



Mayor Antonio Lopez  
Mayor Pro Tem Sylvia Ballin  
Councilmember Jesse H. Avila  
Councilmember Joel Fajardo  
Councilmember Robert C. Gonzales  
Interim City Administrator  
Fred Ramirez

## SAN FERNANDO CITY COUNCIL NOTICE AND AGENDA OF A SPECIAL MEETING

WEDNESDAY, DECEMBER 26, 2012 – 9:00 AM

COUNCIL CHAMBERS  
117 MACNEIL STREET  
SAN FERNANDO, CA 91340

**NOTICE IS HEREBY GIVEN** that the San Fernando City Council will hold a Special Meeting on **Wednesday, December 26, 2012, at 9:00 a.m.** in the Council Chambers, located at 117 Macneil Street, San Fernando, California.

The **AGENDA** for this meeting is as follows:

### CALL TO ORDER/ROLL CALL

### PLEDGE OF ALLEGIANCE

Mayor Antonio Lopez

### APPROVAL OF AGENDA

### CLOSED SESSION PUBLIC STATEMENTS – WRITTEN/ORAL

There will be a three (3) minute limitation per each member of the audience who wishes to make comments on items in the Closed Session agenda.

### CLOSED SESSION

- A) PUBLIC EMPLOYEE APPOINTMENT  
G.C. 54957

Title: Interim City Administrator

SAN FERNANDO CITY COUNCIL  
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REPORT OUT FROM CLOSED SESSION

PUBLIC STATEMENTS – WRITTEN/ORAL

There will be a three (3) minute limitation per each member of the audience who wishes to make comments in order to provide a full opportunity to every person who desires to address the City Council. Only matters contained in this notice may be considered.

NEW BUSINESS

- 1) **APPROVAL OF CONTRACT WITH INTERIM CITY ADMINISTRATOR**
- 2) **ALLOCATION OF GENERAL FUNDS FOR 2012 LEAGUE OF CALIFORNIA CITIES MEMBERSHIP DUES AND CONFERENCE FEES FOR COUNCILMEMBER ATTENDANCE AT THE 2013 LEAGUE OF CALIFORNIA CITIES NEW MAYOR AND COUNCIL MEMBERS ACADEMY**

Recommend that the City Council:

- a. Adopt a Resolution to allocate General Funds to cover the 2012 League of California Cities Membership Dues; and
- b. Adopt a Resolution to allocate sufficient General Funds for City Councilmember registration and travel expenses associated with attending the 2013 League of California Cities New Mayors and Council Members Academy that will take place January 16, 2013 to January 18, 2013, in Sacramento, California, and direct staff to coordinate registration and travel arrangements; or
- c. Provide staff with alternative direction.

- 3) **APPROVAL OF A THREE-YEAR SERVICE CONTRACT WITH VERIZON FOR PHONE SERVICES (CENTRANET AGREEMENT)**

Recommend that the City Council approve a three-year service contract (the CentraNet Agreement) for phone services with Verizon for a monthly rate not to exceed \$1,232.50, for the 36-month period of the contract.



SAN FERNANDO CITY COUNCIL  
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ADJOURNMENT

*I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 24 hours prior to the meeting.*

Elena G. Chávez, City Clerk

Signed and Posted: December 21, 2012 (3:00 p.m.)

Agendas and complete Agenda Packets (including staff reports and exhibits related to each item) are posted on the City's Internet Web Site ([www.sfcity.org](http://www.sfcity.org)). These are also available for public reviewing prior to a meeting in the City Clerk's Office. Any public writings distributed by the City Council to at least a majority of the Councilmembers regarding any item on this special meeting agenda will also be made available at the City Clerk's Office at City Hall located at 117 Macneil Street, San Fernando, CA, 91340 during normal business hours. In addition, the City may also post such documents on the City's Web Site at [www.sfcity.org](http://www.sfcity.org). In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification/accommodation to attend or participate in this meeting, including auxiliary aids or services please call the City Clerk's Office at (818) 898-1204 at least 24 hours prior to the meeting.



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# **San Fernando City Council Special Meeting**

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**FINAL REPORT  
IS NOT AVAILABLE**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER  
ON WEDNESDAY  
DECEMBER 26, 2012**

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## **ADMINISTRATION DEPARTMENT**

### **MEMORANDUM**

**TO:** Mayor Antonio Lopez and Councilmembers

**FROM:** Fred Ramirez, Interim City Administrator

**DATE:** December 26, 2012

**SUBJECT:** Allocation of General Funds for 2012 League of California Cities Membership Dues and Conference Fees for Councilmember Attendance at the 2013 League of California Cities New Mayors and Council Members Academy

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#### **RECOMMENDATION:**

It is recommended that the City Council:

- a. Adopt a Resolution (Attachment “A”) to allocate General Funds to cover the 2012 League of California Cities Membership Dues; and
- b. Adopt a Resolution (Attachment “B”) to allocate sufficient General Funds for City Councilmember registration and travel expenses associated with attending the 2013 League of California Cities New Mayors and Council Members Academy that will take place January 16, 2013 to January 18, 2013, in Sacramento, California, and direct staff to coordinate registration and travel arrangements; or
- c. Provide staff with alternative direction.

#### **BACKGROUND:**

1. On January 3, 2012, the League of California Cities submitted Invoice No. 115903 to the City requesting payment of membership dues for calendar year 2012 in the amount of \$7,940. No funds were originally budgeted as part of the corresponding Administration Department General Fund budget for Fiscal Year (FY) 2011-12.
2. On June 12, 2012, the League of California Cities Los Angeles County Division submitted Invoice No. 2046 to the City requesting payment of membership fees for FY 2012-13, in the amount of \$1,081.50.

Allocation of General Funds for 2012 League of California Cities Membership Dues and Conference Fees for Councilmember Attendance at the 2013 League of California Cities New Mayors and Council Members Academy

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3. On August 2, 2012, the Administration Department processed the past due calendar year 2012 League of California Cities membership dues using \$7,940 of the \$11,000 in General Funds that were budgeted during Fiscal Year 2012-2013 to pay the 2013 calendar year League of California Cities membership dues.
4. On November 5, 2012, the City paid Invoice No. 2046 in the amount of \$1,081.50 to the League of California Cities Los Angeles County Division for FY 2012-2013 membership dues. These funds were paid out of the remaining balance of original \$11,000 budgeted to pay the 2013 calendar year League of California Cities membership dues.
5. On November 14, 2012, the City received notification from the League of California Cities regarding the upcoming 2013 New Mayors and Council Members Academy. General information for the event notes that elected officials from member cities were eligible for discounted registration fee of \$550 per attendee; and non-member city elected officials and staff would have to pay \$1,550 per attendee. In addition, registration and associated fees would have to be submitted to the League of California Cities by January 7, 2013. After this date, individuals would have to register on-site (<http://www.cacities.org/Education-Events/New-Mayors-and-Council-Members-Academy.aspx>).
6. On December 10, 2012, the League of California Cities submitted Invoice No. 126619 to the City requesting payment of membership dues for calendar year 2013 in the amount of \$8,734.
7. On December 19, 2012, Mayor Lopez requested that consideration of Councilmember attendance at the upcoming League of California Cities 2013 New Mayors and Council Members Academy be included as an agenda item for the special meeting of December 26, 2012.

## **ANALYSIS:**

### **League of California Cities Calendar Year 2013 Membership Dues**

Based on the current remaining balance of \$12,933.50 in the Administration Department's Non-Departmental Account (01-190-0000-4380), payment of 2013 League membership dues in the amount of \$8,734 in combination with the pending payment of the \$10,000 San Fernando Valley Council of Government's FY 2012-13 membership dues would result in budget shortfall of \$5,800.50 in FY 2012-13 General Fund Non-Departmental Account. The attached Resolution (Attachment "A") includes a request to appropriate \$5,800.50 from the General Fund Account 01-116-0000-4260 previously budget for City elections.

### **League of California Cities 2013 New Mayors and Council Members Academy Attendance**

The City Council's FY 2012-13 General Fund Budget notes that \$1,500 is available to be used for meeting and travel expenses (01-101-0000-4370) and \$1,800 is available to be used for membership and subscription dues (01-101-0000-4380). As part of the FY 2012-13 budget adoption process, three Councilmembers have individual allocations of \$500 for meeting and travel expenses (two

Allocation of General Funds for 2012 League of California Cities Membership Dues and Conference Fees for Councilmember Attendance at the 2013 League of California Cities New Mayors and Council Members Academy  
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Councilmembers opted not to receive any allowance); and three Councilmembers have individual allocations of \$600 for membership and subscription dues (two Councilmember opted not to receive any allowance).

As previously noted, the registration fee for member city elected officials is \$550. Travel expenses associated with airline tickets, lodging, and per diem expenses can range from \$800 to \$1,000, per attendee, for the three-day event. The attached Resolution (Attachment “B”) includes an additional request to appropriate \$1,800 from the City Council’s FY 2012-13 General Fund Membership and Subscription Dues Account (01-101-0000-4380) and an additional \$4,450 from the City’s FY 2012-13 Election Account (01-116-0000-4260) to provide sufficient funds to cover the cost of all five Councilmembers’ registration fees and travel and lodging expenses.

### CONCLUSION:

If the City Council would like renew the 2013 League of California Cities Membership Dues and have all five Councilmembers attend the upcoming League of California Cities 2013 New Mayors and Council Members Academy, then staff recommends that the City Council approve the attached Resolutions and direct staff to coordinate registration and travel arrangements.

### BUDGET IMPACT:

A portion of the General Fund savings that were incurred due to the cancellation of the March 5, 2013 General Election would be utilized to cover remaining balance of the League of California Cities 2013 Membership Dues. Total estimated cost for all five Councilmembers attendance at the League of California Cities 2013 New Mayor and Council Members Academy would be \$7,750 (\$1,550 per Councilmember).

