

**PARTICIPATING ADDENDUM
UNDER THE
NASPO VALUEPOINT
WIRELESS COMMUNICATION SERVICES AND EQUIPMENT
BID NUMBER RFP: #1907**

**SUB-PARTICIPATING ADDENDUM
PARTICIPATING ENTITY: City of Riverside**

This Sub-Participating Addendum (the "Sub-PA") is made this 20th day of September, 2018 (the "Sub-PA Effective Date"), between City of Riverside ("Participating Entity"), and AT&T Mobility National Accounts LLC ("Contractor") (Participating Entity 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 NASPO Cooperative Purchasing Program, d/b/a "NASPO ValuePoint" (formerly known as "WSCA" or "WSCA-NASPO") (hereinafter defined as "NASPO" or "WSCA"), are parties to that certain wireless communication services and equipment contract #1907, dated March 15, 2012, as amended (the "Contract" or "Master Service Agreement").

1.2 Pursuant to a Participating Addendum by and between Contractor and State of California, Master Price Contract #7-11-70-17, as amended on August 10, 2012, (the "PA"), Participating Entity is authorized to purchase Service, Equipment and related products from Contractor under the terms of the NASPO Contract and the PA.

1.3 As authorized by the Contract, and in addition to the standard Service, Equipment and related products available through the PA, Participating Entity wants to receive certain unique offers under the PA that will apply only to Participating Entity.

1.4 Contractor is willing to provide Participating Entity with such unique offers subject to the terms and conditions of the Sub-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, Participating Entity and Contractor hereby agree to the terms and conditions of the Sub-PA (the Contract, the PA and the Sub-PA, together with all valid purchase orders submitted to Contractor by Participating Entity, collectively, the "Agreement"). Unless otherwise defined, capitalized terms in the Sub-PA have the meanings ascribed to them in the Contract and/or the PA.

Section 3. Authorized Participating Entity. Participating Entity is the only authorized Participating Entity under the Sub-PA.

Section 4. Purchase Orders. Participating Entity must issue purchase orders hereunder that reference both Master Service Agreement #1907 and the Sub-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 Sub-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 Sub-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. Custom Plans.

5.1 Custom FirstNet Mobile Plans – Agency Paid. Provided Participant remains in full compliance with the terms and conditions of the Agreement, and subject to all corresponding conditions set forth in this §5 (including all sub-sections and Tables), AT&T will provide Participant and its eligible CRUs the custom FirstNet Mobile Plans described in §5.1 (the “Custom FirstNet Mobile Plans”). The Custom FirstNet Mobile Plans are available for the term of the Agreement. The corresponding CRU must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Plan. The Custom FirstNet Mobile Plans are not available to IRUs or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans. In accordance with the Agreement, the Custom FirstNet Mobile Plans are subject to the applicable, standard FirstNet Mobile-Pooled and Mobile-Unlimited Plans’ corresponding Sales Information, which are incorporated herein by reference. To the extent of any material conflict between the terms and conditions of this §5.1 and the applicable Sales Information, this §5.1 will control. Notwithstanding the foregoing, the Custom FirstNet Mobile Plans will be provided only if Participant’s account is active and in good standing with respect to the applicable CRU. The Custom FirstNet Mobile Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to AT&T’s customers. For all Custom FirstNet Mobile Plans, the corresponding Plan’s Monthly Service Charge (at times, “MSC”) will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

**TABLE 5.1.1
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR SMARTPHONES**

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$33.00 MSC	\$33.99 MSC	\$35.99 MSC	\$225.00 MSC	\$393.00 MSC	\$1,763.00 MSC	\$3,369.00 MSC
For use with a subsidized device	\$33.00 MSC	\$33.99 MSC	\$35.99 MSC	\$225.00 MSC	\$393.00 MSC	\$1,763.00 MSC	\$3,369.00 MSC

**TABLE 5.1.2
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR FEATURE PHONES**

Add-a-Line for use with an unsubsidized device	\$22.99 Monthly Service Charge
Add-a-Line for use with a subsidized device	\$22.99 Monthly Service Charge

**TABLE 5.1.3
CUSTOM FIRSTNET MOBILE-POOLED PLANS FOR DATA-ONLY DEVICES**

	Add -a- Line	2GB	5GB	50GB	100GB	500GB	1000GB
For use with an unsubsidized device	\$20.00 MSC	\$25.99 MSC	\$32.99 MSC	\$209.00 MSC	\$378.00 MSC	\$1,747.00 MSC	\$3,353.00 MSC
For use with a subsidized device	\$20.00 MSC	\$25.99 MSC	\$32.99 MSC	\$209.00 MSC	\$378.00 MSC	\$1,747.00 MSC	\$3,353.00 MSC

