



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

TPX COMMUNICATIONS

CONTRACT NO. 25-GS-IT-869

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 U.S. TelePacific Corp dba TPX Communications, – a Delaware Corporation, hereinafter referred to as “CONTRACTOR.”

RECITALS

The CITY requires the services of a firm with a state license to provide all labor, materials and supervision required to provide Telecommunications Session Initiation Protocol (SIP) Trunking Services. These required services are described in detail in ATTACHMENT A: Scope of Services (“SERVICES”).

Following a full and open formal solicitation conducted in accordance with Coronado Municipal Code Chapter 8.04 on October 15, 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 warrants and represents itself as possessing the necessary experience, skills and qualifications to provide the SERVICES required by CITY and to ensure that all work is performed in a professional manner and the final product is of a high quality.

CONTRACTOR warrants and represents that it has the necessary staff to deliver the SERVICES within the time frame herein specified and is fully qualified to perform those SERVICES within the specified time frame in accordance with the highest standards of CONTRACTOR’S profession.

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 Director 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 on and from the day, month and year of the execution of this document by the Parties. This AGREEMENT shall be in effect for a term of three years (3) years beginning December 17, 2024, during which time the CONTRACTOR shall commence and complete all of the SERVICES required pursuant to this AGREEMENT pursuant to Section 1.3 herein. This AGREEMENT may be renewed for two (2) additional one-year terms pursuant to Section 1.5 of this AGREEMENT.

1.2 This AGREEMENT is a firm, fixed-price contract for all labor and materials including, but not limited to, Telecommunications SIP Trunking and related services. Prices shall remain firm upon execution of this AGREEMENT.

1.3 CONTRACTOR shall commence work under this AGREEMENT within the time period specified in Section 1.1. The work shall be completed from the date of commencement (the "CONTRACT TIME") specified in the Notice to Proceed, as may be modified pursuant to the AGREEMENT. Time is of the essence in the performance of all obligations under this AGREEMENT, and all timing requirements shall be strictly adhered to unless otherwise modified in writing by the CITY. Failure to meet the schedule contained in this AGREEMENT is a default by the CONTRACTOR.

1.4 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.

1.5 Renewal or Extension Provisions. At the conclusion of this AGREEMENT, and subject to the conditions set forth herein, CITY shall have the right, but not the obligation, to extend its term for up to two (2) additional one-year terms on the same terms and conditions set forth herein by providing CONTRACTOR with written notice of its election to extend the term sixty (60) days prior to the termination of the existing term, or any extension. Within fifteen (15) days of receipt of CITY's notice of election to extend the term of this AGREEMENT, CONTRACTOR shall have

the right to present, in writing, any modification of its fee schedule for the extended term. If, prior to the termination date of this AGREEMENT, CITY and CONTRACTOR fail to agree to a modified fee schedule for the extended term, this AGREEMENT shall not be extended and shall terminate on the sixty-first (61st) day following CITY's notice of election to extend the term.

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 (ATTACHMENT A)

2.1 CONTRACTOR shall provide CITY with the SERVICES and documents described in ATTACHMENT A, which is attached hereto and incorporated herein by this reference as though fully set forth at length and is hereinafter referred to as the "SERVICES."

2.2 The general manner in which the CONTRACTOR shall render the SERVICES is set forth in ATTACHMENT A. While CITY is, in general, concerned with the manner in which the SERVICES are rendered, under this AGREEMENT, as represented by CONTRACTOR, it is not concerned with, nor shall it direct, the specific means and methods of operations on the part of CONTRACTOR in the performance of its SERVICES under this AGREEMENT. CONTRACTOR shall provide all labor, materials, equipment, tools and services required by and shall perform all work described in this AGREEMENT.

3.0 FEE SCHEDULE/GENERAL INFORMATION (ATTACHMENT B)

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

3.2 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. **The contract shall not exceed One Hundred Seventy-Five Thousand Dollars (\$175,000.00) for the entire duration of the agreement,** including an approximate 20% contingency to account for future usage increases and service expansion.

3.3 CONTRACTOR shall comply with all applicable Federal, State and local laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by CONTRACTOR or any subcontractor hereunder.

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. All requests for extra work shall be by written change order submitted to the Contract Officer prior to the commencement of such work.

5.0 SUBCONTRACTING

5.1 Subcontracting is prohibited under this AGREEMENT

6.0 ENTIRE AGREEMENT

6.1 This AGREEMENT and the incorporated attachments set forth the entire understanding of the Parties with respect to the subject matters herein. If there are any inconsistencies between the incorporated attachments and this AGREEMENT, the terms of this AGREEMENT control. There are no other understandings, terms or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the Parties, their officers, officials, agents, representatives, contractors, subcontractors or employees shall be valid unless agreed to in writing by both Parties.

7.0 TERMINATION OF AGREEMENT

7.1 In the event of CONTRACTOR's default of any covenant or condition hereof, including, but not limited to, failure to timely or diligently prosecute, deliver, or perform the DESCRIBED SERVICES, or where the CONTRACTOR fails to perform the work in accordance with the project schedule, the CITY may immediately terminate this AGREEMENT for cause if CONTRACTOR fails to cure the default within ten (10) calendar days of receiving written notice of the default. Thereupon, CONTRACTOR shall immediately cease work and within five (5) working days: (1) assemble all documents owned by the CITY and in CONTRACTOR's possession and deliver said documents to the CITY; and (2) place all work in progress in a safe and protected condition. The CONTRACT OFFICER shall make a determination of the percentage of work that CONTRACTOR has performed that is usable and of worth to the CITY. Based upon that finding, the CONTRACT OFFICER shall determine any final payment due to CONTRACTOR.

8.2 This AGREEMENT may be terminated by the CITY, without cause, upon the giving of fifteen (15) business days' written notice to the CONTRACTOR. Prior to the fifteenth (15th) day following the giving of the notice, the CONTRACTOR shall assemble the completed work product to date and put the same in order for proper filing and closing and deliver said product to the CITY. The CONTRACTOR shall be entitled to just and equitable compensation for any satisfactory work completed. The CONTRACT OFFICER and CONTRACTOR shall endeavor to agree upon a percentage complete of the contracted work if fees are fixed, or an agreed dollar sum based on services performed if hourly, and terms of payment for services and reimbursable expenses. CONTRACTOR hereby expressly waives any and all claims for damages or compensation arising under this AGREEMENT except as set forth herein.

8.0 LIQUIDATED DAMAGES/FORCE MAJEURE

8.1 (Reserved)

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 ASSIGNMENT OF CONTRACT

11.1 This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR's duties be delegated or sub-contracted, without the prior express written consent of the CITY.

