

**AMENDMENT TO
LUMEN MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION**

This Amendment is between CenturyLink Communications, LLC DBA Lumen Technologies Group, a Delaware limited liability company, 100 CenturyLink Dr., Monroe LA 71203, FEIN 04-6141739 ("Lumen") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Ave., Ocala FL 34471 ("Customer or "County"). It amends the applicable Master Service Agreement – State, Local and Education Government Agencies Version, as determined by CenturyLink records and as may have been previously amended (the "Agreement"). It 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 **September 20, 2021** ("Cutoff Date").

1. **Addition of Service Attachments.** Section 2 of the Agreement is revised to add the following Service Attachment(s) to the Agreement

- **DOMESTIC NETWORK DIVERSITY® SERVICE EXHIBIT AND PRICING ATTACHMENT**

2. **Billing Change Date.** Except for Services provided by CenturyLink affiliate Level 3 Communications, LLC ("Level 3"), any changes to pricing of Customer's existing Services will be effective on the second full billing cycle following the Amendment Effective Date ("Billing Change Date.")

3. **Miscellaneous.** All other terms and conditions in the Agreement will remain 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 inconsistencies 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.

**CENTURYLINK COMMUNICATIONS, LLC D/B/A LUMEN
TECHNOLOGIES GROUP**

Steve Arneson

Steve Arneson (Aug 13, 2021 09:04 CDT)

Authorized Signature

Steve Arneson

Name Typed or Printed

Manager - Offer Management

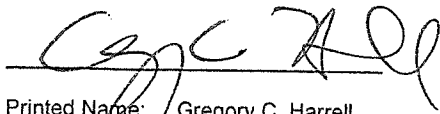
Title

Aug 13, 2021

Date

AMENDMENT TO
LUMEN MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION

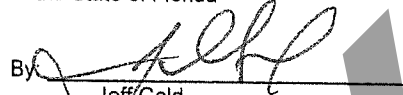
ATTEST:


Printed Name: Gregory C. Harrell
Clerk of Court
Date: August 17, 2021

For Use and Reliance of Marion County Only,
Approved as to Form and Legal Sufficiency


E. Alt, Senior Assistant County Attorney

MARION COUNTY, a political subdivision
of the State of Florida

By: 
Jeff Gold
Its: Chairman
Date: August 17, 2021

BCC Approved:
Acceptance Date: August 17, 2021

Customer's Address for Notices: Marion County Public Safety
Communications, RADIO DIVISION, 2710 E. Silver Springs
Blvd., OCALA, FL 34471 and County Administrator, 601 SW
25th Ave., Ocala, FL 34470

Customer's
Email Addresses for Notice Purposes are:
Procurement@MarionCountyFL.org and
Alphonso.Gordon@MarionCountyFL.org
Person Designated for Notices: Respectfully, see above.

FOR INTERNAL CENTURYLINK REFERENCE
Contract ID(s) of Agreement being amended: 2193640

**AMENDMENT TO
CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION
CENTURYLINK® DOMESTIC NETWORK DIVERSITY®
SERVICE EXHIBIT**

1. General; Definitions. This Service Exhibit is applicable only where Customer orders Domestic Network Diversity (the "Service" or "Diversity") for underlying services in the continental United States and incorporates the terms of the Master Service Agreement or other service agreement and RSS, under which CenturyLink provides services to Customer (the "Agreement"). CenturyLink may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Exhibit are defined in the Agreement or Order. Customer may submit requests for Service in a form designated by CenturyLink ("Order").

"Card Diversity" means the secondary or diverse circuit that originates and/or terminates onto a separate card on the same device within the same CenturyLink POP as the primary circuit.

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S., Alaska and Hawaii, which is comprised only of physical media, switches, including switches, circuits, and ports that are operated by CenturyLink.

"Dedicated IP Access" means a special access local loop connection, from the Customer premises to an IP POP ("POP").

"Device Diversity" means the secondary or diverse circuit that originates and/or terminates in a separate aggregation device (such as routers, switches, NID) within the same IP POP as the primary service.

"ELA" or "Ethernet Local Access" means CenturyLink Provided Access using Ethernet over SONET technology and is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1Gbps).

"IP POP" is a CenturyLink POP where IP edge routers are located on the CenturyLink Domestic Network and IQ Networking Service is available.

"IP POP Diversity" means the diverse circuit that originates and/or terminates in a physically separate IP POP from the primary circuit.

"CenturyLink POP" means a point of presence ("POP") on the CenturyLink Domestic Network.

"Pricing Attachment" means a document containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit.

