

**311 – VERIZON WIRELESS SERVICE AGREEMENT FORM
LOCAL CALLING AREA**

This 311 Service Agreement ("Agreement") is entered into by and between Celco Partnership d/b/a Verizon Wireless ("Verizon Wireless"), a Delaware general partnership with its principal place of business at 1 Verizon Way, Basking Ridge, NJ 07920, and the City of Jacksonville ("Requesting Entity"). Verizon Wireless and the Requesting Entity may be referred to in this Agreement individually as a "Party" and collectively as the "Parties".

1. Service Description: Pursuant to this Agreement, Verizon Wireless will translate the 311 abbreviated dialing code to and for the benefit of the Requesting Entity as set forth below, in compliance with the Federal Communications ("FCC") order in Docket No. 92-105 ("FCC Order"), but only in the Service Area as defined below where Verizon Wireless operates its wireless service.

- (a) Verizon Wireless customers will be able to dial 311 using their wireless handsets when within the area serviced ("Service Area") as specified in Exhibit A to this agreement by certain Verizon Wireless Mobile Telephone Switching Office(s) ("MTSO(s)"), and Verizon Wireless will translate those calls to the telephone number provided to Verizon Wireless by the Requesting Entity within this area. Verizon Wireless will use commercially reasonable efforts to design call routing based on the location of its MTSO to include the entire Service Area indicated by the Requesting Entity however, both Parties acknowledge that the actual Service Area may differ from the Service Area requested. In those instances in which calls are routed from Service Areas beyond those served by the Requesting Entity, the Requesting Entity is responsible for properly transferring or redirecting calls to the adjacent jurisdictions' dispatch or call centers.
- (b) Requesting Entity will have sole responsibility to answer, respond to, transfer, terminate or otherwise handle 311 calls routed to the Requesting Entity's dispatch or call center via the telephone number referenced below, and to make non-emergency public services available in response to such calls ("311 Service"). The Requesting Entity cannot use the 311 Service for any purpose other than to make non-emergency public services available to Verizon Wireless customers in the Service Area.
- (c) The 311 Service is subject to transmission limitations and dropped calls. The Service Area may contain areas with no service. The 311 Service is subject to network and transmission limitations, including cell site unavailability, particularly in remote areas. Customer equipment, weather, topography and other atmospheric and environmental considerations associated with radio technology also will affect the 311 Service. Voice clarity and reception may vary near coverage boundaries. Additionally, voice clarity and reception may vary significantly within buildings depending on location or building structure. The 311 Service may be temporarily refused, limited, interrupted or curtailed due to Service Area coverage disputes, system capacity limitations and/or equipment modifications, upgrades, relocations, repairs and similar activities necessary for the proper operation of the 311 Service. Requesting Party acknowledges that Verizon Wireless assumes no liability for any such limitations, constraints or restrictions.
- (d) Unless otherwise stated herein, there shall be no charge to Requesting Entity to design, implement and maintain the 311 Service as outlined in this Agreement. However, certain fees and charges may be assessed in the event that modifications are required after implementation to continue providing the 311 Service which result from: (1) a change in the current scope of the 311 Service, (2) the Requesting Entity's failure to comply with the terms of this Agreement or (3) other conditions required by law.
- (e) **No Rights in ADCs:** Requesting Entity acknowledges and agrees that there are a limited number of ADC's (Abbreviated Dialing Code) available. Requesting Entity has no property right or interest in the ADC(s) covered by the Agreement. Requesting Entity has no rights or presumptions regarding substitute or additional ADCs. Verizon Wireless reserves the right to change, augment, disconnect or cancel the ADC upon thirty (30) days notice to Requesting Entity. Notwithstanding the foregoing, Verizon Wireless may immediately change the ADC to comply with laws, rules or regulations without notice to Requestor. If Requesting Entity changes its designated telephone number under the Agreement, Requesting Entity must provide written notice to Verizon Wireless thirty (30) days prior to the change.

2. Responsibilities of Third Parties: The Parties acknowledge that Verizon Wireless' ability to support the Requesting Entity's provision of the 311 Service may be dependent upon the timely performance of third parties, including, but not limited to, actions that must be completed by the Requesting Entity's agents, call center, hardware providers and various other suppliers and manufacturers.