*Above pricing is Monthly Service Charge

**TABLE 5.1.4
CUSTOM FIRSTNET MOBILE-UNLIMITED PLANS**

	Unlimited Enhanced for Smartphones	Unlimited Standard for Smartphones	Unlimited for Data-only Devices
Monthly Service Charge	\$44.99	\$39.99	\$37.00

**TABLE 5.1.5
CUSTOM FIRSTNET ENHANCED PTT ONLY PLANS**

Unlimited FirstNet Enhanced PTT Only Plan for use with an unsubsidized, compatible Feature Phone	\$17.99 Monthly Service Charge
Unlimited FirstNet Enhanced PTT Only Plan for use with a subsidized, compatible Feature Phone	\$17.99 Monthly Service Charge

**TABLE 5.1.6
CUSTOM FIRSTNET ENHANCED PTT BOLT-ON PLAN**

Unlimited FirstNet Enhanced PTT Bolt-On Plan for use with eligible, compatible Smartphones, Feature Phones and Tablets	\$2.00 Monthly Service Charge
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**TABLE 5.1.7
CUSTOM AT&T DYNAMIC TRAFFIC SAFETY MANAGEMENT – PUBLIC SAFETY
FOR EXTENDED PRIMARY USERS**

AT&T Dynamic Traffic Management – Public Safety, per Agency Paid User, per Month	\$7.50 (after \$7.50 credit)
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5.2 Custom FirstNet Mobile Plans – Subscriber Paid. In addition to FirstNet Mobile Plans available to Participant and its CRUs, AT&T offers a subscriber paid version of such plans to eligible individuals associated with a Primary User Public Safety Entity. Participant hereby authorizes AT&T to provide such individuals with the discounts set forth in §5.2 (the "Custom FirstNet Mobile Subscriber Paid Plans"). Participant must remain eligible for the Custom FirstNet Mobile Plans described in §5.1 for the Custom FirstNet Mobile Subscriber Paid Plans to apply. The corresponding subscriber must be eligible to activate Service on the underlying, non-customized version of the corresponding FirstNet Mobile Subscriber Paid Plan. The Custom FirstNet Mobile Subscriber Paid Plans are not available to Participant, its CRUs, or its IRUs. For all Custom FirstNet Mobile Subscriber Paid Plans, the corresponding Plan's Monthly Service Charge will appear on the invoice at the standard price set forth in the Sales Information, but the customized net monthly price set forth in the corresponding table will be achieved via application of a modifier also reflected on the invoice.

**TABLE 5.2.1
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID PLANS – RESPONDER PLANS**

	For use with Smartphone 5GB	For use with Feature Phone 100MB	For use with Tablet 5GB
Monthly Service Charge	\$35.99	\$10.99	\$32.99

**TABLE 5.2.2
CUSTOM FIRSTNET MOBILE SUBSCRIBER PAID – RESPONDER UNLIMITED PLANS**

	Unlimited Smartphone Plan (without tethering)	Unlimited With Tethering Smartphone Plan	Unlimited with Tethering Tablet Plan
Monthly Service Charge	\$39.99	\$44.99	\$37.00

Section 6. Custom Equipment Offer. The Custom Equipment Offer (a) requires activation with new FirstNet Service Plan on the applicable Equipment as specified in Table 6 below; (b) does not include applicable Taxes, (c) may not be combined with any other available Equipment Discount, promotions or offers otherwise available to Customer's Entities including, without limitation, the Equipment Discount set forth in the Agreement; (d) is not available through a separate data solutions provider and; (e) remains subject to availability limitations. The Custom Equipment Offer is not available to IRUs or to individuals eligible to purchase the subscriber paid versions of FirstNet Mobile Plans. Participant and its eligible CRUs may upgrade to a new device after a minimum of 18 months.

