

AGREEMENT

30905

THIS AGREEMENT ("Agreement") is made and entered, in duplicate, as of the 30th day of September, 2008, for reference purposes only, pursuant to Resolution No. 08-0100 adopted by the City Council of the City of Long Beach at its meeting held on the 2nd day of September, 2008, between **VERIZON BUSINESS NETWORK SERVICES, INC.**, on behalf of Verizon Select Services Inc., Verizon Network Integration Corp., and other authorized Verizon affiliates, with a business address of 112 Lakeview Canyon Road, Thousand Oaks, California 91362 ("Contractor") and the **CITY OF LONG BEACH**, a municipal corporation ("City").

WHEREAS, the City has a need for telecommunications equipment and maintenance services; and

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases of telecommunications equipment ("Equipment") and maintenance services ("Services") under the purchasing contracts of other governmental agencies when authorized by a resolution; and

WHEREAS, the State of California ("State") has approved a program ("CMAS" Program") pursuant to which governmental entities may purchase Equipment from various vendors, including Contractor, under a CMAS Agreement ("CMAS Agreement") between the State and each such vendor;

WHEREAS, the State has eight (8) existing CMAS Agreements for Equipment, copies of which are attached as Exhibit "A" and incorporated herein by this reference. City understands that the list of vendors, and the pricing for Equipment under existing CMAS Agreements may change during the term of this Agreement and Contractor agrees to advise City in writing of any such changes to its CMAS Agreement Schedules. Prices shall not exceed the pricing provided by Contractor for Equipment under existing CMAS Agreements. In addition, Contractor shall at the request of City provide City with the information necessary for City to access the price schedule of each vendor; and

WHEREAS, on September 2, 2008 the City Council adopted Resolution No. 08-0100 authorizing the City to purchase Equipment from Contractor under the CMAS Agreements.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, it is mutually agreed by and between the parties hereto as follows:

1. The CMAS Agreements are hereby incorporated herein, as referenced in Exhibit "A", and the same terms and conditions contained in the CMAS Agreements shall be applicable to City and Contractor for the purchase and sale of Equipment; and the Services shall be provided to City by Contractor pursuant to the terms of Exhibit "B", attached hereto and incorporated in its entirety by this reference. This Agreement, Exhibit "A", and Exhibit "B" shall govern the purchase of Equipment and the provision of Services, respectively, except as follows:



a. The term of this Agreement shall be deemed to have commenced upon execution of this Agreement by both parties (the "Effective Date") and, except for Services which shall be provided for a three (3) year period commencing on the Effective Date, shall expire on the expiration or earlier termination of the CMAS Agreements (Exhibit "A") as the same may be modified, superseded, extended or renewed and as will be reflected in a written notice from Contractor; provided, however, that City may terminate this Agreement at any time on thirty (30) days written notice to Contractor.

b. Whenever the CMAS Agreements refer to the State of California, they shall be deemed to refer to the City.

c. Whenever the CMAS Agreements refer to State Auditor, they shall be deemed to refer to the City Auditor of the City of Long Beach.

d. Whenever the CMAS Agreements refer to the Chief Executive Officer, they shall be deemed to refer to the City Manager of the City.

e. Whenever the CMAS Agreements refer to the State Chief of Procurement, they shall be deemed to refer to the Manager of the City's Infrastructure Services Bureau.

f. Whenever the CMAS Agreements refer to the United States Government, they shall be deemed to refer to the City Council of the City.

g. All invoices required under the CMAS Agreements shall be submitted to the following address:

City of Long Beach
Telecommunications Division
333 West Ocean Boulevard
Lower Level
Long Beach, California 90802
Attn: Norm Maeshima

h. With respect to Equipment, to the extent that the provisions of the CMAS Agreement and this Agreement are inconsistent, the provisions of the CMAS Agreement shall govern. With respect to Services, to the extent that the provisions of Exhibit "B" and this Agreement are inconsistent, the provisions of Exhibit "B" shall govern.

i. Whenever Exhibit B refers to the Agreement such reference shall be deemed to refer to Exhibit B, and its associated attachments.

j. Pricing provided for telecommunications equipment pursuant to the CMAS Agreements is subject to change. However, such revised pricing shall not exceed the prices set forth in the applicable CMAS Agreement(s). Contractor may, at its sole discretion offer reduced prices to City for telecommunications equipment, from time to time, during the term of this Agreement. Pricing provided for maintenance services shall be set out in Exhibit B, and shall remain firm for the three year term of Exhibit B.



k. Notwithstanding anything to the contrary in this Agreement, or in Exhibit "A", or Exhibit "B", including provisions governing orders of precedence, the following provision shall exclusively govern all matters with respect to the subject matter thereto involving indemnification and defense between the parties hereto, and shall be considered Paragraph 7 of this Agreement:

"7. Indemnification and Defense.

"Notwithstanding anything to the contrary in this Agreement or its exhibits, including provisions governing orders of precedence, Contractor shall have no obligation for (a) any costs, fees or expenses incurred by City without Contractor's prior written consent; (b) any allegation, assertion, or claims of intellectual property infringement, including contributory infringement or inducement to infringe, arising out of or related to any Claim: (i) automated call processing, automated voice service, automated customer service or combined live operator/automated systems processing used in processing or completing calls, (ii) automated bridging of more than two callers utilizing some form of "listen only" (unilateral) communication combined with some form of interactive communication, (iii) prepaid calling products or services, (iv) wireless telecommunications services or support therefor, or (v) "music on hold." service; or (c) any indirect, special, consequential or incidental damages arising out of any Claim."

2. City agrees to purchase and Contractor agrees to sell the telecommunications equipment and maintenance services for an aggregate amount not to exceed Three Hundred Fifty Thousand Dollars (\$350,000.00) per year during the term of this Agreement. City reserves the right to purchase only that telecommunications equipment and such maintenance services that meet its needs and requirements. Contractor shall pay all transportation and packaging costs for the telecommunications equipment.

3. Prior to execution of this Agreement and without limiting the indemnity provisions set forth herein to the full extent as permitted by law, Contractor, at its sole cost, shall procure and maintain in full force and effect the following policies of insurance from a company or companies authorized or permitted to conduct business in the State of California with a current rating from A.M. Best Company of "A-: VII" or better:

a. **General Liability.** Commercial general liability insurance which affords coverage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form with minimum combined single limits of not less than \$2,000,000 per occurrence.

b. **Automobile Liability.** Commercial automobile liability insurance with coverage at least as broad as Insurance Services Automobile coverage form, with minimum combined single limits of \$2,000,000 combined single limits each accident.

c. **Worker's Compensation.** Worker's Compensation insurance, as required by the State of California, and Employer's Liability insurance, with a minimum limit of \$1,000,000 per accident/disease/policy limit.

d. **Errors and Omissions Liability Insurance.** Telecommunications, Media and Technology Errors and Omissions insurance with a per claim and aggregate limit of \$1,000,000 for a period whose prior acts coverage shall be no later than the Effective Date of this Agreement and whose extended



reporting coverage period shall be at least one (1) year from the time that all work under this Agreement is completed.

The policy or policies of insurance required for General Liability and Automobile Liability shall be endorsed to include:

a. The indemnified parties, while acting within the scope of their authority, as additional insureds as their interest may appear, such insurance is to be primary and not contributing with any other insurance or self-insurance maintained by said additional insureds.

b. In the event of one insured, whether named or additional, incurring liability to any other of the insured, whether named or additional, the policy shall cover the insured against whom claim is or may be made in the same manner as if separate policies had been issued to each insured, except that the limits of insurance shall not be increased thereby.

d. Such insurance is primary and any other insurance, deductible, retention or self-insurance maintained by the indemnified parties shall not contribute with such primary insurance.

In addition, the policy or policies of insurance, as identified below, shall be endorsed as follows:

a. The certificates of insurance evidencing the coverage required by this agreement shall contain a provision stating that the insurer or its authorized representative(s) shall endeavor to provide thirty (30) days prior written notice of intent to non-renew, cancellation or material adverse change to the City Risk Manager, except that ten (10) day notice for nonpayment of premium shall apply.

In the event any of the insurance coverages required to be furnished by Contractor have deductible or self-insured provisions, Contractor shall fully protect the indemnified parties in the same manner as those interests would have been protected had the policy not contained the deductible or self-insured provision.

Contractor shall deliver ACORD certificates of insurance coverage or certificate forms furnished by the City ("evidence of insurance") for approval as to sufficiency by the City Risk Manager and approval as to form by the City Attorney, which shall not be unreasonably withheld. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. If Worker's Compensation coverage is placed with the State Compensation Insurance Fund, a State Compensation Fund Certificate of coverage will be acceptable if endorsed in accordance with this Agreement.

Should Contractor fail to maintain policies with the coverage and limits specified herein, in full force and effect at all times, the City shall have the right to withhold any payment due Contractor or to suspend Contractor's operations until Contractor has fully complied with these provisions and furnished the required



evidence of insurance. In the event that Contractor's operations are suspended for failure to maintain acceptable insurance coverage, Contractor shall not be entitled to and extension of time for completion of the work.

Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of this specification. All coverages and endorsements of coverages for subcontractors shall be subject to all of the requirement stated herein.

4. All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered or mailed by first-class registered or certified mail, postage prepaid, addressed as follows:

If to City: City of Long Beach
333 West Ocean Boulevard, 13th floor
Long Beach, California 90802
Attn: City Manager

If to Contractor: Verizon Business Services
6415-6455 Business Center Drive
Highlands Ranch, CO 80130
Attn: Customer Service
(Email: notice@verizonbusiness.com)

With a copy to: Verizon Business Services
22001 Loudoun County Parkway
Ashburn, VA 20147
Attn: Vice President, Legal

5. All reports required of Contractor under the CMAS Agreements shall be delivered to City at the address set forth in Section 4 above.

6. Unless otherwise defined in this Agreement, all capitalized terms shall have the meanings ascribed to them in the CMAS Agreements.



IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed with all of the formalities required by law as of the date first stated above.

VERIZON BUSINESS NETWORK SERVICES, INC.,
On Behalf Of
Verizon Select Services Inc. and
Verizon Network Integration Corp.

Dated 09/30/, 2008

By [Signature]

Name Suleiman Hessami
VP Pricing/Contract Management

Title: _____

Dated _____, 2008

By _____

Name _____

Title _____

“CONTRACTOR”

CITY OF LONG BEACH,
a municipal corporation

Dated October 17, 2008

By [Signature] Assistant City Manager
City Manager

“CITY”

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Agreement is hereby approved as to form on this 2nd day of October, 2008.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy





EXHIBIT A
Applicable CMAS Agreements

The eight (8) existing CMAS Agreements for Equipment, as identified below are by this reference incorporated herein. The terms and conditions of the CMAS Agreements shall govern the purchase of Equipment under this Agreement.

<u>CMAS Agreement #</u>	<u>Current Expiration Date</u>	<u>Products Covered</u>
3-03-70-1583B	10/31/2008	Brand – Aspect ACD – Equipment ACD – Hardware Component ACD – Software Software Software – Workforce Management
3-04-58-0012Q	09/30/2008	Brand – Cisco Service – Equipment Installation Service – Hardware Installation
3-04-70-0016AB	10/31/2010	Brand – Berk-Tek Brand Commscope Brand Leviton Brand – Ortronics Wire – Cable (Various) Wire – Communication (Component, Fiber, Copper) Service – Telecommunications Cabling
3-03-70-0116X	07/31/2008	Dell Computers
3-05-70-1583C	08/31/2009	Ezenia! - PC-Software Software - License Agreement Software - Maintenance Software - Training Course Training - Software
3-05-70-1583D	03/31/2011	Brand – Nortel
3-00-58-0158A	11/30/2008	Brand – Tandberg Video Equipment – Accessories Video Equipment – Attachments Video Equipment – Digital Camera Video Equipment – Professional
3-04-70-2096B	06/30/2009	Brand – Witness



EXHIBIT B



This System Agreement ("Agreement"), effective as of the _____ day of September, 2008, is made by and between

A. Verizon Entity Name ("Verizon"): Verizon Business Network Services, Inc. on behalf of Verizon Select Services Inc. and Verizon Network Integration Corp.	B. City of Long Beach ("City")
Address: 5 Hutton Centre Drive, Suite 400	Address: 333 W Ocean Blvd
City: Santa Ana State: CA Zip Code: 92707	City: Long Beach State: CA Zip Code: 90802
Contact Name and Phone Number: Thom Antonopoulos (714) 941-2552	Customer Billing Address (if different):
Quote Number (if applicable) _____	City: State: Zip Code:
	Contact Name and Phone Number: Colleen Huber - 12 th floor 562-570-5000

<p>C. Select all applicable options:</p> <p><input type="checkbox"/> New System/Service Sale <input type="checkbox"/> Adds/Upgrade to Existing System <input type="checkbox"/> Installation Services <input type="checkbox"/> International Purchase and Sale (Drop Ship)</p> <p>Verizon Maintenance Services</p> <p><input type="checkbox"/> Data Maintenance Next Business Day Remote <input type="checkbox"/> Data Maintenance 4-Hour Remote <input type="checkbox"/> Data Maintenance 4-Hour On-Site <input type="checkbox"/> Data Maintenance 8-Hour On-Site <input type="checkbox"/> Video Central Support Next Business Day On-Site <input type="checkbox"/> Video Central Support Next Business Day Remote <input type="checkbox"/> Connectivity Assurance <input type="checkbox"/> IP Phones Next Business Day <input type="checkbox"/> IP Telephony Application Server Platform 4-Hour</p> <p>Remote</p> <p><input type="checkbox"/> IP Telephony Application Server Platform 4-Hour On-Site <input type="checkbox"/> IP Telephony Application Server Platform 8-Hour On-Site <input type="checkbox"/> IP Telephony Software Support</p>	<p>Verizon Maintenance Services Cont'd.</p> <p><input type="checkbox"/> 8x5 Switch & Phones <input type="checkbox"/> 8x5 Switch & Proprietary Phones <input type="checkbox"/> 8x5 Switch Only <input type="checkbox"/> 8x5 Ancillary/Auxiliary Equipment <input type="checkbox"/> 8x5 Nortel Norstar <input type="checkbox"/> 8x5 NEC Electra Elite <input type="checkbox"/> 8x5 Business Communication Manager <input type="checkbox"/> 8x5 Centrex CPE <input type="checkbox"/> 24x7 Switch & Proprietary Phones <input type="checkbox"/> 24x7 Switch Only <input type="checkbox"/> 24x7 Ancillary/Auxiliary Equipment <input type="checkbox"/> 24x7 Nortel Norstar <input type="checkbox"/> 24x7 NEC Electra Elite <input type="checkbox"/> 24x7 Business Communication Manager <input type="checkbox"/> 24x7 Voice Service Plus <input type="checkbox"/> 24x7 Centrex CPE <input type="checkbox"/> Software Release Subscription (SRS) <input type="checkbox"/> On-Site Technician <input type="checkbox"/> Supplemental Warranty Coverage (extends the standard warranty to 24 hour coverage for major failures during the warranty period) <input type="checkbox"/> Other</p>
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IP Telephony Software Support with Upgrades

Verizon Maintenance Services Cont'd.

Third Party Maintenance Services - Third party maintenance will be provided in accordance with (i) the service descriptions of the respective third party maintenance service providers (generally available on their respective websites) and (ii) the relevant terms and conditions of this Agreement, specifically excluding section 3.2 (termination for convenience).

- Nortel Extended Service
- Cisco SMARTnet
- Other:

D. Payment Options:

- Cash Purchase
- Lease/Financing
 - Verizon Credit Inc.
 - Third Party Lease/Financing _____ (must have prior written approval of Verizon)
- E-Rate/USF Funding Application No. _____
- Tax Exempt No. _____

E. The total price of the System and/or services being purchased by the Customer is:

Equipment Price	\$ _____
Professional Services Price	\$ _____
Maintenance Service	
Voice Maintenance Service for _____ Year(s)	\$ _____
Managed Network Solutions Service for _____ Year(s)	\$ _____
Third Party Maintenance Service for _____ Year(s)	\$ _____
Supplemental Warranty Coverage	\$ _____
Applicable taxes (estimated)	\$ _____
TOTAL PRICE	\$ _____

Customer Initials



SYSTEM AGREEMENT

Down Payment \$ _____

Balance Due \$ _____

F. Maintenance Service Billing Option:

- Pre-paid Billing: _____ years \$ _____ (Annual Rate)
- Deferred Billing (deferred until warranty expiration):
_____ years \$ _____ (Year 1) \$ _____ (Year 2) \$ _____ (Year 3) \$ _____ (Year 4) \$ _____ (Year 5)

Bill deferred payment (check one): annually semi-annually quarterly monthly

G. Attachments

- Avaya Equipment, Maintenance and Professional Services Exhibit
- Call Center Software, Support and Professional Services Exhibit
- Cisco Technology Migration Program Supplement
- Cisco Try and Buy Program Supplement
- Equipment Sales and Installation Exhibit
- E-Rate Funding Related Terms and Conditions
- Managed Network Solutions Exhibit
- PBX Mobile Extension
- Professional Services Exhibit
- Quotes For Maintenance
- Service Plan Description(s)
- Statement of Work
- Statement of Work (Avaya)
- Voice Maintenance Exhibit

THE TERMS AND CONDITIONS OF THIS AGREEMENT CONTINUE ON THE FOLLOWING PAGES

Customer Initials



1. Scope of Agreement. Subject to the terms and conditions of this Agreement, Verizon will provide Customer, either directly or in conjunction with such subcontractors as it may select, the equipment, software, installation services, maintenance and/or professional services (hereinafter collectively the "System") as described in this Agreement and as further described in a Statement of Work and any Exhibit attached hereto.

1.1 For Equipment Sale and Installation Services: Verizon will provide and, if applicable, install the equipment as set forth in the applicable quote and the Equipment and Installation Services Exhibit.

1.2 For Maintenance Services: Verizon will provide the maintenance services as set forth in the applicable quote and the Call Center Software, Support and Professional Services Exhibit, the Maintenance Services Exhibit and/or the Managed Network Solutions Exhibit. This does not apply to maintenance services provided by a third party.

1.3 For Professional Services: Verizon will provide the professional services as set forth in the applicable quote and the Professional Services Exhibit.

All applicable Statements of Work and Exhibits attached hereto are incorporated herein and made a part of this Agreement.

2. Fees and Payment.

2.1 Customer will pay all fees for the System as set forth on Pages 2 and 3 of this Agreement and the applicable quote or Statement of Work, subject to additions and deductions made by written Change Order(s). Customer is responsible for applicable taxes, shipping, handling, telecommunication surcharges and other charges applicable to the equipment and/or services provided under this Agreement. Customer agrees either to pay to Verizon the amount of all applicable taxes (as determined by tax authorities) or to provide upon execution of this Agreement evidence of exemption acceptable to Verizon.

2.2 Payments are due within thirty (30) days of receipt of the invoice ("Due Date") and any payment not received by the Due Date shall be subject to a late payment charge of the lesser of one and one-half percent (1.5%) per month and the maximum amount allowed by law. Late payment charges will be assessed monthly against the amount due. Should Customer dispute an amount invoiced, Customer shall pay the undisputed portion of that invoice and promptly notify Verizon in writing of the amount and nature of the dispute and the parties shall cooperate to resolve the dispute pursuant to Section 15 of this Agreement. Verizon reserves the right to suspend or terminate any or all services or terminate the provision, installation or repair of any or all equipment subject to this Agreement immediately if Customer is more than sixty (60) days overdue for payments that have not been disputed in good faith.

2.3 The down payment listed on Page 2 of this Agreement shall be paid at execution of this Agreement. The balance due shall be paid in accordance with the terms of this Section unless otherwise specified in a Statement of Work.

3. Term and Termination. This Agreement shall be effective as of the date first set forth above and shall continue in full force and effect until terminated in accordance with this Agreement.

3.1. Either party may, upon written notice, immediately suspend its performance of and/or terminate the affected service or equipment order to which the deficiency pertains in the event the other party (i) fails to perform material terms of this Agreement and (a) such failure is not cured within thirty (30) calendar days following receipt of a default notice in writing from the other party, or (b) if such failure cannot reasonably be cured during that time and the defaulting party fails to use commercially reasonable efforts to cure such breach as soon as practicable, but in any event within ninety (90) calendar days following written notice; (ii) engages in fraud, criminal conduct or willful misconduct in connection with the business relationship of the parties; or (iii) becomes insolvent, ceases doing business in the ordinary course, enters bankruptcy proceedings or effects an assignment for the benefit of creditors. In the event Verizon terminates this Agreement pursuant to this Section 3.1, Customer shall promptly pay Verizon for the System and any services provided up to the date of termination. In the event Customer defaults under this Agreement, Customer's down payment shall be non-refundable.



3.2. Either party may terminate this Agreement or a Statement of Work for convenience, in whole or in part, upon thirty (30) days prior written notice to the other party. If this Agreement or a Statement of Work is terminated by Customer pursuant to this Section, or if an order under this Agreement is cancelled by Customer, Verizon shall have no further responsibility under this Agreement, Statement of Work or such order, as applicable, and Customer shall promptly pay Verizon:

3.2.1. for all equipment and services provided up to the date of termination or cancellation, as applicable;

3.2.2. for all expenses incurred up to the date of termination or cancellation, as applicable, including but not limited to the costs of terminating purchase orders, return of equipment and/or software (if permitted by Verizon), removal of equipment and/or software and other contractual obligations made by Verizon to meet its obligations under this Agreement or Statement of Work, plus a restocking fee of twenty-five percent (25%) of the cost of any equipment cancelled or returned.

3.3. Where multiple Statements of Work are associated with this Agreement, the termination of one or fewer than all of the Statements of Work shall only affect the terminated Statement(s) of Work. The remaining Statement(s) of Work shall remain in effect. Termination of the Agreement shall not affect any maintenance service in effect at the time of termination and such service shall continue until expiration thereof under the terms of this Agreement as if the Agreement was still in effect.

3.4. Verizon reserves the right to suspend performance under this Agreement or a Statement of Work if required, in Verizon's sole discretion, by regulation, statute, judicial action or other applicable legal requirement.

3.5. Verizon reserves the right to amend the rates, terms and conditions of service under this Agreement to be effective upon the commencement of any renewal term and without formal amendment of this Agreement by providing Customer written notice thereof prior to the expiration of the then-current term. If Customer is unwilling to accept such amended rates, terms and conditions, Customer shall provide Verizon written notice thereof prior to the expiration of the then-current term, in which event the service shall terminate upon expiration of the then-current term.

3.6. Termination of this Agreement shall not relieve either party of its respective obligations to comply with all terms of this Agreement that expressly call for performance prior or subsequent to the termination date, including without limitation the parties' respective obligations to protect proprietary and confidential information.

4. **Purchase Order.** The parties acknowledge that a Customer purchase order or similar document is intended solely to evidence Customer's intention to purchase equipment, software and/or services set forth therein. Except with respect to a provision in a Customer purchase order or similar document evidencing an intent to be bound by the terms and conditions of an Agreement between Customer and Verizon, the terms and conditions of such Customer purchase order or similar document shall be disregarded and of no force or effect, it being agreed that the terms and conditions of the Agreement between Customer and Verizon shall govern.

5. **Leasing Option.** With Verizon's prior written consent Customer may finance the System or any portion thereof in a separate transaction through a third party leasing company ("Lessor") approved by Verizon, assign its rights and obligations with respect to payment under this Agreement to the Lessor, and/or cause the Lessor to issue a purchase order in a form acceptable to Verizon. Notwithstanding such transaction and/or assignment, Customer shall remain responsible for performance of all of its obligations under this Agreement, including payment in full.

6. **Risk of Loss.** If Verizon installs the System, risk of loss or damage to the System passes to Customer on delivery of the System (including portions thereof) to Customer's site. If Verizon does not install the System, risk of loss or damage to the System (or portions thereof) passes to Customer upon delivery to the carrier.

7. **Title and Security Interest.** Until full payment has been rendered, Customer grants Verizon a purchase money security interest in the System, and agrees to execute all documents necessary to perfect that interest and, to the extent permitted by law. Upon final payment, title shall pass to Customer and Verizon will release its security interest. Customer will not grant or convey to any other person or entity a security interest in, or permit placement of a lien on, the System unless and until Customer has paid Verizon in full for such System.



System Agreement

8. Software. Software provided in conjunction with the System is licensed to Customer under the license provided by the software publisher or by the equipment manufacturer with which the software is provided. Customer shall, if required, execute a separate software license agreement in a form satisfactory to the software publisher or equipment manufacturer.

9. Customer Responsibilities. Customer will:

9.1. Allow Verizon access for installation, inspection, testing, maintenance and repair of the System and performance of any required activity.

9.2. Provide suitable building facilities for the System in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes.

9.3. Provide necessary heating, cooling, humidity and dust control as required by manufacturer specifications.

9.4. Remove existing equipment or cable that interferes with System installation.

9.5. Identify and disclose to Verizon concealed equipment, wiring or conditions that might be affected by or might affect the installation of the System. Customer shall defend and hold Verizon harmless from any claim, damage or liability resulting from a failure to disclose this information.

9.6. Authorize Verizon, at Customer's expense, to make service requests upon third parties for System interconnection requirements, including obtaining telephone service for testing where necessary.