3. Confidential Information: Each Party acknowledges that, during the term of this Agreement, the other Party may disclose to it, or it may receive from the other Party in performing its obligations under this Agreement, information, whether communicated or received in oral, written, electronic or any other form, that is considered proprietary, confidential and/or competitively sensitive by the other Party ("Confidential Information"). Both Parties agree to take all reasonable and necessary steps to ensure the confidentiality of all Confidential Information of the other Party. All Confidential Information shall be marked or otherwise designated as proprietary, confidential and/or competitively sensitive by the Party that deems it proprietary, confidential and/or competitively sensitive. The receiving Party shall use not less than the same degree of care it uses with regard to its own proprietary, confidential and/or competitively sensitive information, but not less than reasonable care to prevent the disclosure, unauthorized use or publication of Confidential Information. Confidential Information shall neither be used, nor allowed to be used, by the receiving Party for any purpose other than to facilitate the performance by it of its obligations under this Agreement.

This section shall not apply to: (i) information that at the time of disclosure was generally available to the public; (ii) information that, subsequent to its disclosure, is published or otherwise becomes available to the public through any means other than an act or omission of the receiving Party; (iii) information that was previously known to the receiving Party free of any obligation to keep it in confidence or that is subsequently developed in good faith by the receiving Party; and (iv) information rightfully acquired in good faith from a third party on a non-confidential basis. Further, the receiving Party may disclose Confidential Information if required to do so by applicable law, rule or regulation, or a court or other governmental authority of competent jurisdiction; provided, however, that the receiving Party shall provide the disclosing Party prior written notice of any such disclosure and exercise its best efforts to afford the disclosing Party an opportunity to contest the disclosure and to limit the extent of the disclosure to the maximum extent practicable.

The Requesting Entity acknowledges that preservation of the confidentiality of individually identifiable information about Verizon Wireless customers, including, but not limited to, their telephone numbers, is an important component of the wireless services provided by Verizon Wireless. The Requesting Entity, therefore, agrees that it will not, and it will ensure that any agents used by it to provide the 311 Service will not, inappropriately disclose or abuse such information about Verizon Wireless customers to the extent gained in connection with providing the 311 Service. For purposes of this Agreement, the inappropriate disclosure or use of such information includes, but is not limited to, the following: (i) use of such information for any purpose other than the provision of the 311 Service or for internal analysis; (ii) sale or disclosure of such information, or any data derived from such information, to third parties or (iii) use for sales and marketing purposes or other income generating activity. In the event that the Requesting Entity or any of its agents used for the provision of the 311 Service inappropriately disclose or use such information, as determined by Verizon Wireless in its sole discretion, Verizon Wireless may immediately terminate this Agreement as provided for in Section 4 and pursue any rights available to it at law or equity.

4. Term and Termination: This Agreement is effective on the date of the Verizon Wireless' signature ("Effective Date"), and shall remain in effect for a period of one (1) year from the Effective Date, (Initial Term). Verizon Wireless shall have six (6) months from the Effective Date to complete the work necessary to provide the services required by this Agreement. This Agreement shall automatically renew on a month-to-month term ("Subsequent Term") unless written notice of termination is given by the terminating Party to the other Party not less than 30 days prior to the expiration of the Initial Term, or each Subsequent Term.

This Agreement may be terminated without liability: (i) at any time by both Parties upon mutual agreement; (ii) immediately, by Verizon Wireless if, by order of the FCC, wireless carriers no longer are required to translate 311 calls to governmental authorities; (iii) immediately by Verizon Wireless in the event the Requesting Entity fails to pay any amount due Verizon Wireless by the due date after delivery of written notice by Verizon Wireless that payment is due; (iv) immediately by Verizon Wireless if the Requesting Entity fails to fulfill any of its responsibilities set forth in Section 14 within 30 days of receiving written notice from Verizon Wireless of such failure; (v) immediately by either Party upon a material breach of this Agreement by the other Party if the material breach is not cured by the breaching Party within 30 days of receiving written notice of the breach; (vi) immediately by Verizon Wireless in the event the Requesting Entity discontinues, suspends or substantially curtails its provision of the 311 Service in the Service Area; (vii) immediately by Verizon Wireless in the event the Requesting Entity, or any agents used by it to provide the 311 Service, inappropriately discloses or abuses individually identifiable information about Verizon Wireless customers; or (viii) immediately by either Party in the event this Agreement, or any provision(s) contained herein, is found to violate any existing or future law, rules regulations, or orders of courts or governmental authorities of competent jurisdiction, as set forth in Section 18.

