



Quote Date	4/15/2011
Quote Number	GCO41511
Quote Expires	6/30/2011
Prepared By	Marc Giroux
Preparer Phone	858-882-8173

BILLING DETAILS		SHIPPING DETAILS	
Company	Gila County Sheriff	Renewal TAP # 100-0-121 SO# 33135-1	
Billing Address	POB 311 1100 South Street Globe, AZ 85502		
Contact	Chief Admin Claudia DalMolin		
Phone	928-402-8572	Shipping Method	Ground
Email	cdalmolin@co.gila.az.us	Est. Ship Date	TBD
		Target Install Date	TBD

HARDWARE INFORMATION (Non-recurring costs)				
QUANTITY	DESCRIPTION	Part #	PRICE	TOTALS
Hardware sub-total:				\$0.00

SERVICE INFORMATION (Monthly recurring costs)					
QUANTITY	SERVICE TYPE--(Primary, Redundant, Temporary)	MB	TERM	PRICE	TOTALS
1	1544Kbps download x 512Kbps upload (Backup). Additional price per MB \$1.40 with a monthly cap of \$7,000	600	12 mo.	\$275.00	\$3,300.00
2	DID number's provided to Gila County \$25.00 per DID per month		12 mo.	\$25.00	\$600.00
	Customer will have the availability to switch to Primary service should a disaster occur for a minimum of 30days. 1544Kbps download x 512Kbps upload at a cost of \$1500 per month with a 5GB MVG				
1	VOIP 500 Included Minutes per Month (overage fee's \$.55 per minute). Will have the ability to turn on when Primary service is added for a minimum of 60days at a cost of \$180 per month.				
QUANTITY		RESPONSE TIME		PRICE	TOTALS
Monthly charge sub-total				\$325.00	
Service Sub-total:					\$3,900.00

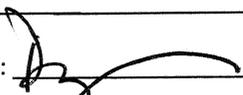
INSTALLATION DETAILS	
Additional Details	Backup plan provides 600MB monthly usage. Additional MB are \$1.40 each per month with a monthly cap of \$7,000

PAYMENT TERMS:		SUBTOTAL:	\$3,900.00
PROPOSAL OVERVIEW: Renewal of SO # 33135 starting July1, 2011 through June 30, 2012. Tachyon to provide voice communication services via satellite to Gila County for 12months. Site will have the option to switch to primary service with a minimum of 30days.		Estimated Installation:	\$0.00
		Estimated Shipping & Handling:	\$0.00
		ORDER TOTAL:	\$3,900.00

All prices stated herein are US Dollar amounts.
 All Quotations and acceptance of orders are based on Tachyon, Inc. terms and conditions of sale.
 Hardware is FOB. San Diego, CA. All Taxes, Duties and Freight are not included.

I agree that the information above is correct and I wish to proceed with this order.

Signed by Client: _____ Print Name: _____ Date: _____

Accepted by Tachyon:  Print Name: Dan Wegman Date: 4/27/11



SERVICES AGREEMENT

This Services Agreement, dated _____, 2011, ("Agreement") is entered into between Tachyon Networks Incorporated, a Delaware corporation having an office at 9339 Carroll Park Drive, #150 San Diego, CA ("Tachyon"), and Gila County Sheriff's Office a Public Entity having its principal place of business at 1100 South Street, Globe, AZ 85501 ("Customer").

1. CPE and Services. Tachyon shall provide Customer with two-way satellite-based broadband network access service(s) ("Communications Services"), customer premises equipment ("CPE") for use with the Communications Services (including associated software and firmware), maintenance services ("Maintenance Services") and other associated professional services ("Professional Services," and collectively with Communications Services and Maintenance Services, the "Services") that Customer may order from time to time pursuant to an accepted Service Order (as defined in Section 2 below).

2. Orders. The prices, quantity and details of the Services and CPE to be purchased by Customer and provided by Tachyon will be described in orders submitted by Customer and accepted by Tachyon from time to time. Service Orders not rejected within ten (10) days of receipt by Tachyon shall be deemed accepted. All Communications Services to be provided Customer under an accepted Service Order are subject to a minimum one (1) year term commitment, or such longer-term commitment as set forth in an accepted Service Order, commencing on the date of Communications Services activation.

