

AN ORDINANCE TO AUTHORIZE AND APPROVE A SERVICE AGREEMENT BETWEEN THE CITY OF WILMINGTON AND VERIZON DELAWARE LLC FOR N11 DIALING SERVICE FOR VERIZON'S TELEPHONE EXCHANGE END-USER SUBSCRIBERS

#0147

Sponsor:

**Council
Member
Johnson**

WHEREAS, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of personal property or the rendering of services for a period of more than one year if approved by City Council by ordinance; and

WHEREAS, the City would like to enter into a service agreement with Verizon Delaware LLC ("Verizon") to purchase N11 dialing service to allow Verizon's telephone exchange end-user subscribers access to non-emergency City services by dialing the abbreviated telephone number "311" (the "Agreement"), a copy of which Agreement, in substantial form, is attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, the proposed Agreement is a month-to-month agreement that may be terminated by the City on thirty (30) days' notice and by Verizon on sixty (60) days' notice, at a price not to exceed Five Thousand Dollars (\$5,000.00) per year; and

WHEREAS, it is the recommendation of the Department of Information Technologies that the City enter into the Agreement with Verizon.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON
HEREBY ORDAINS:**

SECTION 1. The Agreement between the City and Verizon Delaware LLC, a copy of which, in substantial form, is attached hereto as Exhibit "A", with a month-to-month duration that may be terminated by the City upon thirty (30) days' notice and by Verizon on sixty (60) days' notice, at a price not to exceed Five Thousand Dollars (\$5,000.00) per year, is hereby approved, and the Mayor, or his designee, is hereby authorized to execute as many

copies of the Agreement, as well as to take all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall become effective upon its passage by City Council and approval by the Mayor.

First Reading..... March 3, 2022
Second Reading..... March 3, 2022
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2022.

Mayor

SYNOPSIS: This Ordinance authorizes the City to enter into a service agreement with Verizon Delaware LLC for N11 dialing service to allow Verizon’s telephone exchange end-user subscribers to access non-emergency City services by dialing the abbreviated telephone number “311”.

FISCAL IMPACT STATEMENT: The fiscal impact of this Ordinance is a month-to-month contract with a price not to exceed Five Thousand Dollars (\$5,000.00) per year.

W0116571

EXHIBIT A



SERVICE AGREEMENT

Customer Name	City of Wilmington ("Customer")	Main Billing Tel. No:	302 571-4100 410
and address:	800 N French St Attn: Demond May 800 N French St Wilmington, DE 19801	ICB Case No.	2016-916370

Services. Customer hereby requests and agrees to purchase from the Verizon company identified in the applicable Exhibit ("Verizon") the services identified in Exhibit A attached to this Agreement, and as further described in Verizon's applicable tariffs, and Verizon's guides for detariffed local services provided by the incumbent local exchange providers, including but not limited to the Administrative Guidelines and the Product Guide, both of which are incorporated herein by reference as applicable (the "Services"), for the service period stated in the Exhibit applicable to such Service (the "Service Period"), subject to Verizon's receipt of any necessary regulatory and other governmental approvals required to provide the Services under the terms hereof. The tariffs and guides can be viewed at <http://www.verizon.com/tariffs/productguide>. References made to "tariff", "tariffs", and "tariffed rates terms and conditions" in the Agreement and the Exhibit A shall include the applicable guide except where the context indicates the reference is not applicable to detariffed Service. The Services will be provided under the terms of this Agreement to the Customer locations specified in the attached Exhibit.

Charges. Customer will pay the rates and charges set forth in the attached Exhibit and in any Addendum made a part hereof, and shall also pay all applicable taxes, fees, and charges, including Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Services. 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. Any tariffed back billing limitations applicable to the Services shall not apply.

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 Services, 6415-6455 Business Center Drive, Highlands Ranch, Colorado 80130, Attn: Customer Service, with a copy to Verizon Business Services, Attn: Vice President, Legal, 500 Summit Lake Drive, Office 4-04, Valhalla, New York 10595. Notices shall be deemed effective five business days after such mailing.

Miscellaneous.

- (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable law, regulation, or filing requirements.
- (b) In the event of any claim or dispute, the laws 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) No liability 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.
- (d) If any provision of 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, or does not receive any governmental or regulatory approval required by law in any state or jurisdiction, then 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.
- (e) 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 Service 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.
- (f) Except as otherwise required by applicable law or regulation, the Service provided hereunder may not be resold by Customer.

(g) Termination of this Agreement or a Service for any cause shall not release either party from any liability which at the time of termination had already accrued or which thereafter accrues for any act or omission occurring prior to the termination or from an obligation which, by its nature, survives termination.

(h) The terms and conditions of this Agreement, including the Exhibit(s), will not be modified or amended by any purchase order document issued by Customer (whether signed by one or both parties). Any terms and conditions contained in such Customer purchase order document shall be void and of no effect.

