



**ACTION SHEET  
CITY COUNCIL COMMITTEE MEETING OF 06/24/2015  
ITEM FROM FINANCE COMMITTEE MEETING OF 06/15/2015**

**ISSUE:**

17. Request for Approval of Agreement – Integrated Services Digital Network Primary Rate Service a/k/a ISDN PRS for ITT Division; CenturyLink QC. (Yodel Catanach)

**FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM**

**FUNDING SOURCE: 12029.514100**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

06/15/2015

# City of Santa Fe, New Mexico

# memo

**DATE:** May 27, 2015

**TO:** Finance Committee/City Council

**VIA:** Oscar Rodriguez, Finance Department Director 

Robert Rodarte, Purchasing Officer 

Renée Martínez, ITT Department Director 

**FROM:** Yodel M. Catanach, Telecommunication Specialist 

**RE:** Century Link Integrated Services Digital Network Primary Rate Service a/k/a ISDN PRS

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## **SUMMARY:**

ITT Department is requesting approval for Century Link for Integrated Services Digital Network Primary Rate Service, a/k/a ISDN PRS, for all city offices. The benefit of this service is to provide Departments with administrative functions such as caller setup, number assignment and changing the caller ID name. We currently have this service in place with Century Link on a month to month basis; by approving this contract for 4 years the monthly fee will be \$3,920 opposed to \$6,688.25 which is a monthly savings of \$2,768.25. This will save the City \$ 33,219 yearly for the term of the contract.

## **ACTION:**

Please approve the CenturyLink Integrated Services Digital Network Primary Rate Service a/k/a ISDN PRS Agreement. The account will be primarily paid out of ITT Communication Line Item 12029.514100.

Thank you for your assistance.

## CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Century Link

Procurement Title: Integrated Services Digital Network Primary Rate Service a/k/a ISDN PRS

Other Methods: State Price Agreement  Cooperative  Sole Source  Exempt  Other  18.7.B

Department Requesting/Staff Member ITT Department Renee Martinez

**Procurement Requirements:**

*A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .*

**REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\***

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Yodel M Catanach – Telecom Specialist

Department Rep Printed Name and Title

Yodel M Catanach

Department Rep Signature attesting that all information included

[Signature] 6/5/15

Purchasing Officer attesting that all information is reviewed

**REQUIRED DOCUMENTS FOR OTHER METHOD FILE\***

YES	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Sole source Request and Determination Form
<input type="checkbox"/>	<input type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval of exempt procurement
<input type="checkbox"/>	<input type="checkbox"/>	Copies of all Sole Source submittals

\*

Other: \_\_\_\_\_

**AWARD\***

YES N/A

Fully executed Memo to Committees from the Department with recommendation of award  
  Other: \_\_\_\_\_

**CONTRACT\***

YES N/A

Copy of Executed Contract  
  Copy of all documentation presented to the Committees  
  Finalized Council Committee Minutes  
  Other: \_\_\_\_\_

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

**Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.**

Yodel M Catanach - Telecommunication Specialist  
Department Rep Printed Name and Title

  
Department Rep Signature attesting that all information included

**18. EXEMPTIONS**

**18.1** All procurement shall be achieved by competitive sealed bids or formal proposals, except as follows:

1. Section 6, SMALL PURCHASES: PURCHASES OF TANGIBLE PERSONAL PROPERTY UNDER \$50,000.
2. Section 11, COOPERATIVE PROCUREMENT.
3. Section 12, PROCUREMENT BY THE CITY ON BEHALF OF OTHER GOVERNMENTAL ENTITIES.
4. Section 16, SOLE SOURCE PROCUREMENTS.
5. Section 17, EMERGENCY PROCUREMENTS.
6. Section 24, PROCUREMENT OF PROFESSIONAL SERVICES UNDER \$50,000.
7. Procurements exempted from competitive procurement are as follows:
  - a. printing and duplicating contracts required in connection with court proceedings;
  - b. purchases of publicly provided utilities such as: gas, electricity, water, telephone, cable TV;

\*



CITY OF SANTA FE  
 ITT DIVISION  
 Bill Date: Oct 4, 2014  
 Account No: N-505-111-1200 753M

