

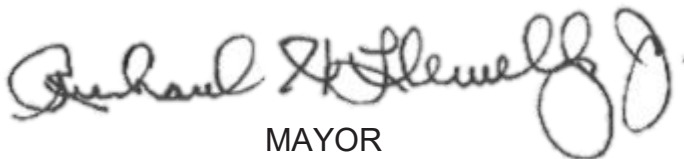
0150-10715-0002

T R A N S M I T T A L

TO The City Council	DATE 10/25/21	COUNCIL FILE NO.
FROM The Mayor	COUNCIL DISTRICT ALL	

**Proposed Contract with Frontier California, Inc.
for telecommunication services.**

Transmitted for your consideration. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). Please see the attached report from the City Administrative Officer.



MAYOR

(Rich Llewellyn for)

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 10-06-21	C.D. No. All	CAO File No.: 0150-10715-0002
Contracting Department/Bureau: Information Technology Agency (ITA)		Contact: Tita Zara (213) 978-3346	
Reference: Request from ITA dated July 22, 2021, referred for report on August 13, 2021.			
Purpose of Contract: Telecommunications Services			
Type of Contract: (X) New contract () Amendment		Contract Term Dates: April 1, 2021 through March 31, 2024 with two one-year options	
Contract/Amendment Amount: \$ 10,800,000 Proposed amount \$ 10,800,000 + Prior award(s) \$ 0 = Total \$ 10,800,000			
Source of funds: General Fund – Communications Services Account			
Name of Contractor: Frontier California, Inc. Address: 401 Merritt 7, Norwalk, CT 06851			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed			X
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 0 %			
8. Business Inclusion Program			X
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010	X		


RECOMMENDATION

That the Council authorize the General Manager of the Information Technology Agency, or his designee, to execute a contract with Frontier California, Inc. for telecommunications services for a term of three years retroactive from April 1, 2021 to March 31, 2024, with two one-year options to extend for a total compensation amount of \$10.8 million, subject to inclusion of language regarding COVID-19 vaccination requirements in the contract and the approval of the City Attorney.

FINDINGS

The Information Technology Agency (ITA) requests authority to execute a contract (Contract) with Frontier California, Inc. (Frontier) for telecommunications services. The term of the proposed Contract is three years retroactive from April 1, 2021 to March 31, 2024 with a total compensation amount of \$10.8 million.

Frontier provides services for the Measured Business telephone lines and Voice and Data circuits for the City departments' business operations, including Public Safety Radio Systems. The City previously contracted with Frontier (formerly Verizon California, Inc.) to provide telephone, voice, and data services through its CentraNet system. Frontier's CentraNet system is a legacy telecommunications

Maria Ramos			
MGR	Analyst	11220018	City Administrative Officer

service circuit infrastructure owned by the contractor that is currently in use by multiple City departments. A significant portion of City sites rely on the use of the CentraNet system to receive and relay communications. The ITA has executed contracts with Verizon and/or its successor Frontier for CentraNet services since 2000.

The City is in the process of transitioning away from CentraNet services and switching over to VoIP and cellular telephones through the Mobile Worker Program project. The COVID-19 pandemic and the Separation Incentive Program have delayed ITA's planned transition away from legacy communications infrastructure and the City continues to need the services provided by the CentraNet system. As a result, ITA is requesting a new sole source contract with Frontier to continue these services. ITA states that a sole source contract with Frontier is needed as these utility telecommunication services are being delivered on Frontier's proprietary infrastructure. While other companies can provide CentraNet services, those entities will sub-contract CentraNet services to Frontier and add additional fees to Frontier's costs. Sole sourcing to Frontier will eliminate these additional costs. The transition away from the CentraNet system is expected to be completed prior to the conclusion of the Contract term.

Subsequent to the submission of this report, on August 20, 2021, Council and Mayor approved an ordinance mandating that all City employees and contractors be fully vaccinated from the COVID-19 virus, unless approved for an exemption for medical reasons or sincerely held religious beliefs (C.F. 21-0921). As a result, the City Attorney has advised that a COVID-19 vaccination requirement provision be added to this Contract as it will likely be heard by Council for approval after October 20, 2021. Prior to the execution of the Contract, ITA must add language regarding COVID-19 vaccination requirements to the Contract as approved by the City Attorney.

Funding for this Contract is included in ITA's 2020-21 and 2021-22 Budgets within the Communications Services Account. Pursuant to Section I of the Contract, the Contract shall be subject to termination by the City if funds are not appropriated for these services in the ensuing fiscal year commencing July 1.

Frontier has submitted all applicable City contracting requirements. Since there are no personal services associated with the scope of the work, Personnel determined that a Charter Section 1022 determination process was not required. In accordance with Los Angeles Administrative Code Section 10.5(b)(2), Council approval of the proposed amendment is required because the Contract exceeds three years in term and the annual expenditure on the Contract exceeds \$169,418.

FISCAL IMPACT STATEMENT

Funding for the proposed Contract is provided in the 2020-21 and 2021-22 Budget with the Information Technology Agency's Communications Services Account. 2020-21 funding is currently encumbered for incurred expenditures within that Fiscal Year. There is no additional impact to the General Fund.

FINANCIAL POLICIES STATEMENT

The recommendation of this report is in compliance with the City's Financial Policies as contract expenditures are limited to the appropriation of funds made by the City for this purpose.

TED M. ROSS
GENERAL MANAGER
CHIEF INFORMATION OFFICER

JOYCE J. EDSON
EXECUTIVE OFFICER

MARYAM ABBASSI
ASSISTANT GENERAL MANAGER

BHAVIN PATEL
ACTING ASSISTANT GENERAL MANAGER

TITA ZARA
ACTING ASSISTANT GENERAL MANAGER

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
MAYOR



INFORMATION TECHNOLOGY AGENCY

CITY HALL EAST
200 N MAIN ST, ROOM 1400
LOS ANGELES, CA 90012
213.978.3311

ita.lacity.org

July 22, 2021

REF: FAS-244-21

Honorable Eric Garcetti
Mayor, City of Los Angeles
Room 303, City Hall
Los Angeles, CA 90012

Attention: Heleen Ramirez, Legislative Coordinator

Subject: **CONTRACT FOR CENTRANET SERVICES WITH FRONTIER CALIFORNIA, INC.**

Dear Mayor Garcetti:

Attached for your review and approval is a proposed utility contract with Frontier California, Inc., for Telecommunications (Centranet) services. The Information Technology Agency (ITA) is requesting approval to execute a contract with a term retroactive to April 1, 2021 to March 31, 2024, with two one-year options to extend for a total compensation amount of \$10.8 million.

BACKGROUND

The Frontier contract provides services for the Measured Business (MB) telephone lines and Voice and Data circuits for the City departments' business operations, including Public Safety Radio Systems. The City is in the process of transitioning away from Centranet services and switching over to VoIP and the Mobile Worker Program project (MWP). Delays associated with the COVID-19 pandemic and the Separation Incentive Program have significantly pushed back the implementation of the project. The transition is expected to be completed prior to the termination of the contract term.

ITA is requesting a new, sole source contract with Frontier California to cover services in this contract that are still needed to support City departments' business operations. ITA must have a sole source contract with Frontier California because it owns and maintains all the legacy Centranet infrastructure within the City's boundaries. While other companies can provide Centranet services, those entities will sub-contract Centranet services to Frontier California and add additional fees to Frontier's costs. Sole sourcing to Frontier California will remove middle-man costs.

The Honorable Eric Garcetti
July 22, 2021
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The City currently contracts with Frontier (formerly Verizon California, Inc.) to provide telephone, voice, and data services through its Centranet system to all of the offices and non-proprietary departments in the City. The ITA has executed contracts with Verizon and/or its successor Frontier for Centranet services since 2000.

Since there is no personal services associated with the scope of the work, Personnel determined that a Charter Section 1022 determination process was not required.

The draft contract has been reviewed and approved by the City Attorney as to form.

The vendor has a valid Business Tax Registration Certificate.

The contractor has been asked to complete and submit a current Equal Benefits Ordinance/First Source Hiring Ordinance affidavit and the updated Disclosure Ordinance Affidavit web forms to its profile on LABAVN prior to contract execution. The contractor has also been asked to provide updated insurance in the City's KwikComply system.

RECOMMENDATIONS

That the Council authorize, subject to the approval of the Mayor, the General Manager of the Information Technology Agency, or designee, to execute a contract with Frontier California, Inc. for a total compensation amount of \$10,800,000 million for a three year term retroactive to April 1, 2021 to March 31, 2024 with two one-year options to extend.

FISCAL IMPACT STATEMENT

Funding for these services has been approved through the annual budget process and shall not exceed \$10,800,000.00. This funding is included in the Communications Services Account (9350) of the Information Technology Agency's 2020-21 and 2021-22 fiscal year budget.

If you have any additional questions or require further clarification, please, do not hesitate to call me or send me an email.

Sincerely,



Tita Zara
Acting Assistant General Manager

Enclosures

ec: Maria Ramos, ITA

The Honorable Eric Garcetti
July 22, 2021
Page 3

Marc Magallanes, ITA
Arik Bibicoff, ITA
Maggie McNally, ITA
Melissa Velasco, ITA

ATTACHMENT 1

Appendix A
CUSTOMER SPECIFIC ARRANGEMENT
(Intrastate Detariffed Services – California)

Routing Code: 5V

Customer Name: City of Los Angeles	Main Billing Tel. No:
Address: 200 North Main Street, Rm 1400 Los Angeles, CA 90012	Agreement No. CSS-2011

Services. Customer hereby requests and agrees to purchase from the Frontier company(ies) identified in the applicable Exhibit(s) ("Frontier") the services, at the Customer locations identified in Exhibits A and B attached to this Agreement, and in any Addendum expressly made a part hereof, (the "Services") pursuant to this Agreement and Frontier's applicable ILEC Product Guide, for the service period stated in the Exhibit or Addendum applicable to such Service (the "Service Period"). This Agreement and any Exhibit hereto shall become effective when executed by an authorized Frontier representative and an authorized representative of Customer (the "Effective Date"). Under no circumstances may Customer resell the Services being provided under the rates, terms and conditions of this Agreement. Each Frontier entity contracting under this Agreement is responsible only for the performance of the Services it is providing as set out in each Exhibit hereto and is not responsible for the performance of any other entity's obligations under this Agreement.

Customer Consent to Use of Customer Proprietary Network Information (CPNI). Frontier acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications and interconnected voice over Internet Protocol services Customer purchases from Frontier, as well as related local and toll billing information, made available to Frontier solely by virtue of Customer's relationship with Frontier. With Customer consent, Frontier may share Customer CPNI and other Confidential Information among its affiliates, including Frontier, and with agents and partners, so that all may use this information to offer Customer the full range of products and services offered by Frontier and its affiliates, including local, long distance, wireless, and Internet services (see www.com for a description of Frontier companies and services).

ILEC Product Guide. Frontier's provision of the Services hereunder shall be governed by Frontier's Incumbent Local Exchange Carrier Product Guide (located at <http://www.frontier.com/tariffs>) ("ILEC Product Guide") and this Agreement. The ILEC Product Guide is incorporated into the Agreement by this reference. In the event of a conflict between the terms and conditions of the ILEC Product Guide and this Agreement, the terms and conditions of this Agreement shall prevail. With respect to the documents of the Agreement, the terms and conditions of the Service Exhibit shall have the highest order of precedence. Frontier may modify the ILEC Product Guide at any time and such modifications will become binding on Customer as further described below. To the extent such changes are material (and other than changes related to governmental charges or any applicable taxes), Frontier shall notify Customer of such changes via a bill insert, as a message on Customer's bill, in a separate mailing, by email or by any other reasonable method at Frontier's discretion. Such changes will become effective no sooner than thirty (30) days after such notice is provided. In the event such changes materially and adversely affect Customer, Customer may terminate the affected Service without the application of termination liability by providing Frontier immediate written notice of Customer's

request to terminate, unless within (30) thirty days after receipt of Customer's termination notice Frontier agrees to revise the change in such a manner as to remove the material adverse effect on Customer. Customer shall remain responsible for the payment for Services rendered until the effective date of the termination. Customer's continued use of the Service after the material change becomes effective constitutes Customer's acceptance of the change.

Customer Responsibilities. Customer agrees to provide Frontier with any access and support necessary for the implementation, maintenance and provision of the Services requested hereunder. Customer is responsible for taking all steps necessary to interconnect the Services at Customer's location(s) including ensuring proper interconnection with the facilities and equipment provided by Frontier, paying all costs associated with interconnection, securing any necessary licenses, right of ways and permits and providing proper space, electrical power, heating, ventilation and cooling. Frontier shall not be liable for any damages or losses caused by the failure of equipment, inside wire or other facilities provided by Customer or a third party,

Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Service(s) and Frontier shall have no liability therefore.

Charges and Payment. Customer will pay the rates and charges set forth in the attached Exhibit(s) and in any Addendum made a part hereof, which shall be fixed during the Service Period, and shall also pay all applicable taxes, fees, and other applicable charges, including Federal End User Common Line Charges, charged pursuant to applicable law or regulations in connection with the Services. Taxes, fees and/or surcharges are subject to change without notice to Customer, except as may be required by law. Except as otherwise provided in the Agreement, if Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Frontier termination charges as set forth in the applicable Exhibit(s) and Addendum(a).

Frontier shall invoice Customer monthly and payment will be due Net 30 days from the invoice date. Undisputed charges paid after the due date may be subject to late payment charges as set out in the ILEC Product Guide until Customer's account is current. Any back billing limitations otherwise applicable to the Services pursuant to the ILEC Product Guide shall not apply to the Services under this Agreement.

Unauthorized Use. Frontier shall not be liable for any damages, including charges for Services that Customer may incur as a result of the unauthorized use or misuse of the Services by Customer, Customer's employees, third parties or other members of the public. Customer shall remain responsible for such charges.

Warranty Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE ILEC PRODUCT GUIDE, FRONTIER DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF FRONTIER KNEW OR SHOULD HAVE KNOW SUCH PURPOSE) AND NON-INFRINGEMENT. CUSTOMER AGREES THAT THE SERVICES PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FRONTIER DOES NOT WARRANT THAT THE

SERVICES WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

Termination of Services. Frontier may discontinue or limit use of the Services by Customer for non-payment, non-compliance with Frontier's rules of use, fraudulent use, and other conditions as provided in the Frontier California Inc. General Exchange Tariff, Schedule D&R, Rule No. 11, as incorporated herein.

Termination of the Services, for any cause, shall not release Customer from any liability which at the time of termination had already accrued to Customer or which thereafter accrues for any act or omission occurring prior to the termination or from an obligation which, by its nature, survives termination.

Performance Excused. No liability, including but not limited to refund of Service charges, 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.

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 Frontier at Frontier Business, Attn: Customer Service, 6415 Business Center Drive, Highlands Ranch, CO 80130, Email: notice@Frontierbusiness.com with a copy to Frontier Business Services, 22001 Loudoun County Pkwy, Ashburn, VA 20147, Attn: Vice President Legal. Notices shall be deemed effective five business days after such mailing.

Universal Service Fund E-Rate Eligibility.

