



COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 580-2564
(251) 580-2500 Fax
agary@baldwincountyal.gov
www.baldwincountyal.gov

ANU GARY
Records Manager

November 28, 2011

CenturyLink Sales Solutions, Inc.
ATTN: Deborah Williams
19812 Underwood Road
Foley, Alabama 36535

RE: Products and Services Agreement for Primary Rate Interface (PRI) Services

Dear Ms. Williams:

Enclosed, please find a **fully executed copy** of the *Products and Services Agreement* and the *Addendum to Products and Services Agreement* between the Baldwin County Commission and CenturyLink Sales Solutions, Inc. for Primary Rate Interface (PRI) communications services, which were approved by the Baldwin County Commission during its regularly scheduled meeting held on October 18, 2011.

If you have any questions or need further assistance, please do not hesitate to contact me or David Wessler, CIS Business Manager, at (251) 580-2571.

Sincerely,

ANU GARY, Records Manager
Baldwin County Commission

AG/ec Item EE1

cc: David Wessler
David Pimperl
Kim Creech
Eva Cutsinger

ENCLOSURE(S)

Products and Services Agreement

This Products and Services Agreement ("Agreement") between CENTURYLINK SALES SOLUTIONS, INC., as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and Baldwin County Commission ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer.

1. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
4. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

By: *Vicki Above*
 Printed: *Vicki Above*
 Title: *Area Sales Director AL-FL*
 Date: *11-17-11*

Address for Notices: Sales Administration
 665 Lexington Avenue
 Mailstop: OHMANB0107
 Mansfield, OH 44907

And if related to a dispute to:
 CenturyLink - Attn: Sr. Assistant
 General Counsel, Commercial Law
 5454 W. 110th Street
 Overland Park, KS 66211

Sales Rep: Deborah Williams
 Sales Rep Phone: (251) 952-5234

Baldwin County Commission

By: *[Signature]*
 Printed: *Robert E. James*
 Title: *Chairman*
 Date: *1-23-2011*

Customer Address: 312 COURTHOUSE SQ # 11
 ACCOUNTING/FINANCE DEPT
 BAY MINETTE, AL 36507-4809

Address for Notices (if different from above):



SERVICES LIST

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the local operating company providing Services to Customer is listed on each Price Quote. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in each Price Quote. Each Order Term begins on the first day of the first billing month after CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

CenturyLink Price Quote Number(s): 11-052407, 11-052406, 11-052409

2. **PRICING.**

- 2.1 **Monthly Recurring Charges ("MRC") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
- 2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Price Quote. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
- 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
- 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.

3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.

**Addendum to
Products and Services Agreement (the "Agreement")**

Contemporaneously with entering into the Agreement, Customer and CenturyLink agree to the following modification(s) to the Agreement.

1. The following sentence in Section 1 of the Services List is deleted:

"If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing."

It is replaced with the following new sentence:

"If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at the MRRs and NRRs in this Agreement, and then-current terms and conditions, unless the parties otherwise agree in writing."

2. The CenturyLink Local Government Customer Annex attached to this Addendum is incorporated as Exhibit A to the Agreement and supersedes the version posted at http://about.centurylink.com/legal/rates_conditions.html.
3. Section 4.1, Technology Upgrade, is added to Section 4, TERMINATION, in the Services List of the Agreement:

4.1 Technology Upgrade. Customer may, at its sole option and discretion, elect, in writing, to replace all of a Service type with Comparable Services (a "Technology Migration") at (A) CenturyLink's published rates, whether by Tariff or otherwise, for the Comparable Services, or (B) such other rates as may be mutually agreed upon between the parties. "Comparable Service(s)" means any service of a "higher level", as compared to the existing Service, that is functionally equivalent or superior to the Service(s) and that is first generally offered by CenturyLink at any time during the applicable Order Term after the Service's Commencement Date. For purposes of this section, "higher level" means improvements, upgrades or changes to telecommunications or information transmission technology producing higher functionality or increased capacity, where such improvements are determined according to recognized industry standards. Upon Customer's election of this option, the parties will amend the Agreement to add the Comparable Services, and Customer's Commitment Level may be adjusted as may be relevant under the circumstances, by Customer's commitment to maintain an identical pro-rata portion of the Comparable Services until the end of the Agreement Term or the applicable Order Term.

