

## District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/794-2221

Heather Fiorentino, Superintendent


[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

Department of Purchasing  
Kendra Goodman, CPPO, CPPB, Purchasing Agent  
813/794-2221 Fax: 813/794-2111  
727/774-2221 TDD: 813/794-2484  
352/524-2221 e-mail: [kgoodman@pasco.k12.fl.us](mailto:kgoodman@pasco.k12.fl.us)

January 24, 2012

### MEMORANDUM

**To:** Honorable School Board Members

**From:** Kendra Goodman, CPPO, CPPB, Purchasing Agent 

**Subject:** Verizon Business Network Services for Point-to-Point DS1 Services

The Information Services Department currently has an agreement with Verizon Business Network Services (Verizon) for providing each school with telephone service, known as point-to-point DS1. DS1 lines transmit voice and data between District locations. The current term of this annual agreement will expire on January 29, 2012.

John Simon, Director of Information Services and Chris Jackson, Supervisor of Information Services, are requesting renewing the agreement with Verizon for another year. See attached memo for additional information. The attached contract is the same agreement the District entered into in the past. There is a cost savings to the district for entering a yearly agreement with Verizon, rather than paying for these services on a month-to-month basis. The annual cost for this service will be \$30,791.10 and will be paid from utility funding.

As the overwhelming majority of devices enabling DS1 services are considered high technology under DOE Rule 6A-01.012(14), the district is permitted to directly negotiate a contract for these services. Additionally, the services are being provided under tariff by a utility controlled by the Public Service Commission (DOE Rule 6a-1.012[12][g]). We are requesting Board approval of the next contract term which will be January 30, 2012 – January 29, 2013.

Should you have any questions or concerns, please contact Chris Jackson or me at your earliest convenience.

KDG/mw  
Attachments



## District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/ 794-2000

Heather Fiorentino, Superintendent

[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

---

Date: January 11, 2012

To: Kendra Goodman, Purchasing Agent

From: Chris Jackson, Supervisor of Information Services *CLJ*  
John Simon, Director of Information Services *JS*

Subject: Verizon Point-to-Point DS1

The Information Services department currently has point-to-point DS1 circuits to each school. These point-to-point circuits provide each site with telephone service. We are recommending that the District continue using a twelve month agreement with Verizon for our point-to-point DS1 circuits. There is a cost savings for taking advantage of a twelve month term. There is not an adverse risk to the District since we are not planning to terminate early.

If you have any further questions, please call me at X42926.

## Exhibit A

Verizon company name: Verizon Florida LLC (referred to in this Exhibit as "Verizon")

State: Florida

Customer name: District School Board of Pasco County

ICB Case No.: 2011-592460

### DS1/DS3 Private Line Services

**1. Services and Rates.** Customer agrees to purchase the following Service 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, under separate individual case basis agreement or formal amendment to this Agreement. 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.

Minimum Quantity	Service Item	Non-Recurring Charges	Monthly Unit Rate (Each)	Total Monthly Rate
144	DS1 Special Access Line	N/A	\$144.00	\$ 20,736.00
134	DS1 Transport per termination	N/A	\$ 22.00	\$ 2,948.00
923	DS1 Variable IOF Mileage	N/A	\$ 7.70	\$ 7,107.10
	<b>TOTAL THIS ICB</b>			<b>\$30,791.10</b>

- (i) Nonrecurring charges are not applicable for initial Service installation. Applicable tariff nonrecurring charges will apply to any move or relocation of an existing Service or change to initial Customer configuration.
- (ii) Interoffice Mileage (IOF) applies when local customer serving office is different from the installed Private Line serving office.
- (iii) Additional charges may be required if suitable facilities are not available to provide Service at any locations. Special construction charges are not included in the above rates.
- (iv) Any mileage quantities identified above shall be deemed initial estimates only and billing for mileage charges will be based on actual mileage.
- (v) Each DS 1 will have Clear Channel Capability.

**2. Effective Date/Regulatory Filing and Review.** This Agreement, and any subsequent amendment(s), shall be effective upon execution by both parties.

