

**PARTICIPATING ENTITY AGREEMENT PURSUANT TO SECTION 9.6 OF COUNTY OF
LOS ANGELES TELECOMMUNICATIONS SERVICES CONTRACT**

(PARTICIPATING ENTITY NAME)

SBC Global Services, Inc. dba AT&T Global Services, on behalf of itself and its named AT&T affiliates (herein "AT&T") ("Contractor") and the County of Los Angeles ("County") have entered into a Telecommunications Services Contract dated May 2, 2008 ("County Contract"). Pursuant to the County Contract, local public entities located within the County are allowed to order services and products pursuant to the County Contract ("Service(s)") upon execution of this Participating Entity Agreement. A description of the Service(s), applicable rates and charges and the specific terms and conditions under which the conforming Service(s) will be provided to Participating Entities located within the County (e.g., cities, school districts and other such entities within the County) are set forth in the County Contract. Exceptions as stated in Section 9.6 shall be separately negotiated.

1. The City of Los Angeles, Harbor Department ("Participating Entity") desires to order Service(s) identified in Attachment 1 to this Participating Entity Agreement pursuant to the County Contract, which is incorporated herein by reference. Except as specifically set forth in this Participating Entity Agreement, Contractor agrees to provide such Service(s) pursuant to this Participating Entity Agreement, the terms and conditions and rate tables contained in the County Contract, and any attached and incorporated E-Rate related documentation that Contractor requires consistent with

Contractor's established E-Rate procedures. In the event of a conflict between this Participating Entity Agreement and the County Contract, the Participating Entity Agreement shall prevail. Participating Entity agrees, with respect to the particular Services identified in Attachment 1, that

Contractor will be the exclusive provider to the Participating Entity during the term of this Participating Entity Agreement of the Services and substantially similar functionalities provided pursuant to this Participating Entity Agreement as well as services with substantially similar functionalities.

2. Contractor shall bill Participating Entity and Participating Entity shall pay Contractor pursuant to this Participating Entity Agreement and the applicable terms and conditions and rate tables contained in the County Contract. Payment is due within 30 days after the billing date ("Billing Date"). If payment is not made within 30 days after the Billing Date, Contractor may charge late payment fees, (a) for Services contained in a Tariff, Guidebook or Catalog, at the rate specified therein, or (b) for all other Services, at the lower of one and one-half percent (1.5%) per month (18% per annum) or the maximum rate allowed by law for overdue payments.

3. This Participating Entity Agreement shall become effective upon execution by Participating Entity and Contractor ("Effective Date") and, unless sooner terminated as provided herein, shall remain in effect for the remaining term contained in the County Contract. In the event AT&T and County extend the term of the County Contract, AT&T shall provide

Participating Entity with 60 days' notice of the intended extension of the County Contract. The term of this Participating Entity Agreement shall be automatically extended to match the new term of the Participating Entity Agreement unless Participating Entity provides 30 days' notice to Contractor prior to the automatic extension of its intent not to extend this Participating Entity Agreement.

4. A. If Participating Entity, prior to the expiration of the term set forth in preceding paragraph, (i) terminates this Participating Entity Agreement, or (ii) disconnects over 50% of a particular Service (e.g., Centrex, voice mail, ISDN/PRI, DSL, etc.) provided pursuant to this Participating Entity Agreement, or (iii) disconnects any portion of a Service provided under this Participating Entity Agreement and replaces the disconnected Service with a different service and/or functionality in violation of Section 1 above,

Participating Entity shall pay a termination charge based on 65% of the Participating Entity's highest bill for the disconnected Service(s) provided hereunder multiplied by the number of months remaining in the term of this Participating Entity Agreement. In addition, Participating Entity shall pay a pro rata reimbursement of any unrecovered, waived or amortized nonrecurring charges owed to Contractor on the date of termination, plus any charges incurred by Contractor from a third party (e.g., not a Contractor Affiliate) due to the termination, including but not limited to any termination charges assessed by the Local Access Provider, if County cancels, in whole or in part, any Local Access Service procured by Contractor on its behalf. Contractor shall bill Participating Entity for such charges and Participating Entity shall pay pursuant to Paragraph 2 above.

