



Dave Devore
Interim Director

Technology Services

121 Library Court Oregon City, OR 97045

Board of County Commissioners
Clackamas County

Members of the Board:

Approval of a Contract with CenturyLink Communications LLC dba Lumen Technology Group for Enterprise Voice Services

Purpose/ Outcomes	To establish an MSA with CenturyLink Communications dba Lumen Technology Group that will support the Enterprise Telecommunications Network connections to the Public Switched Telephone Network (PSTN) and provide enhanced services. This solution is used in all Clackamas County buildings and offices.
Dollar Amount and Fiscal Impact	The total compensation not to exceed \$840,000.00 over the life of the Contract. This equates to \$168,000 / yr.
Funding Source	747-18-1803-180302-42310-1801010091 This is currently budgeted and funded by TS – Telecom
Duration	From execution though September 15, 2026
Previous Board Action	None
Strategic Plan Alignment	<ol style="list-style-type: none"> 1. Build a strong infrastructure. 2. Build public trust through good Government.
Procurement Review	Was this item processed through Procurement? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no If no, provide a brief explanation:
Counsel Review	Reviewed Date: 10-13-2021 ARN
Contact Person	Dave Devore 503.723.4996 / Ron Sandner 503.655.8828
Contract #	3822

Background:

Technology Services (TS) currently utilizes communication services from CenturyLink Communications dba Lumen Technology Group for all connections to the public switched telephone network (PSTN). These connections and solutions support an Enterprise Telecommunications Network that is used in all County buildings and offices. The connections provide a state of the art, best in class hybrid approach for communications in the County. TS is continually evaluating communication needs and determined that working with CenturyLink on a new MSA would allow for more and enhanced services at the same cost. In addition the enhanced services allow TS to provide better Continuity of Operations (COOP) planning for all County Departments.

The communication services currently fall within TS – Telecom budget parameters and would continue to do so. For these reasons and others, TS is requesting approval of the contract with CenturyLink Communications LLC dba Lumen Technology Group for Enterprise Voice Services. Technology Services will regularly monitor the County’s business needs, technology solutions,

budgetary priorities, and other factors to determine whether other voice services solutions would be of benefit to the County.

Procurement Process:

Approval of this purchase is being requested under the Local Contract Review Board Rule C-046-0400, Authority of Cooperative Procurements. The purchase is from cooperative contract #AR2474 with NASPO Value Point and Enterprise Voice SIP Service Schedule through the State of Washington Participating Addendum #05116 with CenturyLink Communications LLC, dba Lumen Technology Group. A Notice of Intent to Purchase was issued on July 14, 2021. No comments were received by the time of closing on July 22, 2021.

Recommendation:

Staff respectfully recommends that the Board approve and execute the Contract with CenturyLink Communications LLC, dba Lumen Technology Group for the Enterprise Voice Services. Staff further recommends the Board delegate authority to the Technology Services Interim Director to sign agreements necessary in the performance of this agreement.

Respectfully,



David Devore
Interim Director
Clackamas County Technology Services

Placed on the Agenda of _____ by the Procurement Division

**CLACKAMAS COUNTY
GOVERNMENTAL CONTRACTING ADDENDUM
Contract #3822**

This Oregon Governmental Contracting Addendum ("Addendum") is entered into by Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of its Technology Services department and **CenturyLink Communications LLC, dba Lumen Technology Group** ("Contractor"). This Addendum shall be attached to, and incorporated into Statement of Work. The NASPO Value Point Master Agreement # AR2474 and the Enterprise Voice SIP Service Schedule in the State of Washington Participating Addendum # 05116 collectively comprise the "Vendor Agreement" referenced herein. As used below, "Contract" means this Addendum and the Statement of Work. To the extent there is any conflict between the Addendum and the Vendor Agreement, the terms of this Addendum shall control.

