

ORIGINAL



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BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS  
BOB STUMP- CHAIRMAN  
GARY PIERCE  
BRENDA BURNS  
BOB BURNS  
SUSAN BITTER SMITH

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AZ CORP COMMISSION  
DOCKET CONTROL

IN THE MATTER OF THE APPLICATION OF ) DOCKET NO. T-20861A-12-0415  
BOOMERANG WIRELESS, LLC FOR )  
DESIGNATION AS A WIRELESS ELIGIBLE )  
TELECOMMUNICATIONS CARRIER IN THE )  
STATE OF ARIZONA (LOW INCOME ONLY). )

NOTICE OF FILING  
COMPLIANCE

In compliance with Decision No. 73998, Boomerang Wireless, LLC dba enTouch Wireless, through undersigned counsel, hereby files a copy of a Revocable Use Permit, which is required to provide service in Window Rock, Arizona in the Navajo Nation.

RESPECTFULLY SUBMITTED this 9<sup>th</sup> day of September 2013.

ROSKA DEWULF & PATTEN, PLC

By

Michael W. Patten  
One Arizona Center  
400 East Van Buren Street, Suite 800  
Phoenix, Arizona 85004

Attorneys for Boomerang Wireless, LLC

Arizona Corporation Commission  
DOCKETED  
SEP - 9 2013

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1 Original and 13 copies of the foregoing  
2 filed this 9<sup>th</sup> day of September 2013 with:

3 Docket Control  
4 Arizona Corporation Commission  
5 1200 West Washington Street  
6 Phoenix, Arizona 85007

7 Copy of the foregoing hand-delivered/mailed  
8 this 9<sup>th</sup> day of September 2013 to:

9 Craig A. Marks  
10 Craig A. Marks, P.C.  
11 10645 N. Tatum Blvd, Ste 200-676  
12 Phoenix, Arizona 85028

13 Brian Bozzo  
14 Compliance, Utilities Division  
15 Arizona Corporation Commission  
16 1200 West Washington  
17 Phoenix, Arizona 85007

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By Mary Appolito

**REVOCABLE USE PERMIT**  
**Division of Economic Development**

This Permit entered into by and between the Navajo Nation, hereinafter called the Permitter, whose address is Division of Economic Development, P.O. Box 863, Window Rock, Arizona 86515, and enTouch Wireless, hereinafter called Permittee, whose address is PO Box 37 Hlawatha, IA 52233. In accordance with the provision of 25 U.S.C. § 415(e), as amended, and as implemented by the regulations contained in the Navajo Nation Business Site Leasing Regulations of 2005, as amended, hereinafter called the Tribal Regulations.

1. The Permitter hereby permits the Permittee to use a tract of tribal trust land being more particularly shown on Exhibit "A", attached hereto and made a part hereof, for the purpose of Set up tent events in various communities and local throughout the reservation to give away cell phones and minutes to qualified customers.

2. TERM. The term of this Permit shall be for a period of 01 month Window Rock, AZ - Flea Market and Ganado Plaza, Ganado, AZ beginning on the date of execution by the Navajo Nation or the authorized designee.

Permittee may exercise an option to renew for one additional term of 12 months. Permittee must give the Permitter notice to renew at least five (5) working days, prior to the expiration date of this Permit.

3. RENTAL. The Permittee shall pay to the Permitter a negotiated monthly rental of \$ 200.00 for the use of the premises described above for the term of the Permit, unless otherwise agreed in writing. Payments shall be made payable to the Navajo Nation by lawful money of the United States, deposited with:

Cashier's Section  
P.O. Box 3150  
Window Rock, AZ 86515

4. UTILITY SERVICE LINE AGREEMENT. Permittee specifically is authorized to enter into appropriate service agreement with utility companies for the provision of utility services to the permitted area, including gas, water, sewer, electricity, telephone, television and other utilities, without further consent by Permitter. Fees and monthly utility charges by these utility companies is solely the responsibility of the Permittee.

5. DELIVERY OF PREMISES. The premises shall be given and accepted by the Permittee "as is" and Permitter shall not be responsible for any latent defects. Upon approval of the Permit, the Permittee agrees that it has had sufficient opportunity to examine and inspect the condition of the premises. Upon termination of this permit, the Permittee will clean up all refuse in the permitted areas, reseed denuded areas, and leave it in a neat and presentable condition satisfactory to the Permitter. The Navajo Environmental Protection Agency will be responsible for inspection of the areas and determining that the Permittee has complied with provisions of the Permit to the satisfaction of the Permitter.

6. UNLAWFUL CONDUCT/ACTIVITIES. The Permittee further agrees not to use or allow any part of said property and/or premises for any unlawful conduct/activities. Violation of this clause by the Permittee shall void the Permit.

7. LIABILITY FOR USE. Permittee shall obtain General Liability Insurance, Fire and Casualty Insurance coverage with the minimum coverage acceptable to the Division of Economic Development until the Permit expires. All insurers must be from a Nationally Accredited Insurance Company with a financial strength rating of "A" or equivalent, and authorized to do business in the state where the premises are located. All policies required under this Permit shall name the Navajo Nation and United States as an additional named insured and certificates shall be sent to the Division of Economic Development. It is further understood and agreed that the Permitter shall hold the Permitter harmless from any and all claims or liabilities arising out of the use, occupancy, or possession of said property and premises by the Permittee, or injury sustained by the Permittee, or any other person or damage to property, on or about said premises during the term of this Permit.

