

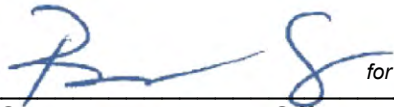
0150-12266-0001

T R A N S M I T T A L

TO The City Council	DATE 03-22-23	COUNCIL FILE NO.
FROM The City Administrative Officer		COUNCIL DISTRICT ALL

**Proposed Contract with Charter Communications Operating, LCC
for Physical Coaxial Cable 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.



City Administrative Officer

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

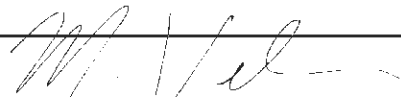

To: The Council	Date: 03-22-23	C.D. No. All	CAO File No.: 0150-12266-0001				
Contracting Department/Bureau: Information Technology Agency (ITA)		Contact: Tita Zara (213) 978-3346					
Reference: Request from ITA dated December 23, 2022							
Purpose of Contract: Citywide Physical Coaxial Cable Television and Internet Services							
Type of Contract: (X) New contract () Amendment		Contract Term Dates: October 1, 2022 to September 30, 2025 (Three years)					
Contract/Amendment Amount: \$2,000,000 Proposed amount \$2,000,000 + Prior award(s) \$0 = Total \$2,000,000							
Source of funds: General Fund – ITA's Communications Services Account							
Name of Contractor: Charter Communications Operating LLC Address: 12405 Powerscourt Drive, St. Louis, MO 63131							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program			X
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed			X	10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested		X		11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 0.6%				14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the Council approve, and authorize the General Manager of the Information Technology Agency, or his designee, to execute, a contract with Charter Communications Operating LLC for Citywide Physical Coaxial Cable Services for a term of three years retroactive from October 1, 2022 to September 30, 2025 and total compensation of \$2 million, subject to the approval of the City Attorney.

FINDINGS

The Information Technology Agency (ITA) requests to execute a sole source contract (Contract) with Charter Communications Operating LLC (Charter) to provide Citywide physical coaxial cable services (Services). The proposed Services include both the provision of cable television and high-speed cable internet access. The Contract is proposed to be entered into as a sole source agreement, without a competitive bidding process, as Charter is the sole provider of these Services in the specific zip codes that are authorized in the Contract and owns and operates the cable infrastructure within those areas. The proposed Contract would be for a term of three years, commencing retroactively on October 1, 2022. The proposed Contract includes a ratification clause to allow Charter to provide the Services prior to the execution of the Contract.

	
MAV Analyst 11230096	Assistant City Administrative Officer

Charter has provided Citywide internet services since 2010 through various City agreements. A separate Contract was recently executed with Charter for the provision of flat-rate internet and Metropolitan Area Network (MAN) Ethernet services (C-142307; C.F. 22-1277). Through the proposed Contract, Charter would also be authorized to provide internet access through coaxial cable infrastructure. In addition to Charter, ITA also contracts with other service providers for internet services. Based on the City facility location and available internet infrastructure, ITA utilizes different vendors and internet service access technologies (such as fiber or cable) to provide internet for City staff at the lowest available cost with optimal quality. The primary City facilities that utilize the Services of the proposed Contract include Recreation and Parks recreation centers, Fire stations, branch libraries, and Council district offices.

Charter has complied with all applicable City contracting requirements. The Contract is not subject to the Business Inclusion Program as it is a sole source agreement in accordance with Charter Section 371. Charter Section 1022 does not apply as the Contract is with a regulated public utility and there is no defined labor component. ITA is budgeted \$9 million in the Department's Communication Services Account for Citywide internet and telephone services, including the services within the proposed Contract.

ITA's original submission requested to execute a three-year agreement with two one-year extension options for a potential five-year contract term. The Department subsequently amended the request, and now proposes a three-year contract term. A revised draft Contract is attached. As the term of the proposed Contract does not exceed three years, typically Council approval would not be required in accordance with Los Angeles Administrative Code (LAAC) Section 10.5(a). This Office originally forwarded the Contract solely to the Mayor for approval, and the Mayor approved the Contract on March 13, 2023. However, after subsequent communication with the City Attorney, it was determined that the Contract is subject to Council approval in accordance with LAAC 10.5(b)(2), as this Contract replaces the previous contract C-116087 with Time Warner Cable, LLC, of which Charter assumed ownership, without a new competitive process.

FISCAL IMPACT STATEMENT

Funding for the proposed Contract is available in ITA's Communications Services Account. The impact to the General Fund is limited to the availability of funds appropriated in the budget.

FINANCIAL POLICIES STATEMENT

As current year and future year expenditures are limited to the appropriation of funds in the budget, the recommendation of this report complies with the City's Financial Policies.

CITY OF LOS ANGELES

CALIFORNIA



KAREN BASS
MAYOR



INFORMATION TECHNOLOGY AGENCY

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

ita.lacity.org

TED M. ROSS
GENERAL MANAGER
CHIEF INFORMATION OFFICER

JOYCE J. EDSON
EXECUTIVE OFFICER

MARYAM ABBASSI
ASSISTANT GENERAL MANAGER

BHAVIN PATEL
ASSISTANT GENERAL MANAGER

TITA ZARA
ASSISTANT GENERAL MANAGER

December 23, 2022

REF: EXE-394-22

The Honorable Karen Bass
Mayor, City of Los Angeles
Room 303, City Hall
Los Angeles, CA 90012

Attention: Heleen Ramirez, Legislative Coordinator

Subject: **REQUEST APPROVAL FOR PERSONAL SERVICES SOLE SOURCE CONTRACT WITH CHARTER COMMUNICATIONS OPERATING LLC FOR CITYWIDE PHYSICAL COAXIAL CABLE TV AND INTERNET SERVICES**

Dear Mayor Bass:

Attached for your review and approval is the draft contract with Charter Communications Operating LLC (Charter) for Citywide physical coaxial cable television and internet services for \$2,000,000 (Two Million Dollars) to start September 30, 2022, and end September 29, 2025, with two one-year options to extend.

Background

Charter, through its brand Spectrum, provides the City with cable television and some internet services through physical coaxial cable (coax). Coax is commonly used worldwide to transmit data, video, and voice communications over insulated copper wires, and has several benefits over fiber, including wider availability, easier installation, great durability, and higher bandwidth speeds at a lower cost. The City uses these services to provide television access Citywide, as well as cable modem internet to Recreation and Parks, fire departments, library branches, and Council district offices. In addition, coax adds to the City's resiliency by serving as a reasonably priced fail-over backup to public safety systems.

Since March 15, 2010, these services have been provided through Contract C-121850 with Time Warner Cable, which was acquired by Charter in 2016. Time Warner was one of two vendors selected through the Internet Services Request for Proposals (RFP) released on November 3, 2008. The contract was amended twice to 1) extend the term to September 30, 2021, with two one-year options and to 2) add new, faster bandwidth broadband service. Now, with this contract expiring, the Information Technology Agency (ITA) seeks to execute a sole source contract for the coax cable TV and internet services

with the others provided through a piggyback on the State's California Network and Telecommunications (CALNET) contracts (CF 22-1277).

The attached contract limits these services to the 123 zip codes in Los Angeles where Charter is the sole provider of coax cable television and internet, and the sole provider for those services in certain locations in four others.

The Personnel Department does not require a Charter Section 1022 report as utility providers own and control their existing physical infrastructure and any labor is incidental.

The Business Inclusion Program requirement is not applicable for sole source contracts.

The ACORD certificate meets the Risk Manager's minimum insurance requirement for General, Workers' Compensation, Professional, and Cyber and Data Breach liability (CA# 3035184 expires 01/01/2023; CA# 3044539 expires 05/18/2023).

The Contractor uploaded both EBO/FSHO and Disclosure Ordinance affidavits in the LARAMP website, and the documents were verified by the Public Works Bureau of Contract Administration (BCA) on September 6, 2022.

The Contractor Responsibility Questionnaire was filed on September 1, 2022, and verified by the Authorized DAA Representative in Public Works on September 7, 2022.

The Bidder Certification CEC Form 50 and Ethics CEC Form 55 were completed by the vendor, and CEC Form 55 was filed with the Ethics Commission on September 30, 2022.

The Contractor submitted a signed California Iran Contracting Act of 2010 affidavit on June 8, 2021.

The headquarters address and workforce information are as follows:

12405 Powerscourt Drive
St. Louis, MO 63131

% of Workforce residing in the City: .6%

The draft agreement has been reviewed by the City Attorney as to form.

Fiscal Impact Statement

ITA is funded within its 9350 Communication Services Account for citywide telecommunications services. No additional funding is required.

Recommendations

Authorize the General Manager of ITA, or his designee, to execute a three-year contract with Charter Communications Operating LLC (Charter) for physical coaxial cable

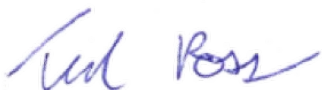
December 23, 2022

Page 3

television an internet services with two one-year options to extend. The total budget for this contract, including the options, is \$2,000,000 (Two Million Dollars).

Please contact Tita Zara, Assistant General Manager, at (213) 978-3346 with any questions.

Respectfully submitted,



Ted Ross
General Manager

Attachments

ec: Melissa Velasco, CAO
Tita Zara, ITA
Bhavin Patel, ITA
Carlos Octoman, ITA
Maria Ramos, ITA
Maggie McNally, ITA

CONTRACT

between

CITY OF LOS ANGELES

and

CHARTER COMMUNICATIONS OPERATING, LLC

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 **Charter Communications Operating, LLC**, on behalf of itself and its affiliates providing the Services, a Delaware limited liability company (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, the City through ITA is responsible for providing select telecommunication services to all City departments; and

WHEREAS, the City requires physical coaxial cable services for cable TV, managed services, and internet broadband access at certain locations where it is a more cost-effective and viable option than Metropolitan Area Networking or Ethernet Local Area Network; and

WHEREAS, a Charter Section 1022 evaluation is not required for utility contracts that have only an incidental labor component; and

WHEREAS, competitive bidding under Charter Section 371 is not required because the desired services are for the performance of special services of a temporary and occasional character for which the use of competitive bidding would be impossible, impractical, and undesirable; and

WHEREAS, Contractor is the sole provider of the desired services in the locations where they are needed, including the areas in the City of Los Angeles designated herein;

WHEREAS, City and Contractor wish to enter into this Contract pursuant to which Contractor shall perform the work and furnish the deliverables as described herein for consideration.

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

1.0 TERM OF CONTRACT

The term of this Contract shall commence on October 1, 2022, and shall terminate three years therefrom on September 30, 2025, 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.

2.0 COMPENSATION AND PAYMENT

2.1 Total Contract Expenditure

The City's total obligation under this Contract shall not exceed \$2,000,000.00. The Contractor further understands and agrees that execution of this Contract does not guarantee that the Contractor's employees will be utilized.

2.2 Pricing

Contractor shall provide services under this Contract at the cost specified in Appendix C: Enterprise Coax Rate Card.

2.3 Invoices

Contractor shall submit monthly invoices to the City.

City shall pay Contractor any non-recurring and monthly recurring charges ("Service Charges") for the address specified in the service order ("Service Location") in accordance with the payment terms in the Contract. City shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Contract, including but not limited to applicable federal, state, and local sales, use, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Contractor's net income. If City wishes to claim tax-exempt status, then City must supply Contractor with a copy of City's tax exemption certificate or other documentation supporting City's

certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If City supplies such documentation after that time, Contractor will apply it to City's account on a prospective basis, allowing Contractor at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, City agrees to pay or reimburse Contractor for any tax or fee not collected or liability incurred, including without limitation related interest and penalties arising from Contractor's reliance on such invalid certificate or documentation.

Contractor's invoices must conform to City standards and include, at a minimum, the following information:

- Name and address of Contractor;
- Name and address of the City department being billed;
- Date of the invoice and the period covered;
Description of the services performed and the amount due for the services;
- Payment terms, total due, and due date;
- Remittance Address (if different from Contractor's address);
- Contractor's City of Los Angeles Business Tax Registration Certificate Number; and
- Contractor's State of California Sales and Use Tax Permit Number.

All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or contain other unique and identifying information such as the name and address of Contractor. Invoices shall be submitted within 180 days of performance of services and are payable within 30 days of the date appearing on the invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City Project Manager.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of Contractor. The City will not compensate Contractor for any costs incurred for invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time, but no later than three years after the date the Service was provided. City must provide notice to Contractor of any disputed charges within 120 days of the invoice date to receive any credit for which City may be due.

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, and equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

3.0 STATEMENT OF WORK

Contractor agrees to provide the City with the physical coaxial cable services (“Services”) described in Appendix B: Coax Cable Services, including:

- Spectrum Business TV and Enterprise TV Service (collectively, “TV Services”); and
- Spectrum Business High-Speed Internet Service (“Internet Service”).

3.1 Service Area

Contractor is the sole physical coaxial cable provider that is able to provide Services in the following zip codes:

90001 90021 90044 90077 90502 91330 91504 90002 90023 90045 90089 91331
91505 90003 90024 90046 90094 91335 91601 90004 90025 90047 90095 91340
91602 90005 90026 90048 90210 91342 91604 90005 90027 90049 90211 91343
91605 90006 90028 90056 90212 90744 91344 91606 90007 90029 90057 90230
90810 91345 91607 90008 90031 90058 90232 91040 91352 91608 90010 90032
90059 90245 91042 91356 90011 90033 90061 90247 91214 90012 90034 90062
90248 91303 91367 90013 90035 90063 90272 91304 91401 90014 90036 90064
90290 91306 91402 90015 90037 90065 90291 91307 91403 90016 90038 90066
90292 91311 91405 90017 90039 90067 90293 91316 91406 90018 90041 90068
90302 91324 91411 90019 90042 90069 90402 91325 91423 90020 90043 90071
90501 91326 91436.

In the following zip codes, Contractor will only provide Services to addresses where, to the best of its knowledge based on public information, Contractor is the sole physical coaxial cable provider that is able to provide Services:

90710 90717 90731 90732 91364.

3.2 Minimum Bandwidth

For services ordered under this contract, bandwidth speeds shall be at least 200 Mbps (download) and at least 10 Mbps (upload).

3.3 Performance

Contractor will use commercially reasonable efforts to provide the services to the City twenty-four (24) hours per day, seven (7) days per week, during the term of the Contract.

4.0 PROVISION OF SERVICES

4.1 Quote Request

ITA shall initiate a new service by requesting a quote from the Contractor. The quote request shall include the desired in-service dates, the address, and circuit requirements, including but not limited to bandwidth amounts and demarcation points. Contractor will use commercially reasonable efforts to provide service by ITA's desired date. Upon receipt of a quote request, the Contractor will investigate the work required to provide the service. Based on requirements that are mutually agreed to, the Contractor will provide ITA with an implementation schedule and a quote. ITA will then determine whether to order the service.

4.2 Ordering Services

To order a service, ITA shall issue a service order in a form as required by Contractor, with the quote attached, to the Contractor ("Service Order"). The Service Order shall be approved by an authorized representative of ITA

Upon Contractor's acceptance of an authorized Service Order from ITA, the Contractor will proceed in good faith to provide the ordered services. Contractor shall notify the ITA engineering staff member requesting the service when the service has been established. Except for coaxial services, ITA may request onsite testing with Contractor.

4.2.1 Written Approval Required

Before services are provided for any City department, Contractor must first receive written approval to proceed by ITA. The written approval must include a detailed Statement of Work defining the scope of services, duration of engagement, and the Service Order for the project. Contractor shall not exceed

the approved scope or budget for any project as set forth on the Service Order, nor shall the City be liable for any work or charges exceeding the approved scope or budget unless prior written approval from ITA is obtained modifying the scope or budget of the project in a revised Service Order.

4.2.2 Availability of Facilities

ITA understands that certain services, or certain features, may not be available in all Contractor service areas or may change from time to time, and that Contractor may decline to provide any requested services. Contractor's ability to provide certain services depends upon its ability to secure and retain, without additional expense, suitable facilities, third party connections, and rights to construct and maintain necessary facilities, such as pole attachments and conduits to serve the service location. If Contractor is unable to secure and retain such items in accordance with the foregoing, Contractor may decline to accept or cancel a Service Order upon notice to ITA in accordance with Section 4.2.3 Service Order Revisions and Cancellations.

4.2.3 Service Order Revisions and Cancellations

If, either before or after a Service Order is executed, or during the course of this Agreement, Contractor determines that: (i) there is a lack of available service as detailed in Section 4.2.2 Availability of Facilities, or the criteria outlined in Section 4.2.4 Access to Service Locations and 4.3 Installation are not met; (ii) additional work is necessary to enable Contractor to deliver services to the Service Location; (iii) access, transmission medium, equipment, adequate transmission capacity, services from or interconnection with the services or facilities of other providers, would require an additional cost or are unavailable; (iv) City's inside wiring is causing signal leakage that violates the Federal Communications Commission's guidelines; or (v) there is any other cause beyond Contractor's control that causes an adverse effect on Contractor's ability to provide the service, then Contractor may, at Contractor's sole discretion, either decline to accept or cancel a Service Order. Alternatively, Contractor will notify ITA of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Contractor notifies ITA that additional Service Charges will apply, and if ITA does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, ITA and Contractor shall each have the right to cancel the applicable Service Order or, if no Service Order has been executed, Contractor has the right to decline to accept a pending Service Order.

4.2.4 Access to Service Locations

City shall permit Contractor reasonable access to the Service Locations as needed to install, configure, upgrade, maintain, or remove the Contractor equipment and other service components located at the Service Locations. Contractor shall give the City five (5) business days of notice in which to make the access available.

4.2.5 Order Term

The "Initial Order Term" is the time period starting on the date the services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a "Renewal Order Term," collectively with the Initial Order Term, the "Order Term"), unless either Contractor or City elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term. Notwithstanding the expiration date of the Contract, any Order Term that extends past such expiration date shall be governed by the terms of the Contract until the expiration of such Service Order.

4.3 Installation

Contractor will schedule one or more installation visits with ITA. At ITA's request, Contractor may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, ITA may be assessed reasonable, additional Service Charges based on Contractor's actual incurred labor, material, or other costs for such non-routine installation or maintenance. ITA's authorized representative must be present during installation.

4.3.1 Installation Review

Contractor may perform, either before or after acceptance of a Service Order, an installation review (including a review of City's inside wiring) of each proposed Service Location prior to installation of the services to determine the serviceability of such network location and the need to extend Contractor's facilities, fiber optic cable, electronics, or other equipment (collectively, the "Network") to provide the services at the Service Location. If during the installation review, review of available facilities and access, site preparation, or installation activities described herein, Contractor determines that additional work

is required to enable Contractor to deliver the services to the Service Location, Contractor will notify City of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order.

4.3.2 Site Preparation

City shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Contractor's equipment and the installation and ongoing provision of services, including the relocation of City's equipment, furniture, and furnishings as necessary to access the Contractor's equipment or services. In addition, City shall provide Contractor with floor space, rack space, other space, and clean power as is reasonably necessary for the installation, operation, and delivery of Contractor's equipment and services at the Service Location(s).

4.3.3 Completion Certification

Upon completion of installation, Contractor shall, except for coaxial-based Services, provide City with test results/certificates that confirm the services provided conform to the ordered specifications.

4.3.4 Interconnection

ITA shall perform interconnection of the services and Contractor's equipment with any City-provided or end user equipment (collectively, "City Equipment"), unless otherwise set forth in an Appendix to this Contract or agreed in writing between the Parties, and shall conform City's Equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the service provided by Contractor.

4.3.5 Site Cleanup and Restoration

Contractor shall be responsible for restoration efforts necessary to address any displacement resulting from excavation and for those damages directly caused by Contractor's faulty workmanship or installation of the service. If the installation and maintenance of services at the Service Locations is or becomes, in Contractor's sole opinion, hazardous or dangerous to Contractor's employees or network, the public, or property, including without limitation due to the presence of asbestos or other hazardous materials, Contractor may refuse to install and maintain such service or stop providing services until such time as the condition

is remedied or an alternative Service Location is designated that is not hazardous or dangerous.

4.4 Maps, Drawings and Floor Plans

The City may make available all maps, drawings, and floor plans for each site that are pertinent to the services. Such plans do not always accurately reflect the actual condition or current configuration of the various newly constructed or existing facilities. For this reason, the City does not warrant the accuracy of any maps, floor plans, or drawings. It is the Contractor's responsibility to physically inspect all aspects of the City site that could impact the Contractor's ability to properly provide the services.

All maps, drawings, floor plans, etc., provided by the City are confidential. Such documents shall be protected by the Contractor from unauthorized use by and disclosure to unauthorized persons in accordance with the provisions of this Contract. All such documents shall be returned to the City upon the termination or expiration of this Contract, whichever occurs sooner. The provisions of this Section shall survive the termination or expiration of this Contract.

5.0 EQUIPMENT

5.1 Equipment Responsibilities and Safeguards

Contractor shall use commercially reasonable efforts to maintain and secure the Contractor Equipment used by Contractor to provide Services to City. Except as otherwise provided in this Contract or any Service Order(s), City shall be responsible for the maintenance or repair of any cable, electronics, structures, equipment, or materials owned or provided by City. City shall not, and shall not cause any third party to, move, modify, disturb, alter, remove, relocate to another Service Location, install software not provided by Contractor, or otherwise tamper with any portion of the Contractor Equipment without the prior consent of Contractor. City is responsible for loss or damage to the Contractor Equipment while at City's or an end user's facilities. City shall also ensure that all Contractor Equipment at City's and end users' Service Location(s) remains free and clear of all liens and encumbrances.

Contractor utilizes as necessary a variety of reasonable network management practices and tools consistent with industry standards to ensure that all of its assets, systems, and software are protected from known, discovered, documented, and/or reported vulnerabilities to external threats to functionalities or security by installing

applicable and necessary security patches within a reasonable timeframe. Contractor categorizes security patch severity using the Common Vulnerability Scoring System (CVSS) and as a baseline for reasonableness, applies critical security patches immediately, high security patches within one month of release, medium security patches within 60 days, and low security patches within 90 days.

5.2 Equipment Return, Retrieval, Repair, and Replacement

Upon termination or expiration of each Service Order ("Termination"), City shall immediately cease all use of and promptly return, if applicable, to Contractor any software or software services provided by Contractor ("Software"). Additionally, at the discretion and direction of Contractor, (i) City shall return Contractor equipment to Contractor; (ii) City shall allow Contractor to retrieve the Contractor equipment, which Contractor equipment must be in the condition in which it was originally received by City, subject to ordinary wear and tear; or (iii) Contractor may choose not to recover all or certain portions of the Contractor equipment at the City's Location. If, upon Contractor's request, City fails to return the Contractor equipment, or does not allow Contractor to retrieve the Contractor equipment within thirty (30) days after services are terminated, Contractor may, at its discretion charge City the cost to replace the unreturned Contractor equipment.

6.0 CONTRACT AUDITS

Contractor agrees that the City or its delegates will have the right to review, obtain, and copy all billing and related records pertaining to Services provided under the Contract. Contractor agrees to provide the City or its delegate, at no cost, 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 the later of delivery of the Service or issuance of an invoice for Services provided under the Contract. Contractor may require such delegates to sign a reasonable non-disclosure agreement.

7.0 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.

7.1 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: Charter Communications Operating, LLC, having an office at 12405 Powerscourt Drive, St. Louis, MO 63131.

7.2 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 receiving inquiries related to the respective notices, reports, invoices, and other documents or information as required by this Contract.

Name: Silvia Galindo
Title: Client Services Manager
Address: Charter Communications
Enterprise Care
4781 Irwindale, CA 91706
Telephone: 310-765-3326
E-Mail: silvia.galindo@charter.com

Formal notices, demands or other communications to Contractor shall be sent to the following address, with a copy to Contractor's representative:

Charter Communications Operating, LLC
ATTN: Legal Operations - Commercial Contracts
12405 Powerscourt Drive
St. Louis, Missouri 63131

7.3 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: Assistant General Manager
Address: 200 North Main Street, Room 1400
Los Angeles, CA 90012
Telephone: (213) 978-3346
E-mail: tita.zara@lacity.org

7.4 City's Project Manager

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

Name: Carlos Octoman
Title: Senior Communications Engineer
Address: 200 N. Main St., CHE XXXX
Los Angeles, CA 90012
Telephone: (213) 978-4016
E-mail: carlos.octoman@lacity.org

7.5 Communications

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

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 receipt.

If there is a change in the name or address of the person designated to receive the notices, demands, or communications, written notice shall be given, in accordance with this Section, within ten (10) working days of said change.

8.0 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 ITA may, at his discretion, execute an amendment to effect the assumption and/or change the Contractor name.

9.0 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.

10.0 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 evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

11.0 CONTRACT MODIFICATIONS, CHANGES, OR AMENDMENTS

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

12.0 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 shall provide Contractor at least 30 days of notice prior to the start of the fiscal year in which funds are not appropriated. In the event of a termination under this Section 12, City shall be liable for payment of Services provided up to date of termination, in addition to a pro rata amount of unpaid costs incurred by Contractor and other non-recurring charges, including applicable third party termination liability charges, related to the provision of the Services.

13.0 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. Facsimile signatures or signatures scanned into portable document format (PDF), or another electronic format designated by City, and sent by e-mail shall be deemed original signatures.

14.0 CONTRACTOR PERSONNEL

Contractor employs the use of subcontractors in the provision of its Services. Contractor shall at all times be responsible for all acts of its subcontractors of any tier. City acknowledges and consents to the use of these subcontractors. This acknowledgement constitutes prior written approval per the terms of PSC-11 of the Standard Provisions for City Contracts (Rev. 9/22 [v.1]).

15.0 ASSIGNMENT

Notwithstanding the provisions of PSC-12 of the Standard Provisions for City Contracts (Rev. 9/22 [v.1]), upon obtaining written permission by the City, which City may not unreasonably withhold, Contractor may assign its rights and obligations under this Contract, in whole or in part, to any Contractor-affiliated party. City understands that regardless of any such assignment, the rights and obligations of Contractor herein may accrue to, or be fulfilled by, any Contractor affiliate, as well as by Contractor and/or its subcontractors.

16.0 DISCLAIMER OF WARRANTY

City assumes responsibility for use of the Service and Contractor Equipment, and uses the same at its own risk, and for access to and security of City's equipment and City's network. Contractor exercises no control over and has no responsibility whatsoever for the applications or content transmitted or accessible through the service and contractor expressly disclaims any responsibility for such applications or content. Except as specifically set forth in this Contract, the Service, Contractor Equipment, and any Contractor Materials are provided "as is, with all faults," without warranties of any kind, either express or implied, including but not limited to warranties of title, non-infringement, system integration, data accuracy, quiet enjoyment, merchantability, or fitness for a particular purpose. No advice or information given by Contractor, its affiliates or its contractors or their respective employees shall create any warranty. Contractor does not represent or warrant that the service will prevent unauthorized

access by third parties, will be uninterrupted, secure, error free, without degradation of voice quality or without loss of content, data or information, or that any minimum transmission speed is guaranteed at any time. Except as set forth in the Contract, Contractor does not warrant that any service or equipment provided by Contractor will perform at a particular speed, bandwidth, or throughput rate. In addition, City acknowledges and agrees that transmissions over the service may not be secure. City further acknowledges and agrees that any data, material or traffic of any kind whatsoever carried, uploaded, downloaded or otherwise obtained through the use of the service is done at city's own discretion and risk and that City will be solely responsible for any damage to City's or any end user's equipment or loss of such data, material or traffic during, or resulting from, city's or any end user's use of the service, including, without limitation, via sending or receiving, uploading or downloading, or other transmission of such data, material or traffic. In addition, City acknowledges and agrees that Contractor's third party service providers do not make any warranties to City under this Contract, and Contractor does not make any warranties on behalf of such service providers under this Contract, express or implied, including, but not limited to the implied warranties of merchantability, non-infringement, title, fitness for a particular purpose, system integration, data accuracy or quiet enjoyment.

17.0 LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS CONTRACT, REGARDLESS OF WHETHER CONTRACTOR OR CITY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except for Contractor's indemnification obligations under PSC-18 as set forth in this Contract, Contractor's maximum liability to City under this Contract shall be \$1,000,000.

Notwithstanding such maximum liability, there shall be no limit to Contractor's liability for bodily injury claims resulting from Contractor's negligence or willful misconduct at a Service Location or City premises. Contractor shall not be responsible for any losses or damages arising as a result of the unavailability of the Service, including the inability to reach 911 or any other emergency services, the inability to contact a security system or remote medical or other monitoring service provider, or any failure or fault relating to City-provided equipment, facilities, or services.

18.0 AMENDMENTS TO APPENDIX A, STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 9/22 [v.1])

a. PSC-6 (Excusable Delays) is deleted in its entirety and replaced with the following new PSC-6:

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, weather, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist or war acts, insurrections or other civil disturbances, denial of use of pole or other facilities of a utility company, labor disputes, mechanical or power failures, fiber cuts, government acts, or any order, law, or ordinance in way restricting the operation of the Services, 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 reasonably 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 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.

- b. PSC-9 (Termination) is amended by deleting sub-sections A (Termination for Convenience) and B (1) (Termination for Breach of Contract) and replacing them with the following new sub-sections:

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 all outstanding amounts due in addition to all costs incurred by Contractor and other non-recurring charges, including applicable third party termination liability charges, related to the provision of the Services.

B. Termination for Breach of Contract

(i) 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 reasonable satisfaction of City, which cure period shall be at least 15 days from date of receipt and describe in reasonable detail the default or non-compliance. 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 and reasonable discretion, City may accept or reject Contractor's plan. If the default cannot be cured or if Contractor fails to cure within the 15-day time period set forth herein, then City may terminate this Contract due to Contractor's breach of this Contract.

(ii) In the event that City fails to cure any breach of a payment obligation related to Services provided to certain Service Locations, then Contractor may terminate the affected Service Order with respect to such Service Location. If suspension is due to City's failure to timely pay amounts due, Contractor may require payment of a reconnect charge to restart the suspended Services.

c. PSC-18 (Indemnification) is deleted in its entirety and replaced with the following new PSC-18:

PSC-18. Indemnification.

Except for the 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 third party lawsuits and causes

of action, claims, losses, demands and expenses, including, but not limited to, reasonable 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, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any real or tangible property 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.

- d. PSC-19 (Intellectual Property Indemnification) is deleted in its entirety and replaced with the following new PSC-19:

PSC-19. Intellectual Property Indemnification.

Contractor agrees, at its own expense, to indemnify, defend and hold harmless City, its boards, officers, agents, and employees (the "City Indemnified Parties") against any and all claims, liabilities, lawsuits, direct damages, losses, judgments, costs, fees and expenses incurred by City Indemnified Parties (including but not limited to, reasonable attorneys' fees and court costs), to the extent that such arise directly from third party claims that any of the Contractor Equipment and/or Network (collectively, the "Contractor System") used to deliver the Services infringes upon the intellectual property rights of such third party ("IP Claims"). Notwithstanding anything to the contrary herein, Contractor shall have no indemnification obligation with respect to any IP Claim arising out of: (i) content, materials or data transmitted by City via the Services; (ii) use of the Contractor System or Services in combination with products, materials, applications, methods, or other items not furnished by Contractor; (iii) a modification of the Contractor System or Services not required or directed by Contractor; or (iv) use of the Contractor System or Services in an unauthorized manner or in breach of this Agreement. If an IP Claim for which Contractor has an indemnification obligation under this Section is, or in City's reasonable opinion is likely to be made, then City will promptly notify Contractor of such claim or proceeding and, at Contractor's expense and sole discretion, Contractor will take one or more of the following actions: (A) secure the right for City to continue to use the Contractor System consistent with this Agreement; (B) replace or modify the Contractor System to make it non-infringing; or (C) if none of the foregoing alternatives are possible after Contractor has used its commercially reasonable efforts, terminate the affected Service. The foregoing states the sole

and exclusive remedy of City in connection with any IP Claim. Notwithstanding anything in the Contract to the contrary, Contractor's maximum liability for an IP Claim shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000).

e. PSC-20 (Intellectual Property Warranty) is deleted in its entirety and labeled, "Intentionally Omitted."

f. PSC-21 (Ownership and License) is deleted and replaced with the following new PSC-21:

PSC-21. Contractor Proprietary Rights.

All materials including, but not limited to, any Contractor Equipment (including related firmware), software, data and information provided by Contractor, any identifiers or passwords used to access the Service or otherwise provided by Contractor, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Contractor to provide the Service (collectively "Contractor Materials") shall remain the sole and exclusive property of Contractor or its suppliers and shall not become a fixture to the Service location. City shall acquire no title to, interest or right (including intellectual property rights) in the Contractor Materials by virtue of the payments provided for herein, other than the limited, non-exclusive, and non-transferable license to use the Contractor Materials solely for City's use of the Service. City may not disassemble, decompile, reverse engineer, reproduce, modify, or distribute the Contractor Materials, in whole or in part, or use them for the benefit of any third party. City shall not cause or permit at a Service Location the disabling or circumvention of any security mechanism contained in or associated with the Services. All rights in the Contractor Materials not expressly granted to City herein are reserved to Contractor or its suppliers. City shall not open, alter, misuse, tamper with, or remove the Contractor Equipment or Contractor Materials as and where installed by Contractor, and shall not remove any markings or labels from the Contractor Equipment or Contractor Materials indicating Contractor (or its suppliers) ownership or serial numbers.

g. PSC-22 (Data Protection) is deleted and replaced with the following new PCS-22:

PSC-22. Data Protection

Contractor shall protect, using generally accepted industry standard (for a provider of telecommunications and internet services) City-provided data acquired in the course and scope of this Contract (collectively, the "City Data"). Contractor shall notify City in writing as soon as reasonably feasible, and in any event within seventy-two hours, of Contractor's discovery of any unauthorized access of City Data (a

"Data Breach"), or of any incident with an actual impact to Services and or to the City Data that results in a confirmed disclosure of City Data (a "Security Incident"). Contractor shall begin remediation immediately. Contractor shall cooperate with CITY in providing updates if required by City regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been resolved. Contractor shall conduct an investigation of the Data Breach or Security Incident and, unless prohibited by law, shall provide information available to Contractor about the Security Incident to City, upon City's request. Information provided to City related to the Security Incident shall be afforded confidential treatment as permitted by this Contract or applicable law.

h. PSC-24 (Best Terms) is deleted in its entirety and replaced with the following new PSC-24:

PSC-24 Best Terms

Throughout the term of this Contract, Contractor shall offer City competitive terms, prices and discounts that are offered to any of Contractor's similarly situated public customers for similar goods and services provided under this Contract.

i. PSC-40 (Compliance with Identity Theft Laws and Payment Card Data Security Standards) is deleted and replaced with the following new PCS-40:

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

To the extent City makes available to Contractor data subject to identify theft protection laws, Contractor shall comply with such 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. For avoidance of doubt, the parties agree that this Contract is not a data sharing or data usage agreement, and that the Services are those provided under the Contract. Accordingly, Contractor shall not receive, collect, have access to or store any individual's personal information or personally identifiable information of City or City's end-users. Notwithstanding anything to the contrary, Contractor may collect, use, and maintain

business contact information from a City employee or authorized representative to perform all activities in connection with providing the Services under this Contract.

19.0 RATIFICATION

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.

20.0 APPENDICES

The following appendices are incorporated into and made a part of this Contract:

Appendix A: Standard Provisions for City Personal Services Contracts (Rev. 9/22 [v.1])

Appendix B: Coax Cable Services

Appendix C: Enterprise Coax Rate Card

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

1. The provisions of this Contract
2. Appendix A
3. Appendix B
4. Appendix C

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:

Hydee Feldstein Soto

City Attorney

By: _____

Joshua M. Templet

Deputy City Attorney

By: _____

Tita Zara

Assistant General Manager

Information Technology Agency

Date: _____

Date: _____

ATTEST:

CHARTER COMMUNICATIONS
OPERATING, LLC

Holly Wolcott

By: Charter Communications Inc., its
Manager

City Clerk

By: _____

By: _____

Printed Name: _____

Date: _____

Date: _____

APPENDIX A

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

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.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

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: Charter Communications, Inc.

Date: 07/06/2022

Agreement/Reference: Coaxial Cable 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 (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 \$2MM Aggregate

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)

1,000,000

Professional Liability (Errors and Omissions)

1,000,000

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 _____

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

Crime Insurance

Other: _____

Appendix B
Coax Cable Services

SECTION 1

SPECTRUM BUSINESS TV AND ENTERPRISE TV SERVICE (COLLECTIVELY, "TV SERVICE")

Spectrum Business TV Service: Spectrum Business TV Service includes television programming services, including the package of channels and music programming as designated in a Service Order. Customer must notify Spectrum if Customer's use of the Service will be for private or public viewing. If specified in the Service Order, Spectrum will provide to private-view Customers premium programming such as HBO, Showtime, TMC, Cinemax, STARZ, Encore, or Epix, or Customer premise equipment such as DVRs (collectively, "Premium Services").

Spectrum Enterprise TV Service: Spectrum Enterprise shall provide the customized multi-channel video programming service ("Enterprise TV Service") to Customer's Service Location(s) identified in a Service Order. Enterprise TV Service includes Government TV, Healthcare TV, Hospitality TV, and Education/University TV. Enterprise TV Service includes the channel line-up and those premium and other pay-per-view, video-on-demand, or any visual content as mutually agreed upon in the Service Order. If specified in the Service Order, Spectrum will provide Premium Services to Customer.

1. Music Programming. Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers, Broadcast Music, Inc., and SESAC, Inc. or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer's transmission, retransmission, communication, distribution, performance or other use of the Services. Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the TV Service is being displayed or are to be displayed; or (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the TV Service.

2. Spectrum Equipment. Spectrum owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its TV Service, Network, and Spectrum Equipment, except for (i) any video display terminals ("Connections") or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the Network or Spectrum Equipment is located that are owned by Customer or a third party, in which case (as between Customer and Spectrum) Customer shall own such items and Customer hereby grants to Spectrum the non-exclusive right to access and use such space during the Order Term as provided in the Service Agreement. The inside wiring and Connections shall be provided and installed by Customer, at its sole expense, in consultation with Spectrum and any specifications provided by Spectrum to Customer in writing. Spectrum shall not be responsible for an outage that may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of Customer or any third party,

including but not limited to, instances where such outage is due to the Customer's failure to promptly provide Spectrum with access to the Service Location to inspect, monitor, repair, and/or replace the TV Service or Spectrum Equipment. If changes in technology require the use of specialized equipment to continue to receive Spectrum Business TV Service, Spectrum shall provide such Spectrum Equipment, and Customer shall pay for such Spectrum Equipment at the same rate charged by Spectrum to commercial customers in the same service area as the Service Location.

3. Provision of Service. Spectrum may, in its discretion, preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming comprising, packaging of, channel line-ups applicable to, and/or distribution of its TV Service. Spectrum may make certain TV Service available via mobile applications or third party hardware to Customer and its End Users, which may be subject to additional terms and conditions.

4. Restrictions. Customer shall take all necessary precautions to ensure that the TV Service is received only by authorized parties, and that no part of the TV Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the TV Service (or any part thereof); (ii) transmit the TV Service by any television or radio broadcast or by any other means or use the TV Service outside the Service Location; (iii) move the TV Service to another location after installation; or (iv) insert any commercial announcements into the TV Service or interrupt any performance of the TV Service for the making of any commercial announcements. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. TV Service is available for use at commercial establishments and other non-residential buildings (such as a bar, restaurant, hospital, or commercial building). In commercial establishments with public viewing, only the TV Service lineup(s) that is approved for public viewing may be used. Customer may not order or request pay-per-view (PPV) programming for receipt, exhibition or taping in a commercial establishment; or exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Spectrum's prior written consent.

5. Service Inspection. Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Location at periodic intervals as needed to ascertain, among other things, the number of television outlets receiving the TV Service, or verify the estimated viewing occupancy. If any Spectrum inspection reveals that Customer's usage of the TV Service exceeds Customer's rights under the Service Agreement or Service Order and without abrogating or otherwise affecting Spectrum's right to consider such activity a breach of the Service Agreement, Customer shall pay Spectrum an amount equal to one and a half times the MRCs that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable MRCs for such additional usage or Spectrum may, in its discretion, suspend or disconnect a TV Service.

6. Noninterference. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of Spectrum. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the TV Service, including without limitation delivery method and any programming contained within the TV Service, without the express written consent of Spectrum. The limitations of this paragraph shall not apply to formatting of programming for Enterprise TV Service as agreed by Spectrum and Customer.

7. Charges. Notwithstanding anything to the contrary in the Service Agreement, the MRCs set forth in a Service Order for TV Service: (i) do not include applicable taxes, regulatory fees, franchise fees or public access fees; and (ii) are subject to change in accordance with commercial rate increases applied to commercial customers.

8. End User Support. Customer shall provide all first level contact and support to its authorized users relating to the Network, Spectrum Equipment, Connections, Customer-provided equipment, and Enterprise TV Service. In the event of any disruption, failure, or degradation of the Enterprise TV Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Enterprise TV Service impacting event. If the Enterprise TV Service impacting event is reasonably determined to be caused by the signal delivered by Spectrum, Customer shall contact the designated Spectrum technical support contact for resolution.

9. Set Back Box. Customer's use of the Set Back Box Product ("**SBB**") available as part of the Enterprise TV Service (the "SBB Offering") is subject to the following additional terms and conditions:

(a) Notwithstanding Section 2 above, Spectrum shall install and program all Connections for the SBB Offering. Customer shall ensure the availability of Connections that are compatible with the SBB Offering including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.

(b) If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co- branded (with Spectrum's and Customer's

brands), then Customer shall provide Spectrum Enterprise a copy of Customer's logo in accordance with Spectrum's technical specifications and hereby grants Spectrum a right and license to use such logo for purposes of such co-branding.

10. SpectrumU and Spectrum Enterprise TV Streaming Access (TVSA).
SpectrumU and Spectrum Enterprise TV Streaming Access (available through an app named "Spectrum Enterprise TV" and the website spectrumenterpriseTV.com) are online video services (which are collectively referred to herein as the "Apps") that are accessible via a compatible browser or supported digital media streaming device that permits authorized users to stream video content while connected to Customer's network. Spectrum Apps may not be available through all application stores.

(a) Many factors outside of Spectrum's control affect the quality of service experienced by Customer and its authorized users, including without limitation, the quality and utilization of Customer's network, service attacks, and the authorized user's device.

(b) Customer acknowledges that Spectrum requires Customer's authorized users to accept separate end user license terms prior to using or downloading either of the Apps.

(c) Spectrum may require that authorized users update the Apps from time-to-time in order to continue use of the Apps.

SECTION 2

SPECTRUM BUSINESS HIGH-SPEED INTERNET SERVICE ("INTERNET SERVICE"**)**

Spectrum Business High-Speed Internet Service¹: Internet access service implemented using a hybrid fiber/coax ("**HFC**") or a fiber access network. Customer interface to the data network is via Ethernet connection. Internet Service enables a variety of upstream and downstream rates. If Customer elects to receive Internet Service, Spectrum shall provide connectivity from Customer site(s) to Customer's data network.

Certain Internet Services, or features of Internet Services, may not be available in all service areas and may change from time to time, in Spectrum's sole discretion. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum ("**Third-Party Services**"). Third Party Services may be subject to additional terms and conditions. Except to the limited extent described in this Attachment, Spectrum makes no warranties of any kind (express or implied) regarding Third-Party Services and hereby disclaims any and all warranties pertaining thereto (including implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose). Spectrum does not have title to and is not the manufacturer of any software or hardware components of any Third-Party Services nor is Spectrum the supplier of any components of such software or hardware. IN NO EVENT SHALL SPECTRUM BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY THIRD-PARTY SERVICES.

Customer's use of the Internet Service is subject to the following additional terms and conditions:

1. Minimum Equipment Requirements. Customer shall maintain certain minimum equipment and software to receive the Internet Service (see www.business.spectrum.com for the current specifications). The minimum configuration standards may change, and Spectrum will make reasonable efforts to support previously acceptable configurations; however, Spectrum is not obligated to continue to provide such support. Spectrum may supply Spectrum Equipment such as modems, gateways, routers, or wireless cards, for a fee, to operate the Internet Service. Spectrum reserves the right to provide service only to users with Spectrum-approved equipment. Customer acknowledges that such Spectrum Equipment may require updates and/or changes to the software resident in the Spectrum Equipment and that Customer may be required to perform such updates and/or changes. Customer hereby authorizes Spectrum to perform updates or changes, on-site or remotely from time to time as Spectrum deems necessary, in Spectrum's sole discretion. Customer will not connect any equipment, other than equipment authorized by Spectrum, to the Spectrum Network. When Spectrum installs the Internet Service, Customer will need a network interface card or adapter providing an Ethernet connection. Alternatively, Customer may connect to a networking device (commonly referred to as a router or gateway).

2. Software. At the time of installation of the Internet Service, Spectrum may provide Customer with common Spectrum or third-party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service, subject to the license terms and restrictions in the Spectrum Service Agreement. Customer hereby represents and warrants to Spectrum that Customer owns the operating system software and associated use/license rights thereto for the computers that are connected to the Spectrum Network.

3. Internet Service Speeds. Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the Internet Service selected by Customer, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum's Network Management Practices.

4. Security. Customer shall take commercially reasonable security measures when using the Internet Service and assumes sole responsibility for use of the Internet Service and for access to and use of Customer Equipment used in connection with the Internet Service and Spectrum Network.

5. Electronic Addresses; Mailboxes. All non-vanity email addresses, email account names, and IP addresses ("Electronic Addresses") provided by Spectrum (and not through Customer's domain) are the property of Spectrum. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the ElectronicAddresses.

¹ Customers that purchased Internet services from Time Warner Cable Business Class, Brighthouse Networks, or Charter before June 11, 2017 may continue to receive the same Internet service plan, features, and supplemental services at the same prices offered as of June 11, 2017 ("Legacy Services") until such time as Spectrum discontinues the Legacy Services by written notice to such Customers. If Customer elects to receive Spectrum Business Internet Services available as of June 11, 2017, then Customer will no longer be eligible to receive any Legacy Services, including, without limitation, any supplemental services or features that may not be available as part of the Spectrum Business Internet Services. Please contact your Spectrum sales representative for further information.

6. Mailboxes. Spectrum owns any and all mailboxes associated with the Internet Service and may reclaim such mailboxes at any time for any reason. Spectrum may also limit the number of new email addresses available per account and the number of email messages that may be sent within a 24-hour time period. Spectrum may lock inactive mailboxes and prohibit the mailbox from receiving new email messages. Customer acknowledges that upon termination of Internet Service, Spectrum will suspend all accounts associated with the Internet Service and delete the contents of all mailboxes, if any. Deleted content cannot be recovered. Email addresses are not permanently retired and become eligible to be reused at Spectrum's sole discretion.

7. Mail Storage. In no event will Spectrum be responsible for maintaining, and Spectrum will not guarantee storage of, email for any period of time. Spectrum also reserves the right to enforce email storage limits.

8. Cookies. Customer may access their Spectrum email account at <https://www.spectrumbusiness.net> or by using the Customer's software application (e.g., Outlook, Outlook Express, Apple Mail). When accessing email at <https://www.spectrumbusiness.net>, Customer must have its Internet browser configured to accept cookies. Spectrum will notify the End User if the browser is not configured to accept cookies.

9. Changes of Address. Spectrum may change addressing schemes, including email and IP addresses provided by Spectrum.

10. Acceptable Use Policy. Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") available at www.business.spectrum.com, and that policy is incorporated by reference into this Service Agreement. The current version of the AUP is attached for reference purposes only as Exhibit 1. In the event of a conflict between the AUP set forth in the URL above and Exhibit 1, the AUP terms set forth at www.business.spectrum.com shall control. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP.

11. Spectrum Business WiFi. Spectrum Business WiFi supported by a Spectrum-provided wireless router is a service available to certain Customers and provides wireless access to the Internet Service within the Service Location ("WiFi Network"), for which Customer may be charged a fee consistent with Spectrum's then-current practices. Customer must purchase Spectrum Internet Service in order to receive Spectrum Business WiFi. The Spectrum-provided WiFi router comes programmed with certain default settings and configurations for the WiFi Network. Customer may modify the default settings and configurations on the Spectrum-provided WiFi router although Spectrum recommends maintaining the default configuration and settings. Spectrum does not guarantee the security of the Spectrum-provided WiFi router and Customer's connection to the Internet Service via the WiFi Network. Customer understands and

agrees that Customer is solely responsible for the security of its WiFi Network and must enable and use encryption in order to access Spectrum-provided applications. Customer understands that this service is intended to be used by the Customer and its End Users and that Spectrum accepts no liabilities for any third-party usage.

12. The Spectrum-provided WiFi router will collect and maintain certain information regarding access to and use of the WiFi Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Spectrum to provide the Internet Service and support, as well as for Spectrum's internal business analytics regarding the use of the Internet Service. Customer acknowledges and agrees that Spectrum shall have access to the network name and password associated with the Spectrum-provided WiFi router in order to provide support and diagnostic services. Spectrum reserves the right to modify the WiFi network name and password for the Spectrum-provided WiFi router in order to safeguard Internet security, the security and privacy of Customer's information, where required by law, or for other good cause to provide, upgrade, and maintain the Internet Service, and protect the network, other users of the Internet, or our customers and subscribers. Abusive, vulgar, offensive, inappropriate or profane WiFi Network names are prohibited and may be modified in Spectrum's sole discretion. Customer acknowledges that the Spectrum-provided WiFi router is Spectrum Equipment.