- A. Term.** This Contract shall become effective upon signature of both parties. Unless earlier terminated or extended, this Contract shall expire on **September 15, 2026**.
- B. County Contract Administrator.** The County Contract Administrator for this Contract is **Ron Sander**.
- C. Compensation:** In consideration for Contractor providing the package of Voice Complete / SIP / ISDN services to the County and retain County's PRI connections on all voice servers, County shall pay Contractor at the rates for services set forth in Contractor's proposal, attached hereto as Exhibit A and incorporated by this reference herein. The estimated monthly expenses, including taxes are \$14,000. The total Contract compensation shall not exceed **\$840,000.00**, inclusive of taxes, fees, and surcharges, which amount is based on the parties' best estimate of total costs. Notwithstanding the foregoing, County shall be responsible for monitoring the total contract compensation and, in the event the total spending under the Statement of Work nears the stated not-to-exceed amount, or if future funds are not appropriated after the fiscal year in which this Contract is executed, County shall notify Contractor and the parties shall negotiate, in good faith, to either amend this Contract to add additional compensation or to terminate this Contract.
- D. Invoices and Payments.** Invoices shall be submitted to: Ron Sandner via email at ronaldsan@clackamas.us and [Stephanie Cry via email at scry@clackamas.us](mailto:StephanieCry@clackamas.us).
- E. [Reserved for Numbering.]**
- F. Debt Limitation.** The Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- G. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
1. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
 2. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
 3. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 4. As applicable, Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.

H. [Reserved for Numbering.]

I. [Reserved for Numbering.]

J. [Reserved for Numbering.]

K. **Tax Compliance.** Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.

L. [Reserved for Numbering.]

M. **Dispute Resolution.** No attorney fees shall be paid for or awarded to either party in the course of any dispute, indemnification, or other recovery. It is the intent of the parties that each shall bear the costs of its own legal counsel. Any requirements contained in this Contract waiving a right to a jury trial or requiring binding arbitration are void.

N. **Records.** Subject to Section 26, Records Administration and Audit, of the Vendor Agreement, any documents that are requested to be maintained as confidential by either party shall only be maintained as confidential to the extent permitted by the Oregon Public Records Law, ORS Chapter 192.

O. **Subcontractors.** Contractor shall ensure that its subcontractors, if any, comply with the requirements of this Addendum.

P. **Counterparts.** This Addendum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

Q. **Waiver.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

By their signatures below, the parties to this Addendum agree to the terms, conditions, and content expressed herein.

**CenturyLink Communications, LLC
dba Lumen Technology Group**

Clackamas County

Steve Ameson

Authorized Signature _____ Date _____

Manager - Offer Management

Name/Title (Printed) _____

Chair _____

Recording Secretary _____ Date _____

Approved As To Form:

**Andrew
Naylor**

Digitally signed by
Andrew Naylor
Date: 2021.10.13
15:53:53 -0700'

10-13-2021

Clackamas County Counsel _____ Date _____

Statement of Work ("SOW")

Customer: Clackamas County

CONTACT INFORMATION

Customer: Clackamas County

Telecom

For CenturyLink administrative purposes:

Customer's Oregon Cooperative Procurement Program ("ORCPP") Agency #: C01010

Customer's Master Contract Use Agreement ("MCUA") Organization #: 60300

Address: 168 Warner Milne Rd
Oregon City, OR 97045

Job Number:

Customer Primary Contact

Name: Ronald Sandner
Address: 168 Warner Milne Rd
Oregon City, OR 97045
Telephone: 503-655-8828
Email: ronaldsan@clackamas.us

CenturyLink Primary Contact:

Name: Fay Benagni
Address: 310 SW Park Ave 7FL
Portland OR 97205
Telephone: 971-346-4076
Email: fay.benagni1@lumen.com

Customer Billing/Accounts Payable

Name: Ronald Sandner
Address: 168 Warner Milne Rd
Oregon City, OR 97045

CenturyLink Services Billing

Name: CenturyLink Business Services
Address: P.O. Box 52187, Phoenix, AZ 85072-2187

Telephone: 503-655-8828

Telephone: 1-800-860-1020

Fax:

Website: <https://controlcenter.centurylink.com>

Email: ronaldsan@clackamas.us

Agreement Pramata ID # 1068385
Quote Number: Q-01178099 and #12476292

This Statement of Work ("SOW") sets forth the scope of work and terms and conditions of the Services to be provided to Clackamas County ("Customer") by CenturyLink Communications, LLC ("CenturyLink"). This SOW is subject to and governed by the terms and conditions of the NASPO Value Point – Cloud Solutions contract (Master Agreement # AR2474), the applicable Service attachments, including the Managed Enterprise with Cisco Meraki Service Exhibit, the Rental CPE Service Exhibit, the Enterprise Voice SIP Based Services Service Schedule, and the MPLS (IPVPN and VPLS) VPN Service Schedule, and the State of Washington Participating Addendum (Contract #05116) by and between the State of Washington and CenturyLink (collectively, the "Agreement"). Contract expires on September 15, 2026, unless earlier terminated or extended in accordance with the terms and conditions of the Master Agreement #AR2474. Capitalized terms not defined in this SOW are defined in the Agreement. This SOW shall constitute an Order under the Agreement.

