

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

**Contract Number****24-275****SAP Number**

4400024230

Department of Aging and Adult Services – Public Guardian

Department Contract Representative	Julie West
Telephone Number	909-387-2462
Contractor	T-Mobile USA, Inc.
Contractor Representative	David Bezzant
Telephone Number	425-383-4000
Contract Term	April 1, 2024, through September 30, 2024
Original Contract Amount	\$1,400,000
Amendment Amount	N/A
Total Contract Amount	\$1,400,000
Cost Center	2000591

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to designate a contractor of choice to supply Apple iPhones, Apple iPads and/or mobile hotspots with charger, case, screen protector, and a two (2) year unlimited data plan, to be distributed to older adults and/or adults with disabilities residing in the County as further described in a statement of work (the "Services"); and

WHEREAS, the County conducted a competitive process to find T-Mobile USA, Inc. ("Contractor") to provide these services; and

WHEREAS, based upon and in reliance on the representations of Contractor in its response to the County's Request for Proposals, the County finds Contractor qualified to provide such products and service;

WHEREAS, the County desires that such products and services be provided by Contractor and Contractor agrees to perform these services as set forth below;

WHEREAS, T-Mobile is providing its Products and Services pursuant to this Contract (SAP Number 4400024230), with the acknowledgement and agreement of the parties that the terms and conditions, including pricing, of (i) T-Mobile's NASPO ValuePoint Master Agreement #MA176 with an effective date of 7/1/19 (the Standard Contract

NASPO Master Agreement”) and (ii) the NASPO Participating Addendum dated March 11, 2021 by and between T-Mobile USA, Inc. and San Bernardino County (the “County PA”) each are incorporated by reference herein; and

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

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- A. Price Schedule**
- B. NASPO Participating Addendum dated March 11, 2021 by and between T-Mobile USA, Inc. and San Bernardino County**

A. DEFINITIONS

1. **Contract:** The legal agreement between the County and the Contractor.
2. **Contractor:** Any individual, company, firm, corporation, partnership, or other organization to whom a contract award is made by the County.
3. **County:** County as used throughout this document, including its possessive form (County's), refers to San Bernardino County
4. **Department of Aging and Adult Services – Public Guardian (DAAS-PG):** San Bernardino County's DAAS-PG is dedicated to helping seniors and at-risk individuals to improve or maintain choice, independence, and quality of life. The department works to ensure seniors and adults with disabilities have the right to age in place in the least restrictive environment. DAAS-PG is the designated Area Agency on Aging for San Bernardino County.
5. **Human Services:** San Bernardino County Human Services (HS) is a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
6. **NASPO ValuePoint:** The cooperative purchasing division of the National Association of State Procurement Officials (NASPO)-facilitating cooperative public procurement solicitations using a Lead State Model.

B. CONTRACTOR SERVICE REQUIREMENTS

Contractor shall:

1. Supply a minimum of 842 Apple iPhones, iPads and/or hotspots with accessories and unlimited two (2) year data service plans, per Fee Schedule (Attachment A) attached hereto and incorporated by reference into this contract. No warranty will be given for each device.
2. Accept orders for Apple mobile devices throughout the contract period and in quantities no less than any combination of approximately 100 devices.
3. Contractor will allow advanced payment from the County for the two (2) year data service plans for each device purchased.
4. All equipment will be shipped to DAAS-PG with activation and service suspended for forty-five (45) days. Once service is activated, Contractor will invoice for the equipment, and the two (2) year data service plan.

C. TERMS AND CONDITIONS

Providing goods and/or services pursuant to this Contract reflects Contractor's acknowledgment of, and agreement to be bound by, the following Terms and Conditions:

1. **Invoices:** Contractor shall invoice each purchase order separately.
2. **Payments:** Payments shall be made, within 60 days after County's receipt of itemized invoices of the prices stipulated, for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made when authorized by the Purchasing Agent.

Note: To expedite payment of the invoice, mail or email the invoice to the "Bill To" address shown on the purchase order promptly and include the purchase order number on the invoice. If for any reason, an over-payment is made, we require prompt refund via your properly referenced check, in order that we can expedite clearing of the overpayment through our accounting system.

