

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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AGREEMENT

35862

THIS CONTRACT is made and entered, in duplicate, as of February 17, 2021 for reference purposes only, pursuant to Resolution No. RES-21-0010, adopted by the City Council of the City of Long Beach at its meeting on February 9, 2021, by and between CARAHSOFT TECHNOLOGY CORP., a Maryland corporation ("Contractor"), whose address is 11493 Sunset Hills Road, Suite 100, Reston, Virginia 20190, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, City requires specialized services requiring unique skills to be performed in connection with annual licensing and maintenance of the City's service management application, ServiceNow ("Project"); and

WHEREAS, City has selected Contractor in accordance with City's administrative procedures and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

WHEREAS, City desires to have Contractor perform these specialized services, and Contractor is willing and able to do so on the terms and conditions in this Agreement;

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions in this Agreement, the parties agree as follows:

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, in an annual amount of One Hundred Ten Thousand Five Hundred Sixty-Five Dollars (\$110,565), at the rates or charges shown in Exhibit "A".

B. The City's obligation to pay the sum stated above for any one

1 fiscal year shall be contingent upon the City Council of the City appropriating the
2 necessary funds for such payment by the City in each fiscal year during the term of
3 this Agreement. For the purposes of this Section, a fiscal year commences on
4 October 1 of the year and continues through September 30 of the following year. In
5 the event that the City Council of the City fails to appropriate the necessary funds
6 for any fiscal year, then, and in that event, the Agreement will terminate at no
7 additional cost or obligation to the City.

8 C. Contractor may select the time and place of performance for
9 these services; provided, however, that access to City documents, records and the
10 like, if needed by Contractor, shall be available only during City's normal business
11 hours and provided that milestones for performance, if any, are met.

12 D. Contractor has requested to receive regular payments. City
13 shall pay Contractor in due course of payments following receipt from Contractor
14 and approval by City of invoices showing the services or task performed, the time
15 expended (if billing is hourly), and the name of the Project. Contractor shall certify
16 on the invoices that Contractor has performed the services in full conformance with
17 this Agreement and is entitled to receive payment. Each invoice shall be
18 accompanied by a progress report indicating the progress to date of services
19 performed and covered by the invoice, including a brief statement of any Project
20 problems and potential causes of delay in performance, and listing those services
21 that are projected for performance by Contractor during the next invoice cycle.
22 Where billing is done and payment is made on an hourly basis, the parties
23 acknowledge that this arrangement is either customary practice for Contractor's
24 profession, industry or business, or is necessary to satisfy audit and legal
25 requirements which may arise due to the fact that City is a municipality.

26 E. Contractor represents that Contractor has obtained all
27 necessary information on conditions and circumstances that may affect its
28 performance and has conducted site visits, if necessary.

1 F. CAUTION: Contractor shall not begin work until this
2 Agreement has been signed by both parties and until Contractor's evidence of
3 insurance has been delivered to and approved by City.

4 2. TERM. The term of this Agreement shall commence at midnight on
5 March 31, 2021, and shall terminate at 11:59 p.m. on March 30, 2024, unless sooner
6 terminated as provided in this Agreement, or unless the services or the Project is
7 completed sooner. The term may be extended for two (2) additional one-year periods, at
8 the discretion of the City Manager.

9 3. COORDINATION AND ORGANIZATION.

10 A. Contractor shall coordinate its performance with City's
11 representative, if any, named in Exhibit "B", attached to this Agreement and
12 incorporated by this reference. Contractor shall advise and inform City's
13 representative of the work in progress on the Project in sufficient detail so as to
14 assist City's representative in making presentations and in holding meetings on the
15 Project. City shall furnish to Contractor information or materials, if any, described in
16 Exhibit "C", attached to this Agreement and incorporated by this reference, and shall
17 perform any other tasks described in the Exhibit.

18 B. The parties acknowledge that a substantial inducement to City
19 for entering this Agreement was and is the reputation and skill of Contractor's key
20 employee, named in Exhibit "D" attached to this Agreement and incorporated by this
21 reference. City shall have the right to approve any person proposed by Contractor
22 to replace that key employee.