12.0 INDEMNITY – HOLD HARMLESS

12.1 To the fullest extent permitted by law, CONTRACTOR agrees that CITY and its elected and appointed boards, officials, officers, agents, employees, representatives and volunteers (individually and collectively, "CITY Indemnitees") shall have no liability to CONTRACTOR or any other person for, and CONTRACTOR shall indemnify, defend and hold harmless CITY Indemnitees from and against, any and all liabilities, claims, demands, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses, including reasonable attorneys' fees and disbursements, (collectively "Claims") that arise out of, pertain to, or relate to this AGREEMENT or any act or omission of CONTRACTOR or its officers, directors, representatives, employees, agents or subcontractors (collectively "CONTRACTOR'S PERSONNEL") in connection with this AGREEMENT, including, but not limited to, performance of or failure to perform the SERVICES.

12.2 CONTRACTOR's obligation herein does not extend to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected and appointed boards, officials, officers, agents, employees, representatives or volunteers.

12.3 CONTRACTOR shall provide a defense (with counsel acceptable to CITY) to the CITY's Indemnitees, or at the CITY's sole option, reimburse the CITY's Indemnitees for all costs, attorneys' fees, expenses and liabilities (including judgment or portion thereof) incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the CITY pursuant to this AGREEMENT.

12.4 **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.

12.5 **Limitation of CITY Liability.** The payment made to CONTRACTOR pursuant to this contract shall be the full and complete compensation to which CONTRACTOR and CONTRACTOR's PERSONNEL are entitled for performance of any work under this contract. 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.

12.6 **Indemnification for Employee Payments.** CONTRACTOR agrees to defend (with counsel acceptable to CITY), and 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.

12.7 The provisions of this Section 12 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.

12.8 City shall timely notify the CONTRACTOR of the receipt of any third-party claim, relating to the AGREEMENT, and the City shall be entitled to recover its reasonable costs incurred in providing the notification.

12.9 Responsibility For Equipment. Notwithstanding anything in this AGREEMENT to the contrary, CITY shall not be responsible nor held liable for any damage whatsoever, including, but not limited to persons or property, resulting from or arising out of the use, misuse or failure of any equipment used by CONTRACTOR or any of its agents, employees or subcontractors, even if such equipment has been furnished, rented or loaned to CONTRACTOR by CITY. Any and all equipment furnished, rented or loaned to CONTRACTOR by CITY is provided on an “as is” basis. CITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ITS EQUIPMENT, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The acceptance or use of any CITY equipment by CONTRACTOR or its agents, employees, or subcontractors shall be with all faults and shall be construed to mean that CONTRACTOR accepts full responsibility for and agrees to defend, indemnify and hold harmless CITY from and against any and all claims for any damage whatsoever resulting from the use, misuse or failure of such equipment. CONTRACTOR HEREBY RELEASES, WAIVES, DISCHARGES AND CONVENANTS NOT TO SUE CITY FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS RELATING TO ANY CITY EQUIPMENT.

13.0 INSURANCE

13.1 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 no less than “A” and “VII” unless otherwise approved in writing by the CITY’s Risk Manager.

13.2 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.

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

13.3.1 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.

13.3.2 Commercial Automobile Liability. CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT'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).

13.3.3 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.

13.3.4 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.

13.4 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.

13.5 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.

13.6 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.

13.7 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.

13.8 The CITY reserves the right to review the insurance requirements of this section during the effective period of the AGREEMENT and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon economic conditions, recommendation of professional insurance advisors, changes in statutory law, court decisions or other relevant factors. The CONTRACTOR agrees to make any reasonable request for the deletion, revision, or modification of particular insurance policy terms, conditions, limitations, or exclusions (except where those policy provisions are established by law or are established by regulations that are binding upon either party to the contract or are binding upon the underwriter to the contract). Upon request by CITY, CONTRACTOR shall exercise reasonable efforts to accomplish such changes in policy coverages and shall pay the cost thereof.

13.9 Any deductibles or self-insured retentions are the responsibility of CONTRACTOR and must be declared to and approved by the CITY. At the CITY's option, the CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

13.10 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.

14.0 DISPUTES

14.1 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.

14.2 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.

15.0 NOTICES

15.1 Any notices to be given under this AGREEMENT, or otherwise, shall be served by certified mail.

15.2 For the purposes hereof, unless otherwise provided in writing by the Parties hereto, the address of the Parties and the proper person to receive any notice on each Party's behalf is:

For CITY:

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

For CONTRACTOR:

Stacy Conrad
Senior Vice President
Channel Management at TPX Communications
Address of Company: 303 Colorado Street, Suite 2075
CITY, State Zip: Austin, TX, 78701

15.3 CONTRACTOR represents and warrants that its employer's identification number is 95-4593876.

16.0 CONTRACTOR'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986

16.1 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.

17.0 GENERAL PROVISIONS

17.1 **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.

17.2 **Contract Officer.** The Director of Administrative Services or designee shall serve as the CITY's "Contract Officer" for this AGREEMENT and has the authority to direct the CONTRACTOR, approve actions, request changes, and approve additional services within her/his authority. Any obligation of the CITY shall be the responsibility of the Contract Officer. Excepting the provisions pertaining to dispute resolution, no other person shall have any authority under this AGREEMENT unless specifically delegated in writing.

17.3 **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 a state court 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. CONTRACTOR hereby waives the right to remove any action from San Diego County as is otherwise permitted by California Code of Civil Procedure Section 394.

17.4 **Business Certificate.** CONTRACTOR and its subcontractors, if any, are required to obtain and maintain a City Business Certificate during the duration of this AGREEMENT.

17.5 **Compliance with Law.** The CONTRACTOR shall be responsible for complying and ensuring its subcontractors comply with all local, state, and federal laws, rules, regulations, orders, policies, protocols and guidance, whether or not said laws are expressly stated or referred to herein, including, but not limited to complying with COVID-19 sanitation protocols, health orders and guidance.

17.6 **Bonds.** (Reserved)

17.7 **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 nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

17.8. **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.

17.9. **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. 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.

17.10 **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.

17.10 **Rights Cumulative.** All rights, options, and remedies of the CITY 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 CITY 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.

17.11 **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.

17.12 **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.

17.13 **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.

17.14 **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.

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

[SIGNATURES CONTINUED ON NEXT PAGE]

18. SIGNATURES

18.1 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.

CITY:

By: _____
Tina Friend
City Manager

Date: _____

CONTRACTOR:

DocuSigned by:
By: Seth Weise
Seth Weise
SVP, Account Management

Date: December 5, 2024

DocuSigned by:
By: Joshua Schilling
Joshua Schilling
Sales Manager

Date: December 5, 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. SECRETARY’S CERTIFICATE
 - 2. CONTRACTOR'S CERTIFICATE REGARDING WORKERS’ COMPENSATION
- II. **ATTACHMENTS**
 - 1. SCOPE OF SERVICES (**ATTACHMENT A**)
 - 2. 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: _____

Signature: _____

Name: _____

Title: _____

Contractor Address: _____

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 A

SCOPE OF SERVICES

I. **GENERAL TERMS & CONDITIONS:**

CONTRACTOR shall provide all labor, materials and supervision required to provide Telecommunications SIP Trunking services, including SIP trunking over leased lines (sometimes called “on-net” fiber services); enterprise calling (calls between City locations); direct inward dialing (DID, otherwise known as “telephone numbers”) and inbound calling services from the U.S. telephone system; inbound name and number Caller ID; outbound calling with outbound Caller ID; outbound 911 services; and local, toll, and domestic long-distance services for outbound calling.

The execution of this AGREEMENT by the CONTRACTOR shall be considered evidence that the CONTRACTOR has investigated, and is satisfied as to, the conditions to be encountered, the character and quality of the work to be performed and materials to be furnished, and the requirements of all documents referred to in this AGREEMENT.

CONTRACTOR performance shall present a professional image and a high standard of quality and technical competence at all times. Total responsibility for this is placed upon CONTRACTOR.

II. **CONTRACT DOCUMENTS**

- A. **PROJECT PLANS:** Please see Attachment B
- B. **PROJECT SPECIFICATIONS:** Please see Attachment B
- C. **SUPPLEMENTAL TERMS AND CONDITIONS:** Please see Attachment A - Exhibit I

III. **PERFORMANCE SPECIFICATIONS**

A. **GENERAL SPECIFICATIONS:**

These specifications are intended to cover all labor, materials and supervision to provide telecommunications SIP Trunking services. Work or materials of a minor nature that may not be specifically mentioned, but that may be reasonably assumed as necessary for the completion of this work shall be performed by CONTRACTOR as if described in the specifications.

B. **CONTRACTOR SHALL:**

1. Within three (3) work days after the effective date of the AGREEMENT, prepare and submit a schedule to the Project Coordinator, showing specific day/date/time of work. Schedule is subject to preapproval by the Project Coordinator.
2. Notify the Project Coordinator prior to the scheduled day/date/time of changes for an alternate start date. Failure to meet schedule shall be deemed grounds for non-payment and/or contract termination.
3. The Contractor shall provide telecommunications SIP Trunking services, which include but are not limited to:
 - SIP trunking over leased lines (sometimes called “on-net” fiber services),
 - enterprise calling (calls between City locations),
 - direct inward dialing (“DID”, otherwise known as “telephone numbers”) and inbound calling services from the U.S. telephone system,
 - inbound name and number Caller ID,
 - outbound calling with outbound Caller ID,
 - outbound 911 services, and
 - local, toll, and domestic long-distance services for outbound calling.

C. NON-SCHEDULED/EXTRA WORK:

1. Evaluate the specific job and labor required upon arrival at the job site; develop an estimate at no cost to CITY of the expected hours, materials and job cost; and advise Project Coordinator of cost **prior to proceeding with the work.** CITY reserves the right to accept or refuse CONTRACTOR’S offer.

Proceed with the work after receipt of written authorization by Project Coordinator.

- IV. PROJECT MATERIALS:** Manufacturers’ names, trade names, brand names, or model numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.

V. GENERAL REQUIREMENTS:**A. CONTRACTOR SHALL:**

1. CONTRACTOR, as well as any of its subcontractors, shall possess and maintain a current City of Coronado business certificate, professional license, and Department of Industrial Relations number.
2. Provide and maintain a telephone answering system that provides for contact during normal business hours, (8:00 a.m. to 5:00 p.m. PDT) Monday through Friday.
3. Respond to calls within [four (4)] hours.
4. Abide by all applicable laws.

VI GENERAL CONDITIONS:

1. All work shall be subject to the inspection and approval by the Project Coordinator or his/her designee at the site prior to acceptance and approval for payment.
2. Workers shall be courteous to the public and CITY staff, shall be responsive only to the request of the Project Coordinator, and shall direct all inquiries or requests to the Project Coordinator. Exception: If the specific request involves public safety or security of the specific facility, CONTRACTOR shall immediately comply with the request.

IN ADDITION TO THE SPECIFICATIONS, THE FOLLOWING SHALL APPLY:**VII. TERMS AND CONDITIONS:**

1. **Payment:** Payment shall be net 30 days after receipt of an undisputed invoice subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the CONTRACTOR.
2. **Invoicing:** Invoices shall be submitted no sooner than the first day of the service month being invoiced. CONTRACTOR shall mail an invoice to the following address:

Accounting Technician
Public Services & Engineering Department
City of Coronado
1825 Strand Way
Coronado, California 92118

Invoices shall be subject to the routine processing requirements of the CITY'S Department of Administrative Services.

3. **Authorized Work:** Payment shall only be made to the CONTRACTOR for work authorized by this AGREEMENT.
4. **Default:** In case of default by the CONTRACTOR, the CITY may procure the service from other sources and may deduct costs from the unpaid balance due the CONTRACTOR. The prices paid by the CITY shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available at law or in equity.
5. **Change of Ownership:** CONTRACTOR agrees that if there is a change in ownership prior to completion of this AGREEMENT, the new owners will be required under terms of sale to assume this AGREEMENT and complete it to the satisfaction of the CITY. The CITY reserves the right to approve a change in ownership.
6. **CONTRACTOR Work Hours and Safety Standards:** The CONTRACTOR shall ensure compliance with all safety and hourly requirements for employees, in accordance with Federal, State, and local safety and health regulations and laws. Equipment operation will be in compliance with the CITY's noise ordinance.
7. **Material Safety Data Sheets:** CONTRACTOR is required to provide Material Safety Data Sheet (MSDS) for any hazardous substances used as required by the California State Labor Code, Sections 6382 and 6390, and the Health and Safety Code of the California Administrative Code. MSDS sheets for each item shall be sent to:

Capital Projects Manager
Public Services & Engineering Department
City of Coronado
1825 Strand Way
Coronado, California 92118

8. **Patent/Copyright Materials:** Unless otherwise expressly provided in this AGREEMENT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this AGREEMENT.
9. **Declared Emergency Purchasing:** In the event of an emergency or where the CITY is declared a disaster area by the County, State or Federal Government, this AGREEMENT may be subjected to unusual usage. CONTRACTOR shall service the CITY during an emergency or declared disaster under the same terms and conditions that apply during non-disaster

circumstances. The pricing quoted within shall apply to servicing the CITY'S needs regardless of the circumstances.

10. **Terms and Conditions:** The only terms and conditions that will be applicable to the interpretation of this AGREEMENT are those issued by the Contract Officer. The CONTRACTOR acknowledges that CONTRACTOR has read and agrees to all terms and conditions.

Exhibit I – Supplemental Terms and Conditions

1. General

(a) Incorporation of TAA, MSA or Service Agreement. These Terms and Conditions (these “Terms and Conditions”) are part of the Agreement between Customer and U.S. TelePacific Corp. “TPx” as used in the Agreement means the TPx entity executing the TAA, MSA or Service Agreement and/or its Affiliates.