"Single Circuit Diversity" unless otherwise stated in this Service Exhibit, means an individual circuit on the CenturyLink Domestic Network that either: (a) is routed to, or; (b) avoids a specified geographic location along the circuit's path between the originating and terminating CenturyLink transport POP buildings, subject to availability.

"SLA" means the service level agreement specific to the Service, located at <http://www.centurylink.com/legal/>, which is subject to change.

"Special Access" means CenturyLink Provided Access using Digital Signal speeds DS-0, DS-1, and DS-3 or Optical Carrier signal speeds OC-3, OC-12, OC-48, and OC-192.

"Switch Diversity" means the secondary or diverse circuit that originates and/or terminates in a separate CenturyLink switch from the primary circuit. Depending on available network facilities, the circuits may originate and/or terminate at the same or different CenturyLink POP.

"Transport Diversity" means two or more diversely related circuits that are independently routed on the CenturyLink Domestic Network transport systems between the originating and terminating CenturyLink POP buildings, subject to availability. At Customer's request and subject to availability, CenturyLink will provision diversely related Underlying Services from different CenturyLink POP buildings in the originating and/or terminating cities. In some instances, the diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

"Underlying Service" means an approved CenturyLink service offering on the CenturyLink Domestic Network that also supports Diversity.

"Wavelength Local Access" means CenturyLink Provided Access using wave division multiplexing technology at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.

2. Service.

2.1 Description. Diversity is an enhanced routing option that routes an Underlying Service according to either: (a) a Customer-defined routing between two or more diversely related circuit(s); or (b) a predefined path that either routes to or avoids a specified geographic location on the circuit path ("Single Circuit Diversity") according to Customer's requirements, unless otherwise noted below; and (c) identifies and maintains the diversely routed circuit(s) in the CenturyLink provisioning systems, until the Service is cancelled. Diversity does not provide switching and/or routing of Customer's digital transmissions between primary and diversely routed circuits in the event of a failure on any one circuit or port. CenturyLink only offers protection switching, if any, inherent with the Underlying Services. The Diversity options described in this Service Exhibit are subject to availability and technical feasibility. The SLA is effective as of the first day of the second month after initial installation of Service. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. CenturyLink's Underlying Services include: Domestic Private Line Service, EPL, Optical Wavelength, IQ Networking Service (including Internet Ports and Private Ports), ATM Service, Frame Relay Service, Dedicated Domestic Outbound/Inbound Long Distance Service ("Long Distance"), and related Local Access Service. The Underlying Services will, except to the extent modified in this Service Exhibit, be offered pursuant to the terms and conditions of the Agreement, Service Exhibits, and/or RSS applicable to the Underlying Services.

**AMENDMENT TO
CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION
CENTURYLINK® DOMESTIC NETWORK DIVERSITY®
SERVICE EXHIBIT**

2.2 Diversity Configurations. Diversity configurations vary based on the Underlying Service. See below for options, subject to available network facilities.

(a) **Domestic Private Line Diversity Service.** Domestic Private Line Diversity Service is offered at circuit speeds of DS-1, DS-3, OC-3, OC-12, and OC-48. CenturyLink does not offer DS-0 and Fractional DS-1 Domestic Private Line Diversity Services. CenturyLink's routing of the diverse Domestic Private Line circuit(s) is based on the route of the designated working path of the circuit(s). Domestic Private Line Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity or Transport Diversity. In some instances, the diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

(b) **EPL Diversity Service.** EPL Diversity Service is offered at circuit speeds of 50 Mbps, 100 Mbps, 150 Mbps, 500 Mbps, 600 Mbps, and 1000 Mbps. CenturyLink's routing of the diverse EPL circuit(s) is based on the route of the designated working path of the circuit(s). EPL Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity or Transport Diversity.

(c) **Optical Wavelength Diversity Service.** Optical Wavelength Diversity Service is offered as an unprotected point-to-point transmission path between an originating and terminating CenturyLink POP at circuit speeds of 1 GbE, 2.5 Gbps and 10 Gbps. Optical Wavelength Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity or Transport Diversity.

