

## Participation Agreement

This Participation Agreement (this "Agreement") is entered into as of the date of last signature by and between the City of Carson, California (the "City") and Dell Marketing L.P. ("Contractor").

WHEREAS, the County of Riverside and Microsoft Corporation are parties to that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"); and

WHEREAS, Contractor and the County of Riverside are parties to that certain Licensing Solution Provider Agreement Number PSA-0001524 dated October 22, 2019 (the "LSPA"); and

WHEREAS, the City wishes to order certain product licenses, receive support, and otherwise participate as an Enrolled Affiliate (as defined in the LSPA), under and in accordance with the terms of the LSPA; and

WHEREAS, Contractor wishes to permit the City to become an Enrolled Affiliate in accordance with and subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the premises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Contractor hereby agree as follows:

1. Defined Terms; Recitals. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the LSPA and the Master Agreement. The foregoing recitals are incorporated into and made a part of this Agreement.
2. Enrollment. As a condition to the City's participation as an Enrolled Affiliate under the LSPA, and by its signature of this Agreement, the City agrees to complete the enrollment and comply with and be bound by all terms and conditions set forth in the LSPA and the Master Agreement. Subject to such completion and compliance, the parties agree that the City shall constitute an Enrolled Affiliate. The City represents and warrants that it meets and will continue to meet throughout the term of this Agreement, the definition of "Enrolled Affiliate" set forth in the LSPA and the Master Agreement.
3. Term. The term of this Agreement shall commence on the date of the last signing hereof and will continue through July 31, 2027, unless terminated earlier in accordance with the LSPA or the Master Agreement.
4. Contract Sum and Licenses. Subject to any limitations set forth in this Agreement, the total compensation, including reimbursement for actual expenses, shall not exceed Eight-Hundred Sixty-Five Thousand, One-Hundred Seventy-Four Dollars and Twenty Cents (**\$865,174.20**) (the "Contract Sum"), for grant of certain Microsoft software licenses to City and City's receipt of support in connection therewith, as detailed in the Quotation attached hereto as Exhibit "A" and incorporated herein by this reference, unless additional compensation is approved pursuant to a mutually agreed upon amendment signed by Contract Officer and Contractor, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.
5. Contract Officer. The Contract Officer shall be Gary Carter, Director of Information Technology and Security. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the Contractor's performance and the Contractor shall refer any decisions which must be made by City to the Contract Officer.

Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

6. Entire Agreement. This Agreement, the LSPA, and the Master Agreement constitute the entire agreement between the parties with respect to the subject matter hereof any and all agreements and representations between the parties made or dated prior to the date hereof. In the event of any conflict between this Agreement and the LSPA or the Master Agreement, the terms of the LSPA and the Master Agreement shall control. The City shall be bound by the terms of any subsequent amendment, modification, supplement, rider, addendum, renewal, extension or replacement of the LSPA or the Master Agreement, whether or not the City is a signatory thereto or had knowledge or received notice thereof.
7. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

(Signatures follow on next page)

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date of the final signature below.

CITY:

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

Date: \_\_\_\_\_, 2024

ATTEST:

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[rjl]

CONTRACTOR:

DELL MARKETING, L.P., a Texas Limited Partnership

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

Address: One Dell Way  
Mail Stop 8129  
Round Rock, TX 78682

Date: \_\_\_\_\_, 2024

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.**

# EXHIBIT "A"



Dell Customer Confidential

## Quotation

Sam Andrews  
[sam.andrews@dell.com](mailto:sam.andrews@dell.com)  
 512.720.4469

Microsoft Enterprise Agreement (EA) (TBD enrollment under 8084445)  
 Customer: City of Carson

Date of Issue: 7/31/2024  
 Quote Expires: 8/31/2024  
 Quote Number: SA-CARSON2024

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Monthly Subscriptions					
Product Description - Online Services	Mfg#	Quantity	Months	Unit Price	Ext. Price
O365 G1 GCC Sub Per User	U4S-00002	650	12	\$8.41	\$65,598.00
EMS G3 GCC ALng Sub Per User	AAD-32907	650	12	\$8.41	\$65,598.00
Windows Enterprise E3 ALng Sub Per User	AAA-10787	650	12	\$4.93	\$38,454.00
M365 G3 Unified FUSL GCC Sub Per User	AAD-34704	300	12	\$31.50	\$113,400.00
Teams AC with Dial Out US/CA GCC Sub Add-on	NYH-00001	950	12	\$0.00	\$0.00
Product Description - Perpetual Licenses with Software Assurance	Mfg#	Quantity		Unit Price	Ext. Price
Win Server DC Core ALng SA 16L	9EA-00273	4		\$989.92	\$3,959.68
Win Server Standard Core ALng Lic/SA 16L	9EM-00265	2		\$690.86	\$1,381.72
					\$0.00
<b>Total Annual Payment</b>					<b>\$288,391.40</b>
Notes:					
Pricing is in accordance with the Riverside County master EA# 8084445 (Riverside County/Dell agreement# PSA-0001524)				<b>Total Annual Payment Yr 1</b>	<b>\$288,391.40</b>
				<b>Total Annual Payment Yr 2</b>	<b>\$288,391.40</b>
				<b>Total Annual Payment Yr 3</b>	<b>\$288,391.40</b>
				<b>Grand Total (3 years of required payments)</b>	<b>\$865,174.20</b>