



# DEDICATED INTERNET ACCESS SERVICE AGREEMENT

For Customer Service Call: 1-800-726-2575

NS600 Revised 1.17.2005

## NETWORK SERVICES BUSINESS REPRESENTATION

Agent / Retention Manager:	<b>Scott Madison</b>	<b>SM365</b>	<b>775-851-2600</b>
Agent Name:	<b>Lance Torgerson</b>	<b>LT24-7</b>	<b>775-853-3268</b>

## ACCOUNT INFORMATION (Please provide a separate Technical Form for each Service Location) Please note that the fields in sections I, II, and III are required

COMPANY INFORMATION				BILLING INFORMATION (if different than company information)			
I. Company Name (Service Company Name)  Gila County / Hayden				II. Bill To:			
Company Address 510 Velasco Ave				Street			
City Hayden		State AZ	Zip Code 85235	City		State	Zip Code
Contact Person Yodona Pennell		Phone Number 928-402-8769		Billing Contact Person		Billing Contact Phone Number	
Contact Fax Number		Contact Email Address ypennell@gcldaz.org		III. REQUIRED FOR ALL: Legal Company Name Gila County			

## ACCOUNT DETAIL INFORMATION

Average Monthly Usage	Monthly Revenue Commitment (MUC)	<input type="checkbox"/> New Account <input checked="" type="checkbox"/> Existing Account		Account # <b>A000154</b>	Tax Exemption (send certificate)		
				Federal: <input checked="" type="checkbox"/>	State: <input checked="" type="checkbox"/>		
Migrating service from AT&T or AT&T reseller? <input type="checkbox"/> Yes <input type="checkbox"/> No				*If yes, existing AT&T service is <input type="checkbox"/> Dedicated (and/or) <input type="checkbox"/> Switched			

## BILLING OPTIONS

<input checked="" type="checkbox"/> STANDARD BILLING (Single Account Billing)			
<input type="checkbox"/> MULTI-ACCOUNT BILLING (Please provide separate Service Agreements for Each Account) Multi-Account Service Option: <input type="checkbox"/> 1 <input type="checkbox"/> 2    Headquarters Account Name (Company):			
<input type="checkbox"/> CORPORATE BILLING: Corporate Billing Option: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 Corporate Billing: Is the above Service address the Headquarters Location? (Y/N):      Corporate Billing: Location #      of			

Billing Report Options (please provide supporting paperwork):

## SERVICE TERM AND PROMOTIONS

Term Plans (MTM)		<input checked="" type="checkbox"/> 12 Mo.		<input type="checkbox"/> 24 Mo.		Or		<input type="checkbox"/> 36 Mo	
Access Type: (Unit)	T1.5 <input checked="" type="checkbox"/> -OR- T-3 <input type="checkbox"/>	# Of Units: (T-1s or T-3s)	1		Service Type:	<input checked="" type="checkbox"/> Total		-OR- <input type="checkbox"/> Baseline	
Internet T-1 Loop		100.00							
Internet T-1 Port		280.00							
<b>TOTAL Net Monthly Charge for Access</b> (Qty Units x net monthly Unit charge)		<b>\$380.00</b>						<input type="checkbox"/>	

\$ Change + or - \$100 per year. USF and Fed. State and local taxes.

**Renewal**  
Start Date 7-1-2012

## DEDICATED SERVICE REQUEST SUMMARY (Please complete the Technical Specifications Form with Service Details)

<input type="checkbox"/>	
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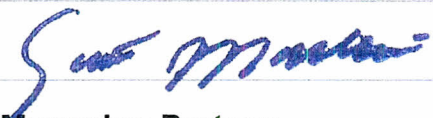
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**SIGNATURE BELOW BY YOUR AUTHORIZED REPRESENTATIVE IS YOUR CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**

The Customer acknowledges pursuant to the terms of this Agreement, Network Services shall provide a dedicated internet access circuit(s) through their contracted provider. As payment for the services provided Customer by Network Services under this Agreement, Customer shall remit payment of the circuit line fees and other charges as set forth herein; Network Services shall bill monthly in advance and customer shall pay its bill no later than the 10<sup>th</sup> of the current month. Returned or un-honored checks shall be subject to a service charge equal to one and one-half percent of the invoiced amount. Customer shall also pay any and all taxes, universal services fees and other similar charges applicable to the Service. In addition to any other remedies available at law or in equity to Network Services, Network Services shall be entitled to recover from Customer Network Service's reasonable attorneys' fees and court costs incurred as a result or in connection with any breach of this Agreement by Customer. A complete copy of the terms and conditions of this Agreement will be provided upon request. Network Services in its sole judgment, may terminate this Agreement and Customer's right to use or access the Circuits if Customer: (a) breaches any terms of this Agreement: (b) fails to pay any amount due Network Services by the due date for such payment.

Customer authorizes Network Services to request a credit report from a credit-reporting agency in connection with this agreement. Customer understands that upon request Network Services will advise if a credit report was requested and provide the name and address of the credit agency furnishing the credit report.

***Attachment "A" by mention is made a binding part of this agreement as set forth herein.***

Customer		Network Services	
Name (Printed)		Name (Printed)	<b>Scott Madison</b>
Signature (x)		Signature (x)	
Company Name	Gila County	Title	<b>Managing Partner</b>
Title		Date	2-13-12
Date		SPIN 143029752	

**Approved as to form**

\_\_\_\_\_  
Gila County Attorney

\_\_\_\_\_  
Date



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### ATTACHMENT "A"

#### Gila County Contractor Standard Terms and Conditions Addendum

**A. Addendum Applicability:** Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum are a condition precedent to entering into a contractual relationship with Gila County.

**B. Contract Defined:** As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.

**C. Contractor Defined:** As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.

**D. Relationship of the Parties:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

**E. Non-Appropriations Clause:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

**F. Hold Harmless/Indemnification Clause:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.



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**G. Entire Contract Clause:** The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

**H. Non-Waiver of Enforceability:** Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

**I. Severability:** *If any provision of this Agreement is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.*

**J. Governing Law:** Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

**K. Cancellation:** This contract is subject to the cancellation provisions of A.R.S. §38-511.

**L. Anti-Terrorism Warranty:** Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) the Contractor 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.

**M. Legal Arizona Workers Act Compliance:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §§ 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor 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 Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor'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 Contractor 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, Contractor 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 as soon as possible so as not to delay project completion.

Contractor 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."