23 4. INDEPENDENT CONTRACTOR. In performing its services,
24 Contractor is and shall act as an independent contractor and not an employee,
25 representative or agent of City. Contractor shall have control of Contractor's work and the
26 manner in which it is performed. Contractor shall be free to contract for similar services to
27 be performed for others during this Agreement; provided, however, that Contractor acts in
28 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges

1 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;
2 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
3 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
4 the usual and customary rights, benefits or privileges of City employees. Contractor
5 expressly warrants that neither Contractor nor any of Contractor's employees or agents
6 shall represent themselves to be employees or agents of City.

7 5. INSURANCE.

8 A. As a condition precedent to the effectiveness of this
9 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
10 duration of this Agreement, from insurance companies that are admitted to write
11 insurance in California and have ratings of or equivalent to A:V by A.M. Best
12 Company or from authorized non-admitted insurance companies subject to Section
13 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
14 by A.M. Best Company, the following insurance:

15 i. Commercial general liability insurance (equivalent in
16 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less
17 than One Million Dollars (\$1,000,000.00) per each occurrence and Two
18 Million Dollars (\$2,000,000.00) general aggregate. This coverage shall
19 include but not be limited to broad form contractual liability, cross liability,
20 independent contractors liability, and products and completed operations
21 liability. City, its boards and commissions, and their officials, employees and
22 agents shall be named as additional insureds by endorsement (on City's
23 endorsement form or on an endorsement equivalent in scope to ISO form CG
24 20 10 11 85 or CG 20 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04
25 or both CG 20 33 07 04 and CG 20 37 07 04), and this insurance shall contain
26 no special limitations on the scope of protection given to City, its boards and
27 commissions, and their officials, employees and agents. This policy shall be
28 endorsed to state that the insurer waives its right of subrogation against City,

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its boards and commissions, and their officials, employees and agents.

ii. Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000.00). This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

iii. Professional liability or errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim.

iv. Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit per accident.

B. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by Contractor. Contractor shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.

D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless

1 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,
2 continuing coverage for a period of not less than three (3) years, commencing on
3 the date this Agreement expires or is terminated.

4 E. Contractor shall require that all subconsultants or contractors
5 that Contractor uses in the performance of these services maintain insurance in
6 compliance with this Section unless otherwise agreed in writing by City's Risk
7 Manager or designee.

8 F. Prior to the start of performance, Contractor shall deliver to City
9 certificates of insurance and the endorsements for approval as to sufficiency and
10 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the
11 insurance, furnish to City certificates of insurance and endorsements evidencing
12 renewal of the insurance. City reserves the right to require complete certified copies
13 of all policies of Contractor and Contractor's subconsultants and contractors, at any
14 time. Contractor shall make available to City's Risk Manager or designee all books,
15 records and other information relating to this insurance, during normal business
16 hours.

17 G. Any modification or waiver of these insurance requirements
18 shall only be made with the approval of City's Risk Manager or designee. Not more
19 frequently than once a year, City's Risk Manager or designee may require that
20 Contractor, Contractor's subconsultants and contractors change the amount, scope
21 or types of coverages required in this Section if, in his or her sole opinion, the
22 amount, scope or types of coverages are not adequate.

23 H. The procuring or existence of insurance shall not be construed
24 or deemed as a limitation on liability relating to Contractor's performance or as full
25 performance of or compliance with the indemnification provisions of this Agreement.

26 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
27 contemplates the personal services of Contractor and Contractor's employees, and the
28 parties acknowledge that a substantial inducement to City for entering this Agreement was

1 and is the professional reputation and competence of Contractor and Contractor's
2 employees. Contractor shall not assign its rights or delegate its duties under this
3 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
4 of City, except that Contractor may with the prior approval of the City Manager of City,
5 assign any moneys due or to become due Contractor under this Agreement. Any
6 attempted assignment or delegation shall be void, and any assignee or delegate shall
7 acquire no right or interest by reason of an attempted assignment or delegation.
8 Furthermore, Contractor shall not subcontract any portion of its performance without the
9 prior approval of the City Manager or designee, or substitute an approved subconsultant
10 or contractor without approval prior to the substitution. Nothing stated in this Section shall
11 prevent Contractor from employing as many employees as Contractor deems necessary
12 for performance of this Agreement.

