

This Frontier Services Agreement ("FSA") is effective as of July, 1, 2024, by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and County of San Bernardino, with a location at 670 E Gilbert Street, San Bernardino, CA 92415-0915 ("Customer").

## **1. Provision of Services and Equipment**

a. Frontier will provide and the Customer agrees to pay for the communications, installation, and maintenance services (collectively "Service"), and/or purchase or lease equipment ("Equipment"), described in this FSA and Schedules executed by Customer.

b. Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FSA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this FSA shall control.

c. Frontier will provide, maintain, and repair the Frontier owned facilities and equipment used to provide the Services ("Frontier's Network"), up to and including the point at which Frontier's Network is made available for interconnection to Customer's premises equipment or inside wiring. Customer shall provide Frontier reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing, or removing any Frontier Network components, including obtaining approvals, permits or licenses from third parties as necessary. Customer will cooperate in good faith and provide all reasonable information and authorizations required by Frontier for the purpose of installing Services and/or Equipment, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services and Letters of Agency allowing Frontier to act on the Customer's behalf related to the Services and auxiliary third party services.

d. Only authorized agents and representatives of Frontier may perform maintenance work with respect to Frontier's Network. Any repair, alteration, configuration or servicing of Frontier's Network, Services or Equipment by Customer or third parties without the written consent of Frontier is a material breach of this FSA and cause for termination at Frontier's option.

e. If Frontier is unable to commence performance hereunder due to circumstances within Customer's control, any related costs incurred by Frontier, including but not limited to travel at normal rate and overtime labor rate expenses, will be reimbursed by Customer. Customer will reimburse Frontier for all costs incurred for installation, maintenance and repair if: (i) Frontier's Network is altered, maintained or repaired by any party other than Frontier, without Frontier's prior written consent, (ii) the malfunction of the Service or Equipment is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than Frontier (including use in conjunction with equipment electrically or mechanically incompatible); or (iii) if the problem originated from a source unrelated to Frontier's Network.

f. Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of Frontier's Network in accordance with manufacturer's documentation and Frontier's installation standards, more fully described in the applicable Schedule; and (ii) a well-lit and safe working area that complies with all local safety standards and regulations.

g. The Services or Equipment may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and as may be agreed to by Frontier, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to Frontier's Network or to the network of an underlying carrier or service.

h. Customer is responsible for all charges billed by other carriers or third parties. Frontier shall not be responsible for the installation, operation,

repair or maintenance or performance of equipment, facilities, software or service not provided directly by Frontier. Customer is responsible to provide equipment compatible with the Service or Equipment and Frontier's Network, and any wiring required to extend a communications termination and/or demarcation at the Customer premises. Customer will provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes, and Frontier's installation standards.

i. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and Equipment. Customer is solely responsible for (a) ensuring that all of Customer's data is adequately secured, documented and backed-up at all times and (b) reimbursing Frontier for costs incurred by Frontier related thereto. Frontier and its contractors are not responsible or liable for data loss and/or unauthorized or fraudulent use of Customer Services or Equipment for any reason and Customer agrees to reimburse Frontier for costs incurred by Frontier related thereto.

j. Frontier will manage the Frontier Network in Frontier's sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services or provisioning the Equipment. Frontier will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for emergency maintenance to Frontier's Network without notice to Customer. Customer shall designate a primary contact for receipt of such notice.

k. Customer represents and warrants that its use of the Service and Equipment will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this FSA and Customer will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use.

l. Except as expressly identified in a Schedule, Customer and its employees shall be the only permitted end-user of the Services and leased Equipment. Customer shall not resell or bundle the Services or leased Equipment, nor permit any third party to access the Services or leased Equipment in exchange for compensation of any kind.

## **2. Term**

The term of this FSA will commence on July 1, 2024 (the "Effective Date") and expire on June 30, 2029 ("FSA Term"), unless terminated earlier in accordance with the terms of this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "Service Term"). Unless otherwise stated in the Schedule, the Service Term and billing for the Service, will begin upon the earlier of (i) Customer's use of the applicable Service(s) or Equipment or (ii) five (5) days following Frontier's installation of such Service(s) or Equipment, and such date is deemed the commencement of the applicable Service Term. All Service terms will automatically be coterminous with the expiration or termination of this FSA.

## **3. Payment**

a. Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any

non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges. Frontier shall provide Customer with itemized monthly invoices, in arrears, and in a format acceptable to Customer for Services performed under this FSA within twenty (20) days of the end of the previous month. Costs for Services shall be incurred during the FSA Term except as approved by Customer. Frontier shall not use current year funds to pay prior or future year obligations.

b. In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated including but not limited to Primary Interexchange Carrier Charge, Federal Pre-Subscribed Line Charge, Carrier Cost Recovery Surcharge, E-911, and Universal Service and Local Number Portability, in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment and/or unauthorized or fraudulent use thereof due to Customer's conduct. Customer is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Frontier or on any taxes levied on employee wages. Customer shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to Customer under Schedules issued pursuant to this FSA. The maximum amount of payment under this FSA shall be subject to availability of funds to Customer. The consideration to be paid to Frontier, as provided herein, shall be in full payment for all of Frontier's Equipment and Services incurred in the performance hereof.

c. Customer shall make payment to Frontier within forty-five (45) working days after receipt of invoice or the resolution of any billing dispute. Frontier shall accept all payments from Customer via electronic funds transfer (EFT) directly deposited into the Frontier's designated checking or other bank account. Frontier shall promptly comply with directions and accurately complete forms provided by Customer required to process EFT payments. In the event Customer disputes any invoiced amount, Customer will pay all charges not disputed, and notify Frontier of the dispute in writing, providing an explanation of the basis for the dispute. If Frontier does not receive notice of a payment dispute by Customer within ninety (90) calendar days after the date of an invoice, such invoice will be final and not subject to further challenge. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days. Frontier reserves the right to immediately suspend or terminate any or all Services or the installation or lease of any or all Equipment if Customer is overdue more than thirty (30) days for payments that have not been disputed in good faith.

#### **4. Cancellation and Early Termination Charges**

a. If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation, including but not limited to any Equipment restocking fees.

b. Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts incurred up to the date of termination shall be due upon termination of any Service identified in a Schedule for any reason.

c. Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this Section are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

#### **5. Limitation of Liability and Warranty Provisions**

a. The liability of Frontier and its affiliates related to this FSA or the Service or Equipment provided under this FSA, shall in no event exceed the limitations of liability set forth in the applicable tariffs, or regulatory rule or order. If there is no applicable tariff, regulatory rule or order, the total amount paid for the applicable Service or Equipment during the prior 12 months. In cases of an Outage, Frontier's liability shall be limited to 1/720 of the MRC for

each hour after Frontier is notified of the Outage. An "Outage" is an interruption in Service or use of the Equipment caused by a failure of Frontier's Network, excluding degradation or disruption due to planned or emergency maintenance or an event outside Frontier's direct control. Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services or Equipment caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services or Equipment, or for interruptions of Services or Equipment, except as expressly set forth herein. The foregoing limitations do not apply to claims arising from Frontier's indemnity obligations, gross negligence or willful misconduct.

b. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, LOSS OF USE, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER OR THIRD PARTIES RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO DAMAGE, LOSS OR LOSS OF USE OF CUSTOMER DATA OR FRAUD BY THIRD PARTIES.

c. Frontier warrants that Frontier's Network will be maintained in good working order. If any Service does not function substantially in accordance with applicable Service specifications as a result of Frontier's failure to maintain Frontier's Network (excluding degradation related to the acts or omissions of Customer or anyone using the Services, a force majeure event, or scheduled maintenance), Frontier's sole obligation is to repair the affected Service at Frontier's expense. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO FRONTIER'S NETWORK, SERVICES OR EQUIPMENT PROVIDED PURSUANT TO THESE TERMS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. FRONTIER DOES NOT WARRANT THAT THE SERVICES OR EQUIPMENT OR ACCESS OR OPERATION OF THE SERVICES OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

d. This FSA shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of Frontier's Services and/or the Equipment provided under this FSA will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

e. Customer agrees that the Services and Equipment, and Frontier's performance hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

f. No action, regardless of form, arising out of this FSA or the Schedules may be brought more than two (2) years after the cause of action has arisen or charges have been billed whichever is earlier. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under applicable law.