**3. Service Period.** Customer shall purchase the Service for a period of twelve (12) consecutive months following the execution of this Agreement, the 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 Service under the terms hereof ("Service Period"). Customer shall have the option to renew this Agreement at the same rates, terms and conditions for two (2) additional one (1) year periods upon mutual written agreement of both parties. After the first month of the Service Period, Customer may order additional Service at the rates set forth above plus a Non-Recurring Charge of \$599.00. Special Construction charges will apply in addition to these rates if special construction work is required. The Service Period for all Service ordered hereunder shall be coterminous. Termination charges will apply to all Service disconnected prior to the end of the Service Period.

**4. Minimum Commitment and Shortfall.** The rates herein are contingent upon Customer purchasing at least the quantity of Service set forth above as the Minimum Quantity. Verizon will review Customer's account on each annual anniversary of the commencement of the Service Period and if the quantity of Service installed is less than the Minimum Quantity, Customer shall pay to Verizon an amount equal to the difference between the amount actually billed and paid for such Service and the amounts that would have been billed hereunder for that Service had Customer satisfied the applicable Minimum Quantity for such Service ("annual review"). Hereinafter, such amounts due Verizon shall be referred to as the "Shortfall Amounts". Verizon will issue an invoice to Customer for any Shortfall Amounts due hereunder.

**5. Termination Charges.** If Customer cancels this Agreement in whole or in part or terminates any Service prior to the expiration of the Service Period, Customer shall pay to Verizon a termination charge equal to twenty-five (25%) of the applicable monthly rate for the terminated Service multiplied by the number of months remaining in the unexpired portion of the Service Period. Any such termination liability charge shall be due and payable in one lump sum within thirty (30) days of billing. 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. Termination charges will not apply if an exception contained in Verizon's applicable tariff applies.

**6. Technology Upgrade.** If, at any time after the completion of twelve (12) months of the Service Period, Verizon offers to the public a modification, enhancement or improvement to this Service that increases the speed, bandwidth or capacity of this Service ("Upgrade") and such Upgrade is available in the areas of Customer's locations, Customer may request such Upgrade in replacement of all or a portion of this Service at the Customer's locations without termination liability for the replaced Service, provided that (i) Customer subscribes to the Upgrade for a service period at least as long as the Service Period remaining for the replaced Service under this Agreement; (ii) Customer subscribes to the Upgrade at the same Customer locations as the replaced Service at the rates determined by Verizon and agreed upon by the parties for such Upgrade or at generally available tariffed rates for such Upgrade; and (iii) total charges for such Upgrade for the revised Service Period are equal to or exceed the total charges remaining for the replaced Service. The Upgrade shall be provided, and the applicable rates, terms and conditions will take effect, only after mutual agreement of the parties on all such rates, terms and conditions and only after all necessary filings are made with governmental entities and approvals from such entities are obtained. Rates for the Upgrade will apply prospectively only. Customer may exercise its rights under this technology upgrade clause only once during the term of the Service Period.

**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 Service 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 Service, 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 increase the rates for these Services if this Agreement is not signed and dated by Customer on or before January 31, 2012.

f. This is a continuation of the Services currently being provided to Customer under ICB Service Agreement 2009-498839, at the quantities, locations, rates, terms and conditions contained herein.

**8. Locations.** The Services shall be provided to Customer under the terms hereof at the following locations, all of which are in Verizon's in-franchise territory. Other Customer locations may be added to this Agreement only upon mutual assent of the parties.

See list attached below.



