



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

Routing Code: 5V

Customer Name: City of Manhattan Beach ("Customer")	Main Billing Tel. No: 310-802-5600
Address: 1400 Highland Avenue, Manhattan Beach, CA 90266	Agreement No. CM2013

**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.

**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 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.

**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.

#### **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.

#### **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.

Customer must sign and date this Agreement on or before June 30, 2016, or the proposed Service arrangement and pricing will no longer be available.

AGREED AND ACCEPTED:

CITY OF MANHATTAN BEACH (Customer)

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

By \_\_\_\_\_

By Marsha K. Harrell

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

Name/title Marsha K Harrell, Sr. Consultant - Contract Management

Date \_\_\_\_\_

Date 4/20/15

APPROVED AS TO FORM:

By JMB  
City Attorney



Exhibit A

Verizon Company Name: Verizon California Inc. (referred to in this Exhibit as "Verizon")  
 State: California  
 Customer name: City of Manhattan Beach  
 CSO Case No.: CM2013

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. 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. Customer 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. Upon written request, Customer may subscribe to additional lines of Service or features at the Locations identified herein or at additional locations. Provided Verizon has suitable facilities available to provide such additional Service at costs substantially similar to the cost to provide the Service initially requested herein, Verizon will provide such Service at the same Monthly Rate per Line or feature hereunder, plus applicable ILEC Product Guide installation charges, and no written amendment to the Agreement will be necessary. If a different Monthly Rate per Line or feature is required by Verizon, then Verizon will determine the applicable rate and present it to Customer for its consideration. Verizon shall not be required to provide any such additional Services until and unless both parties mutually agree to any such different Monthly Rate per Line or feature via an amendment to the Agreement. The Service Period for all such additional lines of Service, or additional services or features, shall be coterminous with the Service Period set forth herein unless otherwise agreed in writing.

1. Charges:

A. Monthly Recurring Charges (MRC).

For Customer Locations in the fGTE Local Exchange Service Areas (Company Code: GTCA)

Initial Order Quantity	Monthly Recurring Charge Items	Per Line Charge
104	CENTRANET® LINE	\$12.52
0	FEATURE PAK 1000	\$2.00
104	FEATURE PAK 2000	\$2.95
0	FEATURE PAK 3000	\$3.75
0	CENTRANET® VOICEMAIL BOX	\$4.00
44	BUSINESS LINE – MEASURED RATE	\$21.00

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

Initial Order Quantity	Monthly Recurring Charge Items	Per Line Charge
0	CENTRANET® LINE	\$15.57
0	FEATURE PAK 1000	\$2.00
0	FEATURE PAK 2000	\$2.95



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 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).** NRC installation charges do not apply for existing installed service. NRCs for initial installation, moves, and changes, including line additions will be assessed from the applicable ILEC Product Guide.
- 2. Minimum Commitment and Shortfall.** Customer is required to subscribe to a monthly minimum of 101 CentraNet® Lines and 35 Business Lines during the Service Period (the Minimum Line Commitment). Verizon will review Customer's account periodically; for each month in the preceding year that the actual number of Lines in service is less than the Minimum Line Commitment, a shortfall charge will apply ("Shortfall Charge"). The Shortfall Charge will be equal to the Line rate times the difference between the Minimum Line Commitment minus the number of Lines in service for the relevant month(s). Any such Shortfall Charge shall be due and payable in one lump sum as set out in the invoice issued to Customer. Lines may be canceled and disconnected during the Service Period without any Shortfall Charge provided in any given month Customer does not fall below the Minimum Line Commitment. Shortfall Charges shall not be assessed during the Extended Service Period as defined above.
  - 3. Termination Liability.** Termination Liability applies to all Service installed under this contract. If for any reason Customer terminates or discontinues the Service or reduces the quantity of Lines such that it is no longer satisfying the Minimum Line Commitment prior to the expiration of the Term Period, at the time of discontinuance or termination, Customer shall pay a Termination Charge equal to twenty-five percent (25%) of the monthly rates and charges set forth above, times the quantity of Services terminated, times the number of months remaining in the Term Period. 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. Customer shall not be assessed Termination Charges if an exception to Termination Liability in the ILEC Product Guide applies. Any Termination Liability is due and payable in one lump sum as set out in the invoice issued to Customer.



