

From: [Elizabeth Fishel](#)
To: [GOGGIN, MICHAEL P \(Legal\)](#); jeffrey.blum@dish.com; [Blaise Scinto](#); [Paul Malmud](#); [Peter Daronco](#); [Stephen Buenzow \(CTR\)](#); [Susan Mickley](#); [Sommer Gilbert](#)
Cc: [Charles Mathias](#); [Sean Spivey](#); [Kari Hicks](#); [Cecilia Sulhoff](#); [Connie Diaz](#)
Subject: FW: Request for Special Temporary Authority
Date: Thursday, March 26, 2020 2:01:07 PM
Attachments: [AWS 4 PRVI only STA Request Email \(002\) \(002\).docx](#)
[DISH-ATT Letter Agreement 3-18-20.pdf](#)

AT&T Services, Inc.'s request for an emergency STA to operate on the spectrum; and within the market areas that are associated with Gamma Acquisition LLC's (Dish Network Corporation) and DBSD Corporation's (Dish Network Corporation) AD radio service (AWS-4) licenses that are identified in the attached document is granted via this email for a period of 60 days. AT&T Services, Inc. must cease its operations on this spectrum if Dish Network Corporation withdraws its approval for AT&T Services, Inc.'s use of this spectrum at any time. AT&T Services, Inc. will be using this spectrum to provide relief during the state-of emergency caused by the spread of the coronavirus throughout the United States, Puerto Rico and the U.S. Virgin Islands. This STA is authorized on a secondary non-interference basis. AT&T Services, Inc. must cease operating on these frequencies if it causes harmful interference to any primary users. Any structure utilized to operate pursuant to this STA must comply with the height limitations specified in Section 17.7 of the Commission's rules or must be registered with the FAA. AT&T Services, Inc. must manually file an STA application for Special Temporary Authorization to continue its operations within 10 days of today's date (March 26, 2020). In addition, please email a courtesy copy of the STA application to the individual FCC staff listed on this email. The mailing addresses for courier/messenger delivery and for delivery by the U.S. Postal Service are listed at the bottom of this email.

This authorization is conditioned on AT&T Services, Inc. operating in 2180-2200 MHz in accordance with either the default emission limits in § 27.1134(e)(1) or pursuant to a private agreement under § 27.1134(e)(2). See Report and Order and Order of Proposed Modification, FCC 12-151, at paras. 107-117. See also Letter from Karl B. Nebbia, Associate Administrator, Office of Spectrum Management, National Telecommunications and Information Administration, to Julius Knapp, Chief, Office of Engineering and Technology, Federal Communications Commission, WT Docket No. 12-70; ET Docket No. 10-142; WT Docket No. 04-356, Attachment ("Operator-to-Operator Agreement between New DBSD Satellite Services G.P. and Gamma Acquisition L.L.C. and United States Federal Government Agencies Operating Earth Stations and/or Aeronautical Mobile Telemetry (AMT) Stations in the 2200-2290 MHz Band") (Dec. 11, 2012).

This authorization is conditioned on AT&T Services, Inc. operating in 2180-2200 MHz in accordance with a private agreement regarding out-of-band emission EIRP densities over the 1559-1610 MHz band. See Report and Order and Order of Proposed Modification, FCC 12-151, at paras. 118-122, citing at para. 119 n.383 Letter from Jeffrey H. Blum, Deputy General Counsel, DISH Network Corporation, and F. Michael Swiek, Executive Director, The U.S. GPS Industry Council, to Marlene H. Dortch, Sec'y, Federal Communications Commission, WT Docket Nos. 12-70, 04-356, ET Docket No. 10-142, at 1-2 (filed Sept. 27, 2012).

STA applications being delivered via a courier or by messenger service must be sent to the address below:

Federal Communications Commission
9050 Junction Drive
Annapolis Junction, MD 20701

STA applications being delivered by the U.S Postal Service must be sent to the address below:

Federal Communications Commission
1270 Fairfield Road
Gettysburg, PA 17325

From: GOGGIN, MICHAEL P (Legal) <mg7268@att.com>
Sent: Thursday, March 26, 2020 9:56 AM
To: Elizabeth Fishel <Elizabeth.Fishel@fcc.gov>
Cc: Blaise Scinto <Blaise.Scinto@fcc.gov>; Paul Malmud <Paul.Malmud@fcc.gov>
Subject: Request for Special Temporary Authority

Dear Ms. Fishel:

Attached please find a revised request for Special Temporary Authority to use certain AWS-4 spectrum. Specifically, AT&T requests authority to use AWS-4 spectrum in Puerto Rico and the U.S. Virgin Islands, call signs T060430174 and T070272174. Please contact me at 202.213.7030 with any questions.