- (a) Customer intends to apply for E-Rate funding under the federal Universal Service Fund for schools and libraries, and to use such funding to pay for a portion of the charges for Services and/or products under this Agreement ("E-Rate funding").
- (b) Customer shall be responsible for applying for and securing any E-Rate funding.
- (c) Frontier will use reasonable efforts, as permitted by the School and Library Division's ("SLD") established guidelines, to assist Customer in the application process. Customer is solely responsible for submission of any application for E-Rate funding and for ensuring the accuracy and integrity of all data and information submitted to the SLD in or with such application.
- (d) Frontier shall have no liability arising from its assistance efforts and Customer shall hold Frontier harmless in connection with any Frontier assistance or information provided to customer in the application process.
- (e) Should Customer qualify for E-Rate funding, Frontier or the Customer, as the case may be, shall seek recovery from the Universal Service Administrative Company ("USAC") of the approved amount of E-Rate funding of the charges for Services and/or products delivered, depending upon the Customer's preferred method of reimbursement and contingent upon Frontier's receipt of all necessary approvals (i.e., approved Funding Commitment Decision Letter and timely acknowledgement from the SLD of the Customer's submission of FCC Form 486).
- (f) If customer fails to qualify for or secure E-Rate funding or otherwise becomes ineligible for such funding or if SLD withdraws or cancels funding or USAC denies payment of any invoice submitted by Frontier, and Frontier is unable to obtain payment from USAC for the Services and/or products provided, Customer shall be obligated to pay one-hundred percent (100%) of the charges associated with such Services and/or products that are not paid to Frontier from E-Rate funding.

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 Frontier 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) Either party's failure to enforce any of the provisions of the ILEC Product Guide or the Agreement or to exercise any right or option is not a waiver of any such provision, right or option, and shall not affect the validity of the ILEC Product Guide or the Agreement. If any provision of the ILEC Product Guide or 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, then the ILEC Product Guide and 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, and the remaining terms and conditions of the ILEC Product Guide and the Agreement shall continue to apply as necessary to reflect the original intention of the parties.
- (d) Frontier 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 Frontier, 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.
- (e) Services are offered in locations where made available by Frontier in its sole discretion.

(f) The terms and conditions contained on a Customer purchase order document (whether signed by one or both parties) shall not serve to modify the terms and conditions of this Agreement.

Exhibit A

Frontier Company Name: Frontier (referred to in this Exhibit as "Frontier")
State: California

Customer name: City of Los Angeles.

CSO Case No.: CSS-2011

1. Services and Quantity Commitments. Customer agrees to purchase the following Services from Frontier at the rates set forth below, which will be fixed during the Service Period and in quantities set forth below for the Service Period identified below. Any other work, services or facilities required will be provided subject to Frontier's standard rates and charges as set out in the applicable ILEC Product Guide, or under a separate contract arrangement or formal amendment to the Agreement. Customer shall provide to Frontier at each Customer location a suitable and secure environment for placement of the facilities and equipment to be used by Frontier to provide such Service. Such environment shall include, but not be limited to, the requisite conduit and cabling, and, as required by Frontier for particular Services, an uninterruptible power supply.

Frontier shall provide IntraLATA Toll Service to Customer pursuant to this Agreement at the following rates, terms and conditions:

Location of IntraLATA Toll Service:

IntraLATA Toll Service shall be provided to Customer's Designated Locations in California set out in Attachment 1 to Exhibit A.

Customer may add Customer Locations for IntraLATA Toll Service during the term of this Agreement, provided that such other Customer Locations are within Frontier's incumbent local exchange carrier franchise service territory.

Description of IntraLATA Toll Service:

This Agreement covers all calls originating on the lines at the locations and under the billing telephone numbers (BTNs) of the Customer included in Attachment 1 to Exhibit A on either a(n) (a) direct dialed or (b) operator assisted basis.

For purposes of this Agreement, direct dialed calls shall include those dialed on a 1+ or 0+ basis and operator-assisted calls shall include those dialed on a 0- basis. Wide Area Telephone Service (WATS), mobile service, Frontier pay station, residential, lines with Handicap discount, Zone Usage Measurement (ZUM) Zone 3, and Local Usage Zones 1 and 2 are not applicable under this Agreement. Credit or calling card calls (0+) must be placed using a Frontier calling or credit card. Operator assisted calls (0-, third number billed or collect) shall be only those calls billed to a line or BTN set forth in Attachment 1 to Exhibit A for all the offices and departments of the City of Los Angeles.

Operator surcharges (0+, 0-, third number billed and collect calls) shall not be waived or discounted under this Agreement.

For purposes of meeting the annual minimum set forth below, the minutes of use for Frontier Business Line 800 calls terminating to a line number or BTN set forth in Attachment 1 to Exhibit A

(or such other locations added for IntraLATA Toll Service as allowed in this Exhibit A) shall be included. However, Frontier Business Line 800 minutes shall be charged for at the rates published in the ILEC Product Guide.

All calls shall originate within one of the Local Access and Transport Areas ("LATAs") or Market Serving Areas ("MSAs") within the State of California, and terminate within the same LATA or MSA.

BTNs and Frontier usage covered by this Exhibit A are not eligible for other Frontier discount plans or promotional discounts.

IntraLATA Toll Carrier Selection:

Customer is responsible for taking any necessary action to select Frontier as its IntraLATA Toll carrier for all lines Customer wants covered under this Agreement. If Customer has not selected Frontier as its IntraLATA Toll carrier, all such calls will be handled by Customer's selected carrier at the carrier's prevailing rates and charges, the rates and benefits of this Agreement will not be available for such calls, and Frontier cannot apply the call usage toward the Customer's annual minimum minutes commitment set out in this Agreement.

2. Rates and Charges. The following rates apply to minutes of use covered under this Agreement, as set forth above:

	<u>Initial 18 Seconds</u>	<u>Each Additional Six Seconds</u>
Day/Evening/Night Rate:	\$0.0114	\$ 0.0038

The above charges do not include Federally mandated end user common line charges, any applicable local, state, or federal governmental or regulatory charges, fees, taxes, surcharges, or other ILEC Product Guide charges.

3. Minimum Commitment. This Agreement shall be for a minimum amount of five thousand (5,000) minutes of use per Contract Year ("Minimum Minutes"). All minutes of use associated with calls, as set forth above shall apply towards the Customer's total Minimum Minutes. A Contract Year shall be the three hundred and sixty-five (365) day period beginning with the in-service date, as set forth below, and ending the day prior to the anniversary of the in-service date.

4. Shortfall and Termination Liability.

- a. At the end of each Contract Year, Frontier shall determine the total number of minutes actually billed to the Customer for that year ("Actual Minutes"). If the Actual Minutes are less than the Minimum Minutes, Frontier shall determine the difference by subtracting Actual Minutes from Minimum Minutes. This difference will then be multiplied by \$0.038 and billed to the Customer in addition to charges billed to Customer based on Actual Minutes.
- b. If for any reason the Customer terminates or discontinues the Service prior to the expiration of the Term Period (including Optional Renewal Term(s), if applicable), at the time of discontinuance or termination of Service, Customer shall be charged the difference between the Actual Minutes billed and the Minimum Minutes commitment for the year of termination, plus forty percent (40%) of the annual Minimum Minutes commitment for each additional year of the term remaining unfulfilled. 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 Frontier all costs incurred by Frontier for contract and service preparation.
- c. Contract year-end adjustments, charges or credits, shall be separately billed to Customer and shall be payable within thirty (30) calendar days of the date shown on the bill.

5. Service or Term Period. Customer shall purchase such Services for a period of thirty-six (36) consecutive months from the in-service date. The in-service date shall be the date, after the Effective Date defined above, on which Frontier's provisioning has been completed and the Service is available for Customer's use.

The Parties agree that this Agreement may be extended for up to two (2) additional one (1) year term periods (Optional Renewal Term) following the conclusion of the Initial Term Period provided Customer provides Frontier with written notice of its intent to exercise the Optional Renewal Term at least thirty (30) business days prior to the expiration of the then current Term Period.

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. 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, Frontier will inform Customer of such applicable charges, and Frontier will install such facilities and provide such Services only upon mutual written agreement of the parties to such additional facility charges. If Customer does not agree to pay such additional charges, then Frontier will be excused from providing the affected Service. If no Service can be provided, then this Agreement will be subject to termination by Frontier without application of the termination charges described above.

Attachment 1 to Exhibit A

Service Address for all other offices and non-proprietary Departments

BTN	WTN	Service Address
209-002-6599	2090026599	10124 BALBOA BLV
209-007-7959	2090077959	3440 CALIFORNIA AVE
209-008-1613	2090081613	3440 CALIFORNIA AVE
209-009-0213	2090090213	11121 SEPULVEDA BLV
209-009-0213	2131194204	11121 SEPULVEDA BLV
209-009-3177	2090093177	11121 SEPULVEDA BLV
209-009-3177	2131168157	11121 SEPULVEDA BLV
209-009-9140	2090099140	11121 SEPULVEDA BLV
209-009-9140	2131193105	11121 SEPULVEDA BLV
209-011-0562	2090110562	11121 SEPULVEDA BLV
209-011-0562	3100012057	11121 SEPULVEDA BLV
209-012-2399	2090122399	3440 CALIFORNIA AVE
209-015-9481	2090159481	140 HURRICANE ST
209-015-9481	3100036521	15 VIA MARINA
209-026-2473	2090262473	140 HURRICANE ST
209-026-2473	3100030106	14792 PACIFIC COAST HWY
209-033-2125	2091515401	1663 BUTLER AVE
209-044-1257	2090441257	14630 PLUMMER ST
209-044-1257	2131193470	14630 PLUMMER ST
209-051-3186	2090513186	140 HURRICANE ST
209-051-3186	3100009436	901 ROSE AVE
209-064-3479	2090643479	15045 SUNSET BLV
209-078-4643	2090784643	11641 CORBIN AVE
209-081-5084	2090815084	14630 PLUMMER ST
209-081-5084	2131168584	14630 PLUMMER ST
209-096-9578	2090969578	11970 VENICE BLV
209-096-9578	2131184709	11970 VENICE BLV
209-097-2924	2090972924	1663 BUTLER AVE
209-097-8482	2090978482	140 HURRICANE ST
209-097-8482	2131185831	3411 SAWTELLE BLV
209-099-5325	2090995325	10124 BALBOA BLV
209-099-5325	3100029833	10124 BALBOA BLV
209-102-7151	2091027151	3300 DONALD DOUGLAS LP
209-102-7151	3100014830	3300 DONALD DOUGLAS LP
209-111-3888	2091113888	1828 SAWTELLE BLV
209-112-9546	2091129546	9053 SEPULVEDA BLV
209-112-9546	2091510257	13461 VAN NUYS BLV
209-112-9546	2131199464	9053 SEPULVEDA BLV
209-116-4913	2091164913	10124 BALBOA BLV
209-116-4913	3100018028	10124 BALBOA BLV
209-117-9558	2091179558	TEMESCAL CNYN RD
209-118-1807	2131176853	12760 OSBORNE ST
209-150-0470	2091500470	15321 BRAND BLV
209-150-0798	2091500798	10124 BALBOA BLV

209-150-0859	2091500859 12760 OSBORNE ST
209-150-0869	2091500869 12760 OSBORNE ST
209-150-1834	2091501834 1201 WESTWOOD BL
209-150-1895	2091501895 14430 POLK ST
209-150-2192	2091502192 107 BEVERLY GLEN BLV
209-150-2192	3100032535 107 BEVERLY GLEN BLV
209-150-2252	2091502252 12050 BALBOA BLV
209-150-2254	2091502254 7777 FOOTHILL BLV
209-150-2551	2091502551 12312 CULVER BLV
209-150-2592	2091502592 12312 RM 209 CULVER BLV
209-150-2593	2091502593 12312 RM 209 CULVER BLV
209-150-2594	2091502594 12312 RM 209 CULVER BLV
209-150-2595	2091502595 12312 RM 209 CULVER BLV
209-150-2596	2091502596 12312 RM 209 CULVER BLV
209-150-2597	2091502597 12312 RM 209 CULVER BLV
209-150-2598	2091502598 12312 RM 209 CULVER BLV
209-150-2599	2091502599 12312 RM 209 CULVER BLV
209-150-2600	2091502600 12312 RM 209 CULVER BLV
209-150-2601	2091502601 12312 RM 209 CULVER BLV
209-150-2602	2091502602 12312 RM 209 CULVER BLV
209-150-2712	2091502712 7777 FOOTHILL BLV
209-150-2712	3100011780 7777 FOOTHILL BLV
209-150-2935	2091502935 13461 VAN NUYS BLV
209-150-3137	2091503137 3860 CREST RD
209-150-3137	2091511877 11505 OLYMPIC BLV
209-150-3137	2131196997 11505 OLYMPIC BLV
209-150-3277	2091503277 12312 CULVER BLV
209-150-3635	2091503635 13461 VAN NUYS BLV
209-150-3667	2091503667 1828 SAWTELLE BLV
209-150-3805	2091503805 16500 MULHOLLAND DR
209-150-3830	2091503830 16500 MULHOLLAND DR
209-150-3831	2091503831 12229 SUNSET BLV
209-150-3831	3100013063 12229 SUNSET BLV
209-150-4168	2091504168 1828 SAWTELLE BLV
209-150-4251	2091504251 107 BEVERLY GLEN BLV
209-150-4431	2091504431 11351 TAMPA AVE
209-150-4522	2091504522 11505 OLYMPIC BLV
209-150-4567	2091504567 14123 NORDHOFF ST
209-150-5001	2091505001 14000 FL 1 NORDHOFF ST
209-150-5006	2091505006 16500 NORDHOFF ST
209-150-5095	2091505095 13461 VAN NUYS BLV
209-150-5124	2090670698 1450 BUNDY DR
209-150-5124	2091193844 13246 FIJI WAY
209-150-5124	2091505124 17281 SUNSET BLV
209-150-5133	2091505133 13461 VAN NUYS BLV
209-150-5170	2091505170 140 HURRICANE ST
209-150-5170	2131180707 140 HURRICANE ST

209-150-5170	3100012750 140 HURRICANE ST
209-150-5170	3100034349 140 HURRICANE ST
209-150-5183	2091505183 SAYRE ST
209-150-5232	2091505232 14430 POLK ST
209-150-5311	2091505311 900 3RD ST
209-150-5311	2131191179 900 3RD ST
209-150-5311	3100011137 900 3RD ST
209-150-5480	2091505480 13461 VAN NUYS BLV
209-150-5481	2091505481 13461 VAN NUYS BLV
209-150-5535	2091505535 1645 RM 209 CORINTH AVE
209-150-5536	2091505536 1544 COTNER AVE
209-150-5537	2091505537 1544 COTNER AVE
209-150-5538	2091505538 1544 COTNER AVE
209-150-5539	2091505539 1544 COTNER AVE
209-150-5540	2091505540 1544 COTNER AVE
209-150-5541	2091505541 1544 COTNER AVE
209-150-5542	2091505542 1544 COTNER AVE
209-150-5543	2091505543 1544 COTNER AVE
209-150-5544	2091505544 1544 COTNER AVE
209-150-5545	2091505545 1544 COTNER AVE
209-150-5546	2091505546 1544 COTNER AVE
209-150-5547	2091505547 1544 COTNER AVE
209-150-5548	2091505548 1544 COTNER AVE
209-150-5549	2091505549 1544 COTNER AVE
209-150-5550	2091505550 1544 COTNER AVE
209-150-5551	2091505551 1544 COTNER AVE
209-150-5552	2091505552 1544 COTNER AVE
209-150-5553	2091505553 1544 COTNER AVE
209-150-5555	2091505555 1544 COTNER AVE
209-150-5556	2091505556 1544 COTNER AVE
209-150-5557	2091505557 1544 COTNER AVE
209-150-5558	2091505558 2027 STONER AVE
209-150-5563	2091505563 1544 COTNER AVE
209-150-5563	2131178166 1544 COTNER AVE
209-150-5564	2091505564 1544 COTNER AVE
209-150-5576	2091505576 1663 BUTLER AVE
209-150-5577	2091505577 1663 BUTLER AVE
209-150-5580	2091505580 1663 BUTLER AVE
209-150-5607	2091505607 1544 COTNER AVE
209-150-5608	2091505608 1544 COTNER AVE
209-150-5609	2091505609 1544 COTNER AVE
209-150-5610	2091505610 1544 COTNER AVE
209-150-5611	2091505611 1544 COTNER AVE
209-150-5612	2091505612 1544 COTNER AVE
209-150-5613	2091505613 1544 COTNER AVE
209-150-5614	2091505614 1544 COTNER AVE
209-150-5615	2091505615 1544 COTNER AVE