8. **OBLIGATIONS OF PERMITTEE.** While the permitted premises are in trust or restricted status, all of the Permittee's obligations under this Permit and the obligations of his surety or sureties, are to the Permitter.

9. **TERMINATION OF FEDERAL TRUST.** Nothing contained in this Permit shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of this permit; however, such termination shall not serve to abrogate the permit. The owners of the land and the Permittee and his surety shall be notified of any such changes in the status of the land.

10. **TERMINATION:** This permit shall be terminated by either party by giving a thirty (30) days notice in writing to the other party by certified mail. The permit shall terminate automatically when the permit expires or is terminated and the Permittee shall have no rights including holdover on any portion of the premises unless Permitter gives express written consent.

11. **INTEREST OF MEMBER OF CONGRESS.** No member of Congress, shall be admitted to any share or part of this Permit or to any benefit that may arise there from. This provision shall not be construed to extend to this Permit if made with a corporation or company for its general benefit.

12. **ENVIRONMENT.** Permittee shall take all necessary measures to assure compliance with applicable Federal and Tribal laws including the Navajo Nation Environmental Review in accordance with the Tribal Regulations now in force and effect and any amendments thereto which by this reference are made a part hereof. This shall include, but shall not be limited to, aesthetics, erosion controls and protection of timber or other vegetation.

13. **PERFORMANCE CASH BOND.** Except when prohibited by law or regulations, Permittee shall provide a surety or cash bond to the Navajo Nation for the faithful performance of this Permit as described in the terms and conditions. The surety or cash bond amount shall be equal to three (3) month's rent, unless otherwise agreed.

14. **EMPLOYMENT OF QUALIFIED NAVAJOS.** In connection with all employment and contracting opportunities arising out of Permittee's activities under this Permit, Permittee shall give preference in employment and contracting to qualified Navajo individuals and certified contractors in compliance with the Navajo Preference in Employment Act, 16 N.N.C. §§ 601 et seq. ("NPEA"), and the Navajo Business Opportunity Act, 5 N.N.C. §§ 201 et seq. ("NBOA"). The terms and provisions of the NPEA and NBOA are specifically incorporated in, and become a part of this Permit. Violation of such laws by the Permittee shall constitute a breach of this Permit and provide grounds for suspension or termination of the Permit or any other remedy prescribed by the NPEA and NBOA.

15. **AGREEMENT TO ABIDE BY NAVAJO AND FEDERAL LAWS.** The Permittee and its employees and agents agree to abide by all laws, regulations, and ordinances of the Navajo Nation and all laws, regulations and ordinances of the United States now in force and effect or which may hereafter be in force and effect. This agreement to abide by Navajo laws shall not forfeit rights, which the Permittee and its employees and agents enjoy under the federal laws of the United States Government.

16. **PERMIT REQUIREMENTS NOT EXCLUSIVE.** Nothing in this Permit shall be construed to relieve Permittee of any obligations pursuant to any Federal or Navajo Nation law for the protection of the environment or the public health, safety, or general welfare which is currently enacted or which may be enacted at a later date.

17. **GOVERNING LAW AND CHOICE OF FORUM.** Except as may be prohibited by applicable federal law, the laws of the Navajo Nation shall govern the construction, performance and enforcement of this Permit. Any action or proceeding brought by Permittee against the Navajo Nation in connection with or arising out of the terms and conditions of this Permit shall be brought only in the Courts of the Navajo Nation, and no action or proceeding shall be brought by Permit against the Navajo Nation, in any court or administrative body of any state. Permittee hereby consents to the legislative, executive, and judicial jurisdiction of the Navajo Nation in connection with all activities conducted by the Permittee within the Navajo Nation.

18. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing in this Permit shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Navajo Nation.

19. VALIDITY. Any modification thereof or amendment to this Permit shall not be valid or binding upon either party hereto, until approved by the Navajo Nation. A sub-permit, assignment, modification or amendments may not be entered into without the written consent of Division of Economic Development.

20. SUCCESSORS AND ASSIGNS. The terms and conditions contained herein shall extend to and be binding upon the successors, heirs, assigns, executors, administrators, employees and agents.

IN WITNESS WHEREOF, the parties hereto have executed the Permit this 5<sup>th</sup> day of September, 2013.

Name of Permittee:

Jeremy Dooley, Tribal Outreach Manager

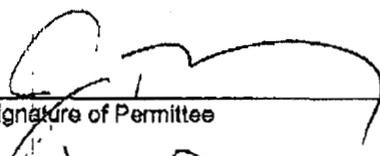
Address of Permittee:

enTouch Wireless

PO Box 37

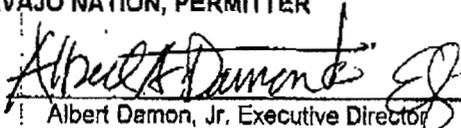
Hiawatha, IA 52233

(706) 728 - 4782 (Cell Number)

  
\_\_\_\_\_  
Signature of Permittee  
Jeremy Dooley

DATE: 9-5-13

NAVAJO NATION, PERMITTER

By:   
\_\_\_\_\_  
Albert Damon, Jr. Executive Director  
Division of Economic Development

DATE: 9/6/13