



Location ID:93170260085

**NPPGOV PARTICIPATION AGREEMENT COVER PAGE**

SELLER: AT&T Corp.  
CONTRACT NUMBER: PS20255  
NPPGov Member ID Number: M-5709573

City of Yakima

509-576-6678

Participating Agency Legal Name ("Participating Agency")	D/B/A	Main Telephone Number
129 N 2nd Street	Yakima, WA 98901	
Street Address	City	State
		ZIP Code
Brian Jones <a href="mailto:bjones@yakimawa.gov">bjones@yakimawa.gov</a>		509-576-6678
Primary Contact Name and Email Address		Primary Contact Telephone Number

**Agreement:** This Participation Agreement between Participating Agency, on behalf of itself, and AT&T Corp ("AT&T" or "Seller"), on behalf of itself and its service providing Affiliates, consists of (a) this Participation Agreement Cover Page, (b) the attached Participation Agreement Standard Terms, (c) applicable Pricing Schedule(s) attached as sub-Exhibits to Exhibit A to the Master Price Agreement(Section 4-Table 4), (d) applicable terms and conditions posted or incorporated by reference on the AT&T NPPGov Program Website and the relevant Sales Information and (e) all AT&T materials incorporated by reference in the foregoing, including applicable Attachments found at the Service Publication identified in the selected Pricing Schedules and the Sales Information including, without limitation those documents referenced in §§3(ii) and (iii) (collectively, the "Participation Agreement").

In the event of a conflict or inconsistency between the terms of the Participation Agreement and the terms contained in the Pricing Schedule, the terms of the Pricing Schedule in Section 4- Table 4 shall prevail.

**By signing below, the parties agree to be bound by the terms and conditions of the Participation Agreement, effective as of the last date written below (the "Participation Agreement Effective Date").**

Participating Agency (by its authorized representative)	AT&T Corp (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**Attest:**

CITY CLERK

## NPPGOV PARTICIPATION AGREEMENT

**1. Address for Notices.** All notices, requests, demands and other communications to Participating Agency required or permitted under this Participation Agreement shall be provided to the address set forth below:

Name	City of Yakima
Address	129 N 2nd St Yakima WA 98901
Telephone Number	509-576-6678
Fax Number	
Attention	Brian Jones
Federal Tax ID	91-60001293

## 2. Recitals.

**2.1** AT&T and League of Oregon Cities ("LOC") entered into that certain Master Price Agreement dated November 18, 2015, as amended (the "Master Price Agreement") (at times, the Master Price Agreement and the Participation Agreement are referred to collectively as the "Agreement").

**2.2** Participating Agency is a governmental agency and a "Participating Agency" as defined under the Agreement that wants to obtain Service from AT&T in connection with the Master Price Agreement.

**3. Agreement.** In consideration of the recitals set forth in §2 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, AT&T and Participating Agency hereby agree to the terms and conditions of (i) the Master Price Agreement; (ii) the Pricing Schedule(s) attached as sub-Exhibits to Exhibit A to the Master Price Agreement that Participating Agency has selected in §4—Pricing Schedules immediately below, which such selected Pricing Schedules are incorporated herein by this reference, (iii) applicable terms and conditions posted or incorporated by reference on the AT&T NPPGov Program Website and the relevant Sales Information for such selected Services that Participating Agency has selected, which such terms and conditions are incorporated herein by this reference, and (iv) the AT&T/Participating Agency Product and Service Agreement Terms attached as Exhibit C to the Master Price Agreement and incorporated herein by this reference (Exhibit C, at times, referred to herein as the "Product and Service Agreement Terms"). Access to the Master Price Agreement including Exhibit A and Exhibit C is available at [www.NPPGOV.com](http://www.NPPGOV.com). Unless otherwise defined, capitalized terms in this Participation Agreement have the meanings ascribed to them in the Agreement or an attachment thereto, as applicable.

## 4. Pricing Schedules.

TABLE 4 PRICING SCHEDULES		
Please Check Selected Pricing Schedule	Pricing Schedule	Participating Agency
X	Sub-Exhibit A-1: Mobility Services	

**5. Adoption of Agreement.** Participating Agency acknowledges and agrees that it is participating pursuant to the Agreement and that LOC and AT&T may modify the Agreement at any time. Participating Agency acknowledges and agrees that it has no right whatsoever to modify the Agreement including, without limitation, the Pricing Schedule(s) thereto.

**6. Service.** AT&T agrees to provide Service to Participating Agency pursuant to the terms and conditions of the Agreement. By signing this Participation Agreement, Participating Agency acknowledges and agrees that it is liable for all charges incurred hereunder by Participating Agency.