Scope. The scope of this project is to provide a Software-as-a-Service solution to Customer locations, and additional ancillary Services available under Contract #05116 and the Master Agreement #AR2474. The specific Services are as priced on the Quotes and Orders attached to this SOW and incorporated by reference. Customer will purchase the Services by executing the Quotes and Orders with CenturyLink that reference and are subject to this SOW. The parties stipulate that no statewide IT or security policies from either the State of Oregon or State of Washington, including those referenced in Section 3.7 of Contract #05116 shall apply to the Services offered under this SOW. CenturyLink provides the Services subject to the general security standards set forth in Master Agreement # AR2474 and as described in any applicable Service terms and conditions or end user license agreement terms.

Customer Eligibility. Customer agrees and acknowledges that it is eligible to purchase subject to the Agreement as an eligible Purchasing Entity under the *Interstate Cooperative Agreement for Joint Participation in Each State's Purchasing Program* (the "Interstate Cooperative Agreement") by and between the State of Washington Department of Enterprise Services ("DES") and the State of Oregon Department of Administrative Services ("DAS") because Customer is a member of the Oregon Cooperative Procurement Program ("ORCPP"). Customer additionally agrees and acknowledges that its purchase under this SOW satisfies all requirements under applicable procurement laws, including Oregon Revised Statutes Chapter 279.

Customer: Clackamas County

CenturyLink Communications, LLC

Authorized Signature

Steve Arneson
STEVE ARNESON, PART 13, SEC 13.0A (C/L)

Authorized Signature

Name Typed or Printed

Steve Arneson

Name Typed or Printed
Offer Management

Title

Title
10/13/2021

Date

Date

Agreement Pramata ID # 1068385
Quote Number: Q-01178099 and #12476292

See attached quotes:

- 1) Managed Cisco Meraki / Quote #Q-01178099
- 2) Voice Complete / Quote #12476292
- 3) Summary of Estimated Order Total

NOTE: This Summary is included for illustrative purposes only and is subject to change based on final orders placed by Customer.

SUMMARY OF ESTIMATED ORDER TOTAL

(see individual Order Forms incorporated into SOW for detailed order totals)

THIS SUMMARY IS FOR ILLUSTRATIVE PURPOSES ONLY AND IS SUBJECT TO CHANGE BASED ON FINAL ORDERS PLACED BY CUSTOMER.

SERVICE DESCRIPTION/SERVICE ADDRESS	MRC	Qty	MRC (5-year Term)	NRC	ADDITIONAL NOTES
20M IPVPN 150 Beaver creek Rd, Oregon City OR 97045	\$617.47	1	\$617.47	\$0.00	
20M IPVPN 9101 SE Sunnybrook Blvd, Clackamas OR 97015	\$617.47	1	\$617.47	\$0.00	
TDM PRI T1 150 Beaver creek Rd, Oregon City OR 97045	\$201.89	6	\$1,211.34	\$0.00	
TDM PRI T1 821 Main St, Oregon City OR 97045	\$201.89	2	\$403.78	\$0.00	
TDM PRI T1 2200 Kaen Rd, Oregon City OR 97045	\$201.89	2	\$403.78	\$0.00	
TDM PRI T1 9101 SE Sunnybrook Blvd, Clackamas OR 97015	\$201.89	2	\$403.78	\$0.00	
TDM PRI T1 902 Abernethy Rd, Oregon City OR 97045	\$201.89	1	\$201.89	\$0.00	
Cisco Meraki Cellular Failovers MX67C Advanced	\$550.00	1	\$550.00	\$0.00	
Access Subtotal			\$4,409.51	\$0.00	
Concurrent Call Paths	\$10 .00	322	\$3,220.00	\$0.00	
Telephone Number (DIDs)	\$0.18	3,990	\$718.20	\$0.00	
Mobility per DID	\$1.80	1	\$1.80	\$0.00	
Long Distance Minutes (100,000 Block)	\$900.25	1	\$900.25	\$0.00	
*Long Distance Minutes 44K overage (per minute)	\$0.01	44,000	\$440.00	\$0.00	*estimated number of minutes varies depending on usage
Toll Free Number	\$3.00	2	\$6.00	\$0.00	
Voice Subtotal			\$5,286.25	\$0.00	
Estimated Totals			\$9,695.76	\$0.00	