(i) A party may bring no action or claim arising out of this Agreement, including any claim for under-billing or overbilling, more than one (1) year after the cause of action has accrued. The parties waive the right to invoke any different limitation on the bringing of actions under state or federal law.

Customer Consent to Use of CPNI (Not Applicable to Arizona Customers). In order to better serve Customer by offering additional products and services, Verizon, Verizon Wireless and their affiliates (the "Verizon Companies") may need to use and share certain Customer information as described herein. The Federal Communications Commission ("FCC") and various states require the Verizon Companies to protect information relating to the quantity, technical configuration, type, destination, location, and amount of use of their customers' telecommunications and interconnected VoIP services purchased from the Verizon Companies, and related local and toll billing information ("CPNI"). The Verizon Companies acknowledge that, under law, they have a duty to protect, and Customer has a right to protection of, the confidentiality of CPNI. By signing this Agreement, Customer grants the Verizon Companies permission to use, to permit access to, and to disclose Customer's CPNI and other Confidential Information among the Verizon Companies and to their agents, contractors and partners, solely so they can offer Customer their current and future products and services. Customer represents that it has the authority to consent, and does consent, on behalf of its current and future affiliates that receive services and products from the Verizon Companies, that the Verizon Companies may use, disclose, and permit access to CPNI and Confidential Information as stated above; and may disclose CPNI and Confidential Information of any affiliate participating hereunder to Customer upon Customer's request. Customer may withdraw or limit its consent at any time via email at cpni-notices@verizon.com. This is the only way to withdraw consent for the Verizon Companies' use and sharing of Customer's CPNI and Confidential Information, as described above, and all other notices and elections for consenting or withdrawing consent are superseded by this notice and consent. Customer's consent will remain valid until Verizon receives a notice withdrawing consent. Withdrawal or limitation of consent will not affect the provision of services to Customer.

Protection of Customer CPNI and Provision of Customer CPNI to Authorized Customer Representatives.

(a) Verizon will protect the confidentiality of Customer CPNI in accordance with applicable laws, rules and regulations. Verizon may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations or this Agreement.

(b) Provided that Customer is served by at least one dedicated Verizon representative under the Service Agreements (that can be reached by Customer by means other than calling through a call center) and as permitted or required by applicable law, Verizon may provide Customer CPNI (including, without restriction, call detail) to representatives authorized by Customer ("Authorized Customer Representatives" as defined below) in accordance with the following.

(c) Verizon may provide Customer CPNI to Authorized Customer Representatives via any means authorized by Verizon that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to the Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, to the Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, to the Customer's postal (US Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or via Verizon's on-line customer portal or other on-line communication mechanism.

(d) Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Verizon, who have existing relationships on behalf of Customer with Verizon customer service, account, or other Verizon representatives and all other persons authorized in written notice(s) (including email) from Customer to Verizon. Authorized Customer Representatives shall remain such until Customer notifies Verizon in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and will cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Verizon in connection with disclosure of Customer CPNI to Authorized Customer Representatives.

(e) Customer's notices of authorization or deauthorization must be sent to your service or account manager, and must contain the following information:

- the name, title, postal address, email address, and telephone number of the person authorized or deauthorized
- that the person is being authorized, or is no longer authorized, (as applicable) to access CPNI
- the full corporate name of the Customer whose CPNI (and whose affiliates' CPNI) the person can access (or can no longer access, if applicable)

(f) During the Service Agreements, Customer will at all times have designated, below, in an attachment containing the same data elements listed below, or in a separate writing sent to the service manager or account manager, up to three representatives (“CPNI Authorizers”) with the power to authorize Customer representatives to access CPNI under this Agreement. Additions or removals of CPNI Authorizers will be effective within a reasonable period after Verizon has received a signed writing of the change, including the affected person(s)’ name, title, postal address, email address and telephone number.

Name	Title	Tel. No.	Email	Postal Address

Tariffs and Limitation of Liability. The terms and conditions that shall apply in connection with these Services, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the applicable state regulatory commission and/or the Federal Communications Commission. In no event shall Verizon be liable for any special, indirect, incidental, or consequential damages arising in connection with this Agreement or the provision of any Services, whether claim is sought in contract, tort (including negligence), strict liability or otherwise. This Agreement (including the Exhibits attached hereto and any Addenda made a part hereof) and all applicable tariffs constitute the entire agreement between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

AGREED AND ACCEPTED:

City of Wilmington (Customer)

By _____

Name/Title _____

Date _____

Verizon company name: Verizon Delaware LLC (referred to in this Exhibit as “Verizon”)

State: DE

Customer name: City of Wilmington

ICB Case No.: 2016-916370

1. **Services.** Customer agrees to purchase the following Services from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to prevailing tariff rates and charges, or if no tariff is applicable, at Verizon’s then-current retail rate. Customer shall provide to Verizon at each Customer location suitable and secure space, with suitable environmental conditions and uninterruptible power supply, building entrance facilities and conduit, for placement of the facilities and equipment to be used by Verizon to provide such Service.
2. **Service Description.** N11 Dialing Service (“Service”) is an optional, intraLATA, local voice grade exchange communications service that allows the Company’s telephone exchange end-user subscribers or other calling parties that have local exchange service from the Company’s central office switched dial tone, to reach an N11 Customer (defined below) by dialing an abbreviated telephone number. (This includes end-user subscribers of the Company’s local exchange service as well as calling parties served by the Company’s local exchange services resold by other local exchange service providers.) This Service will automatically route the N11 call to a terminating telephone number, which Customer must provide in the form of a local access number or toll free number.