## Attachment 1 to Exhibit A

### CentraNet Line Locations Verizon (fGTE)

BTN	Service Address	Qty
(310) 802-5600	1400 HIGHLAND AVE MANHATTAN BCH CA 90266 4728	51
(310) 802-5625	1400 HIGHLAND AVE MANHATTAN BCH CA 90266 4756	12
(310) 802-5633	1400 HIGHLAND AVE MANHATTAN BCH CA 90266 4756	7
(310) 802-5637	3621 BELL AVE MANHATTAN BCH CA 90266 3459	7
(310) 802-5667	1601 N. VALLEY DR MANHATTAN BCH CA 90266 4687	3
(310) 802-5669	1400 HIGHLAND AVE MANHATTAN BCH CA 90266 4728	3
(310) 802-5672	1800 MANHATTAN BEACH BL MANHATTAN BCH CA 90266 6162	3
(310) 802-5675	701 S PECK AVE MANHATTAN BCH CA 90266 7157	1
(310) 802-5676	1825 MARINE AVE MANHATTAN BCH CA 90266	1
(310) 802-5677	3301 BELL AVE MANHATTAN BCH CA 90266	1
(310) 802-5678	1601 MANHATTAN BEACH BL MANHATTAN BCH CA 90266 6188	1
(310) 802-5679	1431 6TH ST MANHATTAN BCH CA 90266 6343	4
(310) 802-5683	1800 N. PECK AVE MANHATTAN BCH CA 90266	2
(310) 802-5689	1932 MANHATTAN BEACH BL REDONDO BEACH CA 90278 1204	1
(310) 802-5691	1601 N. VALLEY DR MANHATTAN BCH CA 90266	1
(310) 802-5693	1400 MANHATTAN BEACH BL MANHATTAN BCH CA 90266 4740	3
(310) 802-5696	425 15TH ST MANHATTAN BCH CA 90266 4680	1
(310) 802-5698	1801 MARINE AVE MANHATTAN BCH CA 90266	2

### Business Line Locations Verizon (fGTE)

BTN	Service Address	Qty
(310) 318-0806	1600 MANHATTAN BEACH BL RM 6 MANHATTAN BCH CA 90266 6162	1
(310) 372-0212	701 S PECK AVE MANHATTAN BCH CA 90266 7157	1
(310) 374-7575	1601 MANHATTAN BEACH BL MANHATTAN BCH CA 90266	1
(310) 374-8315	701 S. PECK AVE MANHATTAN BCH CA 90266 7157	1
(310) 379-2760	1431 6TH ST MANHATTAN BCH CA 90266 6343	3
(310) 545-0888	1901 N. VALLEY DR MANHATTAN BCH CA 90266	1
(310) 545-2236	1801 MARINE AVE MANHATTAN BCH CA 90266	1
(310) 545-4586	1400 HIGHLAND AVE MANHATTAN BCH CA 90266 4756	3
(310) 545-5163	1400 HIGHLAND AVE MANHATTAN BCH CA 90266 4756	1
(310) 545-5679	1400 HIGHLAND AVE MANHATTAN BCH CA 90266 4756	3
(310) 545-6660	1400 HIGHLAND AVE MANHATTAN BCH CA 90266 4756	1
(310) 545-7478	1400 HIGHLAND AVE MANHATTAN BCH CA 90266 4756	1
(310) 546-2706	1431 15TH ST MANHATTAN BCH CA 90266 4077	1
(310) 546-4954	1601 N. VALLEY DR MANHATTAN BCH CA 90266	1
(310) 546-5169	1220 MORNINGSIDE DR MANHATTAN BCH CA 90266	6
(310) 546-6064	1800 N. PECK AVE MANHATTAN BCH CA 90266	1
(310) 546-8881	3621 BELL AVE MANHATTAN BCH CA 90266 3459	2
(310) 546-7277	3621 BELL AVE BLDG 1 MANHATTAN BCH CA 90266 3459	4
(310) 546-8923	469 31ST PL MANHATTAN BCH CA 90266 3921	1
(310) 546-9826	1501 N. PECK AVE MANHATTAN BCH CA 90266 4215	1
(310) 799-7688	213 LARSSON ST MANHATTAN BCH CA 90266 6728	1
(310) 802-1953	1400 HIGHLAND AVE MANHATTAN BCH CA 90266 4728	1
(310) 802-5000	1400 HIGHLAND AVE MANHATTAN BCH CA 90266 4728	1
(310) 802-5600	1400 HIGHLAND AVE MANHATTAN BCH CA 90266 4728	5
(562) 987-1104	4827 COLORADO ST LONG BEACH CA 90814 3114	1