PASCO COUNTY LOCATIONS 2011-592460			
A location for Pt to Pts	Z Location Name	Z LOCATION FOR PT TO PTS	Mileage
20430 Gator Lane, LAND O LAKES FL 34638	ANCLOTE ELEMENTARY	3610 MADISON,ST NEW PORT RICHEY, FL 34652	16
20430 Gator Lane, LAND O LAKES FL 34638	Anclothe High School	1540 Sweetbriar Drive, Holiday, FL 34691	19
20430 Gator Lane, LAND O LAKES FL 34638	BAYONET POINT MIDDLE	11125 LITTLE ROAD, NEW PORT RICHEY, FL 34654	16
20430 Gator Lane, LAND O LAKES FL 34638	CALUSA ELEM SCHOOL	7520 ORCHID LAKE RD, NEW PORT RICHEY,FL 34653	16
20430 Gator Lane, LAND O LAKES FL 34638	CHARLES RUSHE MIDDLE	18654 MENTMORE BLVD LAND O LAKES FL 34638	7
20430 Gator Lane, LAND O LAKES FL 34638	CHASCO ELEMENTARY	7720 RIDGE RD, PORT RICHEY FL 34668	16
20430 Gator Lane, LAND O LAKES FL 34638	CHASCO MIDDLE SCHOOL	7702 RIDGE RD PORT RICHEY FL 34668	16
20430 Gator Lane, LAND O LAKES FL 34638	CHESTER TAYLOR ELEM	3638 MORRIS BRIDGE RD, ZEPHYRHILLS,FL 33543	18
20430 Gator Lane, LAND O LAKES FL 34638	CONNERTON ELEMENTARY	9300 Flourish Dr, Land O'Lakes, FL 34637	0
20430 Gator Lane, LAND O LAKES FL 34638	COTEE RIVER ELEMENTARY	7515 PLATHE RD NEW PORT RICHEY,FL 34653	16
20430 Gator Lane, LAND O LAKES FL 34638	CYPRESS ELEMENTARY	10055 SWEET BAY CT NEW PORT RICHEY,FL 34654	16
20430 Gator Lane, LAND O LAKES FL 34638	DEER PARK ELEMENTARY	8636 TROUBLE CREEK RD, NEW PORT RICHEY,FL 34653	13
20430 Gator Lane, LAND O LAKES FL 34638	DENHAM OAKS ELEM	1422 OAK GROVE BLVD, LUTZ, FL 33559	7
20430 Gator Lane, LAND O LAKES FL 34638	DOUBLE BRANCH ELEMENTARY	31500 CHANCEY RD WESLEY CHAPEL FL 33543	18
20430 Gator Lane, LAND O LAKES FL 34638	DR. JOHN LONG MIDDLE	2025 Mansfield Blvd, Wesley Chapel, FL 33543	8
20430 Gator Lane, LAND O LAKES FL 34638	ENERGY and MARINE CTR	9130 OLD POST RD NEW PORT RICHEY, FL 34668	16
20430 Gator Lane, LAND O LAKES FL 34638	FIVAY HIGH SCHOOL	12115 Chicago Ave, Hudson, FL 34669	16
20430 Gator Lane, LAND O LAKES FL 34638	FOX HOLLOW ELEM	8309 FOX HOLLOW DR, PORT RICHEY, FL 34668	16
20430 Gator Lane, LAND O LAKES FL 34638	GULF HIGH SCHOOL	5355 SCHOOL ROAD, NEW PORT RICHEY, FL 34652	16
20430 Gator Lane, LAND O LAKES FL 34638	GULF HIGHLANDS ELEM	8019 Gulf Highlands Drive, Port Richey FL 34668	16
20430 Gator Lane, LAND O LAKES FL 34638	GULF MIDDLE	6419 LOUISIANA AVE, NEW PORT RICHEY, FL 34653	16
20430 Gator Lane, LAND O LAKES FL 34638	GULF TRACE ELEMENTARY	3303 GULF TRACE BLVD HOLIDAY, FL 34691	19
20430 Gator Lane, LAND O LAKES FL 34638	GULFSIDE ELEMENTARY	2329 ANCLOTE BLVD, HOLIDAY,FL 34691	19
20430 Gator Lane, LAND O LAKES FL 34638	HUDSON ELEMENTARY	7229 HUDSON AV, HUDSON, FL 34667	16
20430 Gator Lane, LAND O LAKES FL 34638	Hudson High	14410 Cobra Way Hudson, FL 34669	16
20430 Gator Lane, LAND O LAKES FL 34638	HUDSON MIDDLE	14540 COBRA WAY, Hudson FL 34669	16
20430 Gator Lane, LAND O LAKES FL 34638	LAKE MYRTLE ELEMENTARY	22844 WEEKS BLVD, LAND O LAKES, FL 34639	7
20430 Gator Lane, LAND O LAKES FL 34638	LAND O'LAKES HIGH	20325 GATOR LANE Land O Lakes FL 34638	0
20430 Gator Lane, LAND O LAKES FL 34638	LONGLEAF ELEMENTARY	3253 TOWN AVE NEW PORT RICHEY FL 34655	13
20430 Gator Lane, LAND O LAKES FL 34638	MAINTENANCE DEPT	11835,TREE BREEZE,DR, NEW PORT RICHEY, FL 34654	10
20430 Gator Lane, LAND O LAKES FL 34638	MARCHMAN TECH CENTER	7825 CAMPUS DR, NEW	16



