SINGLE SOURCE AWARD **BID # SS-0264-18**

Subject: Network Infrastructure to Access Florida LambdaRail (FLR) Internet Services

Department: Information Technologies Division

Description of Purchase: Recommend approval to amend single source award dated 9/29/17 (Contract #9825-01) with Level 3 Communications, LLC, which an affiliate of CenturyLink Communications, LLC to upgrade the City's physical network infrastructure services. The purpose is to upgrade an existing fiber connection, adding route diversity to our current 10Gig Wave, and enhance our backup internet connectivity in the event Jacksonville, FL Florida LambdaRail connection fails.

The addition of route diversity is at no cost to the City. A revised Service Order will be required to make the requested change to our current services.

To be executed by formal contract amendment through the Office of General Counsel.

Single Source Award To: Level 3 Communications, LLC

Price Justification: See Attached

Total Award: No Cost **Requisition #:** FAIT-500138-20

Attachments: Recommendation Memo, Vendor Quote, Previous Award

Certification as to Single Source: Kenneth E. Lathrop, Chief, Information Technologies Division

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Ruben Ola

Gregory Pease, Chief
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY DATE: _____

APPROVED_____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

INFORMATION TECHNOLOGIES DIVISION

CITY OF JACKSONVILLE

DATE: June 24, 2020

TO: Greg Pease, Chief of Procurement Division

6 6/25/20 **THRU:** Kenneth E. Lathrop, Chief of Information Technologies / CIO Kenneth E. Lathrop

FROM: Thomas Ossi, Technology Contract and Records Manager Thomas Ossi

SUBJECT: SS-0264-18 Network Infrastructure to Access Florida LambdaRail (FLR) Internet Services - Revised Service Order / Amendment No. 2

The Information Technologies Division (ITD) respectfully requests approval to enter into Amendment No. 2 to City Contract # 9825-01 with Level 3 Communications, LLC (Level3), which is an affiliate of CenturyLink Communications, LLC to upgrade the City's physical network infrastructure services.

The purpose of the amendment is to upgrade an existing fiber connection, adding route diversity to our current 10Gig Wave, and enhance our backup internet connectivity in the event the Jacksonville, FL Florida LambdaRail connection fails.

The addition of route diversity is at no cost to the City. A revised Service Order will be required to make the requested change to our current services.

The amount not to exceed shall remain at $650,000.00, as no additional funding is required.

Upon award approval, a request for a formal contract amendment to City Contract 9825-01 will be made through the Office of General Counsel.

Your favorable consideration of this request is appreciated.

Attachments: Procurement Award SS-0264-18
City Contract # 9825-01 Amendment No. 1
Service Order No. DOC-0000799619

CC: RG Robert Gray, Enterprise Technology Infrastructure Manager
GS Gary Steffens, Enterprise Architect Manager
AC Alex Ciprian, IT Contract Administrator

FINANCE AND ADMINISTRATION DEPARTMENT
214 N. Hogan St. 9th Floor | Jacksonville, FL 32202 | Phone: 904.255.8000 | Fax: 904.232.6932

Document No. DOC-0000799619
Scenario: SM1411304

CenturyLink

Customer Information and Contract Specifications

Customer Name: City of Jacksonville
Account Number: 1-5BWBYN

Currency: USD
Monthly Recurring Charges (MRC): $2,450.00
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
214 N HOGAN ST JACKSONVILLE FLORIDA 32202 4240 UNITED STATES	Service ID: 440686903 Wavelength - IOC - 10GIG-E LAN 332229814 = "Node" Identifier	Modify	co-term to 5/18/2022	1	$2,450.00	$0.00	$2,450.00	$0.00
4814 PHILLIPS HWY JACKSONVILLE FLORIDA 32207 7270 UNITED STATES	- A Site Standard Delivery - To the MPoE (Customer Provided)							
	- Z Site Standard Delivery - To the MPoE (Customer Provided)							
	- A Address = 214 HOGAN JACKSONVILLE, FL 32202							
	- Z Address = 4814 PHILLIPS JACKSONVILLE, FL 32207							
	- Bandwidth = 10GIG-E LAN							
	- Protection = Unprotected							
	- Latency Guarantee Level = None							
	- Circuit Diversity Required = Yes — only required on one							
	- Custom Route = Yes							
	A-Side Access 332229815			1	$0.00	$0.00	$0.00	$0.00
	Z-Side Access 332229816			1	$0.00	$0.00	$0.00	$0.00
	Subtotal						$2,450.00	$0.00
	Totals						$2,450.00	$0.00

Terms and Conditions Governing This Order

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

2. Prior to installation, CenturyLink may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

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

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

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

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

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

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit www.centurylink.com/taxes.

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

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

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

Additional Order Terms

Invoices

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

Activation Support

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

Signature Block

Customer: City of Jacksonville
Total MRC: $2,450.00 **Total NRC: 0**
Signature:
Name:
Title:
Date:

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

Document Generation Date: 06-15-2020

AMENDMENT NUMBER 1 TO
CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION

This Amendment Number 1 ("Amendment") is between Level 3 Communications, LLC which is now an affiliate of CenturyLink Communications, LLC ("CenturyLink") and City of Jacksonville, Florida ("Customer"). It amends the applicable Master Service Agreement – State, Local and Education Government Agencies Version effective July 2, 2018 between the parties (Customer Contract # 9825-01) (the "Agreement") This Amendment is effective on the date the last party signs it (the "Amendment Effective Date") This Amendment provides the terms and conditions applicable to Customer's purchase of products and services identified in this Amendment ("Services") from CenturyLink. Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement. CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before January 31, 2019 ("Cutoff Date").

1. Modifications to Services. The existing 1 Gig Wavelength LAN Service Identifier BDGV7772 is being upgraded to a 10 Gig Wavelength LAN referenced in SOF SM826145. In connection with the 10 Gig upgrade, Customer will execute Service Order No DOC-0000566658, Scenario SM826145. Upon completion of the 10 Gig upgrade, the 1 Gig Wavelength LAN Service Identifier BDGV7772 will be removed from service and the billing for that service will be discontinued. (The current monthly billing for BDGV7772 is $3,895.80 before taxes, fees and surcharges).

2. Additional Modifications.

Section 4.4 Maximum Indebtedness. Both parties acknowledge that the first two sentences of Section 4.4 of the Agreement apply to both Service Order No. DOC-0000543748, Scenario SM766310, and Service Order No DOC-0000566658, Scenario SM826145. Accordingly, the first sentence of Section 4.4 is hereby deleted and the second sentence of Section 4.4 is amended to read as follows:

"It is acknowledged that Customer's maximum indebtedness for Services provided pursuant to Service Order No. DOC-0000543748, Scenario SM766310, and Service Order No DOC-0000566658, Scenario SM826145, shall not exceed the sum of SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($650,000.00) ("Maximum Indebtedness")."

