



**AMENDMENT NUMBER 21  
TO  
CONTRACT MA-017-16010665  
BETWEEN  
COUNTY OF ORANGE  
AND  
LEVEL 3 COMMUNICATIONS, LLC  
FOR  
WIDE AREA NETWORK TRANSPORT SERVICES**

This Amendment Number 21 to Contract MA-017-16010665 (formerly MA-017-16010655, formerly MA-017-1011150, formerly N1000008297) (as amended, the "Contract"), is made and entered into by the County of Orange ("County"), a political subdivision of the State of California, acting through the County Executive Office/Orange County Information Technology ("OCIT") and Level 3 Communications, LLC, D/B/A Lumen, a Delaware limited liability company ("Contractor" or "Level 3"), with a place of business at 1025 Eldorado Blvd., Broomfield, CO 80021-8869. County and Contractor may be referred to individually as "Party" or collectively as "Parties".

**RECITALS**

**WHEREAS**, Time Warner Telecom Holdings, Inc. responded to a Request for Proposals for Wide Area Network Transport Services and represented that its proposed services shall meet or exceed the requirements and specifications of the Contract; and

**WHEREAS**, on November 14, 2006, County and Time Warner Telecom Holdings, Inc. executed Contract N1000008297 for Wide Area Network ("WAN") Transport Services for a three (3)-year period effective November 14, 2006 through November 13, 2009, for a total amount not to exceed \$1,440,000.00; and

**WHEREAS**, on May 1, 2007, County and Time Warner Telecom Holdings, Inc. executed Amendment No. 1 to Contract N1000008297 to amend Attachment A – Scope of Work; and

**WHEREAS**, on July 1, 2008, Time Warner Telecom Holdings, Inc. changed its name to TW Telecom Holdings, Inc. ("TW Telecom"); and

**WHEREAS**, on November 10, 2009, County and TW Telecom executed Amendment No. 2 to the Contract (as MA-017-10011150) to amend Attachment B – Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2010 for an additional amount not to exceed \$418,800.48; and

**WHEREAS**, on August 31, 2010, County and TW Telecom executed Amendment No. 3 to amend Attachment B – Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2011, for an additional amount not to exceed \$403,752.00; and

**WHEREAS**, on June 7, 2011, County and TW Telecom executed Amendment No. 4 to amend Attachment B - Cost/Compensation and extend the term of the Contract for one (1) year, effective through November 13, 2012; and

**WHEREAS**, on September 8, 2011, County and TW Telecom executed Amendment No. 5 to amend Attachment B – Cost/Compensation and increase internet bandwidth from 200 Mbps to 300 Mbps, thereby increasing the not to exceed amount by \$32,305.00 for the period September 1, 2011 through November 13, 2012; and

**WHEREAS**, on October 4, 2011, County and TW Telecom executed Amendment No. 6 to amend Attachment B – Cost/Compensation and update the data circuit at the Solano Disaster Recovery (DR) Site, thereby increasing the not to exceed amount by \$71,957.20 for the period November 1, 2011 through November 13; and

**WHEREAS**, on October 30, 2012, County and TW Telecom executed Amendment No. 7 to amend Attachment B - Cost/Compensation and extend the term of the Contract for the one (1)-year period November 14, 2012 through November 13, 2013, for an additional amount not to exceed \$457,728.00; and

**WHEREAS**, on December 19, 2012, County and TW Telecom executed Amendment No. 8 to amend Attachment B – Cost/Compensation and increase internet bandwidth from 300Mbps to 350Mbps, thereby increasing the not to exceed amount by \$11,748.00 for the period November 14, 2012 through November 13, 2013; and

**WHEREAS**, on November 5, 2013, County and TW Telecom executed Amendment No. 9 to amend Attachment B – Cost/Compensation, amend the Termination provisions of the Contract, and extend the term of the Contract for one (1) year, through November 13, 2014, for an additional amount not to exceed \$422,400.00; and