City Council approval of the Resolutions would reallocate General Funds as follows:

<b>League of California Cities – Calendar Year 2013 Membership Dues</b>				
Account Number		Account Description	Expenditure (Reduced) Increased	
From	01-116-0000-4260	Elections	\$	(5,800.50)
To	01-190-0000-4380	Non Departmental	\$	5,800.50

**Councilmember Attendance at the League of California Cities  
2013 New Mayors and Council Members Academy**

Allocation of General Funds for 2012 League of California Cities Membership Dues and Conference Fees for Councilmember Attendance at the 2013 League of California Cities New Mayors and Council Members Academy

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Account Number		Account Description	Expenditure (Reduced) Increased	
From	01-101-0000-4380	Membership and Subscription Dues	\$	(1,800)
To	01-101-0000-4370	Meeting and Travel Expenses	\$	1,800
From	01-116-0000-4260	Elections	\$	(4,450)
To	01-101-0000-4370	Meetings and Travel Expenses	\$	4,450

**ATTACHMENTS:**

- A. Resolution – Allocation of Funds for League of California Cities 2013 Membership Dues
- B. Resolution – Allocation of Funds for Councilmember Attendance to the League of California Cities 2013 New Mayors and Council Members Academy

**ATTACHMENT "A"****RESOLUTION NO. \_\_\_\_\_****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2012-13 ADOPTED ON JULY 2, 2012**

**WHEREAS**, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2012-13, commencing July 1, 2012, and ending June 30, 2013; and

**WHEREAS**, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

**WHEREAS**, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2012 and ending June 30, 2013, a copy of which is on file in the City Clerk's Office, has been adopted on July 2, 2012.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

**Section 1.** The following adjustments are made to the City Budget:

Fund 01 – Elections (116):

Decrease in Expenditures: \$ 5,800.50

Fund 01 – Non Departmental (190):

Increase in Expenditures: \$ 5,800.50

(League of California Cities 2013 Membership Dues)

**PASSED, APPROVED, AND ADOPTED** this 26<sup>th</sup> day of December, 2012.

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Antonio Lopez, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

**STATE OF CALIFORNIA            )**  
**COUNTY OF LOS ANGELES    ) ss**  
**CITY OF SAN FERNANDO       )**

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a special meeting of the City Council held on the 26<sup>th</sup> day of December, 2012, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk



**ATTACHMENT "B"****RESOLUTION NO. \_\_\_\_\_****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, CALIFORNIA, AMENDING THE BUDGET FOR THE FISCAL YEAR 2012-13 ADOPTED ON JULY 2, 2012**

**WHEREAS**, the City of Council has received and considered the proposed adjustment to the budget for Fiscal Year 2012-13, commencing July 1, 2012, and ending June 30, 2013; and

**WHEREAS**, the City Council has determined that it is necessary to amend the revenues and expenditures of the current City budget; and

**WHEREAS**, an annual budget for the City of San Fernando for the Fiscal Year beginning July 1, 2012 and ending June 30, 2013, a copy of which is on file in the City Clerk's Office, has been adopted on July 2, 2012.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN FERNANDO, DOES HEREBY RESOLVE, FIND, DETERMINE AND ORDER AS FOLLOWS:**

**Section 1.** The following adjustments are made to the City Budget:

Fund 01 – Membership and Subscription Dues (101):

Decrease in Expenditures: \$ 1,800

Fund 01 – Meeting and Travel Expenses (101):

Increase in Expenditures: \$ 1,800

(Councilmember Attendance at the League of California  
Cities 2013 New Mayors and Councilmembers Academy)

Fund 01 – Elections (116):

Decrease in Expenditures: \$ 4,450

Fund 01 – Meeting and Travel Expenses (101):

Increase in Expenditures: \$ 4,450

(Councilmember Attendance at the League of California  
Cities 2013 New Mayors and Councilmembers Academy)

**PASSED, APPROVED, AND ADOPTED** this 26<sup>th</sup> day of December, 2012.

---

Antonio Lopez, Mayor

**ATTEST:**

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Elena G. Chávez, City Clerk

**STATE OF CALIFORNIA            )**  
**COUNTY OF LOS ANGELES        ) ss**  
**CITY OF SAN FERNANDO         )**

**I HEREBY CERTIFY** that the foregoing Resolution was approved and adopted at a special meeting of the City Council held on the 26<sup>th</sup> day of December, 2012, by the following vote to wit:

**AYES:**

**NOES:**

**ABSENT:**

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Elena G. Chávez, City Clerk



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## ADMINISTRATION DEPARTMENT

### MEMORANDUM

**TO:** Mayor Antonio Lopez and Councilmembers

**FROM:** Fred Ramirez, Interim City Administrator

**DATE:** December 26, 2012

**SUBJECT:** Approval of a Three-Year Service Contract with Verizon for Phone Services (CentraNet Agreement)

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#### **RECOMMENDATION:**

It is recommended that the City Council approve a three-year service contract (the CentraNet Agreement) for phone services with Verizon (Attachment "A") for a monthly rate not exceed \$1,232.50, for the 36-month period of the contract.

#### **BACKGROUND:**

1. The Current CentraNet Agreement between the City and Verizon is set to expire on December 31, 2012.
2. The City has been contacted by Verizon in order to consider a one-year (Attachment "B") or three-year Centranet Agreement that would lock in rates before they increase on January 1, 2013. Failure to approve either a one or three-year CentraNet Agreement would increase the cost for phone service to the City; increasing the cost per line from \$9.50 to \$27 per line. The City currently uses 106 lines and failure to lock in the current rates would result in an increase cost per month of \$1,855 (Attachment "C").

#### **ANALYSIS:**

The Centranet Agreement with Verizon covers the following types of phone features used by the City on a daily basis:

- Continued local and long distance services at lower rates while providing certain basic and optional features from central office switching equipment located on Verizon's property.
- Station to station dialing, call forwarding, call hold, call pickup, call transfer, call waiting,

## Approval of a Three-Year Service Contract with Verizon for Phone Services (CentraNet Agreement)

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conferencing (e.g., three-way conference calling), speed calling and station hunting.

- Automatic call back, call park, last number redial, and toll reductions.
- CentraNet Voice Mail is a communication system located in Verizon central offices allowing users to have calls answered when their line is busy or not answered. The system allows for message retrieval from anywhere, as well as saving, erasing, or forwarding voice mails to another Verizon voicemail user.

### **CONCLUSION:**

It is recommended that the City Council approve a three-year service contract for phone services with Verizon for a monthly rate not exceed \$1,232.50, for the 36-month period of the contract. Selection of the three-year contract will save the City \$1,855 monthly compared to possible new rates after expiration of the current contract on December 31, 2012. In addition, the three-year contract will save the City an additional \$3,210 per year for the term of the contract when compared to the proposed one year monthly rate. As noted in Attachment "B", the monthly rate for the proposed one-year contract is \$1,500 per month and the monthly rate for the three-year contract is \$1,232.50.

### **BUDGET IMPACT:**

Funds have already been budgeted in the current Fiscal Year 2012-13 General Fund Budget. Approval of a three-year contract at the discounted rates will result in continuation of the aforementioned savings during Fiscal Years 2013-14 and 2014-15.

### **ATTACHMENTS:**

- A. CentraNet Agreement (3-Year)
- B. CentraNet Agreement (1-Year)
- C. CentraNet Pricing Comparison

## ATTACHMENT "A"



**CUSTOMER SPECIFIC ARRANGEMENT**  
(Intrastate Detariffed Services – California)

Routing Code: 5V

Customer Name: City of San Fernando ("Customer")	Main Billing Tel. No:
Address: 117 N. MacNeil Street, San Fernando, CA 91340	Agreement No. CSS-2012

**Services.** Customer hereby requests and agrees to purchase from the Verizon company(ies) identified in the applicable Exhibit(s) ("Verizon") the services, at the Customer locations identified in Exhibit A attached to this Agreement, and in any Addendum expressly made a part hereof, (the "Services") pursuant to this Agreement and Verizon's applicable ILEC Product Guide, for the service period stated in the Exhibit or Addendum applicable to such Service (the "Service Period"). This Agreement and any Exhibit hereto shall become effective when executed by an authorized Verizon representative and an authorized representative of Customer (the "Effective Date"). Under no circumstances may Customer resell the Services being provided under the rates, terms and conditions of this Agreement. Each Verizon entity contracting under this Agreement is responsible only for the performance of the Services it is providing as set out in each Exhibit hereto and is not responsible for the performance of any other entity's obligations under this Agreement.

**Customer Consent to Use of Customer Proprietary Network Information (CPNI).** Verizon acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications and interconnected voice over Internet Protocol services Customer purchases from Verizon, as well as related local and toll billing information, made available to Verizon solely by virtue of Customer's relationship with Verizon. With Customer consent, Verizon may share Customer CPNI and other Confidential Information among its affiliates, including Verizon Wireless, and with agents and partners, so that all may use this information to offer Customer the full range of products and services offered by Verizon and its affiliates, including local, long distance, wireless, and Internet services (see [www.verizon.com](http://www.verizon.com) for a description of Verizon companies and services). By signing this Agreement, Customer consents to Verizon using and disclosing Customer CPNI as described above. Customer may refuse CPNI consent by signing this Agreement and by notifying Verizon in writing at [cpni-notices@verizonwireless.com](mailto:cpni-notices@verizonwireless.com) and [cpni-notices@verizonbusiness.com](mailto:cpni-notices@verizonbusiness.com) of Customer's decision to withhold Customer's consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Verizon, and in either case, will not affect Verizon's provision of service to Customer.