209-150-5616	2091505616	1544 COTNER AVE
209-150-5617	2091505617	1544 COTNER AVE
209-150-5618	2091505618	1544 COTNER AVE
209-150-5619	2091505619	1544 COTNER AVE
209-150-5620	2091505620	1544 COTNER AVE
209-150-5621	2091505621	1544 COTNER AVE
209-150-5622	2091505622	1544 COTNER AVE
209-150-5623	2091505623	1544 COTNER AVE
209-150-5624	2091505624	1544 COTNER AVE
209-150-5626	2091505626	1544 COTNER AVE
209-150-5627	2091505627	1544 COTNER AVE
209-150-5628	2091505628	1544 COTNER AVE
209-150-5629	2091505629	1544 COTNER AVE
209-150-5630	2091505630	11000 WILSHIRE BLV
209-150-5631	2091505631	1544 COTNER AVE
209-150-5632	2091505632	1544 COTNER AVE
209-150-5639	2091505639	11168 MISSOURI AVE
209-150-5640	2091505640	1544 COTNER AVE
209-150-5640	3100003112	1544 COTNER AVE
209-150-5641	2091505641	1544 COTNER AVE
209-150-5642	2091505642	1544 COTNER AVE
209-150-5656	2091505656	1645 CORINTH AVE
209-150-5657	2091505657	1663 BUTLER AVE
209-150-5658	2091505658	1663 BUTLER AVE
209-150-5659	2091505659	1624 PURDUE AVE
209-150-5660	2091505660	1624 PURDUE AVE
209-150-5706	2091505706	1930 SHELL AVE
209-150-5842	2091505842	1663 BUTLER AVE
209-150-6214	2091506214	CHAUTAUQUA BL
209-150-6216	2091506216	15045 SUNSET BLV
209-150-6217	2091506217	17281 SUNSET BLV
209-150-6252	2091506252	310 MT HOLYOKE AVE
209-150-6253	2091506253	15045 SUNSET BLV
209-150-6254	2091506254	15045 SUNSET BLV
209-150-6255	2091506255	15045 SUNSET BLV
209-150-6256	2091506256	15045 SUNSET BLV
209-150-6257	2091506257	15045 SUNSET BLV
209-150-6258	2091506258	15045 SUNSET BLV
209-150-6259	2091506259	15045 SUNSET BLV
209-150-6260	2091506260	15045 SUNSET BLV
209-150-6261	2091506261	15045 SUNSET BLV
209-150-6261	2131172289	15045 SUNSET BLV
209-150-6262	2091506262	15045 SUNSET BLV
209-150-6262	3100003642	15045 SUNSET BLV
209-150-6268	2091506268	12312 CULVER BLV
209-150-6275	2091506275	3000 BUNDY DR
209-150-6279	2091506279	12312 CULVER BLV

209-150-6280	2091506280 12312 CULVER BLV
209-150-6461	2091506461 13461 VAN NUYS BLV
209-150-6670	2091506670 11950 MISSOURI AVE
209-150-6670	3100011708 11950 MISSOURI AVE
209-150-6701	2091506701 13461 VAN NUYS BLV
209-150-6851	2091506851 1233 ROSE AVE
209-150-6897	2091506897 10400 GLENOAKS BLV
209-150-7108	2091507108 13461 VAN NUYS BLV
209-150-7205	2091507205 13461 VAN NUYS BLV
209-150-7358	2091507358 1930 SHELL AVE
209-150-7379	2091507379 140 HURRICANE ST
209-150-7380	2091507380 140 HURRICANE ST
209-150-7521	2091507521 1645 CORINTH AVE
209-150-7731	2091507731 100 WILSHIRE BLV
209-150-7890	2091507890 9150 IMPERIAL HWY
209-150-7893	2091507893 9150 IMPERIAL HWY
209-150-7897	2091507897 9150 IMPERIAL HWY
209-150-7898	2091507898 9150 IMPERIAL HWY
209-150-7985	2091507985 140 HURRICANE ST
209-150-7985	2131167933 140 HURRICANE ST
209-150-7985	2131169000 140 HURRICANE ST
209-150-7985	2131175058 140 HURRICANE ST
209-150-7985	2131176188 140 HURRICANE ST
209-150-7985	2131187951 140 HURRICANE ST
209-150-7985	2131199375 140 HURRICANE ST
209-150-7985	3100005487 140 HURRICANE ST
209-150-7985	3100010709 140 HURRICANE ST
209-150-7985	3100013849 140 HURRICANE ST
209-150-7985	3100020025 140 HURRICANE ST
209-150-7985	3100024250 140 HURRICANE ST
209-150-7985	3100029532 140 HURRICANE ST
209-150-8020	2091508020 13461 VAN NUYS BLV
209-150-8722	2091508722 107 BEVERLY GLEN BLV
209-150-8727	2091508727 13461 VAN NUYS BLV
209-150-8778	2091508778 851 ALMA REAL DR
209-150-9030	2091509030 13461 VAN NUYS BLV
209-150-9227	2091509227 15345 SAN FERNANDO MISSION BLV
209-150-9301	2091509301 1653 PURDUE AVE
209-150-9302	2091509302 1640 PURDUE AVE
209-150-9311	2091509311 1650 PURDUE AVE
209-150-9571	2091509571 12229 SUNSET BLV
209-151-0010	2091510010 140 HURRICANE ST
209-151-0093	2091510093 13461 VAN NUYS BLV
209-151-0265	2091510265 16500 MULHOLLAND DR
209-151-0469	2091510469 2300 OCEAN FRONT WLK
209-151-0470	2091510470 1930 SHELL AVE
209-151-0472	2091510472 140 HURRICANE ST

209-151-0472	2131171436	140 HURRICANE ST
209-151-0472	2131184156	140 HURRICANE ST
209-151-0472	2131198767	140 HURRICANE ST
209-151-0473	2091510473	140 HURRICANE ST
209-151-0473	2131193568	140 HURRICANE ST
209-151-0473	2131199439	140 HURRICANE ST
209-151-0473	3100005740	140 HURRICANE ST
209-151-0473	3100027911	140 HURRICANE ST
209-151-0473	3100031844	140 HURRICANE ST
209-151-0473	3100035528	140 HURRICANE ST
209-151-0474	2091510474	140 HURRICANE ST
209-151-0474	2131198429	140 HURRICANE ST
209-151-0475	2091510475	140 HURRICANE ST
209-151-0475	2131170468	140 HURRICANE ST
209-151-0475	2131183594	140 HURRICANE ST
209-151-0475	2131188841	140 HURRICANE ST
209-151-0475	2131190757	140 HURRICANE ST
209-151-0475	3100013939	140 HURRICANE ST
209-151-0475	3100026852	140 HURRICANE ST
209-151-0778	2091510778	140 HURRICANE ST
209-151-0779	2091510779	17864 SUB TRLR SESNON BLV
209-151-0781	2091510781	18300 RINALDI ST
209-151-0786	2091510786	12050 BALBOA BLV
209-151-0788	2091510788	12050 BALBOA BLV
209-151-0789	2091510789	12050 BALBOA BLV
209-151-0790	2091510790	12050 BALBOA BLV
209-151-0791	2091510791	12050 BALBOA BLV
209-151-0792	2091510792	12050 BALBOA BLV
209-151-0810	2091510810	12050 BALBOA BLV
209-151-0850	2091510850	12050 BALBOA BLV
209-151-0856	2091510856	11641 CORBIN AVE
209-151-0856	2091511085	13461 VAN NUYS BLV
209-151-1003	2091511003	100 WILSHIRE BLV
209-151-1004	2091511004	100 WILSHIRE BLV
209-151-1005	2091511005	100 WILSHIRE BLV
209-151-1032	2091511032	11770 FOOTHILL BLV
209-151-1035	2091511035	13035 VAN NUYS BLV
209-151-1036	2091511036	12760 RM 236 OSBORNE ST
209-151-1052	2091511052	13035 VAN NUYS BLV
209-151-1054	2091511054	13035 VAN NUYS BLV
209-151-1066	2091511066	13630 VAN NUYS BLV
209-151-1067	2091511067	11950 FLOOR 1 LOPEZ CANYON RD
209-151-1067	3100029989	BLDG 3
209-151-1068	2091511068	13461 VAN NUYS BLV
209-151-1069	2091511069	11950 LOPEZ CANYON RD
209-151-1069	3100026428	11950 LOPEZ CANYON RD
209-151-1070	2091511070	13461 VAN NUYS BLV

209-151-1071	2091511071	13461 VAN NUYS BLV
209-151-1074	2091511074	13461 VAN NUYS BLV
209-151-1075	2091511075	13461 VAN NUYS BLV
209-151-1075	2131190045	13461 VAN NUYS BLV
209-151-1076	2091511076	11950 LOPEZ CANYON RD
209-151-1077	2091511077	13461 VAN NUYS BLV
209-151-1078	2091511078	13461 VAN NUYS BLV
209-151-1079	2091511079	13461 VAN NUYS BLV
209-151-1081	2091511081	13461 VAN NUYS BLV
209-151-1082	2091511082	13461 VAN NUYS BLV
209-151-1083	2091511083	13461 VAN NUYS BLV
209-151-1084	2091511084	13461 VAN NUYS BLV
209-151-1086	2091511086	13461 VAN NUYS BLV
209-151-1088	2091511088	13461 VAN NUYS BLV
209-151-1088	2131191690	13461 VAN NUYS BLV
209-151-1357	2091511357	13461 VAN NUYS BLV
209-151-1670	2091511670	1650 PURDUE AVE
209-151-1671	2091511671	1653 PURDUE AVE
209-151-1672	2091511672	2700 BARRINGTON AVE
209-151-1678	2091511678	1663 BUTLER AVE
209-151-1681	2091511681	1663 BUTLER AVE
209-151-1704	2091511704	1650 PURDUE AVE
209-151-1727	2091511727	1845 PONTIUS AVE
209-151-1734	2091511734	1650 PURDUE AVE
209-151-1758	2091511758	1663 BUTLER AVE
209-151-1758	2131170863	1663 BUTLER AVE
209-151-1863	2091511863	1658 BUTLER AVE
209-151-2083	2091512083	140 HURRICANE ST
209-151-2159	2091512159	140 HURRICANE ST
209-151-2159	2131170275	140 HURRICANE ST
209-151-2159	2131171430	140 HURRICANE ST
209-151-2159	2131187832	140 HURRICANE ST
209-151-2159	2131194525	140 HURRICANE ST
209-151-2159	2131195765	140 HURRICANE ST
209-151-2159	3100003460	140 HURRICANE ST
209-151-2159	3100004897	140 HURRICANE ST
209-151-2159	3100006321	140 HURRICANE ST
209-151-2159	3100017347	140 HURRICANE ST
209-151-2159	3100020509	140 HURRICANE ST
209-151-2159	3100020699	140 HURRICANE ST
209-151-2159	3100021046	140 HURRICANE ST
209-151-2159	3100023718	140 HURRICANE ST
209-151-2159	3100034683	140 HURRICANE ST
209-151-2160	2091512160	1930 SHELL AVE
209-151-2238	2091512238	1930 SHELL AVE
209-151-2244	2091512244	681 VENICE BLV
209-151-2245	2091512245	13700 MINDANAO WAY

209-151-2249	2091512249 13837 FIJI WAY
209-151-2365	2091512365 1930 SHELL AVE
209-151-2455	2091512455 14123 NORDHOFF ST
209-151-2628	2091512628 BLDG 3
209-151-2628	2131173362 BLDG 3
209-151-2646	2091512646 13461 VAN NUYS BLV
209-151-2689	2091512689 3860 CREST RD
209-151-2712	2091512712 3860 CREST RD
209-151-3052	2091513052 15045 SUNSET BLV
209-151-3056	2091513056 13461 VAN NUYS BLV
209-151-3752	2091513752 12750 FLOOR 6 CENTER COURT DR
209-151-3755	2091513755 12750 CENTER COURT DR
209-151-3934	2091513934 9150 IMPERIAL HWY
209-151-3957	2091513957 13461 VAN NUYS BLV
209-151-4017	2091514017 1658 BUTLER AVE
209-151-4077	2091514077 11321 TAMPA AVE
209-151-4127	2091514127 13461 VAN NUYS BLV
209-151-4128	2091514128 13461 VAN NUYS BLV
209-151-4178	2091514178 1375 VETERAN AVE
209-151-4190	2091514190 12050 BALBOA BLV
209-151-4192	2091514192 12050 BALBOA BLV
209-151-4800	2090275255 14445 OLIVE VIEW DR
209-151-4800	2091514800 13461 VAN NUYS BLV
209-151-4800	2131190470 14445 OLIVE VIEW DR
209-151-4903	2091514903 13461 VAN NUYS BLV
209-151-4928	2091514928 13461 VAN NUYS BLV
209-151-4933	2091514933 15399 CHATSWORTH ST
209-151-5008	2091515008 1930 SHELL AVE
209-151-5014	2091515014 7777 FOOTHILL BLV
209-151-5025	2091515025 7777 FOOTHILL BLV
209-151-5025	3100028453 7777 FOOTHILL BLV
209-151-5032	2091515032 7777 FOOTHILL BLV
209-151-5040	2091515040 BLDG 3
209-151-5040	3100014002 BLDG 3
209-151-5041	2091515041 BLDG 3
209-151-5042	2091515042 BLDG 3
209-151-5043	2091515043 9411 WENTWORTH ST
209-151-5043	3100007096 9411 WENTWORTH ST
209-151-5043	3100029166 9411 WENTWORTH ST
209-151-5045	2091515045 BLDG 3
209-151-5045	2131193633 BLDG 3
209-151-5047	2091515047 BLDG 3
209-151-5047	3100015718 BLDG 3
209-151-5056	2091515056 7777 FOOTHILL BLV
209-151-5057	2091515057 7777 FOOTHILL BLV
209-151-5058	2091515058 7777 FOOTHILL BLV
209-151-5059	2091515059 7777 FOOTHILL BLV

209-151-5060	2091515060 7777 FOOTHILL BLV
209-151-5061	2091515061 7777 FOOTHILL BLV
209-151-5371	2091515371 13461 VAN NUYS BLV
209-151-5373	2091515373 1663 BUTLER AVE
209-151-5374	2091515374 11505 OLYMPIC BLV
209-151-5376	2091515376 1663 BUTLER AVE
209-151-5377	2091515377 1663 BUTLER AVE
209-151-5378	2091515378 1663 BUTLER AVE
209-151-5379	2091515379 1663 BUTLER AVE
209-151-5380	2091515380 1663 BUTLER AVE
209-151-5381	2091515381 1663 BUTLER AVE
209-151-5382	2090556109 12312 CULVER BLV
209-151-5382	2091515382 1663 BUTLER AVE
209-151-5383	2091515383 1663 BUTLER AVE
209-151-5384	2131197082 1663 BUTLER AVE
209-151-5385	2091515385 1663 BUTLER AVE
209-151-5386	2091515386 1663 BUTLER AVE
209-151-5387	2090707750 1930 SHELL AVE
209-151-5387	2091515387 1663 BUTLER AVE
209-151-5388	2091515388 1663 BUTLER AVE
209-151-5389	2091515389 1663 BUTLER AVE
209-151-5390	2091515390 1663 BUTLER AVE
209-151-5391	2091515391 1663 BUTLER AVE
209-151-5392	2091515392 1663 BUTLER AVE
209-151-5393	2091515393 1663 BUTLER AVE
209-151-5394	2091515394 1663 BUTLER AVE
209-151-5395	2091515395 1663 BUTLER AVE
209-151-5396	2091515396 1663 BUTLER AVE
209-151-5397	2091515397 1663 BUTLER AVE
209-151-5398	2091515398 1663 BUTLER AVE
209-151-5399	2091515399 1663 BUTLER AVE
209-151-5400	2091515400 1645 CORINTH AVE
209-151-5636	2091515636 140 HURRICANE ST
209-151-6060	2131187660 15345 SAN FERNANDO MISSION BLV
209-152-1964	2091521964 1645 CORINTH AVE
209-152-1964	2131170485 1645 CORINTH AVE
209-188-1407	2091881407
213-005-1851	2130051851 100 STE 510 OCEANGATE
213-007-3887	2130073887 11950 MISSOURI AVE
213-007-3887	2131185087 11950 MISSOURI AVE
213-018-8318	2130188318 15545 STE 300 DEVONSHIRE ST
213-018-8318	3100021556 15545 STE 300 DEVONSHIRE ST
213-020-1660	2130201660 11970 VENICE BLV
213-020-1660	3100008378 100 WILSHIRE BLV
213-034-0887	2130340887 140 HURRICANE ST
213-034-0887	3100032371 15900 PACIFIC COAST HWY
310-230-0137	3102300137 601 LATIMER RD