**WHEREAS**, on January 10, 2014, County and TW Telecom executed Amendment No. 10 to amend Attachment B – Cost/Compensation and modify the Internet Circuit from Dedicated Internet to Burstable Internet, thereby increasing the not to exceed amount by \$42,000.00 for the period November 14, 2013 through November 13, 2014; and

**WHEREAS**, on October 28, 2014, County and TW Telecom executed Amendment No. 11 to amend Attachment A to remove Internet Services from the Scope of Work, amend Attachment B – Cost/Compensation, and extend the term of the Contract for one (1) year, through November 13, 2015, for an additional amount not to exceed \$392,001.00; and

**WHEREAS**, Level 3 Communications, LLC acquired TW Telecom and executed an Assumption and Consent Agreement with the County on June 16, 2015 to assume the Contract, including all of the terms, covenants, conditions, duties, obligations and liabilities in, to and under the Contract; and

**WHEREAS**, on October 27, 2015, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to a) execute Amendment No. 12 to extend the term of the Contract for nineteen (19) months, through June 13, 2017, in an amount not to exceed \$543,039.57; b) execute amendments to add or delete the number of circuits necessary for County business, for an additional amount not to exceed ten percent (10%) of the Contract amount for the extension period; and c) execute amendments to increase the Contract amount for any changes to the estimated applicable taxes, in an amount not to exceed ten percent (10%) of the Contract amount for the extension period; and

**WHEREAS**, on May 23, 2017, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to execute Amendment No. 13 to extend the term of the Contract for an additional one (1)-year term effective June 14, 2017 through June 13, 2018, for an additional amount not to exceed \$209,660.80, for a revised cumulative contract amount of \$4,793,627.71; and

**WHEREAS**, on August 16, 2017, County and Contractor executed Amendment No. 14 to revise the site address for Public Defender Circuits in Attachment A titled, “Scope of Work for Wide Area Network Transport Services”; and

**WHEREAS**, Level 3 filed a “DBA” in Sacramento County, CA on August 6<sup>th</sup>, 2018, indicating that Level 3 will do business as “CenturyLink”, and Level 3 currently uses CenturyLink branding on its invoices and customer portals, and employees of the CenturyLink portfolio of affiliated entities are authorized to represent and execute any and all requirements of this Contract on behalf of Level 3; and

**WHEREAS**, on June 12, 2018, the Board of Supervisors authorized the Purchasing Agent or authorized Deputy to execute Amendment No. 15 to extend the term of the Contract for an additional one (1)-year term effective June 14, 2018 through June 13, 2019, for an additional amount not to exceed \$2,039,664.00, for a revised cumulative contract amount of \$6,833,291.71; and

**WHEREAS**, Level 3, County, Atos International, and Atos Governmental IT Outsourcing Services, LLC, intend to execute a certain Assignment, Transfer, and Assumption Agreement (“Assignment, Transfer, and Assumption Agreement”) wherein the parties to that agreement intend to agree that Level 3 will directly provide to the County the Services, products, and circuits formerly provided by Atos to the County; and

**WHEREAS**, on May 7, 2019, the Board of Supervisors approved Amendment No. 16 to replace a portion of the term of the Contract provided for in Amendment 15 and extend the term of the Contract through June 30, 2021, amend Attachment A – Scope of Work, Attachment B – Cost/Compensation, and incorporate Attachment C – Service Schedules, and Attachment D – County of Orange Circuit List; and

**WHEREAS**, on September 14, 2020, Contractor’s ultimate parent company (CenturyLink) announced its name change and rebranding of the company as Lumen Technologies; and

**WHEREAS**, on May 25, 2021, the Board of Supervisors approved Amendment Number 17 to extend the term of the Contract through June 30, 2023, in an amount not to exceed \$2,902,575, for a revised cumulative Contract amount of \$19,670,665; and

**WHEREAS**, on November 16, 2021, the Parties executed Amendment No. 18 to amend Attachment D – County of Orange Circuit List; and

