

AGENDA ITEM FOR ADMINISTRATIVE MEETING

( ) Discussion only  
( X ) Action

FROM (DEPT/ DIVISION): Douglas R. Olsen  
County Counsel

SUBJECT: Dispatch Maintenance Payment

|  |  |
|--|--|
| <p>Background: The payment for annual licenses and maintenance for the dispatch stations is before the Board for approval due to the amount.</p> | <p>Requested Action: Approve payment to Lumen in the amount of \$34,660.81</p> |
|--|--|

ATTACHMENTS: Quote

\*\*\*\*\*For Internal Use Only\*\*\*\*\*

Checkoffs:

- ( ) Dept. Head (copy)
- ( ) Budget (copy)
- ( ) Fiscal
- ( X ) Legal (copy)
- ( ) (Other - List:)

To be notified of Meeting:  
Karen Primmer

Needed at Meeting:

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Scheduled for meeting on: May 4, 2022

Action taken:

CPE MAINTENANCE QUOTATION

**CUSTOMER :** E911 UMATILLA CRIMINAL JUSTICE  
**BILL TO NAME :** E911 UMATILLA CRIMINAL JUSTICE  
**BILL TO ADDRESS:** 4700 NW PIONEER PL, PENDELTON, OR, 97801-9038  
**QUOTATION NUMBER :** QIA84416-MO-LU\_5  
**CREATE DATE :** 24-JAN-2022  
**QUOTATION VALID THROUGH :** 21-JUL-2022  
**CONTRACT SERVICE START DATE :** 01-APR-2022  
**CONTRACT SERVICE END DATE :** 31-MAR-2023  
**NET AMOUNT OF CONTRACT :** \$34,660.81  
**CURRENCY VALUE EXPRESSED IN :** USD



| INSTALL SITE ADDRESS  | PART NUMBER      | PART DESCRIPTION          | QUANTITY | SERIAL NUMBER | SUPPORT | SUPPORT DESCRIPTION   | START DATE  | END DATE    | NET AMOUNT  |
|---|------------------|---------------------------|----------|---------------|---------|-----------------------|-------------|-------------|-------------|
| E911 UMATILLA CTY CRIMINAL JUSTICE - UMATILLA COUNTY, 4700 NW PIONEER PL, PENDELTON, OR, 97801-9038 | 04000-68005-RNWL | V-SVR BASIC RNWL SPT 1YR  | 2        |               | LUMEN   | PRM 24X7X4 HR-MATONLY | 01-APR-2022 | 31-MAR-2023 | \$253.33    |
|   | SS-OSQ-VSSL-1Y   | SPT VS BSC 1YR            | 6        |               | LUMEN   | STD 8X5XNBD-MATONLY   | 01-APR-2022 | 31-MAR-2023 | \$8,320.00  |
|   | 809800-35110     | V911 IRR SW SPT 1YR       | 6        |               | LUMEN   | STD 8X5XNBD-MATONLY   | 01-APR-2022 | 31-MAR-2023 | \$1,504.00  |
|   | 04000-00176      | SW SPT ANALOG GATEWAY 1YR | 4        |               | LUMEN   | STD 8X5XNBD-MATONLY   | 01-APR-2022 | 31-MAR-2023 | \$320.00    |
|   | 809800-16231     | SEC MGMT 3.1 SVC 1YR      | 16       |               | LUMEN   | STD 8X5XNBD-MATONLY   | 01-APR-2022 | 31-MAR-2023 | \$8,085.33  |
|   | FOTS             | LUMEN SUPPORT             | 1        |               | LUMEN   | PRM 24X7X4 HR         | 01-APR-2022 | 31-MAR-2023 | \$16,178.15 |

TOTAL SUMMARY

TOTAL NET PRICE: \$34,660.81

E911 UMATILLA CRIMINAL JUSTICE

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**Terms and Conditions Governing This Order Form**

1. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 2. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

2. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) or Master Service Agreement(s), Public Safety Version, and applicable Service Schedule(s) between CenturyLink Communications, LLC d/b/a Lumen Technologies Group and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement or Master Service Agreement, Public Safety Version, with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement or Master Service Agreement, Public Safety Version, and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice. Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from Lumen. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's unsecured default or if Lumen terminates due to Customer's unsecured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: [www.lumen.com/ancillary-fees](http://www.lumen.com/ancillary-fees). "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

3. 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.

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

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

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

7. Charges/Orders. Items described in the Catalog Number and Description columns above reflect the Lumen Services ordered and identified above the table. Despite anything to the contrary, NRCs are NOT waived unless this Order or an Order Addendum expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Order or Order Addendum or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary. If in this Order Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

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