

**PARTICIPATING ADDENDUM  
UNDER THE  
WESTERN STATES CONTRACTING ALLIANCE  
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT  
BID NUMBER RFP: #1907**

**PARTICIPANT:** LEXINGTON FAYETTE URBAN CO GOVT

This Participating Addendum (the "PA") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012 (the "PA Effective Date"), between LEXINGTON FAYETTE URBAN CO GOVT ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") (Participant and Contractor are, at times, referred to individually as a "Party" or together as the "Parties").

**Section 1. Recitals.**

1.1 Contractor and the State of Nevada, acting through its Department of Administration, Purchasing Division, and the participating members of the Western States Contracting Alliance ("WSCA"), and the NASPO Cooperative, are parties to that certain WSCA contract #1907, dated March 15, 2012 (the "Contract" or "Master Service Agreement").

1.2 Participant wants to participate in the Contract pursuant to the terms and conditions of the PA.

**Section 2. Agreement.** In consideration of the recitals set forth in §1 above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Participant and Contractor hereby agree to the terms and conditions of the PA (the Contract and the PA, together with all valid purchase orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the PA have the meanings ascribed to them in the Contract.

**Section 3. Authorized Participating Entities.** Participant hereby designates

LEXINGTON FAYETTE URBAN CO GOVT

as the only authorized Participating Entity(ies) under the Agreement.

**Section 4. Purchase Orders.** Participating Entity(ies) must issue purchase orders hereunder that reference both Master Service Agreement #1907 and the PA. Upon issuance of any such valid purchase order, Participating Entity will be bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay Contractor for Service, Equipment, and related products provided. Notwithstanding the foregoing, any purchase order submitted that does not properly reference the Contract number and/or the PA may be accepted, at Contractor's sole discretion, if Contractor can reasonably ascertain that such purchase order was properly authorized and intended for use with the PA. In such instances, the corresponding purchase order will be similarly valid and binding. Except as expressly provided in the Agreement, terms and conditions inconsistent with, contrary or in addition to the terms and conditions of the Agreement will not be added to or incorporated into the Agreement by any purchase order; and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of the Agreement will prevail and govern in the case of any such inconsistent or additional terms.

**Section 5. Primary Contacts.**

**Participant:**

Name:  
Title:  
Address:  
  
Telephone:  
Fax Number:  
E-Mail:

**Lead State:**

Name: Teri Smith  
Title: Purchasing Officer  
Address: 515 E. Musser St., Suite 300  
Carson City, NV 89701  
Telephone: 775-684-0178  
Fax Number: 775-684-0188  
E-Mail: tsmith@admin.nv.gov

**Contractor Account Team:**

Name:  
Title:  
Address:  
  
Telephone:  
Fax Number:  
E-Mail:

**Contractor Main:**

Name: Twila Lively  
Title: Manager, Sales Operations  
Address: 2600 Camino Road  
San Ramon, CA 94583  
Telephone: (925) 487-9945  
Fax Number: (925) 261-2155  
E-Mail: twilalively@att.com

**Section 6. Authority.** By signing below, the corresponding Party's representative represents that he or she is duly authorized by Contractor or Participant, as applicable, to execute the PA on behalf of the respective Party, and that the Contractor and Participant agree to be bound by the provisions hereof. In addition, Participant represents that it has received the requisite approvals from the applicable Chief Procurement Official and WSCA to participate in the Agreement.

**Section 7. Miscellaneous.**

**7.1 American Recovery and Reinvestment Act of 2009 ("ARRA").** Each Participating Entity is responsible for informing Contractor in writing prior to ARRA funds being used for a purchase or purchases under the Contract. If and when Contractor is so notified, Contractor will comply with the data element and reporting obligations (as currently defined in Federal Register Vol 74 #61, Pages 14824-14829, or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or sub-recipients of ARRA funds. Contractor will provide the required report, if any, to the Participating Entity with an invoice presented for payment. With respect to ARRA and the Agreement, Contractor is not a sub-contractor, recipient, sub-recipient or sub-grantee, but simply a vendor, as defined in the OMB guidelines. Contractor assumes no responsibilities under ARRA beyond those required of a vendor.

**7.2 Employee Benefit Program.** Participating Entity(ies) will participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program.

**Section 8. Notice of Administration Fees.** All Participating Entities are hereby on notice of the following charges being paid by Contractor under the Contract.

- **WSCA Fees.** Contractor is being charged a WSCA Administration Fee of 1/10<sup>th</sup> of 1% (one-tenth of one percent) of the Total Wireless Spend, pursuant to the schedule of payments set forth in the Contract.

**Section 9. Order of Precedence.** The Parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising the Agreement, the following order of precedence will control: (a) the PA; (b) the Master Service Agreement; and (c) any valid purchase order issued in connection therewith. This section specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

**Section 10. Additional Terms and Conditions.** The Parties acknowledge and agree to the additional terms and conditions set forth in Exhibit A, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed the PA as of the PA Effective Date.

By: \_\_\_\_\_  
\_\_\_\_\_, duly authorized

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AT&T MOBILITY NATIONAL ACCOUNTS LLC**

By:   
\_\_\_\_\_, duly authorized

Name: Roland Saenz

Title: Director -Contracts

Date: 11/7/2012