

California Detariffed Service Agreement
(Intrastate Detariffed Services pursuant to ILEC Product Guide – CA)

Customers Legal Name: City of Manhattan Beach ("Customer")	Verizon Business Network Services Inc. on behalf of Verizon California Inc. ("Verizon")	
By:	By: <i>Patricia L Myers</i>	
Name:	Name: Patricia L Myers	
Title:	Title: Manager	
Date:	Date: Pricing/Contract Management	5/15/14

Address:	[1400 Highland Ave, Manhattan Beach CA]	Main Billing Tel. No:	[310-802-5567]
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- Services.** Customer may purchase from Verizon California Inc. ("Verizon") those retail detariffed business telecommunications products or services specified in its ILEC Product Guide which are offered by Verizon California Inc. in its franchised serving area (except where the context requires otherwise) (the "Services") pursuant to Verizon's ILEC Product Guide and this Service Agreement, by placing an order for such Services as further described below. This California Detariffed Service Agreement (the "Agreement") shall become effective upon execution by Customer (the "Agreement Effective Date"). Any changes unilaterally made by Customer to the text of this Agreement shall cause the Agreement to be null and void. The parties acknowledge that all existing Services previously ordered by Customer from Verizon under tariff, but which are now detariffed, are also subject to Verizon's ILEC Product Guide and this Agreement as of the Agreement Effective Date. Under no circumstances may Customer resell the Services being provided under the rates, terms and conditions of this Agreement.
- Ordering Process.** Customer may order Services pursuant to Verizon's ILEC Product Guide by submitting its request for such Services in accordance with Verizon's standard ordering processes. Customer's submission of an order shall constitute its binding commitment to purchase the Services described in its request, at the Customer locations and for the service period ("Service Period") identified therein. Verizon's acceptance of an order shall be deemed to have occurred when Verizon begins provisioning the Service(s) ordered. After Customer's submission of an order for a Service, the Service Period for such Service shall commence on the date when such Service has been installed and made available for Customer's use. Verizon reserves the right to reject any order submitted hereunder for any reason, including without limitation due to Verizon's obligations under applicable laws, regulations, directives, governmental authority or orders, third party contracts or Customer's failure to meet Verizon's credit approval requirements. In addition, Verizon may reject an order (a) in the case of the inability or impracticality of providing such Service in a particular geographic area in which Verizon does not have sufficient presence, capacity, corporate infrastructure or network technical infrastructure to effectively support the requested Service or (b) if Verizon no longer commercially offers the Service.
- 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 or 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 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 and 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 ordered hereunder shall be governed by Verizon's ILEC Product Guide (located at <http://www.verizon.com/tariffs>) ("ILEC Product Guide"), which is incorporated herein and made a part hereof. Customer is deemed to have accepted the terms of Verizon's ILEC Product Guide when Customer orders, uses or pays for a Service subject to the ILEC Product Guide. In the event of a conflict between the terms and conditions of the ILEC Product Guide and this document, the terms and conditions of the ILEC Product Guide shall prevail. Verizon may revise the terms and conditions of the ILEC Product Guide. Verizon may decrease the rates without prior notice. Increases to the rates or changes to the ILEC Product Guide resulting in more

By: *[Signature]*
City Attorney

restrictive terms or conditions shall be effective no sooner than thirty (30) days after notice is provided in a bill insert, as a message printed on Customer's bill, in a separate mailing, or by any other reasonable method permitted by law. In the event Customer does not agree to such revision(s), Customer may terminate the Service(s) within thirty days of the date the notice was mailed, and Customer will not incur charges for early termination. Customer's failure to terminate Service (s) within thirty (30) days of the date the notice was mailed will be deemed acceptance of such revision(s) and any termination after said date will be subject to early termination charges. Price increases and more restrictive terms do not include (i) the introduction of a new Service, (ii) the addition of a new feature to existing Service, or (iii) the imposition of governmental charges. Customer shall be responsible for all charges incurred up to the time of Service discontinuation. Continuing to use, pay for or order Service(s) after revisions are in effect constitutes Customer's acceptance and agreement to all revisions.

5. **Customer Responsibilities.** Customer agrees to provide Verizon with any access and support necessary for the implementation, maintenance and provision of the Services ordered 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 wiring 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.

