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

## <u>AGREEMENT</u>

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THIS AGREEMENT is made and entered, in duplicate, as of May 15, 2021, pursuant to Resolution No. RES-20-0147 adopted by the City Council of the City of Long Beach at its meeting on November 17, 2020, by and between T-MOBILE USA, INC., a Delaware corporation ("Contractor"), with a place of business located at 112920 SE 38th Street, Bellevue, Washington 98006-1350, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City requires mobile devices and cellular and data service plans; and

WHEREAS, T-Mobile USA, Inc. has an agreement with the State of Utah acting for itself and on behalf of the National Association of State Procurement Officials (NASPO) ValuePoint, the Master Agreement for wireless data, voice, and accessories, Contract No. MA-176-1 ("Utah Contract"); and

WHEREAS, Resolution No. RES-20-0147 authorizes the City to purchase mobile devices and cellular and data service plans by virtue of the Utah Contract;

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

- 1. The Utah Contract with Contractor located on the official NASPO website at Portfolio Contractor NASPO ValuePoint, as it may be amended from time-to-time (provided that Contractor will notify the City of any changes to the Utah Contract that may affect services provided to the City under this Agreement), is incorporated by this reference as if fully set forth, and the same terms and conditions contained in the Utah Contract shall be applicable here except as follows:
  - A. The City is deemed a Participating Entity under the Utah

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Contract, and will have the same rights and responsibilities for its purchases as the State of Utah has in the Utah Contract, including the same right to any indemnity to recover any costs. By signing and entering int o this Agreement, the City certifies that it has obtained all of the acknowledgments and approvals required by state or local law or regulation, and will immediately notify Contractor of any change in eligibility to purchase under the Utah Contract. Contractor reserves the right to terminate this Agreement if at any time it is determined that the City is not eligible to purchase under the Utah Contract;

- В. Contractor shall sell, furnish and deliver to the City, mobile devices and cellular and data service plans of the same type and kind offered under the Utah Contract. And City shall be limited to order and pay for mobile devices and cellular and data service plans in an annual amount not to exceed Three Hundred Twenty-Five Thousand Dollars (\$325,000), including tax and fees at the rates or charges under the Utah Contract. To the extent that the Utah Contract and this Agreement are inconsistent, the following priority shall govern: (1) this Agreement and (2) the Utah Contract.
- C. Payment for the mobile devices and cellular and data service plans purchased from Contractor by the City shall be made by the City on delivery to and acceptance of the mobile devices and cellular and data service plans by the City and submittal of an invoice to the City. Payment is due thirty (30) days after the date of the invoice.
  - D. The term of this Agreement shall commence at midnight on April 1, 2021, and shall terminate at 11:59 p.m. on June 30, 2024, with the option to renew for as long as the Utah Contract is in effect, at the discretion of the City Manager.
- Ε. All warranties in the Utah Contract shall accrue to the City of Long Beach.
  - 2. Neither this Agreement nor any money that becomes due to

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Contractor under this Agreement may be assigned by Contractor without the prior written consent of the City Manager or his designee.

- 3. Any notice given under this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be delivered or mailed to Contractor at the relevant address first stated above, and to the City at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice shall be deemed given three days after deposit in the mail.
- 4. The terms appearing on the Utah Contract are incorporated in this Agreement.
- 5. Contractor shall cooperate with the City in all matters relating to selfaccrual of use tax. Contractor shall contact the City Treasurer for additional information regarding self-accrual.
- 6. This Agreement and all documents which are incorporated by reference in this Agreement (including the Utah Contract) constitute the entire understanding between the parties and supersede all other agreements, oral or written, with respect to the subject matter of this Agreement.

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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.
	T-MOBILE USA, INC., a Delaware corporation
<u>June 30</u> , 2021	Name Device Casebott Title West Region Direct
June 30, 2021	Name Dans Bezzert Title Vice president
	"Contractor" APPROVED BY T-MOBILE PUBLIC SECTOR LEGAL AS TO LEGAL FORM- DV 06/29/21
	CITY OF LONG BEACH, a municipal corporation
July 16 , 2021	By Sindu J. Jutum  City Manager  EXECUTED PURSUAN  "City" TO SECTION 301 OF
This Agreement is approved a	IDE CIRY CHARTER
	CHARLES PARKIN, City Attorney  By  Deputy
/	Deputy//