(b) Services. Services are offered to Customer by TPx either under tariffs (i.e., documents which list services, prices and other terms and conditions, referred to herein as “Tariffs”) filed with the Federal Communications Commission and state regulatory agencies having jurisdiction over the Services (“Tariffed Services”), or on a non-Tariffed basis (“Non-Tariffed Services”). Tariffs are available online at www.tpx.com/tariffs. All services provided under the Agreement are collectively referred to as the “Services.” In the event that the rates and terms in the Agreement conflict at any time with those set forth in TPx’s federal and/or state Tariffs applicable to the Services, the rates and terms of the Tariffs will control. If the Tariffs for any Services are cancelled as a result of regulatory action during the term of this Agreement, TPx will publish a revised price list and related terms and conditions for such Services on its website (www.tpx.com/rates). In the event that any agreement between the parties is terminated and Tariffed Services are still provided by TPx, applicable Tariff rates and terms will apply to the Tariffed Services provided to Customer.

(c) Pass Through of Price Increases. TPx may increase the rates for non-Tariffed Services to pass through any price increases imposed on it or its Affiliate by the providers of the underlying facilities used to provide the Services or, in the case of long-distance services, by wholesale providers of such services. “Affiliate” means any entity that, directly or indirectly through one or more intermediaries, controls or is controlled by or under common control with a party, and where the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

(d) Revisions. TPx may change the rates and terms applicable to Non-Tariffed Services (“Revisions”) by giving Customer at least thirty (30) days prior written notice. Customer will receive notice of the Revisions at least thirty (30) days prior to the effective date of any change. Such notice will generally be provided in Customer’s monthly invoice.

(i) With regard to any such Revisions that are changes to the terms and conditions, Customer will then have thirty (30) days from the date of the invoice to provide TPx with written notice that the Revisions to the changed terms or conditions will have a material adverse effect on Customer’s use of the Service(s). If TPx is able to eliminate the adverse effect, TPx will provide Customer with a written addendum to the Agreement to confirm Customer’s assent to the elimination of the adverse effect on the Services(s). However, if TPx is unable, after making a commercially reasonable effort, to eliminate the Revision’s impact on such Service(s), TPx will notify Customer and Customer may terminate the impacted Service(s) without further

obligation to TPx beyond the termination date, including termination charges, if any. If Customer does not notify TPx in writing of Customer's election to terminate the affected Service(s) for changed terms or conditions within five (5) business days after receipt of written notice of TPx's inability to eliminate the Revision's impact, Customer will be deemed to have consented to the Revisions and to a continuation of the Service(s), subject to the Revisions.

(ii) With regard to any such Revisions that increase the rates applicable to any of the Non-tariffed Services, except for pass-through rate increases, Customer may terminate the affected Service(s) without further obligation beyond the termination date, including termination charges, if any, provided Customer notifies TPx in writing of its election to so terminate the affected Service(s) for such rate increase at least five (5) business days before the effective date of the rate increase. If Customer does not notify TPx in writing of Customer's election to terminate the affected Service(s) for increase in rates prior at least five (5) business days prior to the effective date of the rate increase, Customer will be deemed to have consented to the Revisions and to a continuation of the Service(s) subject to the Revisions.

(e) **Expedite Fee.** Under certain conditions, Customer may request that installation of Services be expedited by agreeing to pay a fee (the "Expedite Fee"). No projected date for expedited installation is guaranteed. Payment of the Expedite Fee only earns an advanced priority for installation process and installation is not entirely in TPx's control. A list of Expedite Fees is available at: www.tpx.com/rates.

(f) **Additional Increase in Charges.** In addition to rate increases associated with Revisions as set forth above, a change in the manner in which TPx delivers Services to Customer may result in an increase in rates for those Services. Also, if a portion of the Services requires third party construction or other infrastructure, additional third-party charges may apply. If TPx cannot deliver Services to Customer at the rates it has agreed to pay because of the cost of the technology used or additional third party costs required to deliver the Services, including an acceptable profit margin, TPx will notify Customer in writing before any change in the technology is used and seek Customer's consent to a change in the rates or additional charge of the affected Service. TPx may delay the installation of any change in technology until Customer has responded to the increased rate or additional charge. If Customer does not notify TPx in writing of Customer's refusal to consent to the increased rate within five (5) business days after receipt of notice from TPx of such increase, Customer will be deemed to have consented to the increase in rate or additional charge. If Customer objects to such increase or charge within five (5) business days, either party may terminate the affected Service on written notice without further obligation beyond the date of termination, including for termination charges.

2. Billing, and Payment

(a) **Billing.**

(i) TPx will begin invoicing Customer for the Services and other charges on the earlier of: (a) the date that TPx gives Customer notice that the Services are installed and available

for Customer's use, or (2) ninety (90) days after the Agreement Effective Date, unless TPx is unable to install Services within such ninety (90) day period. TPx will bill monthly recurring charges in advance and usage charges after the usage occurs. Customer is responsible for all other charges and government fees and taxes which will be separately listed on each invoice. Notwithstanding the foregoing, each party will be responsible for its own income taxes and employment taxes. The parties will cooperate in good faith to minimize taxes to the extent legally permissible. Each party will provide to the other party any resale exemption, multiple points of use certificates, treaty certification and other exemption information reasonably requested by the other party. TPx may require, in its discretion, that Customer provide a deposit or other assurance of payment before the Services are provided and/or thereafter. Any required deposit will not bear interest unless required by law. If Customer delays acceptance of the Services after receiving notice that Services are available, TPx may, in its sole discretion, begin invoicing Customer for the ordered Services. If Customer continues to delay acceptance of the Services for more than sixty (60) days after the date the Services are available, Customer will have materially breached this Agreement, and TPx will be entitled to terminate this Agreement without further notice and to pursue the remedies in Section 4 of these Terms and Conditions.

(ii) TPx will invoice Customer for any equipment purchased or rented by TPx, whether by installment purchase option or otherwise, pursuant to the terms of the related Equipment Addendum. Payments for equipment are separate and independent of any payments owing by Customer for Services.

(b) Payment. Invoices are due and payable upon presentation and become past due after the Pay By Date printed on the invoice. If Customer has a bona fide dispute with any of the amounts on the invoice ("Disputed Amount"), it will pay all amounts not in dispute by the Pay By Date and provide TPx with a written request for a billing adjustment, together with all supporting documentation, within forty-five (45) days after Customer's receipt of the invoice or Customer's right to any billing adjustment will be waived. If TPx agrees to adjust all or a portion of the Disputed Amount, Customer will not be obligated to pay a late payment charge on the adjusted amount. If Customer fails to pay all non-Disputed Amounts on an invoice by the Pay By Date, TPx may impose a late payment charge of 1.5% per month or the maximum rate allowed by law, whichever is less, on the unpaid balance until the amount is paid. TPx may also suspend Customer's services until all delinquent amounts, including late payment charges, are paid in full. An additional charge will apply to each returned check. Payment must be made in U.S. Dollars.

(c) Match Period. If the Service Term for the Services initially to be provided under an applicable Agreement when it is first entered into by the parties is for sixty (60) months or more and the initial Services have been installed for at least twenty-four (24) months, Customer may provide TPx at retention@tpx.com with a bona fide, written quote of a lower monthly charge for a term at least equivalent to the remaining months in the Service Term from a competitive carrier for substantially the same initial Services with the same terms as provided pursuant to the Agreement and all Addenda, and TPx will have thirty (30) days (the "Match Period") after receipt of the bona fide written quote to match or beat the competitive provider's offer. If TPx fails to provide the initial Services at the lower rate, Customer may terminate the initial Services without liability for early termination in a notice provided to TPx not less than thirty (30) days after the

expiration of the Match Period. For this Section 2(h) to apply, the quote from the competitive carrier must be for the same service location as initially set forth in the applicable Agreement and for the same initial configuration of Services.

3. Customer's Obligations

(a) **Building Access.** Customer will obtain all necessary approvals, applicable permits and/or use fees to be attained, if any, for full access by TPx and its subcontractors prior to installation of the Service(s) and while the Service(s) is (are) provided.

(b) **Responsibility for Message Content.** Customer is solely responsible for all content that it makes available on or through the Services. Customer represents and warrants that all such content will not infringe on, or contain any content that infringes on, or otherwise violates any copyright, patent or any other right held by a third-party and that all such content will not violate any applicable law, rule, regulation or industry standard.

(c) **Use of Services.** Customer will not use the Services for any illegal, unlawful, abusive or fraudulent purpose and will use the Services in such a manner as to prevent damage to TPx's network. Customer's proper use of the Services includes conforming to all Acceptable Use Policies ("AUP") that are available on request and are displayed at TPx's web site at www.tpx.com/acceptable-use-policy. The AUP may be amended from time to time. If TPx materially changes the AUP, it will provide the same right to notification and cancellation as provided in Section 1(d) of these Terms and Conditions. Resale and distribution of all or any portion of the Services is prohibited.

(d) **Third-Party Obligations.** Customer is responsible to pay any third-party vendor charges for third party vendors retained by Customer, such as retaining a vendor for installation of necessary inside wiring. Also, Customer is responsible to arrange for disconnection and payment of charges related to the disconnection of any related services with Customer's current provider(s). Disconnection of such services may not be delegated to TPx.

(e) **Customer Local Area Network Responsibilities.** Customer agrees to comply with TPx-provided Local Area Network (LAN) guidelines posted at www.tpx.com/support/ and acknowledges that all network configurations as well as hardware and software located at Customer's physical location(s) conforms to the specifications outlined by TPx based on the contracted TPx services.

(f) **Network Security.** Customer is responsible for taking whatever actions it deems necessary to make Customer's computer and voice network and circuits adequately secure from unauthorized access. Customer acknowledges that TPx only provides telecommunications services and certain equipment to Customer and that TPx is not responsible for the security of Customer's network and circuits from third parties, or for any damages that may result from any unauthorized access to Customer's network. Customer will follow the Fraud Guidelines provided at www.tpx.com/fraud-guidelines. Failure to follow the steps provided may result in a greater likelihood that Customer's network will be exposed to fraud. Customer acknowledges that TPx has recommended that Customer seek independent advice with respect to products, equipment (including configurations)

and services available to make Customer's computer network and circuits more secure from third parties.

CUSTOMER FURTHER ACKNOWLEDGES THAT NONE OF TPx'S EMPLOYEES, AGENTS, REPRESENTATIVES OR SUBCONTRACTORS HAS MADE, AND THEY DO NOT HAVE THE AUTHORITY TO MAKE, ANY REPRESENTATIONS CONCERNING THE SECURITY OF CUSTOMER'S NETWORK OR THE SERVICES, INCLUDING ANY REPRESENTATIONS THAT ARE INCONSISTENT WITH THE STATEMENTS CONTAINED IN THIS SECTION 3(f).

(g) Access to Customer Premises, Systems and Data. As required for the performance of the Services, Customer will provide a secure space, network, wiring, electrical power, and environmental conditions suitable for and compatible with TPx's provision of Service(s). Customer agrees to provide TPx reasonable access (on-site and remote) to existing systems such that monitoring agents and other management tools can be installed as part of the Service(s). Customer will assume insurance responsibility for the cost of its repair or replacement should the equipment be damaged due to negligence, misuse, external forces, power surges, or servicing by non-TPx designated service personnel. Customer consents to TPx accessing and processing all data provided by or on behalf of Customer in connection with the Agreement (including data from customers of Customer) and represents that it has obtained any consents required for such access and processing.

(h) Customer's Compliance with Laws. Customer is responsible for the compliance with all laws and regulations applicable to the business of Customer and its Affiliates. Customer will be responsible for (1) identifying such laws and regulations and notifying TPx of any associated impact on TPx or the delivery of the Services; (2) obtaining the consent or approval of any governmental entity required for the parties' compliance with any such laws and regulations; and (3) obtaining the consent of any individual required for the parties' compliance with any such laws and regulations, including any required consent related to the transfer, processing and storage of such individual's personal data under laws applicable to such individual or the personal data. If requested by Customer, TPx will work in good faith with the Customer to enter into an amendment to this Agreement or modify the provision of the Services to Customer as required to comply with such laws and regulations, in each case at the expense of Customer. In no event will TPx be required to provide Services in violation of any applicable law or regulation. Receipt of Services. Customer will defend, indemnify and hold TPx harmless (including TPx's officers, directors, employees, agents, and contractors) from any claims, liabilities, losses, damages and expenses (including reasonable attorneys' fees and costs) arising out of or relating to Customer's receipt or use of the Services. This indemnity will not be available if the damage or loss is due to TPx's willful or reckless acts or omissions.

4. Rights and Remedies

(a) Move Charge. If Customer requests that TPx move the Services from Customer's current service location to a different service location, Customer may incur a non-recurring charge ("Move Charge"). The Move Charge may include:

(i) a termination charge which, as a result of Customer's termination, TPx becomes obligated to pay to a third-party provider of the underlying facilities, and (ii) installation charge at the new service location.

(b) Delinquent Account. In addition to any other recoveries TPx is entitled to receive, TPx will be entitled to recover from Customer for payment delinquencies all of the costs TPx incurs (including court costs and reasonable attorneys' fees) to collect any delinquent charges owed by Customer along with all other damages TPx incurs as a result of Customer's breach or other termination of the Agreement, including termination charges, past due recurring and usage charges, any damage to TPx's equipment, any promotional credits provided to Customer and any amounts TPx has to pay to third parties because of violations by Customer of TPx's AUP.

