Dale County Commission

Commission Meeting Minutes - August 14, 2018

The Dale County Commission convened in a regular session Tuesday August 14, 2018. The following members were present: Chairman Mark Blankenship; District One Commissioner Chris Carroll; District Two Commissioner Steve McKinnon; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson.

Chairman Blankenship called the meeting to order at 10:30 am. Commissioner Carroll opened with the Pledge of Allegiance. Commissioner Gary followed with prayer.

<u>APPROVED – APPROVAL OF AGENDA</u>

Commissioner McKinnon made a motion to approve the agenda.

Commissioner Gary seconded the motion, all voted aye. Motion carried.

APPROVED – MEMORANDUM OF WARRANTS

Commissioner Carroll made a motion to approve the following Memorandum of Warrants:

- Accounts Payable Check Numbers 80825-80977.
- Payroll Check Numbers: 154482-154491.
- Direct Deposit Check Numbers: 27947-28215

Commissioner Gary seconded the motion, all voted aye. Motion carried.

APPROVED – JULY 24, 2018 MINUTES

Commissioner Gary made a motion to approve the Minutes of the Commission Meeting on July 24, 2018.

Commissioner Wilson seconded the motion, all voted aye. Motion carried

APPROVED – PAYROLL DEDUCTION

Commissioner McKinnon made a motion to approve the addition of a voluntary payroll deductions for Solid Waste payments.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED - INTERNET AGREEMENT - CENTURYLINK

Commissioner McKinnon made a motion to approve an Agreement with CenturyLink that will lower the monthly bills. See Exhibit 1.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED - CO. RD. 33 - ALDOT AGREEMENT

Commissioner Wilson made a motion to approve an Agreement-FA with ALDOT and authorizing the Chairman to sign the agreement. See Exhibit 2.

Commissioner Gary seconded the motion, all voted aye. Motion carried.

APPROVED - WORK REQUESTS (2) WITH MIDLAND CITY

Commissioner McKinnon made a motion to approve two work requests from Midland City with the condition of 100% reimbursement from Midland City. See Exhibit 3.

Commissioner Gary seconded the motion, all voted aye. Motion carried.

<u>APPROVED – PERSONNEL</u>

Commissioner McKinnon made a motion to approve the following:

- 1. Joshua Parker New Hire Deputy.
- 2. Daniel King Promotion Investigator.
- 3. Justyn Jackson Promotion Graduate Security Graduate y.
- 4. Ted Taylor Promotion Certified Jailer.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

ANNOUNCEMENT - NEXT REGULAR MEETING

Chairman Blankenship announced that the next regular meeting of the Dale County Commission will be Tuesday August 28, 2018 at 10:00 a.m.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commission McKinnon made a motion to adjourn the meeting. Commissioner Gary seconded the motion. All voted aye. Motion carried.

It is hereby ordered the foregoing documents, resolutions, etc., be duly confirmed and entered into the minutes of the Dale County Commission as its official actions.

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Mark Blankenship, Commission Chairman

<u>AGREEMENT-FA</u>

This Agreement is made and entered by and between the STATE OF ALABAMA, acting by and through the ALABAMA DEPARTMENT of TRANSPORTATION, party of the first part (hereinafter called the STATE), and DALE COUNTY, ALABAMA, (FEIN 63-6001505) party of the second part (hereinafter called the County):

WITNESSETH

WHEREAS, the STATE and COUNTY desire to cooperate in the patching, spot leveling, surface treatment, resurfacing, and striping on CR-33 from AL-105 north to the Barbour County Line. Length - 4.536 miles. Project# STPNU-2316(250), DCP 23-08-16, CPMS Ref# 100068316;

NOW THEREFORE, it is mutually agreed between the State and County as follows;

A. The COUNTY will furnish all Right-of-Way for project without cost to the STATE or this Project.

B. The COUNTY will adjust and/or relocate all Utilities on the project without cost to the STATE or this project.

C. The COUNTY will make the survey, complete the plans and furnish all preliminary engineering for the project with County forces without cost to the STATE or this Project. The plans will be subject to the approval of the STATE and the project will be constructed in accordance with the plans approved by the STATE and the terms of this Agreement.

D. The COUNTY will furnish all construction engineering for the project with County forces or with a consultant selected by the STATE or with State forces not to exceed 10%, without prior approval by the State, as a part of the project cost.

E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project.

F. If necessary, the COUNTY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The COUNTY will be the permittee of record with ADEM for the permit. The COUNTY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The COUNTY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

G. Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid funds in any amount. Any deficiency in Federal Aid or overrun in construction costs will be borne by the County from County Federal Aid funds, if available, and from County funds. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.

H. The estimated cost of construction of this project payable by the parties is the amount set forth below:

FA Funds (2016)	\$ 104,012.86
FA Funds (2017)	533,000.00
FA Funds (2018)	70,475.87
County Funds	 176,872.18
Total (Incl. E&I and Indirect Cost)	\$ 884,360.91

I. The STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the COUNTY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus E & I, and the COUNTY will pay this amount to the STATE no later than 30 days after the date bids are opened.

J. The COUNTY will submit reimbursement invoices for work performed under the terms of this Agreement to the Alabama Department of Transportation within six (6) months after the completion and acceptance of the project. Any invoices submitted after this six (6) month period will not be eligible for payment.

K. The COUNTY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that alignment and grades on this project meet the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

L. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the County, for any audit performed on this project in accordance with Act No. 94-414.

M. Upon completion and acceptance of this project, the COUNTY will assume full responsibility for maintenance of that part of the facility which is not part of the State Maintenance System, in accordance with the Department's Local Road Maintenance Certification Policy.