6. **Charges and Payment.**

Customer will pay the in effect rates and charges for Services, which shall be subject to change, as set forth in the ILEC Product Guide during the Service Period or any rate plan selected by Customer, 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. Charges for ancillary Services, including but not limited to, charges for installation, change orders, directory assistance and operator services used by Customer will be imposed at Verizon's current prices and such charges are also subject to change without notice to Customer except as may be required by law. Except as otherwise provided in the ILEC Product Guide, if Customer cancels or terminates any Services ordered prior to the expiration of the Service Period or term commitment plan applicable to such Services, Customer will promptly pay to Verizon the applicable termination charges as set forth in the ILEC Product Guide.

- 6.2 Verizon shall invoice Customer monthly and payment will be due on the due date identified on the invoice. 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.

7. **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.
8. **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 a 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.
9. **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.
10. **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 LOSSES 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 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.

- 11. **Termination of Services.** Verizon may discontinue or limit the use of the Services by Customer for non-payment, non-compliance with Verizon rules, fraudulent use and other conditions as provided in the Verizon California Inc. General Exchange Tariff, Schedule D & R, Rule No. 11, as incorporated by this reference.
- 12. **Performance Excused.** Verizon's performance shall be excused if its performance is delayed or prevented due to events known as force majeure, acts of any third party, or any cause(s) beyond Verizon's reasonable control, including, but not limited to, fire, vandalism, cut cable, power failures or labor difficulties.
- 13. **Notices.** Notices related to Services provided 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 with a copy to Verizon Business Services, 22001 Loudoun County Pkwy, Ashburn, VA 20147, Attn: Vice President Legal – Marketing, Sales and Service. Notices shall be deemed effective five business days after such mailing.
- 14. **Miscellaneous**
 - 14.1 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.
 - 14.2 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.
 - 14.3 Either party's failure to enforce any of the provisions of the ILEC Product Guide 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. If any provision of the ILEC Product Guide 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 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 shall continue to apply as necessary to reflect the original intention of the parties.
 - 14.4 Customer shall not transfer or assign the Services without the prior written consent of Verizon. Verizon may assign this Agreement as described in the ILEC Product Guide.
 - 14.5 Services are offered in locations where made available by Verizon in its sole discretion.

The ILEC Product Guide and this Agreement (including any order for Services placed by Customer) 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.



ISDN-PRI Service

Quotation for...

Customer Name: City of Manhattan Beach
Customer Address: 1400 Highland Ave
City, State & ZIP: Mahattan Beach , California 90266

Requested By: Reasno Hamilton
Telephone No.: (877) 288-9473
Solutions Architect: Diane Hybert
Telephone No.: (813) 394-0012
Date: 4/30/2014
Quote Number: O-1001511

California - Measured Rate - One Year Term

NRC = Non-Recurring Charge

MRC = Monthly Recurring Charge

VERIZON CALIFORNIA INC., PRODUCT GUIDE, SECTION 9		Term & Volume Pricing	
Rate Element	QTY	NRC	MRC
PRI Access System Package 1 (1 + PRIs)	1	\$ -	\$ 600.00
ISDN-PRI DS1 Interface Arrangement	1	\$ -	INCLUDED
ISDN-PRI DS1 Access Facility	1	\$ -	INCLUDED
Calling Line Identification - Without Name	1	\$ -	INCLUDED
"B" Channel Activations	23	\$ -	INCLUDED
Backup "D" Channel	1	\$ -	INCLUDED
Non-Facility Associated Signaling (NFAS)	1	\$ -	INCLUDED
DID Numbers			
Single DID Number per Channel	23	\$ -	INCLUDED
Additional Single DID Number	600	\$ -	\$ 240.00
FCC Charges			
Line Port Charge	1	\$ -	\$ 10.00
Subscriber Line Charge	1	\$ -	\$ 43.65
Total		\$ -	\$ 893.65

NOTE:

In the event the service is terminated by the customer prior to completion of the current term commitment period, the customer shall be liable for an early termination charge. The amount of the early termination charge will be 25% of the monthly recurring charge(s) (MRC) for the remainder of the term.

*Subject to the appropriate PUC tariff
Budgetary Pricing*

PROPRIETARY STATEMENT

This document and any attached materials are the sole property of Verizon Business and is not to be used other than to evaluate Verizon Business service.



