

## AGREEMENT

By and between

**CUYAHOGA COUNTY, OHIO**

And

**A T & T Mobility National Accounts LLC**

THIS AGREEMENT (the "Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between Cuyahoga County, Ohio ("the County"), on behalf of the Cuyahoga County Department of Information Technology and AT&T Corp. on behalf of the entity authorized to provide Services hereunder: AT&T Mobility National Accounts, LLC ("Vendor" or "AT&T"), with offices located at, 45 Erieview Plaza #1360, Cleveland, Ohio 44114.

WHEREAS, the County has a present need for Wireless Service for twenty five (25) iPads at the Department of Children and Family Services and AT&T can provide such services; and

WHEREAS, AT&T as an authorized service provider for Wireless Services for iPads under the Master Service Agreement by and between AT&T Corp and the State of Ohio Department of Administrative Services including Service Attachment 9 (Master Agreement); and

WHEREAS, the County desires to avail itself of iPad Wireless Services pursuant to all terms and conditions set forth the Master Agreement, and AT&T is willing to provide such service to the County all upon the terms and conditions set forth in the Master Agreement.

NOW, THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AT&T and the County agree as follows:

### ARTICLE I – AGREEMENT AND TERM

1.1 Scope of Agreement. During the term of this Contract, AT&T shall provide iPad Wireless Services as listed on Schedule A - the attached quote. In the event that a discrepancy exists between the terms of Schedule A and this agreement, the terms of this agreement will be controlling and binding.

1.2 Term. The term of this Contract shall commence as of April 1, 2013 and unless earlier terminated in accordance with the provisions of the Master Agreement, shall continue in effect for one year from the date of commencement (4/1/13 – 3/31/14). This contract shall be in an

amount not to exceed Eleven Thousand Nine Hundred Ninety Seven Dollars and Zero Cents (\$11,997.00).

## ARTICLE II – SCOPE OF WORK

2.1 Rendering of Services. AT&T hereby agrees to render the iPad Wireless Services as outlined in Schedule A, at a total price which shall in no event exceed the amount of not to exceed Eleven Thousand Nine Hundred Ninety Seven Dollars and Zero Cents (\$11,997.00).

## ARTICLE III – PAYMENT AND INVOICING

3.1 Payment. During the term of this contract, the County shall pay monthly, the costs associated, upon receipt of said invoice from AT&T, including all applicable taxes, fees and surcharges, and approval of the Cuyahoga County Executive.

3.2 Invoicing. AT&T shall invoice the County for the Maintenance and Support Agreement upon execution of this agreement. AT&T shall submit original invoice(s) to the following address:

Cuyahoga County Department of Information Technology  
Business Department  
1255 Euclid Avenue, 4<sup>th</sup> floor  
Cleveland, Ohio 44115

## ARTICLE IV - INDEMNITIES AND LIABILITIES

4.1 Indemnities and Warranties. Any provisions relating to indemnities and warranties contained in the Master Agreement, shall inure to the benefit of Cuyahoga County.

## ARTICLE V - DISPUTE RESOLUTION AND TERMINATION

### 5.1 Dispute Resolution.

The terms for billing disputes herein are provided in accordance with and are subject to the terms and conditions of Section 9.2 of the Master Agreement , as if such terms were set forth herein in their entirety.

5.2 Termination for Default. The terms for Termination herein are provided in accordance with and are subject to the terms and conditions of Section 7 of the Master Agreement, as if such terms were set forth herein in their entirety.

5.3 Termination for Financial Instability. The terms for Termination herein are provided in accordance with and are subject to the terms and conditions of Section 7 of the Master Agreement, as if such terms were set forth herein in their entirety.

## ARTICLE VI – MISCELLANEOUS

6.1 Notices. Wherever one party is required or permitted to give notice to the other pursuant to this Contract, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

In the case of the County:

Cuyahoga County Department of Information Technology  
ATTN: Michael Young  
1255 Euclid Avenue, 4th Floor  
Cleveland, Ohio 44115

In the case of AT&T :

A T & T

Attn: Rebecca Roberts, GAE  
45 Erieview Plaza #1360  
Cleveland, Ohio 44114

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

6.2 Severability. The terms for Severability herein are provided in accordance with and are subject to the terms and conditions of Section 1.9 of the Master Agreement, as if such terms were set forth herein in their entirety.

6.3 Waiver. The terms for Severability herein are provided in accordance with and are subject to the terms and conditions of Section 1.1 of the Master Agreement, as if such terms were set forth herein in their entirety.

6.4 Survival of Terms. The terms for Survival of Terms herein are provided in accordance with and are subject to the terms and conditions of Section 1.10 of the Master Agreement , as if such terms were set forth herein in their entirety.

