

**MEMORANDUM OF UNDERSTANDING FOR
CITY OF LINCOLN
COOPERATIVE CONTRACT
10055 O4**

Contract Title: Cloud and Software Solutions

**Lead Entity and Contract Number: State of Utah and NASPO ValuePoint Master
Agreement No. LS4983, State of Nebraska
Participating Addendum Contract No. 116494 P4
(Hereinafter referred to as "the Lead Contract")**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is hereby issued to Carahsoft Technology Corporation, 11493 Sunset Hills Road, Reston, VA 20190 hereinafter called "Contractor", and from the City of Lincoln, Nebraska, a municipal corporation hereinafter called "City", for the purpose of the Contractor and the City agreeing to the terms and conditions provided in this MOU.

The Contractor and the City hereby agree to the following supplemental Terms and Conditions from those in the Lead Contract listed above:

Lead Contract Contact: Name of Company: Carahsoft Technology Corporation

Name: Beth Drake

Phone: 703-889-9734

E-Mail: NASPO@carahsoft.com

Primary Contact: Name: Mariah Edwards

Phone: 703-889-9734

E-Mail: mariah.edwards@carahsoft.com

TERMS AND CONDITIONS

A. PARTICIPATING TERM

The City shall participate in the Lead Contract for Cloud and Software Solutions. This Memorandum of Understanding (MOU) will be effective from September 16, 2026 through September 15, 2030. Upon conclusion of the initial term, the City has the option of renewing for one (1) additional four (4) year term under the same terms and conditions according to the renewals allowed by the Lead Contract.

In the event the Parties hereto communicate in writing their mutual desire to renew the MOU for an additional term not more than one hundred twenty (120) days prior to expiration of the MOU, a renewal agreement shall be prepared by the City for execution by both Parties. In the further event the agreed upon renewal agreement is not fully executed by both Parties prior to the expiration date of this MOU this Agreement shall be automatically extended for sixty (60) days beyond the expiration date to allow for completion of the renewal process. The expiration date of the renewal Agreement shall be one year from the date of expiration of the preceding term. This clause shall survive expiration of the original Agreement or any renewal thereof. The City reserves the right to extend the MOU beyond the renewal term upon written approval by both parties.

B. SCOPE

The Contractor shall provide the same scope of services and provide the same products as set forth in the Lead Contract, and as modified by Attachment A.

C. PRICING

Pricing for these goods and/or services shall be pursuant to the Lead Contract; a copy can be found at <https://drive.google.com/drive/folders/1HAUIUOeT2p3kR9FCXH4T2qvo1pFWkbL3>, and Attachment A, a copy thereof is attached to this Memorandum.

The City will pay for products/services according to the pricing as listed in the Lead Contract, a copy thereof being attached to and made a part of this MOU. The City shall order on an as-needed basis for the duration of the MOU. The cost of products/services for City Departments shall not exceed 2,600,000.00 during the MOU term without approval by the City of Lincoln.

D. CONFLICTING TERMS

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the parties agree that conflicts among the documents comprising this Memorandum shall be resolved according to priority, and that a document's priority shall be determined according to the order in which the document appears in the list below in section "E. Memorandum of Understanding Documents".

E. MOU DOCUMENTS

The following documents comprise the Memorandum of Understanding:

1. This Memorandum of Understanding and associated Terms and Conditions;
2. State of Nebraska Participating Addendum Contract No. 116494 P4
3. Attachment A State of Utah and NASPO ValuePoint Master Agreement No. LS4983
4. Foreign Adversary
5. Insurance Requirements/Certificate of Insurance
6. Tax Forms 13

F. LAWS

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this Memorandum of Understanding. During the term of the MOU, the Contractor shall perform all services and/or supply all goods in accordance with the established and applicable standards and in accordance with applicable State and Local laws.

G. IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this document or the Lead Contract, but which are necessary to provide the functional capabilities described in the Lead Contract, shall be included.

H. CONTRACT MODIFICATION

The MOU shall be modified only by a written MOU amendment and approval of the parties. No alteration or variation of the terms and conditions of this Memorandum shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

I. TERMINATION

This MOU may be terminated by the following:

1. Termination for Convenience. Either party may terminate this MOU upon thirty (30) days written notice to the other party, for any reason, without penalty.
2. Termination for Cause. The City may terminate this MOU for cause if the Contractor:
 - a. Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or products pursuant to the Lead Contract or;
 - b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders or;
 - c. Otherwise commits a substantial breach or default of any provision of the Lead Contract or this MOU. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the MOU shall terminate.
3. In the event that funding is not available to continue with services as written, the City reserves the right to terminate use of the MOU for convenience with no financial obligation to the Contractor, Subcontractors or other stakeholders except for any amount due for services rendered or products supplied prior to notice of cancellation.

The City may terminate this MOU in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the City. In the event of unavailability of funds to pay any amounts due under the MOU, the City shall immediately notify the Contractor and the MOU shall terminate without penalty or expense to the City. Upon termination, the City shall pay the Contractor for any approved and documented services or products completed or purchased up to the date of termination, but not to exceed the maximum amount allowed by the Lead Contract or this MOU.

