

## EXHIBIT A

### SERVICE TASK ORDER #\_\_\_\_ FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT

This Service Task Order #\_\_\_\_ (“Task Order”) is made and entered into as of \_\_\_\_, 201\_\_, by and between the City of Mesa, an Arizona municipal corporation (the “City”), and Mesa Unified School District #4, a political subdivision of the State of Arizona (“the “District”), and Maricopa County Community College District a political subdivision of the State of Arizona (“MCCCD”), or any two of the parties (“Participating Parties”), pursuant to that certain First Amended and Restated Intergovernmental Agreement by and between the City of Mesa, and Mesa Unified School District #4, and Maricopa County Community College District, dated June 21, 2012 (“First Amendment”). In accordance with the terms and conditions of the First Amendment, this Task Order authorizes performance of the Services described below. Except as provided in this Task Order, all provisions of the First Amendment shall remain unchanged.

1. Description of Services.

Professional Services, in support of the City and/or District's and/or MCCCD's \_\_\_\_\_ project, as set forth in the attached Scope of Work (“SOW”), dated \_\_\_\_, 201\_\_, and incorporated herein by this reference.

2. Performance Schedule.

\_\_\_\_, 201\_\_ to \_\_\_\_, 201\_\_

3. Location(s) Where Services are Performed.

\_\_\_\_\_

4. Background Security Check Required?

Yes \_\_\_\_ No \_\_\_\_ (if “No,” access shall be escorted)

5. Materials and/or Supplies Provided by Contractor.

As set forth in SOW.

6. Billing Frequency.

Monthly \_\_\_\_ Bi-weekly \_\_\_\_ Other \_\_\_\_ (upon successful completion of each phase)

7. Task Order Fee – Fixed Fee.

Fee for equipment and materials: \$\_\_\_\_\_, as set forth in the SOW.

8. Authorized Contractor Expenses.

The Task Order Fee, set forth in item 7 hereof, includes all costs associated with the Services under this Task Order, including without limitation, expenses incurred during such work. Accordingly, no party shall be entitled to reimbursement for any expenses incurred as a result of the Services performed hereunder.

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This Task Order shall be in full force and effect only after it has been approved and executed by the duly authorized officials.

**CITY OF MESA**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Alex Deshuk  
Manager of Technology & Innovation

**MESA UNIFIED SCHOOL DISTRICT #4**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Cowan  
Superintendent

**MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Margaret E. McConnell  
Assistant General Counsel

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**STATEMENT OF WORK**

**Scope:**

**Project Management:** \_\_\_\_\_ will act as Project Manager for the project.

**Fiscal Agent:** \_\_\_\_\_ will be responsible for all fiscal components of the project including materials, and accounting and record keeping. The total cost of the equipment and materials is noted above in Section 7 of this Task Order.

**Deliverables**

1.

**Costs:**

Equipment: See detail on next page.

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