	250 Mbps	1 Gbps	2 Gbps	5 Gbps	10 Gbps	25 Gbps	50 Gbps
Network Operating Expenses*	\$8.32	\$8.32	\$8.32	\$8.32	\$8.32	\$8.32	\$8.32
Business Operating Expenses**	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42	\$2.42
Network Operator Fee (Year 1)	\$17.25	\$17.25	\$17.25	\$17.25	\$17.25	\$17.25	\$17.25
Wholesale Price to ISP (SUM of ABOVE ITEMS)	\$27.99	\$27.99	\$27.99	\$27.99	\$27.99	\$27.99	\$27.99
Network Infrastructure Fee***	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
ISP Fee - Variable dependent on ISP Agreements	Varies	Varies	Varies	Varies	Varies	Varies	Varies

*Network Operating Expenses consist of – Equipment Software, Colocation, Transport/Middle Mile, Fiber Maintenance and Equipment Refresh.

**Business Operating Expenses consist of – Insurance, Bad Debt Reserve, Pole Attachment and Conduit Maintenance fees.

***County reserves the right, at its sole discretion, to adjust the Network Infrastructure fee throughout the term of this Agreement. The County may do so in any manner it chooses including utilizing a CPI to calculate the adjustment. One example of a CPI the County may utilize for the purposes of adjusting the Network Infrastructure Fee may be the Bureau of Labor Statistics (BLS) CPI for Education and Communication, Communication, Internet Services and Electronic Information Providers. If such CPI is utilized, the measure of the CPI percentage increase shall be calculated utilizing the proceeding twelve full months period.

Year	Network Operator Fee (per month per Subscriber Fee, not to exceed 3% year over year increase)
1	\$17.25
2	\$17.77
3	\$18.30
4	\$18.85
5	\$19.42
6	\$20.00
7	\$20.60
8	\$21.22
9	\$21.85
10	\$22.51
11	\$23.18
12	\$23.88
13	\$24.59
14	\$25.33

15	\$26.09
16	\$26.87
17	\$27.68
18	\$28.51
19	\$29.37
20	\$30.25

Fiber Drop Costs to units in excess of the 60% acceptance rate estimate shall be billed to County in the amount of \$1,022.80 per unit, this rate shall apply to Premises which are in excess of the original total passings quantity defined in AGR24-46a.

Description	Cost
Network Drop @ 40% of all passings	\$4,096,946.40
Network Drop Costs Over 10,014 Passings	\$1,022,800.00
Additional Network Drop Costs Not-to-Exceed	\$5,119,746.40

Anticipated Operating Expenses

Operating Expenses	Amount
Equipment Refresh (20 years)	\$3,736,843.00
Network Operating Expenses (20 years)	\$7,329,781.00
Operational Expenses (20 years)	\$3,329,454.00
	\$14,396,078.00

Operating expenses shall be funded through monthly Subscriber fees, the amounts listed above and described below are the anticipated expenses for the full potential 20-year term, assuming County extends for all optional term extensions.

Equipment Refresh: Cost of refreshing Network equipment (assuming a useful life of five years) on a rolling basis, beginning in year 6 of Network operations. Total equipment refresh costs are estimated at \$3,736,843 over the 20-year operating term.

Network Operating Expenses: Including equipment software, colocation, transport or middle mile, and fiber maintenance expenses. Total Network operating expenses are projected to be \$7,329,781 over the 20-year operating term.

Operational Expenses: Including insurance, bad debt reserves, and pole attachment fees. Total Operational expenses are projected to be \$3,329,454 over the 20-year operating term.

Unit Prices for Maintenance and Repair Work Billing

Description	UM	Unit Price
LOS ALAMOS COUNTY, NM HTTP - LABOR		
ENGINEERING		
ENG - HLD	LF	\$ 0.20
ENG - AR	LF	\$ 2.21
ENG - UG	LF	\$ 1.17
UNDERGROUND		
BM60(1-3") (1) Bore Hole Directional Bore - 3" (pullback not included)	LF	\$ 28.73

