

## ABBREVIATED DIALING CODE AGREEMENT

This Abbreviated Dialing Code Agreement (the "Agreement"), effective as of the date executed by authorized representatives of both parties ("Effective Date"), is entered into by and between Cellco Partnership, doing business as Verizon Wireless, with a principal place of business at One Verizon Way, Basking Ridge, New Jersey 07920 ("Verizon Wireless"), and County of El Dorado, Health and Human Services Agency with a mailing address of 3057 Briw Road, Suite B, Placerville, California 95667 ("Customer"). Verizon Wireless and Customer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties." In consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **Service Description:** The Customer will utilize Verizon Wireless services to dial abbreviated codes (the "codes"), which Verizon Wireless will translate to the Customer's designated landline telephone numbers under the terms and conditions set forth herein (the "Service.")
  - (a) The codes and landline numbers for use in the Service ("Translation Numbers") are provided in Exhibit A of this Agreement. The area within which such calls can be made will include all areas serviced by certain Verizon Wireless Mobile Telephone Switching Offices that provide service to the Customer ("Service Area") and may include adjoining areas beyond the Customer's jurisdiction ("Bleed Over Area"), which are both described in more detail in Exhibit A.
  - (b) The Customer will have sole responsibility to answer, respond to, transfer, or terminate the translated calls to the Translation Numbers. The Customer will also be responsible for ensuring that even during peak calling periods and times of increasing call volumes, sufficient capacity is available in connection with the Translation Numbers to enable the translated calls to be answered within a reasonable period of time.
  - (c) To the extent the Service Area includes Bleed Over Area(s) beyond the Customer's boundaries, if Verizon Wireless receives a request from an entity in any portion of the Bleed Over Area ("Surrounding Jurisdiction") to use the codes within such Bleed Over Area, the Customer agrees to coordinate with Verizon Wireless and such Surrounding Jurisdiction to resolve the issue. Such coordination shall include the routing by the Customer of the translated calls made within the Bleed Over Area of the Service Area, through its interactive voice response system(s), to the Surrounding Jurisdiction's interactive voice response system(s), upon translation of those calls by Verizon Wireless to the Customer's Translation Numbers.
  - (d) The Service is subject to transmission limitations and dropped calls. The Service Area may contain areas with no service. The 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 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 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 Service. Verizon Wireless assumes no liability for any such limitations, constraints or restrictions.
  - (e) Verizon Wireless shall have no obligation to make the codes available to any person or entity within the Customer's designated boundaries but outside of the area serviced by certain Verizon Wireless mobile telephone switching offices.
2. **Term and Termination:** This Agreement shall remain in effect from the Effective Date, until canceled by either party with at least thirty (30) days' prior written notice. Verizon Wireless shall have six (6) months from the Effective Date to complete the work necessary to provide the Service required by this Agreement. Notwithstanding the foregoing, this Agreement may be terminated without liability: (i) at any time by both Parties upon mutual agreement; (ii) 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; (iii) immediately by Verizon Wireless if the Customer discontinues, suspends or substantially curtails its provision of the Service in the Service Area; (iv) immediately by Verizon Wireless if the Customer, or any agents used by it to provide the Service, inappropriately discloses or abuses individually identifiable information about Verizon Wireless's customers; (v) immediately by either Party if this Agreement, or any provision(s) of it, shall be found to violate any existing or future law, rules, regulations, or orders of courts or governmental authorities of competent jurisdiction; or (vi) if Verizon Wireless in its reasonable discretion determines that the provision of the Service is causing degradation to the integrity of the Verizon Wireless network.

3. **No Rights in Abbreviated Dial Code:** The Customer acknowledges and agrees that there are limited numbers of codes available and it has no property right or interest in the code covered by this Agreement, and no rights or presumptions regarding any substitute or additional codes.
4. **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, however communicated or received, that is considered proprietary or confidential, or in the case of Verizon Wireless, competitively sensitive ("Confidential Information.") Both Parties agree to take all reasonable and necessary steps to ensure the confidentiality of all Confidential Information. All Confidential Information will be marked or otherwise designated as proprietary, confidential or competitively sensitive by the appropriate Party. The receiving Party will use not less than the same degree of care it uses with regard to its own proprietary, confidential or competitively sensitive information, but not less than reasonable care, to prevent the disclosure, unauthorized use or publication of Confidential Information. Confidential Information will 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 will 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 will exercise reasonable efforts to provide the other Party prior written notice of any such disclosure and to afford the other Party an opportunity to contest the disclosure and to limit the extent of the disclosure to the maximum extent practicable.