310-230-0592	3102300592	17281 SUNSET BLV
310-230-9352	3102309352	15045 SUNSET BLV
310-306-1093	3103061093	4553 GLENCOE AVE
310-306-4162	3103064162	1930 SHELL AVE
310-312-3501	3103123511	11214 EXPOSITION BLV
	3103123501	to
310-312-3501	3103123502	11214 EXPOSITION BLV
310-313-5832	3103135832	12312 CULVER BLV
310-390-4152	3103904152	11970 VENICE BLV
310-390-4152	3103917091	11970 VENICE BLV
310-391-3831	3103911671	11430 WOODBINE ST
310-391-3831	3103913831	11430 WOODBINE ST
310-391-3831	3103915056	11430 WOODBINE ST
310-391-3831	3103918982	11430 WOODBINE ST
310-392-5566	3103925566	1234 PACIFIC AVE
310-393-5219	3103935219	1336 16TH ST
310-394-7831	3103947831	1650 PURDUE AVE
310-394-8549	3103948549	1450 ALLENFORD AVE
310-396-1615	3103961615	215 SAN JUAN AVE
310-396-3557	3103963557	1234 PACIFIC AVE
310-396-7561	3103967561	1341 LAKE ST
310-396-8735	3103968521	1341 LAKE ST
310-396-8735	3103968735	1341 LAKE ST
310-396-9055	3103141815	1341 LAKE ST
310-396-9055	3103969055	1341 LAKE ST
310-397-2606	3103972606	12312 CULVER BLV
310-397-2606	3103976866	12312 CULVER BLV
310-397-2662	3103972662	11970 VENICE BLV
310-398-5982	3103985982	11430 WOODBINE ST
310-399-0713	3103990713	767 CALIFORNIA AVE
310-399-0713	3104522291	767 CALIFORNIA AVE
310-399-2775	3103992775	1530 OCEAN FRONT WLK
310-399-4253	3103966584	1531 OCEAN FRONT WLK
310-399-4253	3103966794	1531 OCEAN FRONT WLK
310-399-4253	3103966873	1531 OCEAN FRONT WLK
310-399-4253	3103994253	1531 OCEAN FRONT WLK
310-444-7983	3104447983	11168 MISSOURI AVE
310-445-1758	3104451758	11168 MISSOURI AVE
310-445-1764	3104451764	1835 STONER AVE
310-445-1795	3104451795	1645 RM 201 CORINTH AVE
310-445-6475	3104456475	11165 MISSOURI AVE
310-452-7479	3104527479	767 CALIFORNIA AVE
310-454-5734	3104545734	601 LATIMER RD
310-454-6232	3104546232	14792 PACIFIC COAST HWY
310-454-7950	3104547950	16150 PACIFIC COAST HWY
310-454-9872	3104549872	601 LATIMER RD
310-458-9258	3104589258	500 AVONDALE AVE

310-459-1610	3104591610 15208 DE PAUW ST
310-459-4359	3104594359 215 TRANQUILLO RD
310-459-6098	3104596098 15424 SUNSET BLV
310-459-7134	3104597134 17013 PACIFIC COAST HWY
310-459-7134	3104599276 17013 PACIFIC COAST HWY
310-471-2489	3104712489 598 SEPULVEDA BLV
310-471-7891	3104717891 12229 SUNSET BLV
310-472-5233	3104717860 1000 HANLEY AVE
310-472-5233	3104725233 1000 HANLEY AVE
310-473-3161	3104733161 11338 SANTA MONICA BLV
310-473-3161	3104770742 11338 SANTA MONICA BLV
310-473-9273	3104739273 1350 SEPULVEDA BLV
310-476-4866	3104763807 333 BARRINGTON AVE
310-476-4866	3104764866 333 BARRINGTON AVE
310-477-4989	3104774989 1650 PURDUE AVE
310-477-6385	3104776385 1645 FL 2 CORINTH AVE
310-477-6594	3103122458 1663 BUTLER AVE
310-477-6594	3104776594 1663 BUTLER AVE
310-478-5749	3104785749 1828 SAWTELLE BLV
310-478-7253	3104787253 11168 MISSOURI AVE
310-479-3492	3104793492 11505 OLYMPIC BLV
310-479-4119	3104794110 11338 SANTA MONICA BLV
310-479-4119	3104794119 11338 SANTA MONICA BLV
310-479-7200	3104771574 1835 STONER AVE
310-479-7200	3104771614 1835 STONER AVE
310-479-7200	3104779562 1835 STONER AVE
310-479-7200	3104788316 1835 STONER AVE
310-479-7200	3104797200 1835 STONER AVE
310-575-1518	3105751518 1828 SAWTELLE BLV
310-575-1518	3105758028 1828 SAWTELLE BLV
310-575-1518	3105758036 1828 SAWTELLE BLV
310-575-1518	3105758063 1828 FL 3 SAWTELLE BLV
310-575-1518	3105758064 1828 SAWTELLE BLV
310-575-1518	3105758076 1828 SAWTELLE BLV
310-575-1518	3105758078 1828 SAWTELLE BLV
310-575-1518	3105758088 1828 SAWTELLE BLV
310-575-1518	3105758107 1828 SAWTELLE BLV
310-575-1518	3105758121 1828 SAWTELLE BLV
310-575-1518	3105758122 1828 SAWTELLE BLV
310-575-1518	3105758124 1828 SAWTELLE BLV
310-575-1518	3105758127 1828 SAWTELLE BLV
310-575-1518	3105758131 1828 SAWTELLE BLV
310-575-1518	3105758133 1828 SAWTELLE BLV
310-575-1518	3105758135 1828 FL 3 SAWTELLE BLV
310-575-1518	3105758136 1828 FL 3 SAWTELLE BLV
310-575-1518	3105758181 1828 FL 3 SAWTELLE BLV
310-575-1518	3105758182 1828 FL 3 SAWTELLE BLV

310-575-1518	3105758183 1828 FL 3 SAWTELLE BLV
310-575-1518	3105758184 1828 SAWTELLE BLV
310-575-1518	3105758186 1828 SAWTELLE BLV
310-575-1518	3105758200 1828 FL 3 SAWTELLE BLV
310-575-1518	3105758291 1828 SAWTELLE BLV
310-575-1518	3105758292 1828 SAWTELLE BLV
310-575-1518	3105758293 1828 SAWTELLE BLV
310-575-1518	3105758295 1828 SAWTELLE BLV
310-575-1518	3105758296 1828 SAWTELLE BLV
310-575-1518	3105758297 1828 SAWTELLE BLV
310-575-6708	3105756708 1633 PURDUE AVE
310-575-8010	3105758010 555 RAMINEZ
310-575-8011	3105758011 1350 SEPULVEDA BLV
310-575-8011	3105758011 1350 SEPULVEDA BLV
310-575-8012	3105758012 11430 WOODBINE ST
310-575-8013	3105758013 333 BARRINGTON AVE
310-575-8014	3105758014 851 ALMA REAL DR
310-575-8015	3105758015 601 LATIMER RD
310-575-8018	3105758018 1000 HANLEY AVE
310-575-8056	3105758056 1849 SAWTELLE BLV
310-575-8056	3105758056 1849 SAWTELLE BLV
310-575-8056	3105758057 1849 SAWTELLE BLV
310-575-8257	3105758257 1530 OCEAN FRONT WLK
310-575-8260	3105758260 2490 WALGROVE AVE
310-575-8260	3105758261 2490 WALGROVE AVE
310-575-8260	3105758262 2490 WALGROVE AVE
310-575-8260	3105758263 2490 WALGROVE AVE
310-575-8264	3105758264 215 SAN JUAN AVE
310-575-8267	3105758267 1633 PURDUE AVE
310-575-8267	3105758268 1633 PURDUE AVE
310-575-8269	3105758269 1641 PREUSS RD
310-575-8270	3105758270 11168 MISSOURI AVE
310-575-8282	3105758282 1828 FL 3 SAWTELLE BLV
310-575-8286	3105758286 1831 STONER AVE
310-575-8287	3105758287 2027 STONER AVE
310-575-8287	3105758288 2027 STONER AVE
310-575-8289	3105758289 1350 SEPULVEDA BLV
310-575-8306	3105758306 3233 THATCHER AVE
310-575-8306	3105758307 3233 THATCHER AVE
310-575-8306	3105758413 3233 THATCHER AVE
310-575-8306	3105758413 3233 THATCHER AVE
310-575-8320	3105758320 3311 THATCHER AVE
310-575-8368	3104451745 1828 SAWTELLE BLV
310-575-8368	3104451745 1828 SAWTELLE BLV
310-575-8368	3105750396 1828 SAWTELLE BLV
310-575-8368	3105758368 1828 SAWTELLE BLV

310-575-8368	3105758530 1828 SAWTELLE BLV
310-575-8368	3105758534 1828 SAWTELLE BLV
310-575-8368	3105758612 1828 SAWTELLE BLV
310-575-8368	3105758622 1828 SAWTELLE BLV
310-575-8368	3105758634 1828 SAWTELLE BLV
310-575-8368	3105758637 1828 SAWTELLE BLV
310-575-8368	3105758638 1828 FL 3 SAWTELLE BLV
310-575-8368	3105758639 1828 FL 3 SAWTELLE BLV
310-575-8368	3105758641 1828 FL 3 SAWTELLE BLV
310-575-8368	3105758645 1828 SAWTELLE BLV
310-575-8368	3105758647 1828 SAWTELLE BLV
310-575-8368	3105758648 1828 SAWTELLE BLV
310-575-8368	3105758650 1828 SAWTELLE BLV
310-575-8368	3105758863 1828 SAWTELLE BLV
310-575-8368	3105758865 1828 SAWTELLE BLV
310-575-8368	3105758866 1828 SAWTELLE BLV
310-575-8386	3105758386 11338 SANTA MONICA BLV
310-575-8399	3105758399 4095 GLENCOE AVE
310-575-8432	3105758432 2551 MOTOR AVE
310-575-8471	3105758471 11165 MISSOURI AVE
310-575-8473	3105758473 6710 PACIFIC AVE
310-575-8478	3105758478 11165 MISSOURI AVE
310-575-8478	3105758490 11165 MISSOURI AVE
310-575-8478	3105758492 11165 MISSOURI AVE
310-575-8491	3105758491 11168 MISSOURI AVE
310-575-8491	3105758498 11168 MISSOURI AVE
310-575-8491	3105758522 11168 MISSOURI AVE
310-575-8491	3105759597 11168 MISSOURI AVE
310-575-8491	3105759698 11168 MISSOURI AVE
310-575-8509	3105758508 1090 VETERAN AVE
310-575-8509	3105758509 1090 VETERAN AVE
310-575-8509	3105758510 1090 VETERAN AVE
310-575-8509	3105758537 1090 VETERAN AVE
310-575-8519	3105758519 12229 SUNSET BLV
310-575-8523	3105758523 17281 SUNSET BLV
310-575-8535	3105758535 1645 CORINTH AVE
310-575-8535	3105758592 1645 CORINTH AVE
310-575-8535	3105758910 1645 RM 203 CORINTH AVE
310-575-8535	3105758911 1645 RM 203 CORINTH AVE
310-575-8559	3105758559 11505 OLYMPIC BLV
310-575-8563	3105758563 1930 SHELL AVE
310-575-8569	3105758569 15045 SUNSET BLV
310-575-8571	3105758571 107 BEVERLY GLEN BLV
310-575-8598	3105758598 11168 MISSOURI AVE
310-575-8601	3105758601 11338 SANTA MONICA BLV
310-575-8753	3105758753 1479 STONER AVE
310-575-8830	3105758830 2000 ABBOT KINNEY BLV

310-577-1046	3105771046 1800 OCEAN FRONT WLK
310-737-7548	3107377548 12006 VENICE BLV
310-821-1587	3108211587 2000 ABBOT KINNEY BLV
310-821-5654	3108215654 3233 THATCHER AVE
310-821-8542	3108218542 3026 STRONGS DR
310-822-2401	3108222401 1930 SHELL AVE
310-823-1362	3108231362 3233 THATCHER AVE
310-823-1362	3108238503 3233 THATCHER AVE
310-823-4987	3108234987 13715 SLIP H280 FIJI WAY
310-823-7042	3108237042 1920 CANAL ST
310-966-1952	3109661952 1658 BUTLER AVE
310-966-6760	3109666760 1849 SAWTELLE BLV
310-966-6760	3109666781 1849 SAWTELLE BLV
805-491-2634	8054912634 2761 LIBERTY HILL LN
818-352-0194	8183520194 7747 FOOTHILL BLV
818-352-0194	8183520489 7747 FOOTHILL BLV
818-352-0194	8183528563 7747 FOOTHILL BLV
818-352-0194	8183537198 7747 FOOTHILL BLV
818-352-0392	8183520392 7771 FOOTHILL BLV
818-352-3287	8183523287 7747 FOOTHILL BLV
818-352-3287	8183527156 7747 FOOTHILL BLV
818-352-3287	8183528404 7747 FOOTHILL BLV
818-352-6762	8183526762 7777 FOOTHILL BLV
818-352-9532	8183529532 9411 WENTWORTH ST
818-352-9532	8183533063 9411 WENTWORTH ST
818-352-9532	8183539627 9411 WENTWORTH ST
818-352-9843	8183529843 7747 FOOTHILL BLV
818-353-1795	8183531795 7747 FOOTHILL BLV
818-353-1795	8183538637 7747 FOOTHILL BLV
818-353-1795	8183538713 7747 FOOTHILL BLV
818-353-9571	8183534921 8640 FENWICK ST
818-353-9571	8183539571 8640 FENWICK ST
818-360-1400	8183601400 10241 BALBOA BLV
818-360-1400	8183601455 10241 BALBOA BLV
818-361-1377	8183611377 15121 BRAND BLV
818-361-1682	8183611682 15345 SAN FERNANDO MISSION BLV
818-361-2913	8183612913 15400 SAN FERNANDO MISSION BLV
818-361-4729	8183614729 11844 GLENOAKS BLV
818-361-4729	8183614876 11844 GLENOAKS BLV
818-362-1806	8183621806 16350 FILBERT ST
818-362-1806	8183627098 16350 FILBERT ST
818-362-9412	8183629412 14430 POLK ST
818-362-9709	8183629709 16350 FILBERT ST
818-363-2901	8183632901 17899 DEVONSHIRE ST
818-363-4157	8183634157 18500 RINALDI ST
818-363-4198	8183634198 16998 RINALDI ST
818-363-5980	8183635980 17900 TUSCAN CT