#### **6. Indemnification**

a. Frontier agrees to indemnify, defend (with counsel reasonably approved by Customer) and hold harmless Customer and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this FSA from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by Customer on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. Frontier's indemnification obligation applies to Customer's "active" as well as "passive" negligence but does not apply to Customer's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

b. Frontier will indemnify, defend, and hold harmless Customer and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any Equipment or Services. If a credible claim is made or threatened, including without limitation the filing of a lawsuit against Customer, or Customer receives a demand or notice claiming actual or potential infringement or misappropriation of any Intellectual Property Rights, Customer will use reasonable efforts to notify Frontier promptly of such lawsuit, claim or election. However, Customer's failure to provide or delay in providing such notice will relieve Frontier of its obligations only if and to the extent that such delay or failure materially prejudices Frontier's ability to defend such lawsuit or claim. Customer will give Frontier sole control of the defense (with counsel reasonably acceptable to Customer) and settlement of such claim; provided that Frontier may not settle the claim or suit absent the written consent of Customer unless such settlement (a) includes a release of all claims pending against Customer, (b) contains no admission of liability or wrongdoing by Customer, and (c) imposes no obligations upon Customer other than an obligation to stop using the Equipment or Services that are the subject of the claim. In the event that Frontier fails to or elects not to defend Customer against any claim for which Customer is entitled to indemnity by Frontier, then Frontier shall reimburse Customer for all reasonable attorneys' fees and expenses within thirty (30) days from date of invoice or debit memo from Customer. After thirty (30) days, Customer will be entitled to deduct any unpaid invoice or debit memo amount from any amounts owed by Customer to Frontier. This shall not apply to any judgment or settlement amount, which amounts Customer shall be entitled to notify, invoice or debit Frontier's account at any time; and Customer, at its sole discretion, may settle the claim or suit.

c. If, in Frontier's opinion, any Equipment or Services become, or are likely to become, the subject of a claim of infringement of Intellectual Property Rights, Frontier may, at its option: (i) procure for Customer the right to continue using the Equipment or receiving the Services; (ii) replace or modify the Equipment or Services to be non-infringing, without incurring a material diminution in performance or function; or (iii) if neither of the foregoing is feasible, in the reasonable judgment of Frontier, Customer shall cease use of the Equipment or Services upon written notice from Frontier, and Frontier shall provide Customer with a pro-rata refund of the unearned fees paid by Customer to Frontier for such Equipment or Services.

d. Frontier shall not have any liability for any claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out of or relating to any claim, action or proceeding brought by any third party based upon: (i) Customer's breach of this Agreement; (ii) Customer's negligence or willful misconduct in the performance of its obligations under this Agreement; (iii) use of the Equipment or Services by third parties, including employees, contractors or agents; (iv) any infringement or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or any other person's use of the Equipment or Services or content transmitted to or from the Customer's location using the Equipment or Service (v) any bodily injury (including illness or death) or property damage caused by the Customer or associated with the Equipment or Service; or (vi) Customer's failure to maintain an adequate and safe environment free from any liens, or permitting unauthorized repairs.

## **7. Confidentiality**

a. Customer and Frontier may disclose to each other information that is confidential in nature. In order to receive confidential treatment, all such information (hereafter "Information") shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the Information or the circumstances of disclosure, to be confidential or proprietary to the discloser. Except as required by law or regulation, Customer and Frontier agree not to disclose any Information to any third party and to keep Information in a secure place available only to employees, affiliates, contractors or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, and who need to know the Information for purposes of the business dealing between Customer and Frontier, and to use Information only in connection with such business dealings. This Section is enforceable by injunction.

b. Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of five (5) years from delivery of each item of Information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier.

c. No news releases, advertisements, public announcements or photographs arising out of this FSA or Frontier's relationship with Customer may be made or used without prior written approval of Customer.

## **8. Breach**

a. **Breach by Customer:** If Customer fails to make any payment when due and such failure continues for ten (10) business days after written notice, or Customer fails to comply with any other term or condition of this FSA or any Schedule and such failure continues for thirty (30) days after written notice, then Frontier may either suspend the applicable Schedule (or any portion thereof) until the breach is remedied, terminate the applicable Schedule (or any portion thereof), or terminate this FSA and all Schedules. Notwithstanding the foregoing, Frontier may immediately suspend Services and, after giving written notice to Customer with an opportunity to respond appropriate to the circumstances and Customer's failure to respond, Frontier may terminate any or all Services, retrieve Frontier Network elements from the service location and Equipment for which title has not transferred to Customer, in the following circumstances: (i) in the event of unauthorized, unlawful or improper use or abuse of the Frontier Network or Service; (ii) if, in the reasonable judgment of Frontier, Customer's use of the Frontier Network or Service has or will damage or have an adverse effect on Frontier's Network, its personnel, property or service; (iii) such action is necessary to meet the exigencies of an emergency; or (iv) a court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Equipment or Services to Customer.

b. **Breach by Frontier:** If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of written notice from Customer of such breach (providing reasonable detail), Customer may terminate the Service which is the subject of such breach. This is Customer's exclusive remedy for a breach by Frontier.

## **9. Force Majeure**

In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; terrorism; cyber security events; labor disputes or shortages; and inability to obtain material, power, equipment or transportation. When Frontier has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this FSA or any Schedule, Frontier shall, where possible, within twenty-four (24) hours, give written notice thereof to Customer, including all relevant information with respect thereto. If any such condition lasts for more than sixty (60) days and such condition or situation constitutes a material breach hereunder, Customer may terminate any or all of the affected Schedule(s) without liability.

## **10. Assignment**

This FSA may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign this FSA to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with Frontier, provided that Frontier provides Customer with ten (10) days' prior written notice of such assignment, and Customer has the right to terminate this FSA and all Schedules, if required by applicable law. Frontier may subcontract portions of the work to be performed hereunder to provision the Services or Equipment. This FSA, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this FSA.

## **11. Work Site Conditions**

a. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work pursuant to this FSA, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the charges identified in the related Schedule, based on any increase or decrease in costs incurred by Frontier.

b. Customer agrees to release, indemnify, defend and hold harmless Frontier from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the Customer's premises or location where Services or Equipment will be installed; provided that was not the source of any such materials at Customer's premises or location.

## **12. Title and Risk of Loss**

a. Risk of loss or damage for Frontier Network elements installed at a Customer designated service location shall pass to Customer at time of delivery to Customer.

b. Any Frontier Network elements or Equipment installed at Customer's premises or location where Services or Equipment will be installed (which is leased or for which title has not transferred to Customer) remain the personal property of Frontier or Frontier's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this FSA or any Schedule (in whole or in part), all Frontier property shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event Frontier property is not returned to Frontier in accordance with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value of the Frontier property, except to the extent such failure is caused by the negligence or willful misconduct of Frontier or its agents.

## **13. Competition**

Customer recognizes the availability of competitive alternatives for receiving the Services and Equipment provided under this FSA, and has freely elected to enter into this FSA in order to receive the benefits it offers. This is not an exclusive contract. Customer reserves the right to enter into contracts with other providers for the same or similar services. Customer does not guarantee or represent that Frontier will be permitted to perform any minimum amount of work, or receive compensation other than on a per Schedule basis, under the terms of this FSA.

## **14. Government Regulation**

To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, this FSA shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder or the benefits provided by this FSA. If provision of any Service pursuant to this FSA is subject to advance approval of the FCC and/or any state public utilities commission, this FSA shall not become effective with respect to such Service until after receipt by Frontier of written notice of such approval.

## **15. Governing Law**

This FSA shall be governed by and construed according to the laws of the State of California. The parties acknowledge and agree that this FSA was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this

FSA will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this FSA is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

## **16. No Waiver**

Failure by a party to insist upon the strict performance of any of the provisions of this FSA by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this FSA thereafter.

## **17. Severability**

The parties' actions under this FSA shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this FSA are specifically made severable. If a provision of the FSA is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

## **18. Notice**

All notices provided pursuant to this FSA will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice if sent overnight mail, or three (3) days after mailing if by regular mail to the address of the party designated to receive such notice.

## **19. Independent Relationship**

Nothing contained in this FSA shall be construed as creating a joint venture, partnership, or employment arrangement between the parties hereto, nor shall either party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other party hereto. In the performance of this FSA, Frontier, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of Customer.

## **20. Dispute Resolution**

Except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

## **21. Authorization and Entire Agreement**

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA, Attachment 1, which is fully incorporated herein by this reference, and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document or email (whether signed by one or both parties) shall be construed solely as evidence of Customer's internal business processes, and the terms and conditions contained thereon shall be void and of no effect or application toward this FSA.

**ATTACHMENT 1**  
**to**  
**FRONTIER SERVICES AGREEMENT**  
**ADDITIONAL TERMS**

**1. Background Checks for Frontier Personnel**

Frontier shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (d) do not use legal or illegal substances in any manner which will impact their ability to provide Services to Customer; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by Customer and not in violation of applicable law, Frontier shall conduct a background check, at Frontier's sole expense, on all its personnel providing Services, at Customer's premises. If requested by Customer, Frontier shall provide the results (or confirm/certify same to Customer) of the background check of each individual to verify that the individual meets Frontier's standard for employment. Such background check shall be in the form generally used by Frontier in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period or within such normal period as conducted in Frontier's normal and customary operations. Frontier personnel who do not meet Customer's hiring criteria, in Customer's sole discretion, shall not be assigned to work on Customer property or Services, and Customer shall have the right, at its sole option, to refuse access to any Frontier personnel to any Customer facility.

**2. Compliance with Customer Policies**

a. In performing the Services and while at any Customer facilities, Frontier personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of Customer regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of Customer; and (d) abide by all laws applicable to Customer facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "Customer Policies"). Customer Policies, and additions or modifications thereto, may be communicated orally or in writing to Frontier or Frontier personnel or may be made available to Frontier or Frontier personnel by conspicuous posting at Customer's facility, electronic posting, or other means generally used by Customer to disseminate such information to its employees or contractors. Frontier shall be responsible for the promulgation and distribution of Customer Policies to Frontier personnel to the extent necessary and appropriate.

b. Customer shall have the right to require Frontier's employees, agents, representatives and subcontractors to exhibit identification credentials issued by Customer in order to exercise any right of access under this FSA.