5. Credit Allowance, Warranty Disclaimer, Limitation of Liability and Indemnity

(a) Credit Allowances for Interruption of Service. If an interruption or failure of Service is caused solely by TPx and not by Customer or any third party agent, carrier, vendor, employee, or representative of Customer or other causes beyond TPx's reasonable control, Customer may be entitled to a credit allowance not to exceed an amount equivalent to the proportionate charge to Customer for the affected Service for the time period from the time of Customer's report to TPx of the Service interruption to the time Service is restored, not to exceed in any month, the total monthly recurring charge owed by Customer for the affected Service in that month. The specific service levels, related credits and steps Customer must take to apply for credits are available on TPx's website at www.tpx.com/sla. TPx will not be liable for any act or omission of any other entity furnishing Customer with facilities or equipment used with the Services, nor will TPx be liable for any damages or losses due in whole or in part to Customer's fault or negligence or due in whole or in part to the failure of equipment or facilities that Customer provides. For the avoidance of doubt, any credit allowances or adjustments permitted under the Agreement shall only relate to payments for Services and shall not be applied as an offset, credit, adjustment or recoupment against any payments owing by Customer for equipment purchased from TPx pursuant to an Equipment Addendum.

(b) WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THE "WARRANTY" SECTION OF A SERVICE ADDENDUM, TPx MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE OR DELIVERABLES. TPx SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

(c) EXCLUSIONS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER CUSTOMER NOR TPx WILL BE ENTITLED TO RECEIVE PUNITIVE, INCIDENTAL, EXEMPLARY, INDIRECT, CONSEQUENTIAL, RELIANCE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST BUSINESS, REVENUE, PROFITS OR GOODWILL) IN AN ACTION OR CLAIM OF ANY KIND OR NATURE, INCLUDING BREACH OF CONTRACT, BREACH

OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

6. Confidentiality

(a) Mutual Confidentiality. This Section sets out the terms for identification of information which is considered confidential and proprietary by a party (the “Discloser”), and restrictions against use and disclosure of such Confidential Information after disclosure to the other party (the “Recipient”).

(b) Definition of Confidential Information. “Confidential Information” as used in the Agreement means all proprietary or confidential information that is disclosed to the Recipient by the Discloser, and includes: (i) any and all information relating to products or services provided by a Discloser, its customer-related and financial information, source and executable code, flow charts, drawings, techniques, specifications, development and marketing plans, strategies, forecasts, and sales and marketing materials; (ii) any products or services made available by a party; and (iii) the terms of this Agreement. Confidential Information does not include information that Recipient can show: (A) was rightfully in Recipient’s possession without any obligation of confidentiality before receipt from the Discloser; (B) is or becomes a matter of public knowledge through no fault of Recipient; (C) is rightfully received by Recipient from a third party without violation of a duty of confidentiality; or (D) is or was independently developed by or for Recipient.

(c) Obligations of Confidentiality.

(i) As necessary to accomplish the purposes and objectives of this Agreement, Recipient may disclose Discloser’s Confidential Information to any Recipient employee, officer, director, subcontractor, agent or representative who has a legitimate need to know the information for the purposes of this Agreement and who is bound to Recipient to protect the confidentiality of the information in a manner at least as stringent as that required of Recipient under this Agreement. Recipient may also disclose Discloser’s Confidential Information to Recipient’s attorneys if they are made aware of Recipient’s obligations of confidentiality under this Agreement.

(ii) Recipient will not use or reproduce Discloser’s Confidential Information except as reasonably required to accomplish the purposes and objectives of this Agreement or as specifically permitted by this Agreement or approved in writing by Discloser. Recipient will protect Discloser’s Confidential Information from unauthorized use or disclosure by using at least the same degree of care as Recipient employs to avoid unauthorized use or disclosure of its own Confidential Information of a similar nature, but in no event less than reasonable care.

(iii) Recipient will promptly notify Discloser if Recipient becomes aware of any material unauthorized use, disclosure, loss of, or inability to account for any Confidential Information of Discloser. If such use, disclosure, loss or inability to account resulted from Recipient’s breach of this Agreement then, without limiting Discloser’s remedies for such breach, Recipient will cooperate with Discloser and, at Discloser’s request, undertake

commercially reasonable efforts to assist Discloser in investigating and preventing a reoccurrence thereof.

(iv) Recipient shall be responsible for any breach of the confidentiality provisions of this Agreement by any party to whom it discloses or makes available Discloser's Confidential Information as if such party were bound by the terms hereof and as if such breach were committed by Recipient.

(d) No Implied Rights. As between Discloser and Recipient, Discloser's Confidential Information will remain the property of Discloser. Nothing contained in the Agreement will be construed as obligating a Party to disclose its Confidential Information to the other Party, or as granting to or conferring on a Party, expressly or by implication, any rights or licenses to the Confidential Information of the other Party. Any such obligation or grant will only be as provided pursuant to other provisions of the Agreement.

(e) Compelled Disclosure. If Recipient becomes legally compelled to disclose any Confidential Information of Discloser in a manner not otherwise permitted by this Agreement, Recipient will provide Discloser with prompt written notice of the request (unless legally precluded from doing so) so that Discloser may seek a protective order or other appropriate remedy. Recipient will reasonably cooperate with such efforts by Discloser. If a protective order or similar order is not obtained by the date by which Recipient must comply with the request, Recipient may furnish that portion of the Confidential Information it is legally required to furnish provided that it (i) discloses only such Confidential Information as is legally required, and (ii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

(f) Return or Destruction.

(i) As requested by Discloser during the Term, Recipient will return, destroy, or provide Discloser a copy of any designated Confidential Information of Discloser. Upon expiration or termination of this Agreement, Recipient will return or destroy all materials in any medium that contain Confidential Information of Discloser. At Discloser's request, Recipient will certify in writing that it has returned or destroyed all copies of Discloser's Confidential Information in the possession or control of Recipient, any of Recipient's Affiliates or subcontractors, or any other party to whom any of them provided or permitted access to Confidential Information of Discloser.

(ii) Recipient shall have no obligation to return or destroy any Confidential Information of Discloser that is subject to a claim, dispute, lawsuit, or subpoena or in any other circumstances in which Recipient reasonably believes that destruction would be unethical or unlawful.

(iii) Any Confidential Information of Discloser retained by Recipient under this Section 6(f) shall remain subject to the confidentiality obligations under this Section 6.

(g) Proprietary Legends. Recipient may not remove, obscure, or alter any proprietary legend relating to the Discloser's rights on or from any form of Confidential Information of the Discloser, without the prior written consent of the Discloser, except as expressly authorized in an Agreement.

(h) Survival. This Section 6 shall survive any termination or expiration of this Agreement.

7. Mutual Non-Solicitation.

During the term of this Agreement, and for a period of six (6) months thereafter, neither party will, directly or indirectly, solicit, negotiate, engage, employ, or offer employment to, the personnel or contractor of the other party involved with providing Services hereunder.

8. Enhanced 911 ("E911") for Customers with Voice over Internet Protocol ("VOIP") Based Services Notice

(a) If the Services offered to Customer hereunder utilize VoIP technology to provide 911 and E911, this notice provides information about 911 and E911 capabilities and limitations on such voice services. The FCC requires that all telecommunications service providers utilizing VoIP notify their subscribers of the differences between the 911 and E911 access capability provided using VoIP technology and the 911 and E911 access capability using traditional telephone service. Further details about the FCC's requirements can be found at www.fcc.gov/cgb/consumerfacts/voip911.pdf.