818-365-2572	8183652572 11549 BRADLEY AVE
818-365-3477	8183653477 15174 SAN FERNANDO MISSION BLV
818-365-6538	8183656538 11549 BRADLEY AVE
818-365-8196	8183658196 15345 SAN FERNANDO MISSION BLV
818-366-2681	8183662681 11351 TAMPA AVE
818-366-2681	8188317629 11351 TAMPA AVE
818-366-2762	8183662762 12001 BLUCHER AVE
818-367-0296	8183670296 13109 BORDEN AVE
818-367-0296	8183673830 13109 BORDEN AVE
818-367-0296	8183675656 13109 BORDEN AVE
818-367-2501	8183672501 13821 SAYRE ST
818-367-4130	8183674130 13161 SAN FERNANDO RD
818-367-6102	8183676102 14561 POLK ST
818-367-6727	8183676727 13109 BORDEN AVE
818-368-8343	8183688343 10421 TUNNEY AVE
818-686-6426	8186866426 10943 HERRICK AVE
818-830-8215	8188300397 8801 KESTER AVE
818-830-8215	8188308215 8801 KESTER AVE
818-831-2373	8188312373 10421 TUNNEY AVE
818-831-2373	8188312373 10421 TUNNEY AVE
818-831-3237	8188313237 11351 TAMPA AVE
818-832-6590	8188326590 10210 ETIWANDA AVE
818-834-5117	8188345117 11950 LOPEZ CANYON RD
818-834-5159	8188345159 13035 VAN NUYS BLV
818-834-5171	8188345171 11950 LOPEZ CANYON RD
818-834-5176	8188345176 10731 LAUREL CANYON BLV
818-834-5176	8188345178 10731 LAUREL CANYON BLV
818-834-5187	8188345187 11770 FOOTHILL BLV
818-834-5188	8188345188 10731 LAUREL CANYON BLV
818-834-5208	8188345208 11075 FOOTHILL BLV
818-834-5209	8188345209 13630 VAN NUYS BLV
818-834-7710	8188347710 12760 OSBORNE ST
818-837-3590	8188373590 900 FL 4 3RD ST
818-837-3590	8188373743 900 FL 4 3RD ST
818-837-9858	8188379858 11121 SEPULVEDA BLV
818-890-3826	8188903826 11770 FOOTHILL BLV
818-892-0827	8188920827 13306 BRANFORD ST
818-892-4807	8188924807 14630 STE FIRE PLUMMER ST
818-892-6080	8188926080 15490 PARTHENIA ST
818-893-3452	8188933452 14630 STE FIRE PLUMMER ST
818-893-3452	8188933530 14630 STE FIRE PLUMMER ST
818-893-3452	8188933614 14630 STE FIRE PLUMMER ST
818-893-3700	8188933700 8801 KESTER AVE
818-893-3700	8188938448 8801 KESTER AVE
818-894-0144	8188940144 8801 KESTER AVE
818-895-3650	8188953650 16244 NORDHOFF ST
818-895-5613	8188955613 14630 STE FIRE PLUMMER ST

818-896-6215	8188966215 12467 OSBORNE ST
818-896-8719	8188968719 10400 GLENOAKS BLV
818-897-7389	8188977389 12560 FILMORE ST
818-898-0184	8188980184 910 1ST ST
818-899-1950	8188991950 10943 HERRICK AVE
818-899-1950	8188992863 10943 HERRICK AVE
818-899-1950	8188998982 10943 HERRICK AVE
818-899-3779	8188993779 11798 FOOTHILL BLV
818-899-4537	8188994537 11850 FOOTHILL BLV
818-899-8087	8188998087 11075 FOOTHILL BLV
818-920-2929	8189202929 8801 KESTER AVE

Exhibit B

Frontier Company Name: Frontier (referred to in this Exhibit as "Frontier")

State: California

Customer name: City of Los Angeles, Library

Department

CSO Case No.: CSS-2011

Frontier shall provide CentraNet® and CentraNet® Voicemail Box Service(s) to Customer pursuant to this Agreement at the following rates, terms and conditions:

Description of CentraNet® and CentraNet® Voicemail Box Service(s):

CentraNet® Service is an arrangement whereby certain basic and optional features are provided from central office switching equipment located on Frontier's property. Customer must maintain a minimum of two (2) CentraNet® Service lines for each customer group location per serving Frontier central office. A CentraNet® station line cannot be used in lieu of a DID-DOD trunk or PBX trunk.

CentraNet® Voicemail Box Service is a communication system located in a Frontier central office allowing users to have calls answered when their line is busy or not answered. They can then retrieve messages from anywhere and process by saving, forward to another Frontier voicemail user, or erasing.

Location of CentraNet® and CentraNet® Voicemail Box Service(s):

CentraNet® and CentraNet® Voicemail Box Services shall be provided at the Billing Telephone Numbers (BTNs) and locations identified in Attachment 1 to Exhibit B for all the offices and departments of the City of Los Angeles.

Customer may add Customer Locations for CentraNet® and CentraNet® Voicemail Box Service(s) during the term of this Agreement, provided that such other Customer Locations are within Frontier's incumbent local exchange franchise service territory.

1. Charges:

A. Monthly Recurring Charges (MRC):

For Customer Locations in the fGTE Local Exchange Service Areas (Company Code: GTCA)

<u>Initial Order Quantity</u>	<u>Monthly Recurring Charge Items</u>	<u>Per Line Charge</u>
316	CENTRANET® LINE	\$3.65
316	FEATURE PAK 1000	\$0.50
0	FEATURE PAK 2000	\$2.20
0	FEATURE PAK 3000	\$2.80
0	CENTRANET® VOICEMAIL BOX	\$3.15

For Customer Locations in the fContel Local Exchange Service Areas (Company Code: CTCA)

Initial Order Quantity	Monthly Recurring Charge Items	Per Line Charge
0	CENTRANET® LINE	\$6.10
0	FEATURE PAK 1000	\$0.50
0	FEATURE PAK 2000	\$2.20
0	FEATURE PAK 3000	\$2.80
0	CENTRANET® VOICEMAIL BOX	\$3.15

See Appendix A1 for a listing of the exchanges located in the fGTE and fContel Local Exchange Service Areas.

The above charges do not include Federally mandated end user common line charges (EUCL), any applicable local, state, or federal governmental or regulatory charges, fees, taxes, surcharges, or other ILEC Product Guide charges. For Service in the fGTE Local Exchange Service Areas, the EUCL in the Frontier Telephone Companies Tariff FCC No. 14, Section 13 will be applied. For Service in the fContel Local Exchange Service Areas, the EUCL in the Frontier Telephone Companies Tariff FCC No. 16, Section 4 will be applied.

Charges for any other additional CentraNet® and/or CentraNet® Voicemail features ordered by Customer are taken from Frontier's ILEC Product Guide, and are subject to change.

B. Non-Recurring Charges (NRC): Rates for initial installation, moves, and changes, including line additions will be assessed from the applicable ILEC Product Guide.

C. Basic Termination Liability Charges (BTL). If for any reason Customer terminates or discontinues the Service prior to the expiration of the Term Period (including Optional Renewal Term(s), if applicable), at the time of discontinuance or termination, Customer shall pay twenty-five percent (25%) of the rates and charges, set forth above, for the Initial Order Quantities set forth for the remaining life of the contract. 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 Frontier all costs incurred by Frontier for contract and service preparation.

2. Service or Term Period. Customer shall purchase such Services for a period of thirty-six (36) consecutive months from the in-service date. The in-service date shall be the date, after the Effective Date defined above, on which Frontier's provisioning has been completed and the Service is available for Customer's use.

The Parties agree that this Agreement may be extended for up to two (2) additional one (1) year term periods (Optional Renewal Term) following the conclusion of the Initial Term Period provided Customer provides Frontier with written notice of its intent to exercise the Optional Renewal Term at least thirty (30) business days prior to the expiration of the then current Term Period.

3. 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. 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, Frontier will inform Customer of such applicable charges, and Frontier will install such facilities and provide such Services only upon mutual written agreement of the parties to such additional facility charges. If Customer does not agree to pay such additional charges, then Frontier will be excused from providing the affected Service. If no Service can be provided, then this Agreement will be subject to termination by Frontier without application of the termination charges described above.

Attachment 1 to Exhibit B

Service Address for all other offices and non-proprietary Departments

BTN	WTN	Service Address
209-002-6599	2090026599	10124 BALBOA BLV
209-007-7959	2090077959	3440 CALIFORNIA AVE
209-008-1613	2090081613	3440 CALIFORNIA AVE
209-009-0213	2090090213	11121 SEPULVEDA BLV
209-009-0213	2131194204	11121 SEPULVEDA BLV
209-009-3177	2090093177	11121 SEPULVEDA BLV
209-009-3177	2131168157	11121 SEPULVEDA BLV
209-009-9140	2090099140	11121 SEPULVEDA BLV
209-009-9140	2131193105	11121 SEPULVEDA BLV
209-011-0562	2090110562	11121 SEPULVEDA BLV
209-011-0562	3100012057	11121 SEPULVEDA BLV
209-012-2399	2090122399	3440 CALIFORNIA AVE
209-015-9481	2090159481	140 HURRICANE ST
209-015-9481	3100036521	15 VIA MARINA
209-026-2473	2090262473	140 HURRICANE ST
209-026-2473	3100030106	14792 PACIFIC COAST HWY
209-033-2125	2091515401	1663 BUTLER AVE
209-044-1257	2090441257	14630 PLUMMER ST
209-044-1257	2131193470	14630 PLUMMER ST
209-051-3186	2090513186	140 HURRICANE ST
209-051-3186	3100009436	901 ROSE AVE
209-064-3479	2090643479	15045 SUNSET BLV
209-078-4643	2090784643	11641 CORBIN AVE
209-081-5084	2090815084	14630 PLUMMER ST
209-081-5084	2131168584	14630 PLUMMER ST
209-096-9578	2090969578	11970 VENICE BLV
209-096-9578	2131184709	11970 VENICE BLV
209-097-2924	2090972924	1663 BUTLER AVE
209-097-8482	2090978482	140 HURRICANE ST
209-097-8482	2131185831	3411 SAWTELLE BLV
209-099-5325	2090995325	10124 BALBOA BLV
209-099-5325	3100029833	10124 BALBOA BLV
209-102-7151	2091027151	3300 DONALD DOUGLAS LP
209-102-7151	3100014830	3300 DONALD DOUGLAS LP
209-111-3888	2091113888	1828 SAWTELLE BLV
209-112-9546	2091129546	9053 SEPULVEDA BLV
209-112-9546	2091510257	13461 VAN NUYS BLV
209-112-9546	2131199464	9053 SEPULVEDA BLV
209-116-4913	2091164913	10124 BALBOA BLV
209-116-4913	3100018028	10124 BALBOA BLV
209-117-9558	2091179558	TEMESCAL CNYN RD
209-118-1807	2131176853	12760 OSBORNE ST
209-150-0470	2091500470	15321 BRAND BLV
209-150-0798	2091500798	10124 BALBOA BLV

209-150-0859	2091500859 12760 OSBORNE ST
209-150-0869	2091500869 12760 OSBORNE ST
209-150-1834	2091501834 1201 WESTWOOD BL
209-150-1895	2091501895 14430 POLK ST
209-150-2192	2091502192 107 BEVERLY GLEN BLV
209-150-2192	3100032535 107 BEVERLY GLEN BLV
209-150-2252	2091502252 12050 BALBOA BLV
209-150-2254	2091502254 7777 FOOTHILL BLV
209-150-2551	2091502551 12312 CULVER BLV
209-150-2592	2091502592 12312 RM 209 CULVER BLV
209-150-2593	2091502593 12312 RM 209 CULVER BLV
209-150-2594	2091502594 12312 RM 209 CULVER BLV
209-150-2595	2091502595 12312 RM 209 CULVER BLV
209-150-2596	2091502596 12312 RM 209 CULVER BLV
209-150-2597	2091502597 12312 RM 209 CULVER BLV
209-150-2598	2091502598 12312 RM 209 CULVER BLV
209-150-2599	2091502599 12312 RM 209 CULVER BLV
209-150-2600	2091502600 12312 RM 209 CULVER BLV
209-150-2601	2091502601 12312 RM 209 CULVER BLV
209-150-2602	2091502602 12312 RM 209 CULVER BLV
209-150-2712	2091502712 7777 FOOTHILL BLV
209-150-2712	3100011780 7777 FOOTHILL BLV
209-150-2935	2091502935 13461 VAN NUYS BLV
209-150-3137	2091503137 3860 CREST RD
209-150-3137	2091511877 11505 OLYMPIC BLV
209-150-3137	2131196997 11505 OLYMPIC BLV
209-150-3277	2091503277 12312 CULVER BLV
209-150-3635	2091503635 13461 VAN NUYS BLV
209-150-3667	2091503667 1828 SAWTELLE BLV
209-150-3805	2091503805 16500 MULHOLLAND DR
209-150-3830	2091503830 16500 MULHOLLAND DR
209-150-3831	2091503831 12229 SUNSET BLV
209-150-3831	3100013063 12229 SUNSET BLV
209-150-4168	2091504168 1828 SAWTELLE BLV
209-150-4251	2091504251 107 BEVERLY GLEN BLV
209-150-4431	2091504431 11351 TAMPA AVE
209-150-4522	2091504522 11505 OLYMPIC BLV
209-150-4567	2091504567 14123 NORDHOFF ST
209-150-5001	2091505001 14000 FL 1 NORDHOFF ST
209-150-5006	2091505006 16500 NORDHOFF ST
209-150-5095	2091505095 13461 VAN NUYS BLV
209-150-5124	2090670698 1450 BUNDY DR
209-150-5124	2091193844 13246 FIJI WAY
209-150-5124	2091505124 17281 SUNSET BLV
209-150-5133	2091505133 13461 VAN NUYS BLV
209-150-5170	2091505170 140 HURRICANE ST
209-150-5170	2131180707 140 HURRICANE ST

209-150-5170	3100012750 140 HURRICANE ST
209-150-5170	3100034349 140 HURRICANE ST
209-150-5183	2091505183 SAYRE ST
209-150-5232	2091505232 14430 POLK ST
209-150-5311	2091505311 900 3RD ST
209-150-5311	2131191179 900 3RD ST
209-150-5311	3100011137 900 3RD ST
209-150-5480	2091505480 13461 VAN NUYS BLV
209-150-5481	2091505481 13461 VAN NUYS BLV
209-150-5535	2091505535 1645 RM 209 CORINTH AVE
209-150-5536	2091505536 1544 COTNER AVE
209-150-5537	2091505537 1544 COTNER AVE
209-150-5538	2091505538 1544 COTNER AVE
209-150-5539	2091505539 1544 COTNER AVE
209-150-5540	2091505540 1544 COTNER AVE
209-150-5541	2091505541 1544 COTNER AVE
209-150-5542	2091505542 1544 COTNER AVE
209-150-5543	2091505543 1544 COTNER AVE
209-150-5544	2091505544 1544 COTNER AVE
209-150-5545	2091505545 1544 COTNER AVE
209-150-5546	2091505546 1544 COTNER AVE
209-150-5547	2091505547 1544 COTNER AVE
209-150-5548	2091505548 1544 COTNER AVE
209-150-5549	2091505549 1544 COTNER AVE
209-150-5550	2091505550 1544 COTNER AVE
209-150-5551	2091505551 1544 COTNER AVE
209-150-5552	2091505552 1544 COTNER AVE
209-150-5553	2091505553 1544 COTNER AVE
209-150-5555	2091505555 1544 COTNER AVE
209-150-5556	2091505556 1544 COTNER AVE
209-150-5557	2091505557 1544 COTNER AVE
209-150-5558	2091505558 2027 STONER AVE
209-150-5563	2091505563 1544 COTNER AVE
209-150-5563	2131178166 1544 COTNER AVE
209-150-5564	2091505564 1544 COTNER AVE
209-150-5576	2091505576 1663 BUTLER AVE
209-150-5577	2091505577 1663 BUTLER AVE
209-150-5580	2091505580 1663 BUTLER AVE
209-150-5607	2091505607 1544 COTNER AVE
209-150-5608	2091505608 1544 COTNER AVE
209-150-5609	2091505609 1544 COTNER AVE
209-150-5610	2091505610 1544 COTNER AVE
209-150-5611	2091505611 1544 COTNER AVE
209-150-5612	2091505612 1544 COTNER AVE
209-150-5613	2091505613 1544 COTNER AVE
209-150-5614	2091505614 1544 COTNER AVE
209-150-5615	2091505615 1544 COTNER AVE