13 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
14 certifies that, at the time Contractor executes this Agreement and for its duration,
15 Contractor does not and will not perform services for any other client which would create a
16 conflict, whether monetary or otherwise, as between the interests of City and the interests
17 of that other client. Contractor further certifies that Contractor does not now have and shall
18 not acquire any interest, direct or indirect, in the area covered by this Agreement or any
19 other source of income, interest in real property or investment which would be affected in
20 any manner or degree by the performance of Contractor's services hereunder. And,
21 Contractor shall obtain similar certifications from Contractor's employees, subconsultants
22 and contractors.

23 8. MATERIALS. Contractor shall furnish all labor and supervision,
24 supplies, materials, tools, machinery, equipment, appliances, transportation and services
25 necessary to or used in the performance of Contractor's obligations under this Agreement,
26 except as stated in Exhibit "D".

27 9. OWNERSHIP OF DATA. All materials, information and data
28 prepared, developed or assembled by Contractor or furnished to Contractor in connection

1 with this Agreement, including but not limited to documents, estimates, calculations,
2 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
3 models, reports, summaries, drawings, designs, notes, plans, information, material and
4 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,
5 in a format identified by City, and City shall have the unrestricted right to use and disclose
6 the Data in any manner and for any purpose without payment of further compensation to
7 Contractor. Copies of Data may be retained by Contractor but Contractor warrants that
8 Data shall not be made available to any person or entity for use without the prior approval
9 of City. This warranty shall survive termination of this Agreement for five (5) years.

10 10. TERMINATION. Either party shall have the right to terminate this
11 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
12 prior written notice to the other party. In the event of termination under this Section, City
13 shall pay Contractor for services satisfactorily performed and costs incurred up to the
14 effective date of termination for which Contractor has not been previously paid. The
15 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective
16 date of termination, Contractor shall deliver to City all Data developed or accumulated in
17 the performance of this Agreement, whether in draft or final form, or in process. And,
18 Contractor acknowledges and agrees that City's obligation to make final payment is
19 conditioned on Contractor's delivery of the Data to City.

20 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
21 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
22 performing its services, during the term of this Agreement and for five (5) years following
23 expiration or termination of this Agreement. In addition, Contractor shall keep confidential
24 all information, whether written, oral or visual, obtained by any means whatsoever in the
25 course of performing its services for the same period of time. Contractor shall not disclose
26 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
27 of others except for the purpose of this Agreement.

28 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a

1 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
2 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
3 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
4 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant
5 to subpoena or court order.

6 13. ADDITIONAL COSTS AND REDESIGN.

7 A. Any costs incurred by City due to Contractor's failure to meet
8 the standards required by the scope of work or Contractor's failure to perform fully
9 the tasks described in the scope of work which, in either case, causes City to request
10 that Contractor perform again all or part of the Scope of Work shall be at the sole
11 cost of Contractor and City shall not pay any additional compensation to Contractor
12 for its re-performance.

13 B. If the Project involves construction and the scope of work
14 requires Contractor to prepare plans and specifications with an estimate of the cost
15 of construction, then Contractor may be required to modify the plans and
16 specifications, any construction documents relating to the plans and specifications,
17 and Contractor's estimate, at no cost to City, when the lowest bid for construction
18 received by City exceeds by more than ten percent (10%) Contractor's estimate.
19 This modification shall be submitted in a timely fashion to allow City to receive new
20 bids within four (4) months after the date on which the original plans and
21 specifications were submitted by Contractor.

22 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
23 amended, nor any provision or breach waived, except in writing signed by the parties which
24 expressly refers to this Agreement.

25 15. LAW. This Agreement shall be construed in accordance with the laws
26 of the State of California, and the venue for any legal actions brought by any party with
27 respect to this Agreement shall be the County of Los Angeles, State of California for state
28 actions and the Central District of California for any federal actions. Contractor shall cause

1 all work performed in connection with construction of the Project to be performed in
2 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
3 county or municipal governments or agencies (including, without limitation, all applicable
4 federal and state labor standards, including the prevailing wage provisions of sections 1770
5 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
6 marshal, health officer, building inspector, or other officer of every governmental agency
7 now having or hereafter acquiring jurisdiction.