Notwithstanding any other provision hereof, Customer will not be liable for any termination charges or other similar charges of CenturyLink under this Agreement, any tariff or any other agreement or instrument whatsoever, by virtue of replacing Services by a Technology Migration if qualifying services are contracted for a minimum of a 36 month term.

[Remainder of page intentionally blank.]

4. All terms of the Agreement not modified by this Addendum will remain in full effect.

CenturyLink Sales Solutions, Inc.

By: Vicki Lowe
Name: Vicki Dave
Title: Area Sales Director AL-FL
Date: Nov. 17, 2011

Baldwin County Commission

By: [Signature]
Name: Robert E. James
Title: Chairman
Date: 11-23-2011

| |
|--|
| Approved as to Legal Form CenturyLink Law Dept. |
| JAS— 30 Sept 2011 |

APPROVED
CenturyLink
Enterprise Special Pricing
KLO 9/30/11



Exhibit A

CENTURYLINK LOCAL GOVERNMENT CUSTOMER ANNEX

This CenturyLink Local Government Customer Annex ("Annex"), together with the applicable cover agreement, modifies the CenturyLink Standard Terms and Conditions for Communications. This Annex takes precedence over all other conflicting terms and conditions of the Agreement.

1. **Eligibility and Applicability.** This Annex is available to all local governmental entities and agencies in connection with the purchase of Products and Services sold under the Standard Terms and Conditions. CenturyLink defines "local governmental entities and agencies" as local entities and agencies, specifically excluding all state and federal entities and agencies, that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges.
2. **Indemnity.** Customer will honor all indemnity provisions under the Agreement only to the maximum extent permitted by applicable law. No section of the Agreement is intended to create a waiver of Customer's rights or privileges as a sovereign entity.
3. **Nonappropriation.**
 - 3.1. **Definition.** A "nonappropriation" occurs when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement.
 - 3.2. **Effect.** If a nonappropriation occurs during the Term, Customer may terminate the Agreement at the end of the then-current fiscal period ("Termination Date") without incurring any termination liability. Customer will not be obligated for payments for any fiscal period after the Termination Date.
 - 3.3. **Notice.** Customer will give CenturyLink written notice of any termination under this section at least 30 days before the Termination Date. At CenturyLink's request, Customer will promptly provide supplemental documentation about the nonappropriation.
 - 3.4. **Limitations.**
 - A. Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied.
 - B. If Customer terminates the Agreement under this provision, Customer will not obtain the Services described in the Agreement from CenturyLink or from any other provider for a period of 180 days after the Termination Date. This obligation will survive termination of the Agreement for nonappropriation.
4. **Damages.** The Agreement does not create an obligation by Customer to pay any damages in excess of those amounts legally available to satisfy Customer's obligations under the Agreement.
5. **Ownership and Confidentiality.** The Agreement is a copyrighted work authored by CenturyLink and may contain CenturyLink trademarks, trade secrets, and other proprietary information. CenturyLink acknowledges that the Agreement is subject to disclosure under applicable Freedom of Information, Open Records, or Sunshine laws and regulations and that it will be fully disclosed and made accessible via electronic media by Customer consistent with all applicable laws and regulations.
6. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the U.S. State where CenturyLink provides the Products and Services, without regard to that State's conflict of laws principles.

BALDWIN COUNTY COMMISSION
 Proposal For ISDN-PRI
 Proposal Date: 9/20/2011
 Expire Quote Date: 11/26/2011
 Customer Copy - Quote #: 11-052406



Customer Contact Information:

Company Name: BALDWIN COUNTY COMMISSION
 Billing Address: 312 COURTHOUSE SQ STE 11
 Billing City, State, Zip: BAY MINETTE AL 36507-4809
 BAN ID: 305039197
 Customer Contact Name:
 Customer Contact Phone:
 Customer Contact E-mail:

Customer Service Location:

Primary Location Name: BALDWIN COUNTY COMMISSION
 Address: 22251 Palmer Street
 Site City, State, Zip: Robertsdale AL 36567
 NPA-NXX: 251-580
 On-Site Contact Name:
 Work TN:

Telco Central Office Information:

Telco: GULF TELEPHONE COMPANY DBA CENTURYLINK
 Serving Central Office CLLI: RBDLALXAR50
 Serving Central Office Address: ALABAMA ST
 Serving Central Office City, State, Zip: ROBERTSDALE AL 36542

