

Introduced July 6, 2009  
Public Hearing July 20, 2009  
Council Action July 30, 2009  
Executive Action August 3, 2009  
Effective Date August 3, 2009

## County Council Of Howard County, Maryland

2009 Legislative Session

Legislative Day No. 8

Bill No. 38 -2009

Introduced by: The Chairperson at the request of the County Executive

AN ACT pursuant to Section 612 of the Howard County Charter, approving a contract between Howard County, Maryland and Verizon Business Network Services Inc., on behalf of Verizon, Maryland, Inc., for the purchase of phone lines and related phone service.

Introduced and read first time July 6, 2009. Ordered posted and hearing scheduled.

By order Stephen M LeGendre  
Stephen LeGendre, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on July 20, 2009.

By order Stephen M LeGendre  
Stephen LeGendre, Administrator

This Bill was read the third time on July 30, 2009 and Passed ☒, Passed with amendments ☐, Failed ☐.

By order Stephen M LeGendre  
Stephen LeGendre, Administrator

Sealed with the County Seal and presented to the County Executive for approval this 31<sup>ST</sup> day of July, 2009 at 10 a.m.

By order Stephen M LeGendre  
Stephen LeGendre, Administrator

☒ Approved/Vetoed by the County Executive August 3, 2009

Ken Ulman  
Ken Ulman, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN SMALL CAPITALS indicates additions to existing law; Strike-out indicates material deleted by amendment; Underlining indicates material added by amendment

1           **WHEREAS**, Howard County, Maryland (the "County") requires a contract for phone  
2 lines and related service on those lines; and

3  
4           **WHEREAS**, Verizon Maryland, Inc. ("Verizon") provides phone lines and the service on  
5 those lines and, more specifically, Verizon can provide 4-digit dialing for internal users; and

6  
7           **WHEREAS**, the County desires to enter into a Service Agreement, substantially in the  
8 form attached as Exhibit 1, with Verizon Business Network Services Inc., on behalf of Verizon,  
9 Maryland, Inc.; and

10  
11           **WHEREAS**, the Service Agreement requires the payment of funds from an appropriation  
12 in a later fiscal year and therefore requires County Council approval as a multi-year agreement  
13 pursuant to Section 612 of the Howard County Charter.

14  
15           **NOW, THEREFORE,**

16  
17    *Section 1. Be It Enacted by the County Council of Howard County, Maryland that in*  
18 *accordance with Section 612 of the Howard County Charter, it approves the Service Agreement*  
19 *between Howard County and Verizon Business Network Services Inc., on behalf of Verizon,*  
20 *Maryland, Inc., substantially in the form set forth in Exhibit 1 attached to this Act.*

21  
22    *Section 2. And Be It Further Enacted by the County Council of Howard County, Maryland that*  
23 *the County Executive is hereby authorized to execute the Service Agreement in the name of and*  
24 *on behalf of the County.*

25  
26    *Section 3. And Be It Further Enacted by the County Council of Howard County, Maryland that*  
27 *this Act shall be effective immediately upon its enactment.*

**SERVICE AGREEMENT**  
(Intrastate ICB)

Routing Code: 5V

Customer Name	Howard County, Maryland ("Customer")	Main Billing Tel. No:	410-461-1661
and address:	9250 Bendix Road, Columbia, MD 21045	ICB Case No.	2009-482131

**Services.** Customer hereby requests and agrees to purchase from the Verizon company(ies) identified in the applicable Exhibit(s) ("Verizon") the services identified in Exhibit A attached to this Agreement, and in any Addendum expressly made a part hereof, and as further described in Verizon's applicable tariffs, (the "Services") for the service period stated in the Exhibit or Addendum 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 Services will be provided under the terms of this Agreement to the Customer locations specified in the Exhibit(s) and Addenda attached to or made a part hereof.

**Charges.** Customer will pay the rates and charges set forth in the attached Exhibit(s) and in any Addendum made a part hereof, and shall also pay all applicable non-exempt 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(s) and Addendum(a). Any tariffed back billing limitations otherwise applicable to the Services shall not apply under this Agreement.

**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. Notices shall be deemed effective five business days after such mailing.

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

(b) In the event of a claim or dispute, the law and regulations of the jurisdiction in which Verizon provides to Customer the particular Service that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(c) 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 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.

(f) Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer.

**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. Verizon's liability shall be limited to direct damages not to exceed the purchase price of the specific equipment, software or services giving rise to the claim. 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:**

Howard County, Maryland

By \_\_\_\_\_

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

Date \_\_\_\_\_

Verizon Business Network Services Inc. on behalf of  
Verizon Maryland Inc.

