

1 AGREEMENT

2 33897

3 THIS AGREEMENT is made and entered, in duplicate, as of February 1,
4 2015, for reference purposes only, pursuant to a minute order adopted by the City
5 Council of the City of Long Beach at its meeting on November 18, 2014, by and between
6 CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS ("Verizon"), located at 15505
7 Sand Canyon Avenue, Bldg. E102, Irvine, CA 92618 and the CITY OF LONG BEACH, a
8 municipal corporation ("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 November 18, 2014, did
22 authorize the purchase of cellular broadband services and modems under the State of
23 California WSCA Participating Addendum Agreement # 7-10-70-16 ("California-
24 Agreement # 7-10-70-16") 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 Four
28 seventy four thousand five hundred \$474,500.00 *SP* *AF*
Hundred ~~Eighty Two Thousand Dollars (\$482,000.00)~~ annually. Client will pay for all

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CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 service and equipment received and if Client wishes to obtain services and equipment in
2 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 1,
5 2015, and shall terminate on January 31, 2018. 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 P.O. Box 660108, Dallas, TX 75266-0108, or such other location or manner as
15 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: Sandy Taylor

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.

7. INSURANCE: As a condition precedent to the effectiveness of this

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

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

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

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

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

1 hours at Verizon's Corporate Headquarters at 15505 Sand Canyon Avenue, Bldg. E102,
2 Irvine, CA 92618.

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

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

8 8. MISCELLANEOUS:

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

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

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

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

26 E. Subject to applicable laws, rules, and regulations, neither
27 Client nor Verizon shall discriminate in the performance of this Agreement on the
28 basis of race, color, religion, national origin, sex, sexual orientation, gender

1 identity, AIDS, and AIDS related condition, age, disability or handicap, disabled or
2 veteran status.

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

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

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

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

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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 3, 2015

By 
(Name) Todd Loccisano
General Partner Executive Director
Enterprise & Government Contracts

MAY 14, 2015

By 
Name: Dan Hess
Title: Area VP-Finance
"VERIZON"

CITY OF LONG BEACH, a municipal corporation Assistant City Manager


July 9, 2015

By 
City Manager
"Client"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on June 1, 2015.

CHARLES PARKIN, City Attorney

By 
Deputy