

FEB 22 2010



20100223-0259

AT&T MA Reference No. \_\_\_\_\_  
 State of Nevada RFP #1772

**AT&T SERVICES RIDER AGREEMENT UNDER STATE CONTRACT**

<b>CUSTOMER Legal Name ("Customer")</b>	<b>AT&amp;T Corp. (or enter AT&amp;T signing entity) ("AT&amp;T")</b>	<b>AT&amp;T Sales Contact Name</b> <input checked="" type="checkbox"/> Primary Contact
City of Sparks	AT&T Corp.	Name Pat Irwin
<b>CUSTOMER Address</b>	<b>AT&amp;T Corp. Address and Contact</b>	<b>AT&amp;T Sales Contact Information</b>
Street Address 431 Prater Way City Sparks State / Province NV Country USA Domestic / International / Zip Code 89431	55 Corporate Drive Bridgewater, New Jersey 08807  Attn: Master Agreement Support Team  Email <a href="mailto:mast@att.com">mast@att.com</a>	Street Address 645 E. Plumb Lane City Reno State / Province Nevada Country USA Domestic / International / Zip Code 89502 Fax 775 333-4150 Email <a href="mailto:pi3494@att.com">pi3494@att.com</a> Sales/Branch Manager Mitch Prather SCVP Name Ed Mosbaugh
<b>CUSTOMER Contact</b>	<b>AT&amp;T Address and Contact (if signing entity other than AT&amp;T Corp.)</b>	<b>AT&amp;T Authorized Agent Information (if applicable)</b> <input type="checkbox"/> Primary Contact
Name Rick Bareuther Title IT Director Telephone 775 353-2315 Fax 775 353-2489 Email <a href="mailto:rbareuther@cityofsparks.us">rbareuther@cityofsparks.us</a>	Name Title Telephone Street Address City State / Province Country Domestic / International / Zip Code	Name Company Name Agent Address City State / Province Country Domestic / International / Zip Code Telephone Fax Email Agent Code
<b>CUSTOMER Billing Address</b>		
Street Address 431 Prater Way City Sparks State / Province NV Country USA Domestic / International / Zip Code: 89431		

This Rider Agreement ("Rider") is part of the Agreement between AT&T and Customer referenced above. Whenever any notice or demand is given under this Contract to Contractor or Non-State Entity, the notice shall be in writing and addressed to the Customer Address above.

SBC Global Services, Inc., dba AT&T Global Services on behalf of Nevada Bell Telephone Company, dba AT&T Nevada ("AT&T" or "Contractor") and the State of Nevada ("State") have entered into a Contract For Services of Independent Contractor (State of Nevada Contract) dated February 9, 2010, ("Contract") for a term of four years. The State may, at its sole option, elect to extend the Contract term for up to two (2) additional periods of one (1) year each. Pursuant to the Contract, which is incorporated herein by reference, any public agency, as defined in NRS section 332.195, is allowed to order services and products ("Services") solely as set forth in the Contract, except as stated in the Rider Terms and Conditions below.

A non-State public entity (herein "Non-State Entity") shall also be required to complete and submit this AT&T Services Rider Agreement Under State Contract (Rider) prior to ordering Services. A description of the Service(s), applicable rates and charges and the specific terms and conditions are fully set forth in the Contract. Access to the Contract is available at <http://purchasing.state.nv.us>

For AT&T Administrative Use Only

Master Agreement No. \_\_\_\_\_  
Pricing Schedule No. \_\_\_\_\_  
Original Effective Date: \_\_\_\_\_  
Amended Effective Date: \_\_\_\_\_

### AT&T SERVICES RIDER AGREEMENT UNDER STATE CONTRACT

1. **City of Sparks** ("Non-State Entity") desires to order Services(s) and by executing this Rider, Non-State Entity agrees to subscribe to, and Contractor agrees to provide such Service(s) pursuant to the terms and conditions and pricing contained in this Rider and the Contract.
2. Contractor shall bill Non-State Entity and Non-State Entity shall pay Contractor pursuant to this Rider and the terms and conditions and pricing contained in the Contract, except as stated herein in this Rider.
3. With respect to Services ordered under this Rider, as authorized on Exhibit 1, Non-State Entity hereby agrees to obtain such Services exclusively through the Contract and this Rider for a four (4) year commitment period, but not beyond February 28, 2014, starting with the Effective Date of the Rider, provided that such commitment does not extend beyond the Term of the Contract, including any extension periods. Any new Services added to an existing Rider shall not extend the four (4) year commitment period previously agreed upon on the Rider.