9.7. Designate trash deposit points on each floor on which the System is to be installed where Verizon will place waste for removal by Customer.

9.8. Cooperate with Verizon's requests for assistance in testing or installation.

9.9. Be responsible for providing adequate back-up of data and for restoring data to repaired equipment.

9.10. If the System is to be connected to the public network, be solely responsible for selection, implementation and maintenance of security features for defense against unauthorized long distance calling, and for payment of long distance, toll and other telecommunications charges incurred through use of the System.

9.11. Immediately notify Verizon of any anticipated delay in building availability or inability to meet any of the above listed requirements.

9.12. If ordering Cisco Products or services, acknowledge having read and understand the End User obligations and service descriptions for relevant Cisco products and services as found at www.cisco.com/go/serviceDescriptions or other URL as may be provided by Cisco from time to time. Further, Customer agrees to the terms and conditions of Cisco's Software License Agreement.

10. Changes In/Additions to System.

10.1 Customer may order additional equipment, software, and/or services pursuant to a written Amendment, Customer purchase order or similar document, and such order shall be governed by this Agreement, including without limitation Section 4, and shall specifically reference this Agreement.

10.2 Customer shall also have the right, by written notice, to propose changes in the System under this Agreement and any Statement of Work ("Change Orders") and Verizon shall comply to the extent it deems feasible and reasonable. If Verizon determines that such changes cause an increase or decrease in the cost of or time required for performance, Verizon shall advise Customer and such adjustments shall be reflected in a written Change Order. Should Verizon encounter, in installing the System, any concealed or unknown condition not expressly set forth in the applicable Statement of Work, which condition affects the price or schedule for installation of the System, the price and/or the schedule shall be equitably adjusted by Change Order to cover all costs, including but not limited to labor, equipment, materials and tools necessary to carry out the change.

10.3 No Change Order shall become effective as a part of this Agreement and the applicable Statement of Work, and no changes in the System shall be initiated, until the Change Order is mutually agreed upon in writing. Verizon shall not be obligated to consider or accept any Change Order that results in a decrease of more than twenty percent (20%) in the total price of the System. Verizon may also propose changes in or additions to the System, and may proceed with such changes upon execution by Customer and Verizon of a written Change Order.

11. Warranty. Verizon warrants that it will perform the services provided under this Agreement in a good and workmanlike manner. Unless otherwise set forth in an Exhibit, all manufacturers'/publishers' warranties for



System Agreement

equipment and/or software provided hereunder are passed through to Customer and warranty claims shall be presented by Customer directly to the manufacturer/publisher.

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES FROM VERIZON, UNLESS OTHERWISE STATED IN AN EXHIBIT. OTHERWISE VERIZON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. VERIZON SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO VERIZON'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD. VERIZON MAKES NO WARRANTY FOR USE OF THE SYSTEM AS A COMPONENT IN LIFE SUPPORT SYSTEMS OR DEVICES, PUBLIC SAFETY SYSTEMS, OR WITH RESPECT TO THE PERFORMANCE OF ANY SOFTWARE OR FIRMWARE.

12. Limitation of Liability. EXCEPT FOR PAYMENTS OWED UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING A PARTY'S NEGLIGENCE) OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, LOST PROFITS (ACTUAL OR ANTICIPATED), UNAVAILABILITY OF ALL OR PART OF THE SYSTEM, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET OUT IN SECTION 13, VERIZON'S ENTIRE LIABILITY FOR ANY OTHER DAMAGE WHICH MAY ARISE HEREUNDER, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING VERIZON'S NEGLIGENCE, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE PURCHASE PRICE OF THE SPECIFIC EQUIPMENT, SOFTWARE OR SERVICES GIVING RISE TO THE CLAIM. VERIZON SHALL BEAR NO LIABILITY FOR USE OF EQUIPMENT, SOFTWARE OR SERVICES PROVIDED UNDER THIS AGREEMENT IN CONNECTION WITH LIFE SUPPORT SYSTEMS OR DEVICES OR PUBLIC SAFETY SYSTEMS. EXCEPT AS EXPRESSLY STATED OTHERWISE HEREIN, VERIZON SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THE SYSTEM WITH THIRD-PARTY PRODUCTS OR SYSTEMS THAT CUSTOMER MAY UTILIZE IN CONJUNCTION WITH THE SYSTEM OR TO WHICH CUSTOMER MAY CONNECT THE SYSTEM.

13. Indemnification and Defense.

13.1 Except as provided below, Verizon will defend Customer against any claim, suit, action or proceeding alleging that equipment supplied by Verizon to Customer under this Agreement ("Verizon supplied equipment") infringes a valid U.S. patent or copyright ("Claim"), and Verizon will indemnify and hold harmless Customer against any and all finally awarded costs and expenses, including attorneys' fees, in connection with any such Claim.

13.2 If the use of any Verizon supplied equipment is enjoined or subject to a Claim as described above, Verizon may, at its option and expense, either procure for Customer the right to continue to use the equipment, replace the equipment, or relevant component, with substantially equivalent, non-infringing equipment, or relevant component, or modify the equipment, or relevant component, so that it becomes non-infringing. In the event that none of the foregoing options is commercially reasonable to Verizon, Verizon will remove the infringing Verizon supplied equipment and refund to Customer the purchase price for the equipment less depreciation for its use. Depreciation shall be calculated on a straight-line basis, assuming a useful life of five (5) years.

13.3 Verizon shall have no obligation for (a) any costs, fees or expenses incurred by Customer without Verizon's prior written consent; (b) any allegation, assertion, or claims of intellectual property infringement,



SYSTEM AGREEMENT

including contributory infringement or inducement to infringe, arising out of or related to any Claim: (i) automated call processing, automated voice service, automated customer service or combined live operator/automated systems processing used in processing or completing calls, (ii) automated bridging of more than two callers utilizing some form of "listen only" (unilateral) communication combined with some form of interactive communication, (iii) prepaid calling products or services, (iv) wireless telecommunications services or support therefor, or (v) "music on hold," service; or (c) any indirect, special, consequential or incidental damages arising out of any Claim.

13.4 Any obligation on the part of Verizon to defend and indemnify shall not apply to any Claim or portion thereof that arises from (i) any negligent or willful act or omission by or attributable to Customer; (ii) use or operation of the Verizon supplied equipment in combination with equipment or services provided by Customer or any third party; (iii) any addition to or modification of the Verizon supplied equipment by Customer, any third party or Verizon at Customer's request; (iv) use of other than the then current unaltered release of any software used in the Verizon supplied equipment; or (v) any equipment, system, product, process, method or service of Customer which otherwise infringed the U.S. patent or copyright asserted against Customer prior to the supply of the equipment to Customer by Verizon under the Agreement.

13.5 The foregoing states the entire obligation of Verizon to Customer and is Customer's sole and exclusive remedy with respect to any Claim of infringement of any intellectual property right of any kind, and Verizon disclaims all other warranties and obligations with respect to any such Claims.

13.6 Customer shall defend, indemnify and hold harmless Verizon, its employees, officers, directors, agents and affiliates for damages, costs and attorneys fees in connection with any claim arising out of (a) Customer's use of the equipment provided by Verizon other than as expressly indemnified by Verizon pursuant to Section 13.1 of this Agreement, (b) combination of the equipment provided by Verizon with other equipment, software, products or services not provided by Verizon under this Agreement, (c) modification of the equipment provided by Verizon, or (d) arising out of the content of communications transmitted by or on behalf of Customer in the use of the services or equipment provided by Verizon, including but not limited to libel, slander, and invasion of privacy.

13.7 Each party (the "indemnitor") shall defend, indemnify, and hold harmless the other party (the "indemnitee") against all claims and liabilities for direct damages imposed on the indemnitee for bodily injuries, including death, and for damages to real or tangible personal property to the extent caused by the negligent or otherwise tortious acts or omissions of the indemnitor, its agents or employees in the course of performance of this Agreement.

13.8 The defense and indemnification obligations set forth in this Section 13 are contingent upon (1) the indemnitee providing the indemnitor prompt, written, and reasonable notice of the claims, demands, and/or causes of action subject to indemnification, (2) the indemnitee granting the indemnitor the right to control the defense of the same, and (3) the indemnitee's full cooperation with the indemnitor in defense of the claim, including providing information and assistance in defending the claim. Nothing herein, however, shall restrict the indemnitee from participating, on a non-interfering basis, in the defense of the claim, demand, and/or cause of action at its own cost and expense with counsel of its own choosing. No settlement may be entered into by the indemnitor on behalf of the indemnitee that includes obligations to be performed by the indemnitee (other than payment of money that will be fully paid by the indemnitor under Sections 13.1- 13.7 above) without indemnitee's prior written approval.

14. **Confidentiality.** Except as required by law or regulation, each party (the "receiving party") shall keep confidential and not disclose, directly or indirectly, to any third party any Confidential Information, as defined below, received from the other party (the "disclosing party") without the prior written consent of a duly authorized officer of the disclosing party. The disclosing party shall conspicuously mark its tangible Confidential Information as Proprietary or Confidential at the time of disclosure to the receiving party. Confidential Information that is disclosed orally will be identified by the disclosing party as Confidential Information at the time of disclosure to the receiving party. Each party shall use, copy and disclose the Confidential Information of the disclosing party solely for purposes of performing this Agreement. All Confidential Information of a party shall be and shall remain the property of such party. A party shall deliver to the disclosing party, upon written request by the disclosing party, all Confidential Information of the disclosing party then in the receiving party's possession or control, directly or indirectly, in whatever form it may be (including, without limitation, magnetic media) or certify its destruction to the disclosing party. Each party shall take all necessary and reasonable action, by instruction, agreement or otherwise,



with its employees, consultants, subcontractors, affiliates, and representatives to satisfy its obligations hereunder. The receiving party's obligations hereunder with respect to confidentiality, non-disclosure and limitation of use of Confidential Information shall be for the term of the Agreement plus one (1) year. For purposes of this provision, a third party shall not include an entity which has a need to know the Confidential Information and which owns, is owned by, or is under common ownership with a party to this Agreement.

14.1 Nothing in this Agreement shall prevent either party from using or disclosing any Confidential Information that: (i) has become generally available to the public, other than through any improper action of such party, (ii) is already in the possession of the receiving party and not subject to an existing agreement of confidence between the parties, (iii) is received from a third party without restriction and without breach of this Agreement, (iv) is independently developed by the receiving party as evidenced by its records, or (v) is disclosed pursuant to a valid law, rule, regulation, subpoena, demand, or order of a court or other governmental body or any political subdivision thereof of competent jurisdiction (collectively "demand"); provided, however, that the receiving party shall first have given notice thereof to the disclosing party (unless prohibited by the terms of such request or requirement, or such notice is otherwise prohibited by law) in order to permit the disclosing party to seek reasonable protective arrangements.

14.2 For purposes of this Agreement, the term "Confidential Information" shall include, without limitation, all trade secrets of a party and all other information and material that relates or refers to the plans, policies, finances, corporate developments, products, pricing, sales, services, procedures, intra-corporate transactions, suppliers, prospects and customers of a party, as well as financial information relating to such suppliers, prospects and customers, and any other similar confidentiality information and material which such party does not make generally available to the public. By way of illustration, but not limitation, Confidential Information includes all computer software (including object code and source code), computer software and data base technologies, systems, structures and architectures, and the processes, formulae, compositions, improvements, inventions, discoveries, concepts, ideas, designs, methods and information developed, acquired, owned, produced, or practiced at any time by a party, and all non-public information relating to the business of such party.

15. **Alternate Dispute Resolution (ADR).** Any controversy, claim, or dispute ("Disputed Claim") arising out of or relating to this Agreement, except for claims relating to indemnity, infringement, or confidentiality obligations or matters relating to injunctions or other equitable relief (together "Equitable Claims"), shall be first subject to a thirty (30) day negotiation period between the parties in which each party shall disclose to the other party all such documents, facts, statements and any other information which are reasonably requested by the other party and are relevant to the dispute in question. Should such negotiations fail to resolve the dispute within thirty (30) calendar days, Disputed Claims shall be resolved by binding arbitration of a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be based upon this Agreement and applicable law. The decision of the arbitrator shall be reduced to writing, shall be final and binding except for fraud, misconduct, or errors of law, and judgment upon the decision rendered may be entered in any court having jurisdiction thereof. In all arbitrations, the arbitrator must give effect to applicable statutes of limitation subject to limitation of actions terms set forth in this Agreement, and shall not be afforded any authority to award relief in excess of what this Agreement provides or to order consolidation or class arbitrations. The arbitrator shall have no authority to award punitive damages in any Disputed Claim. The parties agree that any such claims arising under this Agreement must be pursued on an individual basis in accordance with the procedure noted above. Even if applicable law permits class actions or class arbitrations, the ADR procedure agreed to herein applies and the parties waive any rights to pursue any claim arising under this Agreement on a class basis. The arbitration shall be held in a mutually agreed to location, and shall be final and binding on both parties. Each party will bear its own costs of arbitration but shall split equally the fees of the arbitration and the arbitrator.

16. **Hazardous Substances.** Except as disclosed to and acknowledged in writing by Verizon, Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal or local hazardous waste or environmental law or regulation) at any location where Verizon is to perform services under this Agreement. If during such performance Verizon employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premises to ensure that exposure does not exceed the lowest exposure limit for the protection of workers. Verizon may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Verizon. Performance



System Agreement

obligations under this Agreement shall be extended for the period of delay caused by said cleanup or removal. Customer's failure to remove or contain hazardous substances shall entitle Verizon to terminate this Agreement without further liability, in which event Customer shall permit Verizon to remove any equipment that has not been accepted, shall reimburse Verizon for expenses incurred in performing this Agreement until termination (including but not limited to expenses associated with such termination, such as removing equipment, terminating leases, demobilization, etc.), and shall complete payment for any portion of the System that has been accepted.

17. Force Majeure. Neither party shall be liable for any delay or failure in performance under this Agreement arising out of acts or events beyond its reasonable control, including but not limited to acts of God, war, terrorist acts, fire, flood, explosion, riot, embargo, acts of the Government in its sovereign capacity, labor disputes, unavailability of equipment, software or parts from vendors, or changes requested by Customer. The affected party shall provide prompt notice to the other party and shall be excused from performance to the extent of such caused delays or failures, provided that the party so affected shall use reasonable efforts to remove such causes of such delays or failures and both parties shall proceed whenever such causes are removed or cease. If performance of either party is prevented or delayed by circumstances as described in this section for more than ninety (90) days, either party may terminate the affected service or Statement of Work. Notwithstanding the foregoing, Customer shall not be relieved of its obligation to make any payments, including any late payment charges as provided in Section 2.2, above, that are due to Verizon hereunder.

18. Assignment. Neither party may, without the prior written consent of the other party, assign or transfer its rights or obligations under this Agreement; consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Verizon may, without prior notice, assign this Agreement, in whole or in part, to any Verizon affiliate or to any successor entity upon the merger, reorganization, consolidation or sale of all or substantially all of Verizon's assets associated with the equipment or services provided pursuant to this Agreement. For purposes of this Section, "affiliate" shall mean a person or entity that directly or indirectly controls, is controlled by, or is under common control with Verizon. Any attempt to assign this Agreement in contravention of this Section shall be void and of no force and effect.

19. Governing Law. This Agreement shall be governed by the substantive laws of the State of Delaware, without regard to its choice of law principles.

20. Non-Waiver/Severability. Either party's failure to enforce any of the provisions of this Agreement or to exercise any right or option is not a waiver of any such provision, right, or option, and shall not affect the validity of this Agreement. Any waiver must be written and signed by the parties. If any provision of this Agreement or the provision of any service or equipment under the terms hereof is held to be illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or not requiring the provision of such invalid, illegal, or prohibited service or equipment in such State or jurisdiction.

21. Publicity. Except as required by law, the parties shall keep this Agreement confidential and shall not disclose this Agreement or any of its terms without the other party's written consent. Notwithstanding any contrary term in this Agreement and consistent with applicable law, Verizon may disclose the terms of this Agreement, in whole or in part, to: a) Verizon affiliates; b) Verizon or Verizon affiliate suppliers and/or subcontractors that offer (including new offer or renewal offers), provide, repair, maintain, bill, collect, or perform other functions in connection with Verizon or Verizon affiliate products or services under or in connection with this Agreement; c) successors in interest to Verizon or Verizon affiliates (by merger or otherwise); and/or d) persons to whom Verizon or Verizon affiliates may sell all or part of their respective businesses or assets. Neither party shall use any trademark, trade name, trade dress or any name, picture or logo which is commonly identified with the other party or its affiliates, or from which any association with such party or its affiliates may be inferred or implied, in any manner, including but not limited to advertising, sales promotions, press releases or otherwise, without the prior written permission of such party. Notwithstanding any contrary term in this Agreement, the parties may issue or permit issuance of a press release or other public statement concerning this Agreement, provided, however, that no such release or statement shall be published without the prior mutual consent of the parties.

22. Notices. All notices or other communication given or required by either party to the other under this Agreement shall be deemed to have been properly given if hand delivered, mailed by certified mail return receipt requested, or sent by facsimile with confirmation of receipt or by overnight courier. Such notices and



communications shall be deemed effective upon receipt. If to Verizon, notices should be sent to Verizon Business Services, 6415-6455 Business Center Drive, Highlands Ranch, CO 80130, Attn: Customer Service (Email: notice@verizonbusiness.com) with a copy to Verizon Business Services, 22001 Loudoun County Parkway, Ashburn, VA 20147, Attn: Vice President, Legal, and if to Customer to the address specified on the cover sheet. Such address may be changed by either party by notice sent in accordance with this Section.

23. Limitation of Actions. A party may bring no action or demand for arbitration arising out of this Agreement more than two (2) years after the cause of action has accrued. The parties waive the right to invoke any different limitation on the bringing of actions under state law.

24. Compliance with Laws. Each party shall comply with the provisions of all applicable federal, state, and local laws, ordinances, regulations and codes in its performance under this Agreement or any Statement of Work, including without limitation the export laws of the United States or any country in which Customer receives equipment, software or services.

25. Independent Contractor Relationship; No Agency. Each party understands and agrees that it and its personnel are not agents or employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever. Each party shall indemnify, hold harmless and defend the other against any liabilities, claims, losses and damages (including costs, expenses and reasonable attorneys' fees) arising out of its failure to comply with this provision and any laws, rules or regulations applicable thereto.

26. Interpretation. The Agreement shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

27. Headings. The Section headings used herein are for reference and convenience only and shall not enter into the interpretation of this Agreement.

28. Modifications. This Agreement may only be amended, changed, waived or modified in a written document that is signed by both parties.

29. Entire Agreement. This Agreement, together with any Statement of Work hereunder and any Exhibit hereto, constitutes the entire agreement between the parties pertaining to the subject matter herein and supercedes all prior oral and written proposals, correspondence and memoranda with respect thereto, and no representations, warranties, agreements or covenants, express or implied, of any kind or character whatsoever with respect to such subject matter have been made by either party to the other, except as expressly set forth in this Agreement. In the event of conflicts among the terms of this Agreement, a Statement of Work and/or an Exhibit, the following order of precedence shall apply: the Exhibit, this Agreement, and the Statement of Work.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective representative whose signature appears below have been and are on the date of signature duly authorized to execute this Agreement and that each party has the authority to enter into this Agreement.



System Agreement

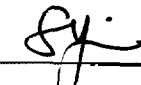
Verizon Business Network Services, Inc.
on behalf of **Verizon Select Services Inc. and**
Verizon Network Integration Corp.

Customer: City of Long Beach, CA

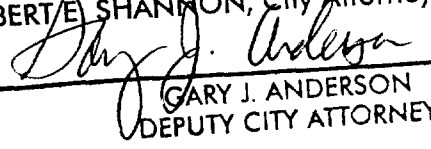
By: 
Print
Name: _____
Title: Suleiman Hessami
VP Pricing/Contract Management _____
Date: _____

Suleiman Hessami
VP Pricing/Contract Management

09/30/08

By:  Assistant City Manager
Print
Name: _____
Title: Patrick H. West
City Manager _____
Date: 10.17.08 _____

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

APPROVED AS TO FORM
October 2, 2008
ROBERT E. SHANNON, City Attorney
By 
GARY J. ANDERSON
DEPUTY CITY ATTORNEY





**MAINTENANCE SERVICE SCHEDULE
Voice Equipment Maintenance**

In addition to the terms and conditions of the Agreement, the following terms and conditions apply to voice equipment maintenance services. Contractor will provide the voice equipment maintenance service identified in the applicable quote or Equipment Description and the Service Description(s) attached hereto and incorporated herein ("VM Service"). Contractor reserves the right to modify the Service Description from time to time. Such modifications would be presented to City at the time of renewal. Service Descriptions are available from City's Contractor account representative. For the purposes of this Service Schedule, "System" shall refer to the specific Voice Customer Premise Equipment which Contractor is providing maintenance service for and as identified in the applicable quote or Statement of Work.

1. Term and Termination.

- 1.1 VM Service for equipment sold with a warranty begins at the end of the warranty period. VM Service for equipment sold without a warranty begins on the In-Service Date. VM Service for equipment not sold or installed by Contractor begins upon activation. VM Service shall remain in effect for the period set forth on Page 2 of the Agreement, and shall automatically renew for additional one (1) year terms at the then current undiscounted rate, unless terminated in accordance with this Service Schedule or the Agreement ("Term").
- 1.2 City may terminate the VM Service upon not less than sixty (60) days prior written notice. If City has pre-paid the VM Service and terminates such prior to the end of the Term, City will be reimbursed for the unused portion of the VM Service, less any discount received.
- 1.3 VM Service includes maintenance for additions to the System, which are purchased from and installed by Contractor during the term of the Agreement. If City purchases VM Service and, during the term of the Agreement, purchases from Contractor an addition(s) to the System and Contractor installs such addition(s), the Contractor warranty, if any, for such addition(s) shall run until the first VM Service renewal date, so that the warranty period for the addition(s) will be coterminous with the VM Service.
- 1.4 Contractor may terminate the VM Services upon sixty (60) days written notice prior to the end of the then current Term.

2. Maintenance Plans. Once on-site maintenance has begun, it will continue uninterrupted during the hours for the VM Service as set forth in the applicable Service Description. Upon City's written request, Contractor will continue the maintenance activity beyond the plan hours; provided however, labor provided outside of Plan Hours will be billed at Contractor's then-current time and material labor rates.

3. Major/Minor System Failure. Contractor will respond to major System failures within the time specified in the applicable Service Description. A major System failure is limited to one or more of the following:

- 3.1 Total inability to originate voice communications.
- 3.2 Total inability to receive and process incoming voice communications.
- 3.3 In a multi-point network in which each point has a defined street address, the total inability to originate, receive and process incoming and outgoing voice communications.
- 3.4 Attendant console and/or night answer position failure.
- 3.5 Twenty percent (20%) or more of the trunk-side ports out of service.
- 3.6 Twenty percent (20%) or more of the line-side stations and/or ports out of service.
- 3.7 Failure of the PBX system interface connecting to a call accounting system.
- 3.8 Any other failure mutually agreed to in writing by City and Contractor.



System Agreement

A minor System failure is defined as any System failure or malfunction, other than that defined as a major System failure. Contractor will respond to minor System failures within the time specified in the applicable Service Description

4. Exclusions. Maintenance Services do not include:

- 4.1 Additions, changes, relocations, removals, operating supplies or accessories.
- 4.2 Operator, System Administrator and end user training except as specifically identified in this Agreement and any attachment.
- 4.3 Services necessitated by accident, casualty, neglect, misuse, intentional acts or any cause other than normal use of the System.
- 4.4 Repairs or replacements necessitated by lightning, radio frequency interference, power disturbances, fire, flood, earthquake, excessive moisture, Harmful Code or any event occurring external to the System that directly or indirectly causes a malfunction in the System, a private network to which the System is connected, or in telephone lines, cable or other equipment connecting the System to the public telephone network. Harmful Code means any virus or machine-readable instructions and data designed to intentionally disrupt the operation of the software or hardware or intentionally destroy or damage software or hardware or data contained therein.
- 4.5 Services necessitated by use of the System with any other device or system not supplied or approved as to such combined use by Contractor, or use of any part of the System in a manner not specified by Contractor.
- 4.6 Repair or maintenance or increase in normal service time resulting from City's failure to provide a suitable environment for the System or any other failure of City to perform its responsibilities.
- 4.7 Repair or replacement of City-owned outside plant cable unless specifically set forth in the applicable Statement of Work.
- 4.8 Loss or recovery of City data.
- 4.9 Upgrades, enhancements or new releases of software or firmware, except as specifically indicated in this Agreement and any attachment.

5. Equipment Support

- 5.1 In the event the manufacturer of the equipment covered by this Exhibit discontinues a piece of equipment, and/or the associated support of such equipment, Contractor will only be obligated to provide the VM Services hereunder on the affected equipment for the period of time that the manufacturer continues to support such equipment. At the end of such period Contractor will cease to support such equipment in accordance with the Service Description, but will use commercially reasonable efforts to provide VM Service on the affected piece of equipment until City upgrades or replaces such equipment.
- 5.2 If Contractor did not install the equipment covered by the VM Service under this Exhibit, City warrants that such equipment is in good working order and meets all applicable manufacturer specifications. If any such item of equipment is found not to be in good working order and/or not in compliance with all applicable manufacturer specifications, Contractor will be under no obligation to provide VM Service under this Exhibit, provided however, that City may, upon written notice, request Contractor to upgrade and/or repair such equipment at Contractor's then current time and material rate.