**ILEC Product Guide.** Verizon's provision of the Services hereunder shall be governed by Verizon's Incumbent Local Exchange Carrier Product Guide (located at <http://www.verizon.com/tariffs>) ("ILEC Product Guide") and this Agreement. The ILEC Product Guide is incorporated into the Agreement by this reference. In the event of a conflict between the terms and conditions of the ILEC Product Guide and this Agreement, the terms and conditions of this Agreement shall prevail. With respect to the documents of the Agreement, the terms and conditions of the Service Exhibit shall have the highest order of precedence. Verizon may modify the ILEC Product Guide at any time and such modifications will become binding on Customer as further described below. To the extent such changes are material (and other than changes related to governmental charges or any applicable taxes), Verizon shall notify Customer of such changes via a bill insert, as a message on Customer's bill, in a separate mailing, by email or by any other reasonable method at Verizon's discretion. Such changes will become effective no sooner than thirty (30) days after such notice is provided. In the event such changes materially and adversely affect Customer, Customer may terminate the affected Service without the application of termination liability by providing Verizon immediate written notice of Customer's request to terminate, unless within (30) thirty days after receipt of Customer's termination notice Verizon agrees to revise the change in such a manner as to remove the material adverse effect on Customer. Customer shall remain responsible for the payment for Services rendered until the effective date of the termination. Customer's continued use of the Service after the material change becomes effective constitutes Customer's acceptance of the change.

**Customer Responsibilities.** Customer agrees to provide Verizon with any access and support necessary for the implementation, maintenance and provision of the Services requested hereunder. Customer is responsible for taking all steps necessary to interconnect the Services at Customer's location(s) including ensuring proper interconnection with the facilities and equipment provided by Verizon, paying all costs associated with interconnection, securing any necessary licenses, right of ways and permits and providing proper space, electrical power, heating, ventilation and cooling. Verizon shall not be liable for any damages or losses caused by the



failure of equipment, inside wire or other facilities provided by Customer or a third party, and Customer shall be liable if such facilities cause damage to Verizon, its network, customers, equipment and/or Verizon's providers. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Service(s) and Verizon shall have no liability therefore.

**Charges and Payment.** Customer will pay the rates and charges set forth in the attached Exhibit(s) and in any Addendum made a part hereof, which shall be fixed during the Service Period, and shall also pay all applicable taxes, fees, and other applicable charges, including Federal End User Common Line Charges, charged pursuant to applicable law or regulations in connection with the Services. Taxes, fees and/or surcharges are subject to change without notice to Customer, except as may be required by law. Except as otherwise provided in the Agreement, if Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit(s) and Addendum(a).

Verizon shall invoice Customer monthly and payment will be due Net 30 days from the invoice date. Undisputed charges paid after the due date may be subject to late payment charges as set out in the ILEC Product Guide until Customer's account is current. Any back billing limitations otherwise applicable to the Services pursuant to the ILEC Product Guide shall not apply to the Services under this Agreement.

**Unauthorized Use.** Verizon shall not be liable for any damages, including charges for Services that Customer may incur as a result of the unauthorized use or misuse of the Services by Customer, Customer's employees, third parties or other members of the public. Customer shall remain responsible for such charges.

**Indemnification.** Customer agrees to defend, indemnify and hold Verizon, its employees, affiliates and agents, harmless from any and all losses, claims, demands, expenses (including reasonable attorney's fees), or any liability whatsoever, arising from any use of the Services by Customer or by person or entity permitted by Customer to use the Services, including without limitation, liability resulting from the content of communication such as defamation, fraud or invasion of privacy, or any combination of the Services with other products or services not provided by Verizon, any modification of the Services or any infringement of intellectual property.

**Warranty Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE ILEC PRODUCT GUIDE, VERIZON DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF VERIZON KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NON-INFRINGEMENT. CUSTOMER AGREES THAT THE SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. VERIZON DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

**Limitation of Liability.** EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED OR ILLEGAL USE OF THE SERVICE BY CUSTOMER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS OR OTHER THIRD PARTIES, NEITHER PARTY (NOR ITS SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING IN CONNECTION WITH THE SERVICES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

EITHER PARTY'S MAXIMUM TOTAL LIABILITY TO THE OTHER PARTY IN CONNECTION WITH THE SERVICES, FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, SHALL BE:

- (A) FOR DAMAGES DUE TO FAILURES OR DISRUPTION IN THE SERVICES CAUSED BY THE PARTY'S NEGLIGENCE OR BREACH OF OBLIGATIONS UNDER THE AGREEMENT, INCLUDING THE ILEC PRODUCT GUIDE, THE CHARGES FOR THE AFFECTED SERVICES FOR THE PERIOD OF THE FAILURE;
- (B) FOR DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON PROXIMATELY CAUSED BY THE PARTY'S NEGLIGENCE, THE AMOUNT OF DIRECT DAMAGES PROVEN;
- (C) FOR INDEMNITY, THE REMEDIES SET FORTH IN THE SECTION ABOVE TITLED INDEMNIFICATION;
- (D) FOR ANY DAMAGES ARISING OUT OF THE WILLFUL OR INTENTIONAL MISCONDUCT OF THE PARTY, THE AMOUNT OF DIRECT DAMAGES PROVEN;





- (E) FOR ALL OTHER DAMAGES NOT SET FORTH ABOVE AND NOT EXCLUDED UNDER THE AGREEMENT, INCLUDING THE ILEC PRODUCT GUIDE, EACH PARTY'S MAXIMUM LIABILITY DURING ANY TWELVE MONTH PERIOD SHALL BE LIMITED TO THE LESSER OF (i) DIRECT DAMAGES PROVEN, OR (ii) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THE AGREEMENT, INCLUDING THE ILEC PRODUCT GUIDE, FOR THE ONE MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION.

NOTHING IN THIS SECTION SHALL LIMIT CUSTOMER'S LIABILITY TO VERIZON FOR ANY AND ALL CHARGES INCURRED FOR SERVICES.

**Termination of Services.** Verizon may discontinue or limit use of the Services by Customer for non-payment, non-compliance with Verizon's rules of use, fraudulent use, and other conditions as provided in the Verizon California Inc. General Exchange Tariff, Schedule D&R, Rule No. 11, as incorporated herein.

Termination of the Services, for any cause, shall not release Customer from any liability which at the time of termination had already accrued to Customer or which thereafter accrues for any act or omission occurring prior to the termination or from an obligation which, by its nature, survives termination.

**Performance Excused.** No liability, including but not limited to refund of Service charges, shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

**Notices.** Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon Business, Attn: Customer Service, 6415 Business Center Drive, Highlands Ranch, CO 80130, Email: [notice@verizonbusiness.com](mailto:notice@verizonbusiness.com) with a copy to Verizon Business Services, 22001 Loudoun County Pkwy, Ashburn, VA 20147, Attn: Vice President Legal. Notices shall be deemed effective five business days after such mailing.

#### **Miscellaneous**

(a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements. Either party may issue or permit issuance of a press release or other public statement concerning this Agreement provided its contents have been reviewed and agreed upon by the parties.

(b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions 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.

(c) Either party's failure to enforce any of the provisions of the ILEC Product Guide or the 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 the ILEC Product Guide or the Agreement. If any provision of the ILEC Product Guide or this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, then the ILEC Product Guide and this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction, and the remaining terms and conditions of the ILEC Product Guide and the Agreement shall continue to apply as necessary to reflect the original intention of the parties.

(d) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(e) Services are offered in locations where made available by Verizon in its sole discretion.

(f) The terms and conditions contained on a Customer purchase order document (whether signed by one or both parties) shall not serve to modify the terms and conditions of this Agreement.



The ILEC Product Guide, and this Agreement (including the Exhibits attached hereto and any Addenda made a part hereof) constitute the entire agreement between the parties with respect to the Services and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

AGREED AND ACCEPTED:

CITY OF SAN FERNANDO (Customer)

VERIZON BUSINESS NETWORK SERVICES  
INC., on behalf of VERIZON CALIFORNIA INC.

By \_\_\_\_\_

By \_\_\_\_\_

Name/title \_\_\_\_\_

Name/title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



Routing Code: 5V

**Exhibit A****Verizon Company Name:** Verizon California Inc. (referred to in this Exhibit as "Verizon")**State:** California**Customer name:** City of San Fernando**CSO Case No.:** CSS-2012

**Customer must sign and date this Agreement on or before March 31, 2013, or the proposed Service arrangement and pricing will no longer be available.**

Verizon shall provide Business Line – Measured Rate, CentraNet® and CentraNet® Voicemail Box Service(s) to Customer pursuant to this Agreement at the following rates, terms and conditions:

**Description of CentraNet® and CentraNet® Voicemail Box Service(s):**

CentraNet® Service is an arrangement whereby certain basic and optional features are provided from central office switching equipment located on Verizon's property. Customer must maintain a minimum of two (2) CentraNet® Service lines for each customer group location per serving Verizon central office. A CentraNet® station line cannot be used in lieu of a DID-DOD trunk or PBX trunk. CentraNet® Voicemail Box Service is a communication system located in a Verizon central office allowing users to have calls answered when their line is busy or not answered. They can then retrieve messages from anywhere and process by saving, forward to another Verizon voicemail user, or erasing.

**Description of Business Line – Measured Rate Service:**

Business Line – Measured Rate Service is a telephone service providing a single analog communication circuit between the local end office (Class 5 switch) and the customer's telephone, key system, fax machine, or modem.

