

**ALABAMA LINE
LOCATION CENTER, INC.
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ALABAMA ONE-CALL**

GENERAL MEMBERSHIP AGREEMENT

This General Membership Agreement (hereinafter referred to as the "Agreement") is made and entered into as of this the 1st day of September 2005, by and between the Alabama Line Location Center, Inc., d.b.a. Alabama One-Call, an Alabama nonprofit membership corporation with its principal office located in Jefferson County, Alabama (hereinafter referred to as the "ALLC"), and Baldwin County Commission, with its principal office located in Baldwin County, Alabama (hereinafter referred to as the "Entity").

WHEREAS, the ALLC is an Alabama nonprofit membership corporation engaged in the business of:

- (1) protecting, promoting and improving the welfare and safety of the people of the State of Alabama by protecting underground and underwater facilities and the underground environment in a manner which prevents injuries to persons and property resulting from the disturbance of underground and underwater facilities;
- (2) providing a centralized one-call notification system to expedite the location of underground and underwater facilities, such as cable, pipeline, duct, wire, or other similar installations by which an operator transports or delivers materials, information, or services prior to the start of a project requiring excavation or other subsurface work;
- (3) receiving requests through the centralized one-call notification system from excavators, utilities, and all other persons or entities prior to their performing work which may impact the subsurface of the earth; and
- (4) transmitting information received through the centralized one-call notification system to all participating members of the ALLC who may have underground or underwater facilities near the location of any proposed excavation or other subsurface activity or who are otherwise concerned with said activity (collectively, hereinafter referred to as the "One-Call Notification System"); and

WHEREAS, the Entity owns or operates a public or private underground facility which furnishes services, information or materials, or transports or transmits electric energy, light, water, steam, oil, gas, gasses, mixture of gasses, petroleum, petroleum products, hazardous or flammable

liquids, toxic or corrosive fluids and gasses or items of like nature, and telecommunications, cable television, drainage, sewage or traffic-control systems or systems of a like nature in the State of Alabama; and

WHEREAS, the Legislature of the State of Alabama on April 18, 1994 enacted Act No. 94-487 requiring the Entity to either provide an in-house program which meets the operational requirements set forth in the Act or to participate in a one-call notification system of the type provided by the ALLC; and

WHEREAS, the Entity wishes to comply with the provisions of the Act by availing itself of the one-call notification system service provided by the ALLC; and

WHEREAS, the Board of Directors of the ALLC has determined that the Entity qualifies for eligibility as a General Member of the ALLC as that term is defined in Section 2(b) of Article VII of the ALLC's By-Laws and has approved the Entity's application for membership in the ALLC in the manner provided for in Section 1(a) of Article VII of said By-Laws.

NOW, THEREFORE, in consideration of premises and of the mutual covenants and agreements hereinafter set forth, the ALLC and the Entity hereby agree as follows:

I. DEFINITIONS

"BY-LAWS" means those By-Laws adopted by the Board of Directors of the ALLC on May 20, 1994 (together with such amendments as may thereafter be made by the Board of Directors from time to time) which constitute the code of rules adopted for the regulation and management of the affairs of the ALLC.

"MEMBER" means any Entity which enters into a Membership Agreement with the ALLC.

"MEMBERSHIP AGREEMENT" means the written contract entered into between the ALLC and each Entity which sets forth the rights and obligations of the ALLC and each Entity with respect to the operation of the ALLC.

"OPERATING PROCEDURES" means those Operating Procedures adopted by the Board of Directors of the ALLC on June 30, 1994 (together with such amendments as may thereafter be made by the Operating Committee of the Board of Directors from time to time) setting forth guidelines governing the operation of the ALLC.

"GENERAL MEMBER" means any Entity which enters into a General Membership agreement with the ALLC.

"GENERAL MEMBERSHIP AGREEMENT" means the written contract entered into between the ALLC and each General Member which sets forth the rights and obligations of the ALLC and such member with respect to the operation of the ALLC in a form which is substantially identical to this Agreement. This Agreement is a General Membership Agreement.

"SERVICES" means all labor, supervision, materials, services, equipment, supplies and transportation furnished by or through the ALLC in the course of providing the One-Call Notification System.

II. TERMS AND CONDITIONS

A. Initial General Membership Fee

The Entity hereby agrees to pay, contemporaneously with the execution of this General Membership Agreement, a one-time initial General Membership Fee in the amount of \$30.00.

B. Monthly General Membership Fees

In addition to the initial General Membership Fee set forth in Subsection A above, Entity hereby agrees to pay a monthly General Membership Fee to the ALLC. The amount of the monthly General Membership Fee charged to Entity pursuant to this Subsection B shall be determined by the ALLC in accordance with the rate schedule attached hereto as Exhibit A. Such rate schedule may be amended from time to time by the ALLC as it deems appropriate. Any amendments made by the ALLC to such rate schedule shall become effective thirty (30) days after written notice is given to Entity in accordance with the provisions of Subsection I. of Section II. of this Agreement.