For questions, call 1 800 777-9594  
 Summary Bill

**List of Accounts**

Account	Account Code	Service Changes	Amount
N 505 111-1200 753			107,421.76
N 505 455-0706 802	PD IMP 33 HUEY		466.63
Circuit Number 54.HCXX.003726..MS			
N 505 455-0756 767	SFCCC		696.35
Circuit Number 101A T1ZF SNFENMAXHAA SNFENMMADC0			
N 505 455-0921 850			162.79
Circuit Number 59.UHXX.000129..MS			
N 505 455-1263 812	SFCCC LSIC		333.12
Circuit Number 54.HCXX.025640..MS			
N 505 455-1328 150	ALI RECDS		122.28
N 505 455-1402 085	PD DUI IMP		373.34
Circuit Number 59.HCXX.003997..MS			
N 505 455-2038 104			266.05
Circuit Number 54.HCXX.004188..MS			
N 505 471-0020 621	WWM 73 P RL		266.61
Circuit Number 59.DHDA.000011..MS			
N 505 471-0022 631	MRC		266.61
Circuit Number 59.DHDA.000012..MS			
N 505 471-0034 735	AIRPT 121 AVA		269.88
Circuit Number 59.DHDA.000025..MS			
N 505 471-0682 723	WWM 73 P RL		296.43
Circuit Number 54.HCGL.001312..MS			
N 505 471-0742 742	AIRPT 121 AVA		373.34
Circuit Number 54.HCXX.003787..MS			
N 505 471-0919 305	RECC 443 ARP'T		69.68
Circuit Number 59.PLXX.000047..MS			
N 505 471-1491 592	PD 6601 VAL WY		70.52
Circuit Number 59.UCXX.000355..MS			
N 505 471-1492 593	PD 6601 VAL WY		70.52
Circuit Number 59.UCXX.000356..MS			
N 505 471-1508 311	PD 6601 VAL WY		70.52
Circuit Number 59.UCXX.000361..MS			
N 505 471-1509 312	PD 6601 VAL WY		70.52
Circuit Number 59.UCXX.000362..MS			
N 505 471-1510 313	PD 6601 VAL WY		70.52
Circuit Number 59.UCXX.000363..MS			
N 505 471-2346 921	CH ANIML CTRL		296.43
Circuit Number 54.HCXX.002785..MS			
N 505 471-2521 546	PD 6601 VAL WY		70.52
Circuit Number 59.UCXX.000461..MS			
N 505 471-2523 547	PD 6601 VAL WY		70.52
Circuit Number 59.UCXX.000462..MS			
N 505 471-2597 005	PD CTY JAIL		304.19
Circuit Number 59.DHXX.000461..MS			
N 505 471-2945 969	PD 6601 VAL WY		70.52
Circuit Number 59.UCXX.000531..MS			
N 505 471-3458 573	TL ST FRANCIS		485.12
Circuit Number 59.UGXX.000103..MS			
N 505 471-4721 712	52300 WTP		64.32
Circuit Number 59.SGAA.90700..MS			
N 505 471-5373 993	AIRPT MAINT		70.10
Circuit Number 59.OSNA.000226..MS			
N 505 471-5592 662	ARPT EMER RING		171.95
Circuit Number 59.PLXX.506734..MS			
N 505 474-0070 427	PD IMP 33 HUEY		323.61
Circuit Number 59.UHXX.000286..MS			

*continued on back*



For questions, call 1 800 777-9594  
Summary Bill

CITY OF SANTA FE  
ITT DIVISION  
Bill Date: Oct 4, 2014  
Account No: N-505-111-1200 753M

List of Accounts

Account	Account Code	Service Changes	Amount
N 505 820-0038 950 Circuit Number 59.UCXX.000092..MS	SENRS ALTOLUIS		70.52
N 505 820-0039 951 Circuit Number 59.UCXX.000093..MS	SENRS ALTOLUIS		70.52
N 505 820-0040 952 Circuit Number 59.UCXX.000094..MS	SENRS ALTOLUIS		70.52
X N 505 820-0045 210 Circuit Number 101 T1ZF SNFENMGGHAC SNFENMMADC0	52300 WATER		696.35
N 505 820-0120 008 Circuit Number 59.OSNA.000385..MS	SENRS ALTOLUIS		70.52
N 505 820-0121 906 Circuit Number 59.OSNA.000386..MS	SENRS ALTOLUIS		70.52
N 505 820-0122 907 Circuit Number 59.OSNA.000387..MS	SENRS ALTOLUIS		70.52
N 505 820-0961 240 Circuit Number 59.UCXX.000230..MS	SENRS PACHECO		70.52
N 505 820-1068 305 Circuit Number 59.UCXX.000263..MS	CH ALAM PRKG		70.52
N 505 820-1426 623 Circuit Number 59.USXX.000219..MS	52155 E W PRK		167.14
N 505 820-1429 629 Circuit Number 59.USXX.000220..MS	52155 SND PRK		167.14
N 505 820-1450 600 Circuit Number 59.UCXX.00308..MS	SENRS ALTOLUIS		70.52
N 505 820-3805 842 Circuit Number 59.UCXX.000514..MS	SENRS ALTOLUIS		70.52
N 505 955-0011 646	ALI RECDS		123.78
N 505 982-0017 660 Circuit Number 59.DHDA.000010..MS	FS4 ARYO CHAM		117.82
N 505 982-0032 722 Circuit Number 59.DHDA.000016..MS	SAL PER 601 ALT		117.82
X N 505 982-0165 407 Circuit Number 102 T1ZF SNFENMMADC0 SNFENM46H01	CH TRUNK		696.35
N 505 982-0166 427 Circuit Number 103 T1ZF SNFENMMADC0 SNFENM46H01	CH TRUNK		696.35
N 505 982-0167 447 Circuit Number 104 T1ZF SNFENMMADC0 SNFENM46H01	CH TRUNK		696.35
N 505 982-0168 467 Circuit Number 105 T1ZF SNFENMMADC0 SNFENM46H01	CH TRUNK		696.35
N 505 982-0169 487 Circuit Number 106 T1ZF SNFENMMADC0 SNFENM46H01	CH TRUNK		696.35
N 505 982-0170 426 Circuit Number 101 T1ZF SNFENMMADC0 SNFENM50H01	POLICE TRNK		906.90
N 505 982-0171 446 Circuit Number 101 T1ZF SNFENMMADC0 SNFENM51H01	SILER TRNK		906.90
N 505 982-3509 623 Circuit Number 59.OSNA.000234..MS	LUISA SEN CTR		70.52
N 505 982-3549 642 Circuit Number 59.OSNA.000247..MS	52155 CATH PKG		70.52
N 505 982-3550 648 Circuit Number 59.OSNA.000248..MS	52155 WATER PKG		70.52
N 505 983-0121 298 Circuit Number 59.UHXX.000175..MS	52155 SNDVL PKG		162.79
N 505 983-3248 655 Circuit Number 101 T3 SNFENMMA SNFENM46H01	CH QWEST MAIN		1,338.64