By \_\_\_\_\_

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

Date \_\_\_\_\_



**Exhibit A**

Verizon company name: Verizon Maryland Inc. (referred to in this Exhibit as "Verizon")  
 State: Maryland  
 Customer name: Howard County, Maryland  
 ICB Case No.: 2009-482131

**USAGE AND PRIMARY RATE INTERFACE BUNDLED SOLUTION**

**1. Service.** Customer agrees to purchase the Services set forth below in Section 3 from Verizon at the rates set forth below and in quantities set forth below for the Service Period identified herein. 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. Services are available to Customer only if Customer has annual total communications billings in excess of \$100,000 and billings for current and proposed services provided by Verizon of \$10,000 or more. Customer represents that it satisfies this requirement.

**2. Service Period.** Customer shall purchase the Services as set forth below for a period of twenty-four (24) consecutive months following the execution of this Agreement, installation of Services (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 ("Service Period").

**3. Rates and Quantities.** The rates herein are contingent upon Customer maintaining an average quantity of Service in service each month during each one (1) year period of the Service Period sufficient to meet the Monthly Minimum Line Commitment set forth below. The Customer may subscribe to additional circuits within established systems serving existing addresses during the service period in accordance with the rates, terms and conditions contained herein provided installed capacities for loop facilities and switch components are available for such additional circuits. The service period for all such additional circuits shall be coterminous within the service period set forth herein, unless the parties agree otherwise in writing. Should major additional loop facilities and/or switch components be required, resulting from growth within the existing addresses, Verizon will review the effect of these elements to determine if contract modifications are necessary. Likewise, should new services be required to additional addresses within the established fundamental wire center boundaries, Verizon will review the effect of these elements for the necessary contract modifications.

Monthly Minimum Line Commitment: 10 Lines

<u>Quantity</u>	<u>Service Item</u>	<u>Monthly Unit Rate (Ea)</u>	<u>Non-Recurring Charges</u>
15	ILEC IntelliLinQ PRI Arrangement Volume, w/ PRI DID Trunk Package w/ Virtual Flat Rate /20,000 local usage, Caller ID	\$525.00	Waived
	<b>Optional Features</b>		
	DID Trunks	\$0.0	Waived
	Call by Call Arrangement	\$0.0	Waived
	Call by Call Trunks	\$0.0	Waived
	Caller ID with Name	\$20.00	Waived
	Centrex Intercom Feature	\$60.00	Waived
	Federal Subscriber Line Charge (these are tariff rates that are subject to change throughout the contract term)	Tariff	N/A
	End User Port Charges (these are tariff rates that are subject to change throughout the contract term)	Tariff	N/A

The Monthly Unit Rate includes: (a) DID trunk terminations and call by call; and (b) up to an average of 20,000 local usage minutes per PRI for each month during each one (1) year of the Service Period.



Non recurring Charges (NRCs) are not applicable for initial Service installation. Local tariff NRCs will be waived for the installation of new circuits over the term of the contract. Applicable tariff NRCs will apply to any move or relocation of an existing Service or change to initial Customer configuration including PRI Optional Feature installations. PRI Optional Features may be ordered at any time during the Service Period.

**5. Annual Review.** This Service Agreement is contingent on Customer maintaining its Monthly Minimum Line Commitment and on paying additional usage charges if Customer exceeds its allocated usage minutes. Customer's compliance with such requirements shall be measured on an annual basis as set forth below. If Customer does not maintain its Minimum Monthly Line Commitment or exceeds its allocated usage minutes, Customer agrees to pay to Verizon any charges so resulting within thirty (30) days of billing such charges.

(a) **Monthly Minimum Line Commitment.** If during any one (1) year of the Service Period Customer does not purchase sufficient quantities of Service to meet an average quantity of Service equal to the Monthly Minimum Line Commitment for such one (1) year period, Customer shall pay to Verizon an amount equal to the difference between the average Monthly Minimum Line Commitment and the year-to-date average quantity of all lines in service for such one (1) year period multiplied by the Monthly Unit Rate multiplied by twelve (12).

(b) **Additional Usage Charges, year one (1) of the Service Period and each year thereafter.** If Customer's total local usage minutes billed by Customer's billing telephone numbers ("BTN") specified below exceeds an average (total minutes of use billed and divided by twelve (12)) per line per month of 20,000 local usage minutes during any one (1) year of the Service Period, Customer shall pay to Verizon additional usage charges at a rate of \$.016 per local usage minute for each such one (1) year period ("Additional Usage Charges").

