



Contract Number

19-393 A-1

SAP Number

Information Services Department

Department Contract Representative Adrian Danczyk
Telephone Number (909) 388-0534

Contractor CenturyLink Communications, LLC
Contractor Representative Eric Grollman
Telephone Number (310) 951-8451
Contract Term 7/1/2019 – 6/30/2024
Original Contract Amount \$2,000,000
Amendment Amount \$450,000
Total Contract Amount \$2,450,000
Cost Center 1200804020

Briefly describe the general nature of the contract: Approve Amendment No. 1 to Contract No. 19-393 with CenturyLink Communications, LLC to add new rates for countywide internet access services and increase the not-to-exceed amount by \$450,000 for a total not-to-exceed amount of \$2,450,000, with no change to the contract period of July 1, 2019, through June 30, 2024.

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ Bonnie Uphold, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

▶ _____

Date _____

Reviewed/Approved by Department

▶ _____

Date _____

**AMENDMENT TO
CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

This Amendment No. ONE is between **CenturyLink Communications, LLC** (“CenturyLink”) and **COUNTY OF SAN BERNARDINO** (“Customer”). It amends the applicable Master Service Agreement – State, Local and Education Government Agencies Version (Contract ID 1228240), as determined by CenturyLink records and as may have been previously amended (the “Agreement”). It is effective on the date the last party signs it (the “Amendment Effective Date”). This Amendment provides the terms and conditions applicable to Customer’s purchase of products and services identified in this Amendment (“Services”) from CenturyLink. Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement. CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before September 18, 2020 (“Cutoff Date”).

1. Modifications to Pricing.

1.1 The rates for the Domestic CenturyLink iQ Networking Service set forth in Pricing Addendum A of the Domestic CenturyLink iQ Networking Service Exhibit are amended to:

- (a) Add the new rates and/or locations set forth below. All existing rates and/or locations remain unchanged.

Tiered 10G Ethernet (10,000 Mbps) Internet Port Other Access	Install NRC*	Net Rate MRC
5000 Mbps	\$20,000.00	\$2,550

*NRCs above are waived in accordance with the Service Exhibit or applicable Pricing Attachment.

1.2 Addition to Local Access. The following will be added to the “Monthly Recurring Cost – Local Access” column of the Domestic CenturyLink iQ Networking section of Pricing Addendum A of the Agreement:

NPA/NXX Or CLLI	Loop Tracking ID	Service Address <i>(include exact building, floor, and/or room/suite used for Loop Tracking ID)</i>	Type of Local Access	Service Term in months <i>(per Service)</i>	Circuit Speed <i>(If Ethernet, include if FastE or GigE at customer premise)</i>	Local Access Net Rate MRC	Install NRC
760/995	2018061CMEINHA	15900 SMOKETREE ST. Hesperia, CA 92345	OWS-LAN-PHY Leased Access	12 months	10,000	\$4,650.00	\$0.00*

*The Leased NRC Waiver described in Section 5 of the Local Access Pricing Attachment of the Agreement will apply to the circuits listed above.

1.3 Billing Change Date. Except for Services provided by CenturyLink affiliate Level 3 Communications, LLC (“Level 3”), any changes to pricing of Customer’s existing Services will be effective on the second full billing cycle following the Amendment Effective Date (“Billing Change Date.”) See the Level 3 Order for pricing and price changes for Level 3 Services.

2. Miscellaneous. All other terms and conditions in the Agreement will remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter, and if there are any inconsistencies between the two documents, the terms of this Amendment will control. This Amendment may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

**AMENDMENT TO
CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

CENTURYLINK COMMUNICATIONS, LLC

COUNTY OF SAN BERNARDINO

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date

<i>FOR INTERNAL CENTURYLINK REFERENCE</i>
Contract ID(s) of Agreement being amended: 1228240

ORDER ADDENDUM
For Services Provided by Level 3 Communications, LLC

This Order Addendum is between **Level 3 Communications, LLC** ("CenturyLink") and **COUNTY OF SAN BERNARDINO** ("Customer") and modifies Renewal Order Form Transaction ID: 93105-12-01 that Customer is executing and delivering contemporaneously with execution of this Order Addendum and in the form attached as Exhibit A (the "Order"). This Order Addendum is effective on the date the last party signs it. Except as set forth in this Order Addendum, capitalized terms will have the definitions assigned to them in the applicable underlying agreement.