3. Term. This Agreement shall continue in effect until the second (2nd) anniversary of the date hereof unless earlier terminated in accordance with the provisions of this Agreement ("Initial Term"). Service Orders issued and accepted by Tachyon shall upon the expiration of the applicable service term automatically renew on an annual basis unless Tachyon or Customer provides the other party with written notice of its intent not to renew at least sixty (60) days prior to the expiration of the then current month. In the event that the Initial Term or any renewal term of this Agreement expires during the term commitment set forth in any outstanding Service Order(s) accepted by Tachyon, the term of this Agreement shall be extended until the expiry of such Service Order(s).

4. Service Level Agreement. Tachyon will provide the Communications Services to Customer as described in and in accordance with the specifications set forth in the service level agreement attached hereto and incorporated herein ("Service Level Agreement").

5. Installations, Delivery and Activation. Customer shall timely provide Tachyon with delivery instructions and site installation information (if applicable) regarding CPE. Customer agrees to the shipment and receipt of CPE and the initiation of Services on the dates specified in the applicable Order. Customer requested delays in deployment shall not relieve Customer from payment for CPE and Services as specified in the applicable Order. Tachyon shall not be responsible for delays in the installation or the initiation of Services caused by Customer's failure to fulfill any of its obligations pursuant to a Service Order. Except to the extent explicitly stated otherwise in a Service Order, arrangements for the connectivity of CPE to any

local area network shall be the sole responsibility of Customer. Customer acknowledges that the CPE is being acquired for its own use and does not constitute a part of Tachyon's network infrastructure or wiring.

6. Invoicing and Payment. Except to the extent explicitly stated otherwise in an Order, Tachyon will invoice Customer and payment shall be due and payable as follows:

- a. for CPE, invoicing will occur upon acceptance of a Service Order for such CPE and payment shall be due and payable at least one (1) business day prior to scheduled date for shipment of such CPE;
- b. for Communications Services and Maintenance Services, invoicing will occur monthly (and in the case of the initial period, upon the earlier of the date specified in the Service Order or the establishment of a connection to the Tachyon network) and payment shall be due and payable within thirty (30) days of the date of such invoice; and
- c. for Professional Services, invoicing will occur promptly upon the provision of such services and payment shall be due and payable within thirty (30) days of the date of such invoice.

To the extent that the nature of the service is such that it cannot be invoiced in advance (services bearing usage sensitive charges, etc.), amounts due for such services will be billed monthly in arrears with payment due and payable within thirty (30) days of the date of such invoice. All prices for CPE are FOB (San Diego, CA). To the extent that Customer requests Tachyon to deliver CPE to a Customer designated site, Tachyon will ship and insure such CPE on Customer's behalf and all fees and expenses for such shipment shall be included in the invoice for the CPE. All payments by Customer must be made in U.S. Dollars and delivered to the name and address designated on the invoice or such other name and address as Tachyon may direct in writing from time to time, without set-off, counterclaim or deductions by Customer for other claims. To the extent that Customer disputes any amount invoiced by Tachyon, Customer shall prior to the date upon which payment is due for such disputed amount provide Tachyon a written request for an adjustment with supporting documentation. Any amount not so disputed prior to the payment due date, shall remain due and payable in accordance with the invoice.

7. Service Credits. To the extent that credits are due to Customer under the terms of an applicable Service Order and Service Level Agreement ("Service Credits"), Tachyon will apply such credits to the next invoice provided to Customer within thirty (30) days of the end of the month following the date of the reported incident. In no event will Customer be entitled to a service credit or refund in connection with any termination, cancellation, or suspension of Services due to a material breach by Customer of this Agreement or for any Service interruptions due to force majeure or Government requests for suspension of the Service.

8. Late Payment. All unpaid balances shall accrue interest from the due date until paid at the rate of the lesser of one and one-half

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percent (1½%) per month or the then-highest interest rate permissible under applicable law. Customer acknowledges that such late payment charge is reasonable under all circumstances existing as of the date hereof.