BM60(1-5") (1) Bore Hole Directional Bore - 5" (pullback not included)	LF	\$ 32.26
BM60(1-8") (1) Bore Hole Directional Bore - 8" (pullback not included)	LF	\$ -
BFV (1x0.75") IE Pull Back HDPE 1 - (0.75")	LF	\$ 2.01
BFV (1x1.25") IE Pull Back HDPE 1 - (1.25")	LF	\$ 2.01
BFV (2x1.25") IE Pull Back HDPE 2 - (1.25")	LF	\$ 2.24
BFV (3x1.25") IE Pull Back HDPE 3 - (1.25")	LF	\$ 2.24
BFV (1x0.75") T Trench HDPE 1 - (0.75")	LF	\$ 14.30
BFV (1x1.25") T Trench HDPE 1 - (1.25")	LF	\$ 14.30
BFV (2x1.25") T Trench HDPE 2 - (1.25")	LF	\$ 14.30
BFV (3x1.25") T Trench HDPE 3 - (1.25")	LF	\$ 14.30
UO1-96 Place Fiber in new duct (up to 96 ft)	LF	\$ 2.19
UO1-96 - COIL Place Fiber Coil in new Handhole (up to 96 ft)	LF	\$ -
UO144-288 Place Fiber in new duct (144 - 288 ft)	LF	\$ 2.19
UO144-288 - COIL Place Fiber Coil in new Handhole (144 - 288f)	LF	\$ -
UO MST TERM Place MST Term in Handhole	EACH	\$ 250.96
UO(TAIL) PER FT LBR Place Terminal Tail in Duct	LF	\$ 1.76
UO432 Place Fiber In New Duct	LF	\$ 2.33
UOxxxIE Proof and Pull / Place Fiber in Existing duct (any size up to 288f)	LF	\$ 2.19
BHF(17x30x24) Place Handhole (17"x30"x24") w/ Ground Assy	EACH	\$ 216.58
BHF(24x36x24) Place Handhole (24"x36"x24") w/ Ground Assy	EACH	\$ 558.22
BHF(30x48x36) Place Handhole (30"x48"x36") w/ Ground Assy	EACH	\$ 771.66
BHF - FP Place 9" Flower Pot	EACH	\$ 89.62
BM53(6) PL Place Test Station (Ground Assembly w/ Handholes)	EACH	\$ 89.62
BM21 OLT Site Prep - Pour and Place 8'x8' x8" Concrete Pad, etc.	EACH	\$ 6,223.59
Cabinet Place OLT Cabinet on BM21 Site	EACH	\$ 80,664.77
AERIAL		
CS(6M) Place New 3M Strand (Includes all hardware, dead ends, bolts, clamps, etc.)	LF	\$ 1.79
Lash (1) Fiber Cable (any size up to 288 ft)	LF	\$ 1.79

Lash (2) Fiber Cable (any size up to 288 ft)	LF	\$ 2.08
Lash (3) Fiber Cable (any size up to 288 ft)	LF	\$ 3.80
BM80 Place 1" 8' U-Guard	EACH	\$ 84.82
BM86(2) Place 2" PVC Riser	EACH	\$ 84.82
PE 1-2 Place Anchor & Guy with Guy Guard	EACH	\$ 503.03
PM-SHSH Place Snowshoe (pair)	EACH	\$ 225.18
CO MST TERM Place Aerial MST Term	EACH	\$ 331.62
CO(TAIL) PER FT LBR Lash Terminal Tail to Strand	LF	\$ 3.59
SPLICING		
HO1 Fusion Splice Fiber	EACH	\$ 36.43
HO3 Plug Connector into Device (splitter, hub, etc.)	EACH	\$ 21.78

- A. The value of any Work required for maintenance, repair or upgrade of the network or any claim for an adjustment in the Contract Price will be determined as follows:
1. Where the Work involved is covered by unit prices contained in the Solicitation Documents, by application of such unit prices to the quantities of the items involved.
 2. Where the Work involved is not covered by unit prices contained in the Solicitation Documents, by a mutually agreed lump sum.

All installation, service, subscription, and other rates shown hereby may be discounted by Contractor at any time on a non-discriminatory basis without notice to County.

