

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

PARTICIPANT: PALM BEACH COUNTY

This Participating Addendum (the "PA") is made this 23 day of October, 2012 (the "PA Effective Date"), between Palm Beach County ("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 all government entities within Florida, including all local public bodies, cities, courts, counties, public safety institutions, and public schools 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: Kathleen M. Scarlett
Title: Director, Purchasing
Address: 50 S. Military Trail, Suite 110
West Palm Beach, FL 33415
Telephone: 561 616 6800
Fax Number: 561 242 6705
E-Mail: kscarlet@pbcgov.org

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 Harbaugh
Title: Account Manager
Address: 5201 Congress Ave
Boca Raton, FL 33487
Telephone: 561 866 3996
Fax Number: 866 679 0316
E-Mail: mh4924@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 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. Participant and any and all other Participating Entities under this PA are hereby on notice of the following administration fees being paid by Contractor under the Contract.

- a) **WSCA.** Contractor has included in the price offered a WSCA 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.

b) **Palm Beach County** - Contractor shall pay Palm Beach County an amount equal to 1% of the Total Wireless Spend. Such payment, as well as reports detailing the calculation of the payment furnished to the Palm Beach County Contract Administrator or designee shall be made on a quarterly basis, in accordance to the following schedule:

Quarter`	Period	Due Date
1	January - March	May 15
2	April – June	August 15
3	July – September	November 15
4	October – December	February 15

"Total Wireless Spend" with respect to both Section 8(a) and 8(b) above, shall mean the total amount of CRU charges set forth on the invoices sent by Contractor to Participating Entities under the Participating Addendum, less taxes and surcharges (CRU revenue only).

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. Custom Offers. Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding restrictions and conditions set forth in this §10 (including all sub-sections and Tables), Contractor will provide Participant and its eligible CRUs the following custom offers: (a) the custom Business National Flat Rate Plan described in §10.1 herein (the "Custom Business National Flat Rate Plan"); (b) the recurring credits described in §10.2 herein (the "Recurring Credits"); and (c) the custom AT&T 5G Pooled Data Connect Plan described in §10.3 herein (the "Custom Pooled Data Connect Plan") the Custom Business National Flat Rate Plan, the Recurring Credits and the AT&T 5G Pooled Data Connect Plan are, at times, referred to together herein as the "Custom Offers"). The Custom Offers are available for the term of the Agreement. For all Custom Offers, the corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the Plan or offer. The Custom Offers are not available to IRUs. In accordance with the Agreement, each of the Custom Offers is subject to its underlying offer's corresponding Sales Information, which is incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §10 and the applicable Sales Information, this §10 will control. Notwithstanding the foregoing, Custom Offers will only be provided if Participant's account is active and in good standing with respect to the applicable CRU.

10.1 Custom Business National Flat Rate Plan.

**Table 10.4
Custom Business National Flat Rate Plan**

Monthly Service Charge	\$0.00
Home Airtime Rate	\$0.06 per minute
Nationwide Long Distance	Included
Domestic Roaming	Included
Mobile-to-Mobile Minutes	N/A
Night / Weekend Minutes	N/A

10.2 Recurring Credits. Recurring Credits are provided each month and are only available to the Customer's CRUs who (a) activate or migrate Service on the corresponding Plan or Feature; and (b) remain on Service under such Plan or Feature at the time the Recurring Credit is applied. Recurring Credits are applied before any applicable Service Discount.

**Table 10.2
Recurring Credit**

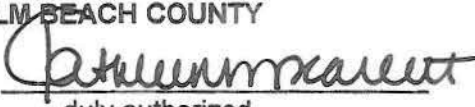
PLAN/FEATURE	MONTHLY RECURRING CREDIT
Unlimited DataConnect plan with a MSC of \$69.99	\$15.99/month
Messaging Bundle 200 with a MSC of \$5.00 when combined with a Voice Service Plan with an MSC of \$12.99 or higher and maintained on the same device	\$3.00/month
Messaging Bundle Unlimited with a MSC of \$20.00 when combined with a Voice Service Plan and/or Data Service Plan with a combined MSC of \$12.99 or higher and maintained on the same device.	\$15.00/month
Unlimited DataConnect	\$16.67/month
Unlimited Smartphone Data with a MSC of \$45.00 combined with a Voice Plan of \$39.99 or higher and maintained on the same device	\$11.67/month

10.3 Custom Plan. Contractor will provide Participant with the AT&T 5G Pooled Data Connect Plan for a Monthly Service Charge of \$ 36.00. The Custom Pooled Data Connect Plan is only available to CRUs eligible to activate Service on the AT&T 5G Pooled Data Connect Plan. Except as otherwise provided herein, the applicable rates, terms, and conditions set forth in the Standard Data Connect Plan Sales Information apply to the Custom Pooled Data Connect Plan. The Custom Pooled Data Connect Plan (a) is NOT eligible for the MSC Service Discount; and (b) is available for the term of the Contract.

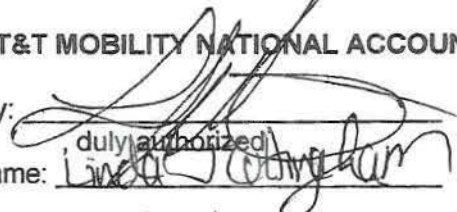
Section 11. Entire Agreement. The Agreement sets forth the entire agreement between the Parties with respect to its subject matter, and it supersedes all previous communications, representations or agreements, whether oral or written, with respect thereto.

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

PALM BEACH COUNTY

By: 
 Name: Kathleen M. Scarlett
 Title: Purchasing Director
 Date: 10/23/12

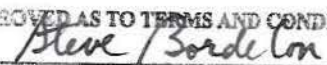
AT&T MOBILITY NATIONAL ACCOUNTS LLC

By: 
 Name: Linda Scarborough
 Title: S-Contract Manager
 Date: 10/23/12

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

BY: 
REG DIRECTOR