**3. Primary Point of Contact**

Frontier will designate an individual to serve as the primary point of contact for the FSA. Frontier, or its designee, must respond to Customer inquiries within two (2) business days. Frontier shall not change the primary contact without written notification and acceptance of Customer. Frontier will also designate a back-up point of contact in the event the primary contact is not available.

**4. Customer Representative**

Customer's Chief Information Officer, or his/her designee, shall represent Customer in all matters pertaining to the services to be rendered under this FSA, including termination and assignment of this FSA, and shall be the final authority in all matters pertaining to the Services by Frontier. If this FSA was

initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this FSA.

**5. Damage to Customer Property**

a. Frontier shall repair, or cause to be repaired, at its own cost, all damages to Customer vehicles, facilities, buildings, or grounds caused by the willful or negligent acts of Frontier or its employees or agents. Such repairs shall be made immediately after Frontier becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

b. If Frontier fails to make timely repairs, Customer may make any necessary repairs. Frontier, as determined by Customer, shall repay all costs incurred by Customer for such repairs, by cash payment upon demand, or Customer may deduct such costs from any amounts due to Frontier from Customer, as determined at Customer's sole discretion.

**6. Debarment and Suspension**

Frontier certifies that neither it nor its principals or subcontracts is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Frontier further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

**7. Drug and Alcohol Free Workplace**

a. In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this FSA, Frontier agrees that its employees, while performing service for Customer, on Customer property, or while using Customer equipment:

(i) Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

(ii) Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

(iii) Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Frontier's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

b. Frontier shall inform all employees that are performing Service for Customer on Customer property, or using Customer equipment, of Customer's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for Customer.

c. Customer may terminate for default or breach of this FSA and any other contract Frontier has with Customer, if Frontier or Frontier's employees are determined by Customer not to be in compliance with above.

**8. Employment Discrimination**

During the term of the FSA, Frontier shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status.

Frontier shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

#### **9. Environmental Requirements**

a. In accordance with Customer Policy, Customer prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. Customer requires Frontier to use recycled paper for any printed or photocopied material created as a result of this FSA. Frontier is also required to use both sides of paper sheets for reports submitted to Customer whenever practicable.

b. To assist Customer in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Frontier must be able to annually report Customer's environmentally preferable purchases. Frontier must also be able to report on environmentally preferable goods and materials used in the provision of their service to Customer, utilizing a Customer- approved form.

#### **10. Improper Influence**

Frontier shall make all reasonable efforts to ensure that no Customer officer or employee, whose position enables him/her to influence any award of this FSA or any competing offer, shall have any direct or indirect financial interest resulting from the award of the FSA or shall have any relationship to Frontier or any officer or employee of Frontier.

#### **11. Improper Consideration**

a. Frontier shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of Customer in an attempt to secure favorable treatment regarding this FSA.

b. Customer, by written notice, may immediately terminate this FSA if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of Customer with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Frontier shall immediately report any attempt by a Customer officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Frontier. The report shall be made to the supervisor or manager charged with supervision of the employee or Customer's Administrative Office. In the event of a termination under this provision, Customer is entitled to pursue any available legal remedies.

#### **12. Licenses, Permits and/or Certifications**

Frontier shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. Frontier shall maintain these licenses, permits, and/or certifications in effect for the duration of this FSA. Frontier will notify Customer immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this FSA.

#### **13. Material Misstatement/Misrepresentation**

If during the course of the administration of this FSA, Customer determines that Frontier has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to Customer, this FSA may be immediately terminated. If this FSA is terminated according to this provision, Customer is entitled to pursue any available legal remedies.

#### **14. Mutual Covenants**

The parties to this FSA mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

#### **15. Air, Water Pollution Control, Safety and Health**

Frontier shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this FSA.

#### **16. Records**

a. Frontier shall maintain all records and books pertaining to the delivery of services under this FSA and demonstrate accountability for performance. All records shall be complete and current and comply with all requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of this FSA.

b. All records relating to Frontier's personnel, contractors, subcontractors, Service and expenses pertaining to this FSA shall be kept in generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue, and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountability.

c. All records pertaining to Services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by Customer representatives for a period of three years after final payment under the FSA or any Schedule thereto, or until all pending County, State and Federal audits are completed, whichever is later.

#### **17. Subcontracting**

Frontier agrees not to enter into any subcontracting agreements for work contemplated under this FSA.

#### **18. Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Equipment or Services provided under this FSA is served upon Frontier or Customer, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Frontier and Customer further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Frontier for Customer.

#### **19. Conflict of Interest**

Frontier shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and Customer. Frontier shall make a reasonable effort to prevent employees, Frontier, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event Customer determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by Customer and such conflict may constitute grounds for termination of this FSA. This provision shall not be construed to prohibit employment of persons with whom Frontier's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

#### **20. Former County Administrative Officials**

Frontier agrees to provide, or has already provided information to the extent within Frontier's records kept in the ordinary course of Frontier's business, on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Frontier. The information provided includes a list of former County of San Bernardino administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Frontier. For purposes of this provision, "County administrative official" is defined as a member of the San Bernardino County Board of Supervisors or such officer's staff, San Bernardino County Executive Officer or member of such officer's staff, San Bernardino County department or group head, assistant department or group head, or any employee in the San Bernardino County Exempt Group, Management Unit or Safety Management Unit.

## **21. Disclosure of Criminal and Civil Procedures**

a. Customer reserves the right to request the information described herein from Frontier. Failure to provide the information may result in a termination of the FSA. Customer also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. Frontier also may be requested to provide information to clarify initial responses. Negative information discovered may result in termination of this FSA.

b. Frontier is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, Frontier will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

c. In addition, Frontier is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, Frontier will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

d. For purposes of this provision "key employees" includes any individuals providing Service to Customer. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

## **22. Right to Monitor and Audit**

a. The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Frontier in the delivery of services provided under this FSA. Frontier shall give full cooperation, in any auditing or monitoring conducted. Frontier shall cooperate with Customer in the implementation, monitoring, and evaluation of this FSA and comply with any and all reporting requirements established by the Customer. Frontier shall repay to Customer within thirty (30) days of receipt of audit findings any reimbursements made by Customer to Frontier that are determined by subsequent audit to be unallowable pursuant to the terms of this FSA or by law.

b. In the event Customer determines that Frontier's performance of its duties or other terms of this FSA are deficient in any manner and would otherwise constitute a material default by Frontier, Customer will notify Frontier of such deficiency in writing or orally, provided written confirmation

is given five (5) days thereafter. Frontier shall remedy any deficiency within forty-eight (48) hours of such notification, or Customer at its option, may terminate this FSA immediately upon written notice, or remedy deficiency and off-set the cost thereof from any amounts due Frontier under this FSA or otherwise.

## **23. Correction of Performance Deficiencies**

a. In the event of a problem or potential problem that could materially impact the quality or quantity of work, services, or the level of performance under this FSA, Frontier shall notify Customer within one (1) working day, in writing and by telephone.

b. Failure by Frontier to comply with any of the material provisions, covenants, requirements or conditions of this FSA shall be a material breach of this FSA.

c. Customer will provide Frontier with written notice of breach and Frontier will have thirty (30) days from the date of the notice to cure the breach. During the notice period, Frontier's Primary Contact and Customer's Representative shall attempt in good faith to promptly resolve any dispute, controversy or claim arising out of this FSA. If these representatives are unable to resolve a dispute, controversy or claim with ten days after the initial request for a meeting, then the dispute shall be submitted to an executive-level performance review.

d. If the Frontier Primary Contact and Customer Representative are not successful in resolving the dispute, negotiations shall be conducted by the Chief Executive Office, or designee and the highest level executive for Frontier. If these representatives are unable to resolve the dispute within ten (10) days after the representative have commenced negotiations, or 20 days have passed since the initial request for negotiations at this level, the parties may agree in writing to submit the dispute to mediation.

e. In the event of a non-cured breach, Customer may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this FSA:

(i) Afford Frontier thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of Customer;

(ii) Withhold funds pending duration of the breach;

(iii) Discontinue reimbursement to Frontier for and during the period in which Frontier is in breach, which reimbursement shall not be entitled to later recovery;

(iv) Offset against any monies billed by Frontier but yet unpaid by Customer; and/or

(v) Terminate this FSA immediately and be relieved of the payment of any consideration to Frontier. In the event of such termination, Customer may proceed with the work in any manner deemed proper by Customer.

f. Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the FSA is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

## **24. Insurance Specifications**

a. Frontier agrees to provide insurance set forth in accordance with the requirements herein. If Frontier uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Frontier agrees to amend, supplement or endorse the existing coverage to do so.

b. Without in anyway affecting the indemnity herein provided and in addition thereto, Frontier shall secure and maintain throughout the FSA term the following types of insurance with limits as shown:

(i) Workers' Compensation/Employer's Liability

A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all Frontier's employees under this FSA. If Frontier has no employees, it may certify or warrant to Customer that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by Customer's Director of Risk Management.

(ii) Commercial/General Liability Insurance

Frontier shall carry General Liability Insurance covering all operations performed by or on behalf of Frontier providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (1) Premises operations and mobile equipment.
- (2) Products and completed operations.
- (3) Property damage.
- (4) Explosion, collapse and underground hazards.
- (5) Personal and advertising injury.
- (6) Contractual liability.
- (7) \$2,000,000 general aggregate limit.