PASCO COUNTY LOCATIONS 2011-592460			
		PORT RICHEY, FL 34653	
20430 Gator Lane, LAND O LAKES FL 34638	MARLOWE ELEM	5642 CECELIA DR, NEW PORT RICHEY, FL 34652	16
20430 Gator Lane, LAND O LAKES FL 34638	Mary Giella Elementary	14710 Shady Hills Road, Spring Hill FL 34610	10
20430 Gator Lane, LAND O LAKES FL 34638	MITCHELL HIGH	2323 LITTLE RD NEW PORT RICHEY, FL 34655	13
20430 Gator Lane, LAND O LAKES FL 34638	MITTYE P LOCKE ELEM	4439 EVANS AVE NEW PRT RCHY, FL 34652	16
20430 Gator Lane, LAND O LAKES FL 34638	MOON LAKE ELEMENTARY	12019 TREEBREEZE DR NEW PORT RICHEY, FL 34654	10
20430 Gator Lane, LAND O LAKES FL 34638	NEW RIVER ELEMENTARY	4710 RIVER GLEN BLVD WESLEY CHAPEL FL 33545	18
20430 Gator Lane, LAND O LAKES FL 34638	NORTHWEST ELEMENTARY	14302 COBRA WAY, HUDSON FL 34669	16
20430 Gator Lane, LAND O LAKES FL 34638	ODESSA ELEMENTARY	1874 Ketzal Dr, New Port Richey, FL 34655	12
20430 Gator Lane, LAND O LAKES FL 34638	OAKSTEAD ELEMENTARY	19925 Lake Patience Rd. Land O Lakes FL 34638	7
20430 Gator Lane, LAND O LAKES FL 34638	Paul R. Smith Middle	1410 SWEETBRIAR DR HOLIDAY, FL 34691	19
20430 Gator Lane, LAND O LAKES FL 34638	PINE VIEW MIDDLE	5334 PARKWAY BLV LAND O LAKES, FL 34639	0
20430 Gator Lane, LAND O LAKES FL 34638	PINEVIEW ELEMENTARY	5333 PARKWAY BLVD LAND O LAKES FL 34639	0
20430 Gator Lane, LAND O LAKES FL 34638	QUAIL HOLLOW ELEMENTARY	7050 QUAIL HOLLOW BLVD WESLEY CHAPEL FL 33544	8
20430 Gator Lane, LAND O LAKES FL 34638	RICHEY ELEMENTARY	6807 MADISON ST NEW PORT RICHEY, FL 34652	16
20430 Gator Lane, LAND O LAKES FL 34638	RIDGEWOOD HIGH	7650 Orchid Lake Rd, NEW PORT RICHEY FL 34653	16
20430 Gator Lane, LAND O LAKES FL 34638	RIVER RIDGE MIDDLE/HIGH	11646 TOWN CENTER RD, New Port Richey, FL 34654	10
20430 Gator Lane, LAND O LAKES FL 34638	SAND PINE ELEMENTARY	29040 COUNTY LINE RD, WESLEY CHAPEL, FL 33543	8
20430 Gator Lane, LAND O LAKES FL 34638	SCHRADER ELEMENTARY	11041 LITTLE RD, NEW PORT RICHEY, FL 34654	16
20430 Gator Lane, LAND O LAKES FL 34638	SCHWETTMAN EDUCATION	5520 GRAND BLVD, NEW PORT RICHEY, FL 34652	16
20430 Gator Lane, LAND O LAKES FL 34638	SEVEN OAKS ELEMENTARY	27633 MYSTIC OAKS BLVD WESLEY CHAPEL FL 33543	8
20430 Gator Lane, LAND O LAKES FL 34638	SEVEN SPRINGS ELEMENTARY	8025 MITCHELL RANCH RD New Port RICHEY FL 34655	13
20430 Gator Lane, LAND O LAKES FL 34638	SEVEN SPRINGS MIDDLE	2441 LITTLE RD, NEW PORT RICHEY, FL 34655	13
20430 Gator Lane, LAND O LAKES FL 34638	SHADY HILL ELEMENTARY	18000 SHADY HILLS RD SPRING HILL, FL 34610	10
20430 Gator Lane, LAND O LAKES FL 34638	STEWART MIDDLE	38505 10TH AV , ZEPHYRHILLS, FL 33542	18
20430 Gator Lane, LAND O LAKES FL 34638	SUNLAKE HIGH	3023 SUNLAKE BLVD LAND O LAKES FL 34639	7
20430 Gator Lane, LAND O LAKES FL 34638	SUNRAY ELEM SCHOOL	4815 SUNRAY DR HOLIDAY, FL 34690	19
20430 Gator Lane, LAND O LAKES FL 34638	THOMAS E WEIGHTMAN MIDDLE	30649 WELLS RD, WESLEY CHAPEL, FL 33545	8
20430 Gator Lane, LAND O LAKES FL 34638	TRANSPORTATION WEST	6125 Pine Hill Rd, Port Richey FL 34668	16
20430 Gator Lane, LAND O LAKES FL 34638	TRANSPORTATION ZEPHYRHILLS	37820 13TH AVE, ZEPHYRHILLS, FL 33542	18
20430 Gator Lane, LAND O LAKES FL 34638	TRANSPORTATION-CENTRAL	5346 PARKWAY BLVD LAND O LAKES FL 34639	0
20430 Gator Lane, LAND O LAKES FL 34638	TRANSPORTATION-NW	14500 Cobra Way Hudson, FL 34669	16
20430 Gator Lane, LAND O LAKES FL 34638	TRINITY ELEMENTARY	2209 DUCK SLOUGH BLVD,	13