Customer Name: CLACKAMAS COUNTY - OR

Order #: Q-01178099

Order Generation Date: 9/15/2021 8:21:39 AM

Cutoff/Expiration Date: 10/30/2021

Currency: USD

Customer Information	Account Information	Prepared By
Name: CLACKAMAS COUNTY - OR Primary Contact: Ron Sandner Primary Contact Phone: (503) 655-8828 Primary Contact Email: ronaldsan@clackamas.us Billing Contact: Billing Contact Phone: Billing Contact Email:	BPID: 611494 Billing Account: Billing Address: 168 Warner Milne Rd Oregon city, OR 97045 Contract ID#: New (Internal Use Only)	Name: Fay Benagni Phone: (971) 346-4076 Email: fay.benagni1@lumen.com

Order

Pricing Table

Product	Qty	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
Managed Enterprise with Cisco Meraki	1	168 WARNER MILNE RD OREGON CITY OR 97045			60 Months	\$0.00	\$0.00	
	5		Security Appliance: MX67C - Advanced Security	Device + Mgmt.	60 Months	\$550.00	\$0.00	
Service Sub Total:						\$550.00	\$0.00	

"Terms and Conditions for Managed Enterprise with Cisco Meraki"

Lumen provides Managed Enterprise with Cisco Meraki under the Managed Enterprise with Cisco Meraki and Rental CPE Service Exhibits. The quantity of the Service Packages ordered for each device type is reflected in the "Qty" column in the table above. The corresponding MRC represents the total price of all the Service Packages ordered at that location for that device type. The individual Service Package MRC can be determined by dividing the MRC by the number in the corresponding "Qty" column.

If Customer elects to add Optional Additional Services later, the pricing for those services is provided below.

Optional Additional Service MRC	MRC
Systems Manager ¹	\$1.80

¹ Licenses are priced per end user device (i.e. laptop, mobile phone, tablet, etc.) enrolled in the service.

Service(s) Total for Services priced in this Order		
	Monthly Recurring Charges (\$)	Non-Recurring Charges (\$)
Total	\$ 550.00	\$ 0.00

1. SLED TERMS AND CONDITIONS GOVERNING THIS ORDER

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. This Order is subject to the applicable state or municipal public records laws governing Customer and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen.

2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; 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 Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). 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, Lumen is not liable for such services.

4. The service(s) identified in this Order (the "Service(s)") is/are subject to the current, unexpired services agreement between Customer and Lumen ("Existing Agreement") provided that, if a service attachment describing the Services is not included in the Existing Agreement, then the current standard applicable Lumen Service Attachment(s) will apply in addition to the Existing Agreement. If Customer and Lumen do not have a current Existing Agreement, then the current applicable Lumen Master Service Agreement(s), State, Local and Education Government Agencies Version, Public Safety Version for public safety services, or E-Rate Version for E-Rate eligible services (each, a "Lumen MSA"), and applicable Service Attachment(s) for the Services described in this Order, will govern, copies of which are available upon request. Customer will accept and pay all charges indicated on invoices for the Services.

Notwithstanding anything in any Existing Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Exhibit/Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. If the Existing Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the then standard applicable Service Exhibit(s)/Service Schedule(s). If such Service Exhibit(s)/Service Schedule(s) does not contain early termination charges, Customer will pay Lumen's standard early termination charges described in its then standard applicable Lumen MSA.

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 Lumen 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 Lumen, 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 Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen 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 per month property tax surcharge and (b) a per month cost recovery fee to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen 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.lumen.com/taxes or the RSS, if indicated by the applicable Service Exhibit(s)/Service Schedule(s).

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>) and (b) unless otherwise set forth in a Service Attachment, the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. Charges/Orders. Despite anything to the contrary, NRCs are NOT waived unless this Order expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or shown in the "Waived NRC" column in the above table(s)



Customer Name: CLACKAMAS COUNTY - OR

Order #: Q-01178099

Order Generation Date: 9/15/2021 8:21:39 AM

Cutoff/Expiration Date: 10/30/2021

Currency: USD

despite anything to the contrary. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existingService, cancellation charges may apply as set forth in the Agreement.

