

**THIRD AMENDMENT TO  
PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

CENTURYLINK COMMUNICATIONS, LLC  
doing business as LUMEN TECHNOLOGIES GROUP

Internet Service Provider (RFP No. 1841)

THIS THIRD AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Third Amendment”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and CENTURYLINK COMMUNICATIONS, LLC, doing business as LUMEN TECHNOLOGIES GROUP, a Delaware limited liability company authorized to do business in California (“Consultant”), with respect to the following:

**RECITALS**

A. The City and Consultant entered into that certain Professional Consultant Services Agreement dated March 26, 2019 (“Agreement”), for Internet Service Provider (RFP No. 1841), which expires on November 30, 2021.

B. The City and Consultant entered into that certain First Amendment to Professional Consultant Services Agreement dated December 6, 2021 (“First Amendment”), to extend the term and increase the compensation.

C. The City and Consultant entered into that certain Second Amendment to Professional Consultant Services Agreement dated February 24, 2022 (“Second Amendment”), to add Distributed Denial of Service (“DDoS”) Mitigation Service for twelve (12) months and increase the compensation.

D. The Agreement is currently set to expire March 31, 2024.

E. The City and Consultant desire to extend the term of the agreement for an additional year to March 31, 2025, with an option to extend for two additional one-year terms.

NOW, THEREFORE, incorporating the recitals set out above, the parties hereto mutually agree to the following amendment to the Agreement.

1. Section 2, **Term**, is hereby amended to extend the term of the Agreement to March 31, 2025, with the option to extend the term for two (2) additional one-year terms.

2. Section 3, **Compensation/Payment**, is hereby amended to provide that compensation for the extended term shall be in the amount of Three Thousand Three Hundred Dollars (\$3,300.00) per month for twelve (12) months, exclusive of any applicable taxes, fees, and/or surcharges.

3. Exhibit "B-3" is attached hereto and hereby incorporated by this reference into the Agreement.

4. All other terms and conditions of the Agreement between the parties, which are not inconsistent with the terms of this Third Amendment, shall remain in full force and effect as if fully set forth herein.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE,  
a California charter city and municipal  
corporation

CENTURYLINK COMMUNICATIONS,  
LLC, doing business as LUMEN  
TECHNOLOGIES GROUP, a Delaware  
limited liability company authorized to do  
business in California

By: \_\_\_\_\_  
Mike Futrell  
City Manager

By: Alex Khanin  
Alex Khanin (Jan 26, 2024 11:59 MST)  
Its: 1/26/2024


ATTEST:

\_\_\_\_\_  
Donesia Gause  
City Clerk

Certified as to Availability of Funds:

By:   
Chief Financial Officer

APPROVED AS TO FORM:

By:   
Ruthann M. Salera  
Deputy City Attorney

**EXHIBIT "B-3"**

**Customer Information and Contract Specifications**

**Customer Name:** City of Riverside  
**Account Number:** 3-A60804

**Currency:** USD  
**Monthly Recurring Charges (MRC):** \$1,800.00  
**Non Recurring Charges (NRC):** 0

**Service Order**

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
3900 MAIN ST RIVERSIDE CALIFORNIA 92522 0001 UNITED STATES	<b>Service ID: 440748653</b> <b>Dedicated Internet Access</b> <b>332438882</b>	Modify	12	1				
	<b>Access - On Net</b> <b>332438883</b>	Modify	12	1			\$300.00	\$0.00
	- Bandwidth = 10 GigE - Ethernet Switched Access (500- 6,000)							
	- On Net Protection=Unprotected							
	- Access Sub Bandwidth=3000 Mbps							
	<b>IP Port</b> <b>332438885</b>			1	\$0.00	\$0.00	\$0.00	\$0.00
	<b>IP Logical</b> <b>332438884</b>			1	\$1,500.00	\$0.00	\$1,500.00	\$0.00
	- Billing Method=Flat Rate							
	- Peak Data Rate in Mbps=3000							
	- Committed Data Rate in Mbps=3000							
	<b>Subtotal</b>						<b>\$1,800.00</b>	<b>\$0.00</b>
	<b>Totals</b>						<b>\$1,800.00</b>	<b>\$0.00</b>

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

**SLED Terms and Conditions Governing This Order**

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this Order. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.

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2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors or increased construction costs. Customer has 5 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.

3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

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

Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: [www.lumen.com/ancillary-fees](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.