8 16. PREVAILING WAGES.

9 A. Contractor agrees that all public work (as defined in California
10 Labor Code section 1720) performed pursuant to this Agreement (the "Public
11 Work"), if any, shall comply with the requirements of California Labor Code sections
12 1770 *et seq.* City makes no representation or statement that the Project, or any
13 portion thereof, is or is not a "public work" as defined in California Labor Code
14 section 1720.

15 B. In all bid specifications, contracts and subcontracts for any
16 such Public Work, Contractor shall obtain the general prevailing rate of per diem
17 wages and the general prevailing rate for holiday and overtime work in this locality
18 for each craft, classification or type of worker needed to perform the Public Work,
19 and shall include such rates in the bid specifications, contract or subcontract. Such
20 bid specifications, contract or subcontract must contain the following provision: "It
21 shall be mandatory for the contractor to pay not less than the said prevailing rate of
22 wages to all workers employed by the contractor in the execution of this contract.
23 The contractor expressly agrees to comply with the penalty provisions of California
24 Labor Code section 1775 and the payroll record keeping requirements of California
25 Labor Code section 1771."

26 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
27 constitutes the entire understanding between the parties and supersedes all other
28 agreements, oral or written, with respect to the subject matter in this Agreement.

1 18. INDEMNITY.

2 A. Contractor shall indemnify, protect and hold harmless City, its
3 Boards, Commissions, and their officials, employees and agents ("Indemnified
4 Parties"), from and against any and all liability, claims, demands, damage, loss,
5 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
6 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
7 in connection with (1) Contractor's breach or failure to comply with any of its
8 obligations contained in this Agreement, including any obligations arising from the
9 Project's compliance with or failure to comply with applicable laws, including all
10 applicable federal and state labor requirements including, without limitation, the
11 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful
12 acts, errors, omissions or misrepresentations committed by Contractor, its officers,
13 employees, agents, subcontractors, or anyone under Contractor's control, in the
14 performance of work or services under this Agreement (collectively "Claims" or
15 individually "Claim").

16 B. In addition to Contractor's duty to indemnify, Contractor shall
17 have a separate and wholly independent duty to defend Indemnified Parties at
18 Contractor's expense by legal counsel approved by City, from and against all
19 Claims, and shall continue this defense until the Claims are resolved, whether by
20 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
21 breach, or the like on the part of Contractor shall be required for the duty to defend
22 to arise. City shall notify Contractor of any Claim, shall tender the defense of the
23 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,
24 in the defense.

25 C. If a court of competent jurisdiction determines that a Claim was
26 caused by the sole negligence or willful misconduct of Indemnified Parties,
27 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the
28 court determines sole negligence by the Indemnified Parties, or (2) reduced by the

1 percentage of willful misconduct attributed by the court to the Indemnified Parties.

2 D. The provisions of this Section shall survive the expiration or
3 termination of this Agreement.

4 19. AMBIGUITY. In the event of any conflict or ambiguity between this
5 Agreement and any Exhibit, the provisions of this Agreement shall govern.

6 20. FORCE MAJEURE. If any party fails to perform its obligations
7 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
8 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
9 governmental regulations, governmental controls, judicial orders, enemy or hostile
10 governmental action, pandemic, civil commotion, fire or other casualty, or other causes
11 beyond the reasonable control of the party obligated to perform, then that party's
12 performance will be excused for a period equal to the period of such cause for failure to
13 perform.

14 21. NONDISCRIMINATION.

15 A. In connection with performance of this Agreement and subject
16 to applicable rules and regulations, Contractor shall not discriminate against any
17 employee or applicant for employment because of race, religion, national origin,
18 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
19 disability. Contractor shall ensure that applicants are employed, and that employees
20 are treated during their employment, without regard to these bases. These actions
21 shall include, but not be limited to, the following: employment, upgrading, demotion
22 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
23 or other forms of compensation; and selection for training, including apprenticeship.

