

**Telecommunications Services Agreement  
between the Commonwealth Of Virginia and  
Verizon Virginia, Inc. and Verizon South, Inc.  
For Fiscal Year 2010**

This is an Agreement (the "Agreement") between the **Commonwealth of Virginia Wireless E-911 Services Board** (the "Commonwealth" or the "Board"), having its principal place of business at 11751 Meadowville Lane, Chesterfield, VA 23219, and **Verizon Virginia, Inc.** and **Verizon South, Inc.**, Virginia corporations having their principal place of business at 703 East Grace Street, Richmond, Virginia 23219 (each hereinafter referred to severally as "Verizon"). The Board and Verizon (collectively, the "Parties") hereby agree as follows:

**1. Background.** Prior to July 1, 2009, Verizon provided certain telecommunications services to Virginia Public Safety Answering Points ("PSAPs") by virtue of a contract with the Board. Verizon negotiated for a successor contract after such date and continued providing services after such date with the expectation that such services would be embraced by the successor contract.

**2. Services Covered.** The Parties intend this Agreement as the successor contract for all services rendered by Verizon to any Virginia PSAP from July 1, 2009 through June 30, 2010, to the extent such services have not otherwise already been fully paid for (the "FY2010 Services"). This includes, without limitation, all services rendered prior to July 1, 2010, that underlie any unpaid invoices that Verizon has issued to any of the PSAPs listed in Attachment A to the Agreement.

**3. Full Payment.** Within thirty days after execution of this Agreement by all Parties, the Board, through the Wireless E-911 Fund, shall issue payment of \$1,880,000 (one million eight hundred eighty thousand dollars) to the following payee at the following address: Verizon attention Patrice Davies 2701 Highpoint Oaks Blvd. Suite 100 Lewisville, Texas, 75067. Verizon agrees and warrants to the Board and to the PSAPs that the foregoing payment shall constitute payment in full of all charges for FY2010 Services, including without limitation, all direct charges, and all interest, late fees, or other charges of any kind for or in connection with FY2010 Services. Verizon agrees that all of the invoices referenced above are rescinded and superseded by this Agreement.

**4. Statutory Clauses.** The clauses set out in Attachment B are required by statute, and are hereby incorporated.

**5. Interpretation and Enforcement.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the State courts of the Commonwealth. The Parties intend this Agreement to be for the benefit of all PSAPs referenced in this Agreement, and all such PSAPs shall be deemed third-party beneficiaries of this Agreement. This is the complete and final expression of the Parties' Agreement and can be modified only by formal written amendment.

**IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the last date set forth below.**

**Commonwealth of Virginia  
Wireless E-911 Services Board**

**Verizon Virginia, Inc.**

**Verizon South, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Attachment A: Public Safety Answering Points

Albemarle-Charlottesville-UVA	Alexandria, City of	Alleghany County
Amelia County	Amherst County	Appomattox County
Arlington County	Augusta County	Bedford County
Blacksburg, Town of	Bland County	Botetourt County
Brunswick County	Buchanan County	Campbell County
Caroline County	Charles City County	Charlotte County
Chesapeake, City of	Chesterfield County	Christiansburg, Town of
Clarke County	Clifton Forge, Town of	Colonial Beach, Town of
Colonial Heights, City of	Covington, City of	Culpeper County
Cumberland County	Danville, City of	Dickerson County
Dinwiddie County	Eastern Shore Regional PSAP	Emporia, City of
Essex County	Fairfax County	Fauquier County
Floyd County	Franklin, City of	Franklin County
Frederick County	Fredericksburg, City of	Giles County
Gloucester County	Goochland County	Greensville County
Halifax County	Hampton, City of	Hanover County
Harrisonburg-Rockingham ECC	Henrico County	Hopewell, City of
Isle of Wight County	James City County	King Queen County
King George County	King William County	Lancaster County
Loudoun County	Louisa County	Lunenburg County
Madison County	Manassas, City of	Manassas Park, City of
Mathews County	Mecklenburg County	Middlesex County
Montgomery County	Nelson County	New Kent County
Newport News, City of	Norfolk, City of	Northumberland County
Norton, City of	Orange County	Page County
Petersburg, City of	Pittsylvania County	Poquoson, City of
Portsmouth, City of	Powhatan County	Prince Edward County
Prince George County	Prince William County	Pulaski County
Radford, City of	Rappahannock County	Richmond, City of
Richmond County	Roanoke, City of	Roanoke County
Rockbridge County	Russell County	Salem County
Southampton County	Spotsylvania County	Stafford County
Staunton, City of	Suffolk, City of	Surry County
Sussex County	Tazewell County	Virginia Beach, City of
Vinton, Town of	Warren County	Waynesboro, City of
West Point, Town of	Westmoreland County	Williamsburg, City of
Winchester, City of	Wise County	York County

## Attachment B: Statutory Clauses

**B.1. Anti-Discrimination (Va. Code § 2.2-4311).** During the performance of this contract, the contractor agrees as follows: (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. (b) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. (c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. (d) The contractor will include the provisions of the foregoing subparagraphs (a), (b) and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**B.2. Compliance with federal immigration law (Va. Code § 2.2-4311.1).** The contractor certifies that it does not, and shall not during the performance of this contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**B.3. Authorization to transact business in the Commonwealth (Va. Code § 2.2-4311.2).** The contractor, if organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

**B.4. Drug-Free Workplace (Va. Code § 2.2-4312).** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this provision, "drug-free workplace" means a site for the performance of work done in connection with this contract.

**B.5. Subcontractor payments (Va. Code § 2.2-4354).** If the contractor receives payments from the Commonwealth for work performed by a subcontractor under this contract, the contractor, within seven days after receipt of such payment, shall either pay the subcontractor for the proportionate share of the total payment that is attributable to the work performed by the subcontractor, or shall notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Except for amounts withheld in accordance with such notice, the contractor shall pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after such seven-day period. Unless otherwise provided under the terms of this contract, such interest shall accrue at the rate of one percent per month. The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the above payment and interest requirements with respect to each lower-tier subcontractor.

**This public body does not discriminate against faith-based organizations.**