Notwithstanding the preceding sentence, if the County terminates the County Contract, in whole or in part, prior to the expiration of its term, Participating Entity may, with respect to the Services terminated by the County, (i) continue to subscribe to the Service(s) under the terms of the County Contract and this Participating Entity Agreement for the remainder of the term of this Participating Entity Agreement, or (ii) terminate this Participating Entity Agreement without being subject to the termination charge set forth above; provide, however, that Participating Entity shall be subject to paying Contractor any unrecovered, waived or amortized nonrecurring charges owed to Contractor on the date of termination, plus any charges incurred by Contractor from a third party (e.g., not a Contractor Affiliate) due to the termination, including but not limited to any termination charges assessed by the Local Access Provider, if County cancels, in whole or in part, any Local Access Service procured by Contractor on its behalf. Contractor shall bill Participating Entity for such charges and Participating Entity shall pay pursuant to Paragraph 2 above.

B. If, after the first fiscal year in which a particular Service acquired hereunder is installed, funds are not appropriated to continue paying for that particular Service in a subsequent fiscal year or universal service discounts are not received to enable Participating Entity to pay for that particular Service in a subsequent fiscal year, then Participating Entity may terminate that particular Service as of the last day for which funds were appropriated or universal service discounts were received ("Date of Termination"), without being subject to termination charges set forth in the applicable Agreement; provided, however; that (i) Participating Entity shall be obligated to pay all charges incurred through the Date of Termination, plus any unrecovered nonrecurring costs (including any applicable special construction costs and/or and customer premises curb to demarc custom build costs) as of the Date of Termination, (ii) Participating Entity shall use its best efforts to obtain funding or universal service discounts for the Service, (iii) Participating Entity agrees not to obtain substantially similar service and/or equipment to replace those provided hereunder for a period equal to the remaining term for such Service under this Agreement as of the Date of Termination, (iv) Participating Entity shall exercise such right to terminate by delivery to AT&T of a 30 day written notice setting forth the reason for termination, and (v) within 30 days following the delivery of such written notice, Participating Entity shall provide AT&T a legal opinion of counsel from Customer that no funds have been appropriated or otherwise made available for payments due under the Agreement and funds have not been made available for the acquisition of substantially similarly service and/or equipment to replace those provided hereunder.

5. Contractor and Participating Entity agree that the following provisions in the County Contract grant the County certain rights and do not apply to the Participating Entity: Section 4.2; 4.3; 5.4; 5.5.4; 5.5.5; 5.5.6; 5.5.8 paragraph 4; 5.6; 5.7; 6.0; all of 7.0 except 7.10, 7.12, 7.13, 7.15; 8.1; 8.4; 8.5; 8.10; 8.11; 8.12; 8.15; 8.23.4; 8.25; 8.26; 8.29; 8.41; 8.46; 8.51; 9.1; Exhibit A1; Exhibit A-1 Technical Exhibits 1, 2, 3, 4; Exhibit A-2; Exhibit A-2 Technical Exhibits 1, 2; Exhibit A-3; and Exhibit A-3 Technical Exhibits 1, 2, 3, 4, 5.

For purposes of this Participating Entity Agreement, except for the Inapplicable Provisions, the remaining terms and conditions of the County Contract will apply, except as modified herein, to this Participating Entity Agreement.

6. Contractor will notify County of Participating Entity's participation in the County Contract. Contractor will not disclose Participating Entity's information and data relating to the Service(s) provided hereunder to the County without the prior written approval of Participating Entity. Participating Entity shall notify Contractor's Program Manager of all of Participating Entity's revenues paid under this Participating Entity Agreement as of May 2 for each year, and such spend information shall be provided to Contractor's Program Manager in writing no later than May 17 of each year.