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

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

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

8. Unless otherwise set forth in a Service Attachment, Customer will pay Lumen's standard ancillary charges for expedited and additional activities, features, or options as set forth in the Ancillary Fee Schedule, available at <http://www.lumen.com/ancillary-fees>. If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

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

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

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

## **Additional Order Terms**

### Invoices

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

### Activation Support

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

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**Signature Block**

<b>Customer: City of Riverside</b>	
<b>Total MRC: \$1,800.00</b>	
<b>Total NRC: 0</b>	
Signature:	
Name:	_____
Title:	_____
Date:	_____

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

Attested by:

**Document Generation Date: 12-06-2023**

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# Renewal Order Form

Customer Name: City of Riverside  
 BusOrg ID: 3-A60804  
 Transaction ID: 204330-12-04  
 Requestor: Campbell, Erin (Erin)

Billing Account Number: 5-BQXRVCYJ

Currency: USD

A Location Address (SCID)	Z Location Address (SCID)	Line Item Description	Product	PIID	SCID	New Service Term (Months)	Current Burstable	New Burstable	Current MRC	New MRC
3900 MAIN STREET, RIVERSIDE, CA, UNITED STATES, 92522		DDOS GRE Service **NA MRC	DDoS Mitigation Services	443865408	341851642**SW	12			1,000.00	1,000.00
3900 MAIN STREET, RIVERSIDE, CA, UNITED STATES, 92522		DDOS GRE Service **NA MRC	DDoS Mitigation Services	443865416	341851671**SW	12			250.00	250.00
3900 MAIN STREET, RIVERSIDE, CA, UNITED STATES, 92522		DDOS GRE Service **NA MRC	DDoS Mitigation Services	443865416	341851670**SW	12			250.00	250.00
									<b>1,500.00</b>	<b>1,500.00</b>

R639965



**Summary of Monthly Recurring Charges**

**Billing Account Number:** 5-BQXRVCVYJ

**Currency:** USD

**Total New MRC:** 1,500.00

R639965

## Terms and Conditions

1. "Lumen" is defined for purposes of this renewal Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group or its affiliated entities providing Services under this renewal Order. This confidential renewal Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in Section 2. Customer places this renewal Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this renewal Order and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified. The Services in this renewal Order are renewed subject to the service agreement(s) and applicable Service Exhibit(s)/Service Schedule(s) between Lumen and Customer (or its affiliate if expressly provided for under such affiliate service agreement) governing the Service(s) during their current Service Term ("Existing Agreement"), to the extent not in conflict with these terms. At the expiration of the Service Term, Service will continue month-to-month at the existing rates, subject to adjustment by Lumen on 30 days' written notice. If Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen early termination liability charges equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for months 13 through the end of the Service Term; and (4) if not recovered by the foregoing, 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 under this Agreement.
2. Customer-signed renewal Order must be received and processed by Lumen at least 15 calendar days prior to the start of the next full invoice cycle for the rates and New Service Term to be effective on that following invoice. Otherwise, rates and New Service Term will be effective as of the second full monthly invoice for such Services following receipt by Lumen. Acceptance of this renewal Order will be evidenced by Lumen's implementation of rates or New Service Term set forth in this renewal Order. Until Lumen accepts this renewal Order, Customer's pricing for existing Services will continue to be governed by the Existing Agreement, and Customer will pay any charges that are accrued but unpaid under the Existing Agreement.
3. Your existing service configurations (e.g., bandwidth, port type, seat type, and maintenance option) will remain the same, and Lumen's internal records will control for purposes of determining your configurations. The Lumen entity providing Services is identified on the invoice. If your Existing Agreement has a minimum service period, then the minimum service periods for existing Services will not carry forward.
4. 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 renewal 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.
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. Unless otherwise set forth in a Service Attachment, Customer will pay the 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).
7. If your network service utilizes TDM access, then the following apply: (a) During the Service Term and on 60 days' prior written notice, Lumen may re-provision Services ("Service Re-provision"). If Customer objects to the Service Re-provision, Customer may terminate the affected Service by notifying Lumen in writing within 30 days of the date of the Service Re-provision notification; and (b) During the Service Term, Lumen may increase rates for off-net TDM Services. Lumen will provide Customer 60 days' prior written notice before implementing the increase ("Rerate Notice"). If Customer objects to the increase, Customer must notify Lumen in writing within 30 days of the date of the Rerate Notice whether Customer will (i) receive the affected Service on a month-to-month basis or (ii) terminate the affected Service, subject to early termination liability charges. Under subsection (ii), Customer's requested disconnect date must be within 90 days of the Rerate Notice. Unless Customer so notifies Lumen, the affected Service will continue to be provided at the rates set forth in the Rerate Notice.



Customer Name: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Renewal Pricing Expires On: 01-Feb-24

Attested by: \_\_\_\_\_