

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

9 B. Contractor shall sell, furnish and deliver to the City, mobile
10 devices and cellular and data service plans of the same type and kind offered under
11 the Utah Contract. And City shall be limited to order and pay for mobile devices and
12 cellular and data service plans in an annual amount not to exceed Three Hundred
13 Twenty-Five Thousand Dollars (\$325,000), including tax and fees at the rates or
14 charges under the Utah Contract. To the extent that the Utah Contract and this
15 Agreement are inconsistent, the following priority shall govern: (1) this Agreement
16 and (2) the Utah Contract.

17 C. Payment for the mobile devices and cellular and data service
18 plans purchased from Contractor by the City shall be made by the City on delivery
19 to and acceptance of the mobile devices and cellular and data service plans by the
20 City and submittal of an invoice to the City. Payment is due thirty (30) days after
21 the date of the invoice.

22 D. The term of this Agreement shall commence at midnight on
23 April 1, 2021, and shall terminate at 11:59 p.m. on June 30, 2024, with the option
24 to renew for as long as the Utah Contract is in effect, at the discretion of the City
25 Manager.

26 E. All warranties in the Utah Contract shall accrue to the City of
27 Long Beach.

28 2. Neither this Agreement nor any money that becomes due to

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

3 3. Any notice given under this Agreement shall be in writing and
4 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
5 delivered or mailed to Contractor at the relevant address first stated above, and to the City
6 at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
7 shall be deemed given three days after deposit in the mail.

8 4. The terms appearing on the Utah Contract are incorporated in this
9 Agreement.

10 5. Contractor shall cooperate with the City in all matters relating to self-
11 accrual of use tax. Contractor shall contact the City Treasurer for additional information
12 regarding self-accrual.

13 6. This Agreement and all documents which are incorporated by
14 reference in this Agreement (including the Utah Contract) constitute the entire
15 understanding between the parties and supersede all other agreements, oral or written,
16 with respect to the subject matter of this Agreement.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Lana 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.

T-MOBILE USA, INC., a Delaware corporation

June 30, 2021

By [Signature]
Name Derek Casebolt
Title West Region Director

June 30, 2021

By [Signature]
Name Dawn Bezzant
Title Vice President

"Contractor" APPROVED BY T-MOBILE PUBLIC SECTOR LEGAL AS TO LEGAL FORM- DV 06/26/21

CITY OF LONG BEACH, a municipal corporation

July 16, 2021

By [Signature]
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER "City" July 8

This Agreement is approved as to form on July 8, 2021.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy