



**AGREEMENT
FOR CONTRACT SERVICES FOR
CITY OF CORONADO**

CHARTER COMMUNICATIONS OPERATING, LLC

CONTRACTOR CONTRACT NO. 25-GS-IT-912

THIS AGREEMENT FOR CONTRACT SERVICES (“AGREEMENT”) is made and entered by and between the CITY OF CORONADO, a California municipal corporation, hereinafter referred to as “CITY,” and Charter Communications Operating, LLC, a Delaware Limited Liability Company, on behalf of those operating subsidiaries providing the services hereunder, hereinafter referred to as “CONTRACTOR.”

RECITALS

The CITY requires the services of a firm with a California state license to provide all labor, materials and supervision required to provide Wide Area Networking and Internet Services.

Following a full and open formal solicitation conducted in accordance with Coronado Municipal Code Chapter 8.04 on December 17, 2024, the City Council for the CITY awarded this AGREEMENT to CONTRACTOR and authorized the City Manager or Designee to execute the form of this AGREEMENT.

CONTRACTOR represents to CITY that CONTRACTOR (i) is duly organized, validly existing and in good standing under the laws of the state of its organization, and (ii) has the authority to execute, deliver and carry out the terms of this AGREEMENT.

The Director of Administrative Services, or designee, shall serve as CITY’S “Contract Officer” for this AGREEMENT and has the authority to direct the CONTRACTOR, approve actions, request changes, and approve additional services. Any obligation of the CITY shall be the responsibility of the Contract Officer.

The Information Technology Manager of the Administrative Services Department, or designee, shall serve as CITY’S “Project Coordinator” for this AGREEMENT.

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CITY and CONTRACTOR (individually “Party” and collectively “Parties”) agree as follows:

1.0 TERMS OF AGREEMENT

1.1 This AGREEMENT shall be effective upon the date of the latest signature below (“Effective Date”). This initial term of the AGREEMENT shall be five (5) years from the Effective Date, unless sooner extended or terminated, whole or in part, in accordance with the provisions contained in this AGREEMENT.

1.2 CITY shall request Services hereunder by submitting Service Orders in a manner required by CONTRACTOR. All submitted Service Orders are subject to approval and acceptance by CONTRACTOR. Upon CONTRACTOR’s acceptance of a Service Order, as indicated by: (a) CONTRACTOR’s written acceptance, (b) CONTRACTOR’s delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the AGREEMENT. CONTRACTOR shall provide the Services to CITY at the Service address(es) specified in the applicable Service Order (“Service Location(s)").

1.3 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(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. 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.

1.4 CITY understands that certain Services, or certain features, may not be available in all CONTRACTOR service areas, may change from time to time and CONTRACTOR may decline to provide any requested Services. CONTRACTOR’s ability to provide 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 CITY in accordance with Section 5(f). CONTRACTOR may act as CITY’s agent for ordering access connection facilities provided by other providers or entities when authorized by CITY to allow connection of a Service Location to the Network.

1.5 A delay occasioned by causes beyond the control of CONTRACTOR may merit an extension of time for the completion of the Services. When such delay occurs, CONTRACTOR shall immediately notify the CONTRACT OFFICER in writing of the cause and the extent of the delay, whereupon the CONTRACT OFFICER shall ascertain the facts and the extent of the delay and may grant an extension of time for the completion of the Services when justified by the circumstances. CONTRACTOR acknowledges and agrees that delays arising out of or related to COVID-19 or related federal, state or local laws, regulations, orders, rules, policies or guidance will not merit an extension of time. CONTRACTOR represents and warrants that it can perform the Services competently and in a timely fashion and has taken into account circumstances and

delays that may occur as a result of or arising out of COVID-19 or applicable laws related thereto in entering into this AGREEMENT.

1.6 CONTRACTOR shall, without additional compensation, correct or revise any services performed pursuant to this AGREEMENT that do not meet the specifications and/or professional standards required of the CONTRACTOR.

2.0 SCOPE OF SERVICES (RESERVED)

3.0 FEE SCHEDULE/GENERAL INFORMATION

3.1 CONTRACTOR is hired to render the SERVICES and any payments made to CONTRACTOR are compensation, fully, for such services.

3.2 CITY shall pay recurring and non-recurring charges, taxes, and fees for the Services in the amount specified on the Service Order and other applicable charges as described in this AGREEMENT (collectively, "Service Charges").

3.3 Charges. CONTRACTOR invoices for monthly recurring charges specific to the Service(s) ("MRCs"), plus applicable taxes, fees, and surcharges, in advance on a monthly basis. CONTRACTOR invoices for non-recurring, one-time charges ("OTCs"), such as construction or installation charges, after the Billing Start Date or as specified in the Service Order or as otherwise provided herein. All other charges, including usage-based charges (e.g., phone usage, pay-per view charges), will be invoiced monthly in arrears. Service Charges are payable within thirty (30) days after the date appearing on the invoice. If CONTRACTOR fails to present a Service Charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and CITY shall be responsible for and pay such Service Charges when invoiced in accordance with these payment terms. CONTRACTOR shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to CITY.

3.4 Taxes, Surcharges, and Fees. CITY shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this AGREEMENT, 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 a 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.

CITY hereby consents that CONTRACTOR may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve CITY of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of CITY. CONTRACTOR reserves the right, from time to time, to change the surcharges for Services under this AGREEMENT to reflect incurred costs, charges, or obligations imposed on CONTRACTOR to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges). Furthermore, CONTRACTOR shall have the right to collect or recover from CITY the amount of any federal, state, or local fees or taxes arising as a result of this AGREEMENT, which are imposed on CONTRACTOR or its services, or otherwise assessed or calculated based on CONTRACTOR's receipts from CITY that CONTRACTOR is entitled under applicable law to pass through to or otherwise charge CITY for CITY's use or receipt of the Services. Such fees or taxes shall be invoiced to CITY in the form of a surcharge included on CITY's invoice.

To the extent that a dispute arises under this AGREEMENT as to which Party is liable for fees or taxes, CITY shall bear the burden of proof in showing that the fee or tax is imposed upon CONTRACTOR's net income. This burden may be satisfied by CITY producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on CONTRACTOR's net income. CITY acknowledges that currently, and from time to time, there is uncertainty about the taxability or regulatory classification of some of the Services CONTRACTOR provides and, consequently, uncertainty about what fees, taxes and surcharges are due to or from CONTRACTOR or from its CITYs. CITY agrees that CONTRACTOR has the right to determine, in its sole discretion, what fees, taxes, and surcharges are due and to collect and remit them to the relevant governmental authorities, or to pay and pass them through to CITY.

3.5 Site Visits and Repairs. If CONTRACTOR visits a Service Location to either inspect the Services or respond to a service request, and CONTRACTOR reasonably determines that the cause of the service issue is not due to a problem arising from the Network or CONTRACTOR Equipment, but rather is solely due to CITY misuse, abuse, or modification of the Services, CITY Equipment or facilities, or due to similar acts by a third party not under CONTRACTOR's control or direction, then CONTRACTOR may invoice CITY at CONTRACTOR's then-prevailing commercial rates for an on-site visit, plus any charges for CONTRACTOR Equipment repair or replacement as a result of CITY or third-party damage that may be necessary.

3.6 Invoicing Disputes; Late and Collection Fees. CITY must provide notice to CONTRACTOR of any disputed charges within ninety (90) days of the invoice date on which the disputed charges appear for CITY to receive any credit that may be due. CITY must present a reasonable basis for disputing any amount charged. Undisputed amounts not paid within thirty (30) days of the invoice date shall be past due and subject to a late fee up to the lesser of 1.5% of the Service Charges per month or the maximum amount permitted by law. If Services are suspended due to late payment, CONTRACTOR may require that CITY pay all past due charges, a reconnect fee, and one or more MRCs in advance before reconnecting Services. CONTRACTOR may charge a reasonable service fee for all returned checks and bankcard, credit card or other charge card chargebacks. CITY shall be responsible for all expenses, including reasonable attorney's fees and collection costs, incurred by CONTRACTOR in collecting any unpaid amounts due under this AGREEMENT.

3.7 Credit Verification. CONTRACTOR shall have the right to verify CITY's credit standing at any time.

3.8 Bundled Pricing. If CITY has selected a bundled offer, meaning a discounted MRC for receiving more than one Service ("Bundle"), then the following conditions shall apply:

3.8.1 In consideration for CITY's purchase of all Services in the Bundle, and only with respect to that period of time during which CITY continues to purchase the specific Services in such Bundle and during which such Bundle is in effect, the correlating discount to the Services in such Bundle, ordered pursuant to the CONTRACTOR program governing such Bundle, will be reflected in the MRC for the respective Services.

3.8.2 Upon Termination by CITY, for any reason other than a CONTRACTOR Default, of any Service component of the applicable Bundle, the pricing for the remaining Service(s) shall revert to CONTRACTOR's unbundled pricing for such Service(s) in effect at the time of Termination. Termination liability applicable to the Services under this AGREEMENT shall otherwise remain unchanged.

3.9 Payment to CONTRACTOR to render the SERVICES is set forth in ATTACHMENT B, which is attached hereto and incorporated herein by this reference as though fully set forth at length. Compensation for all SERVICES under this AGREEMENT shall not exceed Five Hundred Thousand Dollars (\$500,000.00) for the entire duration of the AGREEMENT.

3.9.1 CITY is responsible for overseeing and tracking any and all spending under this AGREEMENT.

4.0 CHANGES TO SCOPE OF WORK. CONTRACTOR shall not perform work in excess of the SERVICES without the prior written approval of the Contract Officer. Any charges associated with a Service, CONTRACTOR Equipment or CITY Equipment installations, changes, or additions requested by CITY subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of CITY. CONTRACTOR shall notify CITY of any additional OTCs and/or adjustments to MRCs associated with or applicable to such CITY change requests prior to making any such change. CITY's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by CITY, and CONTRACTOR shall not be required to perform any work giving rise to such charges. For accepted charges, CITY shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on CITY's next and/or subsequent invoice(s).

5.0 SUBCONTRACTING

5.1 CONTRACTOR shall have the right to select and use subcontractors in the performance of Services under the Agreement in its discretion and CONTRACTOR is responsible for all such subcontractor work. Each subcontractor shall comply with all applicable federal, state, and local

laws. Subcontractors shall maintain the usual and customary types of insurance as required by CONTRACTOR.

6.0 ENTIRE AGREEMENT

6.1 This AGREEMENT incorporates all applicable Service Attachments located at <https://enterprise.spectrum.com/legal/terms-and-conditions.html> (or successor URL), as the same are updated from time to time (“Service Attachments”). A Service Attachment will apply only if CITY purchases Service(s) associated with the particular Service Attachment, and CITY’s use of the Service(s) shall be deemed Acknowledgement that CITY has read and agreed to the applicable Service Attachments. The AGREEMENT constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof. The AGREEMENT supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the Parties with respect to the subject matter of the AGREEMENT, including without limitation any prior confidentiality or non-disclosure agreement between the Parties regarding the purchase and sale of the Services.

CITY should also consult CONTRACTOR’s website <https://enterprise.spectrum.com/> to be sure CITY is aware of CONTRACTOR’s Acceptable Use Policies, Network Management Practices, applicable tariffs, online product descriptions, and other policies or practices that are applicable to CITY’s use of the Services (collectively “Policies”). CITY’s use of the Services shall be deemed acknowledgment that CITY has read and agreed to CONTRACTOR’s Policies as a part of the AGREEMENT.

7.0 DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION OF AGREEMENT

7.1 Default. A Party shall be in default under this AGREEMENT if it has failed to comply with the terms of this AGREEMENT or any Service Orders, including without limitation the obligation to pay any amounts due, and such Party fails to correct each such noncompliance within thirty (30) days of receipt of notice from the non-defaulting Party describing in reasonable detail the default or noncompliance (“Default”).

7.2 Mutual Termination Rights. Either Party may terminate this AGREEMENT or a Service Order if: (i) the other Party is in Default; or (ii) the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debts, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange.

7.3 Termination for Convenience by CITY. Notwithstanding any other term or provision in this AGREEMENT, CITY may terminate a Service Order, or this AGREEMENT, at any time upon thirty (30) days prior notice to CONTRACTOR, subject to payment of all outstanding amounts due, payment of any applicable Termination Charges (as defined below), and the return of any CONTRACTOR Equipment.

7.4 CONTRACTOR’s Right to Suspend. CONTRACTOR shall have the right, at its option, without prior notice, and in addition to any other rights of CONTRACTOR expressly set forth in

this AGREEMENT and any other remedies it may have under applicable law to suspend Services or any component thereof if CITY fails to comply with any applicable laws or regulations or this AGREEMENT, or if CITY or its End Users' use of the Service is determined by CONTRACTOR, in its sole discretion, to result in a material degradation of the CONTRACTOR Network until CITY remedies any such noncompliance or degradation. Any suspension shall not affect CITY's on-going obligation to pay CONTRACTOR any amounts due under this AGREEMENT. If CONTRACTOR suspends any Service, CONTRACTOR may require the payment of reconnect or other charges before restarting the suspended Service.

7.5 Termination Charges. Upon Termination, CITY must pay all Services Charges then due for Services provided through the effective date of Termination. In addition, if Termination is due to CITY Default or for CITY's convenience, CITY must pay CONTRACTOR a termination charge (a "Termination Charge"), which the Parties recognize as liquidated damages and not as a penalty. This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term in effect at the time, including, without limitation, the outstanding balance of any and all unpaid OTCs. The foregoing terms will also apply to any partial Termination impacting one or more Service Orders, but not the entire AGREEMENT.

8.0 FORCE MAJEURE

8.1 Notwithstanding anything to the contrary in the AGREEMENT, neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such Party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, weather, fire, flood, natural causes, mechanical or power failures, fiber cuts, governmental acts or any order, law or ordinance in any way restricting the operation of the Services (each a "Force Majeure Event"). Changes in economic, business, or competitive conditions shall not be considered a Force Majeure Event.

9.0 COVENANT AGAINST CONTINGENT FEES

9.1 CONTRACTOR represents and warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONTRACTOR, to solicit or secure this AGREEMENT, and that CONTRACTOR has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this AGREEMENT. For breach or violation of this representation and warranty, CITY shall have the right to terminate this AGREEMENT without liability or, at CITY'S sole discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

10.0 STATUS OF CONTRACTOR

10.1 CONTRACTOR shall perform the SERVICES in a manner of CONTRACTOR'S own choice, as an independent contractor and in pursuit of CONTRACTOR'S independent calling, and not as an employee of CITY. CONTRACTOR shall be under control of CITY only as to the result to be accomplished and the personnel assigned to the project. However, CONTRACTOR shall confer with CITY prior to implementing any changes proposed to the SERVICES. Neither CONTRACTOR nor CONTRACTOR'S employees shall be entitled in any manner to any employment benefits, including but not limited to, employer paid payroll taxes, Social Security, retirement benefits, health benefits, or any other benefits, as a result of this AGREEMENT. It is the intent of the Parties that neither CONTRACTOR nor its employees are to be considered employees of CITY, whether "common law" or otherwise, and CONTRACTOR shall indemnify, defend and hold CITY harmless from any such obligations on the part of its officers, employees, representatives and agents.

11.0 CITY REPRESENTATIONS AND OBLIGATIONS

11.1 Representations. CITY represents and warrants to CONTRACTOR that: (i) CITY has the authority to execute, deliver and carry out the terms of this AGREEMENT, and (ii) its End Users and any person who accesses any Services at the Service Location, will use the Service and Network for CITY's internal business purposes and will comply with the terms of this AGREEMENT.

11.2 No Reselling. CITY shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Service(s) or system capacity, or any part thereof, in any manner other than for CITY's internal business without the express prior consent of CONTRACTOR, including without limitation, any use to provide services for the benefit of, or on behalf of, any third party other than CITY or its End Users.

11.3 No Illegal Purpose or Unauthorized Access. CITY shall not use or permit End Users or third parties to use the Service(s), including the CONTRACTOR Equipment and Software, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.

11.4 No Interference. CITY shall not interfere with or cause technical difficulties for other cities' use of equipment or Services or interfere with or disrupt the CONTRACTOR Network, backbone, nodes, other Services, or third-party providers. CITY shall not install any equipment, including without limitation, any antenna or signal amplification system, at the Service Location that interferes with the Services.

11.5 Applicable Laws. With respect to CITY's and End Users' use of the Service (including the transmission or use of any content via the Service), CITY shall comply, and shall ensure that its End Users comply, with all applicable laws and regulations in addition to the terms of this AGREEMENT. CONTRACTOR shall have the right to reasonably audit CITY's use of the Service remotely or otherwise, to ensure compliance with this AGREEMENT. CITY shall have the right to participate in any such audit. As allowed by applicable law, any audit of the Service shall be for the previous twelve (12) month period and not more than one (1) time per year, and audit rights shall be limited to records pertaining to Services provided to CITY and not with respect

to other CITY confidential financial information, books, records and accounts that shall not be made available for audit. CITY may require an auditor to sign a reasonable non-disclosure agreement. Audits, if any, shall be upon reasonable notice to CITY, at reasonable business hours and in any reasonable manner directed by CITY. Audits, if any, shall be at CONTRACTOR's sole cost and expense.

11.6 **Acceptable Use.** As between the Parties, CITY is solely responsible for (i) all use (whether or not authorized) of the Service by CITY, any End User, (ii) all content that is viewed, stored or transmitted via the Service, as applicable, and (iii) all third-party charges incurred for merchandise and services accessed via the Service, if any. CITY shall not use, or allow the Services to be used, in any manner that would violate the applicable CONTRACTOR Acceptable Use Policies or that would cause, or be likely to cause, CONTRACTOR to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §9.19 or any successor provision of the rules of the Federal Communication Commission.

For avoidance of doubt, CITY and CONTRACTOR agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the AGREEMENT.

12.0 PERFORMANCE. Unless otherwise set forth in a Service Attachment or Service Level Agreement, CONTRACTOR will use commercially reasonable efforts to provide the Services to CITY twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond CONTRACTOR's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by CITY, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by CONTRACTOR to perform its obligations under this AGREEMENT. Subject to Section 3.6, CITY shall not be responsible for any charges or fees for the Service during such time as the Service is unavailable to due to CONTRACTOR's willful misconduct.

13.0 MONITORING, EQUIPMENT UPGRADES AND NETWORK MODIFICATIONS CONTRACTOR has the right, but not the obligation, to upgrade, modify, and enhance the CONTRACTOR Network and the Service and take any action that CONTRACTOR deems appropriate to protect or improve the Service and its facilities. CONTRACTOR shall have the right, but not the obligation, to monitor, record, and maintain oral communications with CITY regarding CITY's account or Services for the purpose of service quality assurance, or as permitted under applicable law.

14.0 ASSIGNMENT OF CONTRACT

14.1 This AGREEMENT and any portion thereof shall not be assigned or transferred without the prior express written consent of the other party, and any assignment or transfer in violation of this Section shall be null and void. CONTRACTOR may assign its rights and obligations under this AGREEMENT, in whole or in part, and any Service Order(s) to affiliates controlling, controlled by or under common control with CONTRACTOR, or to its successor-in-interest if CONTRACTOR sells some or all of the underlying communications system(s). CITY understands

and agrees that, regardless of any such assignment, the rights and obligations of CONTRACTOR in the AGREEMENT may accrue to, or be fulfilled by, any affiliate, as well as by CONTRACTOR or its subcontractors.

15.0 INDEMNITY – HOLD HARMLESS

15.1 **CITY RESPONSIBILITY.** CITY understands and agrees that CONTRACTOR disclaims and shall not be responsible for any liability to the full extent that such arises from CITY'S failure to comply with the terms of this AGREEMENT and/or any Service Order, CITY'S failure to comply with applicable law, and/or CITY'S negligence or willful misconduct. CITY is solely responsible for the use of the Services, for its own personnel and their acts and omissions.

15.2 **CONTRACTOR RESPONSIBILITY.** CONTRACTOR shall indemnify and defend the CITY and its directors, officers, agents and employees, from and against third party claims, liabilities, damages and expenses, including reasonable attorneys' and other professionals' fees, for bodily injury or tangible property damage directly caused by the negligence or willful misconduct of CONTRACTOR, its employees or contractors at the Service Location(s).

15.3 **PERS Eligibility Indemnification.** In the event that any of CONTRACTOR's PERSONNEL is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, CONTRACTOR shall indemnify, defend (with counsel acceptable to CITY), and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of CONTRACTOR's PERSONNEL as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONTRACTOR's PERSONNEL providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

15.4 **Limitation of CITY Liability.** Neither CONTRACTOR nor CONTRACTOR's PERSONNEL are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the CITY. The CITY will not make any federal or state tax withholdings on behalf of CONTRACTOR. The CITY shall not be required to pay any workers' compensation insurance on behalf of CONTRACTOR.

15.5 **Indemnification for Employee Payments.** CONTRACTOR agrees to defend, indemnify and hold harmless the CITY for and against any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers' compensation payment which the CITY may be required to make on behalf of CONTRACTOR or CONTRACTOR's PERSONNEL for work done under this AGREEMENT. CITY shall have the right to participate in the defense provided to it under this section.

15.6 The provisions of this Section 15 shall not be limited by any provision of insurance coverage that the CONTRACTOR may have in effect, or may be required to obtain and maintain, during the term of this AGREEMENT. The provisions of this Section 12 shall survive expiration or termination of this AGREEMENT.

15.7 City shall timely notify the CONTRACTOR of the receipt of any third-party claim, relating to the AGREEMENT.

15.8 Disclaimer of Warranty; Limitation of Liability

15.8.1 DISCLAIMER OF WARRANTY. CITY ASSUMES TOTAL 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 AGREEMENT, 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 MEET CITY'S REQUIREMENTS, 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 AGREEMENT, 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 AGREEMENT, AND CONTRACTOR DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT, 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.

15.8.2 LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT. CONTRACTOR'S MAXIMUM LIABILITY TO CITY WITH REGARD TO ANY SERVICE ORDER SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CITY TO CONTRACTOR FOR THE APPLICABLE SERVICE ORDER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. 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.

15.9 Responsibility For Equipment.

15.9.1 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 AGREEMENT 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 on the CONTRACTOR Equipment not provided by CONTRACTOR, or otherwise tamper with or use any portion of the CONTRACTOR Equipment without the prior consent of CONTRACTOR. CITY shall be 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.

15.9.2 CITY Security Responsibilities. CITY shall be responsible for all access to and use of the Service, including whether or not CITY has knowledge of or authorizes such access or use. CITY shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service, and CONTRACTOR Equipment. CITY shall secure and maintain any and all CITY Equipment, including, but not limited to, Private Branch Exchanges (including other non-CONTRACTOR switches, collectively, "PBXs"), where applicable, and any applications accessible through use of CITY Equipment, and shall be solely responsible for any conduct through and any charges incurred on CITY's Service account, regardless of whether such activity or charges are authorized by CITY management or involve fraudulent activity until such time as CITY informs CONTRACTOR of any fraudulent or unauthorized access. Without limiting CITY's responsibilities, CONTRACTOR has the right to implement reasonable measures to track, manage, and secure the connection between any CITY Equipment or applications used by CITY, End Users, or any third party who accesses the CITY Equipment and the CONTRACTOR Network, including without limitation authentication or other security access procedures. CONTRACTOR may suspend any affected Services if CONTRACTOR discovers or becomes aware of any breach or compromise of the security of any CITY Equipment, Service, Service Location, CONTRACTOR Equipment, or connection to the CONTRACTOR Network.

15.9.3 Equipment Return, Retrieval, Repair, and Replacement. Upon termination or expiration of this AGREEMENT or Service Order(s) ("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: (x) CITY shall return the CONTRACTOR Equipment to CONTRACTOR; (y) CITY shall allow CONTRACTOR to retrieve the CONTRACTOR Equipment, which CONTRACTOR Equipment must be in the condition in which the CONTRACTOR Equipment was originally received by CITY, subject to ordinary wear and tear; or (z) 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 fifteen (15) days after Services are terminated, CONTRACTOR may, at its discretion charge CITY an amount equal to: (i) CONTRACTOR's then-applicable unreturned equipment charge, or the retail cost of replacement of the unreturned CONTRACTOR Equipment; plus (ii) any and all costs and expenses incurred by CONTRACTOR in obtaining or attempting to regain possession of the CONTRACTOR Equipment. If applicable, CITY shall pay for the repair or replacement of any damaged CONTRACTOR Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or workmanship defects, or which have been caused solely by CONTRACTOR's negligence or misconduct. The proper disposition of any CONTRACTOR Equipment that is not returned to, or recovered by, CONTRACTOR will be the sole responsibility of CITY, and must be in accordance with applicable laws. The foregoing CITY obligations will survive the termination of Service.

16.0 INSURANCE

16.1 CONTRACTOR shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the SERVICES and the results of that work by CONTRACTOR'S PERSONNEL. Insurance shall be placed with insurers with a current A.M. Best's rating of A-VII or better unless otherwise approved in writing by the CITY's Risk Manager.

16.2 CONTRACTOR shall obtain, and during the term of this AGREEMENT shall maintain, policies of general liability, automobile liability, contractual liability and property damage insurance from an insurance company or companies authorized to be in business in the State of California, in an insurable amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate or the limits specified below, whichever are greater. The insurance policies shall provide that the policies shall remain in full force during the full term of this AGREEMENT and shall not be canceled, terminated, or allowed to expire or not be renewed without thirty (30) days prior written notice to CITY from the insurance company, and shall contain a blanket waiver of subrogation. Statements that the carrier "will endeavor" and "failure to mail such notice shall impose no obligation or liability upon the company, its agents or representatives," will not be acceptable on insurance certificates. Maintenance of specified insurance coverage is a material element of this AGREEMENT.

16.3 **Types and Amounts Required.** CONTRACTOR shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

16.3.1 **Commercial General Liability (CGL).** CONTRACTOR shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad as CG 00 01 which shall cover liability arising from any and all personal injury or property damage, including ongoing and completed operations, in the amount no less than \$2,000,000.00 per occurrence and subject to an annual aggregate of \$4,000,000.00. If limits apply separately to this project (CG 25 03 or 25 04) the general aggregate limit shall not apply. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy. If CONTRACTOR maintains higher limits than the limits shown above, the CITY shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY. Any excess or umbrella policies being used to meet the required limits of insurance will be evaluated separately and must meet the same qualifications as the CONTRACTOR's primary policy.

16.3.2 **Commercial Automobile Liability.** CONTRACTOR shall maintain Commercial Automobile Liability Insurance for all of the CONTRACTOR'S automobiles, including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of no less than \$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

16.3.3 Workers' Compensation. CONTRACTOR shall maintain Worker's Compensation insurance for all of CONTRACTOR's PERSONNEL who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum \$1,000,000.00 employers' liability coverage. The CONTRACTOR shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

16.3.4 Cyber Liability Insurance. CONTRACTOR shall maintain Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by us in this AGREEMENT and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.

16.4 The CITY and its officers, officials, employees, agents, representatives and volunteers shall be named as additional insureds on the required liability policies with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The CITY's additional insured status must be reflected on additional insured endorsement form (20 10 1185 or 20 10 1001 and 20 37 1001), which shall be submitted to the CITY.

16.5 All policies shall contain a provision stating that the CONTRACTOR'S policies are primary insurance and that insurance (including self-retention) of the CITY or any named insured shall not be called upon to contribute to any loss, as reflected in an endorsement at least as broad as CG 20 01 04 13, which shall be submitted to the CITY. This provision shall apply regardless of any language of the policy maintained by the CONTRACTOR during the term of this AGREEMENT.

16.6 Before CONTRACTOR shall employ any person or persons in the performance of the AGREEMENT, CONTRACTOR shall procure a policy of Workers' Compensation Insurance as required by the Labor Code of the State of California or shall obtain a certificate of self-insurance from the Department of Industrial Relations.

16.7 Prior to commencement of work under this AGREEMENT, CONTRACTOR shall furnish to the Contract Officer proof of the insurance required in this section. Failure by the Contract Officer to object to the contents of the certificate and/or policy endorsement or the absence of same shall not be deemed a waiver of any and all rights held by the CITY. Failure on the part of CONTRACTOR to procure or maintain in full force the required insurance shall constitute a material breach of contract under which the CITY may exercise any rights it has in law or equity including, but not limited to, terminating this AGREEMENT pursuant to Paragraph 7.1 above.

16.8 The CITY reserves the right to review the insurance requirements of this section during the effective period of the AGREEMENT. Any changes to insurance coverages and their limits in this section require mutual agreement between the parties and the execution of an Amendment to this AGREEMENT.

16.9 Any deductibles or self-insured retentions are the responsibility of CONTRACTOR.

16.10 CONTRACTOR hereby grants to CITY a waiver of any right to subrogation that any insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CITY has requested or received a waiver of subrogation endorsement from the insurer.

17.0 DISPUTES

17.1 Informal Dispute Resolution Process. The Parties shall reasonably cooperate to participate in the CITY's informal dispute resolution process, as set forth below, provided that CITY and CONTRACTOR reserve the right to pursue all legal or equitable remedies at any time in their sole and absolute discretion.

The CITY'S informal dispute resolution process is as follows:

If a dispute should arise regarding the performance of this AGREEMENT, the following procedures shall be used to address the dispute:

a. If the dispute is not resolved informally, then, within five (5) working days thereafter, the CONTRACTOR shall prepare a written position statement containing the party's full position and a recommended method of resolution and shall deliver the position statement to the CONTRACT OFFICER.

b. Within ten working (10) days of receipt of the position statement, the CONTRACT OFFICER shall prepare a response statement containing the CITY's full position and a recommended method of resolution and shall deliver the response statement to the CONTRACTOR.

c. After the exchange of statements, if the dispute is not resolved within ten working (10) days, the CONTRACTOR and the CONTRACT OFFICER shall deliver the statements to the City Manager who shall make a determination within ten working (10) days.

17.2 If the dispute remains unresolved for ten working (10) days following the City Manager's determination, and the parties have exhausted the procedures of this section, the parties may then seek resolution by mediation or such other remedies available to them by law or in equity.

18.0 WAIVER OF JURY TRIAL AND CLASS ACTIONS

18.1 THE PARTIES AGREE THAT, BY ENTERING INTO THIS AGREEMENT, CITY AND CONTRACTOR ARE WAIVING THE RIGHT TO A TRIAL BY JURY. CITY AND

CONTRACTOR AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN THEIR INDIVIDUAL CAPACITIES AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING.

19.0 NOTICES

19.1 Any notices to be given under this AGREEMENT, or otherwise, shall be be validly given or served only if in writing and sent by overnight delivery service or certified mail, return receipt requested, to the following addresses.

For CITY:

John Kim
Director of Administrative Services
City of Coronado
1825 Strand Way
Coronado, CA 92118

For CONTRACTOR:

Charter Communications Operating, LLC
ATTN: Commercial City Agreements
Corporate – Legal Operations
12405 Powerscourt Drive
St. Louis, MO 63131

20.0 CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986

20.1 CONTRACTOR certifies that CONTRACTOR is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC §§ 1101-1525) and has complied and will comply with these requirements including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants before they perform any SERVICES under this AGREEMENT.

21.0 GENERAL PROVISIONS

21.1 **Accounting Records.** CONTRACTOR shall keep records of the direct reimbursable expenses pertaining to the SERVICES and the records of all accounts between the CONTRACTOR and any subcontractors. CONTRACTOR shall keep such records on a generally recognized accounting basis. These records shall be made available to the Contract Officer, or the Contract Officer's authorized representative, at mutually convenient times, for a period of three (3) years from the completion of the SERVICES. As allowed by applicable law, any audit of such records shall be for the previous twelve (12) month period and not more than one (1) time per year, and audit rights shall be limited to records pertaining to Services provided to CITY and not with respect to other cities. CONTRACTOR's confidential financial information, books, records and

accounts shall not be made available for audit. CONTRACTOR may require an auditor to sign a reasonable non-disclosure agreement. Audits, if any, shall be upon reasonable notice to CONTRACTOR, at reasonable business hours and in any reasonable manner directed by CONTRACTOR. Audits, if any, shall be at CITY's sole cost and expense.

21.2 Governing Law. This AGREEMENT and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this AGREEMENT shall be held exclusively in the United States District Court for the Southern District of California or, if such court would not have jurisdiction over the matter, a California state court sitting in the County of San Diego. CONTRACTOR hereby irrevocably consents to service outside the State of California and to the personal jurisdiction of and exclusive venue in the state and federal courts in the County of San Diego, California and waives any objection to such jurisdiction or venue.

Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the AGREEMENT in the Federal or state courts sitting in San Diego County and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum.

Except as otherwise specified in Section 3.6 any claim that CITY wishes to assert under the AGREEMENT must be initiated not later than one (1) year after the claim arose. UNLESS PROHIBITED BY LAW, IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CITY AND CONTRACTOR EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.

21.3 Business Certificate. CONTRACTOR is required to obtain and maintain a City Business Certificate during the duration of this AGREEMENT.

21.4 Compliance with Law. As between the Parties, CONTRACTOR shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to CONTRACTOR's operation and provision of the Services as contemplated in the AGREEMENT, and CITY shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to CITY's use of the Services as contemplated in the AGREEMENT.

Unless specified otherwise in the AGREEMENT, each Party shall give all notices, pay all fees and comply with all applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the AGREEMENT. The AGREEMENT is subject to all applicable federal, state, or local laws and regulations in effect in the relevant jurisdiction(s) in which CONTRACTOR provides the Services. If any provision of the AGREEMENT contravenes or is in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the AGREEMENT. If the relevant law or regulation applies to some but not all of the Services being provided under the AGREEMENT, then such law or regulation shall take priority over the relevant provision of the AGREEMENT only for purposes of those Services to which the law or regulation applies. Except as explicitly stated in the

AGREEMENT, nothing contained in the AGREEMENT shall constitute a waiver by the Parties of any rights under applicable laws or regulations pertaining to the installation, construction, operation, maintenance, or removal of the Services, facilities or equipment.

21.5 Bonds. (Reserved)

21.6 Responsibility for Others. CONTRACTOR shall be responsible to the CITY for its services and the services of its subcontractors. CONTRACTOR shall not be responsible for the acts or omissions of other parties engaged by the CITY.

21.7. Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision that is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

21.8. Conflicts between Terms. If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Attachments, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. In the event that CITY desires to use its purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions in this AGREEMENT shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by CITY, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of any Service Order are inconsistent with the terms of AGREEMENT, the AGREEMENT shall control, excluding pricing discounts, nonrecurring fees, or order fulfillment timing terms to the extent permissible under applicable law set forth in the Service Order that shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT and shall cooperate in good faith to resolve the same.

21.9 Non-Discrimination. CONTRACTOR shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places available to employees and applicants for

employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

21.10 Rights Cumulative. All rights, options, and remedies of the Parties contained in this AGREEMENT shall be construed and held to be cumulative, and no one of the same shall be exclusive of any other, and the Parties shall have the right to pursue any one of all of such remedies or any other remedy or relief that may be provided by law or in equity, whether or not stated in this AGREEMENT.

21.11 PROPRIETARY RIGHTS AND CONFIDENTIALITY.

21.11.1 CONTRACTOR's 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, and 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 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.

21.11.2 Confidentiality. CITY agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the CONTRACTOR Materials and any other information and materials provided by CONTRACTOR in connection with this AGREEMENT, including but not limited to the contents of this AGREEMENT and any Service Orders. CITY may not issue a press release, public announcement or other public statements regarding the AGREEMENT without CONTRACTOR's prior consent.

21.11.3 Software. If Software is provided to CITY hereunder, CONTRACTOR grants CITY a limited, non-exclusive, and non-transferable license to use such Software, in object code form only, for the sole and limited purpose of using the Services for CITY's internal business purposes during the Term. CITY shall not copy, reverse engineer, decompile, disassemble,

translate, or attempt to learn the source code of any Software. Upon termination of a Service Order, the license to use any Software provided by CONTRACTOR to CITY in connection with the Services provided under the Service Order shall terminate and CITY shall destroy any copies of the Software provided to CITY.

21.12 **PRIVACY.** CONTRACTOR maintains a Privacy Policy that provides consumers with notice of CONTRACTOR's collection, use, maintenance, and disclosure of information, and their rights and choices with respect to such practices under applicable US state and/or federal laws and regulations. The Privacy Policy may be found on CONTRACTOR's website at <https://enterprise.spectrum.com/>. The Privacy Policy may be updated or modified from time-to-time by CONTRACTOR, with or without notice to CITY. CITY's privacy interests, including CITY's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act, the Federal Cable Communications Act, the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. CITY proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in a Service Attachment, the Privacy Policy, and, if applicable, in CONTRACTOR's tariff, which are incorporated into, and made a part of, this AGREEMENT by this reference. In addition to the foregoing, CITY hereby acknowledges and agrees that CONTRACTOR may disclose CITY's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). In addition, CONTRACTOR shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property or operations, or where circumstances suggest that individual or public safety is in peril.

21.13 **Waiver.** No waiver by either Party of a breach by the other Party of any of the terms, covenants, or conditions of this AGREEMENT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default of either Party hereunder shall be implied from any omission by the other Party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver.

21.14 **Third Parties.** No provision contained in the AGREEMENT shall create or give to third parties any claim or right of action against the CITY or CONTRACTOR or their respective officers, directors, officials, employees, representatives, contractors, subcontractors or agents.

21.15 **Survival.** The provisions of the AGREEMENT that by their nature survive termination or final completion of the AGREEMENT, including all warranties, indemnities, payment obligations, and the CITY's right to audit CONTRACTOR's books and records, shall remain in full force and effect after final completion or any termination of the AGREEMENT.

21.16 **Severability.** In the event that any part of this AGREEMENT is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either Party will be excused from performance of such portion or portions of this AGREEMENT as shall be found to be illegal or unenforceable without affecting the remaining provisions of this AGREEMENT.

21.17 **Regulatory Changes.** In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of CONTRACTOR's delivery of Service to CITY, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by CONTRACTOR in providing the Services, CITY acknowledges and agrees that CONTRACTOR may pass through to CITY any such increased fees or costs, but only to the extent of the actual increase and to the same extent passed through to other Spectrum customers of the same or substantially same Services provided hereunder. CONTRACTOR shall use commercially reasonable efforts to notify CITY at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the Service Charges payable by CITY under the AGREEMENT for the applicable Service, CITY may, within thirty (30) days after notification of such increase, terminate the affected Service without an obligation to pay Termination Charges, provided CITY notifies CONTRACTOR at least thirty (30) days in advance of CITY's requested termination date. Further, in the event that CONTRACTOR is required to file tariffs or rate schedules with a regulatory agency or otherwise publish or make generally available its rates in accordance with regulatory agency rules or policies respecting the delivery of the Services or any portion thereof, then the terms set forth in the applicable tariff or rate schedule shall govern CONTRACTOR's delivery of, and CITY's use or consumption of the Services. In addition, if CONTRACTOR determines that offering or providing the Services, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then CONTRACTOR may terminate the AGREEMENT and any affected Service Orders without liability, by giving CITY thirty (30) days prior notice or any such notice as is required by law or regulation applicable to such determination.

21.18 **Exhibits Incorporated.** All Attachments/Exhibits referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

21.19 **Amendments.** Any changes, modifications, revisions, or amendments to this AGREEMENT which are mutually agreed upon by the Parties to this AGREEMENT shall be incorporated by written instrument, executed by all Parties to this AGREEMENT.

22. SIGNATURES

22.1 Each signatory and Party hereto hereby warrants and represents to the other Party that it has legal authority and capacity and direction from its principal to enter into this AGREEMENT, and that all resolutions or other actions have been taken so as to enable it to enter into this AGREEMENT. This AGREEMENT may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature. The Parties agree to conduct business using electronic means including using electronic records and electronic signatures, except as provided with respect to notices in Section 15.0.

CITY:

By: _____
Tina Friend
City Manager

Date: _____

Charter Communications Operating, LLC
By: Charter Communications, Inc., its
Manager

Signed by:
By: Mark Kornegay
Mark Kornegay
Group Vice President, Vertical Markets

Sales
Date: December 5, 2024

DocuSigned by:
By: Lynne Bell
Lynne Bell
Vice President, Spectrum Enterprise Sales

Date: December 6, 2024

APPROVAL AS TO CONTENT:

John Kim
Director of Administrative Services

Date

APPROVAL AS TO FORM:

Johanna N. Canlas, City Attorney

Date

ATTEST:

Kelsea Holian, CMC, City Clerk

Date

- I. **REQUIRED CERTIFICATES:**
 - 1. CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
- II. **ATTACHMENTS**
 - 1. FEE SCHEDULE/GENERAL INFORMATION (**ATTACHMENT B**)

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Section 3700 of the California Labor Code provides in part as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

A. By being insured against liability to pay compensation to one or more insurers duly authorized to write compensation insurance in this state.

B. By securing from the Director of Industrial Relations a certificate of consent to self-insure ... which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his other employees...."

I am aware of the provisions of Section 3700 of the 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 I will comply with such provisions before commencing the performance of any of the work of the foregoing AGREEMENT.

Contractor Name: Charter Communications

Signed by: _____

Signature: Mark Kornegay
0043ECFF1C00430...

Name: Mark Kornegay

Title: GVP, Vertical Markets Sales

Contractor Address: 12405 Powerscourt Dr St Louis MO 63131

NOTE: In accordance with Article 5, commencing at Section 1860, Chapter 1, Part 7, Division 2, of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this AGREEMENT.

ATTACHMENT B**FEE SCHEDULE/GENERAL INFORMATION**

In compliance with the *REQUEST FOR PROPOSAL*, CONTRACTOR hereby agrees to furnish all labor, materials, equipment and supervision to perform the proposed SERVICES, and to do so in strict accordance with the provisions of this AGREEMENT. The CITY chooses the 60-month term pricing as described in the CONTRACTOR Final Pricing addendum.

SERVICE PRICING**II.**

Building	Service Address	City	Zip Code	Services	Bundled Rate/month (5 years)
Police Dept	700 Orange Ave	Coronado	92118	2,000M	\$ 1,099 \$ 30
Police Dept	700 Orange Ave	Coronado	92118	100M Fiber	\$ 420
Police Dept	700 Orange Ave	Coronado	92118	100M Fiber	\$ 420
Police Dept	700 Orange Ave	Coronado	92118	100M Fiber	\$ 420
PD to LG	930 Ocean Blvd	Coronado	92118	100M EPL	\$ 760
PD to Golf	2000 Visalia Row	Coronado	92118	100M EPL	\$ 760
PD to Cays	101 Grand Caribe Cswy	Coronado	92118	100M EPL	\$ 760
Golf Services	2000 Visalia Row	Coronado	92118	50M EPL	\$ 400
Parker Pump Station	780-800 Coronado Ave	Coronado	92118	100M EPL	\$ 760
1st/A Yard	299 1st	Coronado	92118	100M EPL	\$ 760
4th/Alameda Yard	400 Alameda Blvd	Coronado	92118	100M EPL	\$ 760
Total/month					\$ 7,349
Total/yr					\$ 88,188
Total/5-yr					\$ 440,940
Plus ~13% services contingency					\$ 500,000

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF LIMITED LIABILITY COMPANY OF "CHARTER COMMUNICATIONS OPERATING, LLC", FILED IN THIS OFFICE ON THE TENTH DAY OF FEBRUARY, A.D. 1999, AT 9 O'CLOCK A.M.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

3003370 8100

AUTHENTICATION: 9568861

991052410

DATE: 02-10-99

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 02/10/1999
991052410 - 3003370

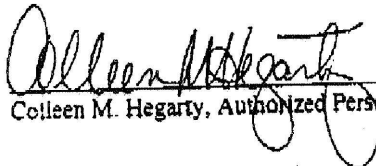
CERTIFICATE OF FORMATION

OF

CHARTER COMMUNICATIONS OPERATING, LLC

1. The name of the limited liability company is Charter Communications Operating, LLC.
2. The address of its registered office in the State of Delaware is 30 Old Rudnick Lane, in the City of Dover, County of Kent. The name of its registered agent at such address is CorpAmerica, Inc.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Charter Communications Operating, LLC this 10th day of February, 1999.


Colleen M. Hegarty, Authorized Person

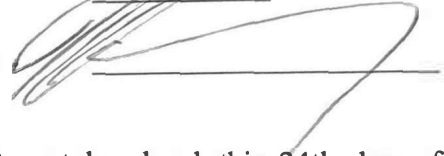
CERTIFICATE OF INCUMBENCY

The undersigned Vice President, Associate General Counsel and Assistant Corporate Secretary of Charter Communications, Inc., a Delaware corporation (the "Company"), hereby certifies that the Company is the manager of Charter Communications Operating, LLC, a Delaware limited liability company. The person named below is the qualified incumbent of the office set forth below opposite his name as of the date hereof, and the signature set forth below opposite his name is the genuine signature of such incumbent. The undersigned further certifies that the person named below is duly authorized to execute contracts and other instruments with respect to the management of the business and the affairs of Charter Communications Operating, LLC and the Company.

NAMETITLESIGNATURE

Mark Kornegay

Group Vice President, Vertical Market Sales



IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 24th day of September, 2024.

CHARTER COMMUNICATIONS, INC.



Jennifer A. Smith

Vice President, Associate General Counsel
and Assistant Corporate Secretary