

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of April 23, 2014, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on March 18, 2014, by and between CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS ("Verizon"), located at 15505 Sand Canyon Avenue, Bldg. E102, Irvine, CA 92618 and the CITY OF LONG BEACH, a municipal corporation ("Client").

WHEREAS, Client desires to procure cellular phone and data services; and

WHEREAS, Verizon desires to be engaged by Client; on the terms and conditions of this Agreement; and

WHEREAS, the State of California General Services has entered into a Participating Addendum with Verizon under the Western States Contracting Alliance ("WSCA") cooperative purchase agreement for wireless products and services; and

WHEREAS, Section 1802 of the Charter of the City of Long Beach permits the City to participate in joint and cooperative purchasing of telecommunications services with other cities, counties, districts, state and federal governments and other governmental agencies by purchasing under their contracts on a voluntary and selective basis when authorized by a resolution of the City Council; and

WHEREAS, the City Council at its meeting of March 18, 2014, did authorize the purchase of cellular phone and data services under the State of California WSCA Participating Addendum Agreement # 7-10-70-16 ("California-Agreement # 7-10-70-16") incorporated herein by reference;

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, the parties agree as follows:

1. AMOUNT: The amount of this Agreement shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00) per year. Client will pay for all service and equipment received and if Client wishes to obtain services and equipment in excess of the

1 stated amount, the parties will enter into an amendment to cover the additional
2 expenditure.

3 2. TERM: The term of this Agreement shall commence on April 1, 2014,
4 and shall remain in effect for as long as California-Agreement # 7-10-70-16 is in effect.
5 This Agreement may be terminated by Client for cause or convenience on thirty (30) days
6 prior notice without penalty or further obligation after Client has paid for services rendered
7 through the date of termination. Verizon may terminate this agreement in accordance with
8 California-Agreement # 7-10-70-16.

9 3. INVOICES: Verizon shall submit monthly invoices to Client for
10 services rendered that were provided in the previous calendar month.

11 4. PAYMENT DEFAULT: Client agrees to pay the invoices of Verizon
12 within thirty (30) days after receipt of a valid invoice by having such payment delivered to
13 Verizon at P.O. Box 660108, Dallas, TX 75266-0108, or such other location or manner as
14 Verizon shall hereafter direct in writing.

15 5. CLIENT PROPERTY:

16 A. Confidentiality: Verizon recognizes that while performing its
17 duties under this Agreement, Verizon and its Workers may be granted access to
18 certain proprietary and confidential information regarding Client's business, clients,
19 and employees. Verizon shall keep such information confidential (unless
20 compelled to reveal such information by court order), and the obligations of this
21 paragraph will survive the termination of this Agreement. This paragraph does not
22 apply to information that: (i) was previously known to Verizon prior to disclosure
23 by Client to Verizon; (ii) is available in the public domain; (iii) Verizon receives
24 without restriction from a third party free to disclose it without obligation to Client;
25 (iv) is developed independently by Verizon; (v) is required to be disclosed by law,
26 regulation, or court or governmental order; or (vi) is disclosed with the prior written
27 consent of the Discloser. In addition, confidentiality shall be accordance with the
28 provisions of California-Agreement # 7-10-70-16.

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6. NOTICES:

A. Manner: Any notice or other communication required or permitted under this Agreement shall be in writing and either delivered personally or sent by overnight courier, or U.S. certified or registered mail, postage prepaid, return receipt requested.

B. Addressee: Notice shall be addressed to:

VERIZON: VERIZON
P. O. Box 660108
Dallas, TX 75266-0108
Attn: Director, Business Sales

With a copy to: VERIZON
15505 Sand Canyon Avenue, E102
Irvine, CA 92618
Attn: Area General Counsel

Client: City of Long Beach
333 W. Ocean Boulevard
Long Beach, CA 90802
Attn: City Manager

With a copy to: City of Long Beach
333 W. Ocean Boulevard, 12th Floor
Long Beach, CA 90802
Attn: Curtis Tani

C. Delivery: Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. Notice sent by overnight courier shall be deemed given on the date shown on the courier's records. Notice that is sent by U.S. certified mail or registered mail shall be deemed given on the date shown on the return receipt.

D. Changes: Either party may designate, by notice to the other, substitute addressees, addresses for notices, and thereafter, notices are to be directed to those substitute addresses.

7. INSURANCE: As a condition precedent to the effectiveness of this Agreement, Verizon shall procure and maintain at Verizon's expense for the duration of

1 this Agreement from an insurance company that is admitted to write insurance in
2 California or from authorized non-admitted insurance companies that have ratings of or
3 equivalent to A:VIII by A.M. Best Company:

4 (a) Commercial general liability insurance equivalent in coverage scope
5 to ISO form CG 00 10 10 01 in an amount not less than One Million Dollars
6 (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general
7 aggregate. This insurance shall name the City of Long Beach, its boards,
8 commissions, officials, employees and agents additional insureds on an
9 endorsement equivalent in coverage scope to ISO form CG 20 26 11 85.