EXHIBIT B: Voice Equipment List

VOICE MAINTENANCE EQUIPMENT LIST

EQUIPMENT AND SERVICES COVERED				
SYSTEM	MATERIAL CODE	QUANTITY	DESCRIPTION	COVERAGE





**MANAGED NETWORK SOLUTIONS SERVICE SCHEDULE
Data Equipment Maintenance**

In addition to the terms and conditions of the Agreement, the following terms apply to Managed Network Solution services. Contractor will provide the Managed Network Solutions service identified in the applicable quote and the Service Description(s) attached hereto and incorporated herein ("MNS Service"). Contractor reserves the right to modify the Service Description from time to time. Contractor will provide City any modifications to the Service Description at the time of renewal. Service Descriptions are available from City's Contractor account representative. For the purpose of this Service Schedule, "System" shall refer to the specific Data Customer Premise Equipment which Contractor is providing maintenance service for and is identified in the applicable quote or Statement of Work.

1. Term and Termination

- 1.1. MNS Services shall become effective as of the date Contractor executes the Agreement and this Service Schedule and shall remain in effect for the period set forth on Page 2 of the Agreement, after which MNS Services shall automatically renew for additional one (1) year terms at Contractor's then-current undiscounted rate, unless terminated in accordance with this Service Schedule or the Agreement.
- 1.2. During the first twelve (12) months of the MNS Services, City may terminate the MNS Service (in whole or in part) only for default as defined in the Agreement. After the initial twelve (12) months, City may terminate the MNS Service (in whole or in part) upon not less than sixty (60) days prior written notice to Contractor. If City has pre-paid for the MNS Service and terminates such MNS Service (in whole or in part) prior to the end of the applicable maintenance term, City will be reimbursed for the unused portion of the terminated MNS Service, less any discount received.
- 1.3. Contractor may terminate the MNS Service upon sixty (60) days written notice prior to the end of the then-current term.

2. Equipment Support

- 2.1. In the event the manufacturer of the equipment covered by this Service Schedule discontinues a piece of equipment, and/or the associated support of such equipment, Contractor will notify City and only be obligated to provide the MNS Services hereunder on the affected equipment for the period of time that the manufacturer continues to support such equipment. At the end of such period Contractor will cease to support such equipment in accordance with the Service Description, but will use commercially reasonable efforts to provide MNS Service on the affected piece of equipment until City upgrades or replaces such equipment.
- 2.2. If Contractor did not install the equipment covered by the MNS Service under this Service Schedule, City warrants that such equipment is in good working order and meets all applicable manufacturer specifications. If any such item of equipment is found not to be in good working order and/or not in compliance with all applicable manufacturer specifications, Contractor will be under no obligation to provide MNS Service under this Service Schedule, provided however, that City may, upon written notice, request Contractor to upgrade and/or repair such equipment at Contractor's then-current time and material rate.

3. City Responsibilities

- 3.1 City will notify Contractor in writing in the event that any substantial or material modifications are made to City's network, and shall provide Contractor with such information as it may reasonably request, in order for Contractor to perform the MNS Service.



EXHIBIT B: Data Equipment Maintenance Service Schedule

- 3.2 City acknowledges and agrees that Contractor may increase the amount of any fees specified in the applicable quote, or the total fees payable hereunder, as appropriate, upon prior written notice to City at any time during the term of the MNS Service in the event that City makes any material alteration or modification to City's network, or any of its component parts, which causes Contractor to incur any increased burden in its performance of the MNS Service hereunder.
 - 3.3 City hereby agrees to allow Contractor's personnel such on-site and remote access (e.g., dial modem to console port, etc.) to those portions of City's network as may be reasonably necessary to enable Contractor to perform the MNS Service under this Agreement. City further agrees that should City not provide Contractor remote access into its network, the following applies:
 - 3.3.1. If Contractor is required to dispatch an engineer to City's site to troubleshoot an outage, City will incur a time and material charge at Contractor's then-current rate.
 - 3.3.2. Any remote diagnosis service level set forth in the applicable Service Description will be void.
 - 3.4. In the event Contractor or the manufacturer ships a replacement part to City pursuant to the applicable Service Description, City is responsible for returning the defective part, in accordance with the instructions contained in the replacement part packaging, to Contractor within ten (10) days of receipt of such replacement part. If Contractor does not receive the defective part within ten (10) days, City may be billed for the list price of the replacement part.
4. **Reports.** Contractor shall provide City with such reports as are described in the Service Description.
5. **Network Administrator.** City shall designate a single person who shall serve as Contractor's primary point of contact ("Network Administrator"). City may change the designation of the Network Administrator at any time upon prior written notice to Contractor.
6. **Exclusions.** Maintenance Services do not include:
- 6.1 Additions, changes, relocations, removals, operating supplies or accessories.
 - 6.2 Services necessitated by accident, casualty, neglect, misuse, intentional acts or any cause other than normal use of the System.
 - 6.3 Repairs or replacements necessitated by lightning, power disturbances, fire, flood, earthquake, excessive moisture, Harmful Code or any event occurring external to the System that directly or indirectly causes a malfunction in the System. Harmful Code means any virus or machine-readable instructions and data designed to intentionally disrupt the operation of the software or hardware or intentionally destroy or damage software or hardware or data contained therein.
 - 6.4 Services necessitated by use of the System with any other device or system not supplied or approved as to such combined use by Contractor, or use of any part of the System in a manner not specified by Contractor.
 - 6.5 Repair or maintenance or increase in normal service time resulting from City's failure to provide a suitable environment for the System or any other failure of City to perform its responsibilities
 - 6.6 Loss or recovery of City data.
 - 6.7 Upgrades, enhancements or new releases of software or firmware, except as specifically indicated in this Agreement and any attachment.





Customer Name:	LONG BEACH, CITY OF
Customer ID:	Z3000009625
Proposal Number:	8-3DD1C9
Prepared By:	Patricia Keene
Printed On:	07/15/2008

System Agreement

1	THIS AGREEMENT IS MADE BETWEEN	
A	Customer (subsequently referred to as "Customer")	B (Verizon Entity) (subsequently referred to as "Verizon")
<p><u>CUSTOMER INFORMATION</u></p> <p>Customer Name LONG BEACH, CITY OF Customer ID Z3000009625 Proposal Number 8-3DD1C9 Printed On 07/15/2008</p> <p>Prices Valid Thru 10/13/2008 Prepared By Patricia Keene</p> <p><u>BILLING INFORMATION</u></p> <p>Billing Contact Telephone Address 333 W OCEAN BLVD OPERATIONS SUPPORT/FINANCECOLLEEN HUBER 12TH FLR LONG BEACH CA - 90802</p> <p><u>EQUIPMENT LOCATION</u></p> <p>Contact Telephone Address</p>		<p><u>PROPOSED BY</u></p> <p>VERIZON Entity VSSI LBSC Repair Account Executive BARBER STEVEN Telephone Mailing Address 1909 US HIGHWAY 301 N. CENTER POINT BUSINESS PARK TAMPA FL - 33619</p> <p><u>REPAIR SERVICE INFORMATION</u></p> <p>Repair Service Telephone (800) 483-2000 Response for Major Failures 2 hrs Customer Help Line</p>



Customer Name:	LONG BEACH, CITY OF
Customer ID:	Z3000009625
Proposal Number:	8-3DD1C9
Prepared By:	Patricia Keene
Printed On:	07/15/2008

System Agreement

2					MAINTENANCE COVERAGE AND PAYMENT OPTIONS				
Please select a Coverage Option by checking the appropriate box and circle the desired Billing option:									
VOICE		Annual	Semi-Annual	Quarterly	Monthly				
Year 1		\$7,599.60	\$3,875.76	\$1,975.89	\$671.30				
Contract Term - 12 month(s)					Proposed Effective Date - 07/15/2008				

3								EQUIPMENT AND SERVICES COVERED							
SYSTEM	MATERIAL CODE	MFR	MFR PART #	QUANTITY	DESCRIPTION	COVERAGE	Maintenance Price								
1	*RECAN	MISC VENDOR	SEBLDMPAR T1	1	RECORDER/ANNOUNCER	Voice, Service Plus	\$383.40								
	835349	INTERALI A, INC.	DMU-2RAB	1	DISC 2007 ANNOUNCER 2MSG 2LINE 64SEC AC W/REMOTE	Voice, Service Plus									
2	*UPSGE	MISC VENDOR	SEBLDMPAR T1	1	UPS/GELCEL POWER PROTECTION	Voice, Service Plus	\$1,099.44								
	853758	ONEAC CORPORATION	PC750A-S4SW	1	PWR COND 750VA FLOOR 5-A5P (4)5-15R DISCONTINUED 6/2008	Voice, Service Plus									
	317641	BEST POWER TECHNOLOGY INC	FE115KDDA ABCA	1	DISCONTINUED UPS 1.15KVA/800W-18 MIN 120V REQ 5-15R	Voice, Service Plus									
	326417	BEST POWER TECHNOLOGY INC	ERT1.15	(note 1) 1	DISCONTINUED PACK BATT C/T 498479 ME1.15KVA ONLY										
3	*KET1	MISC VENDOR	SEBLDMPAR T1	1	KENTROX T1 CSU	Voice, Service Plus	\$588.96								
	860361	ADC/KENT ROX INDUSTRIES, INC.	77115	6	T-SERV II PLUG-IN	Voice, Service Plus									
	812087	ADC/KENT ROX INDUSTRIES, INC.	77995	6	24V DC POWER SUPPLY 250MA	Voice, Service Plus									
	300439	ADC/KENT ROX INDUSTRIES, INC.	77891	(note 2) 6	DA15S TO RJ48C SOCKET ADAPTER	Voice, Service Plus									
	881940	ADC/KENT ROX INDUSTRIES, INC.	93025141	(note 2) 6	CABLE CSU2 RJ48C M/SOLID 25'	Voice, Service Plus									
4	*CNET1	MISC VENDOR	SEBLDMPAR T1	1	NORTEL M8000/M9000 TERMINALS	Voice, Service Plus	\$247.80								



Customer Name:	LONG BEACH, CITY OF
Customer ID:	Z3000009625
Proposal Number:	8-3DD1C9
Prepared By:	Patricia Keene
Printed On:	07/15/2008

System Agreement

	304584	AASTRA TELECOM	P0780135	5	SINGLE KEY EXP MOD FOOTSTAND ASH	Voice, Service Plus	
5	*11KSU	MISC VENDOR	SEBLDMPAR T1	1	MERIDIAN 11 PABX SU	Voice, Service Plus	\$5,280.00
	733318	NORTHER N TELECOM	SY1107	1	OPTION 11 SYSTEM PACKAGE AC/DC	Voice, Service Plus	
	386308	NORTHER N TELECOM	NT8D14BA	4	CARD UNIVERSAL TRK C/T 348497	Voice, Service Plus	
	395402	NORTHER N TELECOM	NT8D02EA	2	DIGITAL LINE CARD C/T 519038	Voice, Service Plus	
	350426	NORTHER N TELECOM	NT8D09AK	6	ANALOG MESS WAIT LN CRD C/T 519039	Voice, Service Plus	
	820141	NORTHER N TELECOM	A0367335	(note 2) 15	WALL TRANSFORMER 110V-26.7VAC	Voice, Service Plus	
	330977	NORTHER N TELECOM	AS7011	(note 2) 3	VT520 TERMINAL PLUS KEYBRD PKG	Voice, Service Plus	
	733199	NORTHER N TELECOM	NT2K10WD	(note 2) 15	POWER BOARD (EXT ALERTER)	Voice, Service Plus	
	361787	NORTHER N TELECOM	NT2K05GA35	(note 2) 33	M2006 SNGL LN DIG BAS ASH C/T 535059	Voice, Service Plus	
	381213	NORTHER N TELECOM	NTZK16CA35	(note 2) 120	M2616 PRFMNC-PLUS TEL C/T 444538	Voice, Service Plus	
6	*MBNP	MISC VENDOR	SEBLDMPAR T1	(note 2) 1	MAINTAINED-BUT-NOT-PRICED	Voice, Service Plus	\$0.00
	361271	NORTHER N TELECOM	NT2K22XH35 DUP	(note 2) 15	KEY EXPANSION MOD ASH C/T 472269	Voice, Service Plus	

Note 1: These items are NOT covered under the terms of your Maintenance Agreement.
 Note 2: These items are covered under the terms of your Maintenance Agreement, but do not directly affect the price.

4	ATTACHMENTS	
	Attachment:	Attachment:
	Attachment:	Attachment:
	Attachment:	Attachment:



Customer Name:	LONG BEACH, CITY OF
Customer ID:	Z3000009625
Proposal Number:	8-3DD1C9
Prepared By:	Patricia Keene
Printed On:	07/15/2008

System Agreement



Customer Name:	LONG BEACH AIRPORT
Customer ID:	Z3000010687
Proposal Number:	8-3DCW0V
Prepared By:	Melissa Williams
Printed On:	07/09/2008

System Agreement

1	THIS AGREEMENT IS MADE BETWEEN	
A	Customer (subsequently referred to as "Customer")	B (Verizon Entity) (subsequently referred to as "Verizon")
<p><u>CUSTOMER INFORMATION</u></p> <p>Customer Name LONG BEACH AIRPORT Customer ID Z3000010687 Proposal Number 8-3DCW0V Printed On 07/09/2008 Prices Valid Thru 10/07/2008 Prepared By Melissa Williams</p> <p><u>BILLING INFORMATION</u></p> <p>Billing Contact Telephone Address 333 W OCEAN BLVD LONG BEACH CA - 90802</p> <p><u>EQUIPMENT LOCATION</u></p> <p>Contact Telephone Address</p>		<p><u>PROPOSED BY</u></p> <p>VERIZON Entity VSSI LBSC Repair Account Executive BARBER STEVEN Telephone Mailing Address</p> <p><u>REPAIR SERVICE INFORMATION</u></p> <p>Repair Service Telephone (800) 483-2000 Response for Major Failures 2 hrs Customer Help Line</p>



Customer Name:	LONG BEACH AIRPORT
Customer ID:	Z3000010687
Proposal Number:	8-3DCW0V
Prepared By:	Melissa Williams
Printed On:	07/09/2008

System Agreement

2	MAINTENANCE COVERAGE AND PAYMENT OPTIONS			
Please select a Coverage Option by checking the appropriate box and circle the desired Billing option:				
VOICE	Annual	Semi-Annual	Quarterly	Monthly
Year 1	\$7,555.44	\$3,853.32	\$1,964.40	\$667.40
Contract Term - 12 month(s)			Proposed Effective Date - 07/09/2008	

3	EQUIPMENT AND SERVICES COVERED						
SYSTEM	MATERIAL CODE	MFR	MFR PART #	QUANTITY	DESCRIPTION	COVERAGE	Maintenance Price
1	*KET1	MISC VENDOR	SEBLDMPAR T1	1	KENTROX T1 CSU	Voice, Service Plus	\$987.12
	812087	ADC/KENT ROX INDUSTRI ES, INC.	77995	6	24V DC POWER SUPPLY 250MA	Voice, Service Plus	
	860360	ADC/KENT ROX INDUSTRI ES, INC.	77965	6	T-SERV II STANDALONE	Voice, Service Plus	
	860361	ADC/KENT ROX INDUSTRI ES, INC.	77115	3	T-SERV II PLUG-IN	Voice, Service Plus	
	950027	ADC/KENT ROX INDUSTRI ES, INC.	93050141	(note 2) 3	CABLE CSU2 RJ48C W/SOLID 50'	Voice, Service Plus	
2	*UPSGE	MISC VENDOR	SEBLDMPAR T1	1	UPS/GELCEL POWER PROTECTION	Voice, Service Plus	\$0.00
	498721	BEST POWER TECHNOLOGY INC	FE850DDGA BBLZP	3	DISCONTINUED UPS850VA 120V IN/OUT L CORD/RCP SPCL	Voice, Service Plus	
3	*MERP16	MISC VENDOR	SEBLDMPAR T1	1	NTI MERIDIAN PBX PORTS - 16 PORT PRICE	Voice, Service Plus	\$8,568.32
	519039	NORTHERN TELECOM	NT8D09AL	1	EXT. ANALOGUE MW LINE CARD	Voice, Service Plus	
	348497	NORTHERN TELECOM	NT8D14BB	2	CARD UNIVERSAL TRUNK -C/T 913978	Voice, Service Plus	
	495757	NORTHERN TELECOM	NTSF1001	3	OPTION 11C SNGL CABNT C/T 587865	Voice, Service Plus	
	519038	NORTHERN TELECOM	NT8D02EB	9	DIGITAL LINE CARD C/T 561777	Voice, Service Plus	



Customer Name:	LONG BEACH AIRPORT
Customer ID:	Z3000010687
Proposal Number:	8-3DCW0V
Prepared By:	Melissa Williams
Printed On:	07/09/2008

System Agreement

	495771	NORTHERN TELECOM	NTSF8022	(note 2) 3	OPT 11C ENTRPRSE SW PK NO REPL	Voice, Service Plus	
	507130	NORTHERN TELECOM	NTAK93AB	(note 2) 6	DCH/DPNSS DAUGHTER BOARD	Voice, Service Plus	
	324584	NORTHERN TELECOM	A0355200	(note 2) 3	POWER FAIL TRANSFER UNIT	Voice, Service Plus	
	330977	NORTHERN TELECOM	AS7011	(note 2) 3	VT520 TERMINAL PLUS KEYBRD PKG	Voice, Service Plus	
	459501	NORTHERN TELECOM	AS1182	(note 1) 132	PREPRINTED FEATURE KEY CAPS		
	495719	NORTHERN TELECOM	NTAK20AD	(note 2) 3	STRATUM 3 CLOCK CONTR D/BOARD	Voice, Service Plus	
	361787	NORTHERN TELECOM	NT2K05GA35	(note 2) 21	M2006 SNGL LN DIG BAS ASH C/T 535059	Voice, Service Plus	
	361793	NORTHERN TELECOM	NT2K08GA35	(note 2) 63	M2008 STND BUS BASIC ASH C/T 535062	Voice, Service Plus	
	516662	NORTHERN TELECOM	NT2K16XE35	(note 2) 48	M2616 PERF+ W/DSPL ASH C/T 535086	Voice, Service Plus	
4	*MBNP	MISC VENDOR	SEBLDMPAR T1	(note 2) 1	MAINTAINED-BUT-NOT-PRICED	Voice, Service Plus	\$0.00
	408146	TELTRONICS DIV/BRAND REX CO	SEBIWMT	(note 2) 3	KIT WALL MOUNT F/SITE EVENT	Voice, Service Plus	
	358603	TELTRONICS DIV/BRAND REX CO	SEBGTE412 8H	(note 1) 3	BUFFER SEB C/T 535784 W/14.4 MODEM		

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4	ATTACHMENTS	
	Attachment:	Attachment:
	Attachment:	Attachment:
	Attachment:	Attachment:



Customer Name:	LONG BEACH AIRPORT
Customer ID:	Z3000010687
Proposal Number:	8-3DCW0V
Prepared By:	Melissa Williams
Printed On:	07/09/2008

System Agreement



Customer Name:	LONG BEACH CITY OF ANIMAL
Customer ID:	Z3000013014
Proposal Number:	8-3DEDQK
Prepared By:	Melissa Williams
Printed On:	07/09/2008

System Agreement

1	THIS AGREEMENT IS MADE BETWEEN	
A	Customer (subsequently referred to as "Customer")	B (Verizon Entity) (subsequently referred to as "Verizon")
<p><u>CUSTOMER INFORMATION</u></p> <p>Customer Name LONG BEACH CITY OF ANIMAL Customer ID Z3000013014 Proposal Number 8-3DEDQK Printed On 07/09/2008 Prices Valid Thru 10/07/2008 Prepared By Melissa Williams</p> <p><u>BILLING INFORMATION</u></p> <p>Billing Contact JOHN DUPLISSIS Telephone (562) 570-7176 Address 7700 E SPRING ST CONTROL OFFICE LONG BEACH CA - 908151619</p> <p><u>EQUIPMENT LOCATION</u></p> <p>Contact JOHN DUPLISSIS Telephone (562) 570-7176 Address 7700 SPRING ST CONTROL OFFICE LONG BEACH CA - 90807</p>		<p><u>PROPOSED BY</u></p> <p>VERIZON Entity VSSI LBSC Repair Account Executive BARBER STEVEN Telephone Mailing Address</p> <p><u>REPAIR SERVICE INFORMATION</u></p> <p>Repair Service Telephone (800) 483-2000 Response for Major Failures 2 hrs Customer Help Line</p>



Customer Name:	LONG BEACH CITY OF ANIMAL
Customer ID:	Z3000013014
Proposal Number:	8-3DEDQK
Prepared By:	Melissa Williams
Printed On:	07/09/2008

System Agreement

2	MAINTENANCE COVERAGE AND PAYMENT OPTIONS			
Please select a Coverage Option by checking the appropriate box and circle the desired Billing option:				
VOICE	Annual	Semi-Annual	Quarterly	Monthly
Year 1	\$8,305.92	\$4,236.06	\$2,159.55	\$733.69
Contract Term - 12 month(s)			Proposed Effective Date - 07/09/2008	

3 EQUIPMENT AND SERVICES COVERED							
SYSTEM	MATERIAL CODE	MFR	MFR PART #	QUANTITY	DESCRIPTION	COVERAGE	Maintenance Price
1	*MERP8	MISC VENDOR	SEBLDMPAR T1	1	NTI MERIDIAN PBX PORTS - 8 PORT PRICE	Voice, Service Plus	\$8,188.80
	348497	NORTHERN TELECOM	NT8D14BB	2	CARD UNIVERSAL TRUNK -C/T 913978	Voice, Service Plus	
	561777	NORTHERN TELECOM	NT8D02GA	4	DIGITAL LINE CARD 16 PORT	Voice, Service Plus	
	587881	NORTHERN TELECOM	NTSF6800	5	TMDI PKG (1.5MB DTI/PRI)	Voice, Service Plus	
	304958	NORTHERN TELECOM	NT8D83AD	(note 2) 1	CABLE DTI TO I/O 6FT	Voice, Service Plus	
	324584	NORTHERN TELECOM	A0355200	(note 2) 1	POWER FAIL TRANSFER UNIT	Voice, Service Plus	
	330964	NORTHERN TELECOM	AS1073	(note 2) 1	KIT SDI/DCH C/T 73046821 NTSF6801	Voice, Service Plus	
	330977	NORTHERN TELECOM	AS7011	(note 2) 2	VT520 TERMINAL PLUS KEYBRD PKG	Voice, Service Plus	
	366710	NORTHERN TELECOM	NTND26AA	(note 2) 1	CABLE DCHI INTERFACE FOR MSDL	Voice, Service Plus	
	374780	NORTHERN TELECOM	NT1R03DV	(note 1) 4	CABLE STRAIGHT RS232 M/M 45FT		
	374785	NORTHERN TELECOM	NT1R03EV	(note 1) 1	CABLE STRAIGHT RS232 M/F 45FT		
	388826	NORTHERN TELECOM	NT8D86BD	(note 2) 1	CABLE 6FT ENET/PB-IO M-F	Voice, Service Plus	
	459501	NORTHERN TELECOM	AS1182	(note 1) 25	PREPRINTED FEATURE KEY CAPS		



Customer Name:	LONG BEACH CITY OF ANIMAL
Customer ID:	Z3000013014
Proposal Number:	8-3DEDQK
Prepared By:	Melissa Williams
Printed On:	07/09/2008