Termination shall be effective upon written notice of such termination, taking into account any required cure periods, by the terminating Party to the other Party; provided, however, that neither termination nor expiration of this Agreement shall relieve either Party of liabilities previously accrued under this Agreement. The liabilities that will survive expiration or termination will include: (i) all accrued payment obligations as set forth in this Agreement; and (ii) the rights and obligations of the Parties with regards to Sections 3, 5, 6, 7, 8, 10, 11, 15, 17 and 19.

5. Limitation of Liability: In no event shall Verizon Wireless be liable to the Requesting Entity, its employees, agents or any third party, for any indirect, incidental, consequential, special or exemplary damages, whether in an action of contract, negligence, strict liability or other tortious action, arising out of this Agreement. Both Parties recognize that this Agreement reflects a reasonable allocation of risks and that such allocation is a significant inducement for Verizon Wireless to provide the services described in this Agreement to the Requesting Entity.

6. Indemnification: The Requesting Entity shall defend, indemnify and save harmless Verizon Wireless and its directors, officers, employees and agents from any and all claims or demands whatsoever, including the costs, expenses and reasonable attorney's fees, incurred for any breach of the Requesting Entity's obligations under this Agreement or by any act or omission of the Requesting Entity in providing the 311 Service.

7. DISCLAIMER OF WARRANTIES: THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS A CONTRACT FOR THE PROVISION OF SERVICES AND THAT ANY GOODS PROVIDED HEREUNDER ARE ANCILLARY TO THE PROVISION OF THE REQUESTED SERVICES. ALL GOODS ARE PROVIDED "AS IS". FURTHER, THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO ANY GOODS OR SERVICES PROVIDED HEREUNDER. ADDITIONALLY, VERIZON WIRELESS EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL WARRANTIES, GUARANTEES OR REPRESENTATIONS WHATSOEVER, EXPRESS OR IMPLIED, ORAL, WRITTEN OR OTHERWISE, RELATED TO ANY EQUIPMENT, FACILITIES, FEATURES, REPAIR, MAINTENANCE AND TO ANY AND ALL GOODS AND SERVICES PROVIDED OR TO BE PROVIDED PURSUANT TO THIS AGREEMENT.

8. No Third Party Beneficiary Relationship or Liability Created: Verizon Wireless offers the services described in this Agreement solely as an aid in the Requesting Entity's provision of non-emergency public safety services pursuant to the FCC Order. Verizon Wireless' provision of the services described in this Agreement does not create any relationship or obligation, direct or indirect, to any person or entity other than the Requesting Entity.

9. Delay/Force Majeure: Verizon Wireless shall provide the services described in this Agreement pursuant to applicable law, rules and regulations, and any mutually agreed to implementation plan, but Verizon Wireless shall not be liable for any delays resulting from acts of God, acts of third parties, equipment failures, strikes, severe weather conditions, fires, riots, wars, earthquakes, equipment or facility shortages or any other causes beyond its reasonable control. The Parties further acknowledge that successful and timely provision of the 311 Service is contingent upon the timely performance of actions by and cooperation of many third parties, including, but limited to, actions that must be completed by the provider of the transmission links between Verizon Wireless and the Requesting Entity or between Verizon Wireless and any agents used by the Requesting Entity.

10. Assignment: The Requesting Entity may not assign any of its rights, nor delegate any of its obligations, under this Agreement without the prior written consent of Verizon Wireless. Verizon Wireless, however, may assign this Agreement to any third party without the consent of the Requesting Entity. All the terms and conditions of this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective permitted successors and assigns.