## 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
Eliwanda	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	





**Corporate Policy Statement**

Policy No.: CPS-103  
Issued: December 6, 2010  
Subject: Authority to Approve Transactions



APPENDIX 4  
VERIZON BUSINESS  
CPS-103 LETTER OF DELEGATION OF AUTHORITY  
FORM 101

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate  
*Patricia L Myers, Manager, Pricing & Contract Management* [redacted]  
*Marsha K Harrell, Senior Consultant, Pricing & Contract Management* [redacted] and  
*Jacquelynn A Whiting, Director, Pricing & Contract Management* [redacted]

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with *Security Procedure for Anthony Recine, Vice President, Pricing & Contract Management, Blue Ink Stamp Policy.*

This will be effective beginning on July 1, 2014 and ending on June 30, 2015 or before if rescinded by me.

*(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)*

**Distribution:**

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at [corporatefinancecompliance@core.verizon.com](mailto:corporatefinancecompliance@core.verizon.com); and ensure the delegation is entered into the Accounts Payable system when appropriate.

**Approved By:**  
*Anthony Recine* 5/16/14  
Signature Date  
Name: Anthony Recine [redacted] VZ ID  
VP, Pricing & Contract Management [redacted]  
[redacted]  
Responsibility Code or Cost Center Code  
*J. Whiting* 5/15/14  
Delegate's Signature - Jacquelynn A Whiting  
*Patricia L Myers* 5/20/14  
Delegate's Signature - Patricia L Myers  
*Marsha K Harrell* 5/20/14  
Delegate's Signature - Marsha K Harrell



Routing Code: 5V

**ORDER CONFIRMATION**  
**(De-tariff Services pursuant to Verizon ILEC Product Guide)**

Customer Name:	City of Manhattan Beach	Main Billing Tel. No:	310-802-5567
Address:	1400 Highland Ave Manhattan Beach CA 90266		

Verizon Business Network Services Inc. on behalf of Verizon California, Inc.

Customer hereby requests and agrees to purchase from Verizon the services identified below and as further described in Verizon's applicable ILEC Product Guide (the "Services"), pursuant to the De-tariff Service Agreement previously entered into by Customer and Verizon and the ILEC Product Guide, for a minimum period of            (12) consecutive months following execution of this Order Confirmation and commencement of Services hereunder (the "Service Period"). Verizon's provision of Services hereunder will be subject to the availability of suitable facilities.

The rates for the Services are set forth in the applicable ILEC Product Guide and are subject to change during the Service Period. Customer shall also pay all applicable charges, fees, taxes and all surcharges, including federal End User Common Line Charges, charged pursuant to applicable law, regulations or ILEC Product Guide.

Quantity		Service	Monthly Unit Rate	Non-recurring Charges / Unit
1		PRI	893.65	
2		DS1	414.62	

Note: Any mileage quantities listed in the table above shall be deemed initial estimates, and billing will be based on actual mileage.

The Services will be provided at the following Customer locations:

- 1431 6<sup>th</sup> St.
- 4440 W. Broadway
- 1400 Highland Ave

The provision of any additional locations and/or quantities of Services will be subject to Verizon's standard rates and charges as set out in the applicable ILEC Product Guide, or under a separate contract arrangement. Additional charges may also be applicable if suitable facilities are not available to provide the Service at any locations.

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. In order to better serve Customer and offer additional products and services, Verizon, Verizon Wireless and their affiliates ("Verizon Companies") may need to use and share Customer's CPNI and Confidential Information. 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 the Verizon Companies, as well as related local and toll billing information,

made available to the Verizon Companies solely by virtue of Customer's relationship with the Verizon Companies. With Customer consent, the Verizon Companies may share Customer CPNI and other Confidential Information among the Verizon Companies and with agents, contractors and partners so that all may use this information to offer Customer the full range of products and services offered by them (see [www.verizon.com](http://www.verizon.com) and [www.verizonwireless.com](http://www.verizonwireless.com) for a description of Verizon Companies and services). By signing this Order Confirmation, Customer consents to the Verizon Companies using and disclosing Customer CPNI and Confidential Information as described above. Customer may refuse CPNI consent by signing this Order Confirmation and by notifying Verizon in writing at [cpni-notices@verizonwireless.com](mailto:cpni-notices@verizonwireless.com) and [cpni-notices@verizon.com](mailto:cpni-notices@verizon.com) of Customer's decision to withhold Customer's consent. This is the only method of withdrawing consent for the Verizon Companies' use and sharing of Customer's CPNI, as defined above. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Verizon in writing, and in either case, will not affect Verizon's provision of service to Customer.

