


# Stanwood Camano School District

TO : BOARD OF DIRECTORS  
FROM : GARY PLATT, EXEC. DIRECTOR - BUSINESS   
SUBJECT : CENTURYLINK 911 SERVICE  
DATE : SEPTEMBER 17, 2013  
TYPE : ACTION NEEDED

Attached is a contract with CenturyLink to provide emergency location identification service to the district. This is a required service that allows the emergency (911) call center to determine the location of the telephone being used to report an emergency within a school building. There is a one-time setup fee of \$1,447.74 and a monthly fee of approximately \$31.60. CenturyLink is currently providing this service but a contract was never finalized. CenturyLink is now requiring a contractual agreement be executed in order to continue receiving this service and to pay for the initial setup costs. The costs on this contract reflect the costs discussed when the system was initially being implemented.

Services under this contract are based on providing emergency location services for up to 500 telephones connected to the district's telephone exchange system. The costs of this service will be charged to the utilities budget.

Recommendation:

We recommend the board **move to approve the attached CenturyLink Private Switch/Automatic Location Identification Service Agreement.**

## CENTURYLINK PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION SERVICE

Agreement Number  
Billing Number

This CenturyLink Private Switch/Automatic Location Identification Service Agreement ("Agreement") is between **Stanwood-Camano School District** ("Customer") and Qwest Corporation d/b/a CenturyLink QC ("CenturyLink").

### 1. Scope.

1.1 CenturyLink will provide, and Customer will purchase, the CenturyLink Private Switch/Automatic Location Identification service provided under this Agreement ("Service"). Service allows customers using a private telephone switch such as a Private Branch Exchange ("PBX"), Cellular or other telephone service switch located on a customer premises to forward Automatic Number Identification ("ANI") information, identifying an individual station line to a 911 system. Service is employed to allow Customer to establish and maintain a record identifying the location associated with each station line that will be used for the retrieval of Automatic Location Identification ("ALI") on a 911 call, and/or for selectively routing that call to the appropriate Public Safety Answering Point ("PSAP"). The accuracy of the records for ALI and Selective Routing is established based on the information provided by Customer to CenturyLink. CenturyLink cannot guarantee or confirm the accuracy of Customer-provided information. Customer's private switch main locations to be included in this agreement are found in Attachment 1, incorporated by reference. Service is also available to Centrex/Centron customers who wish to provide the 911 system with more specific location and routing information.

1.2 Service will be governed by: (a) the Tariff applicable to the Service; and (b) to the extent a comparable Tariff term or condition does not apply to the 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>. CenturyLink reserves the right to amend, change, withdraw, or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

1.3 CenturyLink may provide certain other services to Customer in conjunction with Service (such as exchange access), which are not included in this Agreement. CenturyLink and Customer will be responsible for any other services in accordance with existing Tariffs, including payment of applicable charges. Nothing in this Agreement is intended to waive, limit, or alter those Tariffs.

2. **Term.** This Agreement will commence on the latest signature date, provided mandatory filing requirements are met. Service will be provided on a month-to-month basis.

3. **Termination.** Either party may terminate this Agreement by providing the other party 30 days written notice of termination.

4. **Installation.** The estimated installation date for Service is \_\_\_\_\_; however, CenturyLink will not be liable for delays in the installation of Service regardless of the reason.

5. **Payment.** Customer agrees to pay the charges for Service as specified on Attachment 1A incorporated by this reference. Customer must pay CenturyLink all charges by the payment due date on the invoice. Any amount not paid when due is 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. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

### 6. Customer's Responsibilities.

6.1 Customer must provide a single point of contact as well as written documentation to CenturyLink and the Public 911 jurisdiction stating that the affected PSAPs are able to accept and dispatch calls for those records established for the private switch, and to identify area boundaries and to provide any Master Street Address Guide ("MSAG") additions or modifications that are required.

6.2 Customer's private switch must provide a full seven-digit or ten-digit numbering system (whichever is applicable) and the associated ANI for each within the private switch for which a record has been established. This information must be approved by CenturyLink prior to implementation to assure that no conflict exists between the private switch numbering plan and the CenturyLink overall numbering plan.

6.3 Customer is responsible for configuring its private switch to forward the associated ANI of each station line within the private switch to the 911 system. Customer further agrees to maintain a valid address location record associated with each station line presented to CenturyLink.

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6.4 If Customer elects to use Integrated Services Digital Network Primary Rate Service ("ISDN PRS") transport, which is a separate service and not provided under this Agreement, in association with this Service, Customer understands and acknowledges the possibility that a private switch's main number ANI information may be forwarded to a PSAP instead of the intended station line's ANI information. Customer hereby agrees to release CenturyLink from any liability if an incorrect telephone number is forwarded to a PSAP as a result of private switch and/or ISDN PRS translations made by Customer, a third party, or by CenturyLink.

6.5 If the seven-digit or ten-digit number is not dialable (is not capable of receiving incoming calls), Customer is responsible to identify the associated call back number to be populated in the database in a standard format as provided by CenturyLink. The use of non-dialable numbers must be approved in writing by CenturyLink prior to implementation.

6.6 Customer must also maintain and provide to CenturyLink complete and current telephone number and address data in the agreed-upon format and within the required time schedule. Customer will be notified of telephone number and address data errors that are identified during the ALI database processing phase or by the PSAP, such as misroutes and No Record Found ("NRF") telephone numbers. Customer is responsible for issuing a correction to the ALI database within one business day of being notified. Until these errors are corrected, the affected telephone number(s) and associated addresses may not be available in the ALI database. Customer accepts any liability for the absence or inaccuracy of this information.

6.7 Customer's private switch must be capable of recognizing the "911" or "9911" code as a complete dialing sequence and routing those calls to the Service trunk group.