9. Collection. In the event Tachyon employs the services of a collection agency or attorneys for collection of charges due under this Agreement, Customer shall be liable for all costs of collection and legal proceedings including reasonable attorneys' fees and costs incurred by Tachyon in prosecuting such proceedings and appeals.

10. Taxes. Customer agrees to pay and is solely responsible for any taxes, charges, surcharges, levies, duties, tariffs, fees and similar liabilities that may be asserted by any local or state government, federal department or agency or foreign government ("Government Entity") as a result of Customer's use of and/or payments for the Tachyon CPE and Services, including interest, penalties and late fees levied by any Government Entity (the "Taxes"). Customer hereby indemnifies and agrees to hold Tachyon harmless from and against all Taxes, which become due, or may become due, by virtue of this Agreement.

11. Payment Assurance. Customer acknowledges and agrees that Tachyon shall have the right to suspend the shipment of CPE, the provision of any and all Services provided under this Agreement, and decline to accept Orders, in the event Customer fails to make timely payment for any CPE or Services. In addition, Tachyon reserves the right to impose additional commercially reasonable requirements upon Customer to ensure Customer's timely payment of applicable charges, including the right to require advance payment of monthly fees as a condition for continuation of any and all Services. Tachyon reserves the right to de-install and remove CPE in the event of non-payment for CPE by Customer, and Customer agrees to cooperate with Tachyon in such de-installation and removal.

12. Notices. All notices required to be given in connection with this Agreement or any Service Order hereunder shall be delivered in writing to the address designated in the applicable Service Order, or to any other address as a party may designate in writing, by one or more of the following means, and such notice shall be deemed delivered as and when specified unless proved otherwise: (i) if by registered mail, three (3) business days after the notice's deposit in the mail, (ii) if by overnight delivery service, on the day following deposit with the delivery service, (iii) if by email, when receipt is acknowledged by return email, (iv) if by facsimile, on the date of transmission confirmation, or (v) if by hand delivery, on the date of hand delivery.

13. Protection of System. Tachyon reserves the right to: (a) turn off any CPE operating on Tachyon's network for an indefinite period in order to comply with Government Entity requests; (b) monitor electronically any Tachyon Services, access, record, store and disclose any information displayed, stored, distributed or transmitted through the Tachyon network as requested by any Government Entity; (c) to the extent required by law, intercept traffic on the network and route it to government law enforcement agencies; and (d) suspend or deny Service to any CPE found to be interfering with satellite communications.

14. Unauthorized Use. Customer shall not use, or attempt to use, the CPE or Service for any Unauthorized Purpose. "Unauthorized Purpose" as used herein includes: (a) obtaining access to or use of the Service with intent to avoid payment, in whole or in part, of

charges due, (b) access to, use of, alteration of, or destruction of the data files, programs, procedures, or information associated with the CPE, (c) use of the CPE or the Service which causes or contributes to any malfunction or outage, (d) re-distribution, re-sale or re-marketing of the CPE; or (e) use of the CPE or the Service for any purpose or in any manner which directly or indirectly violates the law or aids in any unlawful act or undertaking. Tachyon shall have no responsibility either express or implied for any charges, damages, or consequences for the fraudulent use of Tachyon's CPE and/or Services. By using the Tachyon CPE and/or Services, Customer expressly accepts all responsibility, financial and otherwise, for the use and control of the Tachyon CPE and Services. In addition, Customer acknowledges and agrees to comply with Tachyon's Acceptable Use Policy.

15. Compliance with Agreement and Laws. Customer and Tachyon agree to comply with the provisions of this Agreement and all applicable laws and regulations in connection with their respective activities and performance of their obligations under this Agreement.

16. Permits and Licensing. Customer shall be responsible for obtaining, at its expense, whatever local permits and authorizations may be required for any particular site (e.g., building authority permits for roof-top installations) and shall comply with all operational guidelines and requirements related thereto. Tachyon shall be responsible for obtaining and maintaining, at its expense, from the national telecommunications or other authorities any necessary licenses or permissions for provision of its Services.