**7. Purchased Equipment Payment Options.** AT&T offers installment payment options for certain Purchased Equipment that require its Participating Agencies to execute a corresponding installment payment agreement. In the event Participating Agency opts to use one of these installment payment options, then: (a) Participating Agency will be required to execute such an installment.

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## NPPGOV PARTICIPATION AGREEMENT

payment agreement, and (b) Participating Agency represents, warrants, and covenants that (i) its participation in the installment payment option does not and will not violate any applicable procurement rules in effect as of the effective date(s) of the purchase(s) of Purchased Equipment in connection with any installment payment option; (ii) its participation in the installment payment option does not and will not disqualify AT&T from, or otherwise impair AT&T's participation in, any future procurements with the Participating Agency; and (iii) Participating Agency has fully appropriated funds to pay the total amount charged over the complete term of the installment payment agreement.

**8. Representations and Warranties.** Participating Agency hereby represents and warrants that (i) it is a member in good standing of NPPGov and will provide AT&T with verification of such membership upon reasonable request, and/or (ii) it is a governmental agency and will provide AT&T with verification of such status upon reasonable request. Participating Agency also hereby represents and warrants that it is not a non-profit entity as that term is defined by United States Tax Code; provided, however, that Volunteer Fire Departments organized and established pursuant to all applicable state and local laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction are eligible to receive Products and Services under this Participation Agreement and shall be treated as Participating Agencies for all purposes herein.

**9. Term.** The term of this Participation Agreement will run concurrently with the term of the Pricing Schedules identified in Section 4 above. In the event the Master Price Agreement is terminated prior to the expiration of the Pricing Schedules, the term of each Pricing Schedule shall continue through the term identified in that Pricing Schedule. Any Services identified on the AT&T NPPGov Program Website which, by their terms, are to exist for a specific period of time, will survive any termination or expiration of this Participation Agreement.

**10. Reserved.**

**11. Default and Termination of Participation Agreement.**

**11.1 Participating Agency Default; Termination by AT&T.** Participating Agency agrees that it will be an event of default hereunder if: Participating Agency is no longer a Participating Agency under the Agreement or otherwise fails to perform or comply with any term or condition of the Agreement.

**12. Liability.** See Product and Service Agreement Terms.

**13. Infringement.** See Product and Service Agreement Terms.

**14. Financial Responsibility.** Participating Agency must pay for all charges incurred under the Participation Agreement.

**15. Invoicing Options.** See the Pricing Schedule and the Product and Service Agreement Terms.

**16. Termination/Cancellation Fee.** See the Pricing Schedule and the Product and Service Agreement Terms.

**17. Good Faith Cooperation.** With respect to all marketing responsibilities set forth herein, Participating Agency and AT&T agree to cooperate in good faith to assist AT&T in achieving its Service marketing goals, including but not limited to making Participating Agency's employees aware of the available discounts offered under this Participation Agreement.

**18. Resale and Other Prohibited Uses.** Participating Agency is not permitted to resell, reproduce, retransmit, or disseminate Service or any other program components to third parties whether directly or indirectly including, without limitation, through machine to machine transmissions.

**19. Consent to Disclosure.** Participating Agency consents to the disclosure by AT&T to LOC of information regarding Participating Agency's involvement and Services under this Participation Agreement, the amount of revenue received by AT&T as a result of Participating Agency's participation under the Agreement, and such similar information arising in connection with the Agreement.

## NPPGOVPARTICIPATION AGREEMENT

### 20. FirstNet Standard Plans; FirstNet Special Plans; Custom Equipment; and Recurring Credits.

AT&T will provide Participating Agency the custom offers described in this §20 (collectively, the “Custom Offers”). All Custom Offers are available for the term of the Participation Agreement. Notwithstanding any order of precedence provisions in the Agreement to the contrary, to the extent of any conflict between the terms and conditions of this §20 and the FirstNet Service Guide, any other applicable Service Guides, and applicable Sales Information, this §20 will control.

**20.1 FirstNet Standard Plans.** AT&T will provide Participating Agency the ability to purchase FirstNet Plans as described in the AT&T FirstNet Solution Service Guide (the “Standard FirstNet Plans”). Participating Agency may purchase The Standard FirstNet Plans for its authorized employees, contractors and agents who perform the job duties related to Participating Agency’s approved FirstNet use cases (Participating Agency’s “Agency Paid Users”).

**20.2 FirstNet Special Plans.** AT&T will provide Participating Agency the ability to purchase the FirstNet Special Plans described herein (the “FirstNet Special Plans”). FirstNet Special Plans are available for the term of the Participation Agreement. Except as modified below, the FirstNet Special Plans are subject to the FirstNet Standard Plan’s terms and conditions. The FirstNet Standard Plans and the FirstNet Special Plans are NOT eligible for the Service Discount, any other discount provided under the Agreement, nor any other discounts or promotions otherwise available to Agency Paid Users, except as set forth in this §20.2.