System Agreement

	495719	NORTHERN TELECOM	NTAK20AD	(note 2) 2	STRATUM 3 CLOCK CONTR D/BOARD	Voice, Service Plus	
	495734	NORTHERN TELECOM	NTDK22AA	(note 2) 1	30FT/10M SINGLE PORT FIBER D/B	Voice, Service Plus	
	495771	NORTHERN TELECOM	NTSF8022	(note 2) 1	OPT 11C ENTRPRSE SW PK NO REPL	Voice, Service Plus	
	507117	NORTHERN TELECOM	NTAG81AA	(note 2) 1	CABLE - AUDIO	Voice, Service Plus	
	507118	NORTHERN TELECOM	NTAG81BA	(note 2) 1	CABLE - MAINTENANCE EXTENDER	Voice, Service Plus	
	595288	NORTHERN TELECOM	NTZC57AA	(note 2) 1	MMAIL R13 BASE SOFTWARE	Voice, Service Plus	
	73026757	NORTHERN TELECOM	NTSK01BA	(note 2) 1	OPT11C PROG PCMCIA	Voice, Service Plus	
	832635	NORTHERN TELECOM	QCAD133A	(note 2) 1	CABLE PRI/DTI I/O TO MDF 50FT	Voice, Service Plus	
	587883	NORTHERN TELECOM	NTSF8730	(note 2) 2	TMDI D-CHANNELS	Voice, Service Plus	
	587930	NORTHERN TELECOM	NTZC49AA	(note 1) 1	ENH MM CARD OPT 4-12 PTS 5/10/24/54 HR		
	587865	NORTHERN TELECOM	NTSF1101	(note 2) 1	OPT11C SNGL CAB (AC) C/T 745952	Voice, Service Plus	
	587867	NORTHERN TELECOM	NTSF2101	(note 2) 1	OPT11C 30FT EXPN CAB-AC C/T 745841	Voice, Service Plus	
	*MVMR8	MISC VENDOR	SEBLDMPAR T1	4	MERIDIAN VOICE MAIL FOR OPTION 11	Voice, Service Plus	
2	*UPSGE	MISC VENDOR	SEBLDMPAR T1	1	UPS/GELCEL POWER PROTECTION	Voice, Service Plus	\$0.00
	498692	BEST POWER TECHNOLOGY INC	FE1.8KDDEA CDGZP	1	DISCONTINUED UPS FE1.8KVA 1250W 120V LINECRD/RCP SPCL	Voice, Service Plus	
3	*KET1	MISC VENDOR	SEBLDMPAR T1	1	KENTROX T1 CSU	Voice, Service Plus	\$117.12
	812087	ADC/KENT ROX INDUSTRIES, INC.	77995	1	24V DC POWER SUPPLY 250MA	Voice, Service Plus	
	860360	ADC/KENT ROX INDUSTRIES, INC.	77965	1	T-SERV II STANDALONE	Voice, Service Plus	
	300447	ADC/KENT ROX INDUSTRIES, INC.	93015101	(note 2) 2	CABLE CSU 15D W/PIGTAIL 15'	Voice, Service Plus	
	300450	ADC/KENT	93015151	(note 2) 1	CABLE CSU RJ FEM	Voice, Service Plus	



Customer Name:	LONG BEACH CITY OF ANIMAL
Customer ID:	Z3000013014
Proposal Number:	8-3DEDQK
Prepared By:	Melissa Williams
Printed On:	07/09/2008

System Agreement

		ROX INDUSTRIES, INC.			ADAPTOR DA15S TOR		
4	*MBNP	MISC VENDOR	SEBLDMPAR T1	(note 2) 1	MAINTAINED-BUT-NOT-PRICED	Voice, Service Plus	\$0.00
	408146	TELTRONICS DIV/BRAND REX CO	SEBIWMT	(note 2) 1	KIT WALL MOUNT F/SITE EVENT	Voice, Service Plus	
	535784	TELTRONICS DIV/BRAND REX CO	SEBGTE425 6H	(note 1) 1	BUFFER SEBF/OPTION 11 W/14.4 MODEMc/173066603		

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4	ATTACHMENTS	
Attachment:		Attachment:
Attachment:		Attachment:
Attachment:		Attachment:



Customer Name:	LONG BEACH CITY OF ANIMAL
Customer ID:	Z3000013014
Proposal Number:	8-3DEDQK
Prepared By:	Melissa Williams
Printed On:	07/09/2008

System Agreement



Customer Name:	CITY OF LONG BEACH
Customer ID:	Z3000009227
Proposal Number:	8-3D7JFY
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

1	THIS AGREEMENT IS MADE BETWEEN	
A	Customer (subsequently referred to as "Customer")	B (Verizon Entity) (subsequently referred to as "Verizon")
<u>CUSTOMER INFORMATION</u> Customer Name CITY OF LONG BEACH Customer ID Z3000009227 Proposal Number 8-3D7JFY Printed On 07/15/2008 Prices Valid Thru 10/13/2008 Prepared By Melissa Williams		<u>PROPOSED BY</u> VERIZON Entity VSSI LBSC Repair Account Executive BARBER STEVEN Telephone Mailing Address
<u>BILLING INFORMATION</u> Billing Contact JOHN DUPLISSIS Telephone (562) 570-5000 Address 333 W OCEAN BLVD ATTN: COLLEEN HUBER OPS SUPPORT/FINANCE 12 FLR LONG BEACH CA - 90802		<u>REPAIR SERVICE INFORMATION</u> Repair Service Telephone (800) 483-2000 Response for Major Failures 2 hrs Customer Help Line
<u>EQUIPMENT LOCATION</u> Contact JOHN DUPLISSIS Telephone (562) 570-5000 Address 333 W. OCEAN BLVD CIVIC CENTER PUR ORD #64207 LONG BEACH CA - 90802		



Customer Name:	CITY OF LONG BEACH
Customer ID:	Z3000009227
Proposal Number:	8-3D7JFY
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

2	MAINTENANCE COVERAGE AND PAYMENT OPTIONS				
Please select a Coverage Option by checking the appropriate box and circle the desired Billing option:					
	VOICE	Annual	Semi-Annual	Quarterly	Monthly
Year 1		\$133,405.80	\$68,037.00	\$34,685.52	\$11,784.18
Contract Term - 12 month(s)			Proposed Effective Date - 07/09/2008		

3	EQUIPMENT AND SERVICES COVERED						
SYSTEM	MATERIAL CODE	MFR	MFR PART #	QUANTITY	DESCRIPTION	COVERAGE	Maintenance Price
1	*GENL8SP	MISC VENDOR	SEBLDMPAR T1	1	SPECIAL GENERIC VOICE REDUCED PRICING	Voice, Service Plus	-\$9.24
	444441	NORTHERN TELECOM	A0630280	2	KSU 6X16 DR5 E/S SW ENGLISH DOCS	Voice, Service Plus	
	397629	NORTHERN TELECOM	NT7B53FA-93	1	NORSTAR KSU MICS 0X32 110V	Voice, Service Plus	
	394168	NORTHERN TELECOM	NT8B30AE-35	45	M7208 ASH (NO REPL C/T 73007551)	Voice, Service Plus	
	394159	NORTHERN TELECOM	NT8B20AF-35	21	M7310 ASH (NO REPL C/T T7316)	Voice, Service Plus	
	394164	NORTHERN TELECOM	A0409184	1	PHONE M7324 BLK WBNDRY NO REPLACEMENT	Voice, Service Plus	
	394165	NORTHERN TELECOM	A0409186	6	PHONE M7324 ASH WBNDRY NO REPLACEMENT	Voice, Service Plus	
	394167	NORTHERN TELECOM	NT8B30AE-03	1	M7208 BLK C/T 756393 (T7208 CHAR)	Voice, Service Plus	
	309099	NORTHERN TELECOM	A0365885	1	NORSTAR 8X24 KSU DISCONNECT SUPERVISION	Voice, Service Plus	
	397630	NORTHERN TELECOM	NTBB41FB-93	(note 2) 1	NORSTAR STATION MODULE GLOBAL	Voice, Service Plus	
	397633	NORTHERN TELECOM	NTBB02GA-93	(note 2) 1	2PORT FIBEREXPANSION CARTRIDGE	Voice, Service Plus	
	510641	NORTHERN TELECOM	P0842629	(note 1) 25	3X8 DR5.1 FEATURE CARD		
	348362	NORTHERN TELECOM	NTBB20FB-93	(note 2) 1	FIBER TRUNK MODULE 110V	Voice, Service Plus	



Customer Name:	CITY OF LONG BEACH
Customer ID:	Z3000009227
Proposal Number:	8-3D7JFY
Prepared By:	Melissa Williams
Printed On:	07/15/2008

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	348411	NORTHERN TELECOM	A0628538	(note 2) 1	CARTRIDGE ENGL/SPA MDR5 C/T 510608	Voice, Service Plus	
	348298	NORTHERN TELECOM	A0405799	(note 2) 8	CARTRIDGE TRUNK LS/DS ANALOG	Voice, Service Plus	
	330597	NORTHERN TELECOM	A0338794	(note 2) 1	CARTRIDGE 2 PORT EXPANSION	Voice, Service Plus	
	330608	NORTHERN TELECOM	NT5B56AA	(note 2) 1	PWR BAR 110V	Voice, Service Plus	
	545133	NORTHERN TELECOM	P0838403	(note 1) 1	CLIP BELT BLACK NO REPLACEMENT		
	545134	NORTHERN TELECOM	P0838435	(note 1) 2	CLIP BELT ASH NO REPLACEMENT		
	319393	NORTHERN TELECOM	A0358849	(note 2) 18	HANDSET LEGACY ASH C/T 330484	Voice, Service Plus	
	319393	NORTHERN TELECOM	A0358849	(note 2) 6	HANDSET LEGACY ASH C/T 330484	Voice, Service Plus	
	330619	NORTHERN TELECOM	P0693646	(note 1) 1	BRACKET WALL MOUNT C/T 461689		
	348338	NORTHERN TELECOM	A0405797	(note 2) 1	CARTRIDGE EXPANSION 8PT COPPER MICS	Voice, Service Plus	
	348566	NORTHERN TELECOM	A0648815	(note 2) 1	DEVICE REMOTE ACCESS C/T 461492	Voice, Service Plus	
	587458	NORTHERN TELECOM	A0652672	(note 2) 1	LS/DS ANALOG TRUNK CART C/T 348298	Voice, Service Plus	
2	*CNET1	MISC VENDOR	SEBLDMPAR T1	1	NORTEL M8000/M9000 TERMINALS	Voice, Service Plus	\$0.00
	375919	AASTRA TELECOM	A0817356	6	SUPPLY POWER M8000/9000	Voice, Service Plus	
	375968	AASTRA TELECOM	A0404589	15	TEL M8009 ASH UNIV NT2N24AD2141	Voice, Service Plus	
	375968	AASTRA TELECOM	A0404589	22	TEL M8009 ASH UNIV NT2N24AD2141	Voice, Service Plus	
	304584	AASTRA TELECOM	P0780135	137	SINGLE KEY EXP MOD FOOTSTAND ASH	Voice, Service Plus	
	304587	AASTRA TELECOM	P0780235	21	DOUBLE KEY EXP MOD FOOTSTAND ASH	Voice, Service Plus	
	87244241	AASTRA TELECOM	A0674967	3	TEL M9417CW 2/L HF ASH NON LOGO'D	Voice, Service Plus	
	589085	AASTRA TELECOM	A0780801	1	TEL NTI M8004 CHARCOAL S/L CORDED	Voice, Service Plus	
3	*MERVM	MISC VENDOR	SEBLDMPAR T1	1	MERIDIAN VOICE MAIL (4 PORTS)	Voice, Service Plus	\$121,192.32
	374729	NORTHERN TELECOM	AS7033D	2	MM MOD EC 2GB DISK SHAD 4 NODE DC	Voice, Service Plus	



Customer Name:	CITY OF LONG BEACH
Customer ID:	Z3000009227
Proposal Number:	8-3D7JFY
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

519039	NORTHERN TELECOM	NT8D09AL	5	EXT. ANALOGUE MW LINE CARD	Voice, Service Plus	
472293	NORTHERN TELECOM	P0815404	2	LINE-SIDE T1 INTERFACE CARD, INST	Voice, Service Plus	
495688	NORTHERN TELECOM	AS7200	24	DUAL PORT DTI/PRI PACKAGE	Voice, Service Plus	
495688	NORTHERN TELECOM	AS7200	9	DUAL PORT DTI/PRI PACKAGE	Voice, Service Plus	
348497	NORTHERN TELECOM	NT8D14BB	5	CARD UNIVERSAL TRUNK -C/T 913978	Voice, Service Plus	
300312	NORTHERN TELECOM	AS1013	1	KIT M2250 CONSOLE/DIGITAL LINE CARD	Voice, Service Plus	
561777	NORTHERN TELECOM	NT8D02GA	5	DIGITAL LINE CARD 16 PORT	Voice, Service Plus	
733318	NORTHERN TELECOM	SY1107	3	OPTION 11 SYSTEM PACKAGE AC/DC	Voice, Service Plus	
495758	NORTHERN TELECOM	NTSF1002	3	OPTION 11C SNGL CABNT C/T 587866	Voice, Service Plus	
495757	NORTHERN TELECOM	NTSF1001	24	OPTION 11C SNGL CABNT C/T 587865	Voice, Service Plus	
367010	NORTHERN TELECOM	SY1013A	3	M1 OPT 61 SYS AC NO REPLACEMENT	Voice, Service Plus	
367015	NORTHERN TELECOM	SY1015D	1	M1 OPT 81 SYS DC C/T 472371	Voice, Service Plus	
386308	NORTHERN TELECOM	NT8D14BA	1	CARD UNIVERSAL TRK C/T 348497	Voice, Service Plus	
395402	NORTHERN TELECOM	NT8D02EA	2	DIGITAL LINE CARD C/T 519038	Voice, Service Plus	
519038	NORTHERN TELECOM	NT8D02EB	3	DIGITAL LINE CARD C/T 561777	Voice, Service Plus	
323870	NORTHERN TELECOM	NT8D02AB	93	DIGITAL LN CRD C/T 395402	Voice, Service Plus	
350426	NORTHERN TELECOM	NT8D09AK	28	ANALOG MESS WAIT LN CRD C/T 519039	Voice, Service Plus	
361280	NORTHERN TELECOM	NT8D14AJ	6	UNIVERSAL TRUNK CARD -MFD NO RPLCMT	Voice, Service Plus	
361281	NORTHERN TELECOM	NT8D15AJ	2	CARD C/T 405077 E & M TRUNK	Voice, Service Plus	
461644	NORTHERN TELECOM	NT6P05BA	(note 2) 1	TAPE DRIVE UNIT 2.5GB	Voice, Service Plus	



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		TELECOM					
461762	NORTHERN TELECOM	SW0011A	(note 2) 2	OPT 81 REQUIRED F/OPT 81	Voice, Service Plus		
461437	NORTHERN TELECOM	A0630697	(note 2) 4	TAPE CARTRIDGE 1200FT 2.5GB	Voice, Service Plus		
388823	NORTHERN TELECOM	NT8D85BP	(note 2) 2	CABLE ENET TO PRI/DTI 25FT	Voice, Service Plus		
388826	NORTHERN TELECOM	NT8D86BD	(note 2) 7	CABLE 6FT ENET/PB-IO M-F	Voice, Service Plus		
388959	NORTHERN TELECOM	NTND91AA	(note 2) 1	CABLE ASSY PRINTER 10FT	Voice, Service Plus		
388767	NORTHERN TELECOM	NTND13BC	(note 2) 1	CABLE 6FT CCNE IOP TO IOP	Voice, Service Plus		
388793	NORTHERN TELECOM	NT8D74BF	(note 2) 1	CABLE CLOCK CONTR-JUNCT 10FT	Voice, Service Plus		
388815	NORTHERN TELECOM	NT8D80BZ	(note 2) 2	CABLE 3PE-3PE/MSI-MDU 5FT	Voice, Service Plus		
388766	NORTHERN TELECOM	NTND11BA	(note 2) 1	CABLE ASSEMBLY CMB TO CMB-A	Voice, Service Plus		
381463	NORTHERN TELECOM	SW0221B	(note 2) 2	RTU/ACD/MESSAGE PROCESSING NO REPL	Voice, Service Plus		
381464	NORTHERN TELECOM	SW0225B	(note 2) 7	RTU/ENHANCED CALL CENTER ROUTING	Voice, Service Plus		
381205	NORTHERN TELECOM	NTND36AA	(note 1) 8	MERIDIAN COMMUNICATIONS UNIT			
374780	NORTHERN TELECOM	NT1R03DV	(note 1) 1	CABLE STRAIGHT RS232 M/M 45FT			
374785	NORTHERN TELECOM	NT1R03EV	(note 1) 1	CABLE STRAIGHT RS232 M/F 45FT			
374807	NORTHERN TELECOM	NT6P0104	(note 2) 2	ADDRESS BUS JUMPER BOARD	Voice, Service Plus		
374374	NORTHERN TELECOM	SERV0019	(note 1) 1	FEE TRANSACTION MERIDIAN MAIL SFTWR SVC			
366714	NORTHERN TELECOM	NTND27AB	(note 2) 7	CABLE MSDL TO I/O 6FT	Voice, Service Plus		
366757	NORTHERN TELECOM	NT6D71AA	(note 2) 1	BRI U-INTERFACE L/C	Voice, Service Plus		
366758	NORTHERN TELECOM	NT6D73AA	(note 2) 2	MISP - OPT 61C/81C	Voice, Service Plus		



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535211	NORTHERN TELECOM	SERV0080	(note 1) 1	CDROM MEDIA REQUEST	
535220	NORTHERN TELECOM	SW0165A	(note 2) 10	ESA ENHANCED SERVICES	Voice, Service Plus
547904	NORTHERN TELECOM	NT5D86AA	(note 2) 1	LOCAL MINI CARRIER EXTENDER CA	Voice, Service Plus
547911	NORTHERN TELECOM	NTZB08AA	(note 2) 1	MINI REMOTE PACKAGE AC	Voice, Service Plus
507130	NORTHERN TELECOM	NTAK93AB	(note 2) 1	DCH/DPNSS DAUGHTER BOARD	Voice, Service Plus
513525	NORTHERN TELECOM	NT1R91AA	(note 2) 1	MODEM KIT C/T73077015 PN NT1R91BA	Voice, Service Plus
481067	NORTHERN TELECOM	NT5D16BA	(note 2) 1	MER 1 TRUNK TIP/RING CABLE (8 FT.)	Voice, Service Plus
481127	NORTHERN TELECOM	P0833777	(note 1) 1	NT5D12 DUAL-PORT DT/PRI CARD INST	
477524	NORTHERN TELECOM	A0383526	(note 2) 1	VT520 MONITOR AND KEYBOARD	Voice, Service Plus
472240	NORTHERN TELECOM	NTCK80AB	(note 2) 1	CABLE DUAL PRI TO MSDL 18FT	Voice, Service Plus
472240	NORTHERN TELECOM	NTCK80AB	(note 2) 3	CABLE DUAL PRI TO MSDL 18FT	Voice, Service Plus
472338	NORTHERN TELECOM	SW0013A	(note 2) 4	OPT 81C REQUIRED F/OPT 81C	Voice, Service Plus
472357	NORTHERN TELECOM	SW0230A	(note 2) 7	RTU/ MULTIPLE QUEUE ASSIGNMENT	Voice, Service Plus
472361	NORTHERN TELECOM	SW7009D	(note 2) 1	RTU/ADMINPLUS ENABLE OPTION	Voice, Service Plus
472223	NORTHERN TELECOM	NTBK51AA	(note 2) 4	DCH D/B DOWNLOADABLE	Voice, Service Plus
472239	NORTHERN TELECOM	NTCK80AA	(note 2) 6	CABLE DUAL PRI TO MSDL 6FT	Voice, Service Plus
472239	NORTHERN TELECOM	NTCK80AA	(note 2) 5	CABLE DUAL PRI TO MSDL 6FT	Voice, Service Plus
495714	NORTHERN TELECOM	NT7R87BA	(note 2) 4	T1 LINK CABLE KIT (32 FOOT)	Voice, Service Plus
495719	NORTHERN TELECOM	NTAK20AD	(note 2) 1	STRATUM 3 CLOCK CONTR D/BOARD	Voice, Service Plus
507117	NORTHERN TELECOM	NTAG81AA	(note 2) 1	CABLE - AUDIO	Voice, Service Plus



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507118	NORTHER N TELECOM	NTAG81BA	(note 2) 1	CABLE - MAINTENANCE EXTENDER	Voice, Service Plus	
495866	NORTHER N TELECOM	SW0015A	(note 2) 1	SNMP OPEN ALARMS	Voice, Service Plus	
366665	NORTHER N TELECOM	SW0053A	(note 2) 10	RTU PUBLIC ISDN ACCESS NO REPL	Voice, Service Plus	
366710	NORTHER N TELECOM	NTND26AA	(note 2) 18	CABLE DCHI INTERFACE FOR MSDL	Voice, Service Plus	
366712	NORTHER N TELECOM	NTND26AC	(note 2) 5	CABLE MSDL DCHI INTERFACE 35FT	Voice, Service Plus	
366663	NORTHER N TELECOM	SW0051A	(note 2) 10	RTU ISDN NTWKING NO REPL	Voice, Service Plus	
366664	NORTHER N TELECOM	SW0052A	(note 2) 10	RTU PRIVATE ISDN NTWKING NO REPL	Voice, Service Plus	
366662	NORTHER N TELECOM	SW0050A	(note 2) 10	RTU/NTWKING NO REPL	Voice, Service Plus	
366651	NORTHER N TELECOM	SW0223A	(note 2) 7	RTU ENHANCED ACD ROUTING	Voice, Service Plus	
366652	NORTHER N TELECOM	SW0224A	(note 2) 7	RTU ENHANCED CALL CENTER MANAGEMENT	Voice, Service Plus	
366654	NORTHER N TELECOM	SW0226A	(note 2) 7	RTU CALL CENTER NETWORKING	Voice, Service Plus	
366655	NORTHER N TELECOM	SW0227A	(note 2) 7	RTU HOLD IN QUEUE FOR IVR	Voice, Service Plus	
366650	NORTHER N TELECOM	SW0222A	(note 2) 7	RTU ENHANCED ACD OVERFLOW	Voice, Service Plus	
366579	NORTHER N TELECOM	A0378866	(note 2) 3	100 OHM TERMINATING RESISTOR	Voice, Service Plus	
361288	NORTHER N TELECOM	NT8D64CB	(note 2) 2	EARTHQUAKE BRACE KIT 3 MOD COL	Voice, Service Plus	
361289	NORTHER N TELECOM	NT8D64CC	(note 2) 4	EARTHQUAKE BRACE KIT 4 MOD COL	Voice, Service Plus	
361282	NORTHER N TELECOM	NT8D16AB	(note 2) 4	EXTENDED DIAL TONE DETECTOR	Voice, Service Plus	
342903	NORTHER N TELECOM	A0376839	(note 2) 2	DEC 420 TERMINAL	Voice, Service Plus	
331019	NORTHER N TELECOM	A0351509	(note 2) 3	GENDER CHANGER 25F-25F	Voice, Service Plus	



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333994	NORTHERN TELECOM	SW7008	(note 2) 1	SOFTWARE NETWORK MESSAGE SERVICE	Voice, Service Plus	
330964	NORTHERN TELECOM	AS1073	(note 2) 8	KIT SDI/DCH C/T 73046821 NTSF6801	Voice, Service Plus	
324584	NORTHERN TELECOM	A0355200	(note 2) 1	POWER FAIL TRANSFER UNIT	Voice, Service Plus	
324584	NORTHERN TELECOM	A0355200	(note 2) 3	POWER FAIL TRANSFER UNIT	Voice, Service Plus	
324583	NORTHERN TELECOM	A0354954	(note 1) 2	RECTIFIER 100 AMP		
300319	NORTHERN TELECOM	P0699851	(note 1) 1	TOP CAP CABLE EGRESS PANEL		
300323	NORTHERN TELECOM	SW0005A	(note 2) 10	RTU/DN EXPANSION	Voice, Service Plus	
300331	NORTHERN TELECOM	NT8D95AW	(note 2) 1	CABLE 48FT SDI-DTE/DCE M-M	Voice, Service Plus	
300332	NORTHERN TELECOM	NT8D95AJ	(note 2) 6	CABLE 16FT SDI-DTE/DCE M-M	Voice, Service Plus	
300334	NORTHERN TELECOM	NT7D05AA	(note 2) 12	BLANK FACEPLATE 2IN PE	Voice, Service Plus	
300360	NORTHERN TELECOM	NT8D49AA	(note 2) 15	Module EMI Expansion Module-to-Module	Voice, Service Plus	
301480	NORTHERN TELECOM	NT8D79AC	(note 2) 4	CABLE PRI/DTI CLOCK CTRLLR 4FT	Voice, Service Plus	
301611	NORTHERN TELECOM	NT8D88AD	(note 2) 2	CABLE SUPERLOOP TO I/O 6FT	Voice, Service Plus	
302767	NORTHERN TELECOM	NT8D73AL	(note 2) 3	CABLE 6 FT ENET IO MULTIROW	Voice, Service Plus	
302769	NORTHERN TELECOM	NT8D95AT	(note 2) 1	CABLE 34FT SDI-DTE/DCE M-M	Voice, Service Plus	
304945	NORTHERN TELECOM	NT8D79AD	(note 2) 4	CABLE PRI/DTI CLOCK CTRLLR 6FT	Voice, Service Plus	
304959	NORTHERN TELECOM	NT8D84AA	(note 2) 3	CABLE XSDI TO I/O PANEL 18IN	Voice, Service Plus	
304967	NORTHERN TELECOM	NT8D91AC	(note 2) 10	XNET TO XPEC CABLE - 4 FT	Voice, Service Plus	
304908	NORTHERN TELECOM	NT8D46AP	(note 2) 1	CABLE SYS MON SER LINK 25FT	Voice, Service Plus	
304921	NORTHERN TELECOM	NT8D63AA	(note 2) 7	CABLE OVERHEAD TRAY KIT	Voice, Service Plus	