10. Compliance with Laws. The parties comply with all laws and regulations applicable to the execution of this Order and to the provision of Services by Lumen, including, as applicable, procurement laws or regulations regarding cumulative purchases of Services by Customer.

11. E-Rate and/or RHC/HCF Funding. If Customer applies for or seeks E-Rate and/or RHC/HCF funding for the Service(s) to be provided under this Order, Customer's Service(s) will be governed by a current eligible Existing Agreement, or if Customer and Lumen do not have a current eligible Existing Agreement, the Lumen E-Rate MSA or Lumen SLED MSA with the E-Rate and/or RHC/HCF Program Addendum will apply and must be executed contemporaneously with this Order.

12. Order Addendum attached to this Order is incorporated into these Order Terms and Conditions.

Customer: CLACKAMAS COUNTY - OR
 <hr/> Authorized Signature
Name Typed or Printed
Title
Date

ORDER ADDENDUM
For Services Provided by CenturyLink Communications, LLC

This Order Addendum is between CenturyLink Communications, LLC on behalf of itself and its affiliates ("CenturyLink") and Clackamas County ("Customer") and modifies Quote No. Q-01178099 that Customer is executing and delivering contemporaneously with execution of this Order Addendum as included with the Statement of Work (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 2 is deleted in its entirety and replaced with the following:

"2. Notwithstanding anything to the contrary in the Agreement, prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 30 business days following notice to terminate this Order without liability; otherwise, Customer is deemed to accept the increase."

2. Section 3 is deleted in its entirety and replaced with the following:

"3. Unless otherwise agreed by the parties in writing, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE). 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, Lumen is not liable for such services."

3. Section 4 is deleted in its entirety and replaced with the following:

"4. Unless otherwise stated herein, the service(s) identified in this Order (the "Service(s)") are subject to and governed by the terms and conditions of the NASPO Value Point – Cloud Solutions contract (Master Agreement # AR2474), the applicable Service attachments, including the Managed Enterprise with Cisco Meraki Service Exhibit, the Rental CPE Service Exhibit, the Enterprise Voice SIP Based Services Service Schedule and the MPLS (IPVPN and VPLS) VPN Service Schedule, and the State of Washington Participating Addendum (Contract #05116) by and between the State of Washington and CenturyLink (collectively, the "Agreement").

Notwithstanding anything in any Existing Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Exhibit/Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence.

4. Section 5 is deleted in its entirety and replaced with the following:

"5. [Reserved for Numbering.]"

5. Section 10 is deleted in its entirety and replaced with the following:

"10 [Reserved for Numbering.]"

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



Customer Name: CLACKAMAS COUNTY - OR
Order #: Q-01178099
Order Generation Date: 9/15/2021 8:21:39 AM
Cutoff/Expiration Date: 10/30/2021
Currency: USD

CENTURYLINK COMMUNICATIONS, LLC

Steve Arneson

Steve Arneson (Oct 13, 2021 13:34 CDT)