17. Confidentiality. Tachyon and Customer may have access to information that is confidential to the other party ("Confidential Information"). Confidential Information will include (i) all information clearly identified in writing at the time of disclosure as confidential, (ii) all information disclosed orally that either is identified as confidential or that a reasonable person at the time of disclosure reasonably would assume, under the circumstances, to be Confidential Information and (iii) the terms and conditions of this Agreement. Confidential Information will not include information that (i) is or becomes a part of the public domain through no act or omission of the other party or wrongful conduct by a third party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iv) is independently developed by the other party. In addition, nothing in this section will be construed so as to prohibit disclosure of Confidential Information to the extent required by law or valid order of a court or other governmental authority; *provided, however*, that the responding party will first have given notice to the other party and will have made a reasonable effort to restrict the scope of disclosure to the extent reasonably possible. Tachyon and Customer agree to hold each other's Confidential Information in confidence and not disclose such Confidential Information to any third parties (other than legal or financial advisors which are bound by a written confidentiality agreement) by using the same degree of care that it takes for its own information of a similar nature, during the term of this Agreement and for a period of three (3) years after expiration or termination of this Agreement; *provided, however*, that with respect to any Confidential Information of either party reasonably deemed a trade secret under applicable law, the restrictions in this section will continue for so long as, and to the

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extent that, such Confidential Information remains a trade secret, if such a period is longer than otherwise set forth herein.

18. Intellectual Property License. Customer acknowledges and agrees that use of the Tachyon CPE and Services, including without limitation, use of any equipment, hardware, software, source or object code, documentation or other materials provided by Tachyon in connection with the Tachyon CPE and Services, does not confer upon Customer any rights in such CPE or Services other than the usage rights expressly granted in this Agreement, including, without limitation, any rights under patent, trademark, copyright or trade secret law. Upon payment of the applicable CPE and Services prices, and subject to the terms and conditions of this Agreement and any applicable Service Order(s), Tachyon hereby grants to Customer a non-exclusive, non-transferable, perpetual right to use: (i) the firmware and other software embedded in the CPE ("Licensed Software") solely as such Licensed Software is integrated in the CPE; and (ii) any associated documentation. Other than the rights expressly granted in the preceding sentence, Tachyon grants to Customer no other rights, express or implied in the Licensed Software and associated documentation. Customer shall not alter, modify or adapt the CPE or any part of the CPE, including but not limited to translating, decompiling, disassembling, reverse engineering or creating derivative works or products. Customer shall not copy any Licensed Software, nor sublicense, assign or transfer whether through a network, service bureau, lease, loan, or other means, the CPE, its Licensed Software or associated documentation, or any derivative work or copies thereof, in whole or in part.

19. Infringement Indemnification. Tachyon agrees to defend Customer and pay any and all amounts payable under any judgment or verdict finally awarded, or agreed to in a settlement, to the extent resulting from any third party allegation against Customer that the CPE or Services directly infringe such party's United States patent, copyright or trademark or misappropriate such third party's trade secret. Should Customer's use of CPE or Services be determined to have infringed, or if, in Tachyon's judgment, such use is likely to be infringing, Tachyon may, at its sole option and discretion: (i) procure for Customer the right to continue using such systems, materials or work performed or (ii) replace or modify them to make their use non-infringing while yielding substantially equivalent results. If neither of the above options is or would be available on a basis that Tachyon finds commercially reasonable, then Tachyon may terminate this Agreement, Customer will return such infringing materials to Tachyon and Tachyon will refund to Customer the fees paid for such infringing materials less depreciation based on a five (5) year straight line method. This section contains Tachyon's sole obligation and liability, and Customer's sole and exclusive remedy, for infringement claims arising in connection with CPE and Services provided hereunder. The foregoing does not cover claims to the extent arising from: (i) the combination of the CPE or Services with equipment or intellectual property not provided by Tachyon; (ii) the modification of CPE or Services by any person or entity other than Tachyon or its authorized agents; or (iii) the Unauthorized Use of the CPE or Services. Notwithstanding anything to the contrary, Tachyon's obligations to Customer under this Agreement for third party infringement claims will be subject to the following conditions: (i) Customer gives Tachyon prompt written notice of the claim; (ii) Tachyon has sole control of the defense and settlement of the claim

(including selection of counsel); and (iii) Customer gives Tachyon, at Tachyon's reasonable expense, information reasonably available and assistance reasonably necessary to facilitate the settlement or defense of such claim and, to the extent permitted by law, Customer makes any defenses available to it available to Tachyon.