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302920	NORTHERN TELECOM	NT8D96AB	(note 2) 1	CABLE SDI MULTIPOINT 2FT	Voice, Service Plus		
302943	NORTHERN TELECOM	SW0028A	(note 2) 2	RTU/FAST TDS	Voice, Service Plus		
300305	NORTHERN TELECOM	NT8D93AW	(note 2) 11	CABLE 48FT QSDIPB IO TO DTE	Voice, Service Plus		
300307	NORTHERN TELECOM	NT8D79AF	(note 2) 4	CABLE PRI/DTI CLOCKCTRLR 10FT	Voice, Service Plus		
820141	NORTHERN TELECOM	A0367335	(note 2) 128	WALL TRANSFORMER 110V-26.7VAC	Voice, Service Plus		
828250	NORTHERN TELECOM	DY4311009	(note 2) 35	MODULE SWITCH 3 PORT I-NET TEL NA	Voice, Service Plus		
828250	NORTHERN TELECOM	DY4311009	(note 2) 90	MODULE SWITCH 3 PORT I-NET TEL NA	Voice, Service Plus		
832479	NORTHERN TELECOM	599SL1-1	(note 1) 1	KEYCODE REMAKE PRER3 LARGE SYS			
832479	NORTHERN TELECOM	599SL1-1	(note 1) 1	KEYCODE REMAKE PRER3 LARGE SYS			
832479	NORTHERN TELECOM	599SL1-1	(note 1) 3	KEYCODE REMAKE PRER3 LARGE SYS			
832479	NORTHERN TELECOM	599SL1-1	(note 1) 5	KEYCODE REMAKE PRER3 LARGE SYS			
832635	NORTHERN TELECOM	QCAD133A	(note 2) 1	CABLE PRI/DTI I/O TO MDF 50FT	Voice, Service Plus		
744285	NORTHERN TELECOM	NTEX00BA	(note 2) 135	I2004 ETHERNET TELEPHONE NO REPL	Voice, Service Plus		
789179	NORTHERN TELECOM	QPC414C	(note 2) 11	ENHANCED NETWORK CARD ASSY	Voice, Service Plus		
595305	NORTHERN TELECOM	NTZD68BA	(note 2) 1	MOD EC MM RLS 9.58/10/11/12 TO 13 UPG	Voice, Service Plus		
595383	NORTHERN TELECOM	SW0000L	(note 2) 3	MERIDIAN 1 SYSTEM SOFTWARE: REL 25	Voice, Service Plus		
603182	NORTHERN TELECOM	P0912861	(note 1) 1	IDU/C REF GUIDE ENGLISH			
595167	NORTHERN TELECOM	NT5D03PB	(note 2) 2	68060E 160MB CALL PROCESSORC/TNT4N 64AA	Voice, Service Plus		
561249	NORTHERN TELECOM	NTZC02AA	1	MAT 6 STATION ADMINISTRATION MODU NOREPL	Voice, Service Plus		



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561764	NORTHERN TELECOM	NT5D61AB	(note 2) 2	IODU/C PACK	Voice, Service Plus	
549149	NORTHERN TELECOM	NTZB06AB	(note 2) 1	MINI LOCAL PKG (OPT 21-81)	Voice, Service Plus	
733199	NORTHERN TELECOM	NT2K10WD	(note 2) 4	POWER BOARD (EXT ALERTER)	Voice, Service Plus	
733216	NORTHERN TELECOM	P0723443	(note 1) 3	POWER SUPPLY BOARD CABLE MFG DISC		
733273	NORTHERN TELECOM	SERV0031	(note 2) 1	RTU/IN-HOUSE SW CONVER FEE MFG DISC	Voice, Service Plus	
733288	NORTHERN TELECOM	SW0101C	(note 2) 1	RTU/BASIC RATE INTERFACE	Voice, Service Plus	
733289	NORTHERN TELECOM	SW0221C	(note 2) 1	RTU/ACD/MESSAGE PROCESSING	Voice, Service Plus	
736481	NORTHERN TELECOM	NTJH09AB	(note 2) 3	MTE REL 9.3 SFWR (SINGLE USER)MD 7-04	Voice, Service Plus	
381213	NORTHERN TELECOM	NTZK16CA35	(note 2) 48	M2616 PRFMNC-PLUS TEL C/T 444538	Voice, Service Plus	
383807	NORTHERN TELECOM	MPR0500	(note 1) 1	PROMO.NANP 599 SL-1 RL 19Y FRM RL 18-19X		
388738	NORTHERN TELECOM	A0408927	(note 2) 8	CABLE RS232-V.35 C/T 587835	Voice, Service Plus	
398637	NORTHERN TELECOM	NT2K08GH35	(note 2) 8	M2008 STND BUSINESS C/T 516650 ASH	Voice, Service Plus	
444505	NORTHERN TELECOM	A0671007	(note 2) 9	KEY EXPANSION MODULE CBL C/T 587728	Voice, Service Plus	
303827	NORTHERN TELECOM	SW7010	(note 2) 2	MMAIL NETWORKING SFTWR C/T 543865	Voice, Service Plus	
328651	NORTHERN TELECOM	NTZK06AA35XH35	(note 2) 399	M2006 BASIC SNGL LN C/T 361787	Voice, Service Plus	
328657	NORTHERN TELECOM	NTZK08AA35XH35	(note 2) 515	M2008 BASIC STND BUS C/T 361793	Voice, Service Plus	
338893	NORTHERN TELECOM	NT6G00AE35	(note 2) 2	M2250 ATTENDANT CONS C/T 395372	Voice, Service Plus	
361522	NORTHERN TELECOM	V006	(note 1) 1	MM FEATURE OPER VIDEO C/T 507236		
361787	NORTHERN TELECOM	NT2K05GA35	(note 2) 15	M2006 SNGL LN DIG BAS ASH C/T 535059	Voice, Service Plus	
361793	NORTHERN TELECOM	NT2K08GA35	(note 2) 20	M2008 STND BUS BASIC ASH C/T 535062	Voice, Service Plus	



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		TELECOM					
	366644	NORTHERN TELECOM	SW0059A	(note 1) 10	RTU NETWORK MESS SERV C/T 381459		
	366649	NORTHERN TELECOM	SW0221A	(note 1) 4	RTU ACD/MESSAGE PROCESSING C/T 381463		
	366657	NORTHERN TELECOM	SW0000D	(note 1) 14	RTU SFTWR M1 RLS 18 BASE C/T 381458		
	566231	NORTHERN TELECOM	NT2K36AA35	(note 2) 3	M2616CT CORDLESS ASH NO REPLACEMENT	Voice, Service Plus	
	733304	NORTHERN TELECOM	SW7413	(note 1) 1	CCR REL 3B SW/DOC PK C/T 507222		
	820115	NORTHERN TELECOM	NTZK16BA35 XC35	(note 2) 529	TEL C/T 381213 M2616 W/DISP PRFRMNC-PLUS	Voice, Service Plus	
	832654	NORTHERN TELECOM	QPF36A	(note 2) 24	TERMINATING PLUG C/T 587985	Voice, Service Plus	
	889202	NORTHERN TELECOM	NTZK22AA35 XK35	(note 2) 30	M2216 BASIC ACD-1 TEL ASH C/T 481057	Voice, Service Plus	
	910613	NORTHERN TELECOM	MPR1411	(note 1) 1	PROMO.APP IN-HOUSE CONVERSIONS-MAT		
	910633	NORTHERN TELECOM	MPR1422	(note 1) 1	PROMO.APP CCR/LINK/CO RES		
	910642	NORTHERN TELECOM	MPR1409	(note 1) 1	PROMO.APP STA. ADMIN. MODULE		
	910643	NORTHERN TELECOM	MPR1410	(note 1) 1	PROMO.APP END USER COM. SVCS.		
	910646	NORTHERN TELECOM	MPR1414	(note 1) 1	PROMO.APP OPT81C W/1 APP		
4	*ADCSU	MISC VENDOR	SEBLDMPAR T1	1	ADTRAN CSU	Voice, Service Plus	\$359.28
	539075	ADTRAN - AL	1202052L1	2	TSU 100E	Voice, Service Plus	
	533477	ADTRAN - AL	4200142L1# HS	(note 1) 2	DUAL NX56/64 V.35 MODULE W/CABLES PLUG-I		
	533484	ADTRAN - AL	4200159L1	(note 1) 2	DUAL NX56/64 PLUG-ON W/CABLES		
5	*UPSGE	MISC VENDOR	SEBLDMPAR T1	1	UPS/GELCEL POWER PROTECTION	Voice, Service Plus	\$1,166.52
	365293	GNB INC	90A27	8	BATT ABSOLYTE IIP 1140AHR / 2V CELL	Voice, Service Plus	
	912376	BEST POWER TECHNOLOGY INC	FE700DDEA BB2V	1	UPS 700VA 2H10MIN 120VINO 5-15P 4-5-15R	Voice, Service Plus	
	875179	BEST	FE700DDEA	1	DISCONTINUED	Voice, Service Plus	



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		POWER TECHNOLOGY INC	BBFZP		UPS500W 130M 5-15P (4)5-15R 120V I/O		
	493584	BEST POWER TECHNOLOGY INC	BAT-0053	(note 1) 1	DISCONTINUED BATT 12V 31AH SLD NO MANT AGM RCKMT		
6	*AADIG	MISC VENDOR	SEBLDMPAR T1	1	ANC/AUX DIGITAL ANNOUNCERS	Voice, Service Plus	\$0.00
	325792	INTERALIA, INC.	DMU-2RDB	1	DISC 2007 ANNOUNCER 2MSG 2LINE 64SEC DC W/REMOTE	Voice, Service Plus	
	835349	INTERALIA, INC.	DMU-2RAB	1	DISC 2007 ANNOUNCER 2MSG 2LINE 64SEC AC W/REMOTE	Voice, Service Plus	
	377380	PLANTRONICS/WALKER	27019-03	(note 1) 1	Y TRAINING CORD W/INLINEMUTE SWTCH		
	335583	PLANTRONICS/WALKER	H51-M10	(note 1) 6	HEADSET SUPRA MON C/T 335564/335561		
	335584	PLANTRONICS/WALKER	H61-M10	(note 1) 12	HEADSET SUPRA BI C/T 335566/335561		
	329224	PLANTRONICS/WALKER	H41-M10	(note 1) 6	HEADSET MIRAGE MOD C/T 335563/335561		
	325797	INTERALIA, INC.	32M	(note 1) 1	DISC 2007 ANNOUNCER MEMORY ADDL 32SEC SMUDMUMMU		
7	*KET1	MISC VENDOR	SEBLDMPAR T1	1	KENTROX T1 CSU	Voice, Service Plus	\$4,299.36
	300432	ADC/KENTROX INDUSTRIES, INC.	77030	1	SHELF LOW DENSITY CSU UL2	Voice, Service Plus	
	860360	ADC/KENTROX INDUSTRIES, INC.	77965	10	T-SERV II STANDALONE	Voice, Service Plus	
	860360	ADC/KENTROX INDUSTRIES, INC.	77965	1	T-SERV II STANDALONE	Voice, Service Plus	
	860361	ADC/KENTROX INDUSTRIES, INC.	77115	23	T-SERV II PLUG-IN	Voice, Service Plus	
	860361	ADC/KENTROX INDUSTRIES, INC.	77115	1	T-SERV II PLUG-IN	Voice, Service Plus	
	860361	ADC/KENTROX INDUSTRIES, INC.	77115	3	T-SERV II PLUG-IN	Voice, Service Plus	



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860361	ADC/KENT ROX INDUSTRIES, INC.	77115	2	T-SERV II PLUG-IN	Voice, Service Plus
860362	ADC/KENT ROX INDUSTRIES, INC.	77020	3	SHELF T-SMART	Voice, Service Plus
885063	ADC/KENT ROX INDUSTRIES, INC.	77095	6	BRACKET ADAPTOR DUAL CSU	Voice, Service Plus
812087	ADC/KENT ROX INDUSTRIES, INC.	77995	1	24V DC POWER SUPPLY 250MA	Voice, Service Plus
812087	ADC/KENT ROX INDUSTRIES, INC.	77995	2	24V DC POWER SUPPLY 250MA	Voice, Service Plus
300437	ADC/KENT ROX INDUSTRIES, INC.	77830	(note 2) 3	CONVERTER RJ48H TO RJ48C	Voice, Service Plus
300438	ADC/KENT ROX INDUSTRIES, INC.	77840	(note 2) 3	CNV RJ48H/DA15S W/LATCHPOST KT	Voice, Service Plus
300450	ADC/KENT ROX INDUSTRIES, INC.	93015151	(note 2) 1	CABLE CSU RJ FEM ADAPTOR DA15S TO R	Voice, Service Plus
314460	ADC/KENT ROX INDUSTRIES, INC.	93002061	(note 2) 6	CABLE 25 PAIR M/FEMALE 2'	Voice, Service Plus
950027	ADC/KENT ROX INDUSTRIES, INC.	93050141	(note 2) 1	CABLE CSU2 RJ48C M/SOLID 50'	Voice, Service Plus
950027	ADC/KENT ROX INDUSTRIES, INC.	93050141	(note 2) 1	CABLE CSU2 RJ48C M/SOLID 50'	Voice, Service Plus
950027	ADC/KENT ROX INDUSTRIES, INC.	93050141	(note 2) 4	CABLE CSU2 RJ48C M/SOLID 50'	Voice, Service Plus
950027	ADC/KENT ROX INDUSTRIES, INC.	93050141	(note 2) 1	CABLE CSU2 RJ48C M/SOLID 50'	Voice, Service Plus
950027	ADC/KENT ROX INDUSTRIES, INC.	93050141	(note 2) 1	CABLE CSU2 RJ48C M/SOLID 50'	Voice, Service Plus
950027	ADC/KENT ROX INDUSTRIES, INC.	93050141	(note 2) 3	CABLE CSU2 RJ48C M/SOLID 50'	Voice, Service Plus



Customer Name:	CITY OF LONG BEACH
Customer ID:	Z300009227
Proposal Number:	8-3D7JFY
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

		ES, INC.					
	950027	ADC/KENT ROX INDUSTRI ES, INC.	93050141	(note 2) 2	CABLE CSU2 RJ48C M/SOLID 50'	Voice, Service Plus	
	885828	ADC/KENT ROX INDUSTRI ES, INC.	93025101	(note 2) 12	CABLE CSU 15D M/PIGTAIL 25'	Voice, Service Plus	
	881940	ADC/KENT ROX INDUSTRI ES, INC.	93025141	(note 2) 3	CABLE CSU2 RJ48C M/SOLID 25'	Voice, Service Plus	
	885746	ADC/KENT ROX INDUSTRI ES, INC.	93025151	(note 2) 18	CABLE CSU RJ FEM/DS ADPTR 25'	Voice, Service Plus	
	816260	ADC/KENT ROX INDUSTRI ES, INC.	93025071	(note 2) 12	CABLE 25PAIR MALE/PIGTAIL 25'	Voice, Service Plus	
8	*BSPKR	MISC VENDOR	SEBLDMPAR T1	1	BOGEN PAGING SPEAKER - 12 MOS WARRANTY	Voice, Service Plus	\$897.00
	317691		S86T725PG8 WVK	23	S86T725PG8W W/KNOB VOLUME CONTROL	Voice, Service Plus	
	401777		TPU35B	(note 2) 2	35W AMP W/WALC & APHEX AURAL EXCITER CIRC	Voice, Service Plus	
	863476		TAMB	(note 2) 1	TELEPHONE ACCESS MODULE	Voice, Service Plus	
9	*H3SC01	MISC VENDOR	SEBLDMPAR T1	1	NORTEL SUCCESSION IPT	Voice, Service Plus	\$700.56
	913985	NORTHER N TELECOM	NTAG86CD	1	MIRAN OPTION LARGE	Voice, Service Plus	
10	*WETCE	MISC VENDOR	SEBLDMPAR T1	1	POWER PROTECTION/CONDITI ONER	Voice, Service Plus	\$0.00
	880825	ONEAC CORPORA TION	PC240A-S2SW	1	PWR COND 240VA WALL 5-15P (2)5-15R DISCONTINUED 6/2008	Voice, Service Plus	
	880826	ONEAC CORPORA TION	PC360A-S4SW	1	PWR COND 360VA FLOOR 5-15P (4)5-15R DISCONTINUED 6/2008	Voice, Service Plus	
	882399	ONEAC CORPORA TION	PC075A-S1SW	3	PWR COND 75VA WALL 5-15P (1)5-15R DISCONTINUED 6/2008	Voice, Service Plus	
11	*H2SYM01	MISC VENDOR	SEBLDMPAR T1	1	NORTEL SYMPOSIUM	Voice, Service Plus	\$4,800.00
	73003288	NORTHER N TELECOM	NTHF63AC	1	SECC 3.0 TO 4.2 SW UP PKG ENG	Voice, Service Plus	
	543785	NORTHER N TELECOM	A0645811	(note 2) 1	PWR CORD-NEMA 5-15P TO IEC	Voice, Service Plus	
	533440	NORTHER N	NTRH9017	(note 2) 1	HW PERIPH 10 BASE-T HUB	Voice, Service Plus	



Customer Name:	CITY OF LONG BEACH
Customer ID:	Z3000009227
Proposal Number:	8-3D7JFY
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

		TELECOM					
	601765	NORTHERN TELECOM	NTRH9069	(note 1) 1	10 BASE T TRANCEIVER MAU		
	585157	NORTHERN TELECOM	NTRH9011	(note 2) 1	MONITOR 14IN	Voice, Service Plus	
	593972	NORTHERN TELECOM	NTZC08AF	(note 2) 1	MAT 5/6 TO MAT 6.X FLAT FEE UPGRADE	Voice, Service Plus	
	595275	NORTHERN TELECOM	NTZC01AF	1	MAT 6 END USER	Voice, Service Plus	
12	*TONE	MISC VENDOR	SEBLDMPAR T1	1	TONE COMMANDER	Voice, Service Plus	\$0.00
	73108629	Tone Commander	1010303601	2	8620U 20 BUTTON ISDN PHONE U	Voice, Service Plus	
13	*MBNP	MISC VENDOR	SEBLDMPAR T1	(note 2) 1	MAINTAINED-BUT-NOT-PRICED	Voice, Service Plus	\$0.00
	408146	TELTRONICS DIV/BRAND REX CO	SEBIWMT	(note 2) 1	KIT WALL MOUNT F/SITE EVENT	Voice, Service Plus	
	348292	TELTRONICS DIV/BRAND REX CO	SEBIRS4204 814M010114 010101	(note 2) 1	BUFFER SEBII F/NTI 4/PORT 2048K 14.4KBPS/T SEB-NP-40101	Voice, Service Plus	
14	*MBNP	MISC VENDOR	SEBLDMPAR T1	(note 2) 1	MAINTAINED-BUT-NOT-PRICED	Voice, Service Plus	\$0.00
	535056	NORTHERN TELECOM	NT0C09EL-35	(note 2) 12	GLOBAL HANDSET ASH	Voice, Service Plus	
	535056	NORTHERN TELECOM	NT0C09EL-35	(note 2) 20	GLOBAL HANDSET ASH	Voice, Service Plus	
	535095	NORTHERN TELECOM	NT2K28AD35	(note 1) 60	DISPLAY OPTION ASH		
	543807	NORTHERN TELECOM	NT9K05AA35	(note 2) 21	M2006 SGL LINE DIG TEL BASIC ASH	Voice, Service Plus	
	543810	NORTHERN TELECOM	NT9K08AA35	(note 2) 22	M2008 STD BUS TEL BASIC ASH	Voice, Service Plus	
	543816	NORTHERN TELECOM	NT9K08AC35	(note 2) 5	M2008 STANDARD BUS TEL W DIS ASH	Voice, Service Plus	
	543822	NORTHERN TELECOM	NT9K16AA35	(note 1) 35	M2616 PERF-PLUS TEL BASIC ASH		
	543825	NORTHERN TELECOM	NT9K16AC-35	(note 2) 10	M2616 PERF-PLUS TEL W/DISPLAY ASH	Voice, Service Plus	
	543825	NORTHERN TELECOM	NT9K16AC-35	(note 2) 15	M2616 PERF-PLUS TEL W/DISPLAY ASH	Voice, Service Plus	
	543825	NORTHERN TELECOM	NT9K16AC-	(note 2) 377	M2616 PERF-PLUS TEL	Voice, Service Plus	



Customer Name:	CITY OF LONG BEACH
Customer ID:	Z3000009227
Proposal Number:	8-3D7JFY
Prepared By:	Melissa Williams
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System Agreement

		N TELECOM	35		W/DISPLAY ASH		
	543828	NORTHERN TELECOM	NT9K18AC35	(note 2) 11	M2216ACD TELEPHONE ASH	Voice, Service Plus	
	543828	NORTHERN TELECOM	NT9K18AC35	(note 2) 25	M2216ACD TELEPHONE ASH	Voice, Service Plus	
	481063	NORTHERN TELECOM	NT2K22VH-35	(note 1) 19	22 KEY EXPANSION MODULE - ASH		
	361186	NORTHERN TELECOM	AS1082	(note 1) 95	MERIDIAN MODULAR TELEPHONE USER		
	339100	NORTHERN TELECOM	NT9D08AA	(note 2) 1	DSS-9000 DIRECT STATION SELECT UNIT	Voice, Service Plus	
	331005	NORTHERN TELECOM	NTAK1104	(note 2) 3	CABLE PFTU/CONSOLE PWR	Voice, Service Plus	
	820136	NORTHERN TELECOM	NT2K40WA	(note 1) 5	EXTERNAL ALERTER INTERFACE		
	587728	NORTHERN TELECOM	NT2K03BA	(note 1) 16	KEY EXPANSION MODULE CABLE		
15	*MBNP	MISC VENDOR	SEBLDMPAR T1	(note 2) 1	MAINTAINED-BUT-NOT-PRICED	Voice, Service Plus	\$0.00
	738146	NORTHERN TELECOM	NTZC82AA	(note 2) 85	INTERNET TEL SW PARAMETER LG SYS	Voice, Service Plus	
	738146	NORTHERN TELECOM	NTZC82AA	(note 2) 61	INTERNET TEL SW PARAMETER LG SYS	Voice, Service Plus	
16	*MBNP	MISC VENDOR	SEBLDMPAR T1	(note 2) 1	MAINTAINED-BUT-NOT-PRICED	Voice, Service Plus	\$0.00
	361271	NORTHERN TELECOM	NT2K22XH35 DUP	(note 2) 120	KEY EXPANSION MOD ASH C/T 472269	Voice, Service Plus	

Note 1: These items are NOT covered under the terms of your Maintenance Agreement.
 Note 2: These items are covered under the terms of your Maintenance Agreement, but do not directly affect the price.