Exhibit C
Performance Metrics and Support Process
AGR24-46b

Performance metrics for Contractor:

- A. Contractor network performance: Upon successful testing of network and acceptance of a portion or all of the Network by County, in the event Contractor, as either a service provider or network operator, suffers a network outage outside of events defined as Force Majeure, or scheduled network maintenance, or resulting from County non-performance of its obligations under this Agreement, then Contractor shall adhere to section 2.2 of this Exhibit.
- B. Contractor support performance: Initial customer calls shall go to the ISP, and shall be handled in accordance with the provisions of those agreements. Contractor shall provide Tier 3 support or respond to issues directly from County. Contractor shall strive to answer all inbound emails within 24 hours.

1. DEFINITIONS, RESPONSE PROCEDURES AND OBLIGATIONS

- 1.1. This Section governs the speed at which Contractor responds to County's requests for support regarding the network. A failure by Contractor to meet the response times set forth in the chart below for Priority 1, Priority 2, and Priority 3 incidents shall be deemed a material breach of the Agreement.

Priority	Response Time and Incident Assignment By or Before	Maximum Wait Time
1 (Critical)	15 Minutes	30 minutes
2 (Major)	30 Minutes	45 minutes
3 (Minor)	2 Hours	1 hour
4 (Informative)	8 Hours	4 hours

- 1.2. Use of Defined Terms. All capitalized terms used in this Schedule, but not expressly defined, will have the meanings ascribed to them in the Agreement. All terms expressly defined in this Schedule shall apply solely to this Schedule.

Definition of Priorities. When requesting network support, County shall indicate the incident's priority according to the definitions stated below:

Priority 1 – Critical: The network fails to operate in any respect or there are severe restrictions in the operation of the network that prevents use of the Services by any Subscriber.

Priority 2 – Major: The network is experiencing a substantial activity impact, such that operation of Lessor's network is severely degraded by unacceptable performance.

Priority 3 – Minor: an important network function is experiencing an acceptably intermittent problem, or a common, non-essential operation is failing consistently.

Priority 4 – Informative: all other network support requests. The inconvenience is slight and can be tolerated.

1.3. Definition of Response, Wait Times, and Workarounds. For purposes of the table above and the remainder of this Schedule, the following words have the following meanings:

1.3.1. "Maximum Wait Time" means the period of time County must wait for a live support staff member to note County's service issue.

1.3.2. "Response and Incident Assignment" means an acknowledgment of receipt of a network support request and assignment of an incident number by Contractor, it being understood that Contractor shall immediately commence resolution of the network incident upon assignment of the incident number.

1.3.3. "Workaround" means a temporary solution to a network incident that Contractor has implemented, and that allows the network to regain functionality in accordance with its intended use and be in material compliance with all agreed-upon network metrics.

1.4. Procedures for Priority 1 and Priority 2 Network Incidents.

1.4.1. Priority 1 or 2 Incidents:

a. County may call Contractor's toll-free support line and/or send an e-mail to ensure the fastest possible Response and Incident Assignment. Contractor may require that County designate a primary and secondary contact who will be authorized contacts for Contractor support personnel to help minimize the turnaround time for resolving network incidents and answering questions.

b. For Priority 1 incidents: Beginning upon the Response and Incident Assignment, Contractor shall give County an hourly progress report on resolution and shall continue 24/7 efforts until the network incident is resolved with a Workaround. If a temporary Workaround or other temporary resolution is implemented rather than a correction, Contractor shall provide an action plan for a long-term error correction within a reasonable period thereafter.

1.5. Escalation Procedure. If Contractor is unable to resolve network incidents to County's reasonable satisfaction within the timeframes set forth herein, County may require Contractor to promptly escalate the issue as provided below. Contractor shall provide the applicable telephone and cellular information for the Contractor management personnel identified below. County shall contact Contractor, using the foregoing contact information, if County desires to avail itself of the escalation process set forth below.

Title	Name	Email	Phone
VP of Operations	Mike Edl		(319)743-5076
President	Justin Roller		(303)912-5752

It is Contactor's duty to ensure that contact information above is updated to County upon any changes.

2. NETWORK AVAILABILITY SLA

2.1. Network Availability. For purposes of this Section 2, "Network Availability" is defined as: (Total Hours Available – Actual Outage Hours) divided by the Total Hours Available.