“N11” refers to a nationally assigned three digit abbreviated dialing code. The Federal Communications Commission has ordered that certain N11 numbers be assigned for national purposes and specific uses. The following abbreviated dialing codes, the uses for the code and classification of Customers permitted to use such numbers and purchase the Company’s N11 Dialing Service(s) (“N11 Customer(s)”) are listed below:

211 - Access to non-emergency community information and referral services. This code is assignable only to authorized community and social service providers of information and referrals.

311 - Access to non-emergency state or local government services. This code is assignable only to local or state government agencies.

511 - Access to travel information services. This code is assignable only to federal, state or local government transportation agencies.

Customer is purchasing 311 Service under this Agreement.

3. **Rates and Charges.** The rates for N11 Service are set forth below. Customer also shall pay all applicable taxes, fees, surcharges, and other charges, including but not limited to Federal End User Common Line Charges that are applicable under law, regulations, the Guide, or the Tariffs.

Service Rate Element	Quantity	Unit MRC	Unit NRC
N11 System Configuration per N11 Code, per Customer	1	\$60.00	N/A
Service Establishment Charge per N11 Service Configuration, per Customer	1	N/A	\$1,700.00
Initial Programming Charge per Company Central Office	3	N/A	\$150.00
Subsequent changes to Routing Telephone Number (“RTN”) per each RTN, per occurrence		N/A	\$25.00

Notes:

- i) The rates above are in addition to charges for other applicable services required for transporting and terminating messages at the N11 Customer’s Call Center (e.g., Dial Tone lines, PBX trunks, CentraNet services lines, Foreign Exchange service, 800 number types’ service, etc.),

- ii) Nonrecurring charges are not applicable to existing services. Any new services installed under this agreement are subject to applicable nonrecurring charges.
- iii) Upon ninety (90) days notice to Customer, Verizon, in its sole discretion, may revise the rates set forth in this Exhibit.

4. Service Period. Customer shall purchase such Services on a month to month basis following the execution of this Agreement, installation of the Service (if not previously installed and cutover), and receipt of all necessary regulatory and other governmental approvals that may be required prior to the provision of such Services under the terms hereof until the Services are terminated by either party upon written notice to the other: Notification by Customer will be effective on 30 days' notice; notification by Verizon will be effective on 60 days' notice. For avoidance of doubt, the terms and conditions of the Agreement will continue in effect for such Services until disconnection.

5. Termination Charges. Termination charges do not apply to this Agreement.

6. 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. Detariffing. In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Service to the same extent as such tariffs applied hereunder prior to such detariffing.

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 only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by Verizon without application of the termination charges described above.

d. Verizon can only make the N11 number code available to end-users located in Verizon local telephone service exchanges. To establish access to the N11 number code for use by end-users in non-Verizon local exchanges, the N11 customer must make appropriate arrangements with the local exchange service provider companies serving those local exchanges. The N11 customer must also independently make arrangements with wireless and voice over internet protocol service providers in order for the N11 number code to function within the networks of such service providers.

e. There can only be one N11 customer (one for each type of abbreviated dialing code set out above) in each designated geographic area. N11 dialing service areas may not overlap. As requests are submitted by qualifying entities for N11 number assignments for use with Verizon's N11 dialing service, Verizon will provide such services on a first come, first service basis.

f. The N11 customer shall make written application to Verizon for the N11 dialing service desired specifying which Verizon local exchanges are to be routed to the N11 customer.

g. All calls originating within an operational N11 dialing service area will be routed to a N11 customer. Verizon's local exchange boundaries may not match exactly with the boundary of the subscriber's requested service area, e.g. county boundaries. In these cases, calling parties could have access to another county and/or areas provider instead of their own county and/or area.

h. Verizon in its sole discretion may change or eliminate local exchange service areas.

i. N11 dialing service will not provide calling number information in real time to the N11 customer. If the N11 customer needs this type of information, the N11 customer must separately subscribe to a compatible Calling Number Identification service. Verizon is not liable for any claims based on incorrect or unavailable calling number information.

7. Locations. The Services shall be provided to Customer under the terms hereof at the following locations.

800 N French St Wilmington, DE 19801