4	ATTACHMENTS
Attachment:	Attachment:
Attachment:	Attachment:



Customer Name:	CITY OF LONG BEACH
Customer ID:	Z3000009227
Proposal Number:	8-3D7JFY
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

Attachment:

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Customer Name:	CITY OF LONG BEACH
Customer ID:	Z3000009227
Proposal Number:	8-3D7JFY
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement



Customer Name:	LONG BEACH CITY
Customer ID:	Z3000012559
Proposal Number:	8-3KTV9T
Prepared By:	Karen Zacher
Printed On:	07/15/2008

System Agreement

1	THIS AGREEMENT IS MADE BETWEEN	
A	Customer (subsequently referred to as "Customer")	B (Verizon Entity) (subsequently referred to as "Verizon")
<p><u>CUSTOMER INFORMATION</u></p> <p>Customer Name LONG BEACH CITY Customer ID Z3000012559 Proposal Number 8-3KTV9T Printed On 07/15/2008 Prices Valid Thru 10/13/2008 Prepared By Karen Zacher</p> <p><u>BILLING INFORMATION</u></p> <p>Billing Contact Telephone Address 333 W OCEAN BLVD LONG BEACH CA - 90802</p> <p><u>EQUIPMENT LOCATION</u></p> <p>Contact Telephone Address</p>		<p><u>PROPOSED BY</u></p> <p>VERIZON Entity VSSI LBSC Repair Account Executive BARBER STEVEN Telephone Mailing Address 1909 N US HIGHWAY 301 SUITE 130 TAMPA FL - 336192676</p> <p><u>REPAIR SERVICE INFORMATION</u></p> <p>Repair Service Telephone (800) 483-2000 Response for Major Failures 2 hrs Customer Help Line</p>



Customer Name:	LONG BEACH CITY
Customer ID:	Z3000012559
Proposal Number:	8-3KTV9T
Prepared By:	Karen Zacher
Printed On:	07/15/2008

System Agreement

2	MAINTENANCE COVERAGE AND PAYMENT OPTIONS				
Please select a Coverage Option by checking the appropriate box and circle the desired Billing option:					
	VOICE	Annual	Semi-Annual	Quarterly	Monthly
Year 1		\$5,570.76	\$2,841.12	\$1,448.40	\$492.09
Contract Term - 12 month(s)			Proposed Effective Date - 07/03/2008		

3	EQUIPMENT AND SERVICES COVERED						
SYSTEM	MATERIAL CODE	MFR	MFR PART #	QUANTITY	DESCRIPTION	COVERAGE	Maintenance Price
1	*KET1	MISC VENDOR	SEBLDMPAR T1	1	KENTROX T1 CSU	Maintenance Contract	\$351.36
	812087	ADC/KENT ROX INDUSTRIES, INC.	77995	3	24V DC POWER SUPPLY 250MA	Maintenance Contract	
	860360	ADC/KENT ROX INDUSTRIES, INC.	77965	3	T-SERV II STANDALONE	Maintenance Contract	
2	*NMAA	MISC VENDOR	SEBLDMPAR T1	(note 1) 1	NOT-MAINTAINED-AT-ALL		\$0.00
	541619	NORTHERN TELECOM	NTKS2002	(note 1) 9	OPT.11C COMPACT INTEROFC. PKG.-ADL.8 TN		
	541627	NORTHERN TELECOM	NTMW05AA	(note 1) 3	MINI IPE 24 PORT DIGITAL LINE CARD		
	541628	NORTHERN TELECOM	NTMW06AA	(note 1) 3	MINI IPE 16 PORT ANALOG LINE CARD		
	541636	NORTHERN TELECOM	NTMW38AA	(note 1) 3	MINI IPE 1.5MB DT/PRI PACKAGE NO REPL		
	541650	NORTHERN TELECOM	NTKS0035	(note 1) 3	OPT.11C COMPACT TEL. SET PKG.-ASH		
	541653	NORTHERN TELECOM	NTKS1001	(note 1) 3	OPT.11C COMPACT OFC. COMM. PACKAGE		
	541654	NORTHERN TELECOM	NTKS1002	(note 1) 3	OPT.11C COMPACT INTEROFFICE PKG.		
	391449	CUSTOM CABLE ASSEMBLIES INC	53836-025-202	(note 1) 3	CABLE SEBII TO NT OPTN II F9D-F25D 25FT		
3	*MBNP	MISC VENDOR	SEBLDMPAR T1	(note 2) 1	MAINTAINED-BUT-NOT-PRICED	Maintenance Contract	\$0.00



Customer Name:	LONG BEACH CITY
Customer ID:	Z3000012559
Proposal Number:	8-3KTV9T
Prepared By:	Karen Zacher
Printed On:	07/15/2008

System Agreement

	543825	NORTHERN TELECOM	NT9K16AC-35	(note 2) 6	M2616 PERF-PLUS TEL W/DISPLAY ASH	Maintenance Contract	
	361186	NORTHERN TELECOM	AS1082	(note 1) 3	MERIDIAN MODULAR TELEPHONE USER		
4	*MBNP	MISC VENDOR	SEBLDMPAR T1	(note 2) 1	MAINTAINED-BUT-NOT-PRICED	Maintenance Contract	\$0.00
	408146	TELTRONICS DIV/BRAND REX CO	SEBIWMT	(note 2) 3	KIT WALL MOUNT F/SITE EVENT	Maintenance Contract	
	535784	TELTRONICS DIV/BRAND REX CO	SEBGTE425 6H	(note 1) 3	BUFFER SEB F\OPTION 11 W/14.4 MODEM\173066603		
5	*NMAA	MISC VENDOR	SEBLDMPAR T1	(note 1) 1	NOT-MAINTAINED-AT-ALL		\$0.00
	459501	NORTHERN TELECOM	AS1182	(note 1) 39	PREPRINTED FEATURE KEY CAPS		
6	*NMAA	MISC VENDOR	SEBLDMPAR T1	(note 1) 1	NOT-MAINTAINED-AT-ALL		\$0.00
	498721	BEST POWER TECHNOLOGY INC	FE850DDGA BBLZP	(note 1) 3	DISCONTINUED UPS850VA 120V IN/OUT L CORD/RCP SPCL		
7	*NMAA	MISC VENDOR	SEBLDMPAR T1	(note 1) 1	NOT-MAINTAINED-AT-ALL		\$0.00
	391707	CUSTOM CABLE ASSEMBLIES INC	52153-025-238	(note 1) 3	CABLE F15D-RJ45 T1 25FT		
8	*11KSU	MISC VENDOR	SEBLDMPAR T1	1	MERIDIAN 11 PABX SU	Switch and Phones, OH	\$5,219.40
	*11CPOR	MISC VENDOR	SEBLDMPAR T1	1	MERIDIAN 1 OPTION 11 COMPACT PORTS	Switch and Phones, OH	
	*MVMR8	MISC VENDOR	SEBLDMPAR T1	4	MERIDIAN VOICE MAIL FOR OPTION 11	Switch and Phones, OH	

Note 1: These items are NOT covered under the terms of your Maintenance Agreement.
 Note 2: These items are covered under the terms of your Maintenance Agreement, but do not directly affect the price.

4	ATTACHMENTS	
	Attachment:	Attachment:
	Attachment:	Attachment:



Customer Name:	LONG BEACH CITY
Customer ID:	Z3000012559
Proposal Number:	8-3KTV9T
Prepared By:	Karen Zacher
Printed On:	07/15/2008

System Agreement

Attachment:

Attachment:



Customer Name:	LONG BEACH CITY
Customer ID:	Z3000012559
Proposal Number:	8-3KTV9T
Prepared By:	Karen Zacher
Printed On:	07/15/2008

System Agreement



Customer Name:	LONG BEACH CITY OF-EMERGEN
Customer ID:	Z3000010923
Proposal Number:	8-3DEDQE
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

1	THIS AGREEMENT IS MADE BETWEEN	
A	Customer (subsequently referred to as "Customer")	B (Verizon Entity) (subsequently referred to as "Verizon")
<p><u>CUSTOMER INFORMATION</u></p> <p>Customer Name LONG BEACH CITY OF-EMERGEN Customer ID Z3000010923 Proposal Number 8-3DEDQE Printed On 07/15/2008 Prices Valid Thru 10/13/2008 Prepared By Melissa Williams</p> <p><u>BILLING INFORMATION</u></p> <p>Billing Contact Telephone Address 333 W OCEAN BLVD LONG BEACH CA - 90802</p> <p><u>EQUIPMENT LOCATION</u></p> <p>Contact Telephone Address</p>		<p><u>PROPOSED BY</u></p> <p>VERIZON Entity VSSI LBSC Repair Account Executive BARBER STEVEN Telephone Mailing Address</p> <p><u>REPAIR SERVICE INFORMATION</u></p> <p>Repair Service Telephone (800) 483-2000 Response for Major Failures 2 hrs Customer Help Line</p>



Customer Name:	LONG BEACH CITY OF-EMERGEN
Customer ID:	Z3000010923
Proposal Number:	8-3DEDQE
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

2	MAINTENANCE COVERAGE AND PAYMENT OPTIONS				
Please select a Coverage Option by checking the appropriate box and circle the desired Billing option:					
	VOICE	Annual	Semi-Annual	Quarterly	Monthly
Year 1		\$8,438.40	\$4,303.62	\$2,193.96	\$745.39
Contract Term - 12 month(s)			Proposed Effective Date - 07/15/2008		

3	EQUIPMENT AND SERVICES COVERED						
SYSTEM	MATERIAL CODE	MFR	MFR PART #	QUANTITY	DESCRIPTION	COVERAGE	Maintenance Price
1	*SL1P16	MISC VENDOR	SEBLDMPAR T1	1	NTI SL1 PBX PORTS - 16 PORT PRICE	Voice, Service Plus	\$6,993.60
	300312	NORTHERN TELECOM	AS1013	2	KIT M2250 CONSOLE/DIGITAL LINE CARD	Voice, Service Plus	
	519039	NORTHERN TELECOM	NT8D09AL	1	EXT. ANALOGUE MW LINE CARD	Voice, Service Plus	
	348497	NORTHERN TELECOM	NT8D14BB	3	CARD UNIVERSAL TRUNK -C/T 913978	Voice, Service Plus	
	495757	NORTHERN TELECOM	NTSF1001	3	OPTION 11C SNGL CABNT C/T 587865	Voice, Service Plus	
	495759	NORTHERN TELECOM	NTSF2001	3	OPTION 11C 30' EXPNSN (AC) C/T 587867	Voice, Service Plus	
	519038	NORTHERN TELECOM	NT8D02EB	6	DIGITAL LINE CARD C/T 561777	Voice, Service Plus	
	304799	NORTHERN TELECOM	NT3G30AA35	(note 2) 3	ADJUSTABLE STAND M1250/M2250 NO REPL	Voice, Service Plus	
	536477	NORTHERN TELECOM	NT6R78AB	(note 1) 3	OPT 11C R23 ENG DOCUMEN PKG COIL		
	495771	NORTHERN TELECOM	NTSF8022	(note 2) 3	OPT 11C ENTRPRSE SW PK NO REPL	Voice, Service Plus	
	324584	NORTHERN TELECOM	A0355200	(note 2) 3	POWER FAIL TRANSFER UNIT	Voice, Service Plus	
	330964	NORTHERN TELECOM	AS1073	(note 2) 3	KIT SDI/DCH C/T 73046821 NTSF6801	Voice, Service Plus	
	330977	NORTHERN TELECOM	AS7011	(note 2) 3	VT520 TERMINAL PLUS KEYBRD PKG	Voice, Service Plus	
	459501	NORTHERN	AS1182	(note 1) 144	PREPRINTED FEATURE KEY CAPS		



Customer Name:	LONG BEACH CITY OF-EMERGEN
Customer ID:	Z3000010923
Proposal Number:	8-3DEDQE
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

		TELECOM					
	495719	NORTHERN TELECOM	NTAK20AD	(note 2) 3	STRATUM 3 CLOCK CONTR D/BOARD	Voice, Service Plus	
	543874	NORTHERN TELECOM	SW7100H	(note 2) 3	MMAIL CARD OPT R12 S/W NO REPLACEMENT	Voice, Service Plus	
	*MVMR8	MISC VENDOR	SEBLDMPAR T1	8	MERIDIAN VOICE MAIL FOR OPTION 11	Voice, Service Plus	
2	*KET1	MISC VENDOR	SEBLDMPAR T1	1	KENTROX T1 CSU	Voice, Service Plus	\$702.72
	860360	ADC/KENTROX INDUSTRIES, INC.	77965	3	T-SERV II STANDALONE	Voice, Service Plus	
	812087	ADC/KENTROX INDUSTRIES, INC.	77995	3	24V DC POWER SUPPLY 250MA	Voice, Service Plus	
3	*UPSGE	MISC VENDOR	SEBLDMPAR T1	1	UPS/GELCEL POWER PROTECTION	Voice, Service Plus	\$742.08
	498692	BEST POWER TECHNOLOGY INC	FE1.8KDDEA CDGZP	1	DISCONTINUED UPS FE1.8KVA 1250W 120V LINECRD/RCP SPCL	Voice, Service Plus	
4	*MBNP	MISC VENDOR	SEBLDMPAR T1	(note 2) 1	MAINTAINED-BUT-NOT-PRICED	Voice, Service Plus	\$0.00
	543825	NORTHERN TELECOM	NT9K16AC-35	(note 2) 144	M2616 PERF-PLUS TEL W/DISPLAY ASH	Voice, Service Plus	
	361186	NORTHERN TELECOM	AS1082	(note 1) 12	MERIDIAN MODULAR TELEPHONE USER		

Note 1: These items are NOT covered under the terms of your Maintenance Agreement.

Note 2: These items are covered under the terms of your Maintenance Agreement, but do not directly affect the price.

4	ATTACHMENTS
Attachment:	Attachment:
Attachment:	Attachment:
Attachment:	Attachment:



Customer Name:	LONG BEACH CITY OF-EMERGEN
Customer ID:	Z3000010923
Proposal Number:	8-3DEDQE
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement



Customer Name:	LONG BEACH CITY - FLEET
Customer ID:	Z3000012092
Proposal Number:	8-3DEDQA
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

1	THIS AGREEMENT IS MADE BETWEEN	
A	Customer (subsequently referred to as "Customer")	B (Verizon Entity) (subsequently referred to as "Verizon")
<p><u>CUSTOMER INFORMATION</u></p> <p>Customer Name LONG BEACH CITY - FLEET Customer ID Z3000012092 Proposal Number 8-3DEDQA Printed On 07/15/2008 Prices Valid Thru 10/13/2008 Prepared By Melissa Williams</p> <p><u>BILLING INFORMATION</u></p> <p>Billing Contact Telephone Address 333 W OCEAN BLVD ACCTS PAYABLE 6TH FLR LONG BEACH CA - 90802</p> <p><u>EQUIPMENT LOCATION</u></p> <p>Contact Telephone Address</p>		<p><u>PROPOSED BY</u></p> <p>VERIZON Entity VSSI LBSC Repair Account Executive BARBER STEVEN Telephone Mailing Address</p> <p><u>REPAIR SERVICE INFORMATION</u></p> <p>Repair Service Telephone (800) 483-2000 Response for Major Failures 24 hrs Customer Help Line</p>



Customer Name:	LONG BEACH CITY - FLEET
Customer ID:	Z3000012092
Proposal Number:	8-3DEDQA
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

2	MAINTENANCE COVERAGE AND PAYMENT OPTIONS			
Please select a Coverage Option by checking the appropriate box and circle the desired Billing option:				
VOICE	Annual	Semi-Annual	Quarterly	Monthly
Year 1	\$11,940.48	\$6,089.64	\$3,104.52	\$1,054.74
Contract Term - 12 month(s)			Proposed Effective Date - 07/15/2008	

3	EQUIPMENT AND SERVICES COVERED						
SYSTEM	MATERIAL CODE	MFR	MFR PART #	QUANTITY	DESCRIPTION	COVERAGE	Maintenance Price
1	*MERP8	MISC VENDOR	SEBLDMPAR T1	1	NTI MERIDIAN PBX PORTS - 8 PORT PRICE	Voice, Service Plus	\$10,886.40
	348497	NORTHERN TELECOM	NT8D14BB	2	CARD UNIVERSAL TRUNK -C/T 913978	Voice, Service Plus	
	587933	NORTHERN TELECOM	NTZC51AA	2	2 FULL SERVICE PORTS - 5&6 OR 9&10	Voice, Service Plus	
	587934	NORTHERN TELECOM	NTZC51BA	1	2 FULL SERVICE PORTS-3&4 7&8 OR 11&12	Voice, Service Plus	
	587881	NORTHERN TELECOM	NTSF6800	5	TMDI PKG (1.5MB DTI/PRI)	Voice, Service Plus	
	561777	NORTHERN TELECOM	NT8D02GA	8	DIGITAL LINE CARD 16 PORT	Voice, Service Plus	
	374780	NORTHERN TELECOM	NT1R03DV	(note 1) 3	CABLE STRAIGHT RS232 M/M 45FT		
	374785	NORTHERN TELECOM	NT1R03EV	(note 1) 6	CABLE STRAIGHT RS232 M/F 45FT		
	388959	NORTHERN TELECOM	NTND91AA	(note 2) 3	CABLE ASSY PRINTER 10FT	Voice, Service Plus	
	495719	NORTHERN TELECOM	NTAK20AD	(note 2) 3	STRATUM 3 CLOCK CONTR D/BOARD	Voice, Service Plus	
	324584	NORTHERN TELECOM	A0355200	(note 2) 3	POWER FAIL TRANSFER UNIT	Voice, Service Plus	
	330964	NORTHERN TELECOM	AS1073	(note 2) 3	KIT SDI/DCH C/T 73046821 NTSF6801	Voice, Service Plus	
	330977	NORTHERN TELECOM	AS7011	(note 2) 6	VT520 TERMINAL PLUS KEYBRD PKG	Voice, Service Plus	



Customer Name:	LONG BEACH CITY - FLEET
Customer ID:	Z3000012092
Proposal Number:	8-3DEDQA
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

	587883	NORTHERN TELECOM	NTSF8730	(note 2) 9	TMDI D-CHANNELS	Voice, Service Plus	
	587930	NORTHERN TELECOM	NTZC49AA	(note 1) 3	ENH MM CARD OPT 4-12 PTS 5/10/24/54 HR		
	495771	NORTHERN TELECOM	NTSF8022	(note 2) 3	OPT 11C ENTRPRSE SW PK NO REPL	Voice, Service Plus	
	495783	NORTHERN TELECOM	NTSF8103	(note 2) 3	OPT 11C 100 ADD TNS ENTERPRISE	Voice, Service Plus	
	543874	NORTHERN TELECOM	SW7100H	(note 2) 3	MMAIL CARD OPT R12 S/W NO REPLACEMENT	Voice, Service Plus	
	561818	NORTHERN TELECOM	NTJH09AA	(note 1) 3	MTE RLS 9 SOFTWARE (SINGLE USER)		
	587865	NORTHERN TELECOM	NTSF1101	(note 2) 3	OPT11C SNGL CAB (AC) C/T 745952	Voice, Service Plus	
	587867	NORTHERN TELECOM	NTSF2101	(note 2) 3	OPT11C 30FT EXPN CAB-AC C/T 745841	Voice, Service Plus	
2	*KET1	MISC VENDOR	SEBLDMPAR T1	1	KENTROX T1 CSU	Voice, Service Plus	\$1,054.08
	812087	ADC/KENTROX INDUSTRIES, INC.	77995	9	24V DC POWER SUPPLY 250MA	Voice, Service Plus	
	860360	ADC/KENTROX INDUSTRIES, INC.	77965	9	T-SERV II STANDALONE	Voice, Service Plus	
3	*UPSGE	MISC VENDOR	SEBLDMPAR T1	1	UPS/GELCEL POWER PROTECTION	Voice, Service Plus	\$0.00
	498692	BEST POWER TECHNOLOGY INC	FE1.8KDDEA CDGZP	3	DISCONTINUED UPS FE1.8KVA 1250W 120V LINECRD/RCP SPCL	Voice, Service Plus	
4	*MBNP	MISC VENDOR	SEBLDMPAR T1	(note 2) 1	MAINTAINED-BUT-NOT-PRICED	Voice, Service Plus	\$0.00
	408146	TELTRONICS DIV/BRAND REX CO	SEBIWMT	(note 2) 3	KIT WALL MOUNT F/SITE EVENT	Voice, Service Plus	
	535784	TELTRONICS DIV/BRAND REX CO	SEBGTE425 6H	(note 1) 3	BUFFER SEB F\OPTION 11 W/14.4 MODEMC/173066603		
5	*MBNP	MISC VENDOR	SEBLDMPAR T1	(note 2) 1	MAINTAINED-BUT-NOT-PRICED	Voice, Service Plus	\$0.00
	581570	NORTHERN TELECOM	NTDK84AA	(note 2) 3	DUAL PORT FIBRE D/B 30FT/10M	Voice, Service Plus	



Customer Name:	LONG BEACH CITY - FLEET
Customer ID:	Z3000012092
Proposal Number:	8-3DEDQA
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

Note 1: These items are NOT covered under the terms of your Maintenance Agreement.
Note 2: These items are covered under the terms of your Maintenance Agreement, but do not directly affect the price.

4	ATTACHMENTS	
	Attachment:	Attachment:
	Attachment:	Attachment:
	Attachment:	Attachment:



Customer Name:	LONG BEACH CITY - FLEET
Customer ID:	Z3000012092
Proposal Number:	8-3DEDQA
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement



Customer Name:	LONG BEACH CITY OF
Customer ID:	Z3000009078
Proposal Number:	8-3EDJRU
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

1	THIS AGREEMENT IS MADE BETWEEN	
A	Customer (subsequently referred to as "Customer")	B (Verizon Entity) (subsequently referred to as "Verizon")
<u>CUSTOMER INFORMATION</u> Customer Name: LONG BEACH CITY OF Customer ID: Z3000009078 Proposal Number: 8-3EDJRU Printed On: 07/15/2008 Prices Valid Thru: 10/13/2008 Prepared By: Melissa Williams		<u>PROPOSED BY</u> VERIZON Entity: VSSI LBSC Repair Account Executive: BARBER STEVEN Telephone: Mailing Address:
<u>BILLING INFORMATION</u> Billing Contact: Telephone: Address: 333 W OCEAN BLVD LONG BEACH CA - 90802		<u>REPAIR SERVICE INFORMATION</u> Repair Service Telephone: (800) 483-2000 Response for Major Failures: 2 hrs Customer Help Line:
<u>EQUIPMENT LOCATION</u> Contact: Telephone: Address:		



Customer Name:	LONG BEACH CITY OF
Customer ID:	Z3000009078
Proposal Number:	8-3EDJRU
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

2	MAINTENANCE COVERAGE AND PAYMENT OPTIONS				
Please select a Coverage Option by checking the appropriate box and circle the desired Billing option:					
	VOICE	Annual	Semi-Annual	Quarterly	Monthly
Year 1		\$35,141.16	\$17,921.94	\$9,136.71	\$3,104.14
Contract Term - 12 month(s)			Proposed Effective Date - 07/15/2008		

3	EQUIPMENT AND SERVICES COVERED						
SYSTEM	MATERIAL CODE	MFR	MFR PART #	QUANTITY	DESCRIPTION	COVERAGE	Maintenance Price
1	*SL1P16	MISC VENDOR	SEBLDMPAR T1	1	NTI SL1 PBX PORTS - 16 PORT PRICE	Voice, Service Plus	\$30,398.40
	300312	NORTHERN TELECOM	AS1013	3	KIT M2250 CONSOLE/DIGITAL LINE CARD	Voice, Service Plus	
	561777	NORTHERN TELECOM	NT8D02GA	6	DIGITAL LINE CARD 16 PORT	Voice, Service Plus	
	323870	NORTHERN TELECOM	NT8D02AB	22	DIGITAL LN CRD C/T 395402	Voice, Service Plus	
	350426	NORTHERN TELECOM	NT8D09AK	9	ANALOG MESS WAIT LN CRD C/T 519039	Voice, Service Plus	
	361280	NORTHERN TELECOM	NT8D14AJ	5	UNIVERSAL TRUNK CARD -MFD NO RPLCMT	Voice, Service Plus	
	519038	NORTHERN TELECOM	NT8D02EB	3	DIGITAL LINE CARD C/T 561777	Voice, Service Plus	
	300305	NORTHERN TELECOM	NT8D93AW	(note 2) 6	CABLE 48FT QSDI/PB IO TO DTE	Voice, Service Plus	
	300306	NORTHERN TELECOM	NT8D93AJ	(note 2) 9	CABLE 16FT QSDI-PB IO M-M	Voice, Service Plus	
	300323	NORTHERN TELECOM	SW0005A	(note 2) 24	RTU/DN EXPANSION	Voice, Service Plus	
	300332	NORTHERN TELECOM	NT8D95AJ	(note 2) 6	CABLE 16FT SDI-DTE/DCE M-M	Voice, Service Plus	
	820141	NORTHERN TELECOM	A0367335	(note 2) 30	WALL TRANSFORMER 110V-26.7VAC	Voice, Service Plus	
	832479	NORTHERN TELECOM	599SL1-1	(note 1) 12	KEYCODE REMAKE PRER3 LARGE SYS		
	733276	NORTHERN TELECOM	SW0050B	(note 2) 3	RTU/NETWORKING	Voice, Service Plus	



Customer Name:	LONG BEACH CITY OF
Customer ID:	Z300009078
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System Agreement

		TELECOM				
733289	NORTHERN TELECOM	SW0221C	(note 2) 3	RTU/ACD/MESSAGE PROCESSING	Voice, Service Plus	
789179	NORTHERN TELECOM	QPC414C	(note 2) 9	ENHANCED NETWORK CARD ASSY	Voice, Service Plus	
535217	NORTHERN TELECOM	SW0053B	(note 2) 3	PUBLIC ISDN ACCESS	Voice, Service Plus	
444579	NORTHERN TELECOM	NT9D18AA	(note 2) 6	SIDE TRIM ASSY./DIE CAST	Voice, Service Plus	
461764	NORTHERN TELECOM	SW0051B	(note 2) 3	RTU/ISDN NETWORKING	Voice, Service Plus	
472361	NORTHERN TELECOM	SW7009D	(note 2) 3	RTU/ADMINPLUS ENABLE OPTION	Voice, Service Plus	
481140	NORTHERN TELECOM	SW0052D	(note 2) 3	RTU/PRIVATE ISDN NETWORKING	Voice, Service Plus	
366662	NORTHERN TELECOM	SW0050A	(note 2) 18	RTU/NTWKING NO REPL	Voice, Service Plus	
366663	NORTHERN TELECOM	SW0051A	(note 2) 18	RTU ISDN NTWKING NO REPL	Voice, Service Plus	
366664	NORTHERN TELECOM	SW0052A	(note 2) 18	RTU PRIVATE ISDN NTWKING NO REPL	Voice, Service Plus	
366665	NORTHERN TELECOM	SW0053A	(note 2) 3	RTU PUBLIC ISDN ACCESS NO REPL	Voice, Service Plus	
366710	NORTHERN TELECOM	NTND26AA	(note 2) 9	CABLE DCH1 INTERFACE FOR MSDL	Voice, Service Plus	
366714	NORTHERN TELECOM	NTND27AB	(note 2) 12	CABLE MSDL TO I/O 6FT	Voice, Service Plus	
374374	NORTHERN TELECOM	SERV0019	(note 1) 3	FEE TRANSACTION MERIDIAN MAIL SFTWR SVC		
381238	NORTHERN TELECOM	NT8D04BA	(note 2) 3	SUPERLOOP NETWORK CARD	Voice, Service Plus	
381459	NORTHERN TELECOM	SW0059B	(note 2) 3	RTU/NETWORK MESSAGE SERVICES	Voice, Service Plus	
388959	NORTHERN TELECOM	NTND91AA	(note 2) 3	CABLE ASSY PRINTER 10FT	Voice, Service Plus	
388818	NORTHERN TELECOM	NT8D85BD	(note 2) 3	CABLE 6FT PB/DTI-ENET M-M	Voice, Service Plus	
361282	NORTHERN TELECOM	NT8D16AB	(note 2) 6	EXTENDED DIAL TONE DETECTOR	Voice, Service Plus	