*will transfer to City Hall trunk*

**Memorandum of Insurance**

<b>MEMORANDUM OF INSURANCE</b>					<b>DATE</b> 05-Dec-2014	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <a href="https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717">https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717</a>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>						
<b>PRODUCER</b> Marsh USA Inc. ("Marsh")			<b>COMPANIES AFFORDING COVERAGE</b>			
<b>INSURED</b> CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Savvis, Inc.; and Embarq Corporation ( <a href="http://www.centurylink.com/moi">www.centurylink.com/moi</a> ) 100 CenturyLink Drive Mailstop 5TS154, Monroe Louisiana 71203 United States			co. A Greenwich Insurance Company			
			co. B XL Specialty Insurance Co.			
			co. C North American Elite Insurance Company			
			co. D Various			
<b>COVERAGES</b>						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
					LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	RGD500033302	01-SEP-2014	01-SEP-2015	GENERAL AGGREGATE	\$15,000,000
					PRODUCTS - COMP/OP AGG	\$15,000,000
					PERSONAL AND ADV INJURY	\$3,000,000
					EACH OCCURRENCE	\$3,000,000
					FIRE DAMAGE (ANY ONE FIRE)	\$3,000,000
					MED EXP (ANY ONE PERSON)	\$10,000
A A	AUTOMOBILE LIABILITY Any Auto All Owned Autos Hired Autos Non-Owned Autos	RAD500033402 - AOS RAD500033502 - MA	01-SEP-2014 01-SEP-2014	01-SEP-2015 01-SEP-2015	COMBINED SINGLE LIMIT	\$5,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
C	EXCESS LIABILITY Umbrella Form	UMB000800502	01-SEP-2014	01-SEP-2015	EACH OCCURRENCE	\$10,000,000
					AGGREGATE	\$10,000,000

GARAGE LIABILITY					AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
B	WORKERS	RWD500032902	01-SEP-2014	01-SEP-2015		
B	COMPENSATION /	AOS	01-SEP-2014	01-SEP-2015	WORKERS COMP LIMITS	Statutory
B	EMPLOYERS	RWR500033002	01-SEP-2014	01-SEP-2015	EL EACH ACCIDENT	\$1,000,000
B	LIABILITY	WI	01-SEP-2014	01-SEP-2015	EL DISEASE - POLICY LIMIT	\$1,000,000
		RWE500033102 - WA			EL DISEASE - EACH EMPLOYEE	\$1,000,000
		RWE500033202				
		OH				
D	Technology E&O incl. Cyber/Privacy Liability	W10305140601	01-SEP-2014	01-SEP-2015	Limits	\$10,000,000 each claim/aggregate
D	Crime	DONG23680075001	01-MAR-2014	01-MAR-2015	Limits	\$10,000,000
D	Property	Various	15-MAR-2014	15-MAR-2015	Amount of Insurance	\$25,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

<b>MEMORANDUM OF INSURANCE</b>		<b>DATE</b> 05-Dec-2014
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<b>PRODUCER</b> Marsh USA Inc. ("Marsh")	<b>INSURED</b> CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Savvis, Inc.; and Embarq Corporation (www.centurylink.com/moi) 100 CenturyLink Drive Mailstop 5TS154, Monroe Louisiana 71203 United States	
<b>ADDITIONAL INFORMATION</b> Technology E&O (Including Cyber Privacy Liability)  Insurer: Syndicate 2623/623 at Lloyd's  <b>CRIME</b>		

GARAGE LIABILITY					AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
B	WORKERS	RWD500032902	01-SEP-2014	01-SEP-2015		
B	COMPENSATION /	AOS	01-SEP-2014	01-SEP-2015	WORKERS COMP LIMITS	Statutory
B	EMPLOYERS	RWR500033002	01-SEP-2014	01-SEP-2015	EL EACH ACCIDENT	\$1,000,000
B	LIABILITY	WI	01-SEP-2014	01-SEP-2015	EL DISEASE - POLICY LIMIT	\$1,000,000
		RWE500033102 -			EL DISEASE - EACH EMPLOYEE	\$1,000,000
		WA				
		RWE500033202				
		OH				
D	Technology E&O incl. Cyber/Privacy Liability	W10305140601	01-SEP-2014	01-SEP-2015	Limits	\$10,000,000 each claim/aggregate
D	Crime	DONG23680075001	01-MAR-2014	01-MAR-2015	Limits	\$10,000,000
D	Property	Various	15-MAR-2014	15-MAR-2015	Amount of Insurance	\$25,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE		DATE
		05-Dec-2014
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<b>ADDITIONAL INFORMATION</b> Technology E&O (Including Cyber Privacy Liability)		
Insurer: Syndicate 2623/623 at Lloyd's		
CRIME		

Insurer: Westchester Fire Insurance Company

PROPERTY

Property Coverage: "All Risk" of Direct Physical Loss or Damage to All Real and Personal Property, including Boiler & Machinery, Earthquake, Flood and Wind - Replacement Cost Basis, and Business Interruption - Actual Loss Sustained.