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

LEVEL 3 COMMUNICATIONS, LLC which is now an affiliate of CENTURYLINK COMMUNICATIONS, LLC	CITY OF JACKSONVILLE, FLORIDA
Authorized Signature	Authorized Signature
STEPHEN ARNESON	Lenny Curry
Name Typed or Printed	Name Typed or Printed
MANAGER - OFFER MANAGEMENT	Mayor
Title	Title
1/22/19	1/30/19
Date	Date

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-05

Form Approved:
Office of General Counsel

CITY OF JACKSONVILLE FLORIDA

FOR INTERNAL CENTURYLINK REFERENCE
Contract ID(s) of Agreement being amended 1165602

ATTEST:

Corporation Secretary
City of Jacksonville

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CONFIDENTIAL v1.012915

Document No. DOC-0000566658
Scenario: SM826145

CenturyLink

Customer Information and Contract Specifications

Customer Name: City of Jacksonville
Account Number: 1-58WBYN

Currency: USD
Monthly Recurring Charges (MRC): $5,811.22
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
180 PEACHTREE ST SW, ATLANTA, GA 30303 USA	Wavelength - IOC - 10GIG-E LAN	New	36	1	$2,398.28	$0.00	$2,398.28	$0 00
56 MARIETTA ST NW, ATLANTA, GA 30303 USA	- A Address = 180 PEACHTREE ATLANTA, GA 30303							
	- Z Address = 56 MARIETTA ATLANTA, GA 30303							
	- Bandwidth = 10GIG-E LAN							
	- Protection = Unprotected							
	- Custom Route = Yes							
	A Loc Building Extension - (180 PEACHTREE ST SW)			1		$0.00		$0.00
	- Extended Delivery - To The Customer Suite (Level 3 Provided)							
	- Additional fees may apply based upon actual site conditions.							
	A-Side Access			1	$0.00	$0.00	$0.00	$0.00
	Z Loc Building Extension - (56 MARIETTA ST NW)			1		$0.00		$0.00
	- Extended Delivery - To The Customer Suite (Level 3 Provided)							
	- Additional fees may apply based upon actual site conditions.							
	Z-Side Access			1	$0.00	$0.00	$0.00	$0.00
	Subtotal						$2,398.28	$0.00
180 PEACHTREE ST SW, ATLANTA, GA 30303 USA	Wavelength - IOC - 10GIG-E LAN	New	36	1	$1,848.00	$0.00	$1,848.00	$0.00
515 N JULIA ST, JACKSONVILLE, FL 32202 USA	- A Address = 515 JULIA JACKSONVILLE, FL 32202							
	- Z Address = 180 PEACHTREE ATLANTA, GA 30303							
	- Bandwidth = 10GIG-E LAN							
	- Protection = Unprotected							

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
	- Custom Route = Yes							
	A Loc Building Extension - (515 N JULIA ST)			1		$0.00		$0.00
	- Extended Delivery - To The Customer Suite (Level 3 Provided)							
	- Additional fees may apply based upon actual site conditions.							
	A-Side Access			1	$692.84	$0.00	$692.84	$0.00
	Z Loc Building Extension - (180 PEACHTREE ST SW)			1		$0.00		$0.00
	- Extended Delivery - To The Customer Suite (Level 3 Provided)							
	- Additional fees may apply based upon actual site conditions.							
	Z-Side Access			1	$872.10	$0.00	$872.10	$0.00
	Subtotal						$3,412.94	$0.00
	Totals						$5,811.22	$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 Level 3 Communications, LLC ("Level 3"), a CenturyLink affiliate, as set forth in section 4.

2. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified herein. Prior to installation Level 3 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. Level 3 provides Services in the United States. Services provided internationally may require a Local Country Agreement that will identify the CenturyLink affiliate providing Services.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Level 3's Minimum Point of Entry (MPOE) at such location (as determined by Level 3). 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, Level 3 is not liable for such services.

4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Level 3) this document and returning it to Level 3.

(a) The Service in this Order is subject to the CenturyLink Master Service Agreement entered into after March 16, 2018 and any applicable Service Schedule(s) between CenturyLink Communications, LLC and Customer. If Customer has not executed a CenturyLink Master Service Agreement but has executed a services agreement (including Standard Terms and Conditions) with Level 3 or an affiliate of Level 3 ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will govern this Order. If there are any inconsistencies between the Affiliate Agreement and this Order, the current standard Level 3 Service Schedule will apply. If Level 3 and Customer have not executed a CenturyLink Master Service Agreement or applicable Service Schedule(s) with respect to such Service and have not executed an Affiliate Agreement, CenturyLink's standard Master Service Agreement and Service Schedule(s) as of the date of this Order will govern this Order. Copies are available upon request. The Level 3 entity invoicing the Services is the contracting party.

(b) Notwithstanding anything in any Affiliate Agreement to the contrary, Level 3 will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Level 3 will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Service will continue month-to-month at the expiration of the Service Term. Rates are subject to change upon 30 days' notice from Level 3.

(c) "Affiliate Agreement" for CenturyLink Communications, LLC or any companies that were affiliates of CenturyLink Communications, LLC before the merger between CenturyLink and Level 3 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). In the event of a CenturyLink Affiliate Agreement, (i) Level 3 will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence, and (ii) if Customer cancels or terminates Service for any reason other than Level 3's uncured default or if Level 3 terminates due to Customer's uncured default, Customer will pay Level 3's standard early termination liability charges as identified in Level 3's ancillary charge summary, a copy of which is available upon request.

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 Level 3 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 Level 3, 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 Level 3 provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Level 3 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 property tax surcharge of 3.75% and (b) a cost recovery fee of 4.25% per month to reimburse Level 3 for various governmental taxes and surcharges. Such charges are subject to change by Level 3 and shall 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.level3.com/taxes.

8. Customer will pay Level 3's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Level 3'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 Level 3's ancillary charge summary, a copy of which is available upon request. If Level 3 cannot complete installation due to Customer delay or inaction, Level 3 may begin charging Customer and Customer shall pay such charges.

9. Equipment provided by Level 3 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 Level 3 does not currently hold a license to provide such Services Customer consents to Level 3 providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Level 3 as its agent to the extent necessary to obtain such Service. Level 3 is licensed in Hong Kong, Japan, Singapore and Australia.

11. The existing 1 Gig Wavelength LAN Service Identifier BDGV7772 is being upgraded to a 10 Gig Wavelength LAN referenced in the above quote. Upon completion of the 10 Gig upgrade the 1 Gig Wavelength LAN Service Identifier BDGV7772 will be removed from service and the billing for that service will be discontinued. The current monthly billing for BDGV7772 is $3,895.80 before taxes, fees and surcharges.

