

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

**WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,**

Complainant,

v.

**CENTURYLINK COMMUNICATIONS,
LLC,**

Respondent.

DOCKET UT- 181051

**EXHIBIT TO
TESTIMONY OF**

STACY J. HARTMAN

**ON BEHALF OF
CENTURYLINK COMMUNICATIONS, LLC**

AMENDMENT M TO CENTURYLINK-WMD CONTRACT E09-196M

March 31, 2022

REDACTED

Shaded Information is CONFIDENTIAL Per Protective Order in Docket No. UT-181051

Witness: Stacy J. Hartman

Washington State Military Department
AMENDMENT

<p>1. CONTRACTOR NAME/ADDRESS: CenturyLink Communications Company, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink"), its Affiliates including Qwest Corporation d/b/a CenturyLink QC ("CenturyLink QC") Corporate Headquarters, 1801 California Street Denver, CO 80202</p>	<p>2. CONTRACT NUMBER: E09-196</p>	<p>3. AMENDMENT NUMBER: M</p>
<p>4. CONTRACTOR CONTACT PERSON, NAME/TITLE: Bruce King, 206-224-1145 Bruce.King@Centurylink.com</p>	<p>5. MD STAFF CONTACT, NAME/TELEPHONE: William Leneweaver, (253)-512-7039 Andy.leneweaver@mil.wa.gov</p>	
<p>6. TIN or SSN: 04-6141739</p>	<p>7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: N/A</p>	<p>8. FUNDING SOURCE NAME/AGREEMENT #: RCW 38.52.540</p>
<p>9. FUNDING AUTHORITY: Washington State Military Department (Department) and Enhanced 911</p>		
<p>10. DESCRIPTION/JUSTIFICATION OF AMENDMENT, MODIFICATION, OR CHANGE ORDER: The original contract was for the development and maintenance of an Internet Protocol (IP)-enabled Emergency Services Information Network (ESINet) infrastructure. Among other amendments, the original contract was amended via Amendment J to add a new section titled Transition Services to the Statement of the Work to describe Contractor's obligations relating to transitioning the ESINet to the successor provider. Without limiting the terms set forth herein, this Amendment M is being issued to amend Amendment J to add a specific scope of work for additional transition services and compensation for all transition services set forth in Schedules 1 and 2 of this Amendment. Further this amendment amends Amendment K to extend the maximum contract expiration date to December 31, 2019.</p>		
<p>11. AMENDMENT TERMS AND CONDITIONS:</p> <ol style="list-style-type: none"> 1. The existing contract is modified to add the following language to the Transition Services: <ol style="list-style-type: none"> a) Covered 911 Service Provider during PSAP Migration. The Department is transitioning the ESINet services to a successor provider via a phased cutover of PSAPs from Contractor's ESINet I to New Contractor's ESINet II ("PSAP Migration"). Prior to this cutover, Contractor shall route calls over ESINet I to the appropriate PSAPs and, as such, during this time, Contractor is a Covered 911 Service Provider as defined in 47 C.F.R. § 12.4(a)(i)(A) ("Covered 911 Service Provider") for all PSAPs in the State. Upon the Department's cut over of one or more PSAPs to ESINet II ("Migrated PSAPs"), the Department's successor provider shall be a Covered 911 Service Provider for such Migrated PSAPs and shall be solely responsible for routing calls from the Demarcation Point between ESINet I and ESINet II to such Migrated PSAPs. During the PSAP Migration, Contractor remains responsible for routing calls to PSAPs that have not migrated to ESINet II ("Unmigrated PSAPs"), and for routing calls intended for Migrated PSAPs to the Demarcation Point at ESINet II, at which point the successor provider assumes responsibility for delivering such calls to Migrated PSAPs and is therefore the Covered 911 Service Provider. b) Contractor shall provide all services as stated in the attached Schedule 1 ("Transition from ESINet I to ESINet II - Scope of Work") and Schedule 2. Contractor shall provide all services as stated in the attached Schedule 1 ("Transition from ESINet I to ESINet II - Scope of Work") and Schedule 2 that are within Contractor's (including its employees, representatives or contractors (including West)) direct control within the timeframes on Schedule 2. Contractor shall be compensated for the services as stated in the attached Schedule 1 ("Transition from ESINet I to ESINet II - Scope of Work") and Schedule 2 pursuant to the fees listed in Schedule 3. Pricing for Contractor's (including its employees, representatives or contractors (including West)) transition services set forth in Amendment M is described in Schedule 3. To the extent the parties have any disputes regarding the services to be provided by Contractor or the timeframes in which those services must be provided by Contractor, the matter will be escalated to executive representatives of the parties for resolution. To the extent services set forth in Schedules 1 and 2 are completed earlier than planned in Schedule 2, the parties shall cooperate in good faith to accelerate other services on Schedules 1 and 2 to complete the transition earlier than planned on Schedule 2. To the extent the parties are able to accelerate the transition earlier than planned on Schedule 2, the fees in Schedule 3 shall be adjusted to ensure that the Department is only invoiced for services actually performed by Contractor. 		


2. The contract end date in Section 6 of the contract, as amended in Section 1 of Amendment K, is hereby extended to October 31, 2018, unless terminated earlier as provided in the contract, and such contract end date remains subject to the Department's unilateral right to extend at the option of the Department, upon thirty (30) days prior written notice to Contractor of the then-ending term or extension term, as applicable, for up five (5), three (3) month periods at existing contract rates, provided, however, that in no event shall the contract extend beyond December 31, 2019, unless otherwise agreed by the parties in writing.
3. Contractor and the successor ESINet provider, Comtech TCS, contemporaneously with the execution of this Amendment M, are entering into an agreement for Comtech TCS' use of the ALI database during the PSAP Migration ("ALI Transition Services") and Contractor agrees that the corresponding fees that would have been charged by Contractor to the Department for the ALI services that would have otherwise been provided to the Department will be reduced by the amount Contractor invoices Comtech TCS for such ALI Transition services.
4. All other terms and conditions remain in full force and effect.

This Amendment is incorporated in and made a part of the contract. Except as amended herein, all other terms and conditions of the contract remain in full force and effect. Any reference in the original contract or an Amendment to the "contract" shall mean "contract as amended". The Department and Contractor acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.

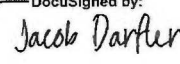
IN WITNESS WHEREOF, the parties hereto have executed this amendment.

FOR THE DEPARTMENT:


 Signature Date
 Dan Swisher, Chief Financial Officer
 Washington State Military Department


 Signature Date
 Dawn C. Cortez
 Assistant Attorney General

FOR THE CONTRACTOR:

DocuSigned by:

 Signature Date
 Richard Fernandez
 Director, Offer Management

for
 CenturyLink Communications, LLC f/k/a Qwest
 Communications Company, LLC ("CenturyLink")
 including its Affiliate, Qwest Corporation d/b/a
 CenturyLink QC ("QC")

TRANSITION FROM ESINET I TO ESINET II – SCOPE OF WORK

Next Generation 9-1-1 Emergency Services Internet Protocol Network

Transition from ESInet I to ESInet II

Scope of Work

March 22, 2017

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