**Location of Business Line – Measured Rate, CentraNet® and CentraNet® Voicemail Box Service(s):**

Business Line – Measured Rate, CentraNet® and CentraNet® Voicemail Box Services shall be provided at the Billing Telephone Numbers (BTNs) and locations identified in Attachment 1 to Exhibit A. Customer may add Customer Locations for Business Line – Measured Rate, CentraNet® and CentraNet® Voicemail Box Service(s) during the term of this Agreement, provided that such other Customer Locations are within Verizon's incumbent local exchange franchise service territory.

**1. Charges:****A. Monthly Recurring Charges (MRC):****For Customer Locations in the fGTE Local Exchange Service Areas (Company Code: GTCA)**

Initial Order		
<u>Quantity</u>	<u>Monthly Recurring Charge Items</u>	<u>Per Line Charge</u>
102	CENTRANET® LINE	\$8.25
102	FEATURE PAK 1000	\$2.00
6	FEATURE PAK 2000	\$2.75
0	FEATURE PAK 3000	\$3.75
15	CENTRANET® VOICEMAIL BOX	\$4.00
0	BUSINESS LINE – MEASURED RATE	\$19.00

**For Customer Locations in the fContel Local Exchange Service Areas (Company Code: CTCA)**

Initial Order		
<u>Quantity</u>	<u>Monthly Recurring Charge Items</u>	<u>Per Line Charge</u>
0	CENTRANET® LINE	\$10.87
0	FEATURE PAK 1000	\$2.00
0	FEATURE PAK 2000	\$2.75
0	FEATURE PAK 3000	\$3.75
0	CENTRANET® VOICEMAIL BOX	\$4.00
0	BUSINESS LINE – MEASURED RATE	\$26.95



See Appendix 1 for a listing of the exchanges located in the fGTE and fContel Local Exchange Service Areas.

The above charges do not include Federally mandated end user common line charges (EUCL), any applicable local, state, or federal governmental or regulatory charges, fees, taxes, surcharges, or other ILEC Product Guide charges. For Service in the fGTE Local Exchange Service Areas, the EUCL in the Verizon Telephone Companies Tariff FCC No. 14, Section 13 will be applied. For Service in the fContel Local Exchange Service Areas, the EUCL in the Verizon Telephone Companies Tariff FCC No. 16, Section 4 will be applied.

Charges for Measured Rate Usage and/or any other additional Business Line – Measured Rate, CentraNet® and/or CentraNet® Voicemail features ordered by Customer are taken from Verizon's ILEC Product Guide, and are subject to change.

**B. Non-Recurring Charges (NRC):** Rates for initial installation, moves, and changes, including line additions will be assessed from the applicable ILEC Product Guide.

**C. Basic Termination Liability Charges (BTL).** If for any reason Customer terminates or discontinues the Service prior to the expiration of the Term Period, at the time of discontinuance or termination, Customer shall pay twenty-five percent (25%) of the rates and charges, set forth above, for the Initial Order Quantities set forth for the remaining life of the contract. If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the in-service date, Customer shall pay to Verizon all costs incurred by Verizon for contract and service preparation.

**2. Service or Term Period.** Customer shall purchase such Services for a period of thirty-six (36) consecutive months from the in-service date. The in-service date shall be January 29, 2013, the date following the expiration date of Customer's current agreement for the Services, provided that this Agreement is fully executed and effective as of that date. If the Agreement is not fully executed by January 29, 2013, the in-service date shall be the date, after the Effective Date defined above, on which Verizon's provisioning has been completed and the Service is available for Customer's use.

### **3. Additional Provisions**

a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. Service Continuation. If, at the time of expiration of the Service Period, a new agreement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services as installed and configured at the time of expiration of the Service Period will continue to be provided under the rates, terms and conditions of this Agreement on a month-to-month basis (the "Extended Service Period"). During the Extended Service Period, the Customer may add such Service components as are available solely on a month-to-month basis at the agreed-upon rates as set out in this Agreement, but no other Service additions, changes or moves may be made under this Agreement during the Extended Service Period. During the Extended Service Period, this Agreement shall be deemed terminated without the assessment of termination liability charges under either of the following circumstance: (i) upon the in-service date of a new agreement with Verizon for the Services, this Agreement shall be deemed superseded and terminated, or (ii) either party may terminate the Agreement by providing at least 30 days written notice.

c. Facilities. Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities and provide such Services only upon mutual written agreement of the parties to such additional facility charges. If Customer does not agree to pay such additional charges, then Verizon will be excused from providing the affected Service. If no Service can be provided, then this Agreement will be subject to termination by Verizon without application of the termination charges described above.



**Attachment 1 to Exhibit A**

<b>BTN</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Qty</b>
8188373721	501 ROBERT KENNEDY DR	SAN FERNANDO	CA	91340-	2
8188987368	505 S. HUNTINGTON ST	SAN FERNANDO	CA	91340-3917	1
8188981293	120 N. MACNEIL ST	SAN FERNANDO	CA	91340-2912	1
8188987373	910 1ST ST	SAN FERNANDO	CA	91340-2992	1
8183616728	117 N. MACNEIL ST	SAN FERNANDO	CA	91340-2993	1
8183616442	910 1ST ST	SAN FERNANDO	CA	91340-2992	1
8183655097	910 1ST ST	SAN FERNANDO	CA	91340-2928	1
8183613133	910 1ST ST	SAN FERNANDO	CA	91340-2992	1
8183617631	117 N. MACNEIL ST	SAN FERNANDO	CA	91340-2993	2
8183657764	910 1ST ST	SAN FERNANDO	CA	91340-2992	1
8183658090	117 N. MACNEIL ST	SAN FERNANDO	CA	91340-2993	1
8183659157	910 1ST ST	SAN FERNANDO	CA	91340-2928	2
8188981288	208 PARK AV	SAN FERNANDO	CA	91340-3009	2
8188981267	910 1ST ST	SAN FERNANDO	CA	91340-2992	62
8188981292	828 N. HARDING AVE	SAN FERNANDO	CA	91340-1742	1
8188371509	117 N. MACNEIL ST	SAN FERNANDO	CA	91340-2911	2
8188377174	910 1ST ST	SAN FERNANDO	CA	91340-2992	1
8188987359	910 1ST ST	SAN FERNANDO	CA	91340-2928	1
8188987384	1100 PICO ST	SAN FERNANDO	CA	91340-3514	1
8188381841	117 N. MACNEIL ST	SAN FERNANDO	CA	91340-2993	1
8188980191	117 N. MACNEIL ST	SAN FERNANDO	CA	91340-2911	20



## Appendix 1 – fGTE and fContel Exchange List

### Exchanges within the fGTE Local Serving Areas

Alamitos	Grant Grove	Marshall	San Bernardino
Anza D.A.	Guadalupe	Mentone	San Fernando -
Arrowhead	Hemet -	Miramonte - Pinehurst	San Fernando D.A.
Azusa-Glendora	Hemet D.A.	Monrovia	San Gabriel Canyon
Badger	Hi Vista	Moreno	San Jacinto D.A.
Banning-Beaumont	Homeland D.A.	Morgan Hill	Santa Barbara
Calimesa	Homestead Valley	Morongo Valley	Santa Maria
Camarillo	Huntington Beach	Murrieta	Santa Monica-
Carpinteria	Idyllwild	Newbury Park	Santa Monica D.A.
Chino	Indio	Norwalk	Santa Paula
Claremont-San San Dimas	Joshua Tree	Novato	Santa Ynez
Conejo	Kenwood	Ontario	Sepulveda D.A.
Covina-Baldwin Baldwin Park	La Habra	Oxnard	Sierra Madre
Crestline	La Puente	Pacoima D.A.	Somis
Desert Center	Laguna Beach	Palm Desert	Squaw Valley
Desert Hot Springs	Lake Hughes	Palm Springs	Sun City
Diamond Bar	Lakeview - Nuevo	Perris	Sunland - Tujunga
Downey	Lakewood	Pico Rivera	Temecula
Dunlap	Lancaster	Pinyon	Thousand Oaks
Eagle Mountain	Lindsay	Point Mugu	Twentynine Palms
El Rio	Lompoc	Pomona	Upland
Elsinore	Long Beach	Redlands	West Los Angeles
Etiwanda	Los Alamos	Redondo	Westminster
Fowler	Los Gatos	Reedley	Whittier
Gaviota	Malibu	Sage D.A.	Yucca Valley
Granada Hills D.A.	Mar Vista D.A.	Salton City	

### Exchanges within the fContel Local Serving Areas

Adelanto D.A.	Crowley Lake	Lemon Cove	Running Springs
Alpaugh	Cuyama	Lenwood	San Joaquin
Apple Valley D.A.	Dos Palos	Linden	San Miguel
Barstow -	El Mirage	Lone Pine	Sanger
Barstow D.A.	Exeter	Lost Hills	Sea Ranch D.A.
Benton Station	Farmington	Lucerne Valley	Sherwood Ranch D.A.
Berrenda Mesa	Fort Irwin	Mad River	Snelling
Big Bear City	Garberville	Mammoth Lakes	Summit Valley
Big Bear Lake	Gilroy	Manteca	Taft
Big Pine	Glennville	McFarland	Timbercove -
Bishop	Hayfork	McKittrick	Tivy Valley
Boron	Hesperia D.A.	Newberry	Trona
Bridgeport	Hoopa	Olancho	Victorville -
Buttonwillow	Independence	Orleans	Victorville D.A.
California City	Inyokern	Parkfield	Weaverville
California Hot Springs	June Lake	Phelan D.A.	Weimar D.A.
Cazadero	Kernville	Piercy	Weldon
Clements	Knights Landing	Pine Creek	Whitethorn
Colfax -	Lake Isabella	Randsburg	Willow Creek
Colfax D.A.	Laytonville -	Ridgecrest	Wrightwood -
Corcoran	Lee Vining	Ripon	Yermo D.A.
Covelo	Leggett	Robbins	





**ATTACHMENT "B"**

**CUSTOMER SPECIFIC ARRANGEMENT**  
(Intrastate Detariffed Services – California)

Routing Code: 5V

Customer Name: City of San Fernando ("Customer")	Main Billing Tel. No:
Address: 117 N. MacNeil Street, San Fernando, CA 91340	Agreement No. CSS-2012

**Services.** Customer hereby requests and agrees to purchase from the Verizon company(ies) identified in the applicable Exhibit(s) ("Verizon") the services, at the Customer locations identified in Exhibit A attached to this Agreement, and in any Addendum expressly made a part hereof, (the "Services") pursuant to this Agreement and Verizon's applicable ILEC Product Guide, for the service period stated in the Exhibit or Addendum applicable to such Service (the "Service Period"). This Agreement and any Exhibit hereto shall become effective when executed by an authorized Verizon representative and an authorized representative of Customer (the "Effective Date"). Under no circumstances may Customer resell the Services being provided under the rates, terms and conditions of this Agreement. Each Verizon entity contracting under this Agreement is responsible only for the performance of the Services it is providing as set out in each Exhibit hereto and is not responsible for the performance of any other entity's obligations under this Agreement.