(iii) Automobile Liability Insurance

Primary insurance coverage shall be at least as broad as the current ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If Frontier owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

(iv) Umbrella or Excess Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella or excess liability policy shall apply to bodily injury/property damage, personal injury/advertising injury and automobile liability.

(v) Professional Liability

Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Services. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of three (3) years after Service completion.

(vi) Cyber Liability Insurance

Cyber Liability Insurance with limits of no less than an aggregate of \$5,000,000 covering security and privacy liability, privacy breach response costs, privacy regulatory defense and penalties, and cyber extortion and terrorism.

c. Additional Insured. All policies, except for the Worker's Compensation, Errors and Omissions, and Professional Liability (inclusive of Cyber) policies shall contain additional endorsements naming San Bernardino County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of

services hereunder. Such commercial general liability additional insured coverage shall be at least as broad as Additional Insured endorsement forms ISO, CG 2010 and CG2037.

d. Waiver of Subrogation Rights. Frontier shall require the carriers of the above-required commercial general liability, automobile liability, and workers' compensation coverages to waive all rights of subrogation against Customer, its officers, employees, agents, and volunteers. Frontier hereby waives all rights of subrogation against Customer.

e. Policies Primary and Non-Contributory. All policies required herein, which include San Bernardino County as additional insured, are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Customer.

f. Severability of Interests. Frontier agrees to ensure that coverage provided to meet these requirements is applicable separately to each.

g. insured, except with respect to the limits of insurance, and there will be no cross-liability exclusions that preclude coverage for suits between Frontier and Customer or between Customer and any other insured or additional insured under the policy.

h. Proof of Coverage. Frontier shall furnish Certificates of Insurance to Customer's Information Systems Department evidencing the insurance coverage at the time the FSA is executed, additional endorsements, as required shall be provided prior to the commencement of performance of Services hereunder, and Frontier shall maintain such insurance from the time Frontier commences performance of Services hereunder until the completion of such Services. Within fifteen (15) days of the commencement of this FSA, Frontier shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request. Frontier or its insurance carrier(s) shall provide Department with thirty (30) days' prior written notice of cancellation of required policies.

i. Acceptability of Insurance Carrier. Unless otherwise approved by Customer's Risk Management Director, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

j. Deductibles and Self-Insured Retention. Any and all deductibles or self-insured retentions or other similar obligations under the policies identified under this Section shall be the sole responsibility of Frontier.

k. Failure to Procure Coverage. In the event that any policy of insurance required under this FSA does not comply with the requirements, is not procured, or is canceled and not replaced within thirty (30) days after receipt of written notice from Customer, Customer has the right but not the obligation or duty to cancel the FSA or obtain insurance if it deems necessary and any premiums paid by Customer will be promptly reimbursed by Frontier or Customer payments to Frontier will be reduced to pay for Customer purchased insurance.

l. Insurance Review. Insurance requirements are subject to periodic review by Customer. Customer's Director of Risk Management, or designee, is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever the Director of Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of Customer. In addition, if the Director of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Customer, inflation, or any other item reasonably related to Customer's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this FSA. Frontier agrees to execute any such amendment within thirty (30) days of receipt of written notice from Customer.

m. Any failure, actual or alleged, on the part of Customer to monitor or enforce compliance with any of the insurance and indemnification

requirements will not be deemed as a waiver of any rights on the part of Customer.

## **25. Attorneys' Fees**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

## **26. Campaign Contribution Disclosure (SB 1439)**

Contractor has disclosed to the County using Attachment A, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Purchasing Department. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

## **27. Electronic Signatures**

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.



Business Solutions for **California, Texas and Florida**  
**Voice & Internet Service Schedule**  
Frontier Confidential

This is Schedule Number **S-0000212371** to the Frontier Services Agreement and Attachment 1 dated **July 1, 2024 ("FSA")** by and between **County of San Bernardino** ("Customer") and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

**Primary Service Location:** 670 E. Gilbert St., San Bernardino, CA 92405  
**Schedule Type/Purpose:** Renew Existing Services/Order New Services

**Schedule Date:** July 1, 2024  
**Service Term Voice:** Select  
**Service Term Broadband:** 60 Months

**\*Attachment 2 : Master Service Price List**  
is incorporated and made a part of this  
Schedule.\*

Voice		Qty	MRC (x Qty)
Freedom for Business	Line Type: select	0	\$
Solutions for Business Basic	Single Line, Unlimited	0	\$
Solutions for Business Two Line Bundle	1 Primary Line, Unlimited select Second Line, Local** select	0	\$
Solutions for Business Multi-line Bundle	1 Primary Line, Unlimited select 0 Additional Line(s), Unlimited select 0 Additional Line(s), Local** select	0	\$
Voice Total:			\$
Voice Features			
Included features for Custopak services: Call Hold, Call Transfer, Distinctive Ring, Intercom, and Consultation Hold services.			
<b>** Solutions for Business Bundles – Local line does <u>not</u> include Voicemail, Caller ID and unlimited Nationwide long distance calling.</b>			
Standard Features for all Single Line & Custopak Services:			
<input type="checkbox"/> Call Forward <input type="checkbox"/> Call Waiting/Cancel CW <input type="checkbox"/> Caller ID <input type="checkbox"/> 3-way Calling <input type="checkbox"/> Standard Voicemail			
Additional Custopak Selectable Features:			
<input type="checkbox"/> Call Pick-up <input type="checkbox"/> Hunting <input type="checkbox"/> Speed Dial (6/8) <input type="checkbox"/> 900/976/700 Block <input type="checkbox"/> Direct Dial Toll Block <input type="checkbox"/> International Call Block			
High Speed Internet		Qty	MRC (x Qty)
High Speed Internet 768k-1M/384k	<input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
High Speed Internet Enhanced 1.1-3M/768k	<input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
High Speed Internet Enhanced 3.1-5M/768k	<input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
High Speed Internet Enhanced 5.1-7M/768k	<input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
High Speed Internet Focus 9M	<input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
High Speed Internet Enhanced 7.1M-15M/1M	<input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
High Speed Internet Ultra 12M/1-1.5M	<input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
High Speed Internet Plus 18M/1-1.5M	<input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
High Speed Internet Elite 25M/1-3M	<input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
High Speed Internet Power 45M/6M	<input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
High Speed Simply Extreme 90M/8M	<input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
High Speed Simply Internet Velocity 115M/12M	<input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
HSI Static IP Block (5 usable IPs)		0	\$
HSI Static IP Block (13 usable IPs)		0	\$
HSI Static IP Block (29 usable IPs)		0	\$
FiOS Internet		Qty	MRC (x Qty)
FiOS Internet 25M/25M	<input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
FiOS Internet 50M/50M	<input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
FiOS Internet 75M/75M	<input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
FiOS Internet 100M/100M	<input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
FiOS Internet 150M/150M	<input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
FiOS Internet 300M/300M	<input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
FiOS Internet 500M/500M	<input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$
FiOS Internet 1G/1G	<input type="checkbox"/> Static IP <input type="checkbox"/> Simply	0	\$

FiOS Static IP Block (5 usable IPs)		0	\$	
FiOS Static IP Block (13 usable IPs)		0	\$	
FiOS Static IP Block (29 usable IPs)		0	\$	
FiOS Static IP Block (61 usable IPs)		0	\$	
Internet Total:			\$	
Installation/Activation Services			NRC	
Voice Installation Fee			\$	
Internet Installation/Activation Fee			\$	
Installation/Activation Services Total:			\$	
Equipment and Installation/Activation Services	Qty	NRC	MRC (x Qty)	MRC (x Qty)
Router: Select	0	\$	\$	\$
Equipment Total:		\$	\$	\$

**Voice Service Description:**

- Unlimited calling includes direct dialed local, local toll, and nationwide long distance throughout the U.S. and U.S. territories.
- Unlimited calling does not include calls to Canada, domestic or Canadian inbound toll-free usage, other international calling, directory assistance, or information service calls.
- Freedom for Business and Solutions for Business are available only for customers with a maximum of thirty (30) business lines and are not available with Centrex lines other than Custopak, foreign exchange or foreign Central Offices, public or semi-public telephone service or PBX trunks.
- Long Distance minutes are only available on line(s) for commercial outbound long distance voice usage. Customers with usage inconsistent with normal commercial applications and usage patterns may be converted to an alternative voice service with charges for local and long distance calling.

**Additional Terms and Conditions:**

- **Internet.** All internet speeds referenced are “up to” available speeds. Actual speeds may vary and are dependent on various issues such as network requirements, customer location and equipment. A \$9.99 processing fee will apply upon disconnection of Internet Service.
- Internet Acceptable Use Policy and Security.
  - Customer shall comply, and shall cause all Service users to comply, with Frontier’s Acceptable Use Policy (“AUP”), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: [http://www.frontier.com/policies/commercial\\_aup/](http://www.frontier.com/policies/commercial_aup/)
  - Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA.
  - Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer’s systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer’s accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer’s or third parties’ usage of Frontier Internet access through Customer’s hardware or software.
- Equipment.
  - Customer will execute a certificate of acceptance (“COA”) upon Frontier’s completion of installation activities, or the Equipment will be deemed accepted five (5) days following Frontier’s completion of installation activities if Customer has not notified Frontier of a material problem related to such Equipment or the Installation Services identified in the SOW (“Acceptance”). Customer will sign the COA if Customer has beneficial use of the Equipment. If there are minor pending items, the COA will be signed with a list of exceptions (punch list), and Frontier will follow up on the punch listed items in a timely manner following the Acceptance.