(b) Differences in VOIP 911 Capabilities. 911/E911 access capabilities that use VoIP technology differ from 911/E911 access capabilities using traditional telephone service. The following list outlines some of the key differences, along with steps that Customer can take to mitigate those differences.

(i) Service Location Information. Customer must provide TPx with the correct service address of the location where Services will be used. If Customer does not provide correct service address information, or if Customer move Customer's VoIP access device (including an integrated access device, IP phone, or analog terminal adapter) to another location without updating service location information, calls to 911 will route to emergency personnel who may not be able to assist Customer, or may cause delays in receiving emergency services.

(ii) Power Outage. A power outage will render Customer's VoIP access devices unable to make or receive any calls, including calls to 911. Providing backup electrical power to VoIP access devices will mitigate this limitation.

(iii) Broadband Service Disruption. Disruptions to Customer's broadband service will prevent calls to 911 from completing. A failover connection to the public Internet over a broadband connection will reduce the likelihood of a service disruption.

(iv) Service Suspension. If Customer's service is terminated or suspended for any reason, 911 will not be available.

(c) **Geolocation Registration.** For calls to 911, TPx overrides any outbound calling line identification telephone number sent by the customer's phone system with a telephone number that is registered for the specific physical location of the service, also known as a geolocation. This enables 911 calls to route to the correct Public Safety Answering Point (PSAP), and that emergency personnel are sent to the correct location. Customer must provide accurate and timely information about Customer's geolocation. There is a \$125 charge per 911 call from telephone numbers with either incorrect or missing geolocation information.

(d) **Alternate Means of Contacting 911.** Customer should maintain alternate means of contacting 911, such as analog phone lines. Customer is also responsible for notifying users of these alternate means of contacting 911. UCx clients on a mobile phone will route 911 calls through the mobile network provider by default.

(e) **Notification of Users.** Customer is responsible for notifying any users, including staff, residents, guests, or other persons who may be present at any location where Customer utilizes TPx VoIP service about the limitations of 911 dialing on VoIP as compared with 911 dialing on traditional voice services. Customer will receive stickers concerning the limitations of 911 dialing on Customer's TPx VoIP service. It is Customer's responsibility to place the 911 sticker on or near each device that Customer uses with the Services. If Customer did not receive a 911 sticker with Customer's device, or Customer requires additional 911 stickers, please call 877-344-7441.

9. Miscellaneous Provisions

(a) **FUSF Exemption.** Telecommunication carriers that provide interstate telecommunications services must file FCC Form 499-A with the Federal Communications Commission ("FCC"). Customer must provide TPx a copy of the first page of the Universal Service Worksheet (FCC Form 499-A, with Filer 499 ID Number). If Customer is not required to file Form 499-A under applicable laws and regulations, Certificate B must be completed and returned to TPx. TPx assesses its customers the Federal Universal Service Fund ("FUSF") fee based on end user revenues. TPx exempts from this charge certain customers who contribute directly to the Universal Service Fund ("USF"). In such case, TPx has established a Certificate of Exemption from TPx's FUSF assessment. To be exempt from FUSF charges, Customer must certify the following:

- (i) Customer is an interstate provider of telecommunications services and has a Filer 499 ID Number;
- (ii) Customer will purchase Services under the applicable Agreement exclusively for purposes of reselling those services to end users; and,
- (iii) Customer (or its end users) is directly contributing to the FUSF on all services provided by TPx. To claim an exemption from TPx's assessment of FUSF charges, Customer must return certificate with the first page of the Universal Service Worksheet (FCC Form 499-A, with Filer 499 ID Number).

(b) **Export Controls.** Customer will cooperate with TPx as reasonably necessary to permit TPx to comply with the laws and regulations of the United States and all other relevant countries,

relating to the control of exports (“Export Laws”). Customer may not import, nor export or re-export directly or indirectly, including via remote access, any part of the Services into or to any country for which a validated license is required for such import, export or re-export under applicable Export Laws, without first obtaining such a validated license.

(c) Assignment and Succession. Customer may not assign or transfer the Agreement without TPx’s prior written consent, which will not be unreasonably withheld. Any unauthorized assignment or transfer by Customer will be null and void. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successor and authorized assigns. The right to payments under any Equipment Addendum are assignable by TPx without consent as provided in such Equipment Addendum.

(d) Force Majeure. TPx will not be liable for any failure of performance of the Services due to causes beyond TPx’s control, including fire, flood, electric power interruptions, national emergencies, civil disorder, acts of terrorists, network attacks, riots, strikes, lockouts, work stoppages, Acts of God, or any law, regulation, directive, or order of the United States government, any other governmental agency, including state and local governments having jurisdiction over TPx or the Services provided hereunder, or the actions and failures to act of Customer or any third party.

(e) Severability. If any provision of the Agreement is held to be invalid or unenforceable by a court or administrative agency with jurisdiction over the Services, such provision will be deemed amended to the minimum extent necessary to render it enforceable.

(f) Interpretation of Agreement. The word “including” will be construed to mean “including, without limitation”. The word “or” will mean “and/or” unless the context requires otherwise. The words “day,” “month,” and “year” mean, respectively, calendar day, calendar month and calendar year. The Agreement will be fairly interpreted in accordance with its terms and without strict construction in favor of or against either party based on the identity of the drafter of the Agreement or any term or provision thereof.

(g) No Third-Party Beneficiaries. Notwithstanding anything to the contrary, the Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party or deemed to provide third parties with any remedy, claim, right of action, or other right.

(h) Survival. Sections 4 - 9 and Section 11 of the Agreement, inclusive of sub-sections, will survive any termination or expiration of the Agreement and will continue in full force and effect until they are satisfied in full or by their nature expire.

(i) Headings. The headings used in the Agreement are for convenience only and do not in any way limit or otherwise affect the meaning of any of the terms.

(j) Waiver. Under no circumstances will either party’s failure to enforce any provision of the Agreement in any particular instance be construed as a waiver of that provision.

(k) Notices. All notices from Customer to TPx must be in writing and delivered by certified mail, return receipt requested or by Federal Express or other similar expedited delivery service to: U.S. TelePacific Corp., Attn. General Counsel, 303 Colorado St, Suite 2075, Austin, TX 78701. If Customer notifies TPx that it does not wish to renew Services, Customer's written notice may be by a letter delivered in that manner or by an email to: retention@tpx.com.

(l) Compliance. A table listing PCI, HIPAA and SOC 2 compliant Services provided by TPx is found at www.tpx.com/legal/compliance/.

ATTACHMENT B**FEE SCHEDULE/GENERAL INFORMATION**

In compliance with the *REQUEST FOR PROPOSAL*, the CONTRACTOR hereby agrees to furnish all labor, materials, equipment and supervision to perform the proposed services that are described in the below listed enclosures; and to do so in strict accordance with the provisions of this AGREEMENT.