## **6. Termination And Termination Charges.**

(a) At each annual anniversary of the commencement of the Service Period ("Annual Anniversary Date"), Customer may terminate this Agreement without liability for termination charges by providing Verizon with at least sixty (60) days written notice prior to the Annual Anniversary Date. If Customer provides such notice, the Agreement shall terminate on the anniversary date of the commencement of the Service Period and Customer shall pay for Services rendered up to the date of termination plus any amounts that may be due Verizon pursuant to paragraph 5 above.

(b) If this Agreement is terminated for any reason except as set forth in (a) above prior to the expiration of the Service Period, Customer shall pay Verizon termination charges as follows: the sum of \$525.00 per average Lines in Service multiplied by the number of months that the terminated lines have been in service.

(c) Termination charges are not applicable to PRI Optional Features.

## **7. Additional Provisions.**

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

b. **Service Continuation.** (i) If, at the time of expiration of the Service Period, a new agreement or tariffed service arrangement with Verizon for the Services is not effective as defined above and Customer has not requested, in writing, disconnection of the Services, then the Services will be reverted to applicable tariff or other Commission-authorized rate(s) for the minimum service commitment period available. The applicable tariff or other Commission-authorized service arrangement will govern the service arrangement prospectively, including rates, terms and conditions, which may include charges for termination prior to the end of the minimum tariff service commitment period. If there is no applicable tariff or other Commission-authorized service arrangement, then the Service will be subject to disconnection upon the expiration of the Service Period of this Agreement. If, upon expiration of the Service Period, there is a delay in reverting rates to the applicable tariff or other Commission-authorized rate(s), or in disconnecting the Services if no tariff or Commission-authorized service arrangement is available, the Service Period shall be deemed temporarily extended on a month-to-month basis until such reversion of rates or disconnection of Services is completed. In no event, however, will such temporary extension of the Service Period continue more than twelve (12) months after the expiration of the initial Service Period. (ii) If Customer indicates to Verizon in writing that it desires to negotiate a new contract or tariffed service arrangement to continue or replace the Services provided for herein, the Service Period shall automatically be extended for a period not to exceed sixty (60) days from the end of the initial Service Period to allow the parties to finalize a new agreement or to transition to a tariffed service arrangement. Written notice must be provided by Customer at least thirty (30) days prior to the end of the Service Period. For purposes of this paragraph only, written notice may be by facsimile or electronic mail.

c. **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.

d. **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.

e. Verizon, at its discretion, may void this Agreement if this Agreement is not signed and dated by Customer on or before August 31, 2009.

8. Location(s). The Services and charges set forth in this Exhibit A are available to Customer at the following billing telephone numbers and locations. Prevailing tariff rates or, if no tariff is applicable, Verizon's then-current retail rate applies to all other Customer billing telephone numbers and locations. Other Customer billing telephone numbers and locations may be added to this Agreement only upon mutual assent of the parties.

2180 SCOTT WHEELER DR MARIOTTSTVILLE MD  
3430 COURT HOUSE DR ELLICOTT CITY MD  
6751 COLUMBIA GATEWAY DR COLUMBIA MD  
7178 S COLUMBIA GATEWAY DR COLUMBIA MD  
8900 COLUMBIA 100 PKWY COLUMBIA MD  
8930 STANFORD BLVD COLUMBIA MD  
9104 GUILFORD RD COLUMBIA MD

4107922003547  
4104611507101  
4104651271402  
4103136300964  
4104611661409  
4104652381795  
4104802587309  
4104652041478  
4104612027139



BY THE COUNCIL

This Bill, having been approved by the Executive and returned to the Council, stands enacted on August 3, 2009.

Stephen M. LeGendre  
Stephen M. LeGendre, Administrator to the County Council

BY THE COUNCIL

This Bill, having been passed by the yeas and nays of two-thirds of the members of the Council notwithstanding the objections of the Executive, stands enacted on \_\_\_\_\_, 2009.

Stephen M. LeGendre, Administrator to the County Council

BY THE COUNCIL

This Bill, having received neither the approval nor the disapproval of the Executive within ten days of its presentation, stands enacted on \_\_\_\_\_, 2009.

Stephen M. LeGendre, Administrator to the County Council

BY THE COUNCIL

This Bill, not having been considered on final reading within the time required by Charter, stands failed for want of consideration on \_\_\_\_\_, 2009.

Stephen M. LeGendre, Administrator to the County Council

BY THE COUNCIL

This Bill, having been disapproved by the Executive and having failed on passage upon consideration by the Council stands failed on \_\_\_\_\_, 2009.

Stephen M. LeGendre, Administrator to the County Council

BY THE COUNCIL

This Bill, the withdrawal of which received a vote of two-thirds (2/3) of the members of the Council, is withdrawn from further consideration on \_\_\_\_\_, 2009.

Stephen M. LeGendre, Administrator to the County Council