24 B. It is the policy of City to encourage the participation of
25 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
26 procurement process, and Contractor agrees to use its best efforts to carry out this
27 policy in its use of subconsultants and contractors to the fullest extent consistent
28 with the efficient performance of this Agreement. Contractor may rely on written

1 representations by subconsultants and contractors regarding their status.
2 Contractor shall report to City in May and in December or, in the case of short-term
3 agreements, prior to invoicing for final payment, the names of all subconsultants
4 and contractors hired by Contractor for this Project and information on whether or
5 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
6 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

7 22. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
8 accordance with the provisions of the Ordinance, this Agreement is subject to the
9 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
10 Long Beach Municipal Code, as amended from time to time.

11 A. During the performance of this Agreement, the Contractor
12 certifies and represents that the Contractor will comply with the EBO. The
13 Contractor agrees to post the following statement in conspicuous places at its place
14 of business available to employees and applicants for employment:

15 "During the performance of a contract with the City of Long Beach, the
16 Contractor will provide equal benefits to employees with spouses and its
17 employees with domestic partners. Additional information about the City of
18 Long Beach's Equal Benefits Ordinance may be obtained from the City of
19 Long Beach Business Services Division at 562-570-6200."

20 B. The failure of the Contractor to comply with the EBO will be
21 deemed to be a material breach of the Agreement by the City.

22 C. If the Contractor fails to comply with the EBO, the City may
23 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
24 to become due under the Agreement may be retained by the City. The City may
25 also pursue any and all other remedies at law or in equity for any breach.

26 D. Failure to comply with the EBO may be used as evidence
27 against the Contractor in actions taken pursuant to the provisions of Long Beach
28 Municipal Code 2.93 et seq., Contractor Responsibility.

1 E. If the City determines that the Contractor has set up or used its
2 contracting entity for the purpose of evading the intent of the EBO, the City may
3 terminate the Agreement on behalf of the City. Violation of this provision may be
4 used as evidence against the Contractor in actions taken pursuant to the provisions
5 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

6 23. NOTICES. Any notice or approval required by this Agreement shall
7 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
8 postage prepaid, addressed to Contractor at the address first stated above, and to City at
9 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
10 to the City Engineer at the same address. Notice of change of address shall be given in
11 the same manner as stated for other notices. Notice shall be deemed given on the date
12 deposited in the mail or on the date personal delivery is made, whichever occurs first.

13 24. COPYRIGHTS AND PATENT RIGHTS.

14 A. Contractor shall place the following copyright protection on all
15 Data: © City of Long Beach, California _____, inserting the appropriate year.

16 B. City reserves the exclusive right to seek and obtain a patent or
17 copyright registration on any Data or other result arising from Contractor's
18 performance of this Agreement. By executing this Agreement, Contractor assigns
19 any ownership interest Contractor may have in the Data to City.

20 C. Contractor warrants that the Data does not violate or infringe
21 any patent, copyright, trade secret or other proprietary right of any other party.
22 Contractor agrees to and shall protect, defend, indemnify and hold City, its officials
23 and employees harmless from any and all claims, demands, damages, loss, liability,
24 causes of action, costs or expenses (including reasonable attorney's fees) whether
25 or not reduced to judgment, arising from any breach or alleged breach of this
26 warranty.

27 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
28 that Contractor has not employed or retained any entity or person to solicit or obtain this

1 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
2 commission or other monies based on or from the award of this Agreement. If Contractor
3 breaches this warranty, City shall have the right to terminate this Agreement immediately
4 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
5 due under this Agreement or otherwise recover the full amount of the fee, commission or
6 other monies.

7 26. WAIVER. The acceptance of any services or the payment of any
8 money by City shall not operate as a waiver of any provision of this Agreement or of any
9 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
10 Agreement shall not constitute a waiver of any other or subsequent breach of this
11 Agreement.

12 27. CONTINUATION. Termination or expiration of this Agreement shall
13 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
14 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

15 28. TAX REPORTING. As required by federal and state law, City is
16 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
17 Contractor shall be solely responsible for payment of all federal and state taxes resulting
18 from payments under this Agreement. Contractor shall submit Contractor's Employer
19 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
20 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
21 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
22 Contractor provides one of these numbers.