C. Provision of Services by the ALLC

The ALLC shall provide the Services bargained for in this Agreement in accordance with the provisions of its By-Laws and Operating Procedures. It is the intent of the parties that such Services shall, to the extent possible, comply at all times with the legal obligations imposed upon the Entity by the Act.

D. Cooperation between the Entity and ALLC

The Entity is bound by and shall comply with the provisions of the ALLC's By-Laws and Operating Procedures at all times. The Entity shall use its best efforts to cooperate with the ALLC and other Members to assure the safe, efficient operation of the ALLC. The ALLC is bound by and shall comply with the provisions of its By-Laws and Operating Procedures at all times. The ALLC shall ensure through other Membership Agreements that other Members of the ALLC comply with the provisions of its By-Laws and Operating Procedures and use their

best efforts to cooperate with the Entity and with each other to assure the safe, efficient operation of the ALLC.

E. Audit and Accounting

The ALLC shall ensure that for a period of three (3) years after the payment of any bill rendered to the Entity for its monthly General Membership Fee, the Entity, its auditor(s) or other authorized representative(s) shall be afforded access at reasonable times to all accounting records of the ALLC relating to such bill.

F. Exculpation

The ALLC and the Entity shall not be liable to any other Member for any loss, cost, damage or expense incurred by any other Member as a result of any action or failure to act, whether solely negligent or otherwise, by the ALLC, its officers, directors, employees, agents, or contractors, in providing the Services bargained for in this Agreement.

G. Indemnification

Except to the extent prohibited by law, the Entity shall indemnify and hold harmless the ALLC, other Members, and the officers, directors, employees, or agents of each, from all losses, expenses, liabilities, demands, claims, and judgments, including all court costs and reasonable attorneys fees, arising out of injury (including death) to any person or damage to any property to the extent resulting from any act or omission of the Entity; provided, however, that such indemnification shall not apply to any loss, expense, liability, demand, claim or judgment incurred by the ALLC or any Member to the extent covered by any insurance policy specified in this General Membership Agreement or in such Member's Membership Agreement. The ALLC shall ensure that indemnification is provided for the benefit of Entity by all other Members through their respective Membership Agreements. The Entity covenants not to sue the ALLC, its officers, directors, employees, agents, or contractors, under any circumstances or upon any grounds with respect to the Services bargained for under the terms of this Agreement, or any part thereof, or any injury, damage or loss, whether physical or economic, to the persons or property resulting therefrom.

H. Term and Termination

This Agreement shall become effective on the date first above written and shall continue in effect for a period of one year, and from year to year thereafter unless terminated in accordance with this Section II. H. Either party may terminate this Agreement upon thirty (30) days' written notice to the other. The ALLC may, in its sole and absolute discretion, terminate this Agreement at any time as a result of Entity's failure to comply with any federal, state or local law applicable to Entity. Termination by either party shall not relieve either party of any

obligation or liability incurred prior to such termination, regardless of whether the same be known or unknown prior to such termination. The provisions of Subsections E, G, and M of Section II of this Agreement shall survive any termination of this Agreement.

I. Notices

All notices provided for in this Agreement shall be sent to the following addresses:

If to ALLC:

Alabama One-Call
Post Office Box 1476
Birmingham, Alabama 35201-1476

If to Entity:

Baldwin County Commission
312 Courthouse Square
Suite 13
Bay Minette, Alabama 36507

Either party to this Agreement must give written notice to the other of any change in the address set forth in this Paragraph II. I. Such notice must be given within thirty (30) days of the change in such address.

J. Insurance

During the term of this Agreement, the Entity shall maintain insurance of the types and in the amounts normally maintained by those engaged in Entity's business or occupation, but in any event not less than, the following:

Comprehensive General Liability (including broad form contractual liability)	\$1,000,000 per occurrence
Workers Compensation	Statutory limits
Employers Liability	\$500,000 per occurrence
Automotive Liability (for owned, non-owned and hired vehicles)	\$1,000,000 combined single limit bodily injury and property damage

The Entity hereby agrees to provide the ALLC with a certificate or certificates evidencing

such insurance within fifteen (15) days from the date set forth on page one (1) of this Agreement and within fifteen (15) days from the date of each renewal of this Agreement pursuant to the terms of Paragraph II.H. Such certificate(s) shall be mailed to the ALLC at the address shown in Paragraph II.I. of this Agreement and shall provide evidence that the policies of such insurance have been endorsed so as to provide to the ALLC twenty (20) days written notice prior to the effective date of cancellation, nonrenewal, or a material change in any such policies at the address shown in Paragraph II.I. of this Agreement.