The Customer 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 service provided by Verizon Wireless. The Customer therefore agrees that it will not, and it will ensure that any agents used by it to provide the Service will not, inappropriately disclose or abuse such information about callers to the extent gained in connection with providing the Service. For purposes of this Agreement, the inappropriate disclosure or abuse of such information includes (i) use of such information for any purpose other than the provision of the Service or for internal analysis; and (ii) sale or disclosure of such information, or any data derived from such information, to third parties.

5. **Foreign Based Services.** The Customer represents, warrants and covenants that no service performed by it pursuant to this Agreement shall be provided, directed, controlled, supervised or managed, and no data or Verizon Wireless customer communication (voice or data) relating to any such service shall be stored or transmitted, at, in, or through a site located outside of the United States without the prior written consent of Verizon Wireless.
6. **Fees and Charges.** The Customer acknowledges and agrees that it is not entitled to any revenue from any cellular call made using a code. Verizon Wireless will not provide compensation of any kind to the Customer under this Agreement
7. **Advertising Guidelines.**
- (a) Neither Party will use the other Party's name or marks in any advertising, sales promotions, press releases or other publicity matters without the prior written consent of the other Party. Neither Party will use any language or other representations from which the other Party's identity or marks may be inferred or implied without the prior written consent of the other Party.
  - (b) The Customer will use commercially reasonable efforts to ensure that all of its employees or agents who interface with Verizon Wireless customers treat those customers in a courteous and professional manner.
  - (c) The Customer will ensure that no objectionable material will be advertised, promoted or used in connection with the codes. For purposes of this Agreement, objectionable material includes (i) material that is prohibited by any applicable law, rule or regulation; (ii) indecent, lewd or lascivious material; (iii) material which explicitly or implicitly refers to sexual, excretory or similar activity; (iv) material that contains profane language; (v) material that may harm the good business name or corporate image of Verizon Wireless; (vi) material that panders to bigotry, racism, sexism or other forms of discrimination; or (vii) inaccurate depictions or descriptions of the use, purpose or function of the Service.
8. **Limitation of Liability.** In no event shall Verizon Wireless be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Customer, its employees, or agents in connection with the service requested by the Customer. The Customer, for itself and on behalf of its officers, agents and employees, does hereby release Verizon Wireless and its directors, officers, employees and agents from any and all liability, claims, or demands whatsoever, including costs, expenses and reasonable attorney's fees, incurred for any breach of the Customer's obligations under this Agreement or by any act or omission of the Customer in connection with use of the codes to obtain access to the Customer's systems. Verizon Wireless shall not be responsible to the Customer for calls that cannot be completed as a result of repair or maintenance difficulties on Verizon facilities, transmission limitations and dropped calls caused by atmospheric or topographical conditions or otherwise, or equipment owned or leased by the Customer. Except as otherwise provided in this Agreement, each Party agrees that the other Party shall in no event be liable for, and each Party expressly waives its right to claim, any indirect, special, collateral, exemplary, punitive, incidental or consequential damages (including lost profits), whether in an action of contract, negligence, strict liability or other tortious action, directly or indirectly arising out of or in connection with performance or nonperformance of the Service to be provided under this Agreement. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER VERIZON WIRELESS NOR THE CUSTOMER ASSUMES ANY LIABILITY FOR ANY ACT OR OMISSION OF THE OTHER, BY VIRTUE OF ENTERING INTO 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 Service to the Customer.