- Customer acknowledges and agrees that the Equipment and Services provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors, and **all applicable licenses are subject to the manufacturer's end user license terms and conditions.**
- Frontier retains title to leased Equipment. Frontier retains title to purchased Equipment until the NRC identified above is paid in full, and Customer grants a security interest in the purchased Equipment to Frontier, pending full payment, and shall take all additional measures necessary to perfect such security interest at Frontier's request.
- Equipment is warranted pursuant to the applicable manufacturer's standard warranty provisions, as outlined in the documentation packaged with the Equipment. This Schedule shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier or the third party manufacturers. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of the Equipment will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR**
- **FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION, TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.**
- The Equipment may contain certain software code that is developed by third parties, including software code subject to the GNU General Public License ("GPL") or GNU Less General Public License ("LGPL"). Copies of the licenses and a downloadable copy of the source code for the open source software that is used in this product are available on the following website: <https://frontier.com/helpcenter/categories/internet/other-services/open-source-software-portal>. You may also obtain a copy of the source code used in this product via mail-in request, for a period of three years after initial date of product purchase. Mail-in requests must be sent to the following address and include the product name, a money order for \$10 payable to Frontier, and your return name and address to: Frontier Communications, Attn: Legal, Open Source Requests, 401 Merritt 7, Norwalk, CT 06851. **ALL OPEN SOURCE SOFTWARE IS DISTRIBUTED WITHOUT ANY WARRANTY.** All such software is subject to the copyrights of the authors and to the terms of the applicable licenses included in the download.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services and described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

This is Schedule Number S-0000212373 to the Frontier Services Agreement and Attachment 1 dated July 1, 2024 ("FSA") by and between County of San Bernardino ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: 670 E. Gilbert St., San Bernardino, CA 92405  
Schedule Type/Purpose: Renew Existing Services/Order New Services

Schedule Date: July 1, 2024  
Service Term: 60 months

\*Attachment 2: Master Service Price List is incorporated and made a part of this Schedule.\*

Service Summary	NRC	MRC
Ethernet Access Circuit(s) (details in Table 1)	\$	\$
Static Block(s) (*NRC waived on Renewal; details in Table 2)	\$	\$
Special Construction	\$	\$
<b>Total:</b>	<b>\$</b>	<b>\$</b>

Table 1: Ethernet Access Circuit					
Service Location	Service Address, and NPA NXX:	Service		Charges	
				NRC	MRC
A	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
B	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
C	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
D	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
E	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
<b>Subtotal:</b>				<b>\$</b>	<b>\$</b>

Table 2: IP Addresses		
Static Block (*NRC waived on Renewal)	NRC	MRC
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
Service Location (from Table 1): select	Select	
<b>Subtotal:</b>	<b>\$</b>	<b>\$</b>

### 1. Service Description.

a. **Ethernet Internet Access** is a data transport configuration comprised of a physical User Network Interface (UNI). EIA can be used to support delivery of eligible Frontier services to a designated Customer Location (e.g. Frontier Connect – Cloud). Frontier provides EIA on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. This is also commonly referred to as a Silver Ethernet Virtual Connection (EVC) to the Internet through the use of Virtual Local Area Networks (VLANs), for traffic separation, privacy, security and fault management. Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

b. **Service Router** Frontier will configure the Service Router based on a basic implementation configuration, consisting of an IP assignment and Host Name allocation. Frontier will work to isolate and determine the source and severity of the problems, upon request. If a problem is identified within the Service Router, Frontier and Customer will cooperate to restore the Service Router to operational condition through the use of SmartNet. Frontier has no responsibility with respect to: (i) electrical work external to the Service Router, including but not limited to power or back-up power to or from the Service Router; (ii) Service Router failures caused by factors not related to the Service Router or outside Frontier's control, including but not limited to failure of the Service Location or any of Customer's other network equipment or facilities to conform with Frontier's specifications; (iii) use of the Service Router for any purpose other than as intended by the manufacturer; (iv) damage caused by anyone other than an Frontier employee or representative; (v) Service Router supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Service Router which fails to conform to manufacturer or Frontier specifications.

**2. Customer Service Router Choice.** Customer is acquiring the Frontier provided Service Router per the terms and conditions as set forth in Exhibit 2, attached hereto and incorporated herein. If, however, Customer has chosen to acquire a service router on their own, then the words “Customer DOES NOT request Frontier Service Router” appear at the end of this Section 2 and the service router will not be provided by Frontier. **Customer WANTS Frontier Service Router**

**3. Special Construction: All Services are subject to availability and Frontier Network limitations.** The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer’s acceptance of such costs as a condition to proceeding (“Special Construction”). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

**4. Obligations of Customer.** Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.

**5. Internet Acceptable Use Policy and Security.** Customer shall comply, and shall cause all Service users to comply, with Frontier’s Acceptable Use Policy (“AUP”), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: [http://www.frontier.com/policies/commercial\\_aup/](http://www.frontier.com/policies/commercial_aup/). Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer’s systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer’s accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer’s or third parties’ usage of Frontier Internet access through Customer’s hardware or software.

**6. Service Level Agreement.** The Ethernet Internet Access Service Level Agreement for Ethernet Internet Access is attached hereto and incorporated herein as Exhibit1.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

## EXHIBIT 1

### Service Level Agreement

This **Ethernet Internet Access Service Level A Agreement ("SLA")** applies to an Ethernet Internet Access (EIA) Schedule, executed by and between **County of San Bernardino ("Customer")** and **Frontier Communications of America, Inc. ("Frontier")**. The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier's management responsibility and control ("On-Net Service").

#### 1. Operational Objectives

- A. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence ("POP") or EIA Customer egress port (Z location) via the ingress port (A location). "Service Outage" occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the On-Net Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier's On-Net Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 3 and 4 below.

Table 1A: Ethernet Internet Access		
Circuit Availability (CA)		MRC Service Credit
Availability	99.95%	Below 99.95% Service Credit 30% MRC
		Below 95.0% Service Credit 50% MRC

- B. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier's reinstatement of the EIA Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 3 and 4 below.

Table 1B: Ethernet Internet Access		
Mean Time To Repair		MRC Service Credit
MTTR	4 Hours	25 % MRC above 4 hrs
		50% MRC above 6 hrs.

#### 2. Service Outage Reporting Procedure.

- A. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- B. When EIA Service is suffering from a Service Outage, Customer must contact Frontier's commercial customer support center (also known as the "NOC") at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier's equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer's cost and at Frontier's standard technician rates.
- C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected EIA Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- D. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier's standard rates.

#### 3. Credit Request and Eligibility.

- A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable EIA Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier's equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
- B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.
- C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted EIA Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.

- D. This SLA guarantees service performance of Frontier's Ethernet Internet Access services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.
  - E. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
  - F. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.
4. **Chronic Outage:** An individual EIA Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an EIA Service reaches Chronic Outage status, then Customer may terminate the affected EIA Service without penalty; provided that Customer must exercise such right within ten (10) days of the EIA Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.

**Exhibit 2**  
**Service Router**

Service Location	Service Address	Service Router	Qty	NRC	MRC
A	street, city, state, zip	Router: select		\$	\$
B	street, city, state, zip	Router: select		\$	\$
C	street, city, state, zip	Router: select		\$	\$
D	street, city, state, zip	Router: select		\$	\$
E	street, city, state, zip	Router: select		\$	\$

**SUPPLEMENTAL TERMS AND CONDITIONS**

1. **Service Description.** Service Router consists of the following:
  - A. **Configuration.** Frontier will configure the Service Router based upon a minimum of basic operational necessities such as LAN/WAN interface and or IP assignment, host naming convention, as well as an introductory password.
  - B. **Router Repair/Replacement.** Frontier will provide customer the ability to return and or replace a Router that is no longer operating in the manner it was originally received through the following inclusive Cisco SmartNet Total Care package. In the event assistance is required in identifying a malfunctioning router, as well as facilitate the replacement of the same, the Cisco SmartNet Total Care package provides access to online trouble shooting tools as well as direct access to a Cisco certified technical expert. This support is available 365/24/7 and provides an additional layer of support and remedy with this device.
2. **Exclusions.** Frontier has no responsibility with respect to: (i) electrical work external to the Router, including but not limited to power or back-up power to or from the Router; (ii) Router failures caused by factors not related to the Router or outside Frontier's control, including but not limited to failure of the Service Location or any of Customer's other network equipment or facilities to conform with Frontier's specifications; (iii) use of the Router for any purpose other than as intended by the manufacturer; (iv) damage caused by anyone other than an Frontier employee or representative; (v) Router supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Router which fails to conform to manufacturer or Frontier specifications.
3. **Equipment or Software Not Provided by Frontier.**
  - A. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.
  - B. Frontier reserves the right to approve/reject the make, model and or software of the Customer-provided router. Frontier will identify for Customer makes or models of routers and modems with which it has experience, but no such information shall be deemed a recommendation, representation, or warranty with respect to such equipment.
4. Customer agrees that the Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

**BUSINESS LOCAL & LD SERVICES SCHEDULE****Frontier Confidential**

This is Schedule Number **S-0000212368** to the Frontier Services Agreement and Attachment 1 dated 07/01/2024 ("FSA") by and between COUNTY OF SAN BERNARDINO ("Customer") and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

**Service Location:**

Street Address: 670 E. Gilbert St.