**Customer Consent to Use of Customer Proprietary Network Information (CPNI).** Verizon acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications and interconnected voice over Internet Protocol services Customer purchases from Verizon, as well as related local and toll billing information, made available to Verizon solely by virtue of Customer's relationship with Verizon. With Customer consent, Verizon may share Customer CPNI and other Confidential Information among its affiliates, including Verizon Wireless, and with agents and partners, so that all may use this information to offer Customer the full range of products and services offered by Verizon and its affiliates, including local, long distance, wireless, and Internet services (see [www.verizon.com](http://www.verizon.com) for a description of Verizon companies and services). By signing this Agreement, Customer consents to Verizon using and disclosing Customer CPNI as described above. Customer may refuse CPNI consent by signing this Agreement and by notifying Verizon in writing at [cpni-notices@verizonwireless.com](mailto:cpni-notices@verizonwireless.com) and [cpni-notices@verizonbusiness.com](mailto:cpni-notices@verizonbusiness.com) of Customer's decision to withhold Customer's consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Verizon, and in either case, will not affect Verizon's provision of service to Customer.

**ILEC Product Guide.** Verizon's provision of the Services hereunder shall be governed by Verizon's Incumbent Local Exchange Carrier Product Guide (located at <http://www.verizon.com/tariffs>) ("ILEC Product Guide") and this Agreement. The ILEC Product Guide is incorporated into the Agreement by this reference. In the event of a conflict between the terms and conditions of the ILEC Product Guide and this Agreement, the terms and conditions of this Agreement shall prevail. With respect to the documents of the Agreement, the terms and conditions of the Service Exhibit shall have the highest order of precedence. Verizon may modify the ILEC Product Guide at any time and such modifications will become binding on Customer as further described below. To the extent such changes are material (and other than changes related to governmental charges or any applicable taxes), Verizon shall notify Customer of such changes via a bill insert, as a message on Customer's bill, in a separate mailing, by email or by any other reasonable method at Verizon's discretion. Such changes will become effective no sooner than thirty (30) days after such notice is provided. In the event such changes materially and adversely affect Customer, Customer may terminate the affected Service without the application of termination liability by providing Verizon immediate written notice of Customer's request to terminate, unless within (30) thirty days after receipt of Customer's termination notice Verizon agrees to revise the change in such a manner as to remove the material adverse effect on Customer. Customer shall remain responsible for the payment for Services rendered until the effective date of the termination. Customer's continued use of the Service after the material change becomes effective constitutes Customer's acceptance of the change.

**Customer Responsibilities.** Customer agrees to provide Verizon with any access and support necessary for the implementation, maintenance and provision of the Services requested hereunder. Customer is responsible for taking all steps necessary to interconnect the Services at Customer's location(s) including ensuring proper interconnection with the facilities and equipment provided by Verizon, paying all costs associated with interconnection, securing any necessary licenses, right of ways and permits and providing proper space, electrical power, heating, ventilation and cooling. Verizon shall not be liable for any damages or losses caused by the



failure of equipment, inside wire or other facilities provided by Customer or a third party, and Customer shall be liable if such facilities cause damage to Verizon, its network, customers, equipment and/or Verizon's providers. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Service(s) and Verizon shall have no liability therefore.

**Charges and Payment.** Customer will pay the rates and charges set forth in the attached Exhibit(s) and in any Addendum made a part hereof, which shall be fixed during the Service Period, and shall also pay all applicable taxes, fees, and other applicable charges, including Federal End User Common Line Charges, charged pursuant to applicable law or regulations in connection with the Services. Taxes, fees and/or surcharges are subject to change without notice to Customer, except as may be required by law. Except as otherwise provided in the Agreement, if Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit(s) and Addendum(a).

Verizon shall invoice Customer monthly and payment will be due Net 30 days from the invoice date. Undisputed charges paid after the due date may be subject to late payment charges as set out in the ILEC Product Guide until Customer's account is current. Any back billing limitations otherwise applicable to the Services pursuant to the ILEC Product Guide shall not apply to the Services under this Agreement.

**Unauthorized Use.** Verizon shall not be liable for any damages, including charges for Services that Customer may incur as a result of the unauthorized use or misuse of the Services by Customer, Customer's employees, third parties or other members of the public. Customer shall remain responsible for such charges.

**Indemnification.** Customer agrees to defend, indemnify and hold Verizon, its employees, affiliates and agents, harmless from any and all losses, claims, demands, expenses (including reasonable attorney's fees), or any liability whatsoever, arising from any use of the Services by Customer or by person or entity permitted by Customer to use the Services, including without limitation, liability resulting from the content of communication such as defamation, fraud or invasion of privacy, or any combination of the Services with other products or services not provided by Verizon, any modification of the Services or any infringement of intellectual property.

**Warranty Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE ILEC PRODUCT GUIDE, VERIZON DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF VERIZON KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NON-INFRINGEMENT. CUSTOMER AGREES THAT THE SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. VERIZON DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

**Limitation of Liability.** EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED OR ILLEGAL USE OF THE SERVICE BY CUSTOMER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS OR OTHER THIRD PARTIES, NEITHER PARTY (NOR ITS SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING IN CONNECTION WITH THE SERVICES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

EITHER PARTY'S MAXIMUM TOTAL LIABILITY TO THE OTHER PARTY IN CONNECTION WITH THE SERVICES, FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, SHALL BE:

- (A) FOR DAMAGES DUE TO FAILURES OR DISRUPTION IN THE SERVICES CAUSED BY THE PARTY'S NEGLIGENCE OR BREACH OF OBLIGATIONS UNDER THE AGREEMENT, INCLUDING THE ILEC PRODUCT GUIDE, THE CHARGES FOR THE AFFECTED SERVICES FOR THE PERIOD OF THE FAILURE;
- (B) FOR DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON PROXIMATELY CAUSED BY THE PARTY'S NEGLIGENCE, THE AMOUNT OF DIRECT DAMAGES PROVEN;
- (C) FOR INDEMNITY, THE REMEDIES SET FORTH IN THE SECTION ABOVE TITLED INDEMNIFICATION;
- (D) FOR ANY DAMAGES ARISING OUT OF THE WILLFUL OR INTENTIONAL MISCONDUCT OF THE PARTY, THE AMOUNT OF DIRECT DAMAGES PROVEN;





- (E) FOR ALL OTHER DAMAGES NOT SET FORTH ABOVE AND NOT EXCLUDED UNDER THE AGREEMENT, INCLUDING THE ILEC PRODUCT GUIDE, EACH PARTY'S MAXIMUM LIABILITY DURING ANY TWELVE MONTH PERIOD SHALL BE LIMITED TO THE LESSER OF (i) DIRECT DAMAGES PROVEN, OR (ii) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THE AGREEMENT, INCLUDING THE ILEC PRODUCT GUIDE, FOR THE ONE MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION.

NOTHING IN THIS SECTION SHALL LIMIT CUSTOMER'S LIABILITY TO VERIZON FOR ANY AND ALL CHARGES INCURRED FOR SERVICES.

**Termination of Services.** Verizon may discontinue or limit use of the Services by Customer for non-payment, non-compliance with Verizon's rules of use, fraudulent use, and other conditions as provided in the Verizon California Inc. General Exchange Tariff, Schedule D&R, Rule No. 11, as incorporated herein.

Termination of the Services, for any cause, shall not release Customer from any liability which at the time of termination had already accrued to Customer or which thereafter accrues for any act or omission occurring prior to the termination or from an obligation which, by its nature, survives termination.

**Performance Excused.** No liability, including but not limited to refund of Service charges, shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

**Notices.** Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon Business, Attn: Customer Service, 6415 Business Center Drive, Highlands Ranch, CO 80130, Email: [notice@verizonbusiness.com](mailto:notice@verizonbusiness.com) with a copy to Verizon Business Services, 22001 Loudoun County Pkwy, Ashburn, VA 20147, Attn: Vice President Legal. Notices shall be deemed effective five business days after such mailing.

#### **Miscellaneous**

(a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements. Either party may issue or permit issuance of a press release or other public statement concerning this Agreement provided its contents have been reviewed and agreed upon by the parties.

(b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions 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.

(c) Either party's failure to enforce any of the provisions of the ILEC Product Guide or the 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 the ILEC Product Guide or the Agreement. If any provision of the ILEC Product Guide or this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, then the ILEC Product Guide and this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction, and the remaining terms and conditions of the ILEC Product Guide and the Agreement shall continue to apply as necessary to reflect the original intention of the parties.

(d) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(e) Services are offered in locations where made available by Verizon in its sole discretion.