23 29. ADVERTISING. Contractor shall not use the name of City, its officials
24 or employees in any advertising or solicitation for business or as a reference, without the
25 prior approval of the City Manager or designee.

26 30. AUDIT. City shall have the right at all reasonable times during the
27 term of this Agreement and for a period of five (5) years after termination or expiration of
28 this Agreement to examine, audit, inspect, review, extract information from and copy all

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CHARLES PARKIN, City Attorney
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books, records, accounts and other documents of Contractor relating to this Agreement.

31. THIRD PARTY BENEFICIARY. This Agreement is not intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

CARASOFT TECHNOLOGY CORP., a Maryland corporation

March, 9th, 2021

By Kristina Smith
Name Kristina Smith
Title Director of Contracts

March 9th, 2021

By Robert J. Moore
Name Robert Moore
Title Vice President

"Contractor"

CITY OF LONG BEACH, a municipal corporation

March 16, 2021

By Sandra J. Iatun
City Manager

"City"

This Agreement is approved as to form on March 16, 2021.
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

CHARLES PARKIN, City Attorney
By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

CARAHSOFT TECHNOLOGY CORP., a Maryland corporation

March, 9th, 2021

By Kristina Smith
Name Kristina Smith
Title Director of Contracts

_____, 2021

By Robert Moore
Name Robert Moore
Title Vice President

"Contractor"

CITY OF LONG BEACH, a municipal corporation

_____, 2021

By _____
City Manager

"City"

This Agreement is approved as to form on _____, 2021.

CHARLES PARKIN, City Attorney

By _____
Deputy

EXHIBIT "A"

GOVERNMENT - PRICE QUOTATION



CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Brian Deprosse
 Consultant
 City of Long Beach
 333 W Ocean Blvd
 Long Beach, CA 90802-4681

FROM: Bijan Abraham
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: brian.deprosse@longbeach.gov

EMAIL: Bijan.Abrahim@carahsoft.com

PHONE: (562) 570-7154

PHONE: (703) 889-9836 FAX: (703) 871-8505

TERMS: FTIN: 52-2189693
 Shipping Point: FOB Destination
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 Credit Cards: VISA/MasterCard/AMEX
 Sales Tax May Apply

QUOTE NO: 18186853
 QUOTE DATE: 01/07/2021
 QUOTE EXPIRES: 02/06/2021
 RFQ NO:
 SHIPPING: GROUND
 TOTAL PRICE: \$110,565.00

TOTAL QUOTE: \$110,565.00

LINE NO.	PART NO.	DESCRIPTION	RATE PER MONTH	NO. MONTHS	QTY	EXTENDED PRICE
OPTIONAL YEAR 4						
2	SNCSEVMGMT	ServiceNow® Service Management Suite - Fulfiller User (Monthly) Start Date: 03/31/2021 End Date: 03/30/2022	RATE: \$47.25	12	OM 195	\$110,565.00
SUBTOTAL:						\$110,565.00
TOTAL PRICE:						\$110,565.00
TOTAL QUOTE:						\$110,565.00

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LINE NO.	PART NO.	DESCRIPTION	RATE PER MONTH	NO. MONTHS	QTY	EXTENDED PRICE
----------	----------	-------------	----------------	------------	-----	----------------

1. The end customer's access and use of the Subscription Offerings are pursuant to the Public Sector Subscription Terms of Service, the Customer Support Addendum, Data Security Addendum, Data Processing Addendum, Product and Use Definitions, Product Overview, and the applicable Service Description for the purchased packaged services, ALL OF WHICH ARE EXPRESSLY DEEMED INCORPORATED HEREIN BY THIS REFERENCE (if not attached herein, then as set forth on <https://www.servicenow.com/upgrade-schedules.html>) (collectively, the "ServiceNow Subscription Service Terms"). All undefined capitalized terms herein shall have the meanings ascribed to such terms in the ServiceNow Subscription Service Terms. If any provision of this Order conflicts with the other documents comprising the Agreement, then this Order shall control.

