

Location ID:

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

**PARTICIPANT:** City of Gahanna

This Participating Addendum (the "PA") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 (the "PA Effective Date"), between City of Gahanna ("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 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 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 City of Gahanna 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:**

**Lead State:**

Name: Dottie Franey/Jennifer Hamilton  
Title: Director of Service/ADM assist  
Address: 200 S.Hamilton Rd  
300  
Gahanna, OH 43230  
Telephone: 614 342 4006  
Fax Number: 614 342 4100  
E-Mail: jennifer.hamilton@gahanna.gov  
tbecker@admin.nv.gov

Name: Teri Becker  
Title: Purchasing Officer  
Address: 515 E. Musser St., Suite  
Carson City, NV 89701  
Telephone: 775-684-0178  
Fax Number: 775-684-0188  
E-Mail:

**Contractor Account Team:**

**Contractor Main:**

Name: Jack Tylus  
Title: Mobility Account Overlay  
Operations  
Address: 502 Beach Street  
Flint, MI 48502  
Telephone: 810 630 0544  
Fax Number: 847 513 0809  
E-Mail: jt5824@att.com

Name: Twila Lively  
Title: Manager, Sales  
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 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.