Customer Name:	LONG BEACH CITY OF
Customer ID:	Z300009078
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System Agreement

361288	NORTHERN TELECOM	NT8D64CB	(note 2) 3	EARTHQUAKE BRACE KIT 3 MOD COL	Voice, Service Plus	
304971	NORTHERN TELECOM	NT8D91AJ	(note 2) 3	XNET TO XPEC CABLE - 16 FT	Voice, Service Plus	
304973	NORTHERN TELECOM	NT8D92AB	(note 2) 3	CABLE I/O PANEL TO XPEC 20IN	Voice, Service Plus	
304977	NORTHERN TELECOM	NT8D98AS	(note 2) 3	CABLE INTER-CABINET NETWK 30FT	Voice, Service Plus	
338539	NORTHERN TELECOM	AS1200D	(note 1) 3	MFA150 MOD POWER ASMB-SINGLE SHELF		
333994	NORTHERN TELECOM	SW7008	(note 2) 3	SOFTWARE NETWORK MESSAGE SERVICE	Voice, Service Plus	
304958	NORTHERN TELECOM	NT8D83AD	(note 2) 3	CABLE DTI TO I/O 6FT	Voice, Service Plus	
304967	NORTHERN TELECOM	NT8D91AC	(note 2) 3	XNET TO XPEC CABLE - 4 FT	Voice, Service Plus	
304921	NORTHERN TELECOM	NT8D63AA	(note 2) 6	CABLE OVERHEAD TRAY KIT	Voice, Service Plus	
300334	NORTHERN TELECOM	NT7D05AA	(note 2) 6	BLANK FACEPLATE 2IN PE	Voice, Service Plus	
300360	NORTHERN TELECOM	NT8D49AA	(note 2) 6	Module EMI Expansion Module-to-Module	Voice, Service Plus	
301611	NORTHERN TELECOM	NT8D88AD	(note 2) 3	CABLE SUPERLOOP TO I/O 6FT	Voice, Service Plus	
302943	NORTHERN TELECOM	SW0028A	(note 2) 3	RTU/FAST TDS	Voice, Service Plus	
301480	NORTHERN TELECOM	NT8D79AC	(note 2) 3	CABLE PRI/DTI CLOCK CTRLR 4FT	Voice, Service Plus	
300971	NORTHERN TELECOM	SW7003	(note 1) 3	RTU/MM EXPANDED STORAGE S/W-C/T 374370		
303827	NORTHERN TELECOM	SW7010	(note 2) 3	MMAIL NETWORKING SFTWR C/T 543865	Voice, Service Plus	
328651	NORTHERN TELECOM	NTZK06AA35 XH35	(note 2) 615	M2006 BASIC SNGL LN C/T 381787	Voice, Service Plus	
332238	NORTHERN TELECOM	SW7000C	(note 1) 6	RTU/MERIDIAN MAIL S/W BASE-C/T 374367		
335650	NORTHERN TELECOM	P0715983	(note 1) 21	GUIDE MMAIL USER RELEASE 7-NO REPL		
359153	NORTHERN TELECOM	QPC471G	(note 2) 3	CLOCK CONTROLLER C/T 374541	Voice, Service Plus	



Customer Name:	LONG BEACH CITY OF
Customer ID:	Z3000009078
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System Agreement

		TELECOM					
	366644	NORTHERN TELECOM	SW0059A	(note 1) 18	RTU NETWORK MESS SERV C/T 381459		
	366649	NORTHERN TELECOM	SW0221A	(note 1) 3	RTU ACD/MESSAGE PROCESSING C/T 381463		
	366657	NORTHERN TELECOM	SW0000D	(note 1) 18	RTU SFTWR M1 RLS 18 BASE C/T 381458		
	383807	NORTHERN TELECOM	MPR0500	(note 1) 3	PROMO.NANP 599 SL-1 RL 19Y FRM RL 18-19X		
	491364	NORTHERN TELECOM	MPR0866	(note 1) 3	PROMO.SELECT REPORTER APP.		
	491365	NORTHERN TELECOM	MPR0869	(note 1) 3	PROMO.SELECT REPORTER PC SOFTWARE		
	507210	NORTHERN TELECOM	SW7066	(note 2) 3	MM REPORTER 2.0 C/T 518998/519001	Voice, Service Plus	
	820115	NORTHERN TELECOM	NTZK16BA35 XC35	(note 2) 210	TEL C/T 381213 M2616 W/DISP PRFRMNC-PLUS	Voice, Service Plus	
	300302	NORTHERN TELECOM	P0699724	(note 2) 6	MODULE SIDE COVER-C/T 345897	Voice, Service Plus	
	910597	NORTHERN TELECOM	MPR0867	(note 1) 3	PROMO.SELECT MMP40 CREDIT		
	*MVMR8	MISC VENDOR	SEBLDMPAR T1	12	MERIDIAN VOICE MAIL FOR OPTION 11	Voice, Service Plus	
2	*KET1	MISC VENDOR	SEBLDMPAR T1	1	KENTROX T1 CSU	Voice, Service Plus	\$1,369.44
	885063	ADC/KENT ROX INDUSTRIES, INC.	77095	6	BRACKET ADAPTOR DUAL CSU	Voice, Service Plus	
	860360	ADC/KENT ROX INDUSTRIES, INC.	77965	12	T-SERV II STANDALONE	Voice, Service Plus	
	885828	ADC/KENT ROX INDUSTRIES, INC.	93025101	(note 2) 6	CABLE CSU 15D M/PIGTAIL 25'	Voice, Service Plus	
	885829	ADC/KENT ROX INDUSTRIES, INC.	93025111	(note 2) 6	CABLE CSU 15D F/PIGTAIL 25'	Voice, Service Plus	
	881940	ADC/KENT ROX INDUSTRIES, INC.	93025141	(note 2) 3	CABLE CSU2 RJ48C W/SOLID 25'	Voice, Service Plus	
	300439	ADC/KENT ROX INDUSTRIES, INC.	77891	(note 2) 3	DA15S TO RJ48C SOCKET ADAPTER	Voice, Service Plus	



Customer Name:	LONG BEACH CITY OF
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3	*UPSGE	MISC VENDOR	SEBLDMPAR T1	1	UPS/GELCEL POWER PROTECTION	Voice, Service Plus	\$3,125.52
	365279	GNB INC	90A07	72	BATT ABSOLYTE IIP 265AHR / 2V CELL	Voice, Service Plus	
	306205	DYNASTY DIVISION OF C&D TECHNOLOGIES	GC10V100	3	BATTERY GEL CELL, 10V	Voice, Service Plus	
	308981	BEST POWER TECHNOLOGY INC	CAB0642	3	DISCONTINUED CABT BATT "M" 12.25 X 14.75 X 29.5/CAP 4	Voice, Service Plus	
	777300	DYNASTY DIVISION OF C&D TECHNOLOGIES	GC12V100	9	BATTERY C/T585841 12V 100.0 AHC	Voice, Service Plus	
4	*CNET1	MISC VENDOR	SEBLDMPAR T1	1	NORTEL M8000/M9000 TERMINALS	Voice, Service Plus	\$247.80
	304584	AASTRA TELECOM	P0780135	5	SINGLE KEY EXP MOD FOOTSTAND ASH	Voice, Service Plus	
5	*MBNP	MISC VENDOR	SEBLDMPAR T1	(note 2) 1	MAINTAINED-BUT-NOT-PRICED	Voice, Service Plus	\$0.00
	885876		FMR	(note 2) 3	FM BACKGROUND MUSIC/MUSIC-ON-HOLD TUNER	Voice, Service Plus	
	816382		PRS624DA	(note 1) 3	SUP PWR PGNG 24VDC 4A OBSOLETE JAN 2007		
6	*MBNP	MISC VENDOR	SEBLDMPAR T1	(note 2) 1	MAINTAINED-BUT-NOT-PRICED	Voice, Service Plus	\$0.00
	408146	TELTRONICS DIV/BRAND REX CO	SEBIWMT	(note 2) 3	KIT WALL MOUNT F/SITE EVENT	Voice, Service Plus	
	348291	TELTRONICS DIV/BRAND REX CO	SEBIRS4102 414M010114 010101	(note 1) 3	BUFFER SEBII F/NTI 4/PORT 1024K 14.4KBPSC/T SEB-NP-40101		
7	*MBNP	MISC VENDOR	SEBLDMPAR T1	(note 2) 1	MAINTAINED-BUT-NOT-PRICED	Voice, Service Plus	\$0.00
	361271	NORTHERN TELECOM	NT2K22XH35 DUP	(note 2) 15	KEY EXPANSION MOD ASH C/T 472269	Voice, Service Plus	

Note 1: These items are NOT covered under the terms of your Maintenance Agreement.
 Note 2: These items are covered under the terms of your Maintenance Agreement, but do not directly affect the price.



Customer Name:	LONG BEACH CITY OF
Customer ID:	Z3000009078
Proposal Number:	8-3EDJRU
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

Attachment:	Attachment:
Attachment:	Attachment:
Attachment:	Attachment:



Customer Name:	LONG BEACH CITY OF
Customer ID:	Z3000009078
Proposal Number:	8-3EDJRU
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement



Customer Name:	LONG BEACH CITY OF
Customer ID:	Z3000009465
Proposal Number:	8-3DD1CK
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

1	THIS AGREEMENT IS MADE BETWEEN	
A	Customer (subsequently referred to as "Customer")	B (Verizon Entity) (subsequently referred to as "Verizon")
<u>CUSTOMER INFORMATION</u> Customer Name LONG BEACH CITY OF Customer ID Z3000009465 Proposal Number 8-3DD1CK Printed On 07/15/2008 Prices Valid Thru 10/13/2008 Prepared By Melissa Williams		<u>PROPOSED BY</u> VERIZON Entity VSSI LBSC Repair Account Executive BARBER STEVEN Telephone Mailing Address
<u>BILLING INFORMATION</u> Billing Contact Telephone Address 333 W OCEAN BLVD ATTN: SANFORD TAYLOR LONG BEACH CA - 90802		<u>REPAIR SERVICE INFORMATION</u> Repair Service Telephone (800) 483-2000 Response for Major Failures 2 hrs Customer Help Line
<u>EQUIPMENT LOCATION</u> Contact Telephone Address		



Customer Name:	LONG BEACH CITY OF
Customer ID:	Z3000009465
Proposal Number:	8-3DD1CK
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

2	MAINTENANCE COVERAGE AND PAYMENT OPTIONS				
Please select a Coverage Option by checking the appropriate box and circle the desired Billing option:					
	VOICE	Annual	Semi-Annual	Quarterly	Monthly
Year 1		\$18,632.16	\$9,502.44	\$4,844.34	\$1,645.85
Contract Term - 12 month(s)			Proposed Effective Date - 07/15/2008		

3	EQUIPMENT AND SERVICES COVERED						
SYSTEM	MATERIAL CODE	MFR	MFR PART #	QUANTITY	DESCRIPTION	COVERAGE	Maintenance Price
1	*KET1	MISC VENDOR	SEBLDMPAR T1	1	KENTROX T1 CSU	Voice, Service Plus	\$343.44
	885063	ADC/KENT ROX INDUSTRI ES, INC.	77095	3	BRACKET ADAPTOR DUAL CSU	Voice, Service Plus	
	860360	ADC/KENT ROX INDUSTRI ES, INC.	77965	3	T-SERV II STANDALONE	Voice, Service Plus	
	885746	ADC/KENT ROX INDUSTRI ES, INC.	93025151	(note 2) 1	CABLE CSU RJ FEM/DS ADPTR 25'	Voice, Service Plus	
	885828	ADC/KENT ROX INDUSTRI ES, INC.	93025101	(note 2) 1	CABLE CSU 15D M/PIGTAIL 25'	Voice, Service Plus	
2	*H3SC01	MISC VENDOR	SEBLDMPAR T1	1	NORTEL SUCCESSION IPT	Voice, Service Plus	\$591.12
	913984	NORTHER N TELECOM	NTAG86BD	1	MIRAN OPTION MEDIUM	Voice, Service Plus	
3	*H2SYMEX	MISC VENDOR	SEBLDMPAR T1	1	NORTEL SYMPOSIUM EXPRESS	Voice, Service Plus	\$7,800.00
	745851	NORTHER N TELECOM	NTHF24AC	1	SECC RELEASE 3 BASE SYSTEM	Voice, Service Plus	
	568927	NORTHER N TELECOM	NTHF36AA	1	SECC LAN PACKAGE, OPTIONS 61C-81C	Voice, Service Plus	
	602994	NORTHER N TELECOM	NTZC70BA	(note 2) 1	SW FEAT.PKG(CCS100) OPT. 214, 215, 218	Voice, Service Plus	
	736369	NORTHER N TELECOM	NT1R59AA	(note 2) 1	SYMPOSIUM CCS-NEXT GENERATION	Voice, Service Plus	
	736813	NORTHER N TELECOM	NTZC70DA	(note 2) 1	SW FEAT.PKG(BASE)OPT. 42,43,50,51,114,155	Voice, Service Plus	



Customer Name:	LONG BEACH CITY OF
Customer ID:	Z3000009465
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	543785	NORTHERN TELECOM	A0645811	(note 2) 1	PWR CORD-NEMA 5-15P TO IEC	Voice, Service Plus	
4	*CNET1	MISC VENDOR	SEBLDMPAR T1	1	NORTEL M8000/M9000 TERMINALS	Voice, Service Plus	\$0.00
	304584	AASTRA TELECOM	P0780135	7	SINGLE KEY EXP MOD FOOTSTAND ASH	Voice, Service Plus	
5	*MERP8	MISC VENDOR	SEBLDMPAR T1	1	NTI MERIDIAN PBX PORTS - 8 PORT PRICE	Voice, Service Plus	\$9,897.60
	374362	NORTHERN TELECOM	NT6P08AA	2	MERIDIAN MAIL VP8 PCBA	Voice, Service Plus	
	323870	NORTHERN TELECOM	NT8D02AB	11	DIGITAL LN CRD C/T 395402	Voice, Service Plus	
	350426	NORTHERN TELECOM	NT8D09AK	2	ANALOG MESS WAIT LN CRD C/T 519039	Voice, Service Plus	
	361280	NORTHERN TELECOM	NT8D14AJ	2	UNIVERSAL TRUNK CARD -MFD NO RPLCMT	Voice, Service Plus	
	395402	NORTHERN TELECOM	NT8D02EA	1	DIGITAL LINE CARD C/T 519038	Voice, Service Plus	
	300301	NORTHERN TELECOM	NT8D91AE	(note 2) 3	XNET TO XPEC CABLE - 8 FT	Voice, Service Plus	
	300305	NORTHERN TELECOM	NT8D93AW	(note 2) 6	CABLE 48FT QSDIPB IO TO DTE	Voice, Service Plus	
	300306	NORTHERN TELECOM	NT8D93AJ	(note 2) 3	CABLE 16FT QSDI-PB IO M-M	Voice, Service Plus	
	913916	NORTHERN TELECOM	S0000161	(note 2) 3	ISDN SUPPLEMENTARY FEATURES PKG 161	Voice, Service Plus	
	595305	NORTHERN TELECOM	NTZD68BA	(note 2) 3	MOD EC MM RLS 9.58/10/11/12 TO 13 UPG	Voice, Service Plus	
	598051	NORTHERN TELECOM	NT1R29AA	(note 2) 3	NEXT GENERATION CONNECTIVITY	Voice, Service Plus	
	733273	NORTHERN TELECOM	SERV0031	(note 2) 6	RTU/IN-HOUSE SW CONVER FEE MFG DISC	Voice, Service Plus	
	733276	NORTHERN TELECOM	SW0050B	(note 2) 3	RTU/NETWORKING	Voice, Service Plus	
	828250	NORTHERN TELECOM	DY4311009	(note 2) 30	MODULE SWITCH 3 PORT I-NET TEL NA	Voice, Service Plus	
	832479	NORTHERN TELECOM	599SL1-1	(note 1) 15	KEYCODE REMAKE PRER3 LARGE SYS		
	789179	NORTHERN TELECOM	QPC414C	(note 2) 6	ENHANCED NETWORK CARD ASSY	Voice, Service Plus	



Customer Name:	LONG BEACH CITY OF
Customer ID:	Z3000009465
Proposal Number:	8-3DD1CK
Prepared By:	Melissa Williams
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304921	NORTHERN TELECOM	NT8D63AA	(note 2) 6	CABLE OVERHEAD TRAY KIT	Voice, Service Plus	
304925	NORTHERN TELECOM	NT8D73AD	(note 2) 3	CABLE INTER-CABINET N/W 6FT	Voice, Service Plus	
304945	NORTHERN TELECOM	NT8D79AD	(note 2) 6	CABLE PRI/DTI CLOCK CTRLLR 6FT	Voice, Service Plus	
300307	NORTHERN TELECOM	NT8D79AF	(note 2) 6	CABLE PRI/DTI CLOCKCTRLLR 10FT	Voice, Service Plus	
300323	NORTHERN TELECOM	SW0005A	(note 2) 15	RTU/DN EXPANSION	Voice, Service Plus	
300332	NORTHERN TELECOM	NT8D95AJ	(note 2) 6	CABLE 16FT SDI-DTE/DCE M-M	Voice, Service Plus	
300360	NORTHERN TELECOM	NT8D49AA	(note 2) 6	Module EMI Expansion Module-to-Module	Voice, Service Plus	
301480	NORTHERN TELECOM	NT8D79AC	(note 2) 6	CABLE PRI/DTI CLOCK CTRLLR 4FT	Voice, Service Plus	
302943	NORTHERN TELECOM	SW0028A	(note 2) 3	RTU/FAST TDS	Voice, Service Plus	
535211	NORTHERN TELECOM	SERV0080	(note 1) 3	CDROM MEDIA REQUEST		
589886	NORTHERN TELECOM	NT5D03FB	(note 2) 6	68060E CPU 128MBC/TNT4N64AA	Voice, Service Plus	
444579	NORTHERN TELECOM	NT9D18AA	(note 2) 6	SIDE TRIM ASSY./DIE CAST	Voice, Service Plus	
461764	NORTHERN TELECOM	SW0051B	(note 2) 3	RTU/ISDN NETWORKING	Voice, Service Plus	
472361	NORTHERN TELECOM	SW7009D	(note 2) 3	RTU/ADMINPLUS ENABLE OPTION	Voice, Service Plus	
481140	NORTHERN TELECOM	SW0052D	(note 2) 3	RTU/PRIVATE ISDN NETWORKING	Voice, Service Plus	
388959	NORTHERN TELECOM	NTND91AA	(note 2) 3	CABLE ASSY PRINTER 10FT	Voice, Service Plus	
381459	NORTHERN TELECOM	SW0059B	(note 2) 3	RTU/NETWORK MESSAGE SERVICES	Voice, Service Plus	
388820	NORTHERN TELECOM	NT8D85BF	(note 2) 9	CABLE 10FT PB-ENET M-M	Voice, Service Plus	
374374	NORTHERN TELECOM	SERV0019	(note 1) 6	FEE TRANSACTION MERIDIAN MAIL SFTWR SVC		
374368	NORTHERN TELECOM	SW7023	(note 2) 3	RTU/MM ADDITIONAL LANGUAGE	Voice, Service Plus	



Customer Name:	LONG BEACH CITY OF
Customer ID:	Z3000009465
Proposal Number:	8-3DD1CK
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

		TELECOM					
374369	NORTHERN TELECOM	SW7024	(note 2) 3	RTU/MM DUAL LANGUAGE PROMPT	Voice, Service Plus		
374363	NORTHERN TELECOM	AS7012	(note 2) 3	PACKAGE MM NETWORKING MODEM	Voice, Service Plus		
366665	NORTHERN TELECOM	SW0053A	(note 2) 27	RTU PUBLIC ISDN ACCESS NO REPL	Voice, Service Plus		
366710	NORTHERN TELECOM	NTND26AA	(note 2) 9	CABLE DCHI INTERFACE FOR MSDL	Voice, Service Plus		
366711	NORTHERN TELECOM	NTND26AB	(note 2) 9	CABLE DCHI INTERFACE 18FT	Voice, Service Plus		
366714	NORTHERN TELECOM	NTND27AB	(note 2) 3	CABLE MSDL TO I/O 6FT	Voice, Service Plus		
366663	NORTHERN TELECOM	SW0051A	(note 2) 12	RTU ISDN NTWKING NO REPL	Voice, Service Plus		
366664	NORTHERN TELECOM	SW0052A	(note 2) 12	RTU PRIVATE ISDN NTWKING NO REPL	Voice, Service Plus		
366662	NORTHERN TELECOM	SW0050A	(note 2) 12	RTU/NTWKING NO REPL	Voice, Service Plus		
361287	NORTHERN TELECOM	NT8D64CA	(note 2) 3	EARTHQUAKE BRACE KIT 2 MOD COL	Voice, Service Plus		
361288	NORTHERN TELECOM	NT8D64CB	(note 2) 3	EARTHQUAKE BRACE KIT 3 MOD COL	Voice, Service Plus		
361282	NORTHERN TELECOM	NT8D16AB	(note 2) 3	EXTENDED DIAL TONE DETECTOR	Voice, Service Plus		
336539	NORTHERN TELECOM	AS1200D	(note 1) 3	MFA150 MOD POWER ASMB-SINGLE SHELF			
333994	NORTHERN TELECOM	SW7008	(note 2) 3	SOFTWARE NETWORK MESSAGE SERVICE	Voice, Service Plus		
324584	NORTHERN TELECOM	A0355200	(note 2) 6	POWER FAIL TRANSFER UNIT	Voice, Service Plus		
328657	NORTHERN TELECOM	NTZK08AA35 XH35	(note 2) 48	M2008 BASIC STND BUS C/T 361793	Voice, Service Plus		
359153	NORTHERN TELECOM	QPC471G	(note 2) 3	CLOCK CONTROLLER C/T 374541	Voice, Service Plus		
366644	NORTHERN TELECOM	SW0059A	(note 1) 12	RTU NETWORK MESS SERV C/T 381459			
366649	NORTHERN TELECOM	SW0221A	(note 1) 3	RTU ACD/MESSAGE PROCESSING C/T 381463			



Customer Name:	LONG BEACH CITY OF
Customer ID:	Z3000009465
Proposal Number:	8-3DD1CK
Prepared By:	Melissa Williams
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	366657	NORTHERN TELECOM	SW0000D	(note 1) 12	RTU SFTWR M1 RLS 18 BASE C/T 381458		
	374367	NORTHERN TELECOM	SW7000D	(note 1) 1	RTU/MM BASE SW RLS 8 C/T 395433		
	374370	NORTHERN TELECOM	SW7051	(note 1) 1	RTU/MM EXP SW LVL 1-2 C/T 395444		
	381213	NORTHERN TELECOM	NTZK16CA35	(note 2) 15	M2616 PRFMNC-PLUS TEL C/T 444538	Voice, Service Plus	
	381219	NORTHERN TELECOM	NTZK22CA35	(note 2) 2	M2216 ACD-1 TEL ASH C/T 481057	Voice, Service Plus	
	491364	NORTHERN TELECOM	MPR0866	(note 1) 1	PROMO.SELECT REPORTER APP.		
	491365	NORTHERN TELECOM	MPR0869	(note 1) 1	PROMO.SELECT REPORTER PC SOFTWARE		
	507211	NORTHERN TELECOM	SW7067	(note 2) 1	MM REPORTER 2.0 C/T 518999/519006	Voice, Service Plus	
	303827	NORTHERN TELECOM	SW7010	(note 2) 1	MMAIL NETWORKING SFTWR C/T 543865	Voice, Service Plus	
	820115	NORTHERN TELECOM	NTZK16BA35 XC35	(note 2) 71	TEL C/T 381213 M2616 W/DISP PRFRMNC-PLUS	Voice, Service Plus	
	910597	NORTHERN TELECOM	MPR0867	(note 1) 1	PROMO.SELECT MMP40 CREDIT		
	*MVMR8	MISC VENDOR	SEBLDMPAR T1	8	MERIDIAN VOICE MAIL FOR OPTION 11	Voice, Service Plus	
6	*MBNP	MISC VENDOR	SEBLDMPAR T1	(note 2) 1	MAINTAINED-BUT-NOT-PRICED	Voice, Service Plus	\$0.00
	408146	TELTRONICS DIV/BRAND REX CO	SEBIWMT	(note 2) 3	KIT WALL MOUNT F/SITE EVENT	Voice, Service Plus	
	348291	TELTRONICS DIV/BRAND REX CO	SEBIRS4102 414M010114 010101	(note 1) 3	BUFFER SEBII F/NTI 4/PORT 1024K 14.4KBPSC/T SEB-NP-40101		

Note 1: These items are NOT covered under the terms of your Maintenance Agreement.
 Note 2: These items are covered under the terms of your Maintenance Agreement, but do not directly affect the price.