CenturyLink Contact Information:

Sales Person: Deborah Williams [KH7]
 Email: Deborah.Williams@CenturyLink.com
 Sales Contact Number: 239-213-7527
 Dealer Code:

Engineer: N/A
 Email: N/A
 Engineer Contact Number: N/A

Service Description:

Type of Service: ISDN-PRI (Qty: 1)
 Term Agreement: 36 month

Charge Detail:

| Qty | Price Plan | Feature Code | Feature Code Description | MRR | NRR |
|-----|------------|--------------|---------------------------------|----------|--------------------|
| 1 | PP3Z4P01 | 0018 | Service Order Charge | | \$15.75 \$0.00 |
| 1 | PP3Z4P01 | 0238 | Premises Visit Charge | | \$14.00 \$0.00 |
| 1 | PP3Z4P01 | PRI3Y | ISDN PRI | \$500.00 | |
| 1 | PP3Z4P01 | 0266 | PRI Install Charge | | \$250.00 \$0.00 |
| 1 | PP3Z4P01 | 340K | ISDN Port | \$10.00 | |
| 23 | PP3Z4P01 | Y100NO | Channels - Per Channel | \$0.00 | |
| 5 | PP3Z4P01 | 1204V | DID Numbers - Block of 20 (N/C) | \$0.00 | |

BALDWIN COUNTY COMMISSION
Proposal For ISDN-PRI
Proposal Date: 9/20/2011
Expire Quote Date: 11/26/2011
Customer Copy - Quote #: 11-052406



| | | | | | | |
|--|--|--|--|--------------|-----------------|---------------|
| | | | | TOTAL | \$510.00 | \$0.00 |
|--|--|--|--|--------------|-----------------|---------------|

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:

Entity: GULF TELEPHONE COMPANY DBA CENTURYLINK
Service: ISDN-PRI

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes, or moves site locations. Rates, charges, and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

BALDWIN COUNTY COMMISSION
 Proposal For ISDN-PRI
 Proposal Date: 9/20/2011
 Expire Quote Date: 11/19/2011
 Customer Copy - Quote #: 11-052407



Customer Contact Information:

Company Name: BALDWIN COUNTY COMMISSION
 Billing Address: 312 COURTHOUSE SQ STE 11
 Billing City, State, Zip: BAY MINETTE AL 36507-4809
 BAN ID: 305039197
 Customer Contact Name:
 Customer Contact Phone:
 Customer Contact E-mail:

Customer Service Location:

Primary Location Name: BALDWIN COUNTY COMMISSION
 Address: 23100McAuliffe Dr.
 Site City, State, Zip: Robertsdale AL 36567
 NPA-NXX: 251-580
 On-Site Contact Name:
 Work TN:

Telco Central Office Information:

Telco: GULF TELEPHONE COMPANY DBA CENTURYLINK
 Serving Central Office CLLI: RBDLALXAR50
 Serving Central Office Address: ALABAMA ST
 Serving Central Office City, State, Zip: ROBERTSDALE AL 36542

CenturyLink Contact Information:

Sales Person: Deborah Williams [KH7]
 Email: Deborah.Williams@CenturyLink.com
 Sales Contact Number: 239-213-7527
 Dealer Code:

Engineer: N/A
 Email: N/A
 Engineer Contact Number: N/A

Service Description:

Type of Service: ISDN-PRI (Qty: 1)
 Term Agreement: 36 month

Charge Detail:

| Qty | Price Plan | Feature Code | Feature Code Description | MRR | NRR |
|-----|------------|--------------|---------------------------------|----------|--------------------|
| 1 | PP3Z4P01 | 0018 | Service Order Charge | | \$15.75 \$0.00 |
| 1 | PP3Z4P01 | 0238 | Premises Visit Charge | | \$14.00 \$0.00 |
| 1 | PP3Z4P01 | PRI3Y | ISDN PRI | \$500.00 | |
| 1 | PP3Z4P01 | 0266 | PRI Install Charge | | \$250.00 \$0.00 |
| 1 | PP3Z4P01 | 340K | ISDN Port | \$10.00 | |
| 23 | PP3Z4P01 | Y100NO | Channels - Per Channel | \$0.00 | |
| 5 | PP3Z4P01 | 1204V | DID Numbers - Block of 20 (N/C) | \$0.00 | |