**TABLE 6
CUSTOM EQUIPMENT PRICING**

Device Type	Approved Custom Equipment Price and required FirstNet Service Plan
Voice Only Devices	
Sonim XP5-4GB	\$49.99 FirstNet Voice Only Plan or PTT standalone plan of \$22 per month or greater
Dura XE-8GB	\$49.99 FirstNet Voice Only Plan or PTT standalone plan of \$22 per month or greater
Duraforce Pro-32GB	\$0.99 FirstNet Voice Only Plan \$31 per month or greater
Integrated	
iPhone 6S Plus-32GB	\$0.99 with a \$39 per month or greater (FirstNet SmartPhone Plan)
iPhone 7-32GB	\$0.99 with a \$39 per month or greater (FirstNet SmartPhone Plan)
iPhone 7plus-32GB	\$119.99 with a \$39 per month or greater (FirstNet SmartPhone Plan)
iPhone 8-64GB	\$149.99 with a \$39 per month or greater (FirstNet SmartPhone Plan)
iPhone 8plus-64GB	\$249.99 with a \$39 per month or greater (FirstNet SmartPhone Plan)
iPhone 8-256GB	\$299.99 with a \$39 per month or greater (FirstNet SmartPhone Plan)
iPhone X-64GB	\$449.99 with a \$39 per month or greater (FirstNet SmartPhone Plan)
Samsung Galaxy S9-64GB/400GB External	\$224.99 with a \$39 per month or greater (FirstNet SmartPhone Plan)
Samsung Galaxy S9 Plus-64GB/400GB External	\$324.99 with a \$39 per month or greater (FirstNet SmartPhone Plan)
Samsung Galaxy S8 Active-64GB-Internal 256GB External	\$219.99 with a \$39 per month or greater (FirstNet SmartPhone Plan)
Samsung Galaxy S8-64GB	\$99.99 with a \$39 per month or greater (FirstNet SmartPhone Plan)
Samsung Galaxy S8 Plus-64GB	\$199.99 with a \$39 per month or greater (FirstNet SmartPhone Plan)
Samsung Note 8-64GB Internal / 256GB Ext	\$364.99 with a \$39 per month or greater (FirstNet SmartPhone Plan)
Data Only Devices	
iPad (5th Gen)-32GB	\$309.99 with a \$22 per month or greater (FirstNet Data Only Plan)
12.9-inch iPad Pro-64GB	\$779.99 with a \$22 per month or greater (FirstNet Data Only Plan)
Velocity 2	\$0.99 with a \$22 per month or greater (FirstNet Data Only Plan)
Nighthawk-512 MB RAM, expandable up to 256 GB micro SD card sold separately	\$39.99 with a \$22 per month or greater (FirstNet Data Only Plan)

Section 7. **Primary Contacts.**

Participating Entity:

Name: Chris Tilden
Title: Deputy CIO
Address: 3900 Main St
Riverside, CA 92502
Telephone: 951-826-5157
Fax Number:
E-Mail: ctilden@riversideca.gov

Contractor Account Team:

Name: Larry Lafferty
Title: Client Solutions Exec Integrated Mobility
Address: 1452 Edinger Ave.
Tustin CA, 90780
Telephone: 562-618-1221
Fax Number:
E-Mail: larry.lafferty@att.com

Lead State:

Name: Teri Becker
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: tbecker@admin.nv.gov

Contractor Main:

Name: Bethani Cross
Title: Client Solutions Executive
Address: 311 S Akard St.
Dallas, TX 75202
Telephone: 214-679-9053
Fax Number: N/A
E-Mail: bethani.cross@att.com

Section 8. **Authority.** By signing below, the corresponding Party's representative represents that he or she is duly authorized by Contractor or Participating Entity, as applicable, to execute the Sub-PA on behalf of the respective Party, and that the Contractor and Participating Entity agree to be bound by the provisions hereof. In addition, Participating Entity represents that it has received the requisite approvals from the applicable Chief Procurement Official and NASPO to participate in the Agreement.

Section 9. **Additional Terms and Conditions.**

9.1 Application of PA. The Parties acknowledge and agree that the terms and conditions of the PA are binding upon them.

9.2 Amendments to PA. The Parties acknowledge and agree that (a) Participating Entity has no right or authority to amend the PA; (b) any valid amendments or modifications to the PA and/or the Contract are automatically binding upon Participating Entity; and/or (c) in the event any such valid amendment or modification to the PA materially and adversely impacts Participating Entity, then Participating Entity may terminate the Sub-PA.

Section 10. **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 Sub-PA; (b) the PA; (c) the Contract; and (d) any valid purchase order issued in connection therewith. This section specifically supersedes any order of precedence provisions set forth elsewhere in the Agreement.