2. ServiceNow Public Sector Subscription Terms:

<https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/public-sector-subscription-terms-of-service.pdf>

ServiceNow Public Sector Subscription Terms of Use include the following additional documents:

a. <https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/customer-support-addendum-upgrades.pdf>

Customer Support Addendum

b. <https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/data-security-addendum.pdf>

Data Security Addendum

c. <https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/data-processing-addendum.pdf>

Data Processing Addendum

The ServiceNow Product Overview containing descriptions of the ServiceNow applications and platform services included in the Subscription Products ordered hereunder is posted on <https://www.servicenow.com/upgrade-schedules.html>.

3. Carahsoft and ServiceNow reserve the right to suspend access to the instance if payment is not made within payment terms.

ServiceNow® Order Form - Product and Use Definitions

USER TYPE DEFINITIONS

"User" means any employee or contractor of Customer or Customer Affiliate that is assigned a unique username and password and has a user profile in the Subscription Service designated as "active". Only Users may be given access to the subscription service by Customer. A use right may not be shared or transferred. Customer shall not use the subscription service in a manner that circumvents usage restrictions.

"Approver User" is any User performing any of the functions set forth in the table below for an Approver User. An Approver User may only perform the functions set forth in the table below for an Approver User.

"Requester User" is any User that performs only the functions set forth in the table below for a Requester User.

"End User" has the same use rights as "Requester User."

"Fulfiller User" is any User other than an Approver User or Requester User. Without limitation, a Fulfiller User is any User that performs any function other than an Approver User function or Requester User function, including those set forth in the table below for a Fulfiller User.

"Process User" has the same use rights as "Fulfiller User."

FUNCTION / USE RIGHTS AUTHORIZED	USER TYPES		
	REQUESTER	APPROVER	FULLFILLER
Create its own request	included	included	included
View its own request	included	included	included
Modify its own request	included	included	included
Search the Service Catalog	included	included	included
Search the Knowledge Base	included	included	included
Access public pages	included	included	included
Take surveys	included	included	included
Set its own notification preferences	included	included	included
View assets assigned to user	included	included	included
Access and post to Live Feed	included	included	included
Initiate Chat sessions	included	included	included
Participate in a Watch List	included	included	included
View a report published to them	included	included	included
Approve requests by email that are routed to user	-	included	included
Approve requests routed to user via system	-	included	included
Create any record	-	-	included
Delete any record	-	-	included
Modify any record	-	-	included
Drill through any report	-	-	included
Create any report	-	-	included
Delete any report	-	-	included
Modify any report	-	-	included
Perform development activities	-	-	included (see below)
Perform administrative activities	-	-	included

CONFIGURATION AND DEVELOPMENT

Use of the Subscription Service for application configuration allows Customer to, with respect to the Subscription Products for which Customer has purchased usage, change the values of pre-defined fields, add new fields to existing tables, add new tables that provide additional attributes around the process, build workflow for the process, modify the UI and form layouts, create business rules, integrate with external data sources, and tailor the process through custom scripting. Application configuration is restricted to configuring the processes included in the purchased Subscription Product to meet the

customers specific needs without materially altering the purpose of the Subscription Product or the type of business processes that it seeks to automate. If Customer intends to alter the purpose of the Subscription Product or the types of business processes that it seeks to automate, then Customer may develop that new application in a non-production instance and purchase a Custom Applications use right from ServiceNow to deploy that application on a production instance. Customer shall not access the Subscription Service to develop or use a compelling product or service.

SUBSCRIPTION PRODUCTS	
Subscription Product Code/Name	Included ServiceNow Applications and Use Rights
PROD01638 ServiceNow® IT Service Management Suite	IT Service Management Suite. Incident Management; Problem Management; Change Management; Release Management; Asset Management; Request Management; Cost Management; Facilities Service Management; and Field Service Management. Customer is granted the rights for Fulfiller User and Approver User as defined in the User Type Definitions Section.

EXHIBIT “B”

City’s Representative:

Sarah Slegers, Interim Financial Services
Officer

(562) 570-6987

EXHIBIT “C”

Materials/Information Furnished: None

EXHIBIT “D”

Consultant’s Key Employee:

Bijan Abraham