Additional Order Terms

Invoices

CenturyLink

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: City of Jacksonville
Total MRC: $5,811.22 **Total NRC: 0**
Signature:
Name: Lenny Curry
Title: Mayor
Date:

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

Document Generation Date: 08-30-2018

Form Approved: _____
Office of General Counsel

ATTEST:

_____
Corporation Secretary
City of Jacksonville

In compliance with the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing Agreement and that provision has been made for the payment of the monies provided thereunto be paid.

_____
Director of Administration and Finance

9825-01

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

This Master Service Agreement ("Agreement") is between **LEVEL 3 COMMUNICATIONS, LLC, which is now an affiliate of CENTURYLINK COMMUNICATIONS, LLC** ("CenturyLink") and **CITY OF JACKSONVILLE, FLORIDA** ("Customer") and is effective on the date the last party signs it (the "Effective Date"). This Agreement provides the terms and conditions applicable to Customer's purchase of products and services ("Service") from CenturyLink.

1. **Term.** The term of the Agreement will commence on the Effective Date and continue until the expiration of the last Service Term, unless earlier terminated in accordance with the Agreement ("Term").

2. **Service.** CenturyLink will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments"). The following Service Attachments, if any, are initially attached and incorporated into the Agreement. At CenturyLink's discretion, additional Service Attachments may be added by Amendment or by Customer placing an Order.

- LEVEL 3® WAVELENGTH SERVICE (Lease) Service Schedule

3. **Order(s).** Customer may submit requests for Service in a form designated by CenturyLink ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at CenturyLink's then current rates. CenturyLink will notify Customer of acceptance of requested Service in the 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 Attachment. Renewal Orders will be accepted by CenturyLink's continuation of Service. For moves, adds or changes agreed to by CenturyLink, Customer will pay CenturyLink's then current charges unless otherwise specifically stated in a Service Attachment.

4. **Billing and Payment.**

4.1 **Commencement of Billing.** Unless otherwise set forth in a Service Attachment, CenturyLink will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). If Customer notifies CenturyLink 10 business days after delivery of the Connection Notice that Service is not functioning properly, CenturyLink will correct any deficiencies and, upon Customer's request, credit Customer's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. If CenturyLink cannot complete installation due to Customer delay or inaction, then the Order will terminate if Customer does not respond to such Connection Notice within 10 business days. If Customer wants to receive Services under this Agreement, then Customer shall place a new order and pricing may be subject to change.

4.2 **Payment of Invoices and Disputes.** CenturyLink will deliver invoices which are due 45 days after the date Customer receives the invoice. Fixed charges are billed in advance and usage-based charges are billed in arrears. CenturyLink reserves the right to backbill the Customer up to two (2) years for Services rendered. Customer's payments to CenturyLink must be made via an ACH transfer or any CenturyLink approved payment portal (e.g., CenturyLink Control Center) in United States dollars. CenturyLink may charge administrative fees where Customer's payment and invoice preferences deviate from the process described in this Agreement. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). CenturyLink may charge Customer reasonable attorneys' fees and any third-party collection costs CenturyLink incurs in collecting amounts due and payable to CenturyLink which are not paid within 90 days of the due date. Customer is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. Customer may reasonably dispute an invoice for up to two (2) years from the date of the invoice. If Customer disputes an invoice than Customer must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing. Customer and CenturyLink will work in good faith to promptly resolve any disputed charge and Customer must pay any amounts due within 10 days after resolution by the parties.

4.3 **Taxes and Fees.** Excluding taxes based on CenturyLink's net income, Customer is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), whether imposed on CenturyLink or a CenturyLink affiliate, along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). Some Taxes and Fees, and costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the charges for Service. CenturyLink shall separately identify all currently applicable Taxes and Fees, including any percentage surcharge therefor, in the Quote for a Service provided to Customer. The rates billed for all Taxes and Fees are subject to change and to the imposition of any new Taxes or Fees as generally applied by CenturyLink to similar customers. If Customer is required by law to make any deduction or withholding of withholding Taxes from any payment due hereunder to CenturyLink, then, notwithstanding anything to the contrary in this Agreement, the gross amount payable by Customer will be increased so that, after any such deduction or withholding for such withholding Taxes, the net amount received by CenturyLink will not be less than CenturyLink would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Customer may present CenturyLink with an exemption certificate eliminating CenturyLink's liability to pay certain Taxes and Fees. The exemption will apply prospectively.

4.4 **Maximum Indebtedness.** Contemporaneously with the execution of this Agreement, Customer intends to submit to CenturyLink

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pursuant to Section 3 of this Agreement, Proposal: SM766310 (the "Initial Customer Order"). It is acknowledged that Customer's maximum indebtedness for Services provided pursuant to the Initial Order shall not exceed the sum of **SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($650,000.00)** ("Maximum Indebtedness"). Customer's obligations under this Agreement are contingent upon the availability of lawfully appropriated funds for the Services and this Agreement. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose, Customer may terminate this Agreement without incurring any termination charges by giving CenturyLink prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due for Services performed by CenturyLink through the date of termination. Customer further agrees that prior to or immediately upon reaching the Maximum Indebtedness, it shall either (i) notify CenturyLink in writing so that Service may be discontinued; or (ii) submit to CenturyLink a mutually agreeable Amendment or new Customer Order to increase the total Maximum Indebtedness.

4.5 **Regulatory and Legal Changes.** If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 60 days after CenturyLink's notice requesting renegotiation, CenturyLink may, on a prospective basis after such 60-day period, pass any increased delivery costs on to Customer. If CenturyLink does so, Customer may terminate the affected Service on notice to CenturyLink delivered within 30 days of the cost increase taking effect.

4.6 **Cancellation and Termination Charges.** Unless otherwise set forth in a Service Attachment:

(a) Customer may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink a cancellation charge equal to the sum of: (1) for any Service, third party termination charges for the cancelled Service actually incurred by CenturyLink; and (2) for CenturyLink's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

(b) Customer may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to CenturyLink. If Customer does so, or if Service is terminated by CenturyLink as the result of Customer's default, Customer will pay CenturyLink a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; and (2) any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. CenturyLink and Customer agree termination charges will be communicated and mutually agreed upon prior to billing. The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

5. **Default.** If (a) Customer fails to make any payment when due and such failure continues for 20 business days after CenturyLink's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 6.1 (Damages Limitations) and 6.3 (Service Levels), pursue any remedies it may have at law or in equity.

6. **Liabilities and Service Levels.**

6.1 **Damages Limitations.** 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 services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order.

