OFFICE OF THE CITY ATTORNEY ROBERT E. SHANNON, City Attorney 333 West Ocean Boulevard, 11th Floor Long Beach, CA 90802-4664

THIRD AMENDMENT TO AGREEMENT NO. 31278

THIS THIRD AMENDMENT TO AGREEMENT NO. 31278 is made and entered, in duplicate, as of August 22, 2012 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on July 7, 2009, by and between VERIZON BUSINESS NETWORK SERVICES INC. on behalf of VERIZON CALIFORNIA INC., a California Corporation ("Contractor – VCI") with offices at 112 Lakeview Canyon Road, Thousand Oaks, California 91360 ("Consultant") and on behalf of MCI COMMUNICATIONS SERVICES INC. d/b/a VERIZON BUSINESS SERVICES a California Corporation ("Contractor – VBS"), with offices at 22001 Loudoun County Parkway, Ashburn, VA 20147 and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City and Consultant entered into Agreement No. 31278 whereby Consultant agreed to provide common carrier and network-based dial tone and other telecommunications services within the State of California, including territory within the City of Long Beach; and

WHEREAS, the parties desire to extend the term of the Agreement;

NOW, THEREFORE, in consideration of the mutual terms and conditions in the Agreement and in this Third Amendment, the parties agree as follows:

- 1. Section 7 of Agreement No. 31278 is hereby deleted in its entirety and amended to read as follows:
- "7. This Agreement shall be effective upon execution, which shall be the date last signed below, and this Agreement, in pertinent part, will be filed with the Commission. With respect to Contractor VCI Services, the original term period (or term commitment period) of this Agreement was thirty-six (36) months. The parties have agreed to exercise the First option and extend the term for an additional period of twelve (12) months, until August 31, 2013, unless sooner terminated pursuant to the provisions of this Agreement. Provided this Agreement was executed and effective before August

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31, 2009 (the expiration date for Services included in Attachments A and B shall be September 1, 2009. If this Agreement was not executed and effective before August 31, 2009, then the in-service date for Services included in Attachments A and B will be one (1) business day after the Agreement's effective date (date last signed). In the event this Agreement was not executed and effective before the August 31, 2009 expiration date of the current agreement, services under the current agreement will revert to applicable tariff or ILED Product Guide rates, terms and conditions, or it not included in the tariff or ILED Product Guide, then such service will be discontinued. SONET service as included in the current agreement is not included in Contractor-VCI's intrastate tariff of ILEC Product Guide.

If City indicates to Contractor-VCI, in writing, that it desires to negotiate a new agreement to continue the Contractor-VCI Services provided for herein, this Agreement with respect to Contractor-VCI Services shall automatically be extended for a period not to exceed sixty (60) days from the end of the term period to allow the Parties to finalize a new agreement. Written notice must be provided by City to Contractor-VCI at least thirty (30) days prior to the end of the term period described in this Section."

The Monthly Recurring Charge for the following ICB Services in 2. Attachment A to Agreement No. 31278 shall be modified prospectively during the Contract Term Extension as follows:

ICB Service Item	Monthly Recurring
DS1 Transport per termination	\$43.70 each
DS1 Variable IOF Mileage (per ALM)	\$5.25 each

The Monthly Recurring Charge for the following ICB Guide Services 3. in Attachment B to Agreement No. 31278 shall be modified prospectively during the

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Contract Term Extension as follows:

Service Item	Monthly Recurring
CentraNet Line with Feature Package	\$5.75 each
PBX Trunk Measured – Each Trunk Line	\$16.88 each

The measured Rate Business Single Line Service that was added in 4. Amendment No. 2, is amended for a new fee of Sixteen Dollars and 88 cents (\$16.88) each.

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1	Except as expressly amended in this Third Amendment, all terms and		
2	conditions in Agreement No. 31278 are rat	ified and confirmed and shall remain in full	
3	force and effect.		
4	IN WITNESS WHEREOF, the parties have caused this document to be duly		
5	executed with all formalities required by law as of the date first stated above.		
6		VERIZON BUSINESS NETWORK	
7		SERVICES INC. on behalf of VERIZON CALIFORNIA INC., a California	
8		Corporation ("Contractor – VCI") and on behalf of MCI COMMUNICATIONS	
9		SERVICES INC. d/b/a VERIZON BUSINESS SERVICES, a California	
10		Corporation ("Contractor – VBS")	
11	8/20/12 , 2012	- D, SA.	
12	, 2012	By Pales & Myen President	
13		Patricia L Myers Manager	
14	, 2012	ByPricing/Contract Management Secretary	
15		Type or Print Name	
16			
17		"Consultant"	
18		CITY OF LONG BEACH, a municipal corporation	
19 20	G (a	Assistant City Manager	
21	, 2012	City Manager EXECUTED PURSUANT	
22		"City" TO SECTION 301 OF THE CITY CHARTER	
23	This Third Amendment to Agreement No. 31278 is approved as to form on		
24	Avgust 22, 2012.		
25		ROBERT E. SHANNON, City Attorney	
26		An O a Congress	
27		By Deputy	
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