(d) **IQ Networking Diversity Service.** IQ Networking is offered at circuit speeds of DS-1, IMA (2xDS-1 up to 8xDS-1s), DS-3, OC-3, OC-12, and OC-48 transmission rates. DS-1s within an Nx bundle must all connect to the same POP. IQ Networking Diversity Service is offered in the following configurations but not in combination: IP POP Diversity, Device Diversity, Card Diversity, or Single Circuit Diversity. IQ Networking Single Circuit Diversity on the CenturyLink Domestic Network means a circuit that is routed to a specified IP POP. The secondary or diverse circuit cannot be used to load-balance Customer's traffic. The secondary or diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

(e) **ATM/Frame Relay Diversity Service.** ATM Diversity Service is offered at circuit speeds of DS-1, IMA (2xDS-1 up to 8xDS-1s), DS-3, OC-3, and OC-12 and Frame Relay Diversity Service is offered at circuit speeds of DS-1 and DS-3. DS-1s within an Nx bundle must all connect to the same POP. ATM/Frame Relay Diversity is offered in the following configurations, but not in combination: POP Diversity, Switch Diversity, Card Diversity, or Single Circuit Diversity. The diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

(f) **Long Distance Diversity Service.** Long Distance Diversity Service is offered at circuit speeds of DS-1, DS-3, OC-3, OC-12, and OC-48. The diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit. Long Distance Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity, Switch Diversity, or Card Diversity. Long Distance Single Circuit Diversity on the CenturyLink Domestic Network means a circuit that is routed to a specified CenturyLink voice switch.

(g) **Local Access Diversity Service.** Local Access Diversity Service is an enhancement to Local Access that: (a) routes circuits based on Customer's reasonable routing requirements; and (b) identifies and maintains the Local Access circuits as diversely routed circuits in the CenturyLink provisioning systems. Local Access Diversity Service is offered with: (c) Special Access at circuit speeds of DS-1, 2xDS-1 up to 8xDS-1*, DS-3, OC-3, OC-12, and OC-48; (d) ELA at bandwidths varying from 1 Mbps to 1000 Mbps (1Gbps); or (e) Wavelength Local Access at 1 Gbps, 2.5 Gbps and 10 Gbps and may include CenturyLink ordering circuits utilizing alternate Central Offices or alternate Serving Wire Centers. DS-1s within an Nx bundle must all connect to the same POP. CenturyLink does not have direct control of the routing, installation, maintenance, performance, etc. of the third party local access facilities ordered on behalf of the Customer.

2.3 Ordering of Diversity Services. CenturyLink will notify Customer of acceptance of requested Service in the Order by delivering the date by which CenturyLink will install Service (the "Customer Commit Date"). CenturyLink will use commercially reasonable efforts to install each Service on or before the Customer Commit Date, but the inability of CenturyLink to deliver Service by that date will not be a default under the Agreement.

2.4 Service Conditions.

(a) CenturyLink will not provide special construction, defined as when construction or build-out is required prior to services, as part of the Service. Any requests for special construction are handled on an individual case basis.

(b) Customer understands and agrees that CenturyLink has no visibility into the location of fiber strands, conduits, and other network facilities of other carriers and that CenturyLink will not attempt to identify and/or manage other carrier's facilities as part of the Service. Furthermore, Customer understands and agrees that CenturyLink may rearrange (groom) Customer's circuits in accordance with standard CenturyLink network maintenance activities. If a CenturyLink-initiated network rearrangement removes the Customer's diversity, then CenturyLink will notify Customer to determine alternative Diversity solutions, if any.

(c) Customer may experience increased latency on diversely routed circuit(s) due to increased actual routing mileage.

**AMENDMENT TO
CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION
CENTURYLINK® DOMESTIC NETWORK DIVERSITY®
SERVICE EXHIBIT**

(d) **Single Diverse Circuit Additional Mileage Charges.** If CenturyLink, in its sole discretion, determines that Customer's specified geographic routing criteria on a Single Circuit Diversity request results in excessive additional mileage, CenturyLink may charge Customer actual mileage charges on the Underlying Service.

(e) Customer acknowledges that diverse circuits must have traffic on them for CenturyLink to monitor connectivity.

3. **Term.** The term of this Service Exhibit will begin on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the termination of the last Service ordered under this Service Exhibit. Service will automatically terminate on the termination of the Underlying Service.

4. **Charges.** Customer will pay all Diversity charges set forth in a valid quote, Order Form or Pricing Attachment, in addition to the charges for the Underlying Services. If backhaul routing is required to complete Customer's Diversity order for IQ Networking (including Internet Ports and Private Ports), ATM Service, Frame Relay Service, or Long Distance, Customer will pay the backhaul charges for each diversely routed circuit. 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"). The Service is not entitled to the CTA Discount. Additional rates, charges and fees for Service elements not identified in the Agreement are located in the applicable Tariff. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/aboutus/legal/tariff-library.html?rid=tariffs>

5. **Other Terms.**

5.1 **General.** Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

5.2. **Cancellation and Termination Charges.** This Section replaces the Cancellation and Termination Charges Section in the Agreement:

(a) **Cancellation.** 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. Cancellation of an Order for Diversity will also cancel the Order for the Underlying Service and any cancellation charges for the Underlying Service will apply.