6.2 **Warranties; Disclaimer of Warranties.** Subject to Section 6.3 below, CenturyLink warrants that the Services shall be performed and delivered in a professional, and workmanlike manner with the skill, care and diligence to be expected of a telecommunications provider rendering the same or similar services and it has all rights necessary for its execution and delivery of this Agreement and its performance of its obligations under this Agreement. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.

6.3 **Service Levels.**

(a) Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If CenturyLink does not meet a Service Level, CenturyLink will issue to Customer a credit as stated in the applicable Service Attachment on Customer's request. CenturyLink's maintenance log and trouble ticketing systems are used to calculate Service Level events. Scheduled maintenance under Section 8 and force majeure events are considered Excused Outages.

(b) Unless otherwise set forth in a Service Attachment, to request a credit, Customer must contact Customer Service (contact information is located at http. www.level3.com) or deliver a written request with sufficient detail to identify the affected Service. 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

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charges for the affected Service for that month. 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.

6.4 **Right of Termination for Installation Delay.** Unless otherwise set forth in a Service Attachment, in lieu of Installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Customer may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This Section will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

7. **Customer Premises; Title to Equipment.** If access to non-CenturyLink facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of CenturyLink network or equipment, Customer will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to CenturyLink-provided equipment (including software) remains with CenturyLink. Customer will not create or permit to be created any encumbrances on CenturyLink-provided equipment.

8. **Scheduled Maintenance and Local Access.** Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption CenturyLink will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third party local access services are required for the Services, Customer will: (1) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (2) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOA's) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide CenturyLink a written disconnection firm order commitment from the relevant third party provider. CenturyLink may re-provision any local access circuits from one off-net provider to another or to the CenturyLink owned and operated network (on-net), and such changes will be treated as scheduled maintenance.

9. **General Terms.**

9.1 **Force Majeure.** Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

9.2 **Assignment and Resale.** Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party, (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Customer must have a financial standing and creditworthiness equal to or better than Customer's. Unless otherwise set forth in a Service Attachment, Customer may provide Service to third parties or use the Services in connection with goods or services provided by Customer to third parties ("Customer Provided Services"). To the extent permitted under law and subject to the provisions and limitations of Section 768.28, Florida Statutes, Customer will be responsible for any claims arising from or related to any Customer Provided Services, provided, however, that nothing in this Agreement shall be in any way as a waiver or limitation by Customer of its sovereign immunity accorded by the Florida Constitution as codified in § 768.28, Florida Statutes. If Customer sells telecommunications services, Customer certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy hereunder.

9.3 **Affiliates.** CenturyLink may use a CenturyLink affiliate or a third party to provide Service to Customer, including Level 3 Communications, LLC to provide the Wavelength Service set forth in Exhibit A attached hereto, but CenturyLink will remain responsible to Customer for Service delivery and performance. Customer's affiliates may purchase Service under this Agreement, and Customer will be jointly and severally liable for all claims and liabilities related to Service ordered by any Customer affiliate.

9.4 **Notices.** Notices will be in writing and delivered personally, sent via pre-paid overnight courier, or electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service and shall be deemed delivered when received or rejected. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to CenturyLink via Customer's portal at https://www.centurylink.com/business/login or via the following website / link: http://www.1.level3.com/disco/disco.html and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at https://www.centurylink.com/business/login/ or via Email at: billing@centurylink.com. Customer failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Customer as provided in the Agreement or in its absence, to Customer's address identified on the Order or as reflected in CenturyLink's records, Attn. General Counsel.

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9.5 Acceptable Use Policy and Data Protection. Customer must conform to an applicable Acceptable Use Policy ("AUP") for Services purchased under this Agreement and to the CenturyLink Privacy Policy, which is available at http://www.centurylink.com/aboutus/legal/privacy-policy.html. The applicable AUP and any additional use of Service provisions are set forth in a Service Attachment.

9.6 Confidentiality. Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the confidential information received from the other party. Confidential information will not include Customer Data except as may be described in a Service Attachment. A party may disclose Confidential Information if required to do so by a governmental agency, by applicable law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained herein. Notwithstanding the foregoing, Article 1, Section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public records. As such, this Agreement and all records relating to this Agreement are public records unless exempt by law. If CenturyLink considers any portion of this Agreement to be exempt from disclosure under Florida law, CenturyLink must provide Customer with a separate redacted written copy of the record and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation. CenturyLink shall be responsible for defending its determination that the records are confidential, trade secret or otherwise not subject to disclosure. If the CenturyLink fails to submit a redacted record in accordance with this Section, Customer is authorized to produce the entire record in answer to a public records request.

9.7 Intellectual Property Ownership; Use of Name and Marks. Nothing in the Agreement or the performance thereof will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party's prior written consent.

9.8 Governing Law; Amendment. This Agreement will be governed and construed in accordance with the laws of the State of Florida, without regard to its choice of law rules. Venue for litigation of this Agreement shall be in courts of competent jurisdiction located in Jacksonville, Duval County, Florida. Each party will comply with all applicable laws, rules and regulations associated respectively with CenturyLink's delivery or Customer's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. CenturyLink is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) hereunder will constitute a waiver of such right(s).

9.9 Critical 9-1-1 Circuits. The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(a)(5). CenturyLink policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Customer will cooperate with CenturyLink regarding compliance with these rules and policies and will notify CenturyLink of all Services Customer purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

9.10 International Services. For Services provided outside the United States, Customer or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective CenturyLink affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Customer or its local affiliate for the respective local Service(s).

9.11 Relationship and Counterparts. The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

9.12 Provisions Required by Customer.

(a) Conflict of Interest. CenturyLink will follow the provisions of Section 126.110, Jacksonville Ordinance Code, if any official or employee of Customer acquires any interest, direct or indirect, in CenturyLink or in any manner or degree with the performance of Services required under this Agreement.

(b) Non-Discrimination. As required by Section 126.404 of the City of Jacksonville Ordinance Code: CenturyLink represents that it has adopted and will maintain throughout the Term of this Agreement a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. CenturyLink agrees that, on written request, it will permit reasonable access during normal business hours and at CenturyLink's place of business to review its records of employment, employment advertisement, application forms and other pertinent

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data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of this Agreement; *provided however*, that CenturyLink shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the Effective Date of this Agreement. CenturyLink agrees that, if any of the products or Services to be provided pursuant to this Agreement are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

(c) **Indemnification.** CenturyLink shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "City Indemnified Parties") from and against, without limitation, any losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing City Indemnified Parties for:

(1) third party claims for damage to tangible property, personal injury or death caused by the gross negligence or willful misconduct of CenturyLink. This indemnification obligation shall not apply to CenturyLink when CenturyLink is providing 911 Service; and

(2) third party claims that a Service, as provided by CenturyLink constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. The foregoing will not apply to any claim based on the combination of a Service with other products, services or functionality. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, CenturyLink may at its expense (i) obtain for the City Indemnified Parties a license, authorizing the continued use of the Service or product; (ii) replace the Service or product with a non-infringing Service or product, or (iii) modify such Service or product so that the Service or product is non-infringing and in compliance with this Agreement.