13. Spectrum Business WiFi Hotspot. Spectrum reserves the right to preconfigure the Spectrum-provided WiFi router to distribute a wireless Internet access point (i.e., a Spectrum Business WiFi Hotspot, a "WiFi Hotspot") separate from the WiFi Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Customer for any purpose. Customer shall have the right to disable such WiFi Hotspot, and shall not be responsible for the security of the WiFi Hotspot.

14. To be eligible to receive the WiFi Hotspot, Customer must be receiving Spectrum Internet Service. Subject to the foregoing, Spectrum will, and Customer grants Spectrum permission to, attach, install, maintain, operate, and upgrade WiFi- related equipment, cables and devices ("WiFi Equipment") on and within the Service Location. The WiFi Equipment will be operated by Spectrum, at no cost to Customer, in order to provide the WiFi Hotspot at the Service Location(s). Customer agrees to provide a standard power source for operation of the WiFi Equipment.

Customer's use of the WiFi Hotspot is subject to the following additional terms and conditions:

- i. The WiFi Hotspot made available at Service Location(s) may be accessed by Customer and its End Users through their Spectrum accounts for no additional charge.
- ii. To access the WiFi Hotspot, Customer and its End Users and patrons must have a WiFi-enabled device that meets the technical specifications for the WiFi Hotspot.

- iii. Customer grants Spectrum the right to advertise, market and otherwise promote Customer's location(s) as a WiFi Hotspot access point(s), in any and all forms of media now known or hereafter developed, in Spectrum's sole discretion, and Customer grants Spectrum a license to use Customer's names, trademarks and logos in connection with such advertising, marketing and promotion.
- iv. Customer will not be entitled to receive any refunds or credits should the WiFi Hotspot be interrupted or fail, regardless of the length of time during which the WiFi Hotspot is unavailable.
- v. All WiFi Equipment constitutes Spectrum Equipment. Customer may not relocate or disconnect the WiFi Equipment.

15. Desktop Security Service. Desktop Security Service is made up of software and hardware components. Spectrum is not the manufacturer or supplier of any software or hardware components of the Desktop Security Service. Spectrum shall update the Desktop Security Service from time-to-time based on manufacturer-provided updates.

EXHIBIT 1

SPECTRUM BUSINESS INTERNET ACCEPTABLE USE POLICY

FOR REFERENCE PURPOSES ONLY

IN ORDER TO PROVIDE HIGH QUALITY CUSTOMER SERVICE AND TO INSURE THE INTEGRITY, SECURITY, RELIABILITY, AND PRIVACY OF SPECTRUM BUSINESS INTERNET PRODUCT NETWORK, Spectrum Business Charter Communications Operating LLC and its respective affiliates and subsidiaries providing services ("Spectrum Business"), has created this Acceptable Use Policy (AUP). THIS AUP APPLIES ALONG WITH THE TERMS OF SERVICE GOVERNING THE CUSTOMER'S USE OF SPECTRUM BUSINESS INTERNET AND RELATED SERVICES (TOS) AND SPECTRUM BUSINESS'S OPEN INTERNET DISCLOSURE, TO SPECIFY USE RESTRICTIONS APPLICABLE TO USERS OF THE SERVICE. THE CUSTOMER RECOGNIZES AND AGREES THAT THE THEN CURRENT VERSION OF THE AUP TO BE MAINTAINED BY SPECTRUM BUSINESS AND POSTED ON SPECTRUM BUSINESS'S WEBSITE WILL SUPERCEDE ALL PREVIOUS VERSIONS OF THIS DOCUMENT AND THAT CUSTOMER'S CONTINUED USE OF SPECTRUM BUSINESS'S INTERNET SERVICE WILL CONSTITUTE CUSTOMER'S ACCEPTANCE OF THIS POLICY AS IT MAY BE AMENDED.

BY USING THE SERVICE, THE CUSTOMER AGREES TO ABIDE BY, AND REQUIRE EACH USER OF THE SERVICE TO ABIDE BY, THE TERMS OF THIS AUP AND ASSOCIATED TOS. ANY USER WHO DOES NOT AGREE TO BE BOUND BY THESE TERMS, CUSTOMER MUST IMMEDIATELY CEASE USE OF THE SERVICE.

1. USE. The Service is designed solely for use in Customer's business. Customer is responsible for any misuse of the Service that occurs through Customer's account, whether by an employee of the Customer's business or an authorized or unauthorized third-party. Customer is responsible for any and all e-mail addresses associated with the Customer's account. Customer must take steps to ensure that others do not gain unauthorized access to the Service. Customer is solely responsible for the security of (i) any device Customer chooses to connect to the Service, including any data stored or shared on that device and (ii) any access point of the Service. If the Customer sells or resells advertising or web space to a third party, then the Customer will be responsible for the content of such advertising or on such web space and the actions of such third party. Customer will not resell or redistribute, or enable others to resell or redistribute, access to the Service in any manner, including, but not limited to, wireless technology, except as expressly provided in any contract for service. Spectrum Business reserves the right to disconnect or reclassify the Service to a higher grade or to immediately suspend or terminate the Service for failure to comply with any portion of this provision or this Policy, without prior notice.

2. PROHIBITED ACTIVITIES USING THE SYSTEM, NETWORK, AND SERVICE. Any activity or use of the Service which violates system or network security or integrity are prohibited and may result in criminal and civil liability. Such violations include, without limitation, the following:

- a. Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network, relay communication through a resource, or to breach security or authentication measures without express authorization of the owner of the system or network.
- b. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner or network.
- c. Interference with service to any user, host, or network, including but not limited to: mail bombing, flooding, or denial of service attacks.
- d. Forging the header of any transmitted information packet, email, or Usenet posting.
- e. Modifying or tampering with any hardware, software, or configuration provided by Spectrum Business including but not limited to: routers, switches, access points, wireless gateways, security devices and cable modem configuration files.
- f. Reselling or otherwise redistributing the Service.
- g. Disrupting any aspect of the Service through any means.
- h. Excessive use of bandwidth, that in Spectrum Business's sole opinion, places an unusually large burden on the network or is deemed by Spectrum Business to be above normal usage. Spectrum Business has the right to impose limits on excessive bandwidth consumption via any means available to Spectrum Business.
- i. Assuming or assigning a Spectrum Business IP address that was not allocated to the user by Spectrum Business or its network - all Spectrum Business Internet users must use DHCP assigned by the Service to acquire an IP address or utilize a Static IP address provided by Spectrum Business.
- j. Running any type of server on Spectrum Business's system that is intentionally used to disrupt other users of the Service or users of the Internet in general.

3. **NO ILLEGAL OR FRAUDULENT USE.** The Service may be used only for lawful purposes. Customer will not use or allow others to use the service in any manner that is in violation of any applicable federal, state, local or international laws or regulations or to promote, engage in, or enable illegal activity or conduct that violates or infringes upon the rights of any person. Transmission or distribution of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, or other intellectual property right used without proper authorization, and material that is obscene illegal, defamatory, constitutes an illegal threat, or violates export control laws. Furthermore, use of the Service to impersonate a person or entity is not permitted.

4. **NO COPYRIGHT OR TRADEMARK INFRINGEMENT.** Use of the Service is also

subject to Spectrum Business's Copyright Infringement Policy. Spectrum Business reserves the right to suspend or terminate accounts which are in violation of Spectrum Business's Copyright Infringement Policy.

5. NO SPAM. Users may not send any unsolicited bulk email or electronic communication including, but not limited to, instant messenger programs, IRC, Usenet, etc. that promotes or advertises a cause, opinion, money making opportunity, or the like that the recipient did not specifically request from the sender ("Spam"). All commercial email messaging must comply with the Federal, State, and Local law, such as the CAN-SPAM Act (See: <http://www.business.ftc.gov/documents/bus61-can-spam-act-compliance-guide-business> and <http://uscode.house.gov>). These communications do not necessarily have to pass through the Service's email infrastructure - it only needs to originate from a Service User.

Spectrum Business maintains a zero-tolerance policy on Spam for all of its Internet products and may take immediate action against users violating this AUP. Spectrum Business reserves the right to impose certain limitations on use of the Service's email.

The Services may not be used to collect responses from unsolicited communication regardless of the communication's origination. Moreover, unsolicited communication may not direct the recipient to any web site or other resource that uses the Service and the user may not reference the Service in the header or by listing an IP address that belongs to the Service in any unsolicited communication even if that communication is not sent through the Service or its infrastructure.