3. **Deficit Reduction Act of 2005, Section 6032 Implementation:** As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program (Medi-Cal"), providers must comply with the False Claims Act Employee Training and

Policy Requirements in 1902 (A) of the Social Security Act (42 USC 1396 (A) (68)), set forth in that subsection and as the Federal Secretary of Health and Human Services may specify.

4. **Inspection:** All materials and workmanship are subject to inspection and test by the County for compliance with specifications as included herein. In the event articles or services are defective or not in conformity with this contract, the County shall have the right either to reject the items or require correction. Defective articles or services shall be removed from the County premises and/or corrected by and at the expense of the Contractor. Failure to inspect and accept or reject shall not relieve the Contractor of responsibility for compliance with specifications. Final acceptance shall be conclusive except as to latent defects, fraud, or such gross mistakes as amount to fraud.
5. **Responsibility:** Unless otherwise specified, the Contractor shall be responsible for all items covered by this contract until delivered to the designated delivery point, and the Contractor shall bear all risks as to items rejected or requiring correction after notice of such rejection or correction is given.
6. **Changes:** This contract may, at any time, by mutually agreed written amendment, be changed as to the materials or services to be furnished, quantities ordered, unit price, discount, delivery point or arrangements, terms, or any other matters affecting this contract. In the event such change causes an increase or decrease in cost of performance hereunder, an equitable adjustment will be made for the cost, subject to the written approval of the Purchasing Agent. No change or other modification to this contract, by invoice, shipping documents or other communication, shall be binding upon the County unless accepted in writing.
7. **Variations-Quantities:** No variation in the quality or quantity of any item called for by this contract shall be acceptable except pursuant to mutually agreed written change order so authorizing, and no change in cost shall be valid unless so ordered.
8. **Termination:** This contract may be terminated in whole or in part at the end or during any fiscal year by 30 days advance written notice to Contractor for any reason including insufficient funding. Such termination shall be effective in the quantity, manner, and time specified in such notice and the County shall be liable at the stipulated price for only such materials and/or services as have been delivered, and/or rendered and accepted. The County shall not be liable for any excess costs arising out of such termination, and failure of the Contractor to cease delivery and/or work upon receipt of termination notice shall not occasion a claim for extra costs.
9. **Liability:** The County shall not be responsible for any damages that may be claimed by reason of death or injury of the person of the Contractor's officers, agents, employees, invitees, or licensees, or for damage to any property of the Contractor or that may arise or result at any time because of personal injury or damage to property sustained by any other person or persons, to the extent caused or contributed to, proximately, by reason of, or in the course of Contractor's acts or omissions in carrying out this contract. The Contractor shall assume full responsibility for the result of any such claim arising under this contract, and the Contractor shall indemnify, defend, and hold harmless the County, all officers, and employees thereof, from all damages, costs, or expenses, in law or in equity, because of personal injury, property damage, to the extent based on the Contractor's negligence or intentional misconduct in connection with its performance of this contract.
10. **Compliance:** The articles covered by this contract must conform to safety orders of OSHA, CALOSHA, and/or NIOSHA and applicable Safety Data Sheets.
11. **Electronic Funds Transfers:** Contractor shall accept all payments from the County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the County required to process EFT payments.
12. **Reserved.**

13. **Indemnity:** The Contractor agrees to indemnify, defend and hold harmless the County, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, to the extent resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, deliverables, Services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:
- a. The County will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time (but no delay or failure to so notify the Contractor shall relieve it of its obligations under this Contract except to the extent that Contractor has suffered actual prejudice by such delay or failure); and
 - b. The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future County operations or liability, or when involvement of the County is otherwise mandated by law, the County may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the County, affect principles of California government or public law, or impact the authority of the State and Authorized Purchasing Entities, the County shall have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the County will reasonably cooperate in the defense and in any related settlement negotiations.
14. **Insurance:** County self-insures goods upon title of goods being transferred to County. Prior to commencement of work, Certificates of Insurance shall be delivered and approved by the County Department to which products or services are being provided. Commencement of work prior to delivery and approval of Certificates of Insurance shall not act as a waiver of the Terms and Conditions attached hereto and may be treated as a material breach of this agreement. Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement, or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing

coverage for bodily injury and property damage with a limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.
- 3) Broad form property damage (including completed operations).
- 4) Explosion, collapse and underground hazards.
- 5) Personal injury.
- 6) Contractual liability.
- 7) \$2,000,000 general aggregate limit.