4. Upon expiration of the four (4) year commitment period, this Rider shall continue in effect through the remainder of the Term of the Contract, but not beyond February 28, 2014, unless terminated by Non-State Entity. The Non-State Entity will automatically continue to receive Services at Contract terms and conditions when the four year commitment period ends, and may add, delete or change Services without penalty or additional commitment periods (unless a specific Service requires a term per the Contract).

5. Non-State Agency may terminate this Rider, for specific Service(s) or in total, prior to termination of the Contract, by providing the Contractor with thirty (30) calendar days' written notice of cancellation.

If Non-State Agency elects to terminate Service prior to completion of the four (4) year commitment period, a termination charge may apply. If Service(s) are terminated after the four (4) year commitment period, no termination liability shall apply.

6. The Rider is a Contract between the Non-State Entity and the Contractor. The State will not represent the Non-State entity in resolution of litigated disputes between the parties.
7. Non-State Entity, upon execution of this Rider, certifies that Non-State Entity understands that Contractor and the State may, from time to time and without Non-State Entity's consent, amend the terms and conditions of the Contract thereby affecting the terms of service Non-State Entity receives from Contractor.
8. Non-State Entity may, by placing Service orders issued by its duly authorized representative with Contractor, order any of the Service(s) listed in the Contract. Contractor shall bill Non-State Entity, and Non-State Entity shall pay Contractor according to the terms and conditions and rate tables set forth in the Contract for such Service(s).
9. By executing the Rider, Non-State Entity warrants that Non-State Entity has funds appropriated and available to pay all amounts due hereunder through the end of Non-State Entity's current fiscal period. Non-State Entity further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Rider Term. In the event Non-State Entity is unable to obtain the necessary appropriations or funding for the Services provided under this Attachment, Non-State Entity may terminate the Services without liability for the termination charges upon the following conditions: (i) Non-State Entity has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Non-State Entity's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Non-State Entity has negotiated in good faith with AT&T to develop revised terms, an alternative payment schedule or a new Rider to accommodate Non-State Entity's budget. Non-State Entity must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Non-State Entity terminates the Services under this Attachment, Non-State Entity agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Rider Term.

kc 02/05/2010


For AT&T Administrative Use Only


Master Agreement No. \_\_\_\_\_  
Pricing Schedule No. \_\_\_\_\_  
Original Effective Date: \_\_\_\_\_  
Amended Effective Date: \_\_\_\_\_

**AT&T SERVICES RIDER AGREEMENT UNDER STATE CONTRACT**

AGREED: City of Sparks

AGREED: AT&T

By:   
(Authorized Agent or Representative)  
    Dan Marran      
(Typed or Printed Name)  
    Purchasing Manager      
(Title)  
    2/11/10      
(Date)

By:   
(Authorized Agent or Representative)  
    GABRIELA RATULOWSKI      
(Typed or Printed Name)  
    LEAD - CUSTOMER CONTRACTS      
(Title)  
    2/23/10      
(Date)

For AT&T Administrative Use Only

Master Agreement No. \_\_\_\_\_  
 Pricing Schedule No. \_\_\_\_\_  
 Original Effective Date: \_\_\_\_\_  
 Amended Effective Date: \_\_\_\_\_

**AT&T SERVICES RIDER AGREEMENT UNDER STATE CONTRACT**

City of Sparks

EXHIBIT 1

Selected Services	Voice Services - Core Services Products	Customer Initials
<input checked="" type="checkbox"/>	Bus Access Lines	
<input checked="" type="checkbox"/>	Central Office Exchange Basic Services (Centrex)	
<input checked="" type="checkbox"/>	Central Office Trunk Services (SuperTrunk/PBX/DID)	
<input checked="" type="checkbox"/>	Voice Mail Services	
Selected Services	Data Services - Core Services Products	Customer Initials
<input checked="" type="checkbox"/>	Data Transmission Services Carrier DS1 (HICAP/T-1)	
<input checked="" type="checkbox"/>	Data Transmission Services Carrier DS3	
Custom Rider Required	Gigabit Ethernet Metropolitan Area Network (MAN) (OPT-E-MAN Service)	Custom Rider Required
<input checked="" type="checkbox"/>	Multi Protocol Label Switching (MPLS) (AVPN)	
<input checked="" type="checkbox"/>	ISDN (PRI) (PBX/DID)	
<input checked="" type="checkbox"/>	Frame Relay & ATM (Managed or Non Managed)	
<input checked="" type="checkbox"/>	Internet (MIS)	