If CenturyLink exercises its rights and obligations under this Agreement, CenturyLink will (1) provide reasonable notice to the City Indemnified Parties of the applicable claim or liability, and (2) allow City Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from and shall not be limited by any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.**

(d) **Insurance.** CenturyLink shall comply with all insurance obligations contained in Exhibit B to this Agreement.

(e) **Compliance with Laws.** As required by Section 126.108(b), *Ordinance Code*, CenturyLink must comply with any and all applicable federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time that are applicable to CenturyLink's provision of Services under this Agreement. Such laws, rules, regulations, and ordinances may include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law), as they apply to the Services and this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, CenturyLink must make commercially reasonable efforts to ensure that the provisions of this Section shall be incorporated into and become a part of the subcontract.

(f) **Retention of Records/Audit.** In accordance with Section 126.108(b), *Ordinance Code*, CenturyLink shall maintain all books, documents, papers, accounting records and all other business records directly pertinent to the Services ("Records") and shall make such Records available at all reasonable times during normal business hours and at CenturyLink's place of business for access and examination by the Jacksonville City Council Auditor during the period of this Agreement and for three (3) years from the date of final payment under this Agreement.

(g) **Public Records.** Subject to any provisions in this Agreement relating to confidential trade secrets, and provided CenturyLink is determined to be a contractor under Section 119.0701, Florida Statutes, CenturyLink shall if applicable to the Services and Agreement:

(a) Keep and maintain public records required by Customer to perform the Services; and

(b) Upon written request from Customer's custodian of public records, provide Customer with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Service Term and following completion of this Agreement if CenturyLink does not transfer the records to Customer; and

(d) Upon completion of this Agreement, transfer to Customer at no cost all public records in possession of CenturyLink or keep and maintain public records required by Customer to perform the service. If CenturyLink transfers all public records to Customer upon completion of this Agreement, CenturyLink shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CenturyLink keeps and maintains public records upon completion of this Agreement, CenturyLink shall meet all applicable requirements for retaining public records. All

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records stored electronically must be provided to Customer upon request from Customer's custodian of public records in a format that is compatible with Customer's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CENTURYLINK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CENTURYLINK'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTOMER'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

(h) Entire Agreement. This Agreement, including any Service Schedule(s) and Customer Order(s) executed hereunder, constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior agreements and understandings, either oral or written, with respect to the subject matter hereof. Exhibit A (Level 3 Wavelength Service Schedule) attached hereto is an integral part hereof and is hereby made part of this Agreement. This Agreement supersedes and replaces the Master Services Agreement dated March 6, 2013 If any covenant, term, or provision of this Agreement is deemed to be contrary to law, that covenant, term, or provision will be deemed separable from the remaining covenants, terms, and provisions of this Agreement and will not affect the validity, interpretation or effect of the remainder of this Agreement. This Agreement may not be modified, altered, or amended except by a written instrument signed by both parties.

(i) Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Counterparts to this Agreement may be sent by pdf or facsimile and shall be acceptable and binding for all purposes.

(j) Precedence and Interpretation. In the event of any conflict between this Agreement and the terms of any Service Schedule and/or Customer Order, the order of precedence is as follows: (1) the Service Schedule; (2) this Agreement; and (3) the Customer Order.

LEVEL 3 COMMUNICATIONS, LLC, which is now an affiliate of CENTURYLINK COMMUNICATIONS, LLC

DocuSigned by:
Stephen Arneson

Authorized Signature
Stephen Arneson

Name Typed or Printed
Manager - Offer Management

Title
6/22/2018

Date

Form Approved: _____
Office of General Counsel

CITY OF JACKSONVILLE

Authorized Signature
Lenny Curry

Name Typed or Printed
Mayor

Title

Date

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
~~Under Authority of:~~
Executive Order No. 2015-05

Customer's Address for Notice:
Person designated for notices:

Tom Ossi, Technology Contracts and Records Manager
City of Jacksonville, Information Technologies Division
214 N. Hogan Street, 9th Floor
Jacksonville, FL 32202
(904) 255-8080 tossi@coj.net

ATTEST:

Corporation Secretary
City of Jacksonville

CITY OF JACKSONVILLE FLORIDA

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MSA v1.032318

EXHIBIT A

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

SERVICE SCHEDULE
LEVEL 3® WAVELENGTH SERVICE (Lease)

(Version Issue Date May 21, 2018)

1. **Applicability**. This Service Schedule is applicable only where Customer orders Level 3® Intercity Wavelength Service, Level 3® Metro Wavelength Service, or Level 3® International Wavelength Service (collectively "Level 3 Wavelength Service") on a lease basis. With respect to Services provided in Latin America, Customer agrees that it (or its local Affiliate) will enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective Level 3 Affiliate which provides the local Service(s), containing terms necessary to comply with local laws/regulations, and such Level 3 Affiliate will invoice the Customer (or its local Affiliate) party to the LCA for the respective local Service(s).

2. **Definitions**. Any capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.

   (A) "Customer Commit Date" means the date by which Level 3 will install Service. The Customer Commit Date is established following Level 3's acceptance of a Customer Order.

   (B) "E2E" means end to end, and includes the On-Net and Off-Net components of Services in the United States and European Union, taken together.

   (C) "On-Net" means Service provided on the network owned (or operated and controlled) by Level 3 between two locations that are served directly by Level 3 owned (or operated and controlled) fiber and Level 3 owned equipment. Services that are not On-Net are Off-Net.

   (D) "Protected" shall mean any Service that includes a Level 3 managed protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure.

   (E) "Termination Node" shall mean the locations within Level 3's facilities or within Customer Premises in each of the cities in which termination is available. Each Level 3 Wavelength Service shall contain two (2) Termination Nodes, the exact location of which will be set forth in the Customer Order.

   (F) "Unavailable" or "Unavailability" means the duration of a break in transmission measured from the first of ten (10) consecutive severely erred seconds ("SESs") on the affected Level 3 Wavelength Service until the first of ten (10) consecutive non-SESs.

   (G) "Unprotected" shall mean any Service that does not include a Level 3 managed protection scheme that would allow traffic to be re-routed in the event of a fiber cut or equipment failure.

3. **Service Description**. Level 3 Wavelength Service is a dedicated, transparent, optical wave signal for transport of high bandwidth between two Termination Nodes offered on a Protected or Unprotected basis. Customer interface consists of 2.5Gb, 10Gb, 40Gb, 1GbE, 10GbE, 40GbE and 100GbE, OTU1, OTU2, OTU2e, OTU3, OTU4 and 1Gb, 2Gb, 4Gb, 8Gb, and 10Gb Fibre Channel.