**Schedule Date:**

07/01/2024

City, State, Zip: San Bernardino, California, 92405

**Service Term:**

60

**\*Attachment 2: Master Service Price List is incorporated and made a part of this Schedule.\***

Local Service	Quantity	NRC	MRC
Business Lines		\$	\$
Centrex		\$	\$
DIDs		\$	\$
ISDN PRI		\$	\$
ISDN BRI		\$	\$
Digital Channel Service (DCS)		\$	\$
Local Measured Service (LMS) Plan		\$	\$
Foreign Exchange Service (FXS)		\$	\$
PBX Trunks – Analog		\$	\$
Features:		\$	\$
Other Local Service:		\$	\$
Long Distance Service	Quantity	Rate	MRC
One Plus - Intrastate		\$	\$
One Plus - Interstate		\$	\$
Toll Free - Intrastate		\$	\$
Toll Free - Interstate		\$	\$
IntraLATA		\$	\$
International		\$	\$
Dedicated - OnePlus		\$	\$
Dedicated – Toll Free		\$	\$
EAS/EMS		\$	\$
Audio Conferencing		\$	\$
Web Conferencing		\$	\$
Other LD Service:		\$	\$
Domestic Block Of Time Plans:	Minutes / MRC / Overage Rate		
1+ outbound for T1 / PRI / Centrex / B1s	Select		
Toll Free for T1 / PRI / Centrex / B1s	Select		

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees, or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

This is Schedule Number S-0000212364 to the Frontier Services Agreement dated July 1, 2024 ("FSA") by and between County of San Bernardino ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: 670 E. Gilbert St., San Bernardino, CA 92405  
Schedule Type/Purpose: Renew Existing Services/Order New Services

Schedule Date: July 1, 2024  
Service Term: 60 months

**\*Attachment 1: Master Service Price List is incorporated and made a part of this Schedule.\***

Service	NRC	MRC
Ethernet Access Circuit(s) (details in Table 1)	\$	\$
Special Construction	\$	\$
Ethernet Access Circuit(s) (details in Table 1)-ICB	\$	\$
<b>Total:</b>	<b>\$</b>	<b>\$</b>

**Interstate / Intrastate Pricing Certification:** "interstate in nature" means that the traffic transported by the Service originates in one state and terminates in another state or outside the United States, regardless of how it is routed. Designation may impact taxes and surcharges applicable to the Service. Customer certifies that its traffic over such Services will be: ☐ more than 10% interstate in nature (subject to federal jurisdiction/fees) ☐ 10% or less interstate in nature (subject to state jurisdiction/fees)

Table 1: Ethernet Access Circuit(s)					
Service Location	Service Address, and NPA NXX:	Service		Charges	
				NRC	MRC
<b>A</b>	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
<b>B</b>	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
<b>C</b>	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
<b>D</b>	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
<b>E</b>	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
<b>Subtotal:</b>				<b>\$</b>	<b>\$</b>

Table 2: ETHERNET VIRTUAL CIRCUIT(S)				
Type of EVC (Silver)	EVC CIR (Mbps)	Originating Access Service Location from Table 1	Terminating Access Service Location from Table 1	MRC
Select	Select Mbps	Select	Select	\$
Select	Select Mbps	Select	Select	\$
Select	Select Mbps	Select	Select	\$
Select	Select Mbps	Select	Select	\$
Select	Select Mbps	Select	Select	\$
<b>Subtotal:</b>				

#### 1. SERVICE DESCRIPTION:

a. **Ethernet Local Area Network (E-LAN)** is a data transport configuration providing multipoint-to-multipoint Ethernet connections to each Customer User Network Interface (UNI). E-LAN consists of two (2) or more locations, providing full mesh connectivity for all locations. Frontier provides E-LAN on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. E-LAN will be designed, provisioned, and implemented with standard switched Ethernet components. Each access circuit is given its own ingress / egress bandwidth profile. Connectivity is provided to all E-LAN access circuits through a single non-deterministic Silver Ethernet Virtual Circuit (EVC) carrying all bandwidth profiles. The E-LAN Silver EVC provides secure traffic separation, and privacy for Customer Service Locations over Frontier's shared switching infrastructure. Frontier E-LAN features two design variations: 1) All-to-One Bundled Access which accepts and carries Customer VLAN (Virtual LAN) tagged and/or untagged traffic and supports Layer-2 Control Protocol (L2CP) tunneling upon request. This Service is also referred to as Ethernet Private Local Area Network (EP-LAN). 2) Multiplexed Access which accepts and carries multiplexed EVCs preserving the Customer's VLAN ID. This traffic needs to be tagged by the Customer. This Service is also referred to as Ethernet Virtual Private Local Area Network (EVP-LAN). Multiplexed Access does not support Layer 2 Control Protocol (L2CP). EVP-LAN can be used to support delivery of eligible Frontier services to a designated Customer Location (e.g. Frontier Connect – Cloud). Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and

demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

b. **Service Router** Frontier will configure the Service Router based on a basic implementation configuration, consisting of an IP assignment and Host Name allocation. Frontier will work to isolate and determine the source and severity of the problems, upon request. If a problem is identified within the Service Router, Frontier and Customer will cooperate to restore the Service Router to operational condition through the use of SmartNet. Frontier has no responsibility with respect to: (i) electrical work external to the Service Router, including but not limited to power or back-up power to or from the Service Router; (ii) Service Router failures caused by factors not related to the Service Router or outside Frontier's control, including but not limited to failure of the Service Location or any of Customer's other network equipment or facilities to conform with Frontier's specifications; (iii) use of the Service Router for any purpose other than as intended by the manufacturer; (iv) damage caused by anyone other than an Frontier employee or representative; (v) Service Router supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Service Router which fails to conform to manufacturer or Frontier specifications.

**2. CUSTOMER SERVICE ROUTER CHOICE.** Customer is acquiring the Frontier provided Service Router per the terms and conditions as set forth in Exhibit 2, attached hereto and incorporated herein. If, however, Customer has chosen to acquire a service router on their own, then the words "Customer DOES NOT request Frontier Service Router" appear at the end of this Section 2 and the service router will not be provided by Frontier.  
**Customer WANTS Frontier Service Router**

**3. SPECIAL CONSTRUCTION:** All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

**4. OBLIGATIONS OF CUSTOMER.** Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("**PINs**") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.

**5. EQUIPMENT OR SOFTWARE NOT PROVIDED BY FRONTIER.** Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.

**6. SERVICE LEVEL AGREEMENT.**

The E-LAN Service Level Agreement for the described Ethernet Services is attached hereto and incorporated herein as Exhibit 1.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

**EXHIBIT 1**  
**ETHERNET LOCAL AREA NETWORK SERVICE LEVEL AGREEMENT**

This Ethernet Local Area Network Service Level Agreement (“SLA”) applies to an Ethernet Local Area Network (E-LAN) Schedule executed by and between **Insert Customer Name** (“Customer”) and **Frontier Communications of America, Inc.** (“Frontier”). The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier’s management responsibility and control (“On-Net Service”).

**1. Operational Objectives**

- C. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence (POP) or On-Net Customer egress port (Z location) via the ingress port (A location). “Service Outage” occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the On-Net Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier’s On-Net Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 2 and 3 below.

Table 1 A Ethernet Local Area Network SLAs		
Circuit Availability (CA)		MRC Service Credit
Availability	99.95%	Below 99.95% Service Credit 30% MRC
		Below 95.00% Service Credit 50% MRC

- D. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier’s reinstatement of the On-Net Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 2 and 3 below.

Table 1B: Ethernet Local Area Network		
Mean Time To Repair		MRC Service Credit
MTTR ON-NET	4 Hours	25 % MRC above 4 hrs
		50% MRC above 6 hrs.

**2. Service Outage Reporting Procedure.**

- E. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- F. When E-LAN Service is suffering from a Service Outage, Customer must contact Frontier’s commercial customer support center (also known as the “NOC”) at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause (“Trouble Ticket”). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier’s equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer’s cost and at Frontier’s standard technician rates.
- G. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected E-LAN Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- H. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at Frontier’s standard rates.

**3. Credit Request and Eligibility.**

- G. In the event of a Service Outage, Customer may be entitled to a credit against the applicable E-LAN Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier’s equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
- H. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer’s FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. “Planned Service Interruption” means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days’ notice prior to any such activity if it will impact the Services provided to Customer. “Emergency Maintenance” means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.
- I. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted E-LAN Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.

- J. This SLA guarantees service performance of Frontier's Ethernet Local Area Network (E-LAN) services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.
  - K. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
  - L. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.
4. **Chronic Outage:** An individual E-LAN Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an E-LAN Service reaches Chronic Outage status, then Customer may terminate the affected E-LAN Service without penalty; provided that Customer must exercise such right within ten (10) days of the E-LAN Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.

**Exhibit 2**  
**Service Router**

Service Location	Service Address	Service Router	Qty	NRC	MRC
A	street, city, state, zip	Router: select		\$	\$
B	street, city, state, zip	Router: select		\$	\$
C	street, city, state, zip	Router: select		\$	\$
D	street, city, state, zip	Router: select		\$	\$
E	street, city, state, zip	Router: select		\$	\$

**SUPPLEMENTAL TERMS AND CONDITIONS**

**1. Service Description.** Service Router consists of the following:

C. Configuration. Frontier will configure the Service Router based upon a minimum of basic operational necessities such as LAN/WAN interface and or IP assignment, host naming convention, as well as an introductory password.