6.5 Headings and Interpretation. The article and section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof.

6.6 Governing Law. This Contract shall be subject to interpretation under the laws of the State of Ohio.

6.7 Social Security Act. The terms for the payment of Social Security are provided in accordance with and are subject to the terms and conditions of Section 3.2 of the Master Agreement , as if such terms were set forth herein in their entirety.

6.8 Assignment. The terms for Assignment herein are provided in accordance with and are subject to the terms and conditions of Section 3.7 of the Master Agreement, as if such terms were set forth herein in their entirety.

6.9 Commencement of Contract Performance. In order to protect the interest of Cuyahoga County this contract must be executed by the Cuyahoga County Executive before compensation for the services or products set forth in this contract can be provided. In the event that services are provided by AT&T prior to the execution of this agreement by the Cuyahoga County, the same will be provided at AT&T's risk, and payment therefore cannot, and will not, be made unless and until this agreement is approved by the Cuyahoga County. Upon approval by the County Executive of this contract, however, any and all prior performance under this contract shall be deemed ratified and said performance shall be deemed to be included in this contract. Payment(s) for said prior performance shall not increase the amount of the contract limit.

6.10 Entire Agreement and Modification. This Contract, including any Schedules and documents referred to in this Contract or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Contract which are not fully expressed herein. No modification, change or amendment hereof shall be valid unless such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced. The Parties acknowledge and agree that in the event of a conflict between the terms contained in this Agreement and the Master Agreement, The following order of precedence will control: this Agreement; and then, the Master Agreement, including Service Attachment 9.

6.11 Force Majeure The terms for Force Majeure herein are provided in accordance with and are subject to the terms and conditions of Section 3.1 of the State of Ohio Master Agreement , as if such terms were set forth herein in their entirety.

## ARTICLE VII – ADHERENCE TO ELECTRONIC SIGNATURE POLICY OF COUNTY

7.1. Electronic Signature. By entering into this Contract, AT&T, its officers, employees, subcontractors, sub-grantees, agents or assigns, to conduct this transaction by means electronic by agreeing that all documents requiring county signatures may be executed by electronic means, and that the electronic signatures affixed by Cuyahoga County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the original document. Cuyhoga County warrants that such electronic signatures will be provided by those authorized to affix such signatures.

7.2 Compliance with O.R.C AT&T further agrees to be bound by the provisions of Chapter 304 and 1306 of the Ohio Revised Code as they pertain to Electronic Transactions and to comply with the electronic signature policy of Cuyahoga County.

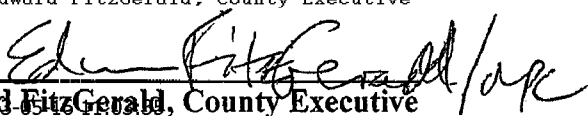
THIS AGREEMENT shall be subject to interpretation under the laws of the State of Ohio, and is subject to the review of the County Prosecutor's Office as to legal form and correctness.

IN WITNESS WHEREOF, THE County and AT&T have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written.

**AT&T Mobility National Accounts LLC**

**Cuyahoga County, Ohio**

BY:   
Matthew H. Phillips, Assoc. Dir., Compliance

Edward FitzGerald, County Executive  
BY:   
Edward FitzGerald, County Executive

## Schedule A

**Cuyahoga County****Executive Summary Voice**

Total Data Lines

One Time Total Equipment Estimate

**Wireless Equipment****Price**

25

\$0.00

**One Time Price**

Existing LTE iPads

\$0.00

**Wireless Service - No Domestic Roaming/LD Charges - No Early Termination Fee****Monthly  
Recurring****Summary of Procurement****Description****Unit Cost****Number****One Time  
Cost****Monthly  
Recurring****Annual  
Total****Total**

Existing LTE iPads

\$0.00

25

\$0.00

\$0.00

\$0.00

LTE 5G Data Plan

\$37.50

25

\$0.00

\$937.50

\$11,250.00

Activation Fee

\$0.00

25

\$0.00

\$0.00

\$0.00

Early Termination Charge

\$0.00

25

\$0.00

\$0.00

\$0.00

**Average Monthly Recurring Data Costs****\$0.00****\$937.50****\$11,250.00****Optional**

LTE Unlimited Data Plan

\$39.99

25

\$0.00

\$999.75

\$11,997.00

Pricing subject to final approval, is net of all modifiers and discounts and does not include any federally mandated charges

Pricing is contingent on The County's participation off of the WSCA 3 master cooperative purchasing agreement

**OFFER EXPIRATION - 28 February 2013****Agreement Highlights:**

\*No commitment, month-to-month contract

\*Subject to terms and conditions of WSCA

\*25% discount on voice &amp; data plans

\*30% discount on accessories

\*No activation or termination fees on monthly recurring charge

\*30 day equipment return policy (standard shipping is 2 business days; some devices charge restock fees)

\*17% discount for all government employees on personal AT&amp;T mobility service

\*Premier web site for managing account on-line will be set up with secure access for authorized users