(f) The terms and conditions contained on a Customer purchase order document (whether signed by one or both parties) shall not serve to modify the terms and conditions of this Agreement.



The ILEC Product Guide, and this Agreement (including the Exhibits attached hereto and any Addenda made a part hereof) constitute the entire agreement between the parties with respect to the Services and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

AGREED AND ACCEPTED:

CITY OF SAN FERNANDO (Customer)

VERIZON BUSINESS NETWORK SERVICES  
INC., on behalf of VERIZON CALIFORNIA INC.

By \_\_\_\_\_

By \_\_\_\_\_

Name/title \_\_\_\_\_

Name/title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



Routing Code: 5V

**Exhibit A****Verizon Company Name:** Verizon California Inc. (referred to in this Exhibit as "Verizon")**State:** California**Customer name:** City of San Fernando**CSO Case No.:** CSS-2012

**Customer must sign and date this Agreement on or before March 31, 2013, or the proposed Service arrangement and pricing will no longer be available.**

Verizon shall provide Business Line – Measured Rate, CentraNet® and CentraNet® Voicemail Box Service(s) to Customer pursuant to this Agreement at the following rates, terms and conditions:

**Description of CentraNet® and CentraNet® Voicemail Box Service(s):**

CentraNet® Service is an arrangement whereby certain basic and optional features are provided from central office switching equipment located on Verizon's property. Customer must maintain a minimum of two (2) CentraNet® Service lines for each customer group location per serving Verizon central office. A CentraNet® station line cannot be used in lieu of a DID-DOD trunk or PBX trunk. CentraNet® Voicemail Box Service is a communication system located in a Verizon central office allowing users to have calls answered when their line is busy or not answered. They can then retrieve messages from anywhere and process by saving, forward to another Verizon voicemail user, or erasing.

**Description of Business Line – Measured Rate Service:**

Business Line – Measured Rate Service is a telephone service providing a single analog communication circuit between the local end office (Class 5 switch) and the customer's telephone, key system, fax machine, or modem.

**Location of Business Line – Measured Rate, CentraNet® and CentraNet® Voicemail Box Service(s):**

Business Line – Measured Rate, CentraNet® and CentraNet® Voicemail Box Services shall be provided at the Billing Telephone Numbers (BTNs) and locations identified in Attachment 1 to Exhibit A. Customer may add Customer Locations for Business Line – Measured Rate, CentraNet® and CentraNet® Voicemail Box Service(s) during the term of this Agreement, provided that such other Customer Locations are within Verizon's incumbent local exchange franchise service territory.

**1. Charges:****A. Monthly Recurring Charges (MRC):****For Customer Locations in the fGTE Local Exchange Service Areas (Company Code: GTCA)**

Initial Order		
<u>Quantity</u>	<u>Monthly Recurring Charge Items</u>	<u>Per Line Charge</u>
102	CENTRANET® LINE	\$10.75
102	FEATURE PAK 1000	\$2.00
6	FEATURE PAK 2000	\$2.75
0	FEATURE PAK 3000	\$3.75
15	CENTRANET® VOICEMAIL BOX	\$4.00
0	BUSINESS LINE – MEASURED RATE	\$21.00

**For Customer Locations in the fContel Local Exchange Service Areas (Company Code: CTCA)**

Initial Order		
<u>Quantity</u>	<u>Monthly Recurring Charge Items</u>	<u>Per Line Charge</u>
0	CENTRANET® LINE	\$13.37
0	FEATURE PAK 1000	\$2.00
0	FEATURE PAK 2000	\$2.75
0	FEATURE PAK 3000	\$3.75
0	CENTRANET® VOICEMAIL BOX	\$4.00
0	BUSINESS LINE – MEASURED RATE	\$28.95



See Appendix 1 for a listing of the exchanges located in the fGTE and fContel Local Exchange Service Areas.

The above charges do not include Federally mandated end user common line charges (EUCL), any applicable local, state, or federal governmental or regulatory charges, fees, taxes, surcharges, or other ILEC Product Guide charges. For Service in the fGTE Local Exchange Service Areas, the EUCL in the Verizon Telephone Companies Tariff FCC No. 14, Section 13 will be applied. For Service in the fContel Local Exchange Service Areas, the EUCL in the Verizon Telephone Companies Tariff FCC No. 16, Section 4 will be applied.

Charges for Measured Rate Usage and/or any other additional Business Line – Measured Rate, CentraNet® and/or CentraNet® Voicemail features ordered by Customer are taken from Verizon's ILEC Product Guide, and are subject to change.

**B. Non-Recurring Charges (NRC):** Rates for initial installation, moves, and changes, including line additions will be assessed from the applicable ILEC Product Guide.

**C. Basic Termination Liability Charges (BTL).** If for any reason Customer terminates or discontinues the Service prior to the expiration of the Term Period, at the time of discontinuance or termination, Customer shall pay twenty-five percent (25%) of the rates and charges, set forth above, for the Initial Order Quantities set forth for the remaining life of the contract. If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the in-service date, Customer shall pay to Verizon all costs incurred by Verizon for contract and service preparation.

**2. Service or Term Period.** Customer shall purchase such Services for a period of twelve (12) consecutive months from the in-service date. The in-service date shall be January 29, 2013, the date following the expiration date of Customer's current agreement for the Services, provided that this Agreement is fully executed and effective as of that date. If the Agreement is not fully executed by January 29, 2013, the in-service date shall be the date, after the Effective Date defined above, on which Verizon's provisioning has been completed and the Service is available for Customer's use.

### **3. Additional Provisions**

a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. Service Continuation. If, at the time of expiration of the Service Period, a new agreement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services as installed and configured at the time of expiration of the Service Period will continue to be provided under the rates, terms and conditions of this Agreement on a month-to-month basis (the "Extended Service Period"). During the Extended Service Period, the Customer may add such Service components as are available solely on a month-to-month basis at the agreed-upon rates as set out in this Agreement, but no other Service additions, changes or moves may be made under this Agreement during the Extended Service Period. During the Extended Service Period, this Agreement shall be deemed terminated without the assessment of termination liability charges under either of the following circumstance: (i) upon the in-service date of a new agreement with Verizon for the Services, this Agreement shall be deemed superseded and terminated, or (ii) either party may terminate the Agreement by providing at least 30 days written notice.

c. Facilities. Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities and provide such Services only upon mutual written agreement of the parties to such additional facility charges. If Customer does not agree to pay such additional charges, then Verizon will be excused from providing the affected Service. If no Service can be provided, then this Agreement will be subject to termination by Verizon without application of the termination charges described above.



**Attachment 1 to Exhibit A**

<b>BTN</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>	<b>Qty</b>
8188373721	501 ROBERT KENNEDY DR	SAN FERNANDO	CA	91340-	2
8188987368	505 S. HUNTINGTON ST	SAN FERNANDO	CA	91340-3917	1
8188981293	120 N. MACNEIL ST	SAN FERNANDO	CA	91340-2912	1
8188987373	910 1ST ST	SAN FERNANDO	CA	91340-2992	1
8183616728	117 N. MACNEIL ST	SAN FERNANDO	CA	91340-2993	1
8183616442	910 1ST ST	SAN FERNANDO	CA	91340-2992	1
8183655097	910 1ST ST	SAN FERNANDO	CA	91340-2928	1
8183613133	910 1ST ST	SAN FERNANDO	CA	91340-2992	1
8183617631	117 N. MACNEIL ST	SAN FERNANDO	CA	91340-2993	2
8183657764	910 1ST ST	SAN FERNANDO	CA	91340-2992	1
8183658090	117 N. MACNEIL ST	SAN FERNANDO	CA	91340-2993	1
8183659157	910 1ST ST	SAN FERNANDO	CA	91340-2928	2
8188981288	208 PARK AV	SAN FERNANDO	CA	91340-3009	2
8188981267	910 1ST ST	SAN FERNANDO	CA	91340-2992	62
8188981292	828 N. HARDING AVE	SAN FERNANDO	CA	91340-1742	1
8188371509	117 N. MACNEIL ST	SAN FERNANDO	CA	91340-2911	2
8188377174	910 1ST ST	SAN FERNANDO	CA	91340-2992	1
8188987359	910 1ST ST	SAN FERNANDO	CA	91340-2928	1
8188987384	1100 PICO ST	SAN FERNANDO	CA	91340-3514	1
8188381841	117 N. MACNEIL ST	SAN FERNANDO	CA	91340-2993	1
8188980191	117 N. MACNEIL ST	SAN FERNANDO	CA	91340-2911	20



## Appendix 1 – fGTE and fContel Exchange List

### Exchanges within the fGTE Local Serving Areas

Alamitos	Grant Grove	Marshall	San Bernardino
Anza D.A.	Guadalupe	Mentone	San Fernando -
Arrowhead	Hemet -	Miramonte - Pinehurst	San Fernando D.A.
Azusa-Glendora	Hemet D.A.	Monrovia	San Gabriel Canyon
Badger	Hi Vista	Moreno	San Jacinto D.A.
Banning-Beaumont	Homeland D.A.	Morgan Hill	Santa Barbara
Calimesa	Homestead Valley	Morongo Valley	Santa Maria
Camarillo	Huntington Beach	Murrieta	Santa Monica-
Carpinteria	Idyllwild	Newbury Park	Santa Monica D.A.
Chino	Indio	Norwalk	Santa Paula
Claremont-San San Dimas	Joshua Tree	Novato	Santa Ynez
Conejo	Kenwood	Ontario	Sepulveda D.A.
Covina-Baldwin Baldwin Park	La Habra	Oxnard	Sierra Madre
Crestline	La Puente	Pacoima D.A.	Somis
Desert Center	Laguna Beach	Palm Desert	Squaw Valley
Desert Hot Springs	Lake Hughes	Palm Springs	Sun City
Diamond Bar	Lakeview - Nuevo	Perris	Sunland - Tujunga
Downey	Lakewood	Pico Rivera	Temecula
Dunlap	Lancaster	Pinyon	Thousand Oaks
Eagle Mountain	Lindsay	Point Mugu	Twentynine Palms
El Rio	Lompoc	Pomona	Upland
Elsinore	Long Beach	Redlands	West Los Angeles
Etiwanda	Los Alamos	Redondo	Westminster
Fowler	Los Gatos	Reedley	Whittier
Gaviota	Malibu	Sage D.A.	Yucca Valley
Granada Hills D.A.	Mar Vista D.A.	Salton City	