4. **Interconnection**.

   (A) Demarc. To use the Level 3 Wavelength Service, Customer must provide to Level 3, at each Termination Node, a SONET or SDH-framed 2.5Gb, 10Gb or 40Gb signal, as defined by Telcordia GR-253-CORE, a 1Gb, 10Gb, 40Gb or 100Gb Ethernet signal, as defined by IEEE 802.3ae, a OTU1, OTU2, OTU2e, OTU3, OTU4 signal, as defined by ITU G.709, or a 1Gb, 2Gb, 4Gb, 8Gb, or 10Gb Fibre Channel signal, as defined by T11 Technical Committee within INCITS (the International Committee for Information Technology Standards (collectively, "Traffic"), which Traffic will thereafter be delivered by Level 3, in like format, to the opposite and corresponding Termination Node.

   The demarcation point for the Level 3 Wavelength Service shall be the Level 3 OSX or fiber termination panel at the Termination Node. Customer shall be solely responsible for providing all interconnection equipment used both to deliver Traffic to, or to accept Traffic from, Level 3 in the formats described above and for any and all protection schemes Customer chooses to implement respecting the Traffic. For a Termination Node at a location other than a Level 3 Gateway, Customer shall provide Level 3 with space and power (at no charge to Level 3), as reasonably requested by Level 3, for placement and operation of an OSX, fiber termination panel or other equipment within the Customer Premises.

   (B) Construction of Facilities. With respect to construction of facilities to the Customer Premises and installation, maintenance and repair of facilities within the Customer Premises, Customer shall provide Level 3 with access to and the use of Customer's entrance facilities and inside wiring, and/or shall procure rights for Level 3 allowing the placement of facilities necessary for installation of facilities to deliver the Level 3 Wavelength Service to the Customer Premises. All costs associated with procuring and maintaining rights needed to obtain entry to the building (and the real property on which the building is located) within which the Customer Premises are located, and costs to procure and maintain rights within such building to the Customer Premises, shall be borne by Customer.

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(C) Third Party Providers. Where Level 3 Wavelength Service is being terminated Off-Net at the Customer Premises through a third party provider to be provisioned by Level 3 on behalf of Customer, the charges set forth in the Customer Order for such Level 3 Wavelength Service assumes that such Level 3 Wavelength Service will be terminated at a pre-established demarcation point or minimum point of entry (MPOE) in the building within which the Customer Premises is located, as determined by the local access provider. Where the local access provider determines that it is necessary to extend the demarcation point or MPOE through the provision of additional infrastructure, cabling, electronics or other materials necessary to reach the Customer Premises, (i) Level 3 may charge Customer additional non-recurring charges and/or monthly recurring charges not otherwise set forth in the Customer Order for such Level 3 Wavelength Service, (ii) installation of Service may be delayed and (iii) Section 5(A) of this Service Schedule shall not apply. Level 3 will notify Customer of any additional non-recurring charges and/or monthly recurring charges as soon as practicable after Level 3 is notified by the local access provider of the amount of such charges.

In addition, where Level 3 Wavelength Service is being terminated Off-Net at the Customer Premises through an Off-Net Local Loop to be provisioned by Level 3 on behalf of the Customer, the charges and the Service Term set forth in the Customer Order for such Level 3 Wavelength Service assumes that such Level 3 Wavelength Service can be provisioned by Level 3 through the local access provider selected by Level 3 (and/or Customer) for the stated Service Term. In the event Level 3 is unable to provision such Level 3 Wavelength Service through the selected local access provider or the selected local access provider requires a longer Service Term than that set forth in the Customer Order, Level 3 reserves the right, regardless of whether Level 3 has accepted the Customer Order, to suspend provisioning of such Level 3 Wavelength Service and notify Customer in writing of any additional non-recurring charges, monthly recurring charges and/or Service Term that may apply. Upon receipt of such notice, Customer will have five (5) business days to accept or reject such changes. If Customer does not respond to Level 3 within the five (5) business day period, such changes will be deemed rejected by Customer. In the event Customer rejects the changes (whether affirmatively or through the expiration of the five (5) business day period), the affected Level 3 Wavelength Service will be cancelled without cancellation or termination liability of either party. Level 3 does not guarantee that any Level 3 Wavelength Service will be provided by a specified local access provider.

5. Service Levels.

(A) Installation Service Level. Level 3 will exercise commercially reasonable efforts to install any On-Net Level 3 Wavelength Service on or before the Customer Commit Date specified for the particular Level 3 Wavelength Service. This Installation Service Level shall not apply to Customer Orders that contain incorrect information supplied by Customer, or Customer Orders that are altered at Customer's request after submission and acceptance by Level 3. In the event Level 3 does not meet this Installation Service Level for a particular Level 3 Wavelength Service for reasons other than an Excused Outage, Customer will be entitled to a service credit off of one month's monthly recurring charges ("MRC") (after application of discounts and other special pricing arrangements, if any) for the affected Level 3 Wavelength Service as set forth in the following table:

Installation Delay Beyond Customer Commit Date	Service Level Credit (MRC)
1 – 5 business days	5%
6 – 20 business days	10%
21 business days or greater	15%

(B) Availability Service Level. In the event that a particular Level 3 Wavelength Service becomes Unavailable for reasons other than an Excused Outage, Customer will be entitled to a service credit off of the MRC (after application of discounts and other special pricing arrangements, if any) for the affected Level 3 Wavelength Service based on the cumulative Unavailability for the affected Level 3 Wavelength Service in a given calendar month as set forth in the following table:

For On-Net Unprotected Service

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01 – 4:00:00	No Credit
4:00:01 – 6:00:00	10% of the MRC
6:00:01 – 10:00:00	25% of the MRC
10:00:01 or greater	50% of the MRC

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For On-Net Protected Service

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01 - 00:05:00	No Credit
00:05:01 – 01:00:00	10% of the MRC
01:00:01 – 6:00:00	25% of the MRC
6:00:01 or greater	50% of the MRC

For E2E Protected Service

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01 to 3:30:00	No Credit
03:30:01 – 6:00:00	10% of the MRC
6:00:01 – 12:00:00	25% of the MRC
12:00:01 or greater	50% of the MRC

For E2E Unprotected Service

Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01 to 8:00:00	No Credit
8:00:01 – 10:00:00	10% of the MRC
10:00:01 – 16:00:00	25% of the MRC
16:00:01 or greater	50% of the MRC

(C) Service Level Limitations. Except with respect to E2E Service, for any Off-Net Service, Level 3 will pass-through to Customer any service levels and associated credits (or other express remedies) provided to Level 3 by the applicable third party carrier. Service Levels do not apply to Service interruptions attributable to long-haul international access circuits between a Level 3 point of presence in one country and a Customer premises in a different country.