Loss Payee or mortgagee as required by written contract/loan agreement to the the extent of your insurable interest.

Waiver of Subrogation - Any person or organization whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

GENERAL LIABILITY

Automatic Additional Insured's Primary Coverage

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Coverage provided by the above General Liability policy shall be primary and is limited to liability arising out of Named Insured's ownership and/or operations. Any insurance carried by the additional insured shall not be contributory insurance.

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

AUTOMOBILE LIABILITY

Additional Insured as respects your interest in the operations of the Named Insured as required by written contract.

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

Lessor - Additional Insured and Loss Payee - All Lessors

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

AUTOMOBILE PHYSICAL DAMAGE - SELF-INSURED

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY AND EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY (OH & WA - SELF-INSURED - \$1,000,000 RETENTION)

Waiver of Our Right to Recover from Others (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

FOREIGN LIABILITY

Policy No. WS11004608

Insurer: Insurance Company of the State of Pennsylvania

Policy Period: September 1, 2014 to September 1, 2015

Insurer: Westchester Fire Insurance Company

#### PROPERTY

Property Coverage: "All Risk" of Direct Physical Loss or Damage to All Real and Personal Property, including Boiler & Machinery, Earthquake, Flood and Wind - Replacement Cost Basis, and Business Interruption - Actual Loss Sustained.

Loss Payee or mortgagee as required by written contract/loan agreement to the the extent of your insurable interest.

Waiver of Subrogation - Any person or organization whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

#### GENERAL LIABILITY

Automatic Additional Insured's Primary Coverage

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Coverage provided by the above General Liability policy shall be primary and is limited to liability arising out of Named Insured's ownership and/or operations. Any insurance carried by the additional insured shall not be contributory insurance.

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

#### AUTOMOBILE LIABILITY

Additional Insured as respects your interest in the operations of the Named Insured as required by written contract.

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

Lessor - Additional Insured and Loss Payee - All Lessors

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

#### AUTOMOBILE PHYSICAL DAMAGE - SELF-INSURED

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY AND EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY (OH & WA - SELF-INSURED - \$1,000,000 RETENTION)

Waiver of Our Right to Recover from Others (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

#### FOREIGN LIABILITY

Policy No. WS11004608

Insurer: Insurance Company of the State of Pennsylvania

Policy Period: September 1, 2014 to September 1, 2015

## Foreign General Liability

\$2,000,000 General Aggregate

\$2,000,000 Products-Completed Operations Aggregate

\$2,000,000 Personal & Advertising Injury Limit

\$2,000,000 Each Occurrence Limit

\$1,000,000 Damage to Premises Rented to You Limit

\$50,000 Medical Expense Limit

Automatic Additional Insured's Primary Coverage

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

## Foreign Business Auto Liability

\$2,000,000 Liability Limit, any one accident

\$25,000 Medical Expense Coverage, each accident

## Foreign Voluntary Compensation and Employers Liability

Voluntary Compensation - employee injury benefits varies by classification of employee

\$2,000,000 Employers Liability Injury by Accident Each Accident

\$2,000,000 Employers Liability Injury, by Disease, policy limit

\$2,000,000 Employers Liability Injury, by Disease, each employee

## EXCESS/UMBRELLA

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

## CONTRACTOR'S POLLUTION

Policy No. CH13ECP793246QN

Insurer: Navigators Specialty Insurance Company

Policy Period: October 1, 2013 to March 1, 2016

Limits of Liability: \$3,000,000 each pollution condition / \$3,000,000 aggregate

Additional Insured where required by written contract, provided the contract is executed and effective prior to the date the policy incident first commenced.

NOTICE OF CANCELLATION IN ACCORDANCE WITH ALL POLICY PROVISIONS.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

[Click here](#) for a printer-friendly version of this document.

## Foreign General Liability

\$2,000,000 General Aggregate

\$2,000,000 Products-Completed Operations Aggregate

\$2,000,000 Personal &amp; Advertising Injury Limit

\$2,000,000 Each Occurrence Limit

\$1,000,000 Damage to Premises Rented to You Limit

\$50,000 Medical Expense Limit

Automatic Additional Insured's Primary Coverage

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

## Foreign Business Auto Liability

\$2,000,000 Liability Limit, any one accident

\$25,000 Medical Expense Coverage, each accident

## Foreign Voluntary Compensation and Employers Liability

Voluntary Compensation - employee injury benefits varies by classification of employee

\$2,000,000 Employers Liability Injury by Accident Each Accident

\$2,000,000 Employers Liability Injury, by Disease, policy limit

\$2,000,000 Employers Liability Injury, by Disease, each employee

## EXCESS/UMBRELLA

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

## CONTRACTOR'S POLLUTION

Policy No. CH13ECP793246QN

Insurer: Navigators Specialty Insurance Company

Policy Period: October 1, 2013 to March 1, 2016

Limits of Liability: \$3,000,000 each pollution condition / \$3,000,000 aggregate

Additional Insured where required by written contract, provided the contract is executed and effective prior to the date the policy incident first commenced.

NOTICE OF CANCELLATION IN ACCORDANCE WITH ALL POLICY PROVISIONS.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

[Click here](#) for a printer-friendly version of this document.