Notwithstanding the preceding provisions of this Paragraph II.J., the Entity retains the right to self-insure for any of the aforementioned exposures for which an insurance policy is otherwise required by this Agreement. In the event that the Entity decides to self-insure, the Entity hereby assumes responsibility for coverages no less than the amounts set forth in this Paragraph II.J. and is, therefor, relieve of providing a certificate evidencing insurance coverage with a third party but shall be required to provide proof of such self-insurance in a form and manner acceptable to the ALLC; provided however, Governmental Entities within the meaning of section 11-93-1 of the Code of Alabama (1975), as amended, who participate in a liability self-insurance fund shall not be required to obtain self-insurance in amounts in excess of statutory limits on damages set forth in section 11-92-2, as applicable, and as same shall be amended. The Entity shall provide the ALLC twenty (20) days written notice prior a material change in any such self-insurance at the address shown in Paragraph II.I. of this Agreement.

The Entity hereby waives any right of subrogation it may have against the ALLC or any Member. The Entity shall likewise require its insurers to waive such subrogation rights, and shall furnish evidence of such waiver upon request.

K. Applicable Law

This Agreement and the rights of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Alabama.

L. No Waiver

The failure by either party to insist on performance of any term, condition or instruction, or to exercise any right or privilege included in this Agreement, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, right or privilege. No waiver shall be valid unless confirmed in writing by the party granting such waiver.

M. Third Party Beneficiaries

The provisions of this Agreement are for the benefit of the parties hereto, and the other Members of the ALLC to the extent provided herein, and not for any other person. The obligations of the ALLC and the Entity hereunder may be enforced by any Member of the ALLC to the extent of their interest in the matter as if each of them were a party to this

Agreement. The Entity and ALLC agree to consult (to the extent practicable) with each other and with other Members of the ALLC prior to instituting any lawsuit arising out of the ALLC against any Member or the ALLC and to cooperate in the conduct of any such lawsuit in order to resolve amicably all disputes, minimize the impact of any dispute on the ALLC, and avoid unnecessary, harassing or duplicative litigation.

N. Changes, Modifications and Amendments

No changes, modifications or amendments of any of the terms and conditions hereof shall be valid unless agreed to by the parties in writing and signed by their authorized representatives.

O. Validity of Provisions

In the event any section or any part or portion of any section of this Agreement shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that section, or any other section hereof, provided that such remaining parts, portions, or sections can thereafter be applicable and effective without material prejudice to either party.

P. Assignment

This Agreement may be assigned in whole or in part by the Entity only with the prior written consent of the ALLC.

Q. Headings

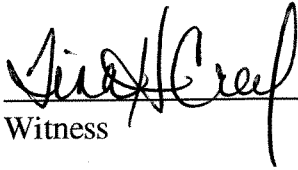
The headings and subheadings of the various sections of this Agreement are inserted for convenience only and shall not be considered in interpreting or construing the provisions hereof.

R. Entire Agreement

This Agreement supersedes all other prior agreements between the ALLC and the Entity and embodies the entire agreement between the ALLC and the Entity. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and year first above written.

ALABAMA ONE-CALL




Witness

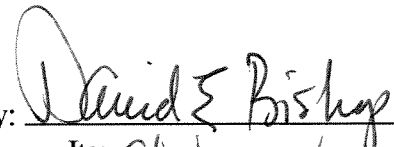
By: 

Annette R. Reburn
Its: Executive Director

BALDWIN COUNTY COMMISSION



Witness

By: 

Its: Chairman

GENERAL MEMBER RATE SCHEDULE

There is a one-time initial fee of \$30.00 for the establishment of the General Member's membership and database. This will be billed on the first month billing **after** a membership is activated.

The General Member rate will be based on the proposed AOC budget for the upcoming year, less the amount funded by the Principle Members, divided by the total transmissions for all General Members for the previous twelve (12) month transmissions.

Billing for an upcoming year, excluding communication costs*, will be determined in advance. Members will have the option to pay their billing annually, semi-annually or in equal monthly payments. If annual or semi-annual payments are desired, the payment will be due at the beginning of the billing period.

Members who receive less than 900 transmissions annually will be billed at a base monthly rate of \$35/month or \$420/annually plus any applicable communication costs *.

Communication Costs:

Email, printer or software delivery:	No Additional Charge
Facsimile machine delivery:	First 50 transmissions per month - No Additional Charge
	51 and over per month - 10¢ per transmission
Voice notification delivery:	First 10 voice callouts per month – No Additional Charge
	11-50 voice callouts per month - \$2.50/call
	51 and over callouts per month - \$3.00/call

New Members:

New members who join the AOC during 2005 will be billed monthly for the remainder of the year based on the current General Member rate. For new member billing, the rate will be calculated on a per transmission rate, which is .63 per transmission for 2005. Members will be billed for their *actual* number of transmissions delivered for that month, with a minimum of \$35/month, plus any applicable communication costs *.

Each year at the time when the new per transmission rate is being calculated for the upcoming year, if a member, who activated membership during the previous year, has six (6) months or more ticket transmission history with AOC, the annual number of transmissions will be projected to a twelve (12) month total based on the member's past history. If a member, who activated membership during the previous year, has less than six (6) months of transmission history, they will continue to be billed as a new member.