209-150-5616	2091505616	1544 COTNER AVE
209-150-5617	2091505617	1544 COTNER AVE
209-150-5618	2091505618	1544 COTNER AVE
209-150-5619	2091505619	1544 COTNER AVE
209-150-5620	2091505620	1544 COTNER AVE
209-150-5621	2091505621	1544 COTNER AVE
209-150-5622	2091505622	1544 COTNER AVE
209-150-5623	2091505623	1544 COTNER AVE
209-150-5624	2091505624	1544 COTNER AVE
209-150-5626	2091505626	1544 COTNER AVE
209-150-5627	2091505627	1544 COTNER AVE
209-150-5628	2091505628	1544 COTNER AVE
209-150-5629	2091505629	1544 COTNER AVE
209-150-5630	2091505630	11000 WILSHIRE BLV
209-150-5631	2091505631	1544 COTNER AVE
209-150-5632	2091505632	1544 COTNER AVE
209-150-5639	2091505639	11168 MISSOURI AVE
209-150-5640	2091505640	1544 COTNER AVE
209-150-5640	3100003112	1544 COTNER AVE
209-150-5641	2091505641	1544 COTNER AVE
209-150-5642	2091505642	1544 COTNER AVE
209-150-5656	2091505656	1645 CORINTH AVE
209-150-5657	2091505657	1663 BUTLER AVE
209-150-5658	2091505658	1663 BUTLER AVE
209-150-5659	2091505659	1624 PURDUE AVE
209-150-5660	2091505660	1624 PURDUE AVE
209-150-5706	2091505706	1930 SHELL AVE
209-150-5842	2091505842	1663 BUTLER AVE
209-150-6214	2091506214	CHAUTAUQUA BL
209-150-6216	2091506216	15045 SUNSET BLV
209-150-6217	2091506217	17281 SUNSET BLV
209-150-6252	2091506252	310 MT HOLYOKE AVE
209-150-6253	2091506253	15045 SUNSET BLV
209-150-6254	2091506254	15045 SUNSET BLV
209-150-6255	2091506255	15045 SUNSET BLV
209-150-6256	2091506256	15045 SUNSET BLV
209-150-6257	2091506257	15045 SUNSET BLV
209-150-6258	2091506258	15045 SUNSET BLV
209-150-6259	2091506259	15045 SUNSET BLV
209-150-6260	2091506260	15045 SUNSET BLV
209-150-6261	2091506261	15045 SUNSET BLV
209-150-6261	2131172289	15045 SUNSET BLV
209-150-6262	2091506262	15045 SUNSET BLV
209-150-6262	3100003642	15045 SUNSET BLV
209-150-6268	2091506268	12312 CULVER BLV
209-150-6275	2091506275	3000 BUNDY DR
209-150-6279	2091506279	12312 CULVER BLV

209-150-6280	2091506280 12312 CULVER BLV
209-150-6461	2091506461 13461 VAN NUYS BLV
209-150-6670	2091506670 11950 MISSOURI AVE
209-150-6670	3100011708 11950 MISSOURI AVE
209-150-6701	2091506701 13461 VAN NUYS BLV
209-150-6851	2091506851 1233 ROSE AVE
209-150-6897	2091506897 10400 GLENOAKS BLV
209-150-7108	2091507108 13461 VAN NUYS BLV
209-150-7205	2091507205 13461 VAN NUYS BLV
209-150-7358	2091507358 1930 SHELL AVE
209-150-7379	2091507379 140 HURRICANE ST
209-150-7380	2091507380 140 HURRICANE ST
209-150-7521	2091507521 1645 CORINTH AVE
209-150-7731	2091507731 100 WILSHIRE BLV
209-150-7890	2091507890 9150 IMPERIAL HWY
209-150-7893	2091507893 9150 IMPERIAL HWY
209-150-7897	2091507897 9150 IMPERIAL HWY
209-150-7898	2091507898 9150 IMPERIAL HWY
209-150-7985	2091507985 140 HURRICANE ST
209-150-7985	2131167933 140 HURRICANE ST
209-150-7985	2131169000 140 HURRICANE ST
209-150-7985	2131175058 140 HURRICANE ST
209-150-7985	2131176188 140 HURRICANE ST
209-150-7985	2131187951 140 HURRICANE ST
209-150-7985	2131199375 140 HURRICANE ST
209-150-7985	3100005487 140 HURRICANE ST
209-150-7985	3100010709 140 HURRICANE ST
209-150-7985	3100013849 140 HURRICANE ST
209-150-7985	3100020025 140 HURRICANE ST
209-150-7985	3100024250 140 HURRICANE ST
209-150-7985	3100029532 140 HURRICANE ST
209-150-8020	2091508020 13461 VAN NUYS BLV
209-150-8722	2091508722 107 BEVERLY GLEN BLV
209-150-8727	2091508727 13461 VAN NUYS BLV
209-150-8778	2091508778 851 ALMA REAL DR
209-150-9030	2091509030 13461 VAN NUYS BLV
209-150-9227	2091509227 15345 SAN FERNANDO MISSION BLV
209-150-9301	2091509301 1653 PURDUE AVE
209-150-9302	2091509302 1640 PURDUE AVE
209-150-9311	2091509311 1650 PURDUE AVE
209-150-9571	2091509571 12229 SUNSET BLV
209-151-0010	2091510010 140 HURRICANE ST
209-151-0093	2091510093 13461 VAN NUYS BLV
209-151-0265	2091510265 16500 MULHOLLAND DR
209-151-0469	2091510469 2300 OCEAN FRONT WLK
209-151-0470	2091510470 1930 SHELL AVE
209-151-0472	2091510472 140 HURRICANE ST

209-151-0472	2131171436	140 HURRICANE ST
209-151-0472	2131184156	140 HURRICANE ST
209-151-0472	2131198767	140 HURRICANE ST
209-151-0473	2091510473	140 HURRICANE ST
209-151-0473	2131193568	140 HURRICANE ST
209-151-0473	2131199439	140 HURRICANE ST
209-151-0473	3100005740	140 HURRICANE ST
209-151-0473	3100027911	140 HURRICANE ST
209-151-0473	3100031844	140 HURRICANE ST
209-151-0473	3100035528	140 HURRICANE ST
209-151-0474	2091510474	140 HURRICANE ST
209-151-0474	2131198429	140 HURRICANE ST
209-151-0475	2091510475	140 HURRICANE ST
209-151-0475	2131170468	140 HURRICANE ST
209-151-0475	2131183594	140 HURRICANE ST
209-151-0475	2131188841	140 HURRICANE ST
209-151-0475	2131190757	140 HURRICANE ST
209-151-0475	3100013939	140 HURRICANE ST
209-151-0475	3100026852	140 HURRICANE ST
209-151-0778	2091510778	140 HURRICANE ST
209-151-0779	2091510779	17864 SUB TRLR SESNON BLV
209-151-0781	2091510781	18300 RINALDI ST
209-151-0786	2091510786	12050 BALBOA BLV
209-151-0788	2091510788	12050 BALBOA BLV
209-151-0789	2091510789	12050 BALBOA BLV
209-151-0790	2091510790	12050 BALBOA BLV
209-151-0791	2091510791	12050 BALBOA BLV
209-151-0792	2091510792	12050 BALBOA BLV
209-151-0810	2091510810	12050 BALBOA BLV
209-151-0850	2091510850	12050 BALBOA BLV
209-151-0856	2091510856	11641 CORBIN AVE
209-151-0856	2091511085	13461 VAN NUYS BLV
209-151-1003	2091511003	100 WILSHIRE BLV
209-151-1004	2091511004	100 WILSHIRE BLV
209-151-1005	2091511005	100 WILSHIRE BLV
209-151-1032	2091511032	11770 FOOTHILL BLV
209-151-1035	2091511035	13035 VAN NUYS BLV
209-151-1036	2091511036	12760 RM 236 OSBORNE ST
209-151-1052	2091511052	13035 VAN NUYS BLV
209-151-1054	2091511054	13035 VAN NUYS BLV
209-151-1066	2091511066	13630 VAN NUYS BLV
209-151-1067	2091511067	11950 FLOOR 1 LOPEZ CANYON RD
209-151-1067	3100029989	BLDG 3
209-151-1068	2091511068	13461 VAN NUYS BLV
209-151-1069	2091511069	11950 LOPEZ CANYON RD
209-151-1069	3100026428	11950 LOPEZ CANYON RD
209-151-1070	2091511070	13461 VAN NUYS BLV

209-151-1071	2091511071	13461 VAN NUYS BLV
209-151-1074	2091511074	13461 VAN NUYS BLV
209-151-1075	2091511075	13461 VAN NUYS BLV
209-151-1075	2131190045	13461 VAN NUYS BLV
209-151-1076	2091511076	11950 LOPEZ CANYON RD
209-151-1077	2091511077	13461 VAN NUYS BLV
209-151-1078	2091511078	13461 VAN NUYS BLV
209-151-1079	2091511079	13461 VAN NUYS BLV
209-151-1081	2091511081	13461 VAN NUYS BLV
209-151-1082	2091511082	13461 VAN NUYS BLV
209-151-1083	2091511083	13461 VAN NUYS BLV
209-151-1084	2091511084	13461 VAN NUYS BLV
209-151-1086	2091511086	13461 VAN NUYS BLV
209-151-1088	2091511088	13461 VAN NUYS BLV
209-151-1088	2131191690	13461 VAN NUYS BLV
209-151-1357	2091511357	13461 VAN NUYS BLV
209-151-1670	2091511670	1650 PURDUE AVE
209-151-1671	2091511671	1653 PURDUE AVE
209-151-1672	2091511672	2700 BARRINGTON AVE
209-151-1678	2091511678	1663 BUTLER AVE
209-151-1681	2091511681	1663 BUTLER AVE
209-151-1704	2091511704	1650 PURDUE AVE
209-151-1727	2091511727	1845 PONTIUS AVE
209-151-1734	2091511734	1650 PURDUE AVE
209-151-1758	2091511758	1663 BUTLER AVE
209-151-1758	2131170863	1663 BUTLER AVE
209-151-1863	2091511863	1658 BUTLER AVE
209-151-2083	2091512083	140 HURRICANE ST
209-151-2159	2091512159	140 HURRICANE ST
209-151-2159	2131170275	140 HURRICANE ST
209-151-2159	2131171430	140 HURRICANE ST
209-151-2159	2131187832	140 HURRICANE ST
209-151-2159	2131194525	140 HURRICANE ST
209-151-2159	2131195765	140 HURRICANE ST
209-151-2159	3100003460	140 HURRICANE ST
209-151-2159	3100004897	140 HURRICANE ST
209-151-2159	3100006321	140 HURRICANE ST
209-151-2159	3100017347	140 HURRICANE ST
209-151-2159	3100020509	140 HURRICANE ST
209-151-2159	3100020699	140 HURRICANE ST
209-151-2159	3100021046	140 HURRICANE ST
209-151-2159	3100023718	140 HURRICANE ST
209-151-2159	3100034683	140 HURRICANE ST
209-151-2160	2091512160	1930 SHELL AVE
209-151-2238	2091512238	1930 SHELL AVE
209-151-2244	2091512244	681 VENICE BLV
209-151-2245	2091512245	13700 MINDANAO WAY

209-151-2249	2091512249 13837 FIJI WAY
209-151-2365	2091512365 1930 SHELL AVE
209-151-2455	2091512455 14123 NORDHOFF ST
209-151-2628	2091512628 BLDG 3
209-151-2628	2131173362 BLDG 3
209-151-2646	2091512646 13461 VAN NUYS BLV
209-151-2689	2091512689 3860 CREST RD
209-151-2712	2091512712 3860 CREST RD
209-151-3052	2091513052 15045 SUNSET BLV
209-151-3056	2091513056 13461 VAN NUYS BLV
209-151-3752	2091513752 12750 FLOOR 6 CENTER COURT DR
209-151-3755	2091513755 12750 CENTER COURT DR
209-151-3934	2091513934 9150 IMPERIAL HWY
209-151-3957	2091513957 13461 VAN NUYS BLV
209-151-4017	2091514017 1658 BUTLER AVE
209-151-4077	2091514077 11321 TAMPA AVE
209-151-4127	2091514127 13461 VAN NUYS BLV
209-151-4128	2091514128 13461 VAN NUYS BLV
209-151-4178	2091514178 1375 VETERAN AVE
209-151-4190	2091514190 12050 BALBOA BLV
209-151-4192	2091514192 12050 BALBOA BLV
209-151-4800	2090275255 14445 OLIVE VIEW DR
209-151-4800	2091514800 13461 VAN NUYS BLV
209-151-4800	2131190470 14445 OLIVE VIEW DR
209-151-4903	2091514903 13461 VAN NUYS BLV
209-151-4928	2091514928 13461 VAN NUYS BLV
209-151-4933	2091514933 15399 CHATSWORTH ST
209-151-5008	2091515008 1930 SHELL AVE
209-151-5014	2091515014 7777 FOOTHILL BLV
209-151-5025	2091515025 7777 FOOTHILL BLV
209-151-5025	3100028453 7777 FOOTHILL BLV
209-151-5032	2091515032 7777 FOOTHILL BLV
209-151-5040	2091515040 BLDG 3
209-151-5040	3100014002 BLDG 3
209-151-5041	2091515041 BLDG 3
209-151-5042	2091515042 BLDG 3
209-151-5043	2091515043 9411 WENTWORTH ST
209-151-5043	3100007096 9411 WENTWORTH ST
209-151-5043	3100029166 9411 WENTWORTH ST
209-151-5045	2091515045 BLDG 3
209-151-5045	2131193633 BLDG 3
209-151-5047	2091515047 BLDG 3
209-151-5047	3100015718 BLDG 3
209-151-5056	2091515056 7777 FOOTHILL BLV
209-151-5057	2091515057 7777 FOOTHILL BLV
209-151-5058	2091515058 7777 FOOTHILL BLV
209-151-5059	2091515059 7777 FOOTHILL BLV