If you have any questions or comments in regard to this Order Confirmation, please contact Verizon as soon as possible. Thank you for choosing Verizon.

AGREED AND ACCEPTED:

City of Manhattan Beach		Verizon Business Network Services Inc. on behalf of Verizon California Inc.	
By		By	<i>Marsha K. Harrell</i>
Name/title	Gwen Eng, Purchasing Manager	Name/title	<del>Anthony Recine, Vice President</del> Marsha K. Harrell, Sr. Consultant - Contract Mgmt
Date		Date	<i>4/20/15</i>

**Corporate Policy Statement**

Policy No.: CPS-103  
Issued: December 6, 2010  
Subject: Authority to Approve Transactions



APPENDIX 4  
VERIZON BUSINESS  
CPS-103 LETTER OF DELEGATION OF AUTHORITY  
FORM 101

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate  
*Patricia L Myers, Manager, Pricing & Contract Management* [redacted]  
*Marsha K Harrell, Senior Consultant, Pricing & Contract Management* [redacted] and  
*Jacquelynn A Whiting, Director, Pricing & Contract Management* [redacted]

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with *Security Procedure for Anthony Recine, Vice President, Pricing & Contract Management, Blue Ink Stamp Policy.*

This will be effective beginning on July 1, 2014 and ending on June 30, 2015 or before if rescinded by me.

*(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)*

**Distribution:**

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at [corporatefinancecompliance@core.verizon.com](mailto:corporatefinancecompliance@core.verizon.com); and ensure the delegation is entered into the Accounts Payable system when appropriate.

**Approved By:**  
*Anthony Recine* 5/16/14  
Signature Date  
Anthony Recine [redacted]  
Name VZ ID  
VP, Pricing & Contract Management [redacted]  
[redacted]  
Responsibility Code or Cost Center Code  
*J Whiting* 5/15/14  
Delegate's Signature -- Jacquelynn A Whiting  
*Patricia L Myers* 5/20/14  
Delegate's Signature -- Patricia L Myers  
*Marsha K Harrell* 5/20/14  
Delegate's Signature -- Marsha K Harrell

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

Customers Legal Name:	City of Manhattan Beach	Verizon Business Network Services Inc. on behalf of Verizon California Inc. ("Verizon")
By:		By: <i>Marsha K. Harrell</i>
Name: Gwen Eng		Name: <del>Anthony Rache</del> Marsha K Harrell
Title: Purchasing Manager		Title: <del>Vice President</del> Sr. Consultant, Contract Management
Date:		Date: <i>7/20/15</i>

Address:	1400 Highland Ave., Manhattan Beach CA	Main Billing Tel. No:	310-802-5567
----------	--	-----------------------	--------------

- 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](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 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

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](mailto: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.



**Corporate Policy Statement**

Policy No.: CPS-103  
Issued: December 6, 2010  
Subject: Authority to Approve Transactions



APPENDIX 4  
VERIZON BUSINESS  
CPS-103 LETTER OF DELEGATION OF AUTHORITY  
FORM 101

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate

*Patricia L Myers, Manager, Pricing & Contract Management* [redacted]  
*Marsha K Harrell, Senior Consultant, Pricing & Contract Management* [redacted] and  
*Jacquelyn A Whiting, Director, Pricing & Contract Management* [redacted]

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with *Security Procedure for Anthony Recine, Vice President, Pricing & Contract Management, Blue Ink Stamp Policy.*

This will be effective beginning on July 1, 2014 and ending on June 30, 2015 or before if rescinded by me.

*(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)*

**Distribution:**

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at [corporatefinancecompliance@core.verizon.com](mailto:corporatefinancecompliance@core.verizon.com); and ensure the delegation is entered into the Accounts Payable system when appropriate.

APPROVED AS TO FORM:

By [Signature]  
City Attorney

**Approved By:**

[Signature] 5/16/14  
Signature Date

Anthony Recine  
Name VZ ID

VP, Pricing & Contract Management

[Redacted]  
Responsibility Code or Cost Center Code

[Signature] 5/15/14  
Delegate's Signature - Jacquelyn A Whiting

[Signature] 5/20/14  
Delegate's Signature - Patricia L Myers

[Signature] 5/20/14  
Delegate's Signature - Marsha K Harrell