7. Participating Entity, upon execution of this Participating Entity Agreement, certifies that Participating Entity understands that Contractor and the County may, from time to time and without Participating Entity's consent, amend the terms and conditions of the County Contract thereby affecting the terms of the Service(s) Participating Entity receives from Contractor.
8. Participating Entity, upon execution of this Participating Entity Agreement, certifies that Participating Entity has received and has reviewed the terms and conditions, including the rates and charges, of the County Contract.
9. Whenever any notice or demand is to be given under this Participating Entity Agreement to Contractor or Participating Entity, the notice shall be in writing and addressed to the following:

SBC Global Services, Inc. dba
AT&T Global Services
1150 South Olive Street, Suite 1820
Los Angeles, CA 90015
Attn: Contract Program Manager

Participating Entity:
City of Los Angeles, Harbor Department
425 S. Palos Verdes St.
Los Angeles, CA 90731
Attn: Andrew Wooster

Notices shall be in writing and shall be hand delivered to the other Party, (i) in person, (ii) by certified mail, return receipt requested, postage prepaid (iii) by traceable overnight delivery, or (iv) by facsimile, electronically confirmed and followed immediately by U.S. Mail. Notice will be effective upon delivery. Notices delivered by any other method shall be deemed given upon receipt.

IN WITNESS WHEREOF, the parties hereto have caused this Participating Entity Agreement to be executed on the date shown below by their respective duly authorized representatives.

SBC Global Services, Inc.

dba AT&T Global Services

City of Los Angeles, by its Board of Harbor Commissioners.

(Participating Entity)

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

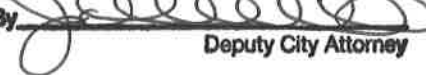
Date Signed: _____

Date Signed: _____

APPROVED AS TO FORM AND LEGALITY

1.14 2016

MICHAEL N. FEUER, City Attorney

By  Deputy City Attorney

[PARTICIPATING ENTITY]

ATTACHMENT 1

<u>Services Selected</u>	<u>Services</u>	<u>Customer Initials</u>
	Analog Business Line	
	PBX Trunks	
	Off-Premises Extension	
	Foreign Exchange Service	
	Remote Call Forwarding	
	Centrex Services	
	(CenturyLink) Call Center Services	
	Calling Services (Local Calls, Zone Calls, Intra-LATA, Inbound Toll-Free, 900 Service)	
	Call Control Services	
	Enterprise Messaging Service (EMS - voice mail)	
	Switched Date Services (ISDN, Primary Rate-ISDN, Switched 56)	
	Private Line Services	
	Frame Relay Service	
	DSL Services	
	ATM Service	
	ANIRA	
	Metro Ethernet GigaMAN, MON, OPT-E-MAN,	
	Dense-Wave Division Multiplexing (DWDM) Optical Network	
	Multi-Protocol Label Switching (MPLS)	
	Building Wiring Services (ie. Extended Demarcation Wiring, Station Wiring Services)	
	SIP Phones	
	Professional Telecommunications Hardware & Services	
	Managed Internet Services - PNT	
	AT&T Virtual Private Network (AVPN)	
	IP-Telephony VDNA	
	IPFlex Reach	
	Long Distance Calling Services (Includes Intralata Toll)	
	Toll Free Services	
	Long Distance – Data Services (Private Line, Sonet, Frame Relay, ATM)	
	Audio Conferencing Services	
	AT&T Connect (Requires Audio Conferencing Service)	

	Video Conferencing Services	
	Web Conferencing Services	
<u>Services Selected</u>	<u>Services</u>	<u>Customers Initials</u>
	Managed Router Services (MRS) – standard only	
	Internet Protocol Label Switching (IPLS) – standard only	
X	AT&T Consulting Services	AW
X	Cabling	AW
	Telecom Expense Management Service (TEMS)	
	AT&T Switched Ethernet (ASE)	
	International Mobile Terminations	
	Opt-E-Wan	
	UCaaS (Unified Communications as a Service)	