D. Router Repair/Replacement. Frontier will provide customer the ability to return and or replace a Router that is no longer operating in the manner it was originally received through the following inclusive Cisco SmartNet Total Care package. In the event assistance is required in identifying a malfunctioning router, as well as facilitate the replacement of the same, the Cisco SmartNet Total Care package provides access to online trouble shooting tools as well as direct access to a Cisco certified technical expert. This support is available 365/24/7 and provides an additional layer of support and remedy with this device.

5. Exclusions. Frontier has no responsibility with respect to: (i) electrical work external to the Router, including but not limited to power or back-up power to or from the Router; (ii) Router failures caused by factors not related to the Router or outside Frontier's control, including but not limited to failure of the Service Location or any of Customer's other network equipment or facilities to conform with Frontier's specifications; (iii) use of the Router for any purpose other than as intended by the manufacturer; (iv) damage caused by anyone other than an Frontier employee or representative; (v) Router supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Router which fails to conform to manufacturer or Frontier specifications.

**6. Equipment or Software Not Provided by Frontier.**

A. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.

B. Frontier reserves the right to approve/reject the make, model and or software of the Customer-provided router. Frontier will identify for Customer makes or models of routers and modems with which it has experience, but no such information shall be deemed a recommendation, representation or warranty with respect to such equipment.

7. Customer agrees that the Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.



**PRIVATE LINE SCHEDULE**  
**Frontier Confidential**

This is **Schedule Number** S-0000212374 to the Frontier Services Agreement and Attachment 1 dated 07/01/2024 ("**FSA**") by and between COUNTY OF SAN BERNARDINO ("Customer") and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

**Schedule Date:** 07/01/2024

**Service Term:** 60

**Primary Service Location:**

Street Address:

City, State, Zip:

**Terminating Service Location:**

Street Address:

City, State, Zip:

**\*Attachment 2: Master Service Price List is incorporated and made a part of this Schedule.\***

Service	# Lines/Circuits/ Channels	Charges	
		NRC	MRC
DS1		\$	\$
DS3		\$	\$
OC3		\$	\$
Other:		\$	\$
Other:		\$	\$

**Interstate / Intrastate Pricing Certification:** Customer certifies that its dedicated point-to-point traffic over such Services:

☐ will be **more than 10%** interstate in nature; OR ☐ will be **10% or less** interstate in nature.

The term "interstate in nature" means that the traffic originates in one state and terminates in another state or outside the United States, regardless of how it is routed.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.



E-LINE SCHEDULE  
ETHERNET VIRTUAL PRIVATE LINE (EVPL)  
ETHERNET PRIVATE LINE (EPL)

Frontier Confidential

This is Schedule Number S-0000212362 to the Frontier Services Agreement and Attachment 1 dated July 1, 2024 ("FSA") by and between County of San Bernardino ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Primary Service Location: 670 E. Gilbert St., San Bernardino, CA 92405  
Schedule Type/Purpose: Renew existing Services/Order new Services

Schedule Date: July 1, 2024  
Service Term: 60 months

\*Attachment 2: Master Service Price List is incorporated and made a part of this Schedule.\*

Service	NRC	MRC
Ethernet Virtual Private Line (EVPL)	\$	\$
Ethernet Private Line (EPL)	\$	\$
Ethernet Virtual Circuit(s) – EVC (details in Table 2)	\$	\$
Ethernet Internet Access (EIA) Internet Port and Silver EVC (details in Table 3)	\$ 0.00	\$
Special Construction	\$	\$
Total:	\$	\$

**Interstate / Intrastate Pricing Certification:** "interstate in nature" means that the traffic transported by the Service originates in one state and terminates in another state or outside the United States, regardless of how it is routed. Designation may impact taxes and surcharges applicable to the Service. Customer certifies that its traffic over such Services will be: ☐ more than 10% interstate in nature (subject to federal jurisdiction/fees) ☐ 10% or less interstate in nature (subject to state jurisdiction/fees)

Table 1: E-LINE

Service Location	Service Address, and NPA NXX:	Service		Charges	
				NRC	MRC
A	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
B	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
C	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
D	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
E	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
Subtotal:				\$	\$

Table 2: ETHERNET VIRTUAL CIRCUIT(S)

Type of EVC (Silver, Gold, Platinum)	EVC CIR (Mbps)	Originating Access Service Location from Table 1	Terminating Access Service Location from Table 1	MRC
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
Subtotal:				\$

Table 3: Internet Access

Internet Service added to LAN Solution	Internet Elements	Originating Access Location	Termination on the Internet	MRC
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$

EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
Subtotal:				\$

**1. Service Description:**

**a. Ethernet Virtual Private Line (EVPL)** is a data transport configuration providing point-to-point or point-to-multipoint Ethernet connections between a pair of User Network Interfaces (UNIs). EVPL as a point-to-point configuration can be used to support delivery of eligible Frontier services to a designated Customer. Location (e.g. Frontier Connect—Cloud). EVPL is a carrier grade data networking service featuring Quality of Service (QoS) and the following progressively higher Class of Service (CoS) levels: Silver Service, Gold Service (Priority Data), or Platinum Service (Real Time). Frontier provides EVPL Silver Service on a standard best efforts' basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. EVPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of service multiplexed capability over UNIs and Ethernet Virtual Connections (EVCs) through the use of Virtual Local Area Networks (VLANs) in order to secure traffic separation, privacy and security between Customer's Service Locations over Frontier's shared switch and backbone infrastructure. Ethernet Virtual Private Line will accept and carry untagged and or tagged traffic as described per IEEE 802.1Q networking standards specific to Frontier's Ordering Guidelines for this Service. Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier's cabling service policies and Frontier's charges related thereto per separate Frontier Cabling Service and Fee Schedule.

**b. Ethernet Private Line (EPL)** is a data transport configuration providing point-to-point or point to multipoint switched Ethernet connections between a pair of User Network Interfaces (UNIs). EPL is a carrier grade data networking service featuring Quality of Service (QoS) with the following Class of Service (CoS) levels: Silver Service, Gold Service (Priority Data), or Platinum Service (Real Time). Frontier provides EPL Silver Service on a standard best efforts basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier's Shared Infrastructure. EPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of an all to one bundled, port based, non-service multiplexed Ethernet Virtual Circuit (EVC) and User Network Interface (UNI).

**c. Service Router** Frontier will configure the Service Router based on a basic implementation configuration, consisting of an IP assignment and Host Name allocation. Frontier will work to isolate and determine the source and severity of the problems, upon request. If a problem is identified within the Service Router, Frontier and Customer will cooperate to restore the Service Router to operational condition through the use of SmartNet. Frontier has no responsibility with respect to: (i) electrical work external to the Service Router, including but not limited to power or back-up power to or from the Service Router; (ii) Service Router failures caused by factors not related to the Service Router or outside Frontier's control, including but not limited to failure of the Service Location or any of Customer's other network equipment or facilities to conform with Frontier's specifications; (iii) use of the Service Router for any purpose other than as intended by the manufacturer; (iv) damage caused by anyone other than an Frontier employee or representative; (v) Service Router supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Service Router which fails to conform to manufacturer or Frontier specifications.

**2. Customer Service Router Choice.** Customer is acquiring the Frontier provided Service Router per the terms and conditions as set forth in Exhibit 2, attached hereto and incorporated herein. If, however, Customer has chosen to acquire a service router on their own, then the words "Customer DOES NOT request Frontier Service Router" appear at the end of this Section 2 and the service router will not be provided by Frontier. **Customer WANTS Frontier Service Router**

**3. Special Construction:** All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding ("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

**4. Obligations of Customer.** Customer shall properly use any equipment or software, and all pass codes, personal identification numbers ("PINs") or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance, and the ability to collect service credits as defined in Exhibit 1.

**5. Service Level Agreement.**

The E-Line Service Level Agreement for the described Ethernet Services is attached hereto and incorporated herein as Exhibit 1.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

# EXHIBIT 1

## E-LINE SERVICE LEVEL AGREEMENT

This E-LINE Service Level Agreement ("SLA") applies to Ethernet Services ordered pursuant to an E-LINE Ethernet Virtual Private Line (EVPL), Ethernet Private Line (EPL) Schedule executed by and between **Insert Customer Name** ("Customer") and **Frontier Communications of America, Inc.** ("Frontier"). The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier's management responsibility and control ("E- E-LINE Service").

### 1. Operational Objectives

- E. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence or E-LINE Customer egress port (Z location) via the ingress port (A location). "Service Outage" occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the E-LINE Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier's E-LINE Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 3 and 4 below.

Table 1A: E-LINE		
Circuit Availability		MRC Service Credit
Availability	99.95%	Below 99.95% Service Credit 30% MRC
		Below 95.0% Service Credit 50% MRC

- F. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier's reinstatement of the E-LINE Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 3 and 4 below.

Table 1B: E-LINE		
Mean Time To Repair		MRC Service Credit
MTTR	4 Hours	25 % MRC above 4 hrs
		50% MRC above 6 hrs.