(D) The credits and any other remedies specified in Sections 5(A), 5(B) and Section 6 below set forth the sole and exclusive remedies of Customer for any interruptions or delays of any Level 3 Wavelength Service or other Service-related issues.

6 Chronic Outage. As its sole remedy, Customer may elect to terminate any affected Wavelength Service (excluding any Wavelength Service provided in Latin America) prior to the end of the Service Term without termination liability if, for reasons other than an Excused Outage, the Service is Unavailable for more than 12 consecutive hours in each of 3 consecutive calendar months, or for more than 36 hours in the aggregate in any calendar month, or more than 5 outages related to the same issue in any calendar month. The termination right must be exercised within 30 days of the event giving rise to it.

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

EXHIBIT B
INSURANCE REQUIREMENTS

Without limiting its liability under this Agreement, CenturyLink shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the term of this Agreement (and CenturyLink shall require its, subcontractors, laborers, materialmen and suppliers to provide (except for Cyber Liability & Data Storage), as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Cyber Liability & Data Storage	$1,000,000 per Claim and Aggregate

Such insurance shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must be maintained three years after the expiration of this Agreement.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

If CenturyLink will perform its Services onsite then the below CenturyLink must maintain the additional below coverages:

Automobile Liability	$1,000,000	Combined Single Limit

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida.

Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 100,000 Each Accident
	$ 500,000 Disease Policy Limit
	$ 100,000 Each Employee/Disease

This insurance shall cover CenturyLink (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

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

Additional Insurance Provisions

A. **Certificates of Insurance.** CenturyLink shall deliver the City Certificates of Insurance that shows the corresponding **City Contract or Bid Number** in the Description, **Additional Insureds, Waivers of Subrogation** and **Primary & Non-Contributory statement** as provided below. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

B. **Additional Insured.** All insurance except Worker's Compensation and Cyber Liability & Data Storage shall be endorsed to include the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and CG2037, Automobile Liability CA2048.

C. **Waiver of Subrogation.** All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents, for losses caused by and to the extent of CenturyLink's liability.

D. **CenturyLink's Insurance Primary.** The insurance provided by CenturyLink shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

E. **Deductible or Self-Insured Retention Provisions.** All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured CenturyLink. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.

F. **CenturyLink's Insurance Additional Remedy.** Compliance with the insurance requirements of this Agreement shall not limit the liability of CenturyLink or its subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

G. **Waiver/Estoppel.** Neither approval by City nor failure to disapprove the insurance furnished by CenturyLink shall relieve CenturyLink of CenturyLink's full responsibility to provide insurance as required under this Agreement.

H. **Carrier Qualifications.** The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. **Notice.** CenturyLink shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, CenturyLink, as applicable, shall provide said notice.

J. **Survival.** Anything to the contrary notwithstanding, the liabilities of CenturyLink under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. **Additional Insurance.** Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be included as an additional insured, upon mutual negotiation with CenturyLink.

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Document No. DOC-0000543748
Scenario: SM766310

CenturyLink

Customer Information and Contract Specifications

Customer Name: City of Jacksonville
Account Number: 1-5BWBYN

Currency: USD
Monthly Recurring Charges (MRC): $4,900.00
Non Recurring Charges (NRC): 0

Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
4814 PHILLIPS HWY, JACKSONVILLE, FL 32207 USA 214 N HOGAN ST, JACKSONVILLE, FL 32202 USA	Wavelength - IOC - 10GIG-E LAN - A Address = 214 HOGAN JACKSONVILLE, FL 32202 - Z Address = 4814 PHILLIPS JACKSONVILLE, FL 32207 - Bandwidth = 10GIG-E LAN - Protection = Unprotected - Custom Route = Yes	New	36	1	$2,450.00	$0 00	$2,450 00	$0 00
	A-Side Access			1	$0 00	$0 00	$0 00	$0 00
	Z-Side Access			1	$0 00	$0 00	$0 00	$0 00
	Subtotal						$2,450.00	$0.00
214 N HOGAN ST, JACKSONVILLE, FL 32202 USA 4814 PHILLIPS HWY, JACKSONVILLE, FL 32207 USA	Wavelength - IOC - 10GIG-E LAN - A Address = 214 HOGAN JACKSONVILLE, FL 32202 - Z Address = 4814 PHILLIPS JACKSONVILLE, FL 32207 - Bandwidth = 10GIG E LAN - Protection = Unprotected - Custom Route = Yes	New	36	1	$2,450 00	$0 00	$2,450 00	$0 00
	A-Side Access			1	$0 00	$0 00	$0 00	$0 00
	Z-Side Access			1	$0 00	$0 00	$0 00	$0 00
	Subtotal						$2,450.00	$0.00
	Totals						$4,900.00	$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 Level 3 Communications, LLC ("Level 3"), a CenturyLink affiliate, as set forth in section 4

2. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified herein. Prior to installation Level 3 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. Level 3 provides Services in the United States. Services provided internationally may require a Local Country Agreement that will identify the CenturyLink affiliate providing Services.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Level 3's Minimum Point of Entry (MPOE) at such location (as determined by Level 3). 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, Level 3 is not liable for such services.

4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Level 3) this document and returning it to Level 3.

(a) The Service in this Order is subject to the CenturyLink Master Service Agreement entered into after March 16, 2018 and any applicable Service Schedule(s) between CenturyLink Communications, LLC and Customer. If Customer has not executed a CenturyLink Master Service Agreement but has executed a services agreement (including Standard Terms and Conditions) with Level 3 or an affiliate of Level 3 ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will govern this Order. If there are any inconsistencies between the Affiliate Agreement and this Order, the current standard Level 3 Service Schedule will apply. If Level 3 and Customer have not executed a CenturyLink Master Service Agreement or applicable Service Schedule(s) with respect to such Service and have not executed an Affiliate Agreement, CenturyLink's standard Master Service Agreement and Service Schedule(s) as of the date of this Order will govern this Order. Copies are available upon request. The Level 3 entity invoicing the Services is the contracting party.

(b) Notwithstanding anything in any Affiliate Agreement to the contrary, Level 3 will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Level 3 will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Service will continue month-to-month at the expiration of the Service Term, and rates are subject to change upon 30 days' notice from Level 3.

(c) "Affiliate Agreement" for CenturyLink Communications, LLC or any companies that were affiliates of CenturyLink Communications, LLC before the merger between CenturyLink and Level 3 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). In the event of a CenturyLink Affiliate Agreement, (i) Level 3 will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence, and (ii) if Customer cancels or terminates Service for any reason other than Level 3's uncured default or if Level 3 terminates due to Customer's uncured default, Customer will pay Level 3's standard early termination liability charges as identified in Level 3's ancillary charge summary, a copy of which is available upon request.