N. The COUNTY shall be responsible at all times for all of the work performed under this agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, The Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement, (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this agreement, or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

O. The COUNTY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the COUNTY, its agents, servants, employees or facilities.

P. By entering into this agreement, the COUNTY is not an agent of the STATE, its officers, employees, agents or assigns. The COUNTY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

Q. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

R. Exhibit M is attached hereto as a part hereof.

S. Exhibit N is attached hereto as a part hereof.

T. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

IN WITNESS, WHEREOF, the parties hereto have caused this agreement to be executed by those officers, officials and persons thereunto duly authorized, and the agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of the approval of the Governor of Alabama.

SEAL

ATTEST: 1 Ganer Clerk (Signatu

Type Name o

RECOMMENDED

DALE COUNTY, ALABAMA

(Signature) Chairman **Dale County Commission**

STATE OF ALABAMA, **ACTING BY AND THROUGH THE** ALABAMA DEPARTMENT OF TRANSPORTATION

State Local Transportation Engineer D. E. Phillips, Jr., P.E.

Chief Engineer Don T. Arkle, P.E.

This agreement has been legally reviewed and approved as to form and content:

William F. Patty, Chief Counsel **Alabama Department of Transportation**

Transportation Director John R. Cooper

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY APPROVED ON THE DAY

OF 20

> **GOVERNOR OF ALABAMA** KAY IVEY

BE IT RESOLVED, by the County Commission of Dale County, Alabama, that the County enter an agreement with the State of Alabama; acting by and through the Alabama Department of **Transportation for:**

The patching, spot leveling, surface treatment, resurfacing, and striping on CR-33 from AL-105 north to the Barbour County Line. Length - 4.536 miles. Project# STPNU-2316(250), DCP 23-08-16, CPMS Ref# 100068316:

which agreement is before this Commission, and that the agreement be executed in the name of the County, by the Chairman of the Commission for and on its behalf and that it be attested by the County Clerk and the seal of the County affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept of record by the County Clerk.

Passed, adopted, and approved this 12/Hay of Alight 20

ATTESTED:

Jane

County Commission

I, the undersigned qualified and acting clerk of Dale County, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the County Commission of the County named therein, at a regular meeting of such Commission held on the

20 , and that such resolution is of record in the Minute day of of the Coun

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed the official seal of the **County on this**

____, 20_/8 ______ day of ______

in Gardet

County

SEAL



Customer Name: Dale County Commission Quote #: 0-00487169 Quote Generation Date: 6/21/2018 10:12:10 AM Cutoff Date: 7/20/2018 Currency: USD

Customer Information	Account Information	Prepared By	8
Name: Dale County Commission Primary Contact: Primary Contact Phone: Primary Contact Email: Billing Contact: Billing Contact Phone: Billing Contact Email:	BPID: 1137169 Billing Account: Billing Address: 202 S Hwy 123 Ozark, AL 36360 Contract ID#: NEW	Name: Patrick Hancock Phone: 3343996812 Email: patrick.hancock@centuryink.com	

<u>Quote</u>

Pricing Table

Product	Qty	Location	Service Address	Service Details	Service Attributes	Term (Months)	MRC	NRC	Waived NRC
Fiber+ Internet	1		202 S HIGHWAY 123 STE C OZARK AL 36360		Pro 500M Months credited 1 Month	36 Months	\$359.00	\$99.00	\$99.00
	1			Business Essentials - Standard			\$0 00	\$0.00	
Fiber+ Internet	1		100 E COURT SQ OZARK AL 36360		Pro 500M Months credited: 1 Month	36 Months	\$359.00	\$99.00	
	1			Business Essentials - Standard			\$0 00	\$0.00	
			· · · · ·		Servic	e Sub Total:	\$718.00	\$99.00	

"Terms and Conditions for Fiber+ Internet Bundle Offer"

Except as otherwise provided in Section 2 of the Customer Acceptance Provisions, CenturyLink provides Fiber+ Internet services under these additional service-specific terms and conditions which are incorporated into the Agreement by this reference: (a) Fiber+ Internet Bundle provisions ("Package Provisions") found at http://www.centurylink.com/legal/ctae/MTU/fiberplusinternet/v17.pdf and (b) the Domestic CenturyLink IQ Networking, Local Access, and Rental CPE service-specific sections in "Section II. Additional Service-Specific Terms and Conditions" of the Detailed Terms and Conditions ("DT&C") at: http://www.centurylink.com/legal/DTC/v82.pdf.

"Other Provisions for Fiber+ Internet Bundle Offer"

The Fiber+ Internet Bundle type appears in the first "Fiber+ Internet" row under the "Service Attributes" column of the above table. The CenturyLink IQ Networking port is an Internet Port. The port bandwidth details appear in the first "Fiber+ Internet" row under the "Service Attributes" column of the above table. The Local Access bandwidth details appear in the first "Fiber+ Internet" row under the "Service Attributes" column of the above table. The package/bundle pricing includes the Local Access MRC and the Rental CPE MRC. CenturyLink will provide the rental equipment while Customer purchases the Services from CenturyLink. CenturyLink may provide equipment from various manufacturers at its discretion. The Rental CPE maintenance is ProMET® On-Site Standard (8x5, on-site, next business day) maintenance unless "Pro MET 24x7 Professional" appears in the "Service Details" column of the above table. If "Pro MET 24x7 Professional" appears in the "Service Details" column of the above table. If "Pro MET 24x7, on-site, 4-hour response) maintenance for that location. There is an additional MRC for ProMET® On-Site Premium maintenance. Customer's site must qualify for ProMET® On-Site Premium maintenance.

The following Cancellation Charge will apply for the Fiber+ Internet Bundle solution(s) ordered in the above table in lieu of any cancellation charges defined elsewhere in the Agreement, unless stated otherwise herein. If a