15. **Reserved.**

16. **Compliance with Laws:** Contractor shall fully comply with all applicable provisions of federal, state, and local laws, rules and regulations, and Contractor agrees to hold the County, its agents, officers, and employees harmless from any and all liability, costs, including, but not limited to attorney's fees and damages resulting from failure of compliance.

17. **Nondiscrimination:** By acceptance of this contract, Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, religion, ancestry, national origin, disability, or sex and in compliance with all anti-discrimination laws of the United States and the State of California. Contractor further certifies and agrees that it will deal with its subcontractors, bidders, or Contractors without regard to or because of race, religion, ancestry, national origin, disability, or sex. If the County finds that the above provisions have been violated, the same shall constitute a material breach of contract and the County through the Purchasing Agent may determine to cancel, terminate, or suspend the contract.

18. **Governing Law and Venue:** This contract shall be governed by and construed in accordance with the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this contract, and further agrees and consents that venue for any action shall be exclusively in the County of San Bernardino, California.

19. **Assignment and Delegation:** Contractor shall not assign its rights or delegate its duties under this contract without County's prior written authorization and any assignment without such authorization shall be null and void and shall constitute a material breach of this contract. For clarification purposes, this provision is not intended to restrict or otherwise modify Contractor's right to utilize subcontractors (in T-Mobile's sole good faith discretion) in the normal course of providing its products and services to customers generally.

20. **Reserved.**

21. **Covenant Against Gratuities:** The offering of gifts, excluding token gifts of a promotional or advertising nature, or gratuities by the Contractor or any agent or representative of the Contractor is strictly prohibited. The Contractor warrants that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the County with a view toward securing this contract or favorable treatment with respect to any determination concerning this.

22. **Executive Order N-6-22 Russian Sanctions** – On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of

Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

D. TERM OF CONTRACT

1. This Contract is effective as of April 1, 2024, and expires September 30, 2024, but may be terminated earlier in accordance with provisions of this Contract.
2. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination.
3. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

E. COUNTY RESPONSIBILITIES

County shall:

1. Develop and maintain professional relationships and open communication with Contractor.
2. Monitor and evaluate Contractor performance on an ongoing basis and schedule periodic meetings with Contractor to discuss performance, problem areas, procedures, and recommend changes.
3. Compensate Contractor per the provisions outlined in the Fiscal Provisions section of this Contract.
4. Negotiate modifications or revisions of service to assure that all necessary service/program requirements are covered.
5. Negotiate equipment order schedule with Contractor based on evolving program interest.

F. FISCAL PROVISIONS

1. The maximum amount of payment under this Contract shall not exceed \$1,400,000 and shall be subject to availability of other funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
2. Invoices shall be issued with a net sixty (60) day payment term.
3. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
4. County is exempt from federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any state or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
5. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
6. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with

respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

G. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by email, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Human Services Contracts Unit
150 South Lena Road
San Bernardino, CA 92415
Email: HSASDContractsUnit@hss.sbcounty.gov

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Email: David.Bezzant@T-Mobile.com

With a copy to:
T-Mobile USA, Inc.
Legal Dept – Sales & Dist.
12920 SE 38th Street
Bellevue, WA 98006

Notice shall be deemed communicated two (2) County working days from the time of mailing or email, if delivered as provided in this paragraph.