11. Dispute Resolution: In the event of a dispute between Verizon Wireless and the Requesting Entity, the Parties' respective project managers shall attempt in good faith to reach an agreement about the nature of the deficiency and the corrective action to be taken. If the project managers are unable to reach agreement, each of them shall produce a detailed report about the nature of the dispute for his or her appropriate management and senior level personnel who shall attempt to reach an agreement within 30 days of receipt of the report. If after 30 days the representatives of the Parties cannot agree upon a written plan of corrective action, or if the agreed-upon completion dates in the plan are exceeded, or if any action or judicial proceeding is permitted other than as contemplated by these provisions, each Party waives any right it may have to trial by jury and consents to the bringing of such action in a court with appropriate subject matter jurisdiction. Notwithstanding the foregoing, either Party may seek injunctive relief from any court having jurisdiction for suspected breach of Section 3.

12. Independent Contractor: Verizon Wireless' relationship with the Requesting Entity under this Agreement is that of an independent contractor.

13. Responsibilities of Verizon Wireless: Verizon Wireless shall:

- Make good faith efforts, based on the location of its MTSO to translate 311 calls in the Service Area to the number provided by the Requesting Entity.
- Make good faith efforts to implement the services described in this Agreement within six (6) months of the Effective Date.

14. Responsibilities of the Requesting Entity: The Requesting Entity shall:

- Establish and maintain a telephone number for the entire Service Area, and provide that number to Verizon Wireless, so as to enable Verizon Wireless to translate 311 calls within the Service Area to the Requesting Entity's designated call center. The Requesting Entity will be responsible for all costs associated with the establishment, operation and maintenance of such telephone number and call center. The Requesting Entity also will be responsible for ensuring that, even during peak calling periods and times of increasing call volumes, sufficient capacity is available in connection with such telephone number to enable 311 calls to be answered by the Requesting Entity's call center within a reasonable period of time.
- Have sole responsibility for obtaining approvals, authorization and consent from entities and/or jurisdictions affected by the request made by the Requesting Entity
- Have sole responsibility to answer, respond to, transfer, redirect, terminate or otherwise handle 311 calls made by Verizon Wireless customers in the Service Area and translated by Verizon Wireless to the number provided to Verizon Wireless by the Requesting Entity.
- Promptly furnish Verizon Wireless, at the Requesting Entity's expense, all technical material, data and like information reasonably requested by Verizon Wireless under this Agreement as necessary to provide the services described in this Agreement.
- Provide Verizon Wireless with prompt access to the Requesting Entity's premises if reasonably requested by Verizon Wireless as necessary to provide the services described in this Agreement.
- Cooperate with Verizon Wireless and all necessary third parties in all aspects of implementing, scheduling, testing, verifying, operating and maintaining the 311 Service.
- Develop and provide to Verizon Wireless, processes for receiving and responding to inquiries, complaints and requests for information from Verizon Wireless customers about the 311 Service. The Requesting Entity will provide Verizon Wireless with a telephone number that can be provided by it to customers with questions, concerns or other issues about the 311 Service.

15. Acknowledgements: The Parties acknowledge that:

- The terms and conditions set forth in this Agreement are for the Parties' mutual benefit and should encourage the efficient and cooperative deployment of the 311 Service.
- The Requesting Entity has no ownership rights in, or to the use of, the 311 abbreviated dialing code. Verizon Wireless also may, at any time and in its sole discretion, discontinue use of the abbreviated dialing code in connection with the 311 Service, and terminate this Agreement, without liability as set forth in Section 4.
- Verizon Wireless customers who make 311 calls using their wireless handsets in the Service Area will be charged by Verizon Wireless in accordance to the calling plans applicable to each such customer at the time of the calls. These charges are subject to change at any time, in the sole discretion of Verizon Wireless, in accordance with the agreements in place between Verizon Wireless and the customers.
- The 311 Service does not have any associated location based services.
- The relationship between Verizon Wireless and the Requesting Entity created by this Agreement is not exclusive.

16. Amendment/Modification: Any provision of this Agreement may be amended upon mutual agreement of the Parties, executed in writing, and the observance of any provision may be waived only in writing signed by a duly authorized representative of the Parties. Verizon Wireless may also modify this Agreement upon 30 days written notice to the Requesting Entity: (i) if there is a change in applicable law, rules or regulations or the FCC Order; or (ii) if Verizon Wireless should sell or otherwise dispose of all or part of its wireless service licenses for the provision of wireless service in any portion of the Service Area.