BALDWIN COUNTY COMMISSION
Proposal For ISDN-PRI
Proposal Date: 9/20/2011
Expire Quote Date: 11/19/2011
Customer Copy - Quote #: 11-052407



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|--|--|--|--|-------|----------|--------|
| | | | | TOTAL | \$510.00 | \$0.00 |
|--|--|--|--|-------|----------|--------|

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:

Entity: GULF TELEPHONE COMPANY DBA CENTURYLINK
Service: ISDN-PRI

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes, or moves site locations. Rates, charges, and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.

BALDWIN COUNTY COMMISSION
 Proposal For CenturyLink ISDN-PRI
 Proposal Date: 9/20/2011
 Expire Quote Date: 12/4/2011
 Customer Copy - Quote #: 11-052409



Customer Contact Information:

Company Name: BALDWIN COUNTY COMMISSION
 Billing Address: 312 COURTHOUSE SQ STE 11
 Billing City, State, Zip: BAY MINETTE AL 36507-4809
 BAN ID: 305039197
 Customer Contact Name:
 Customer Contact Phone:
 Customer Contact E-mail:

Customer Service Location:

Primary Location Name: BALDWIN COUNTY COMMISSION
 Address: 201 E. Section Street
 Site City, State, Zip: Foley AL 36535
 NPA-NXX:
 On-Site Contact Name:
 Work TN:

Telco Central Office Information:

Telco: GULF TELEPHONE COMPANY DBA CENTURYLINK
 Serving Central Office CLLI: FOLYALXA01T
 Serving Central Office Address: ALSTON ST
 Serving Central Office City, State, Zip: FOLEY AL 36535

CenturyLink Contact Information:

Sales Person: Deborah Williams [KH7]
 Email: Deborah.Williams@CenturyLink.com
 Sales Contact Number: 239-213-7527
 Dealer Code:

Engineer: N/A
 Email: N/A
 Engineer Contact Number: N/A

Service Description:

Type of Service: CenturyLink ISDN-PRI (Qty: 1)
 Term Agreement: 36 month

Charge Detail:

| Qty | Price Plan | Feature Code | Feature Code Description | MRR | NRR |
|-----|------------|--------------|---------------------------------|----------|--------------------|
| 1 | PP3Z4P01 | 0018 | Service Order Charge | | \$45.75 \$0.00 |
| 1 | PP3Z4P01 | 0238 | Premises Visit Charge | | \$44.00 \$0.00 |
| 1 | PP3Z4P01 | PRI3Y | ISDN PRI | \$500.00 | |
| 1 | PP3Z4P01 | 0266 | PRI Install Charge | | \$250.00 \$0.00 |
| 1 | PP3Z4P01 | 340K | ISDN Port | \$10.00 | |
| 23 | PP3Z4P01 | Y100NO | Channels - Per Channel | \$0.00 | |
| 5 | PP3Z4P01 | 1204V | DID Numbers - Block of 20 (N/C) | \$0.00 | |

BALDWIN COUNTY COMMISSION
Proposal For CenturyLink ISDN-PRI
Proposal Date: 9/20/2011
Expire Quote Date: 12/4/2011
Customer Copy - Quote #: 11-052409



| | | | | | |
|---|---------|-------|---------------------------|----------|--------|
| 1 | PP1204V | 1204V | DID Numbers - Block of 20 | \$4.00 | |
| | | | TOTAL | \$514.00 | \$0.00 |

Additional Terms and Conditions:

- At http://about.centurylink.com/legal/rates_conditions.html, the following information will direct you to the applicable terms and conditions for the Services:

Entity: GULF TELEPHONE COMPANY DBA CENTURYLINK
Service: CenturyLink ISDN-PRI

- The prices quoted apply only to the sites included in the Quote and will not apply if Customer adds, changes, or moves site locations. Rates, charges, and discounts for Service elements not identified appear in the applicable terms and conditions identified above. Prices do not include taxes or applicable surcharges that CenturyLink may bill Customer. Unless this Quote is incorporated into a signed agreement, it is non-binding. Except for charges described in this Quote, the applicable CenturyLink terms and conditions identified above will control over any inconsistencies or conflicts between the Quote and the terms and conditions.