H. ENTIRE AGREEMENT

1. This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference (including the NASPO Master Agreement and the County PA), and other documents incorporated herein, represents the final, complete, and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.
2. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.
3. In the event of any inconsistency between the terms and conditions of this Contract, the County PA and the NASPO Master Agreement, the following order of precedence will apply: (i) this Contract, (ii) the County PA, and (iii) the NASPO Master Agreement.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

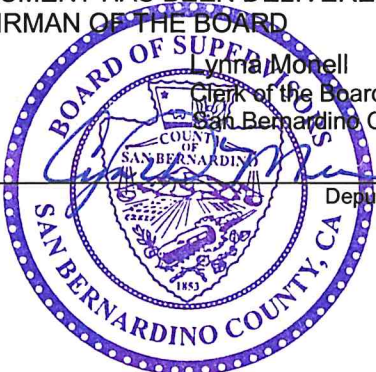
► Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: MAR 26 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By Lynna Monell
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



T-Mobile USA, Inc.

(Print or type name of corporation, company, contractor, etc.)

DocuSigned by:
By David Bezzant
8F686CC9343749C... (Authorized signature - sign in blue ink)

Name David Bezzant
(Print or type name of person signing contract)

Title Vice President, T-Mobile for Government
(Print or Type)

Dated: 3/19/2024

Address 12920 SE 38th Street
Bellevue, WA 98006

Approved as to Legal Form:

DocuSigned by:
David Visconich
88F220XCBAD98A...
T-Mobile USA, Inc. Legal Department
CLM2638934

FOR COUNTY USE ONLY

Approved as to Legal Form
DocuSigned by:
Jacqueline Carey-Wilson
Jacqueline Carey-Wilson, Deputy County Counsel
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Date 3/19/2024

Reviewed for Contract Compliance
DocuSigned by:
Patty Steven
Patty Steven, Contracts Manager
8F400B79F536485...
Date 3/19/2024

DocuSigned by:
Glenda Jackson
986D21FE34B1453...
Reviewed/Approved by Department
Glenda Jackson, Assistant Director for
Sharon Nevins, Director
Date 3/19/2024

**T-Mobile USA, Inc.
Access To Technology
Price Schedule
(NASPO)**

April 1, 2024 – September 30, 2024

LINE ITEM	IOS DEVICE/FEATURES	COLOR	PRICE EACH
1	Apple iPhone 14 Platform: iOS Screen: 6.1" Super Retina XDR OLED Storage Capacity: 128 GB Memory: 6GB RAM Connections: WIFI802.11ax with 2x2 MIMO, Bluetooth 5.3, NFC, VoLTE, USB	Midnight	\$129.99
2	Wall Power Charger for iPhones GoTo USB-C 20W		\$0.00*
3	iPhone 14 Case/Cover JETech 6.1" Clear Case or similar, Non-Yellowing Shockproof, Anti-Scratch	Clear	\$0.00*
4	iPhone 14 Screen Protector InvisibleShield Glass XTR2 or similar, Tempered Glass, Scratch Resistant	Clear	\$0.00*
5	iPhone Unlimited Data Plan Two Year Unlimited 5G/4G Data Service Plan		\$34.44
6	Apple iPad 10th Gen Platform: iOS Screen: 10.9" Liquid Retina Display Storage: 64 GB Memory: 4GB RAM Connections: WIFI802.11ax WiFi6, simultaneous Dual band (2.4 and 5GHz), HT80 with MIMO, Bluetooth 5.0, NFC, VoLTE, LTE Includes: USB-C Cable and Wall Charger	Midnight	\$0.00*
7	iPad Case/Cover JETech Case for iPad 10 or similar Soft TPU Transparent, Slim, Shockproof	Clear	\$0.00*
8	iPad Screen Protector InvisibleShield Glass Elite or similar, Tempered Glass, Scratch Resistant	Clear	\$0.00*
9	iPad Unlimited Data Plan Two Year Unlimited 5G Data Service Plan		\$34.02
10	Inseego MiFi X PRO 5G Mobile Hotspot Platform: Linux Screen: 2.4 IPS Memory: 8GB Connections: WIFI 6: a/b/g/n/ac/ax (2.4Ghz and 5GHz) 2x2 Su-MIMO Includes USB-C Cable and Wall Charger		\$0.00*
11	Mobile Internet Unlimited Data Plan Two Year Unlimited Data Service Plan		\$29.40
12	Activation Fee for each device: iPhone/iPad/Hotspot		\$0.00*