Authorized Signature

Steve Arneson

Name Typed or Printed

^

Title

Oct 13, 2021

Date

CLACKAMAS COUNTY

Authorized Signature

Name Typed or Printed

Title

Date



Quote # 12476292

Proposal								
Pricing Prepared For			Prepared On	Price Valid Until	Currency	Total Mrc	Total Nrc	
CLACKAMAS COUNTY - OR			09/21/2021	12/19/2021	USO	3,859.51	0.00	
IPVPN								
Term	Total Mrc			Total Nrc			# Sites	
5 Years	1,234.94			.00			2	
Location			Universal Service Fund	Summary		IPVPN Services	Coordinated Services	
Site Name	Country	Site Address	USF	Mrc	Nrc	Port	Coordinated Service Type	Asset/Circuit ID
OREGON CITY_OR	USA	150 BEAVERCREEK RD OREGON CITY, OR 97045	Interstate	617.47	.00	Fast Ethernet (100 Mb)		
CLACKAMAS_OR	USA	9101 SE SUNNYBROOK BLVD CLACKAMAS, OR 97015	Interstate	617.47	.00	Fast Ethernet (100 Mb)		
Product Details								
Description	Qty	Usage Mrc	Usage Nrc	Vendor	Pop	Distance(km)		
A- 150 BEAVERCREEK RD OREGON CITY, OR 97045 IP VPN Port - Fast Ethernet (100 Mb) - [Quantity= 1, Bandwidth = Fast Ethernet (100 Mb), Network Integrity = No, CRTP = No, Multicast = No]	1							
A- 150 BEAVERCREEK RD OREGON CITY, OR 97045 Commit - Basic Plus & Basic - [Capacity (Mb)= 10.000]	1							
A- 150 BEAVERCREEK RD OREGON CITY, OR 97045 Off Net Access - Fast Ethernet (100 Mb) - [Bandwidth= Fast Ethernet (100 Mb), Quoted Sub-bandwidth = 10]	1							
A- 9101 SE SUNNYBROOK BLVD CLACKAMAS, OR 97015 Off Net Access - Fast Ethernet (100 Mb) - [Quantity = 1, Bandwidth= Fast Ethernet (100 Mb), Quoted Sub-bandwidth = 10]	1							
A- 9101 SE SUNNYBROOK BLVD CLACKAMAS, OR 97015 IP VPN Port - Fast Ethernet (100 Mb) - [Quantity= 1, Bandwidth = Fast Ethernet (100 Mb), Network Integrity = No, CRTP = No, Multicast = No]	1							
A- 9101 SE SUNNYBROOK BLVD CLACKAMAS, OR 97015 Commit - Basic Plus & Basic - [Capacity (Mb)= 10.000]	1							

Proposal prepared for CLACKAMAS COUNTY - OR - Quote# 12476292 - S

Voice Complete (Access Only)											
Term		Total Mrc				Total Nrc				# Sites	
5 Years		2,624.57				00				5	
Location			Universal Service Fund	Summary		Local Access		Coordinated Services			
Site Name	Country	Site Address	USF	Mrc	Nrc	Mrc	Nrc	Coordinated Service Type	Asset/Circuit ID		
OREGON CITY_OR	USA	2200 KAEN RD OREGON CITY, OR 97045	Interstate	403.78	00	403.78	00				
OREGON CITY_OR	USA	150 BEAVERCREEK RD OREGON CITY, OR 97045	Interstate	1211.34	00	1211.34	00				
OREGON CITY_OR	USA	821 MAIN ST OREGON CITY, OR 97045	Interstate	403.78	00	403.78	00				
OREGON CITY_OR	USA	902 ABERNETHY RD OREGON CITY, OR 97045	Interstate	201.89	00	201.89	00				
CLACKAMAS OR	USA	9101 SE SUNNYBROOK BLVD CLACKAMAS, OR 97015	Interstate	403.78	00	403.78	00				
Product Details											
Description	Qty	Mrc	Nrc	Priced Amount	MrcPer	Nrc Per	Usage Mrc	Usage Nrc	Vendor	Pop	Distance(km)
A - 150 BEAVERCREEK RD OREGON CITY, OR 97045 Off Net Access - T1 (1.5 Mb) - [Quantity= 6, Bandwidth= T1 (1.5 Mb), Secondary CFA = No]	6	11211.34(201.89 each)	0.00(0.00 each)								
A - 2200 KAEN RD OREGON CITY, OR 97045 Off Net Access - T1 (1.5 Mb) - [Quantity= 2, Bandwidth = T1 (1.5 Mb), Secondary CFA = No]	2	403.78(201.89 each)	0.00(0.00 each)								
A - 821 MAIN ST OREGON CITY, OR 97045 Off Net Access - T1 (1.5 Mb) - [Quantity= 2, Bandwidth = T1 (1.5 Mb), Secondary CFA = No]	2	403.78(201.89 each)	0.00(0.00 each)								
A - 902 ABERNETHY RD OREGON CITY, OR 97045 Off Net Access - T1 (1.5 Mb) - [Quantity= 1, Bandwidth= T1 (1.5 Mb), Secondary CFA = No]	2	201.89	0.00								
A - 9101 SE SUNNYBROOK BLVD CLACKAMAS, OR 97015 Off Net Access - T1 (1.5 Mb) - [Quantity= 2, Bandwidth = T1 (1.5 Mb), Secondary CFA = No]	2	403.78(201.89 each)	0.00(0.00 each)								
Voice Complete Standard											
Term		Total Mrc				Total Nrc				# Sites	
5 Years		See Rate Sheet				See Rate Sheet				See Rate Sheet	
Summary					Coordinated Services						
Mrc		Nrc			Coordinated Service Type			Asset/Circuit ID			
00		00									
Product Details											
				Amount							
Voice Complete				See Rate Sheet							
Prepaid Minute Plan				See Rate Sheet							