**TABLE 20.2**  
**FirstNet Special Plans**

<b>FirstNet Special Plans</b>	<b>Eligibility Requirements</b>
<b>FirstNet Mobile Special Select Unlimited – Standard Plan for smartphones (“Special Plan 1”)</b>	Activate a new Agency Paid User line of service on, or migrate an existing Agency Paid User line of service to, the corresponding FirstNet Special Plan during the Offer Period
<b>FirstNet Mobile Special Select Unlimited – Enhanced Plan for smartphones (“Special Plan 2”)</b>	Activate a new Agency Paid User line of service on, or migrate an existing Agency Paid User line of service to, the corresponding FirstNet Special Plan during the Offer Period
<b>FirstNet Mobile Special Core Unlimited – Standard Plan for feature phones and tablets (“Special Plan 3”)</b>	Activate a new Agency Paid User line of service on, or migrate an existing Agency Paid User line of service to, the corresponding FirstNet Special Plan during the Offer Period
Applicable Sales Information incorporated by reference into the Agreement. Sales Information found at <a href="http://www.firstnet.com/firstnetextprimaryselect">www.firstnet.com/firstnetextprimaryselect</a> and <a href="http://www.firstnet.com/firstnetextprimary">www.firstnet.com/firstnetextprimary</a> core.	

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**20.3 Custom Equipment Pricing.** To be eligible for Custom Equipment Pricing, Participating Agency must, during the term of the Participation Agreement: (a) Purchase the Qualified Device from AT&T with a 2-year service commitment for a new or upgrade-eligible existing Agency Paid User line of Service on the corresponding FirstNet Special Plan; and (b) activate such new Agency Paid User line of Service on, or migrate such existing Agency Paid User line of service to, the FirstNet Special Plan. Custom Equipment Pricing is available for the term of the PA.

**TABLE 20.3  
CUSTOM EQUIPMENT PRICING**

Qualified Device*	FirstNet Special Plan	Custom Equipment Price**
Any smartphone found at <a href="http://www.firstnet.com/devices">www.firstnet.com/devices</a> with an undiscounted retail price of \$449.00 or less found at <a href="http://att.com/equipmentlist">att.com/equipmentlist</a>	Special Plan 1	\$0.99
Any smartphone found at <a href="http://www.firstnet.com/devices">www.firstnet.com/devices</a> with an undiscounted retail price of \$450.00 or more found at <a href="http://att.com/equipmentlist">att.com/equipmentlist</a>	Special Plan 1	An amount equal to the undiscounted retail price less \$449.00
Any smartphone found at <a href="http://www.firstnet.com/devices">www.firstnet.com/devices</a> with an undiscounted retail price of \$699.99 or less found at <a href="http://att.com/equipmentlist">att.com/equipmentlist</a>	Special Plan 2	\$0.99
Any smartphone found at <a href="http://www.firstnet.com/devices">www.firstnet.com/devices</a> with an undiscounted retail price of \$700.00 or more found at <a href="http://att.com/equipmentlist">att.com/equipmentlist</a>	Special Plan 2	An amount equal to the undiscounted retail price less \$699.00
Samsung Tab A Lite	Special Plan 3	\$0.99
<p>*Subject to availability.</p> <p>**Custom Equipment Price does not include applicable taxes and may not be combined with other Equipment-related discounts or other offers.</p>		

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**20.4 Custom Equipment Pricing via Credits for Smartphones with Certain FirstNet Mobile Special Plans.** To be eligible for Custom Equipment Pricing via Credits for Smartphones, Participating Agency must, during the term of the Participation Agreement: (a) Purchase the Qualified Device from AT&T with an AT&T Equipment Installment Plan with or without Next Up for a new or upgrade-eligible existing Agency Paid User line of Service on the corresponding FirstNet Special Plan; and (b) activate such new Agency Paid User line of Service on, or migrate such existing Agency Paid User line of service to, the FirstNet Special Plan. Custom Equipment Pricing via credits is available for the term of the Participation Agreement.

