

**PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION**

**SECURITY & PROTECTION SERVICES
Administered by the State of Nevada (hereinafter "Lead State")**

**MASTER PRICE AGREEMENT
Utah-Yamas Controls, Inc. dba Nevada-Yamas Controls, Inc.
Master Price Agreement Number: 3047
(hereinafter "Contractor")
And
State of Nevada
(hereinafter "Participating Entity")**

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1. Scope: This addendum covers the **Security & Protection Services** lead by the State of Nevada for use by state agencies and other entities located in the Participating Entity authorized by that state's statutes to utilize entity contracts.

2. Participation: Use of specific **WSCA-NASPO** cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use entity contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Orders placed under this PA shall not extend past the termination date of the MSA.

3. Participating State Modifications or Additions to Master Price Agreement:

3.1 Purchase Orders made under this Contract are subject to the purchasing agency or political subdivision having available funds. A purchasing agency or political subdivision may terminate its purchase order, and Contractor waives any and all claims for damages, effective immediately upon receipt of written notice (or upon any later date specified therein) if for any reason the purchasing agency's or political subdivision's funding from State, federal or other sources is not appropriated, or is withdrawn, limited or impaired. Termination under this section does not affect the Contractor's right to payment for services or products provided to the purchasing agency or political subdivision prior to the date of termination of the contract or purchase order.

3.2 Consideration: The parties agree that the Contractor will provide the services and goods as specified in this participating addendum at a cost as outlined in the WSCA-NASPO master contract with the not to exceed dollar value of \$4,000,000.00.

4. Lease Agreements:
Not applicable.

5. Primary Contacts: The primary contact individual for this participating addendum are as follows (or their named successors):

Lead State

Name	Ronda Miller, State of Nevada Purchasing Division
Address	515 E. Musser St, Carson City, NV 89701
Telephone	775-684-0182
Fax	775-684-0188

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E-mail	rlmiller@admin.nv.gov
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Contractor

Name	Utah-Yamas Controls, Inc. dba Nevada-Yamas Controls, Inc. Attn: Roy Stephenson, Director of Business Development
Address	13526 South 110 West Draper, UT 84020
Telephone	801-990-1950 ext 112
Fax	801-990-1955
E-mail	Rstephenson@utahyamas.com

Participating Entity

All State Agencies, the Nevada System of Higher Education, the Court System, the Legislative Counsel Bureau and all Political Subdivisions within the State of Nevada

6. Subcontractors:

Refer to vendor's submitted proposal.

7. Purchase Order Instructions:

Purchase orders must be submitted with a valid quote and written acceptance from agency prior to work commencing.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **3047** and the Lead State price agreement number: **3047**.

This Participating Addendum and the Master Price Agreement number **3047** (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of

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this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: Nevada	Contractor: <i>Utah-Yamas Controls, Inc. dba Nevada-Yamas Controls, Inc.</i>
By: <i>Kim Perondi</i>	By: <i>Scott Porter</i>
Name: <i>Kim Perondi</i>	Name: <i>Scott Porter</i>
Title: <i>Assistant Chief Procurement Officer</i>	Title: <i>President</i>
Date: <i>10-8-2013</i>	Date: <i>9/19/13</i>

[Signature]

Signature - Board of Examiners

APPROVED BY BOARD OF EXAMINERS

Approved as to form by:

[Signature]

Deputy Attorney General for Attorney General

On *11-12-13*
(Date)

On *27 Sept 13*
(Date)