Order Terms and Conditions	
<p>1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.</p> <p>2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability, or otherwise, Customer is deemed to accept the increase.</p> <p>3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). 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, Lumen is not liable for such services.</p> <p>4. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between CenturyLink Communications, LLC d/b/a Lumen Technologies Group and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("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 Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice.</p> <p>Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen 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 at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: http://www.lumen.com/ancillary-fees. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with 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 (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.</p> <p>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.</p> <p>6. All transport services ordered from Lumen 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 Lumen, 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 Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen 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.</p> <p>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 Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen 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 http://www.lumen.com/taxes.</p> <p>8. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at https://www.centurylink.com/business/login/) and (b) unless otherwise set forth in a Service Attachment, the ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at http://www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.</p> <p>9. For certain services, equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum. A copy of the CPE Addendum and a list of services to which it applies 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.</p> <p>10. For Internet Services provided in certain countries in the Asia-Pacific region where Lumen does not currently hold a license to provide such Services, Customer consents to Lumen providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Lumen as its agent to the extent necessary to obtain such Service. Lumen's affiliate is licensed in Hong Kong, Japan, Singapore and Australia.</p> <p>11. Order Addendum attached to this Order is incorporated into these Order Terms and Conditions.</p>	
911 Acknowledgement	
<p>BY SIGNING THIS ORDER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT http://www.centurylink.com/legal/HVQISIP/911advisory.pdf.</p>	
Declarations and Signatures	
Customer submits this document as a Customer Order.	
Authorized Signature:	
Name:	
Title:	
Date:	

ORDER ADDENDUM

For Services Provided by CenturyLink Communications, LLC

This Order Addendum is between CenturyLink Communications, LLC on behalf of itself and its affiliates ("CenturyLink") and Clackamas County ("Customer") and modifies Quote No. 12476292 that Customer is executing and delivering contemporaneously with execution of this Order Addendum as included with the Statement of Work (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 2 is deleted in its entirety and replaced with the following:

"2. Notwithstanding anything to the contrary in the Agreement, prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 30 business days following notice to terminate this Order without liability; otherwise, Customer is deemed to accept the increase."

2. Section 3 is deleted in its entirety and replaced with the following:

"3. Unless otherwise agreed by the parties in writing, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE). 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, Lumen is not liable for such services."

3. Section 4 is deleted in its entirety and replaced with the following:

"4. Unless otherwise stated herein, the service(s) identified in this Order (the "Service(s)") are subject to and governed by the terms and conditions of the NASPO Value Point – Cloud Solutions contract (Master Agreement # AR2474), the applicable Service attachments, including the Managed Enterprise with Cisco Meraki Service Exhibit, the Rental CPE Service Exhibit, the Enterprise Voice SIP Based Services Service Schedule and the MPLS (IPVPN and VPLS) VPN Service Schedule, and the State of Washington Participating Addendum (Contract #05116) by and between the State of Washington and CenturyLink (collectively, the "Agreement")."

Notwithstanding anything in any Existing Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Exhibit/Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence.

4. Section 5 is deleted in its entirety and replaced with the following:

"5. [Reserved for Numbering.]"

5. Section 10 is deleted in its entirety and replaced with the following:

"10 [Reserved for Numbering.]"

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.

CENTURYLINK COMMUNICATIONS, LLC

CLACKAMAS COUNTY

Steve Arneson
Steve Arneson (05/14/2021 11:34 CDT)
Authorized Signature

Authorized Signature

Steve Arneson
Name Typed or Printed
Manager - Offer Management

Name Typed or Printed

Title
C

Title

Date

Date

Voice Rates prepared for CLACKAMAS COUNTY - OR- Quote# 12476292



Voice Rate Sheet
Deal# 11244570
Quote# 12476292

Term Plan					
Product	Customer Name	Currency	Term	Rates Good Until	Exchange Rate Effective Date
Voice Complete	CLACKAMAS COUNTY - OR	USD	5 Years	12/19/2021	6/23/2021 7:31:17 PM

CCP (Concurrent Call Path)		
CCP Plans		
Currency	CCP Plan 1	
	MRC	
USD		10.00
GBP		7.21
EUR		8.41

*Plan maximum included minutes of 5000 minutes per CCP.
Plan 1 includes United States Local Calling