**TABLE 20.4  
CUSTOM EQUIPMENT PRICING VIA CREDITS WITH CERTAIN FIRSNET MOBILE SPECIAL PLANS**

Qualified Device*	FirstNet Special Plan	Custom Equipment Price**
Any smartphone found at <a href="http://www.firstnet.com/devices">www.firstnet.com/devices</a> with an undiscounted retail price of \$449.99 or less found at <a href="http://att.com/equipmentlist">att.com/equipmentlist</a>	Special Plan 1	\$0.00 after up to \$449.99 in credits
Any smartphone found at <a href="http://www.firstnet.com/devices">www.firstnet.com/devices</a> with an undiscounted retail price of \$450.00 or more found at <a href="http://att.com/equipmentlist">att.com/equipmentlist</a>	Special Plan 1	An amount equal to the undiscounted retail price less up to \$449.99 in credits
Any smartphone found at <a href="http://www.firstnet.com/devices">www.firstnet.com/devices</a> with an undiscounted retail price of \$699.99 or less found at <a href="http://att.com/equipmentlist">att.com/equipmentlist</a>	Special Plan 2	\$0.00 after up to \$699.99 in credits
Any smartphone found at <a href="http://www.firstnet.com/devices">www.firstnet.com/devices</a> with an undiscounted retail price of \$700.00 or more found at <a href="http://att.com/equipmentlist">att.com/equipmentlist</a>	Special Plan 2	An amount equal to the undiscounted retail price less up to \$699.99 in credits

\*Subject to availability.

\*\*Custom Equipment Price does not include applicable taxes on the undiscounted retail price of the Qualified Device, which will be due at sale, and may not be combined with other Equipment-related discounts or other offers. Custom Equipment Price is achieved via a discount applied, in roughly equal monthly credits, to the undiscounted retail price of the Qualified Device over the entire 36-mo. installment agreement term. **Discount will not exceed the lower of the undiscounted retail price of the Qualified Device or the maximum credits you are eligible for under this offer.** For example only: If the undiscounted price of the Qualified Device is \$400 and the FirstNet Special Plan is FirstNet Mobile Special Select Unlimited – Standard plan, Participating Agency will have 36 monthly installment payments of \$11.11/mo. and be eligible for 36 monthly credits of \$11.11/mo. (a maximum discount of \$400), but if the undiscounted price of the Qualified Device is \$1,000 and the FirstNet Special Plan is FirstNet Mobile Special Select Unlimited – Standard plan, Participating Agency will have 36 monthly installment payments of \$27.78/mo. and be eligible for 36 monthly credits of \$12.50/mo. (a maximum discount of \$449.99). CRU line of service must be on a qualified installment agreement, active on the FirstNet Special Plan and in good standing for 30 days to qualify. To get all monthly credits, Participating Agency must maintain the Qualified Device on both the FirstNet Special Plan and the installment agreement for the entire term. **If Participating Agency changes or cancels the FirstNet Special Plan, upgrades the Qualified Device, or pays off the installment agreement early, monthly credits will cease, and device balance will be due.** It may take up to 2 billing cycles after activation for the monthly credits to appear. Each monthly credit will appear on the applicable invoice as a per line credit applied to the Qualified Device. Participating Agency will receive catch-up credits once credits start.

\*\*\*Requires purchase with qualifying 0% APR 36-month installment agreement; undiscounted retail price will be divided into 36 monthly installments. Installment agreement starts when Qualified Device is shipped. Purchase is subject to the corresponding installment plan terms and conditions set forth in the Service Guide and Sales Information, as well as Participating Agency's Retail Installment Agreement.

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**20.5. Recurring Credits on FirstNet Special Plans.** Custom Equipment Pricing via Credits is available for the term of the PA.

**TABLE 20.5**  
**RECURRING CREDITS ON FIRSTNET SPECIAL PLANS**

Recurring Credit Amount	FirstNet Special Plan*	Eligibility Requirements
\$20.00/month	Special Plan 1	<ul style="list-style-type: none"><li>• Activate a new Agency Paid User line of service on, or migrate an existing Agency Paid User line of service to, the corresponding FirstNet Special Plan during the Offer Period; and</li><li>• Each eligible Agency Paid User line must continue to be on the corresponding FirstNet Special Plan at the time the Recurring Credit is applied. **</li></ul>
\$20.00/month	Special Plan 2	
\$10.00/month	Special Plan 3	<ul style="list-style-type: none"><li>• Activate a new Agency Paid User line of service on the corresponding FirstNet Special Plan during the Offer Period; and</li><li>• Each eligible Agency Paid User line must continue to be on the corresponding FirstNet Special Plan at the time the Recurring Credit is applied. **</li></ul>
\$5.00/month	Special Plan 3	
<p>*Except as modified, the FirstNet Special Plans are subject to the terms and conditions set forth in the applicable Sales Information.</p> <p>**Each Recurring Credit will appear on the applicable invoice as a per line credit applied to the Monthly Service Charge before application of discounts, taxes, surcharges and fees assessed on the FirstNet Solution. It may take up to 2 billing cycles after activation for the Recurring Credit to appear.</p>		

**Section 21. Order of Precedence.** Notwithstanding the Order of Precedence set forth in the Master Agreement, 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 Participation Agreement; (b) the Master Agreement; and (c) any valid Purchase Order issued in connection therewith.

**Section 22. Entire Agreement.** The Master Agreement and this Participating Agreement set 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.

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