### 2. Performance Objectives

- A. **Packet Delivery:** The Frame Loss Ratio (FLR) is a round trip measurement between ingress and egress ports (NIDs) at the Customer's A and Z locations of packet delivery efficiency. FLR is the ratio of packets lost, round trip, vs. packets sent. Packet delivery statistics are collected for one calendar month. Credits will be based on Frontier's verification of packet delivery performance between NIDs at Customer's Service Location. The packet delivery SLA applies to CIR-compliant packets on Ethernet LAN / WAN circuits only. This packet delivery guarantee does not apply to Ethernet Internet services. Frontier offers three FLR Quality of Service (QoS) levels for Ethernet Data Service. The applicable SLA is based on the QoS level, as outlined in **Table 1C**. Ethernet Gold and Platinum are premium level services designed to support commercial customers' mission-critical and real time applications.
- Silver QoS** service is Frontier's basic business class data service with improved performance across all standard performance parameters. Ethernet Silver SLA, termed Standard Data (SD) Service, is Frontier's upgraded replacement of *Best Effort* Ethernet designed specifically for the commercial customer.
  - Gold QoS** service is a premium business data service featuring enhanced performance parameters with packet forwarding priority set to *Priority Data*.
  - Platinum QoS** service carries Frontier's highest QoS performance parameters and includes voice grade packet forwarding priority set to *Real Time*.

If packet delivery performance falls below the applicable packet delivery percentage, Customer will be entitled to a Service credit as outlined in **Table 1C**, subject to Sections 3 and 4 below.

Table 1C: E-LINE Frame Loss Ratio (FLR)				
Packet Loss QoS Level	Frame Loss Ratio (FLR) CITY	Frame Loss Ratio (FLR) STATE	Frame Loss Ratio (FLR) Inter-STATE	MRC Service Credit
<b>Silver</b> [Standard Data Service]	0.10%	0.10%	0.10%	10%
<b>Gold</b> [Priority Data Service]	0.01%	0.01%	0.025%	15%
<b>Platinum</b> [Real Time Data Service]	0.01%	0.01%	0.025%	20%

- B. **Latency:** Latency, Frame Transfer Delay (FTD), is the maximum packet delivery time measured round-trip between Customer's A and Z locations at the Committed Information Rate (CIR). Latency is measured across On-Net Service paths between ingress and egress NIDs. Measurements are taken at one-hour intervals over a one-month period. Credits are based on round-trip latency of 95<sup>th</sup> percentile packet. Customer must meet the following criteria to qualify for Service credits on the E-LINE Latency SLA outlined in **Table 1D**:
- Access loops at Customer locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each premise to qualify for the circuit SLA.
  - Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for On-Net Services. Customer will be entitled to Service credits if the Service fails to meet applicable Performance Objective as outlined in **Table 1D** subject to Sections 3 and 4 below.

Table 1D: E-LINE Frame Transfer Delay (FTD):				
Latency QoS Level	Round Trip Delay CITY	Round Trip Delay STATE	Round Trip Delay Inter-STATE	MRC Service Credit
<b>Silver</b> [Standard Data Service]	≤ 56 ms	≤ 100 ms	≤ 250 ms	10%
<b>Gold</b> [Priority Data Service]	≤ 26 ms	≤ 60 ms	≤ 160 ms	15%
<b>Platinum</b> [Real Time Data Service]	≤ 14 ms	≤ 36 ms	≤ 140 ms	20%

- C. **Jitter:** Packet Jitter, Frame Delay Variance (FDV), is the difference in end-to-end one way delay between selected packets in a data stream with any lost packets being ignored. Frontier guarantees average FDV (inter-packet differential) performance on E-LINE Service transmissions will meet performance parameters outlined in the table below. Credits are based on the monthly average Frame Delay Variance. Customer must meet the following criteria to qualify for Service credits on the E-LINE Jitter SLA:

- Access loops at Customer Service Locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each Service Location to qualify for Fiber Loop FDV SLA.
- Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for E-LINE Services, as outlined in the applicable Ethernet Service Schedule. Customer will be entitled to the credit as outlined in **Table 1E** if E-LINE Services fail to meet applicable service level objectives, subject to Sections 3 and 4 below.

Table 1E: E-LINE Frame Delay Variance (FDV):				
Jitter QoS Level	Average Jitter Per Site CITY	Average Jitter Per Site STATE	Average Jitter Per Site Inter-STATE	MRC Service Credit
<b>Silver</b> [Standard Data Service]	n/s	n/s	n/s	10%
<b>Gold</b> [Priority Data Service]	≤ 8 ms	≤ 40 ms	≤ 40 ms	15%
<b>Platinum</b> [Real Time Data Service]	≤ 3 ms	≤ 8 ms	≤ 10 ms	20%

### 3. Service Outage Reporting Procedure.

- I. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- J. When E-LINE Service is suffering from a Service Outage, Customer must contact Frontier's commercial customer support center (also known as the "NOC") at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause ("Trouble Ticket"). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier's equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer's cost and at Frontier's standard technician rates.
- K. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected E-LINE Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.

If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives, or invitees; then Customer will pay Frontier for all related time and material costs at Frontier's standard rates.

**4. Credit Request and Eligibility.**

- M. In the event of a Service Outage, Customer may be entitled to a credit against the applicable On-Net Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier's equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
- N. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.
- O. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted E-LINE Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.
- P. This SLA guarantees service performance of Frontier's Ethernet data services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third-party non-partner carrier.
- Q. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
- R. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.

5. **Chronic Outage:** An individual E-LINE Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an E-LINE Service reaches Chronic Outage status, then Customer may terminate the affected E-LINE Service without penalty; provided that Customer must exercise such right within ten (10) days of the E-LINE Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.

**EXHIBIT 2**  
**SERVICE ROUTER**

Service Location	Service Address	Service Router	Qty	NRC	MRC
A	street, city, state, zip	Router: select		\$	\$
B	street, city, state, zip	Router: select		\$	\$
C	street, city, state, zip	Router: select		\$	\$
D	street, city, state, zip	Router: select		\$	\$
E	street, city, state, zip	Router: select		\$	\$

**SUPPLEMENTAL TERMS AND CONDITIONS**

**1. Service Description.** Service Router consists of the following:

A. Configuration. Frontier will configure the Router based upon a minimum of basic operational necessities such as LAN/WAN interface and or IP assignment, host naming convention, as well as an introductory password .

B. Router Repair/Replacement. Frontier will provide customer the ability to return and or replace a Router that is no longer operating in the manner it was originally received through the following inclusive Cisco SmartNet Total Care package. In the event assistance is required in identifying a malfunctioning router, as well as facilitate the replacement of the same, the Cisco SmartNet Total Care package provides access to online trouble shooting tools as well as direct access to a Cisco certified technical expert. This support is available 365/24/7 and provides an additional layer of support and remedy with this device.

**8. Exclusions.** Frontier has no responsibility with respect to: (i) electrical work external to the Router, including but not limited to power or back-up power to or from the Router; (ii) Router failures caused by factors not related to the Router or outside Frontier's control, including but not limited to failure of the Service Location or any of Customer's other network equipment or facilities to conform with Frontier's specifications; (iii) use of the Router for any purpose other than as intended by the manufacturer; (iv) damage caused by anyone other than an Frontier employee or representative; (v) Router supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Router which fails to conform to manufacturer or Frontier specifications.

**9. Equipment or Software Not Provided by Frontier.**

A. Upon notice from Frontier that the facilities, services, equipment or software not provided or approved by Frontier is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Frontier to troubleshoot difficulties caused by the equipment or software not provided by Frontier, and Frontier agrees to do so, Customer shall pay Frontier at its then current rates.

B. Frontier reserves the right to approve/reject the make, model and or software of the Customer-provided router. Frontier will identify for Customer makes or models of routers and modems with which it has experience, but no such information shall be deemed a recommendation, representation or warranty with respect to such equipment.

**10.** Customer agrees that the Service provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

**Frontier Communications of America, Inc.**

**County of San Bernardino**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: Dawn Rowe  
Title: Chair, Board of Supervisors  
Date: \_\_\_\_\_

Contractual Notice:  
Frontier Communications  
111 Field Street  
Rochester, NY 14620  
Attn: Legal Department

Contractual Notice: County of San Bernardino Information Systems  
Department  
670 E. Gilbert St.  
San Bernardino, CA 92415-0915  
Attn: Administration



Attachment A  
Campaign Contribution Disclosure  
(SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

nfluencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

**Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.**

1. Name of Contractor: Frontier Communications of America, Inc.
2. Is the entity listed in Question No. 1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
 Yes \_\_\_\_\_ If yes, skip Question Nos. 3-4 and go to Question No. 5      No X
3. Name of Principle (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: n/a
- 
4. If the entity identified in Question No. 1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s): The sole shareholder is Frontier Communications Holdings, LLC, whose ultimate parent corporation is Frontier Communications Parent, Inc, a publicly held corporation.
- 
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions Above):

Company Name	Relationship
See answer to #4 above	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
n/a		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) activity supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s)	Principle and/or Agent(s)
n/a		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision.

Company Name	Individual(s) Name
n/a	

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No   x   If no, please skip Question No. 10.

Yes        If yes, please continue to complete this form.

10. Name of Board of Supervisor or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Please add an additional sheet(s) to identify Board members or other County elected officers to who anyone listed made campaign contributions.

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while aware of this Contract is being considered and for 12 months after a final decision by the County.