Customer Name:	LONG BEACH CITY OF
Customer ID:	Z3000009465
Proposal Number:	8-3DD1CK
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

Attachment:	Attachment:
Attachment:	Attachment:
Attachment:	Attachment:



Customer Name:	LONG BEACH CITY OF
Customer ID:	Z3000009465
Proposal Number:	8-3DD1CK
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement



Customer Name:	LONG BEACH CITY OF
Customer ID:	Z3000009434
Proposal Number:	8-3DD1CI
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

1	THIS AGREEMENT IS MADE BETWEEN	
A	Customer (subsequently referred to as "Customer")	B (Verizon Entity) (subsequently referred to as "Verizon")
<u>CUSTOMER INFORMATION</u> Customer Name LONG BEACH CITY OF Customer ID Z3000009434 Proposal Number 8-3DD1CI Printed On 07/15/2008 Prices Valid Thru 10/13/2008 Prepared By Melissa Williams		<u>PROPOSED BY</u> VERIZON Entity VSSI LBSC Repair Account Executive BARBER STEVEN Telephone Mailing Address
<u>BILLING INFORMATION</u> Billing Contact Telephone Address ATTN: MARIO VALENTE 333 W OCEAN BLVD LONG BEACH CA - 90802		<u>REPAIR SERVICE INFORMATION</u> Repair Service Telephone (800) 483-2000 Response for Major Failures 2 hrs Customer Help Line
<u>EQUIPMENT LOCATION</u> Contact Telephone Address		



Customer Name:	LONG BEACH CITY OF
Customer ID:	Z3000009434
Proposal Number:	8-3DD1CI
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

2	MAINTENANCE COVERAGE AND PAYMENT OPTIONS			
Please select a Coverage Option by checking the appropriate box and circle the desired Billing option:				
VOICE	Annual	Semi-Annual	Quarterly	Monthly
Year 1	\$8,808.96	\$4,492.56	\$2,290.32	\$778.12
Contract Term - 12 month(s)			Proposed Effective Date - 07/15/2008	

3	EQUIPMENT AND SERVICES COVERED						
SYSTEM	MATERIAL CODE	MFR	MFR PART #	QUANTITY	DESCRIPTION	COVERAGE	Maintenance Price
1	*SL1P16	MISC VENDOR	SEBLDMPAR T1	1	NTI SL1 PBX PORTS - 16 PORT PRICE	Voice, Service Plus	\$8,580.00
	300312	NORTHERN TELECOM	AS1013	8	KIT M2250 CONSOLE/DIGITAL LINE CARD	Voice, Service Plus	
	323870	NORTHERN TELECOM	NT8D02AB	3	DIGITAL LN CRD C/T 395402	Voice, Service Plus	
	350426	NORTHERN TELECOM	NT8D09AK	3	ANALOG MESS WAIT LN CRD C/T 519039	Voice, Service Plus	
	361280	NORTHERN TELECOM	NT8D14AJ	3	UNIVERSAL TRUNK CARD -MFD NO RPLCMT	Voice, Service Plus	
	361281	NORTHERN TELECOM	NT8D15AJ	3	CARD C/T 405077 E & M TRUNK	Voice, Service Plus	
	300305	NORTHERN TELECOM	NT8D93AW	(note 2) 6	CABLE 48FT QSDIPB IO TO DTE	Voice, Service Plus	
	300306	NORTHERN TELECOM	NT8D93AJ	(note 2) 3	CABLE 16FT QSDI-PB IO M-M	Voice, Service Plus	
	300323	NORTHERN TELECOM	SW0005A	(note 2) 9	RTU/DN EXPANSION	Voice, Service Plus	
	300332	NORTHERN TELECOM	NT8D95AJ	(note 2) 6	CABLE 16FT SDI-DTE/DCE M-M	Voice, Service Plus	
	301480	NORTHERN TELECOM	NT8D79AC	(note 2) 6	CABLE PRVDTI CLOCK CTRLLR 4FT	Voice, Service Plus	
	302943	NORTHERN TELECOM	SW0028A	(note 2) 3	RTU/FAST TDS	Voice, Service Plus	
	789179	NORTHERN TELECOM	QPC414C	(note 2) 6	ENHANCED NETWORK CARD ASSY	Voice, Service Plus	
	820141	NORTHERN TELECOM	A0367335	(note 2) 3	WALL TRANSFORMER 110V-26.7VAC	Voice, Service Plus	



Customer Name:	LONG BEACH CITY OF
Customer ID:	Z3000009434
Proposal Number:	8-3DD1CI
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

		TELECOM					
	366664	NORTHERN TELECOM	SW0052A	(note 2) 9	RTU PRIVATE ISDN NTKING NO REPL	Voice, Service Plus	
	366665	NORTHERN TELECOM	SW0053A	(note 2) 9	RTU PUBLIC ISDN ACCESS NO REPL	Voice, Service Plus	
	366710	NORTHERN TELECOM	NTND26AA	(note 2) 6	CABLE DCHI INTERFACE FOR MSDL	Voice, Service Plus	
	366662	NORTHERN TELECOM	SW0050A	(note 2) 9	RTU/NTWKING NO REPL	Voice, Service Plus	
	366663	NORTHERN TELECOM	SW0051A	(note 2) 9	RTU ISDN NTKING NO REPL	Voice, Service Plus	
	361282	NORTHERN TELECOM	NT8D16AB	(note 2) 3	EXTENDED DIAL TONE DETECTOR	Voice, Service Plus	
	361288	NORTHERN TELECOM	NT8D64CB	(note 2) 3	EARTHQUAKE BRACE KIT 3 MOD COL	Voice, Service Plus	
	304921	NORTHERN TELECOM	NT8D63AA	(note 2) 3	CABLE OVERHEAD TRAY KIT	Voice, Service Plus	
	336539	NORTHERN TELECOM	AS1200D	(note 1) 3	MFA150 MOD POWER ASMB-SINGLE SHELF		
	328651	NORTHERN TELECOM	NTZK06AA35 XH35	(note 2) 123	M2006 BASIC SNGL LN C/T 361787	Voice, Service Plus	
	359153	NORTHERN TELECOM	QPC471G	(note 2) 3	CLOCK CONTROLLER C/T 374541	Voice, Service Plus	
	366644	NORTHERN TELECOM	SW0059A	(note 1) 9	RTU NETWORK MESS SERV C/T 381459		
	366649	NORTHERN TELECOM	SW0221A	(note 1) 3	RTU ACD/MESSAGE PROCESSING C/T 381463		
	366657	NORTHERN TELECOM	SW0000D	(note 1) 9	RTU SFTWR M1 RLS 18 BASE C/T 381458		
	383807	NORTHERN TELECOM	MPR0500	(note 1) 3	PROMO.NANP 599 SL-1 RL 19Y FRM RL 18-19X		
	820115	NORTHERN TELECOM	NTZK16BA35 XC35	(note 2) 99	TEL C/T 381213 M2616 W/DISP PRFRMNC-PLUS	Voice, Service Plus	
2	*KET1	MISC VENDOR	SEBLDMPAR T1	1	KENTROX T1 CSU	Voice, Service Plus	\$228.96
	860360	ADC/KENT ROX INDUSTRIES, INC.	77965	2	T-SERV II STANDALONE	Voice, Service Plus	
	885063	ADC/KENT ROX INDUSTRIES, INC.	77095	2	BRACKET ADAPTOR DUAL CSU	Voice, Service Plus	



Customer Name:	LONG BEACH CITY OF
Customer ID:	Z3000009434
Proposal Number:	8-3DD1CI
Prepared By:	Melissa Williams
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System Agreement

	885746	ADC/KENT ROX INDUSTRIES, INC.	93025151	(note 2) 2	CABLE CSU RJ FEM/DS ADPTR 25'	Voice, Service Plus	
	885828	ADC/KENT ROX INDUSTRIES, INC.	93025101	(note 2) 2	CABLE CSU 15D M/PIGTAIL 25'	Voice, Service Plus	
3	*MBNP	MISC VENDOR	SEBLDMPAR T1	(note 2) 1	MAINTAINED-BUT-NOT-PRICED	Voice, Service Plus	\$0.00
	408146	TELTRONICS DIV/BRAND REX CO	SEBIIWMT	(note 2) 1	KIT WALL MOUNT F/SITE EVENT	Voice, Service Plus	
	348291	TELTRONICS DIV/BRAND REX CO	SEBIRS4102 414M010114 010101	(note 1) 1	BUFFER SEBII F/NTI 4/PORT 1024K 14.4KBPSC/T SEB-NP-40101		
4	*MBNP	MISC VENDOR	SEBLDMPAR T1	(note 2) 1	MAINTAINED-BUT-NOT-PRICED	Voice, Service Plus	\$0.00
	810699		TG4C	(note 2) 3	TONE GENERATOR	Voice, Service Plus	

Note 1: These items are NOT covered under the terms of your Maintenance Agreement.
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4	ATTACHMENTS	
	Attachment:	Attachment:
	Attachment:	Attachment:
	Attachment:	Attachment:



Customer Name:	LONG BEACH CITY OF
Customer ID:	Z3000009434
Proposal Number:	8-3DD1C1
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement



Customer Name:	LONG BEACH CITY SENIOR CTR
Customer ID:	Z3000010902
Proposal Number:	8-3DD1CG
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

1	THIS AGREEMENT IS MADE BETWEEN	
A	Customer (subsequently referred to as "Customer")	B (Verizon Entity) (subsequently referred to as "Verizon")
<u>CUSTOMER INFORMATION</u> Customer Name LONG BEACH CITY SENIOR CTR Customer ID Z3000010902 Proposal Number 8-3DD1CG Printed On 07/15/2008 Prices Valid Thru 10/13/2008 Prepared By Melissa Williams		<u>PROPOSED BY</u> VERIZON Entity VSSI LBSC Repair Account Executive BARBER STEVEN Telephone Mailing Address
<u>BILLING INFORMATION</u> Billing Contact Telephone Address 333 W OCEAN BLVD LONG BEACH CA - 90802		<u>REPAIR SERVICE INFORMATION</u> Repair Service Telephone (800) 483-2000 Response for Major Failures 24 hrs Customer Help Line
<u>EQUIPMENT LOCATION</u> Contact Telephone Address		



Customer Name:	LONG BEACH CITY SENIOR CTR
Customer ID:	Z3000010902
Proposal Number:	8-3DD1CG
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

2	MAINTENANCE COVERAGE AND PAYMENT OPTIONS				
Please select a Coverage Option by checking the appropriate box and circle the desired Billing option:					
	VOICE	Annual	Semi-Annual	Quarterly	Monthly
Year 1		\$6,269.76	\$3,197.58	\$1,630.14	\$553.83
Contract Term - 12 month(s)			Proposed Effective Date - 07/15/2008		

3	EQUIPMENT AND SERVICES COVERED						
SYSTEM	MATERIAL CODE	MFR	MFR PART #	QUANTITY	DESCRIPTION	COVERAGE	Maintenance Price
1	*MERP16	MISC VENDOR	SEBLDMPAR T1	1	NTI MERIDIAN PBX PORTS - 16 PORT PRICE	Voice, Service Plus	\$6,269.76
	519039	NORTHERN TELECOM	NT8D09AL	3	EXT. ANALOGUE MW LINE CARD	Voice, Service Plus	
	361780	NORTHERN TELECOM	NTAK09BA	1	DTI/PRI CARD C/T 595183	Voice, Service Plus	
	386308	NORTHERN TELECOM	NT8D14BA	2	CARD UNIVERSAL TRK C/T 348497	Voice, Service Plus	
	395402	NORTHERN TELECOM	NT8D02EA	5	DIGITAL LINE CARD C/T 519038	Voice, Service Plus	
	507130	NORTHERN TELECOM	NTAK93AB	(note 2) 3	DCH/DPNSS DAUGHTER BOARD	Voice, Service Plus	
2	*MBNP	MISC VENDOR	SEBLDMPAR T1	(note 2) 1	MAINTAINED-BUT-NOT-PRICED	Voice, Service Plus	\$0.00
	408146	TELTRONICS DIV/BRAND REX CO	SEBIWMT	(note 2) 3	KIT WALL MOUNT F/SITE EVENT	Voice, Service Plus	
	535784	TELTRONICS DIV/BRAND REX CO	SEBGTE425 6H	(note 1) 3	BUFFER SEB F\OPTION 11 W/14.4 MODEM c/t 73066603		

Note 1: These items are NOT covered under the terms of your Maintenance Agreement.
 Note 2: These items are covered under the terms of your Maintenance Agreement, but do not directly affect the price.

4	ATTACHMENTS
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Customer Name:	LONG BEACH CITY SENIOR CTR
Customer ID:	Z3000010902
Proposal Number:	8-3DD1CG
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

Attachment:	Attachment:
Attachment:	Attachment:
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Customer Name:	LONG BEACH CITY SENIOR CTR
Customer ID:	Z3000010902
Proposal Number:	8-3DD1CG
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement



Customer Name:	LONG BEACH CITY OF WEST PO
Customer ID:	Z3000010605
Proposal Number:	8-3DD1CC
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

1	THIS AGREEMENT IS MADE BETWEEN	
A	Customer (subsequently referred to as "Customer")	B (Verizon Entity) (subsequently referred to as "Verizon")
<p><u>CUSTOMER INFORMATION</u></p> <p>Customer Name LONG BEACH CITY OF WEST PO Customer ID Z3000010605 Proposal Number 8-3DD1CC Printed On 07/15/2008 Prices Valid Thru 10/13/2008 Prepared By Melissa Williams</p> <p><u>BILLING INFORMATION</u></p> <p>Billing Contact Telephone Address VOICE & DATA COMMUNICATION LOWER LEVEL 333 W OCEAN BLVD LONG BEACH CA - 90802</p> <p><u>EQUIPMENT LOCATION</u></p> <p>Contact Telephone Address</p>		<p><u>PROPOSED BY</u></p> <p>VERIZON Entity VSSI LBSC Repair Account Executive BARBER STEVEN Telephone Mailing Address</p> <p><u>REPAIR SERVICE INFORMATION</u></p> <p>Repair Service Telephone (800) 483-2000 Response for Major Failures 2 hrs Customer Help Line</p>



Customer Name:	LONG BEACH CITY OF WEST PO
Customer ID:	Z3000010605
Proposal Number:	8-3DD1CC
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

2	MAINTENANCE COVERAGE AND PAYMENT OPTIONS				
Please select a Coverage Option by checking the appropriate box and circle the desired Billing option:					
	VOICE	Annual	Semi-Annual	Quarterly	Monthly
Year 1		\$5,778.24	\$2,948.90	\$1,502.34	\$510.41
Contract Term - 12 month(s)			Proposed Effective Date - 07/15/2008		

3	EQUIPMENT AND SERVICES COVERED						
SYSTEM	MATERIAL CODE	MFR	MFR PART #	QUANTITY	DESCRIPTION	COVERAGE	Maintenance Price
1	*MERP8	MISC VENDOR	SEBLDMPAR T1	1	NTI MERIDIAN PBX PORTS - 8 PORT PRICE	Voice, Service Plus	\$5,544.00
	348497	NORTHERN TELECOM	NT8D14BB	3	CARD UNIVERSAL TRUNK -C/T 913978	Voice, Service Plus	
	495757	NORTHERN TELECOM	NTSF1001	1	OPTION 11C SNGL CABNT C/T 587865	Voice, Service Plus	
	395402	NORTHERN TELECOM	NT8D02EA	6	DIGITAL LINE CARD C/T 519038	Voice, Service Plus	
	350426	NORTHERN TELECOM	NT8D09AK	3	ANALOG MESS WAIT LN CRD C/T 519039	Voice, Service Plus	
	330977	NORTHERN TELECOM	AS7011	(note 2) 3	VT520 TERMINAL PLUS KEYBRD PKG	Voice, Service Plus	
	324584	NORTHERN TELECOM	A0355200	(note 2) 3	POWER FAIL TRANSFER UNIT	Voice, Service Plus	
	459501	NORTHERN TELECOM	AS1182	(note 1) 189	PREPRINTED FEATURE KEY CAPS		
	507130	NORTHERN TELECOM	NTAK93AB	(note 2) 6	DCHI/DPNSS DAUGHTER BOARD	Voice, Service Plus	
	495719	NORTHERN TELECOM	NTAK20AD	(note 2) 3	STRATUM 3 CLOCK CONTR D/BOARD	Voice, Service Plus	
	495771	NORTHERN TELECOM	NTSF8022	(note 2) 3	OPT 11C ENTRPRSE SW PK NO REPL	Voice, Service Plus	
	361787	NORTHERN TELECOM	NT2K05GA35	(note 2) 9	M2006 SNGL LN DIG BAS ASH C/T 535059	Voice, Service Plus	
	361793	NORTHERN TELECOM	NT2K08GA35	(note 2) 39	M2008 STND BUS BASIC ASH C/T 535062	Voice, Service Plus	



Customer Name:	LONG BEACH CITY OF WEST PO
Customer ID:	Z3000010605
Proposal Number:	8-3DD1CC
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

	516662	NORTHERN TELECOM	NT2K16XE35	(note 2) 141	M2616 PERF+ W/DSPL ASH C/T 535086	Voice, Service Plus	
2	*KET1	MISC VENDOR	SEBLDMPAR T1	1	KENTROX T1 CSU	Voice, Service Plus	\$234.24
	860360	ADC/KENT ROX INDUSTRIES, INC.	77965	2	T-SERV II STANDALONE	Voice, Service Plus	
	812087	ADC/KENT ROX INDUSTRIES, INC.	77995	2	24V DC POWER SUPPLY 250MA	Voice, Service Plus	
3	*UPSGE	MISC VENDOR	SEBLDMPAR T1	1	UPS/GELCEL POWER PROTECTION	Voice, Service Plus	\$0.00
	498721	BEST POWER TECHNOLOGY INC	FE850DDGA BBLZP	3	DISCONTINUED UPS850VA 120V IN/OUT L CORD/RCP SPCL	Voice, Service Plus	
4	*MBNP	MISC VENDOR	SEBLDMPAR T1	(note 2) 1	MAINTAINED-BUT-NOT-PRICED	Voice, Service Plus	\$0.00
	408146	TELTRONICS DIV/BRAND REX CO	SEBIWMT	(note 2) 3	KIT WALL MOUNT F/SITE EVENT	Voice, Service Plus	
	358603	TELTRONICS DIV/BRAND REX CO	SEBGTE412 8H	(note 1) 3	BUFFER SEB C/T 535784 W/14.4 MODEM		

Note 1: These items are NOT covered under the terms of your Maintenance Agreement.
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4	ATTACHMENTS
Attachment:	Attachment:
Attachment:	Attachment:
Attachment:	Attachment:



Customer Name:	LONG BEACH CITY OF WEST PO
Customer ID:	Z3000010605
Proposal Number:	8-3DD1CC
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement



Customer Name:	CITY OF LONG BEACH
Customer ID:	Z3000009008
Proposal Number:	8-3DD1CM
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

1	THIS AGREEMENT IS MADE BETWEEN	
A	Customer (subsequently referred to as "Customer")	B (Verizon Entity) (subsequently referred to as "Verizon")
<p><u>CUSTOMER INFORMATION</u></p> <p>Customer Name CITY OF LONG BEACH Customer ID Z3000009008 Proposal Number 8-3DD1CM Printed On 07/15/2008 Prices Valid Thru 10/13/2008 Prepared By Melissa Williams</p> <p><u>BILLING INFORMATION</u></p> <p>Billing Contact Telephone Address 333 W OCEAN BLVD OPERATIONS SUPPORT/FINANCEATTN: COLLEEN HUBER FLR 12 LONG BEACH CA - 908024604</p> <p><u>EQUIPMENT LOCATION</u></p> <p>Contact Telephone Address</p>		<p><u>PROPOSED BY</u></p> <p>VERIZON Entity VSSI LBSC Repair Account Executive BARBER STEVEN Telephone Mailing Address</p> <p><u>REPAIR SERVICE INFORMATION</u></p> <p>Repair Service Telephone (800) 483-2000 Response for Major Failures 2 hrs Customer Help Line</p>



Customer Name:	CITY OF LONG BEACH
Customer ID:	Z3000009008
Proposal Number:	8-3DD1CM
Prepared By:	Melissa Williams
Printed On:	07/15/2008

System Agreement

2	MAINTENANCE COVERAGE AND PAYMENT OPTIONS			
Please select a Coverage Option by checking the appropriate box and circle the desired Billing option:				
VOICE	Annual	Semi-Annual	Quarterly	Monthly
Year 1	\$5,791.68	\$2,953.74	\$1,505.85	\$511.60
Contract Term - 12 month(s)			Proposed Effective Date - 07/15/2008	

3	EQUIPMENT AND SERVICES COVERED						
SYSTEM	MATERIAL CODE	MFR	MFR PART #	QUANTITY	DESCRIPTION	COVERAGE	Maintenance Price
1	*UPSGE	MISC VENDOR	SEBLDMPAR T1	1	UPS/GELCEL POWER PROTECTION	Voice, Service Plus	\$0.00
	308980	BEST POWER TECHNOLOGY INC	FE850DDAA BBA	1	DISCONTINUED UPS 850VA/600W 11-MIN 120V REQ 5-15R	Voice, Service Plus	
2	*KET1	MISC VENDOR	SEBLDMPAR T1	1	KENTROX T1 CSU	Voice, Service Plus	\$247.68
	860360	ADC/KENTROX INDUSTRIES, INC.	77965	2	T-SERV II STANDALONE	Voice, Service Plus	
	812087	ADC/KENTROX INDUSTRIES, INC.	77995	6	24V DC POWER SUPPLY 250MA	Voice, Service Plus	
	885828	ADC/KENTROX INDUSTRIES, INC.	93025101	(note 2) 3	CABLE CSU 15D M/PIGTAIL 25'	Voice, Service Plus	
	885829	ADC/KENTROX INDUSTRIES, INC.	93025111	(note 2) 3	CABLE CSU 15D F/PIGTAIL 25'	Voice, Service Plus	
	885746	ADC/KENTROX INDUSTRIES, INC.	93025151	(note 2) 3	CABLE CSU RJ FEM/DS ADPTR 25'	Voice, Service Plus	
3	*MERP16	MISC VENDOR	SEBLDMPAR T1	1	NTI MERIDIAN PBX PORTS - 16 PORT PRICE	Voice, Service Plus	\$5,544.00
	350426	NORTHERN TELECOM	NT8D09AK	1	ANALOG MESS WAIT LN CRD C/T 519039	Voice, Service Plus	
	361280	NORTHERN TELECOM	NT8D14AJ	3	UNIVERSAL TRUNK CARD -MFD NO RPLCMT	Voice, Service Plus	
	323870	NORTHERN TELECOM	NT8D02AB	8	DIGITAL LN CRD C/T 395402	Voice, Service Plus	



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	300332	NORTHERN TELECOM	NT8D95AJ	(note 2) 6	CABLE 16FT SDI-DTE/DCE M-M	Voice, Service Plus	
	73034073	NORTHERN TELECOM	NTTK25BA	(note 1) 3	BLANK SOFTWARE DAUGHTERBOARDMFG DISC		
	581571	NORTHERN TELECOM	NTDK18AA	(note 2) 3	OPT11C CABINET UPGRADE KIT	Voice, Service Plus	
	73012629	NORTHERN TELECOM	NTDK78AB	(note 2) 3	AC/DC POWER SUPPLYMFG DISC	Voice, Service Plus	
	73026660	NORTHERN TELECOM	NTE95006	(note 2) 3	SW PKG 57-BARS-BASIC ALTERNATE	Voice, Service Plus	
	73026668	NORTHERN TELECOM	NTE950LL	(note 1) 672	SW UPGD TO R3 LIKE FOR LIKE		
	73026757	NORTHERN TELECOM	NTSK01BA	(note 2) 3	OPT11C PROG PCMCIA	Voice, Service Plus	
	73033581	NORTHERN TELECOM	NTDK19BA	(note 2) 3	OPT11C SSC UPGRADE KIT	Voice, Service Plus	
	495775	NORTHERN TELECOM	NTSF8030	(note 2) 3	OPT 11C ENTERPRISE SW UPGRADE NO REPL	Voice, Service Plus	
	383810	NORTHERN TELECOM	MPR0503	(note 1) 3	PROMO.NANP SW1133A 381473 PRV NTKW SW UG		
	328651	NORTHERN TELECOM	NTZK06AA35 XH35	(note 2) 48	M2006 BASIC SNGL LN C/T 361787	Voice, Service Plus	
	328657	NORTHERN TELECOM	NTZK08AA35 XH35	(note 2) 60	M2008 BASIC STND BUS C/T 361793	Voice, Service Plus	
	348735	NORTHERN TELECOM	NTAK57CC	(note 1) 3	RTU/PRIVATE NETWORKING S/W-C/T 369543		
	820115	NORTHERN TELECOM	NTZK16BA35 XC35	(note 2) 60	TEL C/T 381213 M2616 W/DISP PRFRMNC-PLUS	Voice, Service Plus	
	822095	NORTHERN TELECOM	P0703991	(note 2) 12	MERIDIAN MOD TEL USER GDE X11-C/T 366829	Voice, Service Plus	
4	*MBNP	MISC VENDOR	SEBLDMPAR T1	(note 2) 1	MAINTAINED-BUT-NOT-PRICED	Voice, Service Plus	\$0.00
	331005	NORTHERN TELECOM	NTAK1104	(note 2) 9	CABLE PFTU/CONSOLE PWR	Voice, Service Plus	

Note 1: These items are NOT covered under the terms of your Maintenance Agreement.
 Note 2: These items are covered under the terms of your Maintenance Agreement, but do not directly affect the price.



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4	ATTACHMENTS
Attachment:	Attachment:
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