**CENTURYLINK ISDN PRS, DSS OR UAS  
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT**

This ICB Agreement ("Agreement") is between Qwest Corporation d/b/a CenturyLink QC ("CenturyLink") and City of Santa Fe ("Customer") and is effective on the date CenturyLink signs it ("Effective Date"). In order to qualify for the pricing under this Agreement, Customer must purchase a minimum of ten (10) DS1 facilities ("Minimum Circuits") for Integrated Services Digital Network Primary Rate Service ("ISDN PRS"), or Digital Switched Service ("DSS") with "Advanced" or "Basic" trunks, or Uniform Access Solution Service ("UAS") (individually and collectively referred to as the "Service"). The Minimum Circuits must be installed within 30 days of the Effective Date ("Ramp Period"), unless an installation delay is caused by CenturyLink, and must remain installed during the Term of this Agreement. The circuits may be aggregated across CenturyLink's local serving areas in Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming.

**Filing Concurrence**

*New Mexico ICB rates CANNOT be implemented or billed UNTIL the contract has been filed and approved by the New Mexico Commission. Contact the Regulatory Support Manager for ICB effective date.*

CenturyLink may be required to submit this Agreement and any subsequent addenda for Service to certain regulatory agencies for approval because the rates and some terms in this Agreement are being offered on an individual case basis ("ICB"). Service specific rates, and the terms and conditions in the Termination Section of this Agreement require filing with or approval by regulatory agencies ("ICB Terms"). Although the general terms and conditions of this Agreement are effective on the Effective Date, the ICB Terms will not become effective for a given jurisdiction until the filing and approval requirements for that jurisdiction are fulfilled. Service will be offered in accordance with the applicable Tariff until the ICB Terms become effective. If Customer receives reduced pricing under this Agreement and a regulatory agency later invalidates the ICB Terms after they had become effective, Customer will pay to CenturyLink any difference in the amounts listed in the applicable Tariff for Service and the amounts Customer was charged for Service. When approved by the regulatory agencies, Customer may add additional quantities of Service pursuant to the Service Changes Section under the same terms and conditions with no further filing required. If a regulatory agency does not approve this Agreement, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval. This Agreement will remain in full force and effect for Service in all other jurisdictions.

**Tariff**

Other than the ICB Terms in this Agreement, Service will be governed by: (a) the Tariff applicable to Service; and (b) to the extent a comparable Tariff term or condition does not apply to Service, the terms and conditions set forth in this Agreement. "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/tariffs>. Service is subject to technical publication 77400 located at <http://qwest.centurylink.com/techpub/> ("Tech Pub").

**1. Scope.**

**1.1 ISDN PRS.** If Customer purchases ISDN PRS, CenturyLink will provide digital intraLATA, intrastate, switched local exchange telecommunications service utilizing ISDN PRS technology that transports and distributes voice, data, image, and facsimile communications separately or simultaneously over the public, switched, local exchange network. An ISDN PRS circuit includes a DS1 facility, an ISDN PRS service configuration, and trunks. ISDN PRS operates at 1.544 megabits per second (Mbps). ISDN PRS may be configured as 23 B channels and one D channel, 24 B channels only (24B), or 23 B channels and one back-up D channel (23B+BUD). Each B channel transmits voice or data at 64 kilobits per second (Kbps). The D channel carries signaling information at 64 Kbps.

**1.2 ISDN PRS-UAS.** If Customer purchases ISDN PRS, Customer may also select Uniform Access Solution service as an optional feature as that service is defined in the Tariff under Primary Rate Service. An ISDN PRS-UAS circuit provides digital service with single-number route indexing, which includes a DS1 facility with common equipment, and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes channels configured as: (a) In-only trunking; or (b) Two-way trunking.

**1.3 DSS.** If Customer purchases DSS, CenturyLink will provide Customer with a circuit that includes a digital DS1 facility, common equipment to interconnect with CenturyLink's local exchange switching office and Advanced or Basic flat-usage trunks and DiD trunk termination for access to the local exchange and toll networks. DSS Advanced and Basic operates at a maximum speed of 1.544 Mbps.

**1.4 UAS.** If Customer purchases UAS, CenturyLink will provide Customer with a digital circuit with single-number route indexing, which includes a DS1 facility with common equipment, and a network connection which provides for local exchange, toll network access. Each DS1 facility utilizes channels configured as: (a) In-only trunking; or (b) Two-way trunking.

**1.5 Use of Service.** Customer represents and warrants that it will use ISDN PRS and its optional features for communication purposes only. If CenturyLink determines that ISDN PRS or any optional feature is being used inappropriately, CenturyLink may disconnect the ISDN PRS service or feature without notice in accordance with any applicable termination provision of the Tariff, and the Termination Charges specified in the Termination section below may apply.

**2. Term.**

**2.1** This Agreement will expire forty-eight (48) months from the date Service is available to Customer under this Agreement, as evidenced by CenturyLink records ("Term"). The Minimum Service Period for Service is 12 months from the date Service is available for use ("Minimum Service Period"). Any Service installed for 12 consecutive months prior to the Effective Date of this Agreement will be deemed to have met the Minimum Service Period.

**CENTURYLINK ISDN PRS, DSS OR UAS  
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT**

2.2 Should CenturyLink continue to provide Service after this Term without a further agreement, the service charges will convert to the applicable month-to-month rate under the terms and conditions of the applicable Tariff, or in its absence, this Agreement.

**3. Service Provided.**

3.1 CenturyLink will provide and maintain Service at the locations and in the quantities specified in the Pricing Attachment(s), incorporated herein by this reference, and as requested on any subsequent order for Service or amendment to this Agreement.

