

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

PARTICIPANT: STATE OF NEVADA

This Participating Addendum (the "PA") between the State of Nevada ("Participant"), and AT&T Mobility National Accounts LLC ("Contractor") is executed in connection with the Contract (see §1.1 herein). This PA is effective as of the last date signed by Participant, Contractor, and the Nevada State Board of Examiners (the "PA Effective Date"). 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 Western States Contracting Alliance contract, #1907, dated March 15, 2012, a true and correct copy of which is attached hereto as Exhibit A (the "Contract").

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

Section 2. Agreement. In consideration of the recitals set forth in §1 above, which are hereby re-stated 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 this PA (the Contract and the PA, together with all orders submitted to Contractor by Participant or any other authorized Participating Entity under this PA, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in this PA have the meanings ascribed to them in the Contract.

Section 3. Authorized Participating Entities. Participant hereby designates State of Nevada agencies, the State of Nevada University and Community College System, the State of Nevada Court System, the State of Nevada Legislative Counsel Bureau, and State of Nevada Local Governments (as defined in NRS §332.015) (collectively, "Participating Entities"), subject to all terms and conditions thereof pursuant to NRS §332.195. The Parties acknowledge and agree that Participant is only liable for financial obligations resulting from use of this Contract by Participant and State of Nevada agencies. Participant is not liable for the obligations resulting from use of this Contract by any State of Nevada University and Community College System, the State of Nevada Court System, the State of Nevada Legislative Counsel Bureau, and/or the State of Nevada Local Governments.

Section 4. Orders. Participating Entities must issue orders hereunder. Any such orders placed under this PA must reference both Contract #1907 and the PA (which may be identified as the "State of Nevada PA"). Upon issuance of any such valid 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 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 order was properly authorized and intended for use with the PA. In such instances, the corresponding order will be similarly valid and binding.

Section 5. Primary Contacts.

State of Nevada:

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

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: Michael Pfaff
Title: Account Manager
Address: 2700 Watt Ave
Sacramento, CA 95821
Telephone: (916)972-6302
Fax Number:
E-Mail: michael.d.pfaff@att.com

Contractor Main:

Name: Twila Lively
Title: Manager, Sales Operations
Address: 2600 Camino Road
San Ramon, CA 94583
Telephone: (925) 487-9945
Fax Number: (510) 261-2155
E-Mail: twilalively@att.com

Section 6. Authority. By signing below, the corresponding Party's representative represents that such person is duly authorized by Contractor or Participant, as applicable, to execute this 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"). If or when Contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, Contractor agrees to comply with the data element and reporting requirements 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. Each Participating Entity is responsible for informing Contractor in writing prior to ARRA funds being used for a purchase or purchases under the Contract. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the Participating Entity for payment. Contractor will provide the required report, if any, to the Participating Entity with the invoice presented to the Participating Entity for payment. Contractor, as it relates to purchases under the Contract, is not a sub-contractor, recipient, sub-recipient or sub-grantee, but simply a vendor, as defined in the OMB guidelines, and assumes no responsibilities under ARRA beyond those required of a vendor.

7.2 Employee Benefit Program. Participant will participate with Contractor in efforts to obtain eligible Employees' participation in the Employee Benefit Program by posting and making available participation information on the State of Nevada's Intranet site.

Section 8. Notice of Administration Fees. The State and any and all other Participating Entities under this PA are hereby on notice of the following charges being paid by Contractor under the Contract.

- **WCSA.** Contractor is being charged a WCSA Administration Fee of 1/10th 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 this Agreement, the following order of precedence will control: (a) this PA; (b) the Master Agreement; and (c) any 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 this §10.

10.1 Consideration. The Parties agree that Contractor will provide the services specified in paragraph five (5) at a cost as outlined in the Master Agreement, with the total Contract or installments payable: as invoiced by Contractor and approved by the State, not to exceed \$3,000,000.00 (aggregate of Participant and State of Nevada agencies). Participant does not agree to reimburse Contractor for expenses unless otherwise specified in the Contract. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

10.2 Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Nevada State Legislature and/or federal sources. In the event sufficient funds have not been appropriated, or if Participant's funding from the Nevada State legislature and/or federal sources is not appropriated or is withdrawn, limited, or impaired, then Participant may terminate this Contract by sending corresponding notice to Contractor. Effective immediately upon receipt of such written notice, or upon any date specified therein (the "Non-Appropriation Termination Date"), Contractor (a) will discontinue Service; (b) will stop accepting orders for any and all Service, Equipment and related products and services under the Contract by Participant and any and all other Participating Entities hereunder that are affected by the non-appropriation; and (c) waives any and all claim(s) for damages arising on or after the Non-Appropriation Termination Date. All terms and conditions of the Contract including, without limitation, any limitation of liability provisions, apply to Services, Equipment and/or related products and services ordered and/or sold to Participating Entities prior to the Non-Appropriation Termination Date.

10.3 Board of Examiners Approval. This PA shall not become effective until and unless approved by the Nevada State Board of Examiners.

10.4 Nevada Quarterly Reporting. Contractor will provide Participant with quarterly sales reports showing the gross quarterly sales for all Participating Entities hereunder, per the following schedule:

Q1 (JAN-MAR):	Report due by May 15 th
Q2 (APR-JUN):	Report due by August 15 th
Q3 (JUL-SEP):	Report due by November 15 th
Q4 (OCT-DEC):	Report due by February 15 th of following calendar year

Sales for Participant and State of Nevada agencies will be reported separately from sales for other Participating Entities.

Section 11. Entire Agreement. The Agreement sets forth the entire agreement between the Parties with respect to the subject matter of all previous communications, representations or agreements, whether