(i) "Total Hours Available" equals total hours during the month less hours designated for scheduled network downtime. Work to be completed during scheduled network downtime includes downtime required to apply updates and version upgrades to the network. Scheduled network downtime shall not exceed four cumulative hours per calendar month ("Maximum Downtime"). Regularly scheduled network downtime shall occur outside of County's business critical hours, which are Monday through Friday from 8:00 a.m. to 5:00 p.m., United States Central Time. Contractor shall schedule planned network downtime for any month on no less than one week's prior written notice to County.

(ii) An "Outage" is defined as a major portion of Subscriber's inability to gain access to the network. "Actual Outage Hours" are measured as the elapsed hours beginning with earlier of the time the Contractor (a) knew of an Outage or (b) is notified by County of an Outage, and ending with the time that the Outage has been resolved, in Contractor's reasonable opinion.

(iii) Contractor shall make the network available to County with a monthly Network Availability goal of 99.9%.

2.2. Remedies. If during any calendar year of the License Term, the network Availability is less than the 99.9% goal (exclusive of any scheduled downtime that doesn't exceed Maximum Downtime or Force Majeure downtime), then the Contractor shall make available a credit on the next service fee invoice equal to the corresponding percentage noted below of the calendar month's services fees applicable to the network in which such Network Availability goal was not met.

<u>Service Availability</u>	<u>Credit**</u>
Greater than 98%, less than 99.9%	5%
Greater than 95%, less than 98%	10%
Less than 95%	20%

** calculated as a percentage of the pro-rated portion of the Network fees applicable to the calendar month's measurement period.

Exhibit D
Confidential Information Disclosure Statement
AGR24-46b

The Incorporated County of Los Alamos is a governmental entity subject to certain disclosure laws including, but not limited to, the New Mexico Inspection of Public Records Act, NMSA 1978, §§ 14-2-1, et seq. Nothing in this Agreement is intended to diminish or expand the application of any applicable disclosure laws to any proprietary or confidential information.

This Confidential Information Disclosure Statement ("Statement") defines obligations and waivers related to Confidential Information disclosed pursuant to the above referenced Agreement between County and Contractor. County and Contractor agree to the following:

1. Statement Coordinator – Each party designates the following person as its Statement Coordinator for coordinating the disclosure or receipt of Confidential Information:

	Contractor	County
Name:	Justin Roller	Jerry Smith
Title:	President	Broadband Manager
Address:	4500 Cherry Creek Drive South, Ste 1200	1000 Central Avenue, Suite 220
City/State/Zip:	Denver, Colorado 80246	Los Alamos, New Mexico 87544
Email:	Justin.Roller@bonfireig.com	jerry.smith@lacnm.us

2. Definitions:
 - a) **Confidential Information** - any form of information, in any format, disclosed by the Discloser to the Recipient and identified in writing as confidential.
 - b) **Discloser** - the party disclosing Confidential Information.
 - c) **Exception** – An exception is satisfied if the Confidential Information disclosed: (i) was in Recipient's possession prior to receipt from Discloser, (ii) is publicly known or readily ascertainable by legal means, (iii) is lawfully received by Recipient from a third party without a duty of confidentiality, (iv) is disclosed by Discloser to a third party without a duty of confidentiality on the third party, (v) is independently developed or learned by Recipient, or (vi) is disclosed by Recipient with Discloser's prior written approval.
 - d) **Recipient** – the party receiving Confidential Information.
3. Obligations – Recipient shall protect and ensure its participating subcontractors, agents, or associates shall protect all Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own information of a like nature. If any person or entity requests or demands, by subpoena or otherwise, all or any portion of the Confidential Information provided by one party to another, the party receiving such request shall immediately notify the Discloser of such request or demand. The party receiving the request or demand shall independently determine whether the information sought is subject to disclosure under applicable law including the New Mexico Inspection of Public Records Act. If the party receiving the request or demand determines that the information is subject to disclosure, it shall notify the Discloser of its intent to permit the disclosure with sufficient time to permit the Discloser to invoke the jurisdiction of an appropriate court or administrative body to raise any legitimate objections or defenses it may have to the disclosure. In the absence of an appropriate order prohibiting the disclosure, the party receiving the request or demand shall permit and proceed with the disclosure without incurring any duty, obligation or liability to the Discloser.