10 (b) Workers' compensation insurance as required by the California
11 Labor Code and employer's liability insurance in an amount not less than One
12 Million Dollars (\$1,000,000) per accident or occupational illness policy limit.

13 Any self-insurance program, self-insured retention, or deductible shall
14 protect the City of Long Beach, its officials, employees and agents in the same manner
15 and to the same extent as they would have been protected had the policy or policies not
16 contained retention provisions. Each insurance policy shall state that coverage shall not
17 be suspended, voided or canceled by either party except after thirty (30) days prior
18 written notice to Client or in accordance with the insurance policy provisions, and shall be
19 primary and not contributing to any other insurance or self-insurance maintained by the
20 City of Long Beach, its officials, employees and agents.

21 Upon request by the City of Long Beach, Verizon shall deliver to Client
22 certificates of insurance and blanket endorsements, including any insurance required of
23 Verizon's contractors and subcontractors, for approval as to sufficiency and form. In
24 addition, Verizon shall, with the expiration of the insurance required hereunder, furnish to
25 Client certificates of insurance and blanket endorsements evidencing renewal of such
26 insurance. Verizon shall make available to Client all books and records relating to the
27 insurance coverage required herein upon reasonable prior notice during normal business
28 hours at Verizon's Corporate Headquarters at 15505 Sand Canyon Avenue, Bldg. E102,

1 Irvine, CA 92618.

2 Any modification or waiver of the insurance requirements herein shall only
3 be made with the written approval of Client's Risk Manager or designee.

4 The procuring or existence of insurance shall not be construed or deemed
5 as a limitation on liability relating to Verizon's performance of services or as full
6 performance of or compliance with the indemnification provisions herein.

7 8. MISCELLANEOUS:

8 A. No party shall transfer or assign any or all of its rights or
9 interests under this Agreement or delegate any of its obligations without the prior
10 written consent of the other party; which consent shall not be unreasonably
11 withheld; provided however, Verizon may assign in whole or in part its rights or
12 duties under this Agreement without prior consent of Client or any parent, affiliate
13 or subsidiary or to any party acquiring any portion of the assigning party's capital
14 stock or assets including, without limitation, any assignment by operation of law.

15 B. This Agreement shall be governed by and construed pursuant
16 to the laws of the State of California (except those provisions of California law
17 pertaining to conflicts of laws). Any action involving this Agreement shall be
18 brought in the Los Angeles County Superior Court, Long Beach Judicial District.

19 C. This Agreement constitutes the entire understanding between
20 the parties hereto and supersedes all other agreements, whether oral or written,
21 with respect to the subject matter herein.

22 D. Indemnification shall be in accordance with the California-
23 Agreement # 7-10-70-16 except that the word "State" shall be replaced with the
24 word "Client".

25 E. Subject to applicable laws, rules, and regulations, neither
26 Client nor Verizon shall discriminate in the performance of this Agreement on the
27 basis of race, color, religion, national origin, sex, sexual orientation, gender
28 identity, AIDS, and AIDS related condition, age, disability or handicap, disabled or

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veteran status.

F. The acceptance of the services or the payment of any money by Client shall not operate as a waiver of any provision of, this Agreement, or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

G. Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued pursuant prior to such termination or expiration.

H. Verizon shall not use the name of the City of Long Beach, its officials or employees in any advertising or solicitation for business, nor as a reference, without the prior approval of Client's City Manager or designee.

I. Verizon shall not be liable for any deficiency in performance caused in whole or in part by act or omission of an underlying carrier or service client, dealer, equipment or facility failure, lack of coverage or network capacity, equipment or facility upgrade or modification, acts of God, strikes, fire, terrorism, war, riot, emergency, government actions, equipment or facility shortage or relocation, or causes beyond Verizon's reasonable control, including without limitation the failure of an incoming or outgoing call, including a 9-1-1 emergency call, to be connected or completed or for the functionality of location services, including 9-1-1 location services. Even if Verizon or any of Verizon's affiliates have been advised of the possibility of damages, they will not be liable to Client or any of Client's employees, agents, end users, customers or any third parties for any damages arising from use of the service or any equipment, including without limitation: disclaimed damages or loss of privacy damages; personal injury or property damages; or any damages whatsoever resulting from interruption or failure of service, lost profits, loss of business, loss of data, cost of replacement products and services, suspension, termination, or the inability to use the service,

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


CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

April 23, 2014

By  Todd Loccisano

Title Executive Director, Enterprise & Government Contracts

April 25, 2014

By  Glenn Eggert

Title Director, Enterprise & Gov Sales, So Cal Region
"Contractor"

CITY OF LONG BEACH, a municipal corporation

5-8, 2014

By 
City Manager
"Client"

This Agreement is approved as to form on April 26, 2014.

CHARLES PARKIN, City Attorney

By 
Deputy

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