17. Governing Law: The laws of the state where the Requesting Entity is based shall govern this Agreement except as otherwise provided for herein, except for matters within the exclusive jurisdiction of the FCC or federal law, rules or regulations.

18. **Severability:** If any provision(s) of this Agreement is determined to be invalid or contrary to any existing or future law, rules or regulations in any jurisdiction, or any order of a court of competent jurisdiction or other governmental authority of competent jurisdiction, such invalidity shall not impair the operation of any other provision(s) in this Agreement or affect the operation of that provision(s) in any other jurisdiction. To the extent a provision(s) cannot be severed from this Agreement without substantially diminishing the economic value of this Agreement to a Party, that Party may terminate this Agreement consistent with Section 4.

19. **Headings:** The headings and captions of this Agreement are inserted for convenience and identification only and are in no way intended to define, limit or expand the scope and intent of this Agreement. Where the context so requires, the singular shall include the plural. The references in this Agreement to "Section" or "section" are to sections of this Agreement unless the context clearly requires otherwise.

20. **Notices:** All notices required by this Agreement must be in writing and delivered via United States mail, postage prepaid, courier or facsimile with confirmation receipt to the persons and addresses set forth beneath the signature blocks. Notices will be deemed effective upon receipt.

21. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the 311 Service.

SIGNATURES:

By signing below, each represents that he/she is authorized to commit their organization to the Service set forth in this Agreement.

CITY OF JACKSONVILLE:

Signature: _____
Printed Name: _____
Title: _____
Date: _____

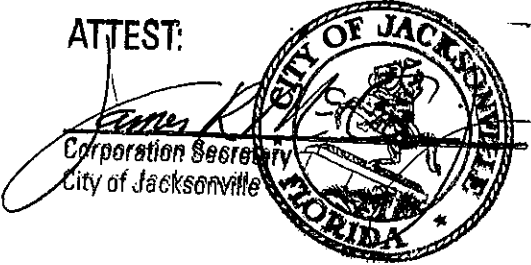
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS:

Signature: [Signature]
Printed Name: Mariano Legaz
Title: President – Florida Region
Date: 12/18/14

CITY OF JACKSONVILLE:

Signature: [Signature]
Printed Name: ALVIN BROWN
Title: Mayor
Date: 1/21/2015

ATTEST:



Form Approved:
By: [Signature]
Office of General Counsel

Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

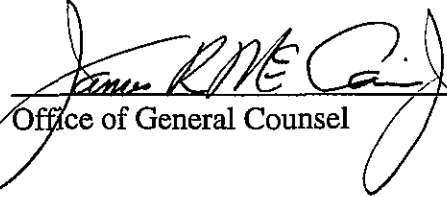


Director of Finance

City Contract Number: 7720-25

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Form Approved:



Office of General Counsel

VERIZON WIRELESS:

Name: Jon Greaves

Address: One Verizon Place, 1A3-ENT

City: Alpharetta

Phone Number: (678) 339-4221

Daily Operations Contact

State: GA

ZIP: 30004

Email: jon.c.greaves@vzw.com

REQUESTING ENTITY:

Name: Michael Rooney

Address: 214 North Hogan Street, 9th Floor

City: Jacksonville

Phone Number: (904) 255-8428

Daily Operations Contact

State: FL

ZIP: 32202

Email: mrooney@coj.net

Service Area requested: Countywide, Duval County Florida

EXHIBIT A –TELEPHONE NUMBER AND SERVICE AREA

TRANSLATION Telephone Number: (904) 630-2489

Service Area (by County): Countywide, Duval County Florida

Please Note: These counties are not depictions of actual wireless service availability or wireless coverage. The Service Area contains areas with no service. The 311 Service is subject to network and transmission limitations, including cell site unavailability, particularly in remote areas. Customer equipment, weather, topography and other environmental considerations associated with radio technology also will affect the 311 Service. Voice clarity and reception may vary near coverage boundaries. Additionally, voice clarity and reception may vary significantly within buildings depending on location or building structure.