

**EXHIBIT A – PARTICIPATION AGREEMENT TEMPLATE**

PARTICIPATION AGREEMENT COVER PAGE

SELLER: AT&T Mobility National Accounts LLC  
CONTRACT NUMBER: 85657886  
Sourcewell Contract Number: 080119-ATT  
Member ID Number: 77354

Boone County Regional Sewer District			
Member Legal Name ("Member")		D/B/A	Main Telephone Number
1314 N 7th St	Columbia	MO	65201
Street Address	City	State	ZIP Code
Primary Contact Name and Email Address		Primary Contact Telephone Number	
If applicable, Governmental entity of _____			

**Agreement:** This Participation Agreement between Member, on behalf of itself, and AT&T Mobility National Accounts LLC. ("AT&T"), 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 terms and conditions posted or incorporated by reference on the AT&T Sourcewell Program Website and the relevant Sales Information and (e) all AT&T materials incorporated by reference in the foregoing, including, without limitation those documents referenced in §3 (collectively, the "Participation Agreement").

**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").**

Boone County Regional Sewer District:  By (Authorized Signature): _____  Print Name and Title of Person Signing: _____  Date: _____
<b>AT&amp;T Mobility National Accounts LLC</b> , on behalf of itself and its service providing Affiliates:  By (Authorized Signature): _____  Print Name and Title of Person Signing: _____  Date: _____

PARTICIPATION AGREEMENT STANDARD TERMS

SELLER: AT&T Mobility National Accounts LLC  
CONTRACT NUMBER: 85657886  
Sourcewell Contract Number: 080119-ATT  
Sourcewell Member ID Number: 77354

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

Name: Boone County Regional Sewer District  
Address: 1314 N 7th St, Columbia, MO 65201  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Federal Tax ID: \_\_\_\_\_

2. **Background.**

2.1 AT&T and Sourcewell entered into that certain Master Contract with Sourcewell dated \_\_\_\_\_, (as now or hereafter amended, restated or otherwise modified, the "Contract") (at times, the Contract and the Participation Agreement referred to collectively as the "Agreement").

2.2 Member is a governmental agency and/or a "Member" as defined under the Agreement that wants to obtain Service from AT&T in connection with the Contract.

3. **Agreement.** AT&T and Member hereby agree to the terms and conditions of (i) the Contract; (ii) applicable terms and conditions posted or incorporated by reference on the AT&T Sourcewell Program Website and the relevant Service Publications for the Services that Member has selected. Access to the Contract is available at [www.Sourcewell.com](http://www.Sourcewell.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. **Adoption of Agreement.** Member acknowledges and agrees that it is participating pursuant to the Agreement.

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

6. **Representations and Warranties.** Member hereby represents and warrants that (i) it is a member in good standing of Sourcewell 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.

7. **Term.** The term of this Participation Agreement will run concurrently with the term of the Contract. In the event the Contract is terminated prior to the expiration of the Contract, the term of each Participation Agreement shall continue through the term identified in that Participation Agreement. Any Services identified on the AT&T Sourcewell 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.

8. **Default and Termination of Participation Agreement.** Member agrees that it will be an event of default hereunder if Member is no longer a Member under the Agreement or otherwise fails to perform or comply with any term or condition of the Agreement. See the Contract for applicable Participation Agreement termination provisions.

9. **Financial Responsibility.** Member must pay for all charges incurred under the Participation Agreement, provided that individual responsibility users (IRUs) and individuals receiving service under "subscriber paid" plans shall be individually

responsible for all such charges incurred.

**10. Termination/Cancellation Fee.** See the Contract.

**11. Good Faith Cooperation.** With respect to all marketing responsibilities set forth herein, Member 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 Member's employees aware of the available discounts offered under this Participation Agreement.

**12. Resale and Other Prohibited Uses.** Member 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.

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

**14. Equipment Payment Options.** AT&T offers installment payment options for certain Equipment that require its customers to execute a corresponding installment payment agreement. In the event Member opts to use one of these installment payment options then: (a) Member will be required to execute such an installment payment agreement; and (b) Member represents, acknowledges and agrees that its participation in the installment payment option: (i) does not violate any applicable procurement rules in effect as of the Participation Agreement Effective Date; (ii) will not disqualify AT&T from any future procurements with Member; and (iii) it has fully appropriated funds to pay the total amount charged over the complete term of the installment payment agreement.

**[NO FURTHER TEXT ON THIS PAGE]**