<b>PASCO COUNTY LOCATIONS 2011-592460</b>			
		NEW PORT RICHEY FL 34655	
20430 Gator Lane, LAND O LAKES FL 34638	TRINITY OAKS ELEMENTARY	1827 Trinity Oaks Blvd, NEW PORT RICHEY FL 34655	13
20430 Gator Lane, LAND O LAKES FL 34638	Veterans Elementary School	26940 Progress Parkway , Wesley Chapel FL 33544	8
20430 Gator Lane, LAND O LAKES FL 34638	Watergrass Elementary	32750 Overpass Road, Wesley Chapel, FL 33545	8
20430 Gator Lane, LAND O LAKES FL 34638	WESLEY CHAPEL ELEM	30243 WELLS RD, Wesley Chapel FL 33545	8
20430 Gator Lane, LAND O LAKES FL 34638	WESLEY CHAPEL HIGH	30651 WELLS RD, WESLEY CHAPEL, FL 33545	8
20430 Gator Lane, LAND O LAKES FL 34638	WEST ZEPHYRHILLS ELEM	37900 14TH AV, Zephyrhills FL 33542	18
20430 Gator Lane, LAND O LAKES FL 34638	WIREGRASS RANCH HIGH	2909 Mansfield Blvd Wesley Chapel, FL 33543	8
20430 Gator Lane, LAND O LAKES FL 34638	WOODLAND ELEMENTARY	38203 HENRY DR Zephyrhills FL 33542	18
20430 Gator Lane, LAND O LAKES FL 34638	ZEPHYRHILLS HIGH	6335 12TH ST ZEPHYRHILLS FL 33542	18
		Total Miles	923





## SERVICE AGREEMENT

(Intrastate ICB)

Routing Code: 5V

Customer Name	District School Board of Pasco County ("Customer")	Main Billing Tel. No:	813-996-3600
and address:	7309 Land O Lakes Blvd., Land O Lakes, FL 34638	ICB Case No.	2011-592460

**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(s) 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 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, CO 80130. 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. 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:

District School Board of Pasco County (Customer)

By \_\_\_\_\_

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

Date \_\_\_\_\_

VERIZONBUSINESS NETWORK SERVICES Inc. on behalf of the Verizon company(ies) identified in the applicable Exhibit(s)

By \_\_\_\_\_

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

Date \_\_\_\_\_