1. The following Section 5 is added to the Order:

The Service identified in the Order shall be governed by and subject to Contract No. 19-393 between Customer and CenturyLink Communications, LLC, effective on May 21, 2019, as amended (the "Agreement") and the applicable Service Schedule attached to the Agreement. The Agreement will control over any conflicting terms in the Order. The CenturyLink invoicing entity is the entity providing Services. If the affiliate in this Order is different from the contracting affiliate, Customer will accept and pay all invoices from the affiliate listed in this Order. Notwithstanding anything to the contrary, CenturyLink will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. CenturyLink will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term of the Order, Service will continue month-to-month (unless prohibited under the Agreement), and rates are subject to change upon 30 days' notice from CenturyLink, provided that the Service Term of the Order may not exceed the Term of the Agreement.

All other terms and conditions in the Order will remain in full force and effect and be binding upon the parties. This Order Addendum will only apply to the Order(s) identified above and will not apply to any other orders. If there is a conflict between this Order Addendum and the Order(s), the terms of this Order Addendum will govern. By signing below, each party acknowledges that it has read, understood, and accepts the terms and conditions set forth in this Order Addendum.

LEVEL 3 COMMUNICATIONS, LLC

COUNTY OF SAN BERNARDINO

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date

ORDER ADDENDUM
For Services Provided by Level 3 Communications, LLC

EXHIBIT A-Renewal Order Form Transaction ID: 88029-48-01

Renewal Order Form

Customer Name: County of San Bernardino
BusOrg ID: 2-F38QP1
Transaction ID: 93105-12-01
Requestor: Loria, Regina (Regina)

Billing Account Number: 5-XLBGLGQX

Currency: USD

A Location Address (SCID)	Z Location Address (SCID)	Line Item Description	Product	PIID	SCID	Current Pricing Term Expiration	New Pricing Term Length (Months)	On Net/ Off Net	Current Burstable	New Burstable	Current MRC	New MRC
670 E GILBERT STREET, SAN BERNARDINO, CA, UNITED STATES, 92415	14452 FRANKLIN AVENUE, TUSTIN, CA, UNITED STATES, 92780	Access 10GE	Dedicated Internet Access (DIA)	440846965	332763456**SW	06-Apr-20	12	On_Net			\$517.34	\$427.94
670 E GILBERT STREET, SAN BERNARDINO, CA, UNITED STATES, 92415		IP Logical Flat Rate	Dedicated Internet Access (DIA)	440846965	332763457**SW	06-Apr-20	12				\$4,620.00	\$3,435.43
670 E GILBERT STREET, SAN BERNARDINO, CA, UNITED STATES, 92415		Fixed Port 10GE	Dedicated Internet Access (DIA)	440846965	332763458**SW	06-Apr-20	12				\$0.00	\$0.00
											\$5,137.34	\$3,863.38

Summary of Monthly Recurring Charges

Billing Account Number: 5-XLBGLGQX

Currency:	USD
Total New MRC:	\$3,863.38
Total Savings:	\$1,273.96
Total Savings (%):	24.80 %

Terms and Conditions

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by CenturyLink, as set forth in section 2. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to CenturyLink) this renewal order and returning it to CenturyLink. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified. The Services identified in this renewal order are renewed subject to the terms and conditions of the Master Service Agreement or Affiliate Agreement governing the Services during their initial term, to the extent not in conflict with these terms. At the expiration of the Service Term, Service will continue month-to-month and rates are subject to change upon 30 days' notice from CenturyLink.

2. Customer-signed renewal order must be received by CenturyLink at least 15 calendar days prior to the start of the next full invoice cycle for the rates to be effective on that following invoice. Otherwise, rates will be effective as of the second full monthly invoice for such Services following receipt by CenturyLink. Acceptance of this renewal order will be evidenced by CenturyLink's implementation of rates or other changes set forth herein.

3. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary, or punitive damages arising out of the performance or failure to perform under this renewal order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

4. This renewal order is confidential and may not be disclosed to third parties.

Customer Name: _____

Customer Signature: _____

Date: _____

Renewal Pricing Expires On: 16-Nov-20

ORDER ADDENDUM
For Services Provided by Level 3 Communications, LLC

This Order Addendum is between **Level 3 Communications, LLC** ("CenturyLink") and **COUNTY OF SAN BERNARDINO** ("Customer") and modifies Order No. **SM1482158** that Customer is executing and delivering contemporaneously with execution of this Order Addendum and in the form attached as Exhibit A (the "Order"). This Order Addendum is effective on the date the last party signs it. Except as set forth in this Order Addendum, capitalized terms will have the definitions assigned to them in the applicable underlying agreement.

1. Section 4 of the Order is deleted in its entirety and replaced with the following:

The Service identified in the Order shall be governed by and subject to Contract No. 19-393 between Customer and CenturyLink Communications, LLC, effective on May 21, 2019, as amended (the "Agreement") and the applicable Service Schedule attached to the Agreement. The Agreement will control over any conflicting terms in the Order. The CenturyLink invoicing entity is the entity providing Services. If the affiliate in this Order is different from the contracting affiliate, Customer will accept and pay all invoices from the affiliate listed in this Order. Notwithstanding anything to the contrary, CenturyLink will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. CenturyLink will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term of the Order, Service will continue month-to-month (unless prohibited under the Agreement), and rates are subject to change upon 30 days' notice from CenturyLink, provided that the Service Term of the Order may not exceed the Term of the Agreement.

All other terms and conditions in the Order will remain in full force and effect and be binding upon the parties. This Order Addendum will only apply to the Order(s) identified above and will not apply to any other orders. If there is a conflict between this Order Addendum and the Order(s), the terms of this Order Addendum will govern. By signing below, each party acknowledges that it has read, understood, and accepts the terms and conditions set forth in this Order Addendum.

LEVEL 3 COMMUNICATIONS, LLC

COUNTY OF SAN BERNARDINO

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date

ORDER ADDENDUM
For Services Provided by Level 3 Communications, LLC

EXHIBIT A-Order No. SM1427556

Customer Information and Contract Specifications

Customer Name: County of San Bernardino (CA)
Account Number: 3-A75912

Currency: USD
Monthly Recurring Charges (MRC): \$10,705.00
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
670 E GILBERT ST SAN BERNARDINO CALIFORNIA 92415 0912 UNITED STATES	DDoS Mitigation Service	New	co-term to 8/31/2021	1	\$9,200.00	\$0.00	\$9,200.00	\$0.00
	- Service Provider = Level 3							
	- Clean Bandwidth = 4 Gbps							
	- Protection Type = On-Demand							
	Subtotal						\$9,200.00	\$0.00
670 E GILBERT ST SAN BERNARDINO CALIFORNIA 92415 0912 UNITED STATES	DDoS Mitigation Site	New	co-term to 8/31/2021	1				
	- Service Type = Internet Direct							
	DDoS Clean Traffic Return Path			1	\$516.00	\$0.00	\$516.00	\$0.00
	Flow Based Monitoring			1	\$387.00	\$0.00	\$387.00	\$0.00
	Subtotal						\$903.00	\$0.00
15900 SMOKE TREE ST HESPERIA CALIFORNIA 92345 3222 UNITED STATES	DDoS Mitigation Site	New	co-term to 8/31/2021	1				
	- Service Type = GRE							
	DDoS Clean Traffic Return Path			1	\$215.00	\$0.00	\$215.00	\$0.00
	Flow Based Monitoring			1	\$387.00	\$0.00	\$387.00	\$0.00
	Subtotal						\$602.00	\$0.00
	Totals						\$10,705.00	\$0.00

Terms and Conditions Governing This Order

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by CenturyLink, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to CenturyLink) this document and returning it to CenturyLink. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. Prior to installation, CenturyLink may notify Customer in writing (including by e-mail) of price increases due to off-net

vendors. Customer has 2 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. Unless otherwise agreed by the Parties in writing the demarcation point for on-net services will be CenturyLink's Minimum Point of Entry (MPOE) at such location (as determined by CenturyLink). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, CenturyLink is not liable for such services.