209-151-5060	2091515060 7777 FOOTHILL BLV
209-151-5061	2091515061 7777 FOOTHILL BLV
209-151-5371	2091515371 13461 VAN NUYS BLV
209-151-5373	2091515373 1663 BUTLER AVE
209-151-5374	2091515374 11505 OLYMPIC BLV
209-151-5376	2091515376 1663 BUTLER AVE
209-151-5377	2091515377 1663 BUTLER AVE
209-151-5378	2091515378 1663 BUTLER AVE
209-151-5379	2091515379 1663 BUTLER AVE
209-151-5380	2091515380 1663 BUTLER AVE
209-151-5381	2091515381 1663 BUTLER AVE
209-151-5382	2090556109 12312 CULVER BLV
209-151-5382	2091515382 1663 BUTLER AVE
209-151-5383	2091515383 1663 BUTLER AVE
209-151-5384	2131197082 1663 BUTLER AVE
209-151-5385	2091515385 1663 BUTLER AVE
209-151-5386	2091515386 1663 BUTLER AVE
209-151-5387	2090707750 1930 SHELL AVE
209-151-5387	2091515387 1663 BUTLER AVE
209-151-5388	2091515388 1663 BUTLER AVE
209-151-5389	2091515389 1663 BUTLER AVE
209-151-5390	2091515390 1663 BUTLER AVE
209-151-5391	2091515391 1663 BUTLER AVE
209-151-5392	2091515392 1663 BUTLER AVE
209-151-5393	2091515393 1663 BUTLER AVE
209-151-5394	2091515394 1663 BUTLER AVE
209-151-5395	2091515395 1663 BUTLER AVE
209-151-5396	2091515396 1663 BUTLER AVE
209-151-5397	2091515397 1663 BUTLER AVE
209-151-5398	2091515398 1663 BUTLER AVE
209-151-5399	2091515399 1663 BUTLER AVE
209-151-5400	2091515400 1645 CORINTH AVE
209-151-5636	2091515636 140 HURRICANE ST
209-151-6060	2131187660 15345 SAN FERNANDO MISSION BLV
209-152-1964	2091521964 1645 CORINTH AVE
209-152-1964	2131170485 1645 CORINTH AVE
209-188-1407	2091881407
213-005-1851	2130051851 100 STE 510 OCEANGATE
213-007-3887	2130073887 11950 MISSOURI AVE
213-007-3887	2131185087 11950 MISSOURI AVE
213-018-8318	2130188318 15545 STE 300 DEVONSHIRE ST
213-018-8318	3100021556 15545 STE 300 DEVONSHIRE ST
213-020-1660	2130201660 11970 VENICE BLV
213-020-1660	3100008378 100 WILSHIRE BLV
213-034-0887	2130340887 140 HURRICANE ST
213-034-0887	3100032371 15900 PACIFIC COAST HWY
310-230-0137	3102300137 601 LATIMER RD

310-230-0592	3102300592	17281 SUNSET BLV
310-230-9352	3102309352	15045 SUNSET BLV
310-306-1093	3103061093	4553 GLENCOE AVE
310-306-4162	3103064162	1930 SHELL AVE
310-312-3501	3103123511	11214 EXPOSITION BLV
	3103123501 to	
310-312-3501	3103123502	11214 EXPOSITION BLV
310-313-5832	3103135832	12312 CULVER BLV
310-390-4152	3103904152	11970 VENICE BLV
310-390-4152	3103917091	11970 VENICE BLV
310-391-3831	3103911671	11430 WOODBINE ST
310-391-3831	3103913831	11430 WOODBINE ST
310-391-3831	3103915056	11430 WOODBINE ST
310-391-3831	3103918982	11430 WOODBINE ST
310-392-5566	3103925566	1234 PACIFIC AVE
310-393-5219	3103935219	1336 16TH ST
310-394-7831	3103947831	1650 PURDUE AVE
310-394-8549	3103948549	1450 ALLENFORD AVE
310-396-1615	3103961615	215 SAN JUAN AVE
310-396-3557	3103963557	1234 PACIFIC AVE
310-396-7561	3103967561	1341 LAKE ST
310-396-8735	3103968521	1341 LAKE ST
310-396-8735	3103968735	1341 LAKE ST
310-396-9055	3103141815	1341 LAKE ST
310-396-9055	3103969055	1341 LAKE ST
310-397-2606	3103972606	12312 CULVER BLV
310-397-2606	3103976866	12312 CULVER BLV
310-397-2662	3103972662	11970 VENICE BLV
310-398-5982	3103985982	11430 WOODBINE ST
310-399-0713	3103990713	767 CALIFORNIA AVE
310-399-0713	3104522291	767 CALIFORNIA AVE
310-399-2775	3103992775	1530 OCEAN FRONT WLK
310-399-4253	3103966584	1531 OCEAN FRONT WLK
310-399-4253	3103966794	1531 OCEAN FRONT WLK
310-399-4253	3103966873	1531 OCEAN FRONT WLK
310-399-4253	3103994253	1531 OCEAN FRONT WLK
310-444-7983	3104447983	11168 MISSOURI AVE
310-445-1758	3104451758	11168 MISSOURI AVE
310-445-1764	3104451764	1835 STONER AVE
310-445-1795	3104451795	1645 RM 201 CORINTH AVE
310-445-6475	3104456475	11165 MISSOURI AVE
310-452-7479	3104527479	767 CALIFORNIA AVE
310-454-5734	3104545734	601 LATIMER RD
310-454-6232	3104546232	14792 PACIFIC COAST HWY
310-454-7950	3104547950	16150 PACIFIC COAST HWY
310-454-9872	3104549872	601 LATIMER RD
310-458-9258	3104589258	500 AVONDALE AVE

310-459-1610	3104591610 15208 DE PAUW ST
310-459-4359	3104594359 215 TRANQUILLO RD
310-459-6098	3104596098 15424 SUNSET BLV
310-459-7134	3104597134 17013 PACIFIC COAST HWY
310-459-7134	3104599276 17013 PACIFIC COAST HWY
310-471-2489	3104712489 598 SEPULVEDA BLV
310-471-7891	3104717891 12229 SUNSET BLV
310-472-5233	3104717860 1000 HANLEY AVE
310-472-5233	3104725233 1000 HANLEY AVE
310-473-3161	3104733161 11338 SANTA MONICA BLV
310-473-3161	3104770742 11338 SANTA MONICA BLV
310-473-9273	3104739273 1350 SEPULVEDA BLV
310-476-4866	3104763807 333 BARRINGTON AVE
310-476-4866	3104764866 333 BARRINGTON AVE
310-477-4989	3104774989 1650 PURDUE AVE
310-477-6385	3104776385 1645 FL 2 CORINTH AVE
310-477-6594	3103122458 1663 BUTLER AVE
310-477-6594	3104776594 1663 BUTLER AVE
310-478-5749	3104785749 1828 SAWTELLE BLV
310-478-7253	3104787253 11168 MISSOURI AVE
310-479-3492	3104793492 11505 OLYMPIC BLV
310-479-4119	3104794110 11338 SANTA MONICA BLV
310-479-4119	3104794119 11338 SANTA MONICA BLV
310-479-7200	3104771574 1835 STONER AVE
310-479-7200	3104771614 1835 STONER AVE
310-479-7200	3104779562 1835 STONER AVE
310-479-7200	3104788316 1835 STONER AVE
310-479-7200	3104797200 1835 STONER AVE
310-575-1518	3105751518 1828 SAWTELLE BLV
310-575-1518	3105758028 1828 SAWTELLE BLV
310-575-1518	3105758036 1828 SAWTELLE BLV
310-575-1518	3105758063 1828 FL 3 SAWTELLE BLV
310-575-1518	3105758064 1828 SAWTELLE BLV
310-575-1518	3105758076 1828 SAWTELLE BLV
310-575-1518	3105758078 1828 SAWTELLE BLV
310-575-1518	3105758088 1828 SAWTELLE BLV
310-575-1518	3105758107 1828 SAWTELLE BLV
310-575-1518	3105758121 1828 SAWTELLE BLV
310-575-1518	3105758122 1828 SAWTELLE BLV
310-575-1518	3105758124 1828 SAWTELLE BLV
310-575-1518	3105758127 1828 SAWTELLE BLV
310-575-1518	3105758131 1828 SAWTELLE BLV
310-575-1518	3105758133 1828 SAWTELLE BLV
310-575-1518	3105758135 1828 FL 3 SAWTELLE BLV
310-575-1518	3105758136 1828 FL 3 SAWTELLE BLV
310-575-1518	3105758181 1828 FL 3 SAWTELLE BLV
310-575-1518	3105758182 1828 FL 3 SAWTELLE BLV

310-575-1518	3105758183 1828 FL 3 SAWTELLE BLV
310-575-1518	3105758184 1828 SAWTELLE BLV
310-575-1518	3105758186 1828 SAWTELLE BLV
310-575-1518	3105758200 1828 FL 3 SAWTELLE BLV
310-575-1518	3105758291 1828 SAWTELLE BLV
310-575-1518	3105758292 1828 SAWTELLE BLV
310-575-1518	3105758293 1828 SAWTELLE BLV
310-575-1518	3105758295 1828 SAWTELLE BLV
310-575-1518	3105758296 1828 SAWTELLE BLV
310-575-1518	3105758297 1828 SAWTELLE BLV
310-575-6708	3105756708 1633 PURDUE AVE
310-575-8010	3105758010 555 RAMINEZ
310-575-8011	3105758011 1350 SEPULVEDA BLV
310-575-8011	3105758011 1350 SEPULVEDA BLV
310-575-8012	3105758012 11430 WOODBINE ST
310-575-8013	3105758013 333 BARRINGTON AVE
310-575-8014	3105758014 851 ALMA REAL DR
310-575-8015	3105758015 601 LATIMER RD
310-575-8018	3105758018 1000 HANLEY AVE
310-575-8056	3105758056 1849 SAWTELLE BLV
310-575-8056	3105758056 1849 SAWTELLE BLV
310-575-8056	3105758057 1849 SAWTELLE BLV
310-575-8257	3105758257 1530 OCEAN FRONT WLK
310-575-8260	3105758260 2490 WALGROVE AVE
310-575-8260	3105758261 2490 WALGROVE AVE
310-575-8260	3105758262 2490 WALGROVE AVE
310-575-8260	3105758263 2490 WALGROVE AVE
310-575-8264	3105758264 215 SAN JUAN AVE
310-575-8267	3105758267 1633 PURDUE AVE
310-575-8267	3105758268 1633 PURDUE AVE
310-575-8269	3105758269 1641 PREUSS RD
310-575-8270	3105758270 11168 MISSOURI AVE
310-575-8282	3105758282 1828 FL 3 SAWTELLE BLV
310-575-8286	3105758286 1831 STONER AVE
310-575-8287	3105758287 2027 STONER AVE
310-575-8287	3105758288 2027 STONER AVE
310-575-8289	3105758289 1350 SEPULVEDA BLV
310-575-8306	3105758306 3233 THATCHER AVE
310-575-8306	3105758307 3233 THATCHER AVE
310-575-8306	3105758413 3233 THATCHER AVE
310-575-8306	3105758413 3233 THATCHER AVE
310-575-8320	3105758320 3311 THATCHER AVE
310-575-8368	3104451745 1828 SAWTELLE BLV
310-575-8368	3104451745 1828 SAWTELLE BLV
310-575-8368	3105750396 1828 SAWTELLE BLV
310-575-8368	3105758368 1828 SAWTELLE BLV

310-575-8368	3105758530 1828 SAWTELLE BLV
310-575-8368	3105758534 1828 SAWTELLE BLV
310-575-8368	3105758612 1828 SAWTELLE BLV
310-575-8368	3105758622 1828 SAWTELLE BLV
310-575-8368	3105758634 1828 SAWTELLE BLV
310-575-8368	3105758637 1828 SAWTELLE BLV
310-575-8368	3105758638 1828 FL 3 SAWTELLE BLV
310-575-8368	3105758639 1828 FL 3 SAWTELLE BLV
310-575-8368	3105758641 1828 FL 3 SAWTELLE BLV
310-575-8368	3105758645 1828 SAWTELLE BLV
310-575-8368	3105758647 1828 SAWTELLE BLV
310-575-8368	3105758648 1828 SAWTELLE BLV
310-575-8368	3105758650 1828 SAWTELLE BLV
310-575-8368	3105758863 1828 SAWTELLE BLV
310-575-8368	3105758865 1828 SAWTELLE BLV
310-575-8368	3105758866 1828 SAWTELLE BLV
310-575-8386	3105758386 11338 SANTA MONICA BLV
310-575-8399	3105758399 4095 GLENCOE AVE
310-575-8432	3105758432 2551 MOTOR AVE
310-575-8471	3105758471 11165 MISSOURI AVE
310-575-8473	3105758473 6710 PACIFIC AVE
310-575-8478	3105758478 11165 MISSOURI AVE
310-575-8478	3105758490 11165 MISSOURI AVE
310-575-8478	3105758492 11165 MISSOURI AVE
310-575-8491	3105758491 11168 MISSOURI AVE
310-575-8491	3105758498 11168 MISSOURI AVE
310-575-8491	3105758522 11168 MISSOURI AVE
310-575-8491	3105759597 11168 MISSOURI AVE
310-575-8491	3105759698 11168 MISSOURI AVE
310-575-8509	3105758508 1090 VETERAN AVE
310-575-8509	3105758509 1090 VETERAN AVE
310-575-8509	3105758510 1090 VETERAN AVE
310-575-8509	3105758537 1090 VETERAN AVE
310-575-8519	3105758519 12229 SUNSET BLV
310-575-8523	3105758523 17281 SUNSET BLV
310-575-8535	3105758535 1645 CORINTH AVE
310-575-8535	3105758592 1645 CORINTH AVE
310-575-8535	3105758910 1645 RM 203 CORINTH AVE
310-575-8535	3105758911 1645 RM 203 CORINTH AVE
310-575-8559	3105758559 11505 OLYMPIC BLV
310-575-8563	3105758563 1930 SHELL AVE
310-575-8569	3105758569 15045 SUNSET BLV
310-575-8571	3105758571 107 BEVERLY GLEN BLV
310-575-8598	3105758598 11168 MISSOURI AVE
310-575-8601	3105758601 11338 SANTA MONICA BLV
310-575-8753	3105758753 1479 STONER AVE
310-575-8830	3105758830 2000 ABBOT KINNEY BLV

310-577-1046	3105771046 1800 OCEAN FRONT WLK
310-737-7548	3107377548 12006 VENICE BLV
310-821-1587	3108211587 2000 ABBOT KINNEY BLV
310-821-5654	3108215654 3233 THATCHER AVE
310-821-8542	3108218542 3026 STRONGS DR
310-822-2401	3108222401 1930 SHELL AVE
310-823-1362	3108231362 3233 THATCHER AVE
310-823-1362	3108238503 3233 THATCHER AVE
310-823-4987	3108234987 13715 SLIP H280 FIJI WAY
310-823-7042	3108237042 1920 CANAL ST
310-966-1952	3109661952 1658 BUTLER AVE
310-966-6760	3109666760 1849 SAWTELLE BLV
310-966-6760	3109666781 1849 SAWTELLE BLV
805-491-2634	8054912634 2761 LIBERTY HILL LN
818-352-0194	8183520194 7747 FOOTHILL BLV
818-352-0194	8183520489 7747 FOOTHILL BLV
818-352-0194	8183528563 7747 FOOTHILL BLV
818-352-0194	8183537198 7747 FOOTHILL BLV
818-352-0392	8183520392 7771 FOOTHILL BLV
818-352-3287	8183523287 7747 FOOTHILL BLV
818-352-3287	8183527156 7747 FOOTHILL BLV
818-352-3287	8183528404 7747 FOOTHILL BLV
818-352-6762	8183526762 7777 FOOTHILL BLV
818-352-9532	8183529532 9411 WENTWORTH ST
818-352-9532	8183533063 9411 WENTWORTH ST
818-352-9532	8183539627 9411 WENTWORTH ST
818-352-9843	8183529843 7747 FOOTHILL BLV
818-353-1795	8183531795 7747 FOOTHILL BLV
818-353-1795	8183538637 7747 FOOTHILL BLV
818-353-1795	8183538713 7747 FOOTHILL BLV
818-353-9571	8183534921 8640 FENWICK ST
818-353-9571	8183539571 8640 FENWICK ST
818-360-1400	8183601400 10241 BALBOA BLV
818-360-1400	8183601455 10241 BALBOA BLV
818-361-1377	8183611377 15121 BRAND BLV
818-361-1682	8183611682 15345 SAN FERNANDO MISSION BLV
818-361-2913	8183612913 15400 SAN FERNANDO MISSION BLV
818-361-4729	8183614729 11844 GLENOAKS BLV
818-361-4729	8183614876 11844 GLENOAKS BLV
818-362-1806	8183621806 16350 FILBERT ST
818-362-1806	8183627098 16350 FILBERT ST
818-362-9412	8183629412 14430 POLK ST
818-362-9709	8183629709 16350 FILBERT ST
818-363-2901	8183632901 17899 DEVONSHIRE ST
818-363-4157	8183634157 18500 RINALDI ST
818-363-4198	8183634198 16998 RINALDI ST
818-363-5980	8183635980 17900 TUSCAN CT