***\$0.00 accessory prices are contingent upon a minimum purchase quantity of 842 devices and cellular service.**

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NASPO ValuePoint

**PARTICIPATING ADDENDUM****WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

Master Agreement #: MA176

Contractor: **T-MOBILE USA, INC.**Participating Entity: **SAN BERNARDINO COUNTY**

1. Scope: This Participating Addendum ("PA") covers the NASPO ValuePoint Wireless, Data, Voice and Accessories Master Agreement No. MA176 led by the State of Utah, as amended ("Master Agreement") for use by state agencies and other entities, as provided in the Master Agreement, and as more specifically detailed in Paragraph 2, "Participation," below. There were four categories included in the solicitation:

Category 1: Cellular Wireless Services

Category 2: Equipment and Accessories

Category 3: Turnkey Wireless and IoT Solutions offered as a Product

Category 4: Alternative Wireless Transport Options

Contractor was awarded Categories 1, 2, 3A, and 3C.

Participating Entity has elected to participate in **Categories 1, 2, 3A and 3C** (unless indicated otherwise)

Unless otherwise agreed to by the parties herein, this PA shall be coterminous with the Master Agreement including any renewals or extensions to the Master Agreement.

2. Participation: This PA may be used by all state agencies, institutions of higher education, political subdivisions and other entities who are authorized by the State Chief Procurement Official or otherwise eligible to place orders against this PA (collectively "Purchasing Entities"). It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. A Purchasing Entity may issue individual releases (Purchase Orders) against this PA on an as-needed basis.

3. Participating Entity Modifications or Additions are: **Not Applicable.**

4. Order of Precedence: Except as specifically provided otherwise herein, this PA consists of and precedence is established by the order of the following documents:

This PA; and

The Master Agreement (including the Master Agreement Order of Precedence established in the NASPO ValuePoint Master Terms and Conditions).

5. *[intentionally omitted]*

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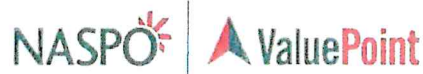
San Bernardino County

NASPO PA (v01292021)

CLM 1003079 Legal 2-18-21_KC

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NASPO ValuePoint

**PARTICIPATING ADDENDUM****WIRELESS, DATA, VOICE AND ACCESSORIES**

Led by the state of Utah

6. Purchase Order Instructions: Any Purchase Order, Order or T-Mobile approved funding document used to order Products and Services shall be in accordance with and subject to the NASPO Master Agreement #MA176. As a pre-condition to ordering T-Mobile Services and Products under the NASPO Master Agreement, T-Mobile will require Participating Entity to provide a Purchase Order, Order or signed funding document.

7. Individual Customer:

Each state agency, political subdivision or other entity placing an order under this Participating Addendum ("Purchasing Entity"), will be treated as if it was an Individual Customer. Except to the extent modified in this Participating Addendum, each agency, political subdivision or other entity will be responsible for compliance with the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency, political subdivision or other entity will be responsible for its own charges, fees and liabilities. Each Purchasing Entity will have the same rights to any indemnity or to recover any costs allowed in the contract for its purchases; and Contractor will apply the charges to each Participating Entity individually. The Individual Customer agrees to the terms of the Participating Addendum, including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the contract and calculating the administrative fee.

8. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor:

Name:	David Bezzant, Vice President, T-Mobile For Government
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006
Telephone:	(425) 383-4000
Fax:	
Email:	David.Bezzant@T-Mobile.com

For Legal Notice to Contractor – send a copy to:

Name:	Legal Department, T-Mobile USA, Inc.
Address:	c/o T-Mobile USA, Inc., 12920 SE 38 th Street, Bellevue, WA 98006

DocuSign Envelope ID: 44DC0B07-2817-4E13-A023-1D01D759CC18

NASPO ValuePoint
PARTICIPATING ADDENDUM



WIRELESS, DATA, VOICE AND ACCESSORIES

Led by the state of Utah

Participating Entity:

Name:	San Bernardino County / Gloria Perez
Address:	777 E Rialto Ave, San Bernardino, CA 92415
Telephone:	9093873372
Fax:	N/A
Email:	Gloria.Perez@pur.sbcounty.gov

9. Software Terms and Conditions: Purchasing Entities that acquire software shall be subject to the license agreements distributed with such software; however, in the event of a conflict in language between an end user license agreement (EULA) and the Master Agreement, the language in the Master Agreement will supersede and control. In addition, any language in a EULA which violates a Purchasing Entity's constitution, statute or other applicable law will be deemed void, and of no force or effect, as applied to the Purchasing Entity.

10. Pursuant to Amendment No. 2 of Master Agreement No. MA176, upon execution of this PA, the parties agree that this PA will supersede and replace any existing Participating Addendum(s) executed by the Participating Entity under either: 1) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Contractor; or 2) the NASPO ValuePoint Master Agreement #1907 between the State of Nevada and Sprint Solutions, Inc., ("Existing 1907 Participating Addendums") as of this PA Effective Date, subject to the terms herein. The Existing 1907 Participating Addendums will be terminated in their entirety as of this PA Effective Date.

11. Technology Evolution:

11.1 In the normal course of technology evolution and enhancement, T-Mobile continually updates and upgrades its Services, Products and networks. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, T-Mobile will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the PA to the contrary, T-Mobile reserves the right, in its sole discretion, after providing the notice set forth in subsection 11.2 below, to (a) migrate Purchasing Entity to a mutually agreed upon replacement technology unless, within the notice period described in subsection 11.2 below, the Purchasing Entity opts to discontinue its Service, Product, network standard, or technology; or (b) discontinue any Service, Product, network standard, or technology without

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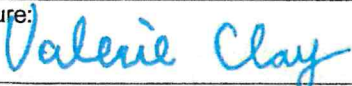
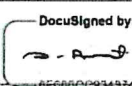
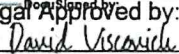
**PARTICIPATING ADDENDUM****WIRELESS, DATA, VOICE AND ACCESSORIES**

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replacement without either party being in breach of the PA or incurring early termination liability relating to the discontinuance of the affected Service, Product, network standard, or technology.

11.2 If T-Mobile takes any action set forth in subsection 11.1 above, T-Mobile will provide no less than 60 days' advance notice reasonably designed to inform Purchasing Entity (if affected) of such pending action. The form of T-Mobile's notice may include providing written notice to any address (a) T-Mobile uses for billing the Purchasing Entity, (b) set forth in Purchasing Entity's Order, or, if (a) or (b) are unavailable, (c) listed in the PA for Participating Entity. Customer agrees that such notice is reasonable and sufficient notice of T-Mobile's pending action. 12. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

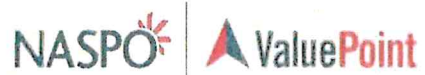
The parties have executed this Participating Addendum as of the date of final execution below ("PA Effective Date").

Participating Entity: San Bernardino County	Contractor: T-Mobile USA, Inc.
Signature: 	Signature: 
Printed Name: Valerie Clay	Printed Name: David Bezzant
Title: Interim Purchasing Director	Title: Vice President
Date: 3/11/21	Date: 2/19/2021
	Legal Approved by:  2/19/2021 T-Mobile USA, Inc. Legal Department

[Additional signatures may be added if required by the Participating Entity]

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at www.naspovaluepoint.org or the NASPO ValuePoint team at ccc@naspovaluepoint.org.

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PARTICIPATING ADDENDUM

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***** Attach Exhibit 1 if necessary – Participating Entity Modifications or Additions*****

**Contractor - email a fully executed PDF copy of this document
to: PA@naspovaluepoint.org**

**To support documentation of participation and posting
in appropriate databases**