Michael P. Goggin
Assistant Vice President – Senior Legal Counsel
202.457.2055 (o)
202.213.7030 (m)

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AT&T Services, Inc.
1120 20th Street, NW
Suite 1000
Washington, DC 20036

T: 202.457.2055
mg7268@att.com
att.com

March 26, 2020

Via Electronic Mail

Ms. Beth Fishel
Federal Communications Commission
445 12th Street, SW
Washington, DC 20554

Re: Request for Special Temporary Authority

Dear Ms. Fishel:

AT&T Services, Inc., on behalf of its affiliates, including New Cingular Wireless PCS, LLC requests Special Temporary Authorization (STA) to use certain AWS-4 spectrum (2180-2200 MHz) in Puerto Rico and the U.S. Virgin Islands (call signs T060430174 and T070272174) to expand network capacity during the emergency related to the outbreak of the COVID-19 virus.

If the STA is granted, AT&T can and will utilize this spectrum during the next 60 days to expand its network capacity to meet expected increases in network traffic occasioned by the measures taken to contain the spread of the novel coronavirus, such as working from home, social distancing and sheltering in place.

AT&T will submit a formal application within 10 days of this request in accordance with Rule Section 1.931, 47 C.F.R. §1.931.

Beth Fishel
March 26, 2020
Page 2

Should any questions arise concerning this request, please contact me at 202.213.7030

Sincerely,

/s/ Michael P. Goggin

Michael P. Goggin

cc: Charles Mathias
Jeff Blum

LETTER AGREEMENT

This Letter Agreement (the “Agreement”) is entered into as of this 18th day of March, 2020 (the “Effective Date”), by and between DISH Network Corporation (“Grantor”), and AT&T Services, Inc. on behalf of itself and its affiliates (“Grantee”) and together with Grantor, collectively, the “Parties,” and individually, a “Party”).

WITNESSETH

WHEREAS, this Agreement is entered into at the request of the Federal Communications Commission (“FCC”) to enable Grantee to provide certain services as part of its COVID-19 emergency response measures;

WHEREAS, the FCC has issued to Grantor licenses to operate on certain electromagnetic frequencies in the AWS-4 and 700 MHz bands in certain geographic market areas (the “Markets”) as specified in Schedule I attached hereto (the “FCC Licenses”); and

WHEREAS, the Parties enter into this Agreement in order (i) for Grantor to grant to Grantee the temporary and limited right to use the FCC Licenses for a period of 60 days starting on the date of this Agreement, and (ii) to memorialize the responsibilities of Grantee with respect to such temporary use.

AGREEMENT

NOW THEREFORE the Parties hereby agree as follows:

- (a) Subject to the other provisions of this Agreement, Grantor provides Grantee the temporary and limited authority to operate on the FCC Licenses for no fee for a period of 60 days following the date of this Agreement (the “Authority”).
- (b) Grantee shall use the FCC Licenses exclusively as part of the company’s COVID-19 emergency response measures, and shall make no other use of the Authority.
- (c) Grantee shall provide Grantor, upon request, with information regarding its COVID-19 emergency response measures as such measures pertain to the use of the FCC Licenses.
- (d) Grantee shall not make any further use of the FCC Licenses after the expiration of the 60-day period, except upon the written consent of Grantor and subject to payment by Grantee (the amount of such payment to be determined through mutual agreement of the Parties).
- (e) Nothing in this agreement shall confer upon Grantee any type of control over the FCC Licenses or of the frequencies whose use is authorized by the FCC Licenses.
- (f) Grantee shall be solely responsible for using the FCC Licenses consistent with the Communications Act of 1934, as amended, and the rules, regulations, orders,

decisions, and written policies of the FCC.

- (g) Grantee shall provide all equipment necessary to operate the FCC Licenses.
- (h) Grantee shall submit all necessary FCC applications for its use of the FCC Licenses and shall obtain Grantor's approval before submission of each such FCC application.
- (i) Grantee agrees to indemnify and hold harmless Grantor for any and all claims, demands, costs, liabilities, losses, expenses and damages (including attorneys' fees, costs, and expert witnesses' fees) that arise out of (i) any use of the FCC Licenses by Grantee, or (ii) any failure by Grantee to perform any of Grantee's obligations under this Agreement.

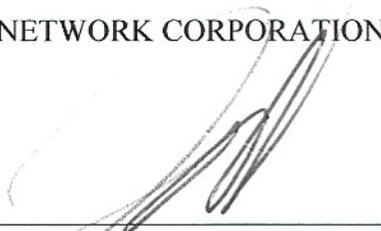
IN WITNESS WHEREOF, each of the Parties hereto has duly executed this Agreement effective as of the Effective Date.

GRANTOR:

GRANTEE:

DISH NETWORK CORPORATION

AT&T SERVICES, INC.

By: 
Name: Jeff Blum
Title: SVP

By: 
Name: Mary C. Coulson
Title: AVP – Senior Legal Counsel