818-365-2572	8183652572 11549 BRADLEY AVE
818-365-3477	8183653477 15174 SAN FERNANDO MISSION BLV
818-365-6538	8183656538 11549 BRADLEY AVE
818-365-8196	8183658196 15345 SAN FERNANDO MISSION BLV
818-366-2681	8183662681 11351 TAMPA AVE
818-366-2681	8188317629 11351 TAMPA AVE
818-366-2762	8183662762 12001 BLUCHER AVE
818-367-0296	8183670296 13109 BORDEN AVE
818-367-0296	8183673830 13109 BORDEN AVE
818-367-0296	8183675656 13109 BORDEN AVE
818-367-2501	8183672501 13821 SAYRE ST
818-367-4130	8183674130 13161 SAN FERNANDO RD
818-367-6102	8183676102 14561 POLK ST
818-367-6727	8183676727 13109 BORDEN AVE
818-368-8343	8183688343 10421 TUNNEY AVE
818-686-6426	8186866426 10943 HERRICK AVE
818-830-8215	8188300397 8801 KESTER AVE
818-830-8215	8188308215 8801 KESTER AVE
818-831-2373	8188312373 10421 TUNNEY AVE
818-831-2373	8188312373 10421 TUNNEY AVE
818-831-3237	8188313237 11351 TAMPA AVE
818-832-6590	8188326590 10210 ETIWANDA AVE
818-834-5117	8188345117 11950 LOPEZ CANYON RD
818-834-5159	8188345159 13035 VAN NUYS BLV
818-834-5171	8188345171 11950 LOPEZ CANYON RD
818-834-5176	8188345176 10731 LAUREL CANYON BLV
818-834-5176	8188345178 10731 LAUREL CANYON BLV
818-834-5187	8188345187 11770 FOOTHILL BLV
818-834-5188	8188345188 10731 LAUREL CANYON BLV
818-834-5208	8188345208 11075 FOOTHILL BLV
818-834-5209	8188345209 13630 VAN NUYS BLV
818-834-7710	8188347710 12760 OSBORNE ST
818-837-3590	8188373590 900 FL 4 3RD ST
818-837-3590	8188373743 900 FL 4 3RD ST
818-837-9858	8188379858 11121 SEPULVEDA BLV
818-890-3826	8188903826 11770 FOOTHILL BLV
818-892-0827	8188920827 13306 BRANFORD ST
818-892-4807	8188924807 14630 STE FIRE PLUMMER ST
818-892-6080	8188926080 15490 PARTHENIA ST
818-893-3452	8188933452 14630 STE FIRE PLUMMER ST
818-893-3452	8188933530 14630 STE FIRE PLUMMER ST
818-893-3452	8188933614 14630 STE FIRE PLUMMER ST
818-893-3700	8188933700 8801 KESTER AVE
818-893-3700	8188938448 8801 KESTER AVE
818-894-0144	8188940144 8801 KESTER AVE
818-895-3650	8188953650 16244 NORDHOFF ST
818-895-5613	8188955613 14630 STE FIRE PLUMMER ST

818-896-6215	8188966215 12467 OSBORNE ST
818-896-8719	8188968719 10400 GLENOAKS BLV
818-897-7389	8188977389 12560 FILMORE ST
818-898-0184	8188980184 910 1ST ST
818-899-1950	8188991950 10943 HERRICK AVE
818-899-1950	8188992863 10943 HERRICK AVE
818-899-1950	8188998982 10943 HERRICK AVE
818-899-3779	8188993779 11798 FOOTHILL BLV
818-899-4537	8188994537 11850 FOOTHILL BLV
818-899-8087	8188998087 11075 FOOTHILL BLV
818-920-2929	8189202929 8801 KESTER AVE

Appendix A1 – fGTE and fContel Exchange List

Exchanges within the fGTE Local Serving Areas

Alamitos	Grant Grove	Marshall	San Bernardino
Anza D.A.	Guadalupe	Mentone	San Fernando -
Arrowhead	Hemet -	Miramonte - Pinehurst	San Fernando D.A.
Azusa-Glendora	Hemet D.A.	Monrovia	San Gabriel Canyon
Badger	Hi Vista	Moreno	San Jacinto D.A.
Banning-Beaumont	Homeland D.A.	Morgan Hill	Santa Barbara
Calimesa	Homestead Valley	Morongo Valley	Santa Maria
Camarillo	Huntington Beach	Murrieta	Santa Monica-
Carpinteria	Idyllwild	Newbury Park	Santa Monica D.A.
Chino	Indio	Norwalk	Santa Paula
Claremont-San San Dimas	Joshua Tree	Novato	Santa Ynez
Conejo	Kenwood	Ontario	Sepulveda D.A.
Covina-Baldwin Baldwin Park	La Habra	Oxnard	Sierra Madre
Crestline	La Puente	Pacoima D.A.	Somis
Desert Center	Laguna Beach	Palm Desert	Squaw Valley
Desert Hot Springs	Lake Hughes	Palm Springs	Sun City
Diamond Bar	Lakeview - Nuevo	Perris	Sunland - Tujunga
Downey	Lakewood	Pico Rivera	Temecula
Dunlap	Lancaster	Pinyon	Thousand Oaks
Eagle Mountain	Lindsay	Point Mugu	Twentynine Palms
El Rio	Lompoc	Pomona	Upland
Elsinore	Long Beach	Redlands	West Los Angeles
Etiwanda	Los Alamos	Redondo	Westminster
Fowler	Los Gatos	Reedley	Whittier
Gaviota	Malibu	Sage D.A.	Yucca Valley
Granada Hills D.A.	Mar Vista D.A.	Salton City	

Exchanges within the fContel Local Serving Areas

Adelanto D.A.	Crowley Lake	Lemon Cove	Running Springs
Alpaugh	Cuyama	Lenwood	San Joaquin
Apple Valley D.A.	Dos Palos	Linden	San Miguel
Barstow -	El Mirage	Lone Pine	Sanger
Barstow D.A.	Exeter	Lost Hills	Sea Ranch D.A.
Benton Station	Farmington	Lucerne Valley	Sherwood Ranch D.A.
Berrenda Mesa	Fort Irwin	Mad River	Snelling
Big Bear City	Garberville	Mammoth Lakes	Summit Valley
Big Bear Lake	Gilroy	Manteca	Taft
Big Pine	Glennville	McFarland	Timbercove -
Bishop	Hayfork	McKittrick	Tivy Valley
Boron	Hesperia D.A.	Newberry	Trona
Bridgeport	Hoopa	Olancho	Victorville -
Buttonwillow	Independence	Orleans	Victorville D.A.
California City	Inyokern	Parkfield	Weaverville
California Hot Springs	June Lake	Phelan D.A.	Weimar D.A.
Cazadero	Kemville	Piercy	Weldon
Clements	Knights Landing	Pine Creek	Whitethorn
Colfax -	Lake Isabella	Randsburg	Willow Creek
Colfax D.A.	Laytonville -	Ridgecrest	Wrightwood -
Corcoran	Lee Vining	Ripon	Yermo D.A.
Covelo	Leggett	Robbins	

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

___ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

___ **General Liability**

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

___ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

___ **Professional Liability** (Errors and Omissions)

Discovery Period _____

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

___ **Pollution Liability**

___ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

___ **Crime Insurance**

Other: _____

Required Insurance and Minimum Limits

Name: Frontier California, Inc.

Date: 06/12/2019

Agreement/Reference: Centranet Lines & Related Services

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability

\$1,000,000

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

Professional Liability (Errors and Omissions)

Discovery Period 12 Months After Completion of Work or Date of Termination

Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

100% of the contract price

Crime Insurance

Other: Sent to Laura Ito @ ITA & Trina Unzicker @ CAO

1) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California

CONTRACT

between

CITY OF LOS ANGELES

and

FRONTIER CALIFORNIA INC

THIS CONTRACT (“Contract” or “Agreement”) is made and entered into by and between the City of Los Angeles, a municipal corporation, (hereinafter referred to as “City”), acting by and through the Information Technology Agency (“ITA”), and Frontier California Inc., a California corporation (hereinafter referred to as “Contractor” or “Frontier”).

WITNESSETH:

WHEREAS, the City Information Technology Agency (hereinafter referred to as “ITA”), is responsible for providing communications services to all of the offices and non-proprietary departments of the City of Los Angeles; and

WHEREAS, since 2012, Contractor has provided the City telephone, voice and data services through its CentraNet system; and

WHEREAS, Contractor’s CentraNet system is a legacy telecommunications service circuit infrastructure owned by Contractor that is currently in use by multiple departments in the City, and a significant portion of City sites rely on the use of the CentraNet system to receive and relay communications; and

WHEREAS, challenges associated with the COVID-19 pandemic have delayed ITA’s planned transition away from legacy communications infrastructure and the City continues to need the services provided through Contractor’s CentraNet system;

WHEREAS, a Charter Section 1022 determination is not required for this Contract because the utility services provided in this Contract do not have a labor component that can be separated from the actual service purchased; and

WHEREAS, competitive bidding under Charter Section 371 is not required because the services provided by Contractor are for the delivery of utility telecommunication CentraNet services on Contractor’s proprietary infrastructure, for which competitive bidding is not practicable or advantageous; and

WHEREAS, Contractor has completed and submitted all of the City’s required contracting compliance documents.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the parties hereby promise, covenant, and agree as follows:

I. TERM OF CONTRACT

The term of this Contract ("Term") shall commence on April 1, 2021, and shall terminate three years therefrom on March 31, 2024, or at such time as all funding provided herein has been expended, whichever occurs first. This Contract shall be subject to termination by the City if funds are not appropriated for these services in the ensuing fiscal year commencing July 1.

The City reserves the right and option to renew this Contract for two additional one-year periods subject to the same terms and conditions upon the written notification by the ITA General Manager or his/her designee so long as funds have been allocated for this purpose in any fiscal year. Such notification shall be given no less than thirty (30) days prior to the expiration of the then current term.

II. COMPENSATION AND PAYMENT

A. Total Contract Expenditure

The cumulative compensation limit for this Contract shall be \$3,600,000. The City shall not order Services (as defined below) under this Contract such that the cumulative billing for such will exceed such cumulative compensation limit, unless there is a fully executed amendment increasing such compensation limit. For service continuity, in lieu of Service termination, in the event the City orders Services such that the cumulative billing amount exceeds the cumulative compensation limit(s), the City shall be responsible for payment such Services.-

Contractor further understands and agrees that execution of this Contract does not guarantee that any or all funds will be expended.

B. Invoices

Provisions for invoicing for the Services (as defined below) shall be as set forth in Attachment 1 of this Contract and Frontier's ILEC Product Guide.

C. Compensation

The City shall receive the pricing as outlined in Exhibit A of Attachment 1 and Exhibit B of Attachment 1 throughout the Term of this Contract.

III. STATEMENT OF WORK

Contractor agrees to provide CentraNet telecommunications services as set forth in this Contract and Attachment 1 of this ("Services") Contract.

IV. CONTRACT AUDITS

Contractor agrees that the City or its delegates will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor agrees to provide the City or its delegate, at no cost, with any relevant information requested and shall permit the City or its delegate access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

V. PARTIES TO THE CONTRACT AND REPRESENTATIVES

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the parties shall be sent.

A. Parties To The Contract

The parties to this Contract are:

1. City: The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
2. Contractor: Frontier California Inc., a Delaware corporation, having its principal office at 401 Merritt 7, Norwalk, CT 06851.

B. Contractor's Representative

Contractor hereby appoints the following person to represent Contractor with respect to all matters pertaining to this Contract. Said representative shall be responsible for submitting all of the respective notices, reports, invoices, and other documents or information as required by this Contract.

Name: Matt McColgan
Title: Director Enterprise Business Solutions
Address: 3965 N Clark Ave., Long Beach, CA 90808

Telephone: 562.802.1008 (office) / 562.766.9850 (mobile)
E-Mail: Matthew.McColgan@FTR.com

C. City's Representative

The City hereby appoints the following person, or her designated representative, to represent the City in all matters pertaining to this Contract.

Name: Tita Zara
Title: Acting Assistant General Manager
Address: 200 North Main Street, Room 1400
Los Angeles, CA 90012
Telephone: (213) 978-3346
E-mail: Tita.Zara@lacity.org

D. City's Project Manager

The City hereby appoints the following person to act as the project manager.

Name: Bhavin Patel
Title: Director of Communication Services
Address: 200 N. Main St., CHE 1300
Los Angeles, CA 90012
Telephone: (213) 847-2199
E-mail: Bhavin.Patel@lacity.org

E. Formal notices, demands and communications from Contractor shall be given to the City's Representative with copies to the City's Project Manager.

F. Formal notices, demands and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

G. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this Section, within five (5) working days of said change.

VI. NAME CHANGE

In the event that Contractor undergoes either an ownership change and the new Owner is able to comply with all Contract terms and conditions, or a name change, the General Manager of the ITA may, at his discretion, execute an amendment to effect the assumption and/or change the Contractor name.

VII. DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

Contractor shall comply with Los Angeles Administrative code Section 10.50 *et seq.*, 'Disclosure of Border Wall Contracting.' City may terminate this Contract at any time if City determines that contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and border Wall Contracts, as defined in LAAC Section 10.50.1.

VIII. CONTRACTOR PERFORMANCE EVALUATION

At the end of this Contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City Evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

IX. CONTRACT MODIFICATIONS, CHANGES OR AMENDMENTS

This Contract plus specific documents cited herein constitutes the entire Contract between the City and Contractor and may be amended by further written agreement.

X. CITY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding anything to the contrary, (i) City's obligations hereunder are payable only from funds specifically appropriated by the City Council; and (ii) City shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of City's future fiscal years unless and until the City Council appropriates funds for this Agreement in City's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of the last day of the last fiscal year for which funds were appropriated. City will make a good faith effort to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

XI. ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

XII. RATIFICATION CLAUSE

Due to the need for the Contractor's services to be provided continuously on an ongoing basis, the Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

XIII. APPENDICES

The following appendices are hereby incorporated into and made a part of this Contract where referred to as though set forth at length.

Attachment 1: Contractor Documents:

Attachment 2: City Standard Provisions (Rev. 10/170 [v.3])

Attachment 3: Required Insurance

In the event of an inconsistency between any of the provisions of this Contract and/or any Attachments attached hereto, the inconsistency shall be resolved by giving precedence in the following order:

1. The provisions of this Contract
2. Attachment 2
3. Attachment 3
4. Attachment 1

IN WITNESS THEREOF, the parties hereto have caused this instrument to be signed by their respective duly authorized officers:

APPROVED AS TO FORM:

CITY OF LOS ANGELES:

Michael N. Feuer
City Attorney

By: _____
Steven H. Hong
Deputy City Attorney III

Tita Zara
Acting Assistant General Manager
Information Technology Agency

Date: _____

Date: _____

ATTEST: Holly Wolcott
City Clerk

CONTRACTOR :Frontier California, Inc.

By: _____

By: _____

Name: Matthew McColgan
Its: Director Enterprise Business
Solutions

Date: _____

Date: _____