20. Professional Services And Maintenance Services Warranty.

Tachyon warrants for ninety (90) days from the performance of any Professional Services or Maintenance Services by Tachyon pursuant to this Agreement that such services shall be performed in a professional and workmanlike manner consistent with generally accepted industry standards. Customer must report to Tachyon in writing any breach of warranty with regard to the Professional Services or Maintenance Services arising during the relevant warranty period, and Customer's sole and exclusive remedy and Tachyon's entire liability therefor shall be either to re-perform (at no extra cost to Customer) the Professional Services or Maintenance Services or to refund to Customer the pro rata portion of the fees paid to Tachyon hereunder allocable to the nonconforming Professional Services or Maintenance Services.

21. CPE Warranty. Tachyon warrants that the CPE sold under this Agreement shall be free from defects in material or workmanship for a period of one (1) year from the date of initial installation of such CPE as a new product. In the event of such a defect, Customer's sole and exclusive remedy shall be to return at Customer's expense the defective CPE to Tachyon and Tachyon's sole obligation and liability shall be at its option to either repair or replace the defective CPE and return such CPE to Customer at Tachyon's expense. The above warranty shall be void if: (a) the CPE, has been subjected to physical or electrical stress, misuse, neglect, accident or abuse, or damaged by any other external causes as reasonably determined by Tachyon; or (b) has been repaired or altered by anyone other than Tachyon or Tachyon's authorized subcontractors or affiliates, without Tachyon's express and prior written approval.

22. Communications Services Warranty. Customer understands that the Communications Services are provided on a shared network basis and are quoted as maximum burst rate services subject to applicable monthly volume thresholds. To the extent that the Communications Services fail to meet the applicable service performance parameters as specified in the applicable Service Level Agreement, Tachyon shall undertake commercially reasonable efforts to correct such failure, provided that (i) such failure can be reproduced by Tachyon, and (ii) the cause is within Tachyon's reasonable control. If a performance failure occurs that is within Tachyon's reasonable control, and Tachyon is unable to correct such failure within the time periods set forth in the Service Level Agreement, then Customer's sole and exclusive remedy and Tachyon's entire liability to Customer shall be to extend Service Credits to Customer's account for such service outages. Failure to meet the parameters set forth in the Service Level Agreement shall not be a material breach of this Agreement.

23. **DISCLAIMER OF WARRANTY. EXCEPT AS SPECIFICALLY SET FORTH ABOVE TACHYON DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. TACHYON DOES NOT WARRANT THAT THE SERVICES OR CPE INCLUDING CUSTOMER CONNECTIONS WILL PERFORM**

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AT A PARTICULAR SPEED, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

24. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, LOSS OF USE, LOSS OF ANTICIPATED PROFITS, LOSS OF GOODWILL OR ANY OTHER FINANCIAL OR ECONOMIC LOSS OF ANY KIND WHATSOEVER) IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. THE AGGREGATE LIABILITY OF TACHYON TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT SHALL BE THE LESSER OF: (A) DOUBLE THE CUSTOMER'S MINIMUM MONTHLY RECURRING REVENUE COMMITMENT AT THE TIME THE CLAIM ARISES, OR (B) THE AGGREGATE AMOUNT PAID TO TACHYON BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE CLAIM IN THE THREE (3) MONTHS PRECEDING THE DATE OF SUCH CLAIM.

25. Default. Either Party may be declared in default of this Agreement if it breaches any material provision hereof, including, without limitation, failure to pay when due, and fails within thirty (30) days after receipt of written notice of default (the "Cure Period") to correct or cure such default. Either party shall be in default hereof if such party becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in Bankruptcy is filed with respect to such party and is not dismissed within thirty (30) days.