PRICE QUOTES**II.**

RS ID	Title	Address	Non-Recurring	Recurring (Monthly)
1204747	700 Orange Ave, Coronado CA	700 Orange Ave, Coronado, CA 92118-2234	0	\$1,170.83
1204732	1825 Strand Way, Coronado CA	1825 Strand Way, Coronado, CA 92118-3005	0	\$1,240.83
Total per Month				\$2,411.66
Annual Total				\$28,939.92

*Please see Exhibits I and II for the detailed cost illustrations for the two locations.

This AGREEMENT references the attached quote (Exhibits I and II) for illustrative purposes only. The terms and conditions outlined in the quote are not applicable to this AGREEMENT.

Exhibit I – Scope/Cost Illustration (700 Orange Ave location)

City of Coronado								
Good through: 12/27/2024								
Address: 700 Orange Ave, Coronado, CA 92118-2234								
The term for Service(s) being ordered is 36 months ("Term").								
UCx SmartVoice (Install)	Description	Qty	Each	Usage	Type	NRC	MRC	
	Abbreviated Dialing	1	\$0.00	-	xNet	-	\$0.00	
	Call Paths - SmartVoice	46	\$14.21	-	xNet	-	\$653.88	
	SIP SmartVoice	1	\$0.00	-	xNet	-	\$0.00	
	TPx Voice & Data Circuit	1	\$0.00	-	xNet	-	\$0.00	
	Tier B Equipment	1	\$29.00	-	xNet	-	\$29.00	
	Caller ID (Inbound - Name & Number)	1	\$0.00	-	xNet	-	\$0.00	
	Calling Line ID Delivery Blocking or Un-Blocking per Call	1	\$0.00	-	xNet	-	\$0.00	
	DIDs	20	\$0.15	-	xNet	-	\$3.00	
	DIDs - Setup Fee	20	\$0.00	-	xNet	\$0.00	-	
	E911	1	\$4.95	-	xNet	-	\$4.95	
	End User Connection Charge (EUCC)	46	\$0.00	-	xNet	-	(\$0.00)	
	Enterprise Trunking	1	\$50.00	-	xNet	-	\$50.00	
	Enterprise Trunking - Setup Charge	1	\$0.00	-	xNet	\$0.00	-	
	Free Directory Assistance Listing	1	\$0.00	-	xNet	-	\$0.00	
	G.711 Codec	1	\$0.00	-	xNet	-	\$0.00	
	LD Usage	1	\$0.0290	\$0.0290	-	-	-	
	Outbound Calling Line ID (Name & Number)	1	\$0.00	-	xNet	-	\$0.00	
	UCx SmartVoice Usage Bundle -- 2,500 Minutes Domestic Outbound Usage Included	1	\$0.00	-	xNet	-	\$0.00	
						\$0.00	\$740.83	
Internet Services - Ethernet (Install)	Description	Qty	Each	Usage	Type	NRC	MRC	
	Ethernet 10 x 10 Mbps (ICB Code: LV_CD)	1	\$430.00	-	xNet	-	\$430.00	
	IPv4 - IP Address - 4 (Included)	1	\$0.00	-	xNet	-	\$0.00	
	Internet	1	\$0.00	-	xNet	-	\$0.00	
						\$0.00	\$430.00	

Exhibit II – Scope/Cost Illustration (1825 Strand Way location)

City of Coronado

Good through: 12/27/2024

Address: 1825 Strand Way, Coronado, CA 92118-3005

The term for Service(s) being ordered is 36 months ("Term").

UCx SmartVoice (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Abbreviated Dialing		1	\$0.00	-	xNet	-	\$0.00
Call Paths - SmartVoice		46	\$14.21	-	xNet	-	\$653.88
SIP SmartVoice		1	\$0.00	-	xNet	-	\$0.00
TPx Voice & Data Circuit		1	\$0.00	-	xNet	-	\$0.00
Tier B Equipment		1	\$29.00	-	xNet	-	\$29.00
Caller ID (Inbound - Name & Number)		1	\$0.00	-	xNet	-	\$0.00
Calling Line ID Delivery Blocking or Un-Blocking per Call		1	\$0.00	-	xNet	-	\$0.00
DIDs		20	\$0.15	-	xNet	-	\$3.00
DIDs - Setup Fee		20	\$0.00	-	xNet	\$0.00	-
E911		1	\$4.95	-	xNet	-	\$4.95
End User Connection Charge (EUCC)		46	\$0.00	-	xNet	-	(\$0.00)
Enterprise Trunking		1	\$50.00	-	xNet	-	\$50.00
Enterprise Trunking - Setup Charge		1	\$0.00	-	xNet	\$0.00	-
Free Directory Assistance Listing		1	\$0.00	-	xNet	-	\$0.00
G.711 Codec		1	\$0.00	-	xNet	-	\$0.00
LD Usage		1	\$0.0290	\$0.0290	-	-	-
Outbound Calling Line ID (Name & Number)		1	\$0.00	-	xNet	-	\$0.00
UCx SmartVoice Usage Bundle -- 2,500 Minutes Domestic Outbound Usage Included		1	\$0.00	-	xNet	-	\$0.00
						\$0.00	\$740.83
Internet Services - Ethernet (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Ethernet 10 x 10 Mbps (ICB Code: VJ_CD)		1	\$500.00	-	xNet	-	\$500.00
IPv4 - IP Address - 4 (Included)		1	\$0.00	-	xNet	-	\$0.00
Internet		1	\$0.00	-	xNet	-	\$0.00
						\$0.00	\$500.00

Secretary's Certificate

I, Colin Polacek, the Corporate Secretary of U.S. TelePacific Corp. dba TPx Communications (the "Corporation") duly organized under the laws of Delaware do hereby certify that I maintain complete and accurate minute books on behalf of the Corporation. I do further certify that the persons identified below, are authorized, in the name and on behalf of the Corporation, to enter into, complete and execute contract agreements with the City of Coronado, California.

<u>Name</u>	<u>Title</u>
<u>Seth Weise</u>	<u>Senior Vice President, Account Management</u>
<u>Joshua Schilling</u>	<u>Manager, SMB Accounts</u>

IN WITNESS OF WHICH I have set my hand as Secretary (or other duly authorized officer) of the Corporation on this 29th day of October, 2024.

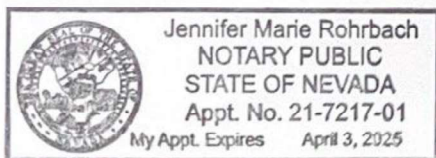
Colin J. Polacek
Signature

State of Nevada}

County of Clark}

This instrument was acknowledged before me on October 29, 2024 by Colin Polacek as Corporate Secretary of U.S. TelePacific Corp. dba TPx Communications.

Seal



Jennifer Marie Rohrbach
(Signature of notarial officer)

My Commission Expires: April 3, 2025