3.2 CenturyLink will notify Customer of the date Service is available for use. In the event Customer informs CenturyLink that it is unable or unwilling to accept Service at such time, the subject Service will be held available for Customer for a period not to exceed 30 business days from such date ("Grace Period"). If after the Grace Period, Customer still has not accepted Service, CenturyLink may either: (a) commence with regular monthly billing for the subject Service; or (b) cancel the subject Service. If Customer cancels an order for Service prior to the date Service is available for use, or is unable to accept Service during the Grace Period and CenturyLink cancels Service at the end of the Grace Period, the Tariff cancellation charges may apply.

**4. Charges and Billing.**

4.1 Customer will pay the total monthly recurring charges ("MRC") and nonrecurring charges ("NRC") for Service specified in the Pricing Attachment(s). For Service requested on any subsequent orders or amendments to this Agreement, Customer will also pay the total MRC and NRC specified on the subsequent orders or amendments. The MRC will not change during the Term of this Agreement provided that the Minimum Circuits are installed by the end of the Ramp Period and the total circuits do not drop below the Minimum Circuits threshold. If due to Customer's request, actions or failure to act, the Minimum Circuits are not installed by the end of the Ramp Period or drop below the Minimum Circuits threshold, CenturyLink may adjust the pricing and Permitted Disconnects defined herein based on the actual number of circuits installed. Such adjusted pricing will be effective immediately following the rate adjustment.

4.2 Customer must pay CenturyLink all charges by the payment due date on the invoice. Any amount not paid when due will be subject to late interest specified by the Tariff, or if there is no such late interest specified in the Tariff, the amount due will be subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Service, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Service. "Taxes" means federal, state and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service. Taxes may vary and are subject to change. Customer may access its invoice and choose paperless invoices online through CenturyLink Control Center located at [controlcenter.centurylink.com](http://controlcenter.centurylink.com). If Customer does not choose paperless invoices through Control Center, CenturyLink may in its discretion assess a \$15 MRC for each full paper invoice provided to Customer or a \$2 MRC for each summary/remittance only (where available) paper invoice provided to Customer. Those charges will not apply to an invoice that is not available through Control Center. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

4.3 Charges for Service under this Agreement, including any and all discounts to which Customer may be entitled, will be offered and charged to Customer independently from and regardless of Customer's purchase of any customer premises equipment or enhanced services from CenturyLink

4.4 If Service is not available in Customer's wire center, standard interoffice private line mileage charges ("Mileage MRC" and "Mileage NRC") for transport between switches will apply in addition to the rates and charges for Service.

**5. Customer Responsibilities for 911 Call Routing.**

5.1 If Customer purchases ISDN PRS or DSS Advanced under this Agreement, Customer understands and acknowledges that the PBX's main number Automatic Number Identification (ANI) may be forwarded to a Public Safety Answering Point ("PSAP") during a 911 call. DID digits assigned to a PBX station may not be used for 911 calls unless an Automatic Location Identification (ALI) record has been created for the DID number.

5.2 Customer's PBX must be capable of recognizing "911" or "9911" digits as a complete dialing sequence, and routing those calls as an outbound local call.

5.3 Customer hereby agrees to release CenturyLink from any liability if an incorrect telephone number is forwarded to a PSAP as a result of PBX, ISDN PRS or DSS Advanced signaling parameters set by Customer.

**6. Service Changes.**

6.1 **Moves.** Customer may move the physical location of all or part of a Service to another location within a CenturyLink serving area, provided the following conditions are met: (a) Service moved to the new location is provided to Customer by CenturyLink; (b) Customer advises CenturyLink that Service at the new location replaces the existing Service; (c) Customer's request for disconnection of the existing Service and installation of Service at the new location are received by CenturyLink on the same date; (d) Customer requests that CenturyLink install Service at the new location on or prior to the disconnection date of the existing Service; and (e) Customer agrees to pay all applicable rate and charges for the requested move and Service at the new location.

**CENTURYLINK ISDN PRS, DSS OR UAS  
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT**

**6.2 Additions to Service.** Service may be added up to 12 months prior to the expiration date of this Agreement, at the rates specified herein. CenturyLink will supply such additions to Customer, subject to the following conditions: (a) the necessary facilities are available as determined by CenturyLink to provide Service; and (b) a new Minimum Service Period is established for each new addition to Service. If Service being added is not itemized in a Pricing Attachment, Customer agrees to execute a written amendment evidencing such addition to Service.

**6.3 Additions During Last 12 Months of Term.** Service ordered during the last 12 months of the Term must be added (a) pursuant to a new agreement that may include the existing Service; or (b) on a month-to-month basis at the rates in effect in the Tariff.

**7. Termination.**

**7.1** Either party may terminate Service under this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Agreement). Customer will remain liable for charges accrued but unpaid as of the termination date.

**7.2** Customer may disconnect 1 circuit ("Permitted Disconnects") without incurring a Termination Charge; provided that such Service has satisfied the requirements of the Minimum Service Period before any termination may be effective. If, prior to the conclusion of the Term, Service is terminated in excess of the Permitted Disconnects, either by CenturyLink for Cause or by Customer for any reason other than Cause, then Customer will also be liable for 100% of the MRC for terminated Service in excess of the Permitted Disconnects times the number of months (or fraction thereof) remaining (if any) in the Minimum Service Period, and 50% of the MRC times the number of months (or fraction thereof) remaining in the Term after the Minimum Service Period ("Termination Charge").

