

1 AGREEMENT

2 32741

3 THIS AGREEMENT is made and entered, in duplicate, as of
4 July 24, 2012, for reference purposes only, pursuant to a minute order adopted
5 by the City Council of the City of Long Beach at its meeting on January 17, 2012, by and
6 between VERIZON WIRELESS ("Verizon"), located at 15505 Sand Canyon Avenue,
7 Bldg. E102, Irvine, CA 92618 and the CITY OF LONG BEACH, a municipal corporation
8 ("Client").

9 WHEREAS, Client desires to procure cellular broadband services and
10 modems; and

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

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

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

21 WHEREAS, City Council at its meeting of January 17, 2012, did authorize
22 the purchase of cellular broadband services and modems under the State of California
23 WSCA Participating Addendum Agreement # 7-10-70-16 ("California-Agreement # 7-10-
24 70-16") incorporated herein by reference;

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

27 1. AMOUNT: The amount of this Agreement shall not exceed One
28 Hundred Eighty-One Thousand Dollars (\$181,000.00) during the term. Client will pay for

1 all service and equipment received and if Client wishes to obtain services and equipment
2 in excess of the stated amount, the parties will enter into an amendment to cover the
3 additional expenditure.

4 2. TERM: The term of this Agreement shall commence on February 13,
5 2012, and shall terminate on October 31, 2012. This Agreement may be terminated by
6 Client for cause or convenience on thirty (30) days prior notice without penalty or further
7 obligation after Client has paid for services rendered through the date of termination.
8 Verizon may terminate this agreement in accordance with California-Agreement # 7-10-
9 70-16.

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

12 4. PAYMENT DEFAULT: Client agrees to pay the invoices of Verizon
13 within thirty (30) days after receipt of a valid invoice by having such payment delivered to
14 Verizon at 7000 Central Avenue., SW, Albuquerque, NM, 87121, or such other location or
15 manner as Verizon shall hereafter direct in writing.

16 5. CLIENT PROPERTY:

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

1 provisions of California-Agreement # 7-10-70-16.

2 6. NOTICES:

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

7 B. Addressee: Notice shall be addressed to:

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

12 With a copy to: VERIZON
13 15505 Sand Canyon Avenue, E102
14 Irvine, CA 92618
15 Attn: Area General Counsel

16 Client: City of Long Beach
17 333 W. Ocean Boulevard
18 Long Beach, CA 90802
19 Attn: City Manager

20 With a copy to: City of Long Beach
21 333 W. Ocean Boulevard, 12th Floor
22 Long Beach, CA 90802
23 Attn: Curtis Tani

24 C. Delivery: Notice delivered personally shall be deemed given
25 only if acknowledged in writing by the person to whom it is given. Notice sent by
26 overnight courier shall be deemed given on the date shown on the courier's
27 records. Notice that is sent by U.S. certified mail or registered mail shall be
28 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.

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1 7. INSURANCE: As a condition precedent to the effectiveness of this
2 Agreement, Verizon shall procure and maintain at Verizon's expense for the duration of
3 this Agreement from an insurance company that is admitted to write insurance in
4 California or from authorized non-admitted insurance companies that have ratings of or
5 equivalent to A:VIII by A.M. Best Company:

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

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

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

23 Upon request by the City of Long Beach, Verizon shall deliver to Client
24 certificates of insurance and blanket endorsements, including any insurance required of
25 Verizon's contractors and subcontractors, for approval as to sufficiency and form. In
26 addition, Verizon shall, with the expiration of the insurance required hereunder, furnish to
27 Client certificates of insurance and blanket endorsements evidencing renewal of such
28 insurance. Verizon shall make available to Client all books and records relating to the

1 insurance coverage required herein upon reasonable prior notice during normal business
2 hours at Verizon's Corporate Headquarters at 15505 Sand Canyon Avenue, Bldg. E102,
3 Irvine, CA 92618.

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

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

9 8. MISCELLANEOUS:

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

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

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

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

27 E. Subject to applicable laws, rules, and regulations, neither
28 Client nor Verizon shall discriminate in the performance of this Agreement on the

1 basis of race, color, religion, national origin, sex, sexual orientation, gender
2 identity, AIDS, and AIDS related condition, age, disability or handicap, disabled or
3 veteran status.

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

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

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

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

1 failure of service, lost profits, loss of business, loss of data, cost of replacement
2 products and services, suspension, termination, or the inability to use the service,
3 the content of any data transmission, communication or message transmitted to or
4 received by any equipment, or losses resulting from any goods or services
5 purchased or messages received or transactions entered into through the service.

6 J. In no event shall Verizon or its affiliates have any liability to
7 Client and its collective officers, employees or agents, for any indirect, special,
8 incidental, punitive, or consequential damages (including without limitation loss of
9 profits, loss of sales, loss of investment or other expenditures, investments, or
10 commitments) however caused and, whether in contract, tort or under any other
11 theory of liability, whether or not Verizon and its affiliates have been advised of the
12 possibility of such damage.

13 K. This Agreement, including all referenced attachments,
14 documents, annexes, or exhibits, and related orders, constitutes the entire
15 agreement and understanding between the parties and supersedes all prior or
16 contemporaneous negotiations or agreements, whether oral or written, relating to
17 its subject matter. In the event of an inconsistency between any of the provisions
18 of this Agreement and/or any exhibit attached hereto the inconsistency shall be
19 resolved by giving precedence in the following order:

- 20 a. State of California WSCA Participating Addendum Agreement #7-10-70-16,
21 b. The provisions of this Agreement.

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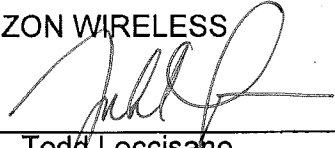
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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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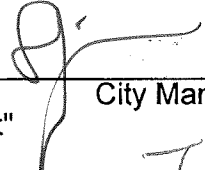
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

VERIZON WIRELESS
By 
Todd Loccisano
Executive Director,
Enterprise & Government Contracts

July 24, 2012

By Cellco Partnership
(Name)
General Partner

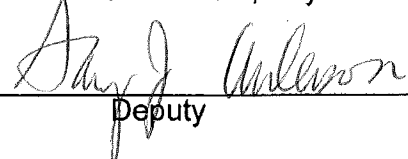
_____, 2012

"VERIZON"
CITY OF LONG BEACH, a municipal corporation
By  Assistant City Manager
City Manager
"Client"

8.7, 2012

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Agreement is approved as to form on July 31, 2012.

ROBERT E. SHANNON, City Attorney
By 
Deputy