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 Level 3 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 Level 3, 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 Level 3 provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Level 3 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.

CenturyLink

7. Charges for certain Services are subject to (a) a property tax surcharge of 3.75% and (b) a cost recovery fee of 4.25% per month to reimburse Level 3 for various governmental taxes and surcharges. Such charges are subject to change by Level 3 and shall 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.level3.com/taxes.

8. Customer will pay Level 3's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date inside Level 3'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 Level 3's ancillary charge summary, a copy of which is available upon request. If Level 3 cannot complete installation due to Customer delay or inaction, Level 3 may begin charging Customer and Customer shall pay such charges.

9. Equipment provided by Level 3 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 Level 3 does not currently hold a license to provide such Services Customer consents to Level 3 providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Level 3 as its agent to the extent necessary to obtain such Service. Level 3 is licensed in Hong Kong, Japan, Singapore and Australia.

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: City of Jacksonville		
Total MRC: $4,900.00 **Total NRC: 0**		
Signature:		**ATTEST:**
Name: Lenny Curry	Sam E. Mousa Chief Administrative Officer For: Mayor Lenny Curry	Corporation Secretary City of Jacksonville
Title: Mayor		
Date: 7/02/18	Under Authority of: Executive Order No. 2015-05	

CITY OF JACKSONVILLE FLORIDA

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

Form Approved: _____
Office of General Counsel

Document Generation Date: 06-14-2018

Encumbrance and funding information for internal City use:

Account..... AFIT531CSCS

Amount.....$650,000.00

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such check request(s) are issued.

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

Director of Finance
City Contract # 9825-01

mc

REQUEST FOR APPROVAL COVER SHEET

Purpose: This sheet will accompany all memos submitted to the ITD Finance Manager for approval. WB

Background:

Level 3 Communications, LLC is our sole source provider for our Network Infrastructure to Access Florida LambdaRail (FLR) Internet Services. ITD has requested an upgrade to the existing fiber connection, adding circuit route diversity to our current services which will enhance our backup internet connectivity.

Details:

This request was originated by Robert Gray. Level 3 requires a revised service order (which is a work order) each time any changes are made to the existing infrastructure. The term of the current agreement is through September 30, 2020. The award began October 1, 2017. This Single Source award SS-0264-18 to Level 3 Communications is for 3 years commencing on the award date with two (2) one (1) year renewal options.

Cost:

The addition and installation of the circuit route diversity is at no cost to COJ.

Contact:

Elizabeth Brown

Needed by:

As soon as possible as we will need to amend our current award SS-0264-18 through GGAC on City Contract 9825-01

SINGLE SOURCE AWARD **BID # SS-0264-18**

Subject: Network Infrastructure to Access Florida LambdaRail (FLR) Internet Services

Department: Information Technologies Division

Description of Purchase: Recommend approval of single source award to Level 3 Communications, Inc. to provide physical network infrastructure to allow the City to access the Florida LambdaRail Internet Services. Period of service is for three (3) years beginning October 1, 2017 through September 30, 2020, with two (2) one (1) year renewal options. Total not to exceed expenditure amount is $650,000.00.

Funding Source: AFIT531CSCS-04102 – To be encumbered by purchase order

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2017. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for the work herein. A written notification will be provided in the event that funds are appropriated.

Single Source Award To: Level 3 Communications, Inc.

Price Justification: See Attached

Total Award: $650,000.00 **Requisition #:** N/A

Attachments: Single Source Form, Vendor Letter and Quote

Certification as to Single Source: Kenneth E. Lathrop, Chief, Information Technologies Division

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

Analyst: Annette Burney

For – **Gregory Pease, Chief**
Procurement Division

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE*** 9/28/17

ACTION OF AWARDING AUTHORITY DATE: 9/29/17

MR APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Sam E. Mousa
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-05

FORM GS-113, Revised 12/2007

SS- 0264-18

SINGLE SOURCE REQUEST

Pursuant to the City of Jacksonville Procurement Code § 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

REQUESTING AGENCY (DEPT./DIVISION): Information Technologies Division

FUNDING SOURCE: AFIT531CSCS - 04102

BRIEF DESCRIPTION OF GOODS/SERVICES:
Level 3 Communications Inc. (Level 3) to provide the physical network infrastructure which allows the City of Jacksonville and associated agencies within the City to access the Florida LambdaRail (FLR) Internet services. Level 3 provides the physical delivery infrastructure which enables the City of Jacksonville and other related agencies to access the FLR Internet services.

AMOUNT OF PROJECT (attach quote): 3 year initial contract with 2, 1 year extensions with a total Award amount of $650,000.00. The initial period of coverage would be from October 1, 2017 to September 30, 2020.

PROVIDE A SUMMARY OF THE SCOPE OF GOODS/SERVICES TO BE PROVIDED; IDENTIFY EACH ITEM, COMPONENT OR SERVICE BEING PROCURED (ATTACH QUOTE/PROPOSAL):
Level 3 provides dual physical network paths into the Ed Ball Bldg's datacenter on the 4th floor and a single network connection to our backup datacenter in Atlanta, Ga. to FLR. FLR provides the City of Jacksonville's high speed primary and backup Internet access via a partnership with Level 3.

PROVIDE A DETAILED JUSTIFICATION AS TO WHY THE REQUESTED GOODS/SERVICES CAN ONLY BE EFFICIENTLY AND EFFECTIVELY PROCURED THROUGH THE RECOMMENDED SINGLE SOURCE PROVIDER:
Level 3 is the only provider who has dual physical network connections into the City's datacenter at the Ed Ball Bldg. and the Level 3 network infrastructure provides for a dedicated statewide communications network linking major FLR nodes located in various Florida cities including Jacksonville. The FLR has deployed over 1,540 miles of Level 3 fiber infrastructure within the State of Florida.

ASSERT THAT YOU HAVE RESEARCHED THE AVAILABILITY OF THE REQUESTED GOODS/SERVICES FROM OTHER SOURCES IN APPLICABLE MARKETS AND HAVE DISCUSSED AND EVALUATED THE SAME WITH COJ'S PROCUREMENT AND EBO DIVISIONS:
ITD has confirmed that Level 3 is the only provider who has dual physical network connections into the City's datacenter at 214 N. Hogan St. Ed Ball Building.

Submitted by: MICHAEL ROONEY — NETWORK & TELECOM MANAGER
(Name) (Title)

Date: 8/25/2017

Requesting Agency's Director's Signature:

JSP 8/25/17
KEZ 8-29-2017

Procurement Division ____