**WHEREAS**, on May 25, 2021, the Parties executed Amendment No. 19 to incorporate the revised Ethernet Service Schedule into Attachment C – Service Schedules and revise Attachment D – County of Orange Circuit List; and

**WHEREAS**, on May 24, 2023, the Parties executed Amendment No. 20 to extend the term of the Contract through June 30, 2024, in an amount not to exceed \$490,780.08, for a revised cumulative Contract amount of \$20,161,445.08 and incorporate revised Attachment B – Cost/Compensation and revised Attachment D – County of Orange Circuit List; and

**WHEREAS**, the Parties now desire to issue Amendment No. 21 to extend the term of the Contract through January 30, 2027 and increase contract amount by \$1,310,642.00, for a revised cumulative Contract amount of \$21,472,088.00 and incorporate revised Attachment B – Cost/Compensation.

**NOW, THEREFORE**, in consideration of the forgoing recitals (which are incorporated herein by this reference), and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. This Amendment No. 21 shall be effective February 1, 2024 (“Effective Date”). The term of the Contract shall be extended through January 30, 2027, unless otherwise terminated by County as allowed under the Contract. The Parties agree that no Circuit Expiration Date shall exceed January 30, 2027 and the County shall have no obligation to pay any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind for any work, Services, or circuit, or any portion of the foregoing, beyond the Commitment Term or January 30, 2027 unless this Contract is amended in writing and approved by the County’s Board of Supervisors. For sake of clarity, any Service Orders purporting to obligate the County to service durations, Commitment Term(s), Circuit Expiration Date(s), or other obligations beyond January



30, 2027 shall not obligate the County and Contractor shall have no claim whatsoever against County for any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind arising therefrom. The County has the right to allow this Contract to expire without providing a reason or rationale and without paying any termination liability, fee, cost, obligation, charge, liability, or other expense of any kind.

2. Attachment B, Cost/Compensation, shall be deleted in its entirety and replaced with revised Attachment B, attached hereto and incorporated herein by reference.
3. Except as amended herein, all terms and conditions contained in the Contract and its amendments shall remain in full force and effect as amended herein and are incorporated by this reference as if fully set forth herein.

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**SIGNATURE PAGE****AMENDMENT NO. 21  
TO  
CONTRACT NO. MA-017-16010665 (FORMERLY MA-017-16010655)**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 21 on the dates shown opposite their respective signatures below:

**LEVEL 3 COMMUNICATIONS, LLC, D/B/A LUMEN\*:**

Steve Arneson

Manager - Offer Management

Print Name

DocuSigned by:

Steve Arneson

Title

12/27/2023

Signature

Date

Print Name

Title

Signature

Date

*\*If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

*In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

**COUNTY OF ORANGE, a political subdivision of the State of California**

Print Name

Deputy Purchasing Agent

Title

Signature

Date

**APPROVED AS TO FORM, County Counsel, County of Orange, California**

David Obrand

Deputy

Print Name

DocuSigned by:

David Obrand

Title

12/27/2023

Signature

Date

**ATTACHMENT B**  
As revised per Amendment No. 21

**COST/COMPENSATION**

**I. Compensation**

This is a fixed price Contract between the County and the Contractor for Services as further described in this Contract, its amendments, and Attachment A (Scope of Work). Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all Services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which are not a force majeure event, as defined under Section T of the Contract, which may arise or be encountered in the execution of the Services until acceptance, for risks connected with the Services, and for performance by the Contractor of all its duties and obligations hereunder. County shall have no obligation to pay any sum in excess of total Contract Not To Exceed Limit (defined below) specified herein unless authorized by written amendment signed by both Parties.