Global Solutions Design and Engineering

Quotation for...
City of Manhattan Beach - Water Tower

Account Manager: *Reasno Hamilton*
Telephone No.: 877-288-9473, X1879
Sales Engineer: *Diane Hybert*
Telephone No.: 813-394-0012
Date: 5/1/2014
One View ID: O-1001511

Meet Point DS1 w/Pacific Bell

Cal P.U.C. No. C-1, Section III

Element/Description	Qty	Non-Recurring Charges		One Year		Monthly Charges
		Each	Total	Each	Total	
Special Access Line - DS1	1	\$0.00	\$0.00	\$270.00	\$270.00	
Special Transport Term (STT)	1	\$0.00	\$0.00	\$50.00	\$50.00	
Mileage	2.15	\$0.00	\$0.00	\$32.38	\$69.62	
Clear Channel Capability	1	\$0.00	\$0.00	\$25.00	\$25.00	
Order Charge	0	\$0.00	\$0.00	\$0.00	\$0.00	
Verizon Service Totals			\$0.00		\$414.62	
Pacific Bell Service Items						
Special Access Line - DS1	1	\$0.00	\$0.00	\$160.00	\$160.00	
Special Transport Term (STT)	1	\$0.00	\$0.00	\$52.50	\$52.50	
Mileage	2.85	\$0.00	\$0.00	\$20.00	\$57.00	
Order Charge	1	\$0.00	\$0.00	\$0.00	\$0.00	
Pac Bell Service Totals - Budgetary			\$0.00		\$269.50	
Total Costs						
		NRC	MRC	Location A: Verizon		Location Z: Pacific Bell
One Year Pricing - Verizon End		\$0.00	\$414.62	1431 6th St Manhattan Beach, CA 90266 HRBHCA		4440 W Broadway Hawthorne, CA HWTCA01

NOTE 1: Please note a \$25.00 per channel surcharge is applicable unless the customer signs a Network Surcharge Exemption form stating that the circuit being provided is not being used for voice or that, if it is carrying voice, that traffic will not leak into the Verizon network. Please review the Network Surcharge Exemption form for further details on the guidelines for exemption.

When a TVP arrangement is cancelled in its entirety prior to the end of the commitment period, termination liability charges, as set forth below, will apply based on the remainder of the TVP period in effect at the time of disconnect. The amount of the early termination charge will be 25% of the monthly recurring charge(s) x # of months remaining x # of lines

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Rates Provided 11/1/2008



Global Solutions Design and Engineering

Quotation for...
City of Manhattan Beach

Account Manager: **Reasno Hamilton**
Telephone No.: **877-288-9473, X1879**
Sales Engineer: **Diane Hybert**
Telephone No.: **813-394-0012**
Date: **5/1/2014**
One View ID: **O-1001511**

Meet Point DS1 w/Pacific Bell

Cal. P.U.C. No. C-1, Section III

Element Description	Qty	Non-Recurring Charges		One Year		Monthly Charges
		Each	Total	Each	Total	
Special Access Line - DS1	1	\$0.00	\$0.00	\$270.00	\$270.00	
Special Transport Term (STT)	1	\$0.00	\$0.00	\$50.00	\$50.00	
Mileage	0	\$0.00	\$0.00	\$0.00	\$0.00	
Clear Channel Capability	1	\$0.00	\$0.00	\$25.00	\$25.00	
Order Charge	0	\$0.00	\$0.00	\$0.00	\$0.00	
Verizon Service Totals			\$0.00		\$345.00	
Pacific Bell Service Items						
Special Access Line - DS1	1	\$0.00	\$0.00	\$160.00	\$160.00	
Special Transport Term (STT)	1	\$0.00	\$0.00	\$52.50	\$52.50	
Mileage	4	\$0.00	\$0.00	\$20.00	\$80.00	
Order Charge	1	\$0.00	\$0.00	\$0.00	\$0.00	
Pac Bell Service Totals - Budgetary			\$0.00		\$292.50	
Total Costs		NRG	MRC	Location A: Verizon		Location Z: Pacific Bell
One Year Pricing - Verizon End		\$0.00	\$414.62	1400 Highland Ave Manhattan Beach, CA 90266 MNBHCAXF		12501 S Hawthorne BL Hawthorne, CA HWTHTCA01

NOTE 1: Please note a \$25.00 per channel surcharge is applicable unless the customer signs a Network Surcharge Exemption form stating that the circuit being provided is not being used for voice or that, if it is carrying voice, that traffic will not leak into the Verizon network. Please review the Network Surcharge Exemption form for further details on the guidelines for exemption.

When a TVP arrangement is cancelled in its entirety prior to the end of the commitment period, termination liability charges, as set forth below, will apply based on the remainder of the TVP period in effect at the time of disconnect. The amount of the early termination charge will be 25% of the monthly recurring charge(s) x # of months remaining x # of lines

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Rates Provided 11/1/2008