26. Termination for Cause. In the event a default is not cured within the Cure Period, the non-defaulting Party shall have the right to terminate this Agreement with immediate effect by giving written notice to the other Party and pursue any and all rights and remedies available under applicable law. If Customer fails to make full payment within the Cure Period, Tachyon may without further notice to Customer suspend or cancel the provision of any or all CPE or Services to Customer without prejudice to any other rights or remedies Tachyon may have hereunder or under any Service Order for such default by Customer.

27. Early Termination Charges. If Customer ceases performing under this Agreement before the expiration of the Initial Term or any renewal term hereof for reasons other than a termination for cause by Customer, Customer shall pay Tachyon, in addition to any amounts due and owing for CPE and Services provided to Customer but not yet paid for, a termination charge equal to the monthly recurring charges for the Communications Services multiplied by the number of months remaining in the unexpired term for each outstanding Service Order. The parties agree that it is difficult to quantify the damages to Tachyon if such a termination were to occur and that the termination charges agreed to by the parties constitute a reasonable estimate of the damages that Tachyon would incur under such circumstances.

28. Force Majeure. Neither Tachyon or Customer shall be liable to the other should its performance under this Agreement be prevented, restricted or interfered with by reason of any circumstance or event beyond the reasonable control of the party so affected. A force majeure event includes (i) acts of God, such as fire, flood, earthquake or other natural cause; (ii) terrorist events,

riots, insurrections, war or national emergency; (iii) strikes, boycotts, lockouts or other labor difficulties; (iv) the lack of or inability to obtain permits or approvals, necessary labor, materials, energy, components of machinery, telecommunication ground failures; (v) partial or total satellite or transponder failure, and (vi) judicial, legal or other action of any Government Entity.

29. Export Control. The CPE and Services to be purchased by Customer under this Agreement may be subject to U.S. export control laws and export or import regulations in other countries. Customer agrees to comply strictly with all such laws and regulations and acknowledges that it has the responsibility to obtain such licenses to export, re-export or import as may be required.

30. Assignment. Neither Party shall assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any assignment or delegation without such consent shall be null and void.

31. Amendment. This Agreement may not be modified, altered or amended except by written instrument duly executed by both Parties.

32. Waiver. The waiver or failure of either Party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

33. Severability. If any provision of this Agreement or any Order hereunder is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement and/or Order shall be valid and enforceable to the maximum extent possible.

34. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the California, without reference to its conflict of law provisions.

35. Entire Agreement. This Agreement, any applicable Service Order(s) and the Exhibits attached hereto and incorporated herein by this reference, set forth the entire understanding of the Parties with respect to the subject matter of this Agreement and supersede all prior agreements or understandings pertaining to the subject matter hereof. In the event of any conflict or inconsistency between the provisions of this Agreement and any related Service Order or accompanying terms and conditions, the provisions of this Agreement shall govern.

By mention Attachment "A" becomes a binding part of the service agreement.



IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives to execute this Agreement on the date hereof.

TACHYON NETWORKS INCORPORATED

Dan Negroni
Authorized Signature

Dan Negroni
Printed Name

VP. Sales & Marketing
Title

4.27.2011
Date

DATED THIS _____ DAY OF _____, 2011

GILA COUNTY

BY _____
MICHAEL A. PASTOR, CHAIRMAN
BOARD OF SUPERVISORS

JOHN R. ARMER,
GILA COUNTY SHERIFF

ATTEST:

CLERK OF THE BOARD

County Attorney/ Deputy County Attorney

ATTACHMENT "A"

Anti-Terrorism Warranty: Pursuant to A.R.S. §35-397 the Supplier certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

Legal Arizona Workers Act Compliance: Firm hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Firm's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Firm shall further ensure that each subcontractor who performs any work for Firm under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Firm and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Firm's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Firm to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Firm shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to County approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Firm shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Cancellation: This agreement is subject to cancellation pursuant to A.R.S. §38.511.