**II. Contract Limits**

**A. Contract Not to Exceed Limit**

Absent an Amendment to the Contract Approved by the Board in accordance with the terms of the Contract, the maximum monetary amount payable by County for the Contract period February 1, 2024 through January 30, 2027 shall be the "Contract Not to Exceed Limit" set forth below. Contractor shall perform Services for the Monthly Recurring Charges identified in Attachment D (County of Orange Circuit List) that is incorporated herein by reference. The Parties agree that if the County elects to modify, disconnect, or terminate the Services or any portion of the Services, according to the terms of the Contract, the actual Monthly Recurring Charges and the total amount payable to Contractor under the Contract may be less than the sum of the Monthly Recurring Charges and/or Contract Not to Exceed Limit set forth in the table below.

Description	Total Monthly Recurring Charges (MRC)	Term (Months)	Total Not To Exceed Amount for the Time Period from February 1, 2024 to January 30, 2027
Existing Services & New Services	\$35,000.00	36	\$1,262,000.00
Estimated Taxes, Surcharges and Fees:			\$252,400.00
Subtotal:			\$1,514,400.00
Non-recurring charge (New DR site circuit):			\$500.00
<b>Contract Not to Exceed Limit from February 1, 2024 to January 30, 2027:</b>			<b>\$1,514,900.00</b>

### III. Service Level Agreements

Contractor shall provide the Service Level Agreements and remedies for the Services pursuant to Attachment C – Service Schedules to the Contract.

- (a) Any “Service Level” commitments applicable to Services are contained in Attachment C – Service Schedules applicable to each Service. If Contractor does not meet a Service Level, Contractor will issue to County a credit as stated in the applicable Attachment C – Service Schedules on County’s request, except that credits will not be provided for Excused Outages. Contractor’s maintenance log and trouble ticketing systems are used to calculate Service Level events.
- (b) Unless otherwise set forth in Attachment C – Service Schedules, to request a credit, County may 1) utilize the customer portal at <https://www.lumen.com/en-us/home.html> to deliver a written request with sufficient detail to identify the affected Service, or 2) address the service outage with Contractor during the County – Contractor weekly cadence. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month.
- (c) Escalation contact lists, including contact information for Customer Service, will be updated and provided to County on an ongoing basis, as needed.

### IV. Payment Terms:

**Non-Recurring Charges (NRC):** Invoices for Non-Recurring Charges, such as charges for initial set-up, are to be submitted in arrears, unless otherwise directed in this Contract, upon the satisfactory completion and acceptance of testing of the entire system by both Parties. If service does not meet the acceptance testing criteria, Contractor assumes all costs and may not seek reimbursement from County. Non-Recurring Charges are subject to, and limited by, the Contract Not to Exceed Limit.

**Monthly Recurring Charges (MRC):** Invoices for Monthly Recurring Charges are payable monthly, in arrears, unless otherwise directed in this Contract. Payment for monthly services shall begin upon the date of acceptance by County. Monthly Recurring Charges are subject to, and limited by, the Contract Not to Exceed Limit.

Contractor shall reference Contract number on invoice. Payment will be net forty-five (45) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor. Incomplete or incorrect invoices will be returned to Contractor for correction.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements, provided, that if the claim is related to a failure of services to meet the SLA requirements, the applicable SLA remedies apply. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.



**V. Billing & Invoicing Instructions:**

Invoices and supporting documentation are to be sent to:

County of Orange  
OCIT/Division of Finance & Contracts  
1055 N. Main Street, 6<sup>th</sup> Floor  
Santa Ana, CA 92701  
Attn: Accounts Payable

Or

Via email to: [ocitaccountspayable@ocit.ocgov.com](mailto:ocitaccountspayable@ocit.ocgov.com)

The Contractor will provide an invoice for services provided. Each invoice shall have an invoice number and include the following information:

1. Contractor's name and address
2. Contractor's remittance address (if different from above)
3. County Contract number: MA-017-16010665
4. Contractor's Federal I.D. number
5. Product/Service description, quantity, prices
6. Service ID
7. Circuit ID
8. Circuit name
9. Circuit site location (where each circuit terminates)
10. Total invoice amount

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to the Contractor for correction.