4. The Service identified in this Order is subject to the CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between CenturyLink Communications, LLC and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a CenturyLink Master Services Agreement with CenturyLink Communications, LLC but has executed a services agreement for applicable services with an affiliate of CenturyLink ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If CenturyLink and Customer have not executed a CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, CenturyLink's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The CenturyLink invoicing entity is the entity providing Services.

Notwithstanding anything in any Affiliate Agreement to the contrary, CenturyLink will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. CenturyLink will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from CenturyLink. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than CenturyLink's uncured default or if CenturyLink terminates due to Customer's uncured default, then Customer will pay CenturyLink's standard early termination liability charges as identified in CenturyLink's ancillary charge summary, a copy of which is available upon request. "Affiliate Agreement" for CenturyLink Communications, LLC or any companies that were affiliates of CenturyLink Communications, LLC before the merger between CenturyLink and Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement, for non-government customers (each, a CenturyLink Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from CenturyLink will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by CenturyLink, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a CenturyLink provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to CenturyLink that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change

by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.centurylink.com/taxes.

8. Customer will pay CenturyLink's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside CenturyLink's standard interval duration (available upon request or at <https://MyLevel3.net>) and (b) ancillary charges for additional activities, features or options as set forth in CenturyLink's ancillary charge summary, a copy of which is available upon request. If CenturyLink cannot complete installation due to Customer delay or inaction, CenturyLink may begin charging Customer and Customer will pay such charges.

9. Equipment provided by CenturyLink to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum, a copy of which is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Level 3 Internet Services provided in certain countries in the Asia-Pacific region where CenturyLink does not currently hold a license to provide such Services, Customer consents to CenturyLink providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints CenturyLink as its agent to the extent necessary to obtain such Service. CenturyLink's affiliate is licensed in Hong Kong, Japan, Singapore and Australia.

Additional Order Terms

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on the Customer's invoice by location served.

Activation Support

If requested by Customer, and for an additional charge assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point may be provided ("Activation Support").

Signature Block

Customer: County of San Bernardino (CA)
Total MRC: \$10,705.00 Total NRC: 0
Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Document No. DOC-0000823000
Scenario: SM1482158



Document Generation Date: 08-19-2020

Order Addenda
(Incentive Credit – Entire Order)

This Order Addenda is entered as of the last date of signature below between CenturyLink Communications, LLC or its affiliate (“CenturyLink”) and COUNTY OF SAN BERNARDINO (“Customer”) and modifies Customer Order Number SM1482158 attached hereto as Exhibit A (the “Order”) as specifically set forth herein. Capitalized terms used but not defined below have the meaning set forth in Customer’s agreement as identified in the Order.

1. This Order Addenda entitles Customer to the Incentive Credit for Services ordered by Customer under such Order (the “Relevant Services”). The “Incentive Credit” shall be a credit on Customer’s invoice equal to \$10,705.50 which is the Monthly Recurring Charges (MRC) amount for a single month associated with the Relevant Services reflected in the Order. Customer is entitled to [1] Incentive Credit for a total of \$10,705.50. The Incentive Credit will be applied within 30 days of the 1st month following the installation and billing of all Relevant Services in the Order. Taxes, fees, surcharges, non-recurring charges, and/or usage charges are not included in the Incentive Credit.

2. In the event of Customer’s cancellation (pre-installation), termination and/or downgrade of any of the Relevant Services during the Service Term for any reason other than CenturyLink’s uncured default, any previously applied Incentive Credits shall be invoiced by CenturyLink and paid by Customer, in addition to any other termination liability that may apply. All Relevant Services under the Order must be installed for the Incentive Credit to be provided. To be valid, this Order Addenda and the Order at issue must be executed by Customer contemporaneously. Except as set forth herein, all terms in the Order remain in full effect.

Signed by CenturyLink: Signature: _____ Printed Name: _____ Title: _____ Date: _____	Signed by Customer: Signature: _____ Printed Name: _____ Title: _____ Date: _____
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EXHIBIT A
ORDER

{attach Order described in Order Addenda}