### Exchanges within the fContel Local Serving Areas

Adelanto D.A.	Crowley Lake	Lemon Cove	Running Springs
Alpaugh	Cuyama	Lenwood	San Joaquin
Apple Valley D.A.	Dos Palos	Linden	San Miguel
Barstow -	El Mirage	Lone Pine	Sanger
Barstow D.A.	Exeter	Lost Hills	Sea Ranch D.A.
Benton Station	Farmington	Lucerne Valley	Sherwood Ranch D.A.
Berrenda Mesa	Fort Irwin	Mad River	Snelling
Big Bear City	Garberville	Mammoth Lakes	Summit Valley
Big Bear Lake	Gilroy	Manteca	Taft
Big Pine	Glennville	McFarland	Timbercove -
Bishop	Hayfork	McKittrick	Tivy Valley
Boron	Hesperia D.A.	Newberry	Trona
Bridgeport	Hoopa	Olancho	Victorville -
Buttonwillow	Independence	Orleans	Victorville D.A.
California City	Inyokern	Parkfield	Weaverville
California Hot Springs	June Lake	Phelan D.A.	Weimar D.A.
Cazadero	Kernville	Piercy	Weldon
Clements	Knights Landing	Pine Creek	Whitethorn
Colfax -	Lake Isabella	Randsburg	Willow Creek
Colfax D.A.	Laytonville -	Ridgecrest	Wrightwood -
Corcoran	Lee Vining	Ripon	Yermo D.A.
Covelo	Leggett	Robbins	



**ATTACHMENT "C"**

[REDACTED]

**455624**

<b>Customer Name</b>	CITY OF SAN FERNANDO
<b>Contract Type</b>	DETARIFF SERVICE AGREEMENT - CALIFORNIA
<b>Amendment #</b>	
<b>Contract ID</b>	265631
<b>CD Received</b>	01/08/2010
<b>Sent Where</b>	Finance
<b>DOA Exceptions</b>	
<b>Receipt Source</b>	ELECTRONIC XFR
<b>Received Hard Copies</b>	No
<b>Approval Dates</b>	
<b>LEGAL</b>	
<b>BD</b>	
<b>PRESALE</b>	
<b>CREDIT</b>	
<b>CREDIT EXP</b>	
<b>FILING</b>	
<b>DCG Approved</b>	





**CUSTOMER SPECIFIC ARRANGEMENT**  
(Intrastate Detariffed Services – California)

Routing Code: 5V

Customer Name	City of San Fernando ("Customer")	Main Billing Tel. No:	
Address:	117 N MacNeil Street, San Fernando, CA 91340	Agreement No.	CSS-2010

**Services.** Customer hereby requests and agrees to purchase from the Verizon company(ies) identified in the applicable Exhibit(s) ("Verizon") the services, at the Customer locations identified in Exhibits A, attached to this Agreement, and in any Addendum expressly made a part hereof, (the "Services") pursuant to this Agreement and Verizon's applicable ILEC Product Guide, for the service period stated in the Exhibit or Addendum applicable to such Service (the "Service Period"). This Agreement and any Exhibit hereto shall become effective when executed by an authorized Verizon representative and an authorized representative of Customer (the "Effective Date"). Under no circumstances may Customer resell the Services being provided under the rates, terms and conditions of this Agreement. Each Verizon entity contracting under this Agreement is responsible only for the performance of the Services it is providing as set out in each Exhibit hereto and is not responsible for the performance of any other entity's obligations under this Agreement.

**Customer Consent to Use of Customer Proprietary Network Information (CPNI).** Verizon acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications and interconnected voice over Internet Protocol services Customer purchases from Verizon, as well as related local and toll billing information, made available to Verizon solely by virtue of Customer's relationship with Verizon. With Customer consent, Verizon may share Customer CPNI and other Confidential Information among its affiliates, including Verizon Wireless, and with agents and partners, so that all may use this information to offer Customer the full range of products and services offered by Verizon and its affiliates, including local, long distance, wireless, and Internet services (see [www.verizon.com](http://www.verizon.com) for a description of Verizon companies and services). By signing this Agreement, Customer consents to Verizon using and disclosing Customer CPNI as described above. Customer may refuse CPNI consent by signing this Agreement and by notifying Verizon in writing at [cpni-notices@verizonwireless.com](mailto:cpni-notices@verizonwireless.com) and [cpni-notices@verizonbusiness.com](mailto:cpni-notices@verizonbusiness.com) of Customer's decision to withhold Customer's consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Verizon, and in either case, will not affect Verizon's provision of service to Customer.

**ILEC Product Guide.** Verizon's provision of the Services hereunder shall be governed by Verizon's Incumbent Local Exchange Carrier Product Guide (located at <http://www.verizon.com/tariffs>) ("ILEC Product Guide") and this Agreement. The ILEC Product Guide is incorporated into the Agreement by this reference. In the event of a conflict between the terms and conditions of the ILEC Product Guide and this Agreement, the terms and conditions of this Agreement shall prevail. With respect to the documents of the Agreement, the terms and conditions of the Service Exhibit shall have the highest order of precedence. Verizon may modify the ILEC Product Guide at any time and such modifications will become binding on Customer as further described below. To the extent such changes are material (and other than changes related to governmental charges or any applicable taxes), Verizon shall notify Customer of such changes via a bill insert, as a message on Customer's bill, in a separate mailing, by email or by any other reasonable method at Verizon's discretion. Such changes will become effective no sooner than thirty (30) days after such notice is provided. In the event such changes materially and adversely affect Customer, Customer may terminate the affected Service without the application of termination liability by providing Verizon immediate written notice of Customer's request to terminate, unless within (30) thirty days after receipt of Customer's termination notice Verizon agrees to revise the change in such a manner as to remove the material adverse effect on Customer. Customer shall remain responsible for the payment for Services rendered until the effective date of the termination. Customer's continued use of the Service after the material change becomes effective constitutes Customer's acceptance of the change.

**Customer Responsibilities.** Customer agrees to provide Verizon with any access and support necessary for the implementation, maintenance and provision of the Services requested hereunder. Customer is responsible for taking all steps necessary to interconnect the Services at Customer's location(s) including ensuring proper interconnection with the facilities and equipment provided by Verizon, paying all costs associated with interconnection, securing any necessary licenses, right of ways and permits and providing proper space, electrical



power, heating, ventilation and cooling. Verizon shall not be liable for any damages or losses caused by the failure of equipment, inside wire or other facilities provided by Customer or a third party, and Customer shall be liable if such facilities cause damage to Verizon, its network, customers, equipment and/or Verizon's providers. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Service(s) and Verizon shall have no liability therefore.

**Charges and Payment.** Customer will pay the rates and charges set forth in the attached Exhibit(s) and in any Addendum made a part hereof, which shall be fixed during the Service Period, and shall also pay all applicable taxes, fees, and other applicable charges, including Federal End User Common Line Charges, charged pursuant to applicable law or regulations in connection with the Services. Taxes, fees and/or surcharges are subject to change without notice to Customer, except as may be required by law. Except as otherwise provided in the Agreement, if Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in the applicable Exhibit(s) and Addendum(a).

Verizon shall invoice Customer monthly and payment will be due Net 30 days from the invoice date. Undisputed charges paid after the due date may be subject to late payment charges as set out in the ILEC Product Guide until Customer's account is current. Any back billing limitations otherwise applicable to the Services pursuant to the ILEC Product Guide shall not apply to the Services under this Agreement.

**Unauthorized Use.** Verizon shall not be liable for any damages, including charges for Services that Customer may incur as a result of the unauthorized use or misuse of the Services by Customer, Customer's employees, third parties or other members of the public. Customer shall remain responsible for such charges.

**Indemnification.** Customer agrees to defend, indemnify and hold Verizon, its employees, affiliates and agents, harmless from any and all losses, claims, demands, expenses (including reasonable attorney's fees), or any liability whatsoever, arising from any use of the Services by Customer or by person or entity permitted by Customer to use the Services, including without limitation, liability resulting from the content of communication such as defamation, fraud or invasion of privacy, or any combination of the Services with other products or services not provided by Verizon, any modification of the Services or any infringement of intellectual property.