Section 10.1 **Activation Credits.** AT&T will provide Participant either of the two activation credits as noted below in Table 10.1. An Activation Credit is only available to a Participating Entity's CRU who (a) activates a new two (2) year FirstNet Service on the corresponding, qualified Plan(s) within the first one hundred and eighty (180) days following the Effective Date of the Sub-PA, and (b) remain on Service under such Plan(s) at the time the Activation Credit is applied. No other CRU is eligible for an Activation Credit. CRUs activating new FirstNet Service after this 180-day period will not receive the Activation Credit. Activation Credits may not be combined with any other offers or activation credits. Qualified CRUs are only eligible for one Activation Credit. An Activation Credit may take up to two billing cycles to appear on the applicable invoice

TABLE 10.1
Activation Credits

PLAN	CREDIT
FirstNet Voice Only Plan with a Monthly Service Charge of \$31.00 or higher OR a FirstNet Data Only Plan with an Monthly Service Charge of \$22.00 or higher	\$75.00
FirstNet Smartphone Plan with a Monthly Service Charge of \$39.00 or higher or a FirstNet Data Only Plan with a Monthly Service Charge of \$32.99 or higher	\$150.00

Section 10.2 **Upgrade Credits.** AT&T will provide Participant with one of the following Upgrade Credits as noted in Table 10.2. An Upgrade Credit is only available to a Participating Entity's CRU who (a) upgrades to a new two (2) year FirstNet Service on the corresponding, qualified Plan(s) within the first one hundred and eighty (180) days following the Effective Date of the Sub-PA, and (b) remain on Service under such Plan(s) at the time the Upgrade Credit is applied. New CRUs activating new FirstNet Service after this 180-day period will not receive the Upgrade Credit. Upgrade Credits may not be combined with any other offers. Qualified CRUs are only eligible for one Upgrade Credit and are subject to the 18 month minimum upgrade period as set forth in Section 6. An Upgrade Credit may take up to two billing cycles to appear on the applicable invoice

TABLE 10.2
Upgrade Credits

PLAN	CREDIT
FirstNet Voice Only Plan with a Monthly Service Charge of \$31.00 or higher OR a FirstNet Data Only Plan with an MSC of \$22.00 or higher	\$75.00

FirstNet Smartphone Plan with a Monthly Service Charge of \$39.00 or higher.

\$100.00

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 Sub-PA as of the Sub-PA Effective Date.

City of Riverside

By: _____
, duly authorized

Name: _____

Title: _____

Date: _____

CERTIFIED AS TO FUNDS AVAILABILITY:

BY: 
Chief Financial Officer / City Treasurer

AT&T MOBILITY NATIONAL ACCOUNTS LLC
AT&T Mobility Corporation, its Manager

By: 
, duly authorized

Name: Jack Wildermuth

Title: Senior Contract Manager

Date: 9/20/18

APPROVED AS TO FORM

BY: 
Sr. Deputy City Attorney



AT&T MOBILITY NATIONAL ACCOUNTS LLC

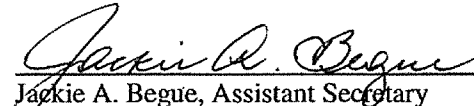
ASSISTANT SECRETARY'S CERTIFICATE

I, Jackie A. Begue, do hereby certify that I am a duly elected and qualified Assistant Secretary of AT&T Mobility Corporation the Manager of AT&T Mobility National Accounts LLC, a Delaware limited liability company (the "Company"), and as such I am authorized to execute this certificate. In such capacity, I further certify that:

1. The Schedule of Authorizations for Affiliates of AT&T Inc. (the "Schedule") has been duly adopted by the Company, and said Schedule remains in full force and effect on the date hereof.
2. AT&T Mobility Corporation as the Manager of the Company has the authority under Section 5.6 of the Company's Limited Liability Company Operating Agreement to manage all of the business affairs of the Company.
3. Section 5.15 of the Company's Limited Liability Company Operating Agreement states as follows:

"Any person or entity dealing with the Company may rely on a certificate signed by the Manager or officer on any document purporting to bind the Company shall constitute exclusive evidence to third parties of the authority of such person to execute such document on behalf of the Company and so bind the Company."
4. Jack A. Wildermuth, Senior Solutions Architect, is authorized and empowered under the Schedule and by the Manager to execute and deliver on behalf of the Company that certain Sub-Participating Addendum by and between the City of Riverside, California and the Company, to provide wireless communication services and equipment; Bid Number RFP: #1907.

IN WITNESS WHEREOF, the undersigned has affixed her signature this 20th day of September, 2018.



Jackie A. Begue, Assistant Secretary