(b) **Termination.** Either party may terminate Diversity (i) after the delivery of a Connection Notice upon 60 days' prior written notice to the other party, or (ii) for Cause. If Customer terminates Diversity for any reason other than for Cause, or if Diversity is terminated by CenturyLink for Cause, Customer will also terminate the Underlying Service and Customer will pay CenturyLink the termination charge for the Underlying Service in addition to any charges for Diversity incurred but unpaid through the effective date of the termination. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment). The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

(c) If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the applicable termination charges for all Services, in addition to any and all charges that are accrued but unpaid as of the termination date.

5.3 **Installation, Maintenance and Repair.** The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

5.4 **Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: BusinessDisconnects@Centurylink.com. Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. 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: Care.Inquiry@Centurylink.com. All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

5.5 **Acceptable Use Policy and Use of Service.** CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, and (d) violates the Use of Service terms or compliance terms.

**AMENDMENT TO
CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION
CENTURYLINK® DOMESTIC NETWORK DIVERSITY®
SERVICE EXHIBIT**

5.6 CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

5.7 Conflicts. If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: http://www.centurylink.com/tariffs/clc_info_services.pdf. "RSS" means as applicable: CenturyLink's Rates and Services Schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_10.pdf for CenturyLink's International No.2 RSS and at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_10.pdf for CenturyLink's Interstate No. 3 RSS. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/aboutus/legal/tariff-library.html?rid=tariffs>.

5.8 Fees. Charges for certain Services are subject to (a) a property tax surcharge and (b) a 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.

**AMENDMENT TO
CENTURYLINK MASTER SERVICE AGREEMENT
STATE, LOCAL AND EDUCATION GOVERNMENT AGENCIES VERSION
DOMESTIC NETWORK DIVERSITY SERVICES PRICING ATTACHMENT**

This Domestic Network Diversity Service Pricing Attachment ("Pricing Attachment") is appended to, and subject in all respects to, the Master Service Agreement between CenturyLink Communications, LLC and Customer ("Agreement") and the Domestic Network Diversity ("Diversity") Service Exhibit to which this is attached. Except as set forth in this Pricing Attachment, capitalized terms will have the definitions assigned to them in the Agreement or the Domestic Network Diversity Service Exhibit.
Pricing in this Pricing Attachment is for Diversity-related charges only. The Agreement, Service Exhibit, and/or Services Schedule contain the pricing and terms for the Underlying Service(s).

RATES AND CHARGES

1. Rates and Charges - The following rates and charges apply to Domestic Network Diversity Service based on the Underlying Service's circuit speed.

Diversity Enhancement Monthly Recurring Charges – Customer will pay only one Diversity Enhancement MRC per end to end circuit (that is with or without diversity on the CenturyLink ordered local access).

Address of Service: **2024 SW 8th PL., Ocala FL 34471**

Circuit Type	"Diversity Enhancement MRC"
20 Megabits	\$150 - Waived

2. CenturyLink IQ Networking Diversity Service Rates

Check the applicable elements of Diversity Service ordered.

- ☐ IP POP Diversity ☒ Device (ROUTER/NID) Diversity
☐ Card Diversity ☐ Single Circuit Diversity

Location: Address and NPA/NXX	Circuit Type	Circuit ID (if available)	Diversity Enhancement MRC	Backhaul MRC	Other Related Local Access Diversity Charges
2024 SW 8 th PL., Ocala FL 34471 352/351	IQ Private	TBD	\$50.00	\$0	\$0

Agreement Document from Lumen

Final Audit Report

2021-08-13

Created:	2021-08-13
By:	Skip Lakey (skip.m.lakey@lumen.com)
Status:	Signed
Transaction ID:	CBJCHBCAABADzQEVI_ntetS_u7gB7xEWtQ4GucWARIS

"Agreement Document from Lumen" History

- Document created by Skip Lakey (skip.m.lakey@lumen.com)
2021-08-13 - 1:08:18 PM GMT- IP address: 13.110.74.8
- Document emailed to Steve Arneson (pomdirectorsignature@centurylink.com) for signature
2021-08-13 - 1:09:33 PM GMT
- Email viewed by Steve Arneson (pomdirectorsignature@centurylink.com)
2021-08-13 - 2:03:18 PM GMT- IP address: 155.70.52.165
- Document e-signed by Steve Arneson (pomdirectorsignature@centurylink.com)
Signature Date: 2021-08-13 - 2:04:59 PM GMT - Time Source: server- IP address: 155.70.52.165
- Agreement completed.
2021-08-13 - 2:04:59 PM GMT