9. **Delay/Force Majeure:** Verizon Wireless shall provide the Service 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, equipment or facility shortages or any other causes beyond its reasonable control. The Parties further acknowledge that successful and timely provision of the Service is contingent upon the timely performance of actions by and cooperation of many third parties, including actions that must be completed by the provider of the transmission links between Verizon Wireless and the Customer or between Verizon Wireless and any agents the Customer uses.
10. **DISCLAIMER OF WARRANTIES:** 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 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 SERVICES PROVIDED OR TO BE PROVIDED PURSUANT TO THIS AGREEMENT.
11. **Assignment:** Verizon Wireless may assign, in whole or in part, its rights or duties under this Agreement to any person or entity, provided such assignee has the financial and operational capabilities to perform this Agreement and agrees to assume and fully discharge all of the duties and obligations of Verizon Wireless arising under this Agreement. The Customer may not assign this Agreement without the prior written consent of Verizon Wireless. Subject to this restriction, this Agreement shall apply to, inure to the benefit of, and be binding upon the successors and assignees of the respective Parties.
12. **Notices:** Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched (i) by registered or certified mail, postage prepaid, in any post office in the United States; (ii) by hand delivery; or (iii) by overnight courier. Notices by each Party to the other shall be addressed to the signatory below at the address first-listed above, or as follows:

**To Verizon Wireless:**

Verizon Wireless Legal Department  
One Verizon Way  
Basking Ridge, NJ 07920-1097

**To the Customer:**

County of El Dorado, Health and Human Services Agency  
3057 Briw Road, Suite B  
Placerville, CA 95667  
Attn: Contracts Unit

13. **Governing Law:** This Agreement shall be governed by the laws of the State of California without regard to its conflicts of laws provisions, except for matters (i) within the exclusive jurisdiction of the Federal Communications Commission or (ii) subject to other federal law, rule or regulation.
14. **Dispute Resolution:** In the event of a dispute between Verizon Wireless and the Customer, the Parties agree to attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement in accordance with the Wireless Industry Arbitration Rules of the American Arbitration Association. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§1-16, as amended, and judgment for the award may be entered by any court having jurisdiction thereof. The place of arbitration will be San Francisco, California. The arbitrator will not be empowered to award damages in excess of actual damages, which excludes punitive damages. If for any reason the provisions in this Agreement requiring arbitration are declared unenforceable, void or voidable, 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, Verizon Wireless may seek injunctive relief from any court having jurisdiction for suspected breach of Sections 4 and/or 7(a).
15. **No Third Party Beneficiary Relationship or Liability Created:** Verizon Wireless offers the Service solely as an aid to the Customer. Verizon Wireless's provision of the Service does not create any relationship or obligation, direct or indirect, to any person or entity other than the Customer.
16. **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 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 2.
17. **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 each Party. Verizon Wireless may also modify this Agreement upon 30 days' prior written notice to the Customer (i) if there is a change in applicable law, rules or regulations; 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.
18. **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.
19. **Entire Agreement:** This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall not be amended or modified without specific written provision signed by both Parties. No oral statement of any person shall in any manner or degree modify or otherwise affect the terms and provisions of this Agreement.
20. **Administrator:** The County Officer or employee with responsibility for administering this Agreement for Customer is Lori Walker, Assistant Director of Administration and Finance, Health and Human Services Agency, or successor.

IN WITNESS WHEREOF, the duly authorized representatives for each Party have executed this Agreement below.

**Cellco Partnership, d/b/a Verizon Wireless**

**County of El Dorado  
Health and Human Services Agency**

By: Wes Senechal  
Name: WES SENECHAL  
Title: DIRECTOR, SALES  
Date: 12/3/18

By: Michele Weimer  
Name: Michele Weimer  
Title: Purchasing Agent  
Date: 11/7/18

**EXHIBIT A**

**TRANSLATION NUMBER AND SERVICE AREA**

Abbreviated Dialing Codes and Translation Numbers:

Number requested: 211 Redirected to 833-223-9797

SERVICE AREA (by County):

El Dorado County

BLEED OVER AREA (by Zip Code/County or State):

NONE

Please Note: These counties listed in the Service Area or Bleed Over Area are not depictions of actual wireless service availability or wireless coverage. The Service Area and Bleed Over Area contain areas with no service. The 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 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.