Users may not send any type of communication to any individual who has indicated that he/she does not wish to receive messages from them. Continuing to send email messages to anyone that has expressly requested not to receive email from a User is considered to be harassment. Customer is responsible for maintaining confirmed opt-in records and must provide them to Spectrum Business upon request. The term "opt-in" means that recipient has signed up for mailings voluntarily.

6. NO SYSTEM DISRUPTION. Customer will not use, or allow others to use, the Service to disrupt degrade, and/or otherwise adversely affect Spectrum Business's network or computer equipment owned by Spectrum Business or other Spectrum Business customers.

7. SECURITY/ABUSABLE RESOURCES. User is solely responsible for the security of any device connected to the Service, including any data stored on that device. Users shall take all necessary steps to avoid actions that result in the abuse of a resource on their network. Examples of abusable resources include but are not limited to: open news servers, open SMTP servers, insecure routers, wireless access and insecure proxy servers. Upon notification from Spectrum Business, Users are required to address the problem in a timely fashion. Failure to address an issue after notification will be considered a violation of this AUP.

8. NO "HACKING". Customer will not use, nor allow others to use, the Service to access the accounts of others or to attempt to penetrate security measures of the Service or other computer systems ("hacking") or to cause a disruption of the Service to other on-line users. Customer will not use, nor allow others to use, tools designed for compromising network security, such as password-guessing programs, cracking tools, packet sniffers or network probing tools.

9. NETWORK MANAGEMENT. Spectrum Business utilizes as necessary a variety of reasonable network management practices consistent with industry standards to ensure that all of its Customers have a high quality online experience. These practices are undertaken without regard to the source, destination, content, application, or service, and which are designed to protect Customers from activities that can unreasonably burden our network or compromise security. Spectrum Business's online network is a bidirectional network, the proper management of which is essential to promote the use and enjoyment of the Internet by all of our Customers. Spectrum Business monitors its network and attempts to address projected demand for capacity, taking reasonable steps to expand capacity as necessary. Refer to Spectrum Business's Network Management Practices for more information.

10. Viruses. Users must take appropriate action to prevent their systems from becoming infected with and/or distributing computer viruses such as but not limited to worms, "Trojan horses", denial of service attacks bots. Spectrum Business will take appropriate (as decided by Spectrum Business's sole discretion) action against Users infected with computer viruses or worms to prevent further spread.

11. ENFORCEMENT. Spectrum Business reserves the right to investigate violations of this AUP, including the gathering of information from the Customer or other Users involved and the complaining party, if any, and the examination of material on Spectrum Business's servers and network. Spectrum Business prefers to advise Users of AUP violations and any necessary corrective action but, if Spectrum Business, in its sole discretion, determines that a User has violated the AUP, Spectrum Business will take any responsive action that is deemed appropriate without prior notification. Such action includes but is not limited to: temporary suspension of service, reduction of service resources, and termination of service. Spectrum Business is not liable for any such responsive action and these actions are not exclusive. Spectrum Business may take any other legal or technical action it deems appropriate.

12. NO WAIVER. The failure by Spectrum Business or its affiliates to enforce any provision of this Policy at any given point in time shall not be construed as a waiver of any right to do so at any future time thereafter.

13. REVISION TO POLICY. Spectrum Business reserves the right to update or modify this Policy at any time and from time to time with or without prior notice. Continued use of the Service will be deemed acknowledgment and acceptance of this Policy. Notice of modifications to this Policy may be given by posting such changes to Spectrum Business's homepage (www.business.spectrum.com), by email or by conventional mail,

and will be effective immediately upon posting or sending. Customers should regularly visit Spectrum Business's website and review this Policy to ensure that their activities conform to the most recent version. In the event of a conflict between any customer or customer agreement and this Policy, the terms of this Policy will govern. Questions regarding this Policy should be directed to AUPQuestions@Spectrum.com. Complaints of violations of it by Spectrum Business customers can be directed to abuse@Spectrum.net.

SPECTRUM BUSINESS RESERVES THE RIGHT AT ITS SOLE DISCRETION TO IMMEDIATELY SUSPEND, TERMINATE, OR RESTRICT USE OF THE SERVICE WITHOUT NOTICE IF SUCH USE VIOLATES THE AUP OR TOS, IS OBJECTIONABLE OR UNLAWFUL, INTERFERES WITH SPECTRUM BUSINESS'S SYSTEMS OR NETWORK OR THE INTERNET OR OTHERS' USE OF THE SERVICE.

Appendix C
Enterprise Coax Rate Card

Appendix C – Rate Card

[10 / 1 / 22 – 9 / 30 / 23] Rate Card Period

This Appendix C – Rate Card is incorporated into and made a part of the Agreement entered into by and between Charter Communications Operating, LLC on behalf of its operating subsidiaries providing the Services (“Spectrum”) and **City of Los Angeles** (“Customer”). Unless specifically set forth herein, capitalized terms shall have that meaning set forth for them in the Agreement.

1. Pricing set forth herein shall be available to Service Orders placed by Customer for Services ordered on or after the effective date of the Agreement. Furthermore, Service Locations that require construction or that are “off-net” (i.e., outside of Spectrum’s service area or require a third party service provider to connect to the Spectrum network) may be subject to higher monthly recurring charges (“MRC”) or higher non-recurring charges (“NRC”).
2. Available Services / Service types / speeds may vary by location.
3. Upon expiration of the Rate Card Period, Spectrum retains the right to update pricing set forth herein upon not less than thirty (30) days’ prior written notice.
4. Pricing shall apply based on selected Service and Order Term.
5. Except as explicitly stated herein, rates provided are exclusive of taxes, fees and surcharges, which, if applicable, are billed in addition to the MRC. If Customer requires rates inclusive of taxes, fees and surcharges, please contact your account manager for a quote.

Spectrum Business Internet

- Available Service order term: Month to month

Monthly Recurring Charge			
Package	Speed	New Location pricing (Price available for 25 or more new sites)	Existing sites upgrading to current tiers discounted rate
Internet	300 Mbps x 10 Mbps	\$49.99	\$79.99
Internet Ultra	600 Mbps x 35 Mbps	\$109.99	\$129.99
Internet Gig	1Gbps x 35 Mbps	\$149.99	\$199.99

Business Internet Ancillary Products

Business Internet Static IP	Price
Static IP – 1	\$19.99
Static IP – 5	\$29.99
Static IP - 13	\$39.99
Static IP - 29	\$59.99
Business Wi-Fi (all tiers)	\$7.99/mo.

Spectrum Business Video Offers

- Available Service Order terms: 1 Year
- Broadcast TV Surcharge NOT included in rate, but identified separately below.

Spectrum Business Video (Available Service Order terms outlined above)		
Video	Only Persistent MRC	HD Converter / DVR Converter
Business TV	\$39.99	\$9.99 each
Business TV Premier	\$69.99	

- Business TV premier includes Business TV service.
- DVR Converter requires DVR service.

Broadcast TV Surcharge	
Service Order Term	MRC
Available Service Order terms outlined above	\$23.00/per Service Location account

Spectrum Business Video Ancillary services (Available service order terms outlined above)	
Service	MRC
Business Variety TV	\$15.00 per Service Location account
TV Tier Latino	\$9.99 per Service Location account
Music Choice	\$29.99 per Service Location account
Premium Packages (ex. HBO)	\$15.00 each, per Service Location account
Single DVR Service Fee	\$9.99
Multi DVR Service Fee (2-4)	\$19.99

- Business Variety TV Requires TV Premier
- Premium Packages and DVR service are only available for private view accounts.

Spectrum Business Voice Offers

- Available Service Order terms: 1 Year

Spectrum Business Voice Service (Available Service Order terms outlined above)	
Service	Only Persistent Rate
Business Voice	\$39.99

Spectrum Business Voice Ancillary services (Available Service Order terms outlined above)	
Service	MRC
Toll-free Line	\$2.00 each
Toll-free line minutes	\$0.04 per minute
Toll-free directory listing	\$20.00 each
Directory Listing	\$5.00 each
Remote Number Forwarding (RNF)	\$15.00 each
Remote Number Forwarding directory listing	\$5.00 each
Auto Attendant	\$15.00 each

Installation – All Services (Non-Recurring Charges)

	NRC
Installation Charge or change of service that requires truck roll:	\$99.00
Wall Fish	\$50.00 per outlet
Change of service with no truck roll	\$0.00