6.8 Customer must develop, validate and install PC hardware (or equivalent) and software for ongoing Customer record update programs and processes. Customer is responsible for any data base corrections identified by CenturyLink.

6.9 Customer must meet CenturyLink hardware, software and file specification requirements as defined in the CenturyLink PS/ALI Specification and Installation Guide.

6.10 Customer agrees to provide updates or positive acknowledgment of zero updates to CenturyLink. Customer may choose the frequency of the updates (daily, weekly, or monthly) and will advise CenturyLink in writing of the frequency chosen. Customer may change the frequency of its updates by written notice to CenturyLink.

### 7. CenturyLink's Responsibilities.

7.1 CenturyLink will provide to Customer the information required to order the private switch interface specifications, Service data file format specifications, and the CenturyLink custom Service Order Transfer System ("SOTS") file software including software installation and file transfer instructions.

7.2 CenturyLink will maintain the 911 database using updates as provided by Customer.

7.3 CenturyLink will retain Customer's update file for seven days for back-up and/or recovery purposes.

8. **Moves, Changes.** Any changes to this Agreement may be made only by written amendment signed by both parties hereto.

9. **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. Subscriber information contains names, addresses and telephone numbers of telecommunication service subscribers, including non-published and non-listed telephone service. The parties understand and agree that subscriber information may be considered to be Confidential Information under state or federal laws or regulations, and there are certain duties and responsibilities imposed by this Agreement and by law or Tariff with regard to the use and distribution of such information.

10. **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.

11. **Interruptions to Service.** Tariff specifies the credit allowance due Customer, if any, for interruptions to Service which are not caused by Customer's negligence. In the event Service is provided where there is no Tariff, the provisions of the F.C.C.1 Access Service Tariff will apply with respect to credit allowances due Customer.

## CENTURYLINK PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION SERVICE

**12. Indemnification.** Except as prohibited or limited by law, Customer will defend and indemnify CenturyLink, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, expenses, and reasonable attorneys' fees, arising from or related to the use, modification, or resale of the Service by Customer or End Users, including, without limitation, any claim for invasion of privacy.

**13. 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. CENTURYLINK MAKES NO REPRESENTATION OR WARRANTY AND ASSUMES NO LIABILITY REGARDING THE ACCURACY OF THE DATA PROVIDED BY CUSTOMER, ANY AGENT OF CUSTOMER, OR ANY OTHER DATA PROVIDER.

**14. Limitations of Liability.** The remedies and limitations of liability for any claims arising between the parties are set forth below and in any applicable Tariff, regulation, or statute.

**14.1 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. IN ADDITION, CENTURYLINK WILL NOT BE LIABLE FOR ANY DAMAGE THAT RESULTS FROM INFORMATION PROVIDED TO CENTURYLINK BY CUSTOMER OR ANY OTHER DATA PROVIDER(S). This limitation of liability will not apply to Customer's indemnification obligations or Customer's payment obligation for charges under the Agreement, (e.g., Service charges, Taxes, interest, and termination or cancellation charges).

**14.2 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.

**14.3 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 willful misconduct in the performance of this Agreement, each party's liability is limited to proven direct damages.

### **15. Miscellaneous.**

**15.1 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 the 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.

**15.2 Conflicts Provision.** If a conflict exists among provisions within this Agreement, the following order of precedence will apply in descending order of control: Tariff, this Agreement, and CenturyLink records.

**15.3 Independent Contractor.** CenturyLink provides the 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.

**15.4 ARRA.** Customer will not pay for the 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.

**15.5 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"). Any exposure to PHI will be random, infrequent and incidental to CenturyLink's provision of Service and is 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). As such, if Customer is a Covered Entity or Health Care Provider under the HIPAA Rules or supports the health care industry, CenturyLink and Customer agree that CenturyLink is not a "Business Associate" or "Covered Entity" under the HIPAA Rules for the purposes of the Agreement.

**15.6 Credit Approval.** Provision of Service is subject to CenturyLink's credit approval of Customer. As part of the credit approval

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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.

15.7 Governing Law; Dispute Resolution.

(a) Governing Law; Forum. Colorado 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 a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Denver, Colorado. 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.

15.8 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.

15.9 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.

15.10 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 Dep't, 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.

15.11 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. Using CenturyLink's electronic signature process for this Agreement is acceptable.

Enter Customer's legal business name]

Qwest Corporation d/b/a CenturyLink QC

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date

Customer Address:

**CENTURYLINK PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION SERVICE**

**ATTACHMENT 1**

**TO**

**CENTURYLINK PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION SERVICE**

PRIVATE SWITCH LOCATION:

SERVING CENTRAL OFFICE:

911 CONTROL OFFICE:

911 SYSTEM:

**CENTURYLINK PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION SERVICE**

**ATTACHMENT 1A  
TO**

**CENTURYLINK PRIVATE SWITCH/AUTOMATIC LOCATION IDENTIFICATION SERVICE  
(For Washington only)**

These charges are based on CenturyLink receiving updates from one single location for the Private Switch listed on Attachment 1. The updates will be in separate "account files," one for each 911 system. CenturyLink will not accept updates on a call-in basis. Any scheduled updates missed by Customer will wait and occur at the next scheduled update time.

<b>1. Service Feature:</b>	<b>Unit Price/ Recurring/</b>	<b>Unit Price/ Nonrecurring/</b>	<b>Total Price/ Recurring</b>	<b>Total Price/ Nonrecurring</b>
Per 100 records*	\$ 6.32	\$ 0.46	\$ 44.24	\$ 3.22
Set Up Charge per System		\$ 1447.74		\$ 1447.74

\* Rounded up to the nearest 100.