

CONTRACT ROUTING FORM

1. Complete the information below BEFORE printing and completing items 2 through 7. Items in red are required.

Department: Emergency Management
Department contract file name (use effective date): Lumen_EmergComms_20240318
Project Code: Click here to enter text.
Contract type: Contract
Contracted Services/Goods: Preventative Maintenance
Contract Component: Master
Change Order Number/Addendum Number: Click here to enter text.
Vendor Name: Lumen
Effective Date: 03/18/2024
Approved by: County Manager
Date approved by the BOC:
Ending Date: Click here to enter a date.
Total Amount: \$1,658.50

Please Return Contract to:
Name: Mike Reitz
Email:
mike.reitz@chathamcountync.gov
Special Instructions for Clerks
Office:

2. Department Head or his/her designee has read the contract in its entirety.
By: MR (Department Head signature required)
3. County Attorney has reviewed and approved the contract
County Attorney has reviewed and rejects the contract Reason: _____

This is an automatic renewal and does not require approval from the County Attorney: Yes No

If this box is checked the County Attorney's Office has reviewed the contract but has not made needed changes to protect the County because the contract is a sole source contract and the services required by the County are not available from another vendor.

4. Technical/MIS Advisor has reviewed the contract if applicable. Yes No
5. Vendor has signed the contract. Yes No
6. A budget amendment is necessary before approval. Yes No
If budget amendment is necessary, please attach to this form.

7. Approval
 Requires approval by the BOC - contracts over \$100,000.00. Follow Board submission guidelines.
 Requires approval by the Manager – contracts \$100,000 or less.

8. Submit to Clerk.

Clerk's Office Only
 Finance Officer has signed the contract
 The Finance Officer is not required to sign the contract

Customer Information and Contract Specifications

Customer Name: Chatham County
Account Number: 3-RWLMLYFDK2

Currency: USD
Monthly Recurring Charges (MRC): \$1,658.50
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
3318 GARNER RD RALEIGH NORTH CAROLINA 27610 5618 UNITED STATES	IP VPN Port and Access	New	36	1	\$0.00	\$0.00	\$0.00	\$0.00
	- Standard Delivery - To the MPoE (Customer Provided)							
	Port - 100 Mbps			1	\$0.00	\$0.00	\$0.00	\$0.00
	Transport	New	36	1			\$473.00	\$0.00
	Telecom Service Priority (TSP)			1	\$3.00	\$0.00	\$3.00	\$0.00
	Subtotal						\$476.00	\$0.00
3318 GARNER RD RALEIGH NORTH CAROLINA 27610 5618 UNITED STATES	IP VPN Logical Interface (10 Mbps CIR, Flat Rate)	New	36	1	\$157.50	\$0.00	\$157.50	\$0.00
	- Class of Service = Single: Premium Plus							
	- Committed Information Rate (CIR) = 10 Mbps							
	Subtotal						\$157.50	\$0.00
3670 ALSTON BRIDGE RD SILER CITY NORTH CAROLINA 27344 9318 UNITED STATES	IP VPN Port and Access	New	36	1	\$0.00	\$0.00	\$0.00	\$0.00
	- Standard Delivery - To the MPoE (Customer Provided)							
	Port - 100 Mbps			1	\$0.00	\$0.00	\$0.00	\$0.00
	Transport	New	36	1			\$342.00	\$0.00
	- Includes Network Interface Device							

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
	Telecom Service Priority (TSP)			1	\$3.00	\$0.00	\$3.00	\$0.00
	Subtotal						\$345.00	\$0.00
3670 ALSTON BRIDGE RD SILER CITY NORTH CAROLINA 27344 9318 UNITED STATES	IP VPN Logical Interface (10 Mbps CIR, Flat Rate) - Class of Service = Single: Premium Plus - Committed Information Rate (CIR) = 10 Mbps	New	36	1	\$157.50	\$0.00	\$157.50	\$0.00
	Subtotal						\$157.50	\$0.00
112 INNOVATION WAY PITTSBORO NORTH CAROLINA 27312 1617 UNITED STATES	IP VPN Port and Access - Standard Delivery - To the MPoE (Customer Provided) Port - 100 Mbps	New	36	1	\$0.00	\$0.00	\$0.00	\$0.00
	Transport	New	36	1			\$362.00	\$0.00
	- Includes Network Interface Device Telecom Service Priority (TSP)			1	\$3.00	\$0.00	\$3.00	\$0.00
	Subtotal						\$365.00	\$0.00
112 INNOVATION WAY PITTSBORO NORTH CAROLINA 27312 1617 UNITED STATES	IP VPN Logical Interface (10 Mbps CIR, Flat Rate) - Class of Service = Single: Premium Plus - Committed Information Rate (CIR) = 10 Mbps	New	36	1	\$157.50	\$0.00	\$157.50	\$0.00
	Subtotal						\$157.50	\$0.00
	Totals						\$1,658.50	\$0.00

*If the Service Address column above is blank, no Service Address is required for the Service or the Service Address is identified as a data center in the Description column.

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 or 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.

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.

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.

4. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between Lumen 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.

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: 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. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedites and 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.

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.

10. For Internet Services provided in certain countries in the Asia-Pacific, Europe, Middle East, Africa or Latin America 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, South Korea and Australia.

11. If your network service utilizes TDM technologies, then the following apply: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Customer's off-net TDM services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected service on a month-to-month basis or (ii) terminate the affected service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected service will continue to be provided at the increased rates.

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 Customer's invoice by location served.

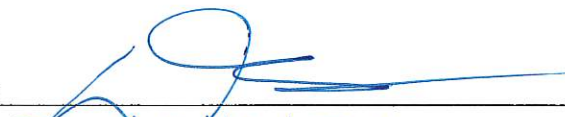
Activation Support

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

Document No. DOC-0001360577

Scenario: SM10549468

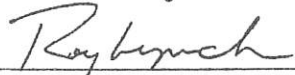
Signature Block

Customer: Chatham County
Signature: 
Name: Dan LaMontagne
Title: County Manager
Date: 3/22/2024

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

Document Generation Date: 03-05-2024

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.


Roy Lynch, Finance Officer

