

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number
15-660 A-2

SAP Number

Level 3 Communications, LLC

Department Contract Representative	Lea Radimaker
Telephone Number	(909) 388-0672
Contractor	Level 3 Communications, LLC (CenturyLink subsidiary)
Contractor Representative	Kevin Sangiovanni
Telephone Number	(562) 335-5168
Contract Term	9/1/2019 through 8/31/2020
Original Contract Amount	\$681,444
Amendment Amount	\$0
Total Contract Amount	\$681,444
Cost Center	1200804020

Briefly describe the general nature of the contract: This agreement exercises the second of two one-year options to extend with Level 3 Communications, LLC to provide internet access at the County's primary site—Gilbert Street, San Bernardino—for a period of one year, from September 1, 2019 through August 31, 2020.

FOR COUNTY USE ONLY

Approved as to Legal Form

► 
Bonnie Uphold, County Counsel

Date 7-26-19

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____
Jennifer Hilber, CIO

Date _____

ADDENDUM TO
SERVICE ORDER DOCUMENT NO. DOC-0000669044

This Addendum ("Addendum") (i) is entered into by and between LEVEL 3 COMMUNICATIONS, LLC ("Level 3") and the County of San Bernardino ("Customer"), and (ii) modifies Customer Quote/Order Document Number DOC-0000669044 to be signed by Customer at the same time as this Addendum (the "Customer Order"), a copy of which is attached and incorporated by reference. This Addendum is effective as of the date executed by both parties.

WHEREAS, the parties wish to renew services initially provided under customer order no. 2506253;

AND, WHEREAS, the parties wish to amend the Customer Order as set forth in this Addendum;

NOW THEREFORE, the parties agree to modify the Customer Order in the following limited respects:

- I. Installation. The parties agree that DIA and DDOS Services should be installed and the Service Term should begin upon completion of Level 3's infrastructure migration, which is scheduled to occur by November 30, 2019. However, regardless of when the Services are installed and the Service Term begins, the Service Term for the DIA and DDOS Services will expire on August 31, 2020.
2. Customer Order Terms and Conditions:
 - a. Section 1 of the Customer Order Terms and Conditions shall be deleted in its entirety and replaced with the following: "This Customer Order may not be disclosed to third parties except as required by law or judicial process and is non-binding until accepted by Level 3 as set forth in section 4."
 - b. Section 2 of the Customer Order Terms and Conditions shall be modified such that the words, "Prior to the installation," in the first line shall be deleted and replaced with the words "Prior to the execution of this Customer Order by Customer, "
 - c. Section 6 of the Customer Order Terms and Conditions shall be modified such that the sentence, "Such election will apply prospectively only, and will apply to all Intrastate Services stated in this Customer Order." shall be added.
3. Limited to Relevant Customer Order. The parties acknowledge and agree that this Addendum shall apply to the Customer Order and shall have no applicability to any other order(s) that Customer may have otherwise submitted or may submit to Level 3 in the future. All other Terms and Conditions will remain in effect.

These terms and conditions have been read, are understood, and are hereby accepted.

ADDENDUM TO
SERVICE ORDER DOCUMENT NO. DOC-0000669044

LEVEL 3 COMMUNICATIONS, LLC ("Level 3")

By 

Name Kevin Sangiovanni on behalf of Susan Baker

Title Sr Acct Director

Date 7/15/19

COUNTY OF SAN BERNARDINO

By 

Name Curt Hagman

Title Chairman, Board of Supervisors

Date AUG 06 2019

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By 

Deputy



Customer Information and Contract Specifications

Customer Name: County of San Bernardino
Account Number: 2-F38QP1

Currency: USD
Monthly Recurring Charges (MRC): \$7,182.00
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 UNITED STATES 92415 0912	Service ID: BCZZ9084 DDoS Mitigation Service BCZZ9084	Modify	12	1	\$6,992.00	\$0.00	\$6,992.00	\$0.00
	- Service Provider = Level 3 - Clean Bandwidth = 4 Gbps - Protection Type = On-Demand							
	Level 3 - DDoS Additional Protected Subnets BBPX23714 - Block Quantity (per Quantity of 16 /24 subnets) = 15			1	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal						\$6,992.00	\$0.00
670 E GILBERT ST SAN BERNARDINO CALIFORNIA UNITED STATES 92415 0912	Service ID: 440940789 DDoS Mitigation Site 333082864	Modify	co-term to 10/7/2020	1				
	- Service Type = GRE							
	DDoS Clean Traffic Return Path BBPX23713			1	\$190.00	\$0.00	\$190.00	\$0.00
	Flow Based Monitoring BBPX23715			1	\$0.00	\$0.00	\$0.00	\$0.00
	Subtotal						\$190.00	\$0.00
	Totals						\$7,182.00	\$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. If a generic demarcation point (such as a street address) is provided, 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.

Document No. DOC-0000669044
Scenario: SM1092471

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.

v. March 4 2019

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
Signature:	
Name:	Curt Hagman
Title:	Chairman, Board of Supervisors
Date:	AUG 06 2019

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

Document Generation Date: 07-10-2019

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD
LYNNA MONELL
Clerk of the Board of Supervisors
of the County of San Bernardino

By

Deputy