**7.3** A Termination Charge will be waived when all of the following conditions are met: (a) Customer discontinues Service and signs a new service agreement(s) for any other CenturyLink-provided service(s); (b) the new service agreement(s) have a total value equal to or greater than 115% of the remaining prorated value of the existing agreement(s) (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and nonrecurring charges); (c) Customer places the orders to discontinue Service and establish new service at the same time (within 30 calendar days of each other if service is in New Mexico); (d) the new service(s) installation must be completed within 30 calendar days of disconnection of Service, unless such installation delay is caused by CenturyLink; and (e) a new minimum service period, if applicable, goes into effect when the new service agreement term begins. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.

**8. Confidentiality.** Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of this Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement.

**9. Use of Name and Marks.** Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department. "Affiliate" means any entity controlled by, controlling, or under common control with a party.

**10. Out-of-Service Credit.** If CenturyLink causes a Service interruption, an out-of-service credit will be calculated under the state local exchange Tariff. If there is no applicable Tariff and the interruption lasts for more than 24 consecutive hours after CenturyLink receives notice of it, CenturyLink will give Customer a credit calculated by dividing the MRC for the affected Service by 30 days and multiplying that daily rate by the number of days that Service was interrupted.

**11. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SERVICE IS PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**12. Limitations of Liability.** The remedies and limitations of liability for any claims arising between the parties are set forth below.

**12.1 Consequential Damages.** NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

**CENTURYLINK ISDN PRS, DSS OR UAS  
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT**

**12.2 Claims Related to Service.** For Service related claims by Customer, Customer's exclusive remedies are limited to the applicable out-of-service credits, if any.

**12.3. Personal Injury, Death; Property Damages.** For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of this Agreement, each party's liability is limited to proven direct damages.

**13. Miscellaneous.**

**13.1 General.** This Agreement's benefits do not extend to any third party (e.g., an End User). "End User" means Customer's members, end users, customers, or any other third parties who use or access Service or the CenturyLink network via Service. If any term of this Agreement is held unenforceable, the remaining terms will remain in effect. Neither party's failure to exercise any right or to insist upon strict performance of any provision of this Agreement is a waiver of any right under this Agreement. The terms and conditions of this Agreement regarding confidentiality, limitation of liability, warranties, payment, dispute resolution, and all other terms of this Agreement that should by their nature survive the termination of this Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Customer may not assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances.

**13.2 Conflicts Provision.** If a conflict exists among provisions within this Agreement, the following order of precedence will apply in descending order of control: the ICB Terms; the Tariff; the other terms in this Agreement; the Tech Pub; and CenturyLink records.

**13.3 Independent Contractor.** CenturyLink provides Service as an independent contractor. This Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

**13.4 ARRA.** Customer will not pay for Service with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in this Agreement or in an amendment to this Agreement.

**13.5 HIPAA.** CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

**13.6 Credit Approval.** Provision of Service is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally during the Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Service. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of this Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to credit reporting agencies or industry clearinghouses.

**13.7. Governing Law; Dispute Resolution.**

**(a) Governing Law; Forum.** New Mexico state law, without regard to choice-of-law principles, governs all matters relating to this Agreement, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Any legal proceeding relating to this Agreement will be brought in Santa Fe, New Mexico, U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

**(b) Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to this Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction.

**(c) Limitations Period.** Any claim relating to this Agreement must be brought within two years after the claim arises.

**13.8 No Resale; Compliance.** Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. Customer's use of Service must comply with all applicable laws.

**13.9 Amendments; Changes.** This Agreement may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to this Agreement. CenturyLink may amend, change, or withdraw the Tariffs, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

**CENTURYLINK ISDN PRS, DSS OR UAS  
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT**

**13.10 Required Notices.** Unless provided otherwise in this Agreement, all required notices to CenturyLink must be in writing, sent to 1801 California St. # 900, Denver, CO 80202; Fax #: 888-778-0054; Attn.: Legal Dept., and to Customer at its then current address as reflected in CenturyLink's records Attn.: General Counsel or other person designated for notices. All notices are effective: (a) when delivered via overnight courier mail or in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; or (c) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

**13.11 Entire Agreement.** This Agreement (including all referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service or circuits at the same locations as covered under this Agreement.

City of Santa Fe

Qwest Corporation d/b/a CenturyLink QC

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Name Typed or Printed

City Manager

Offer Management

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

CRS# 01-602313-007

City of Santa Fe Business Registration#15-00022485

\_\_\_\_\_  
Yolanda Y. Vigil, City Clerk

Approved as to Form:

 5/28  
\_\_\_\_\_  
Kelley A. Brennan, City Attorney

Approved:

\_\_\_\_\_  
Oscar Rodriguez, Finance Director

Address for Notices:  
\_\_\_\_\_

**ATTENTION:  
FINAL EXECUTED AGREEMENT MUST BE FORWARDED TO THE APPROPRIATE STATE REGULATORY FILING MANAGER.**

CENTURYLINK ISDN PRS, DSS OR UAS  
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT

PRICING ATTACHMENT  
FOR THE STATE OF NEW MEXICO

CITY OF SANTA FE  
Customer

AQCB Contract Number:

Type of Service	USOC & MRC/line for 48 month Term	NRC
PRS Voice/Data DS1	Z4D \$490.00	\$0.00