**Warranty Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE ILEC PRODUCT GUIDE, VERIZON DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF VERIZON KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NON-INFRINGEMENT. CUSTOMER AGREES THAT THE SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. VERIZON DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

**Limitation of Liability.** EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED OR ILLEGAL USE OF THE SERVICE BY CUSTOMER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS OR OTHER THIRD PARTIES, NEITHER PARTY (NOR ITS SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING IN CONNECTION WITH THE SERVICES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

EITHER PARTY'S MAXIMUM TOTAL LIABILITY TO THE OTHER PARTY IN CONNECTION WITH THE SERVICES, FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, SHALL BE:

- (A) FOR DAMAGES DUE TO FAILURES OR DISRUPTION IN THE SERVICES CAUSED BY THE PARTY'S NEGLIGENCE OR BREACH OF OBLIGATIONS UNDER THE ILEC PRODUCT GUIDE, THE CHARGES FOR THE AFFECTED SERVICES FOR THE PERIOD OF THE FAILURE;
- (B) FOR DAMAGES TO REAL OR PERSONAL PROPERTY OR BODILY INJURY OR DEATH TO ANY PERSON PROXIMATELY CAUSED BY THE PARTY'S NEGLIGENCE, THE AMOUNT OF DIRECT DAMAGES PROVEN;
- (C) FOR INDEMNITY, THE REMEDIES SET FORTH IN THE SECTION ABOVE TITLED INDEMNIFICATION;
- (D) FOR ANY DAMAGES ARISING OUT OF THE WILLFUL OR INTENTIONAL MISCONDUCT OF THE PARTY, THE AMOUNT OF DIRECT DAMAGES PROVEN;



- (E) FOR ALL OTHER DAMAGES NOT SET FORTH ABOVE AND NOT EXCLUDED UNDER THE ILEC PRODUCT GUIDE, EACH PARTY'S MAXIMUM LIABILITY DURING ANY TWELVE MONTH PERIOD SHALL BE LIMITED TO THE LESSER OF (i) DIRECT DAMAGES PROVEN, OR (ii) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THE ILEC PRODUCT GUIDE FOR THE ONE MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION.

NOTHING IN THIS SECTION SHALL LIMIT CUSTOMER'S LIABILITY TO VERIZON FOR ANY AND ALL CHARGES INCURRED FOR SERVICES.

**Termination of Services.** Verizon may discontinue or limit use of the Services by Customer for non-payment, non-compliance with Verizon's rules of use, fraudulent use, and other conditions as provided in the Verizon California Inc. General Exchange Tariff, Schedule D&R, Rule No. 11, as incorporated herein. Termination of the Services, for any cause, shall not release Customer from any liability which at the time of termination had already accrued to Customer or which thereafter accrues for any act or omission occurring prior to the termination or from an obligation which, by its nature, survives termination.

**Performance Excused.** No liability, including but not limited to refund of Service charges, shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

**Notices.** Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to Customer at the address specified above, and to Verizon at Verizon Business, Attn: Customer Service, 6415 Business Center Drive, Highlands Ranch, CO 80130, Email: [notice@verizonbusiness.com](mailto:notice@verizonbusiness.com) with a copy to Verizon Business Services, 22001 Loudoun County Pkwy, Ashburn, VA 20147, Attn: Vice President Legal. Notices shall be deemed effective five business days after such mailing.

#### **Miscellaneous**

- (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements. Either party may issue or permit issuance of a press release or other public statement concerning this Agreement provided its contents have been reviewed and agreed upon by the parties.
- (b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions 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.
- (c) Either party's failure to enforce any of the provisions of the ILEC Product Guide or the 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 the ILEC Product Guide or the Agreement. If any provision of the ILEC Product Guide or this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, then the ILEC Product Guide and this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction, and the remaining terms and conditions of the ILEC Product Guide and the Agreement shall continue to apply as necessary to reflect the original intention of the parties.
- (d) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.
- (e) Services are offered in locations where made available by Verizon in its sole discretion.
- (f) The terms and conditions contained on a Customer purchase order document (whether signed by one or both parties) shall not serve to modify the terms and conditions of this Agreement.



The ILEC Product Guide, and this Agreement (including the Exhibits attached hereto and any Addenda made a part hereof) constitute the entire agreement between the parties with respect to the Services and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

## AGREED AND ACCEPTED:


City of San Fernando (Customer)

VERIZON BUSINESS NETWORK SERVICES  
INC., on behalf of VERIZON CALIFORNIA INC.

By



By



Name/title Robert Ordelheide, Interim

CityName/Title Suleiman Hessami VP, Pricing/Contract Mgt  
Administrator

Date

1-8-10

Date

1/11/2010



Routing Code: 5V

**Exhibit A****Verizon Company Name:** Verizon California Inc. (referred to in this Exhibit as "Verizon")**State:** California**Customer name:** City of San Fernando**CSO Case No.:** CSS-2010

Customer is currently receiving service under a prior agreement, which will expire on January 28, 2010. In order to continue service without interruption, this Agreement must be fully executed and effective on or before January 29, 2010. This Agreement shall not be considered fully executed until signed by both parties. In any event, Customer must sign and date this Agreement on or before December 31, 2010 or the proposed Service arrangement and pricing will no longer be available.

Verizon shall provide CentraNet® and CentraNet® Voicemail Box Service(s) to Customer pursuant to this Agreement at the following rates, terms and conditions:

**Description of CentraNet® and CentraNet® Voicemail Box Service(s):**

CentraNet® Service is an arrangement whereby certain basic and optional features are provided from central office switching equipment located on Verizon's property. Customer must maintain a minimum of two (2) CentraNet® Service lines for each customer group location per serving Verizon central office. A CentraNet® station line cannot be used in lieu of a DID-DOD trunk or PBX trunk.

CentraNet® Voicemail Box Service is a communication system located in a Verizon central office allowing users to have calls answered when their line is busy or not answered. They can then retrieve messages from anywhere and process by saving, forward to another Verizon voicemail user, or erasing.

**Location of CentraNet® and CentraNet® Voicemail Box Service(s):**

CentraNet® and CentraNet® Voicemail Box Services shall be provided at the Billing Telephone Numbers (BTNs) and locations identified in Attachment 1 to Exhibit A.

Customer may add Customer Locations for CentraNet® and CentraNet® Voicemail Box Service(s) during the term of this Agreement, provided that such other Customer Locations are within Verizon's incumbent local exchange franchise service territory.

**1. Charges:****A. Monthly Recurring Charges (MRC):**

<u>Initial Order Quantity</u>	<u>Monthly Recurring Charge Items</u>	<u>Per Line Charge</u>
106	CENTRANET® LINE	\$9.50
106	FEATURE PAK 2000	\$3.00
1	CENTRANET® VOICEMAIL BOX	\$4.75

The above charges do not include Federally mandated end user common line charges, any applicable local, state, or federal governmental or regulatory charges, fees, taxes, surcharges, or other ILEC Product Guide charges.

Charges for any other additional CentraNet® and/or CentraNet® Voicemail features ordered by Customer are taken from Verizon's ILEC Product Guide, and are subject to change.

**B. Non-Recurring Charges (NRC):**

Rates for initial installation, moves, and changes, including line additions will be assessed from the applicable ILEC Product Guide.



**Basic Termination Liability Charges (BTL):**

If for any reason Customer terminates or discontinues the Service prior to the expiration of the term, at the time of discontinuance or termination, Customer shall pay twenty-five percent (25%) of the rates and charges, set forth above, for the Initial Order Quantities set forth for the remaining life of the contract. See formula below:

Termination Liability = 25% X # of lines X \$ (monthly line rate) X # of months remaining at the time of termination.

If Customer terminates this Agreement subsequent to the execution of this Agreement by the Parties but prior to the in-service date, Customer shall pay to Verizon all costs incurred by Verizon for contract and service preparation.

**2. Service or Term Period.** Customer shall purchase such Services for a period of thirty-six (36) consecutive months from the in-service date. The in-service date shall be January 29, 2010, provided that this Agreement is fully executed and effective as of that date. If the Agreement is not fully executed by January 29, 2010, the in-service date shall be the date, after the Effective Date defined above, on which Verizon's provisioning has been completed and the Service is available for Customer's use.

**3. Additional Provisions**

a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. Service Continuation. (i) If, at the time of expiration of the Service Period, a new agreement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services will continue to be provided under the terms and conditions of this Agreement for the shortest term period available under the ILEC Product Guide for the Service, and Customer shall be subject to any applicable termination liability associated with such term period unless Customer terminates the Service within sixty (60) days of the end of the Service Period hereunder (the "Extended Service Period").

(ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract to continue or replace the Services provided for herein, this Agreement shall automatically be extended for a period not to exceed 60 days from the end of the initial Service Period to allow the parties to finalize a new agreement. Written notice must be provided by Customer at least 30 days prior to the end of the initial Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail.

c. Facilities. Additional charges may be required if suitable facilities are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities and provide such Services only upon mutual written agreement of the parties to such additional facility charges. If Customer does not agree to pay such additional charges, then Verizon will be excused from providing the affected Service. If no Service can be provided, then this Agreement will be subject to termination by Verizon without application of the termination charges described above.



**Attachment 1 to Exhibit A****BTN**

818-365-5097  
818-365-7359  
818-898-7359  
818-898-7384  
818-361-7631  
818-365-8090  
818-838-1841  
818-898-0191  
818-898-1292  
818-898-7125  
818-361-4445  
818-361-3133  
818-361-6442  
818-365-7764  
818-837-7174  
818-898-1267  
818-898-7373

**Service Address**

910 1<sup>st</sup> Street, San Fernando, CA  
910 1<sup>st</sup> Street, San Fernando, CA  
901 1<sup>st</sup> Street, San Fernando, CA  
1100 Pico Street, San Fernando, CA  
117 N MacNeil Street, San Fernando, CA  
117 N MacNeil Street, San Fernando, CA  
117 N MacNeil Street, San Fernando, CA  
117 N MacNeil Street, San Fernando, CA  
828 Harding Ave., San Fernando, CA  
900 3<sup>rd</sup> Street, San Fernando, CA  
208 Park Ave., San Fernando, CA  
910 1<sup>st</sup> Street, San Fernando, CA  
910 1<sup>st</sup> Street, San Fernando, CA  
910 1<sup>st</sup> Street, San Fernando, CA  
910 1<sup>st</sup> Street, San Fernando, CA  
910 1<sup>st</sup> Street, San Fernando, CA  
910 1<sup>st</sup> Street, San Fernando, CA