J. SEVERABILITY

If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the MOU shall not be affected and each provision of the MOU shall be enforced to the fullest extent permitted by law.

K. ASSIGNMENT

This MOU shall not be transferred to/or assigned to another Contractor without prior written consent confirming approval by the City. Any assignment without such prior written consent shall be absolutely void.

L. FORCE MAJEURE

Neither party shall be liable for any costs or damages from its inability to perform any of its obligations under the MOU due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the Lead Contract or this MOU. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The City may grant relief from performance of the MOU if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest on the Contractor. To be released based on a Force Majeure Event, the Contractor shall file a written request for relief with the City of Lincoln/Lancaster County Purchasing Division. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the Contract.

M. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the MOU, the Contractor agrees to pay all expenses of such action, as permitted by law, including Attorney's fees and costs, if the City is the prevailing party.

N. PAYMENT

Unless stated otherwise, the City will initiate payment within thirty (30) calendar days after:

1. All work has been performed, and all equipment or other merchandise has been delivered.
2. All such labor, equipment, and other materials have met all MOU specifications.
3. All such work has been approved by the City.
4. An invoice has been submitted that corresponds with the MOU amount and any subsequent changes approved by the City.

O. INSURANCE

The Contractor agrees to the insurance provisions required for all City/County and Building Commission contracts (see *Insurance Requirements for City, County, and Building Commission*).

P. TAXES AND TAX EXEMPTION CERTIFICATE

The City is generally exempt from any taxes imposed by the State or Federal government. A Tax Exemption Certificate will be provided as applicable.

The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

Q. INDEPENDENT CONTRACTOR

Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City

shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

R. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

S. LIVING WAGE

The Contractor agrees to pay all employees employed in the performance of the MOU according to the City Living Wage per Section 2.81 of the Lincoln Municipal Code. The wages listed in Section 2.81 are subject to change every July. This provision is only applicable to City of Lincoln projects.

T. E-VERIFY

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the Contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

U. CITY AUDIT ADVISORY BOARD

The Contractor's financial records may be subject to audit (City of Lincoln – Chapter 4.66 of the Lincoln Municipal Code) at a maximum of one time during any twelve (12) month period. Upon receiving thirty (30) days' advance notice. Contractor shall make available to the Contract Auditor copies of all financial records and materials germane to the MOU/purchase order, as allowed by law.

V. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the City from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the MOU that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including loss of use resulting therefrom and is caused in

whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.

In any and all claims against the City or any of its elected officials, members, officers or employees by an employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation listed herein shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

W. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION In accordance with the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. §73-901 to §73-907, a public entity shall require a company that submits a bid, or proposal, or enters into any contract or contract renewal with any public entity, to certify that the company is not a scrutinized company and will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company. As such the Contractor agrees to do one of the following:

- (A) If the Contractor is providing technology related goods or services under the Act, Contractor agrees to complete and sign a Certification Form as provided by the City certifying that the Contractor is not a scrutinized company and attach it to the Agreement; or
- (B) If the Contractor is not providing technology related goods or services under the Act, Contractor agrees to complete and sign a Certification Form as provided by the City certifying that the Contractor is not providing such services and is not subject to the Act; or
- (C) If the Contractor is providing technology related goods under the Act, and Contractor is a scrutinized company that qualifies under Neb. Rev. Stat. §73-906(2) as an exception for the provision of manufactured goods only, Contractor agrees to complete and sign a Certification Form as provided by the City certifying that the contractor is a scrutinized company that meets the exception provided under the Act.

X. WAIVER

City's failure or neglect to enforce any of its rights under this Memorandum will not be deemed to be a waiver of the City's rights.

X. THIRD PARTIES

This Memorandum is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties involved. City shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than Contractor.

The Contractor and the City hereby agree that all the terms and conditions of this MOU shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

The Contractor hereby agrees to this MOU upon completion of signatures on the Vendor Signature Page.

Vendor Signature Page

MEMORANDUM OF UNDERSTANDING FOR
Cloud and Software Solutions
10055 O4
City of Lincoln
Carahsoft Technology Corporation

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest: Mariah Edwards

Mariah Edwards Seal
Secretary

Carahsoft Technology Corp.
Name of Corporation

11493 Sunset Hills Rd, Suite 100, Reston, VA 20190
Address

By: Madeline Hall Digitally signed by Madeline Hall
Date: 2026.08.14 09:54:15 -0400 Madeline Hall
Duly Authorized Official

Senior Contracts Administrator
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By:
Member

By:
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln Signature Page

MEMORANDUM OF UNDERSTANDING FOR
Cloud and Software Solutions
10055 O4
City of Lincoln
Carahsoft Technology Corporation

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST

City Clerk



CITY OF LINCOLN, NEBRASKA

Leirion Gaylor Baird, Mayor

Approved by Resolution Order No. **A-95930**

dated 9/22/26