Service Location including City and State	Circuit ID or BTN	Type of Service	Higher Facility (Yes or No)	Qty.	Total MRC per location
201 W. Marcy St. Santa Fe, NM 87501	101A T1ZF SNFENMAXHAA SNFENMMADC0	PRS Voice/Data DS1 USOC: Z4D	No	1	\$490.00
200 Lincoln Ave. Santa Fe, NM 87501	102 T1ZF SNFENMMADC0 SNFENM46H01; 103 T1ZF SNFENMMADC0 SNFENM46H01;104 T1ZF SNFENMMADC0 SNFENM46H01; 105 T1ZF SNFENMMADC0 SNFENM46H01;106 T1ZF SNFENMMADC0 SNFENM46H01;	PRS Voice/Data DS1 USOC: Z4D	No	5	\$2,450.00
2515 Camino Entrada Santa Fe, NM 87507	101 T1ZF SNFENMMADC0 SNFENM50H01	PRS Voice/Data DS1 USOC: Z4D	No	1	\$490.00
1142 Siler Rd. Santa Fe, NM 87507	101 T1ZF SNFENMMADC0 SNFENM51H01	PRS Voice/Data DS1 USOC: Z4D	No	1	\$490.00
<b>Total MRC:</b>					<b>\$3,920.00</b>
<b>Total Circuits:</b>				<b>8</b>	
<b>Permitted Disconnects:</b>				<b>1</b>	

**CENTURYLINK ISDN PRS, DSS OR UAS  
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT**

CITY OF SANTA FE (Customer) and QWEST CORPORATION d/b/a  
CENTURYLINK QC (CENTURYLINK)  
ADDENDUM

INDEMNIFICATION

CenturyLink shall indemnify, hold harmless and defend the Customer from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from CenturyLink's negligence or willful misconduct during its performance under this Agreement as well as the negligence or willful misconduct of CenturyLink's employees, agents, representatives and subcontractors in their performance under this Agreement.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Customer in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The Customer and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Customer for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Customer, this Agreement shall terminate upon written notice being given by the Customer to CenturyLink. Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. If Customer is appropriated insufficient funds, Customer may terminate this Agreement without incurring an Early Termination Charge or Cancellation Charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Customer and CenturyLink. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

STATUS OF CENTURYLINK; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. CenturyLink and its agents and employees are independent contractors performing professional services for the Customer and are not employees of the Customer. CenturyLink, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of Customer vehicles, or any other benefits afforded to employees of the Customer as a result of this Agreement.

B. CenturyLink shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by CenturyLink in the performance of the services under this Agreement.

C. CenturyLink shall comply with Customer's Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

CONFLICT OF INTEREST

CenturyLink warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. CenturyLink further agrees that in the performance of this Agreement CenturyLink will not knowingly engage any persons having any such interests directly in the performance of services under this Agreement.

ASSIGNMENT; SUBCONTRACTING

Except as otherwise permitting under this Agreement, CenturyLink shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the Customer.

RELEASE

CenturyLink, upon acceptance of final payment of the amount due under this Agreement and resolution of all outstanding or potential claims, the parties will agree to an appropriate written agreement that releases the Customer, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. CenturyLink agrees not to purport to bind the Customer to any obligation not assumed herein by the Customer unless CenturyLink has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

A. CenturyLink, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, with an insurance company with minimum AM Best's rating of A-VII, with limits of coverage in the maximum amount which the Customer could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall N102826

**CENTURYLINK ISDN PRS, DSS OR UAS  
INDIVIDUAL CASE BASIS ("ICB") RATE PLAN AGREEMENT**

provide that the Customer is included as an additional insured. CenturyLink shall furnish the Customer with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. CenturyLink shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for CenturyLink's employees throughout the term of this Agreement. CenturyLink shall provide the Customer with evidence of its compliance with such requirement.

C. CenturyLink shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. CenturyLink shall furnish the Customer with proof of insurance of CenturyLink's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

**RECORDS AND AUDIT**

CenturyLink shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. Copies of these records shall be subject to inspection by the Customer, the Department of Finance and Administration, and the State Auditor. The Customer shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Customer to recover excessive or illegal payments.

**NON-DISCRIMINATION**

During the term of this Agreement, CenturyLink shall abide by all applicable laws prohibiting discrimination against any employee or applicant for an employment position to be used in the performance of services by CenturyLink hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

**SEVERABILITY**

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

**Section to be completed by department for each contract or contract amendment**

1 **FOR: ORIGINAL CONTRACT**  or **CONTRACT AMENDMENT**

2 Name of Contractor Century Link

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$3,920.00

Termination Date: June 30, 2019

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Contract is for:** Integrated Services Digital Network

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Amendment is for:** \_\_\_\_\_

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ \_\_\_\_\_



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# \_\_\_\_\_ Date: \_\_\_\_\_

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

Sole Source  \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

6 **Procurement History:** \_\_\_\_\_  
example: (First year of 4 year contract)

7 **Funding Source:** \_\_\_\_\_ 12029 **BU/Line Item:** \_\_\_\_\_ 514100

8 **Any out-of-the ordinary or unusual issues or concerns:** \_\_\_\_\_  
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Yodel M. Catanach  
Phone # 505-955-5575

10 **Certificate of Insurance attached.** (if original Contract)

**Submit to City Attorney for review/signature**  
**Forward to Finance Director for review/signature**  
**Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).**

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

**Comments:**