Feature Packs						
Currency	Feature Pack 1		Feature Pack 2		Mobility Feature Pack	
	MRC	NRC	MRC	NRC	MRC	NRC
USD					1.80	
GBP					1.30	
EUR					1.51	

Prepaid Minute Plan USD		
Minutes	Prepaid Minute Plan 2	
	MRC	
100,000 Prepaid Minutes		900.25

Prepaid Minute Plan GBP		
Minutes	Prepaid Minute Plan 2	
	MRC	
100,000 Prepaid Minutes		648.87

Prepaid Minute Plan EUR		
Minutes	Prepaid Minute Plan 2	
	MRC	
100,000 Prepaid Minutes		756.88

Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen 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 Lumen. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: www.lumen.com/ancillary-fees. "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with 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 (each, an 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 Lumen 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 Lumen, 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 Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen 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 Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen 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.lumen.com/taxes.

8. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>), and (b) ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at www.lumen.com/ancillary-fees. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

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

11. **Order Addendum attached to this Order is incorporated into these Order Terms and Conditions.**

911 ACKNOWLEDGEMENT

BY SIGNING THIS ORDER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO THE LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR, THE "911 EMERGENCY SERVICE" SECTION OR "EMERGENCY CALLING CAPABILITY" SECTION CONTAINED IN THE APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE ATTACHED TO AN AFFILIATE AGREEMENT, OR IN THE "ACCESS TO EMERGENCY RESPONSE SERVICES" SECTION OF THE TERMS AND CONDITIONS IN THE APPLICABLE STANDARD SERVICE EXHIBIT/SERVICE SCHEDULE IF I HAVE NOT EXECUTED A LUMEN OR CENTURYLINK MASTER SERVICE AGREEMENT OR AN AFFILIATE AGREEMENT WITH AN APPLICABLE SERVICE EXHIBIT/SERVICE SCHEDULE. I FURTHER ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE DISCLOSURE OF LIMITATIONS SET FORTH IN THE EMERGENCY SERVICES ADVISORY AVAILABLE AT <http://www.centurylink.com/legal/HYIQSIP/911advisory.pdf>.

Voice Rates prepared for CLACKAMAS COUNTY - OR- Quote# 12476292

Declarations and Signatures

By signing below, the Customer agrees that the above rates shall apply to the applicable Services and are hereby incorporated into the Customer's Agreement with Lumen.

Customer
Signature:
Name:
Title:
Date:

ORDER ADDENDUM

For Services Provided by CenturyLink Communications, LLC

This Order Addendum is between **CenturyLink Communications, LLC** on behalf of itself and its affiliates ("CenturyLink") and **Clackamas County** ("Customer") and modifies Voice Rate Sheet Associated with Quote No. **12476292** that Customer is executing and delivering contemporaneously with execution of this Order Addendum as included with the Statement of Work (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 2 is deleted in its entirety and replaced with the following:

"2. Notwithstanding anything to the contrary in the Agreement, prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 30 business days following notice to terminate this Order without liability; otherwise, Customer is deemed to accept the increase."

1. Section 3 is deleted in its entirety and replaced with the following:

"3. Unless otherwise agreed by the parties in writing, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE). 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, Lumen is not liable for such services."

2. Section 4 is deleted in its entirety and replaced with the following:

"4. Unless otherwise stated herein, the service(s) identified in this Order (the "Service(s)") are subject to and governed by the terms and conditions of the NASPO Value Point – Cloud Solutions contract (Master Agreement # AR2474), the applicable Service attachments, including the Managed Enterprise with Cisco Meraki Service Exhibit, the Rental CPE Service Exhibit, the Enterprise Voice SIP Based Services Service Schedule and the MPLS (IPVPN and VPLS) VPN Service Schedule, and the State of Washington Participating Addendum (Contract #05116) by and between the State of Washington and CenturyLink (collectively, the "Agreement")."

Notwithstanding anything in any Existing Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Exhibit/Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence.

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4. Section 10 is deleted in its entirety and replaced with the following:

"10 [Reserved for Numbering.]"

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.

Steve Arneson
CENTURYLINK COMMUNICATIONS, LLC
Steve Arneson (Oct 13, 2021 14:48 CDT)

Authorized Signature
Steve Arneson

Name Typed or Printed
Manager - Offer Management

Title
Oct 13, 2021

Date

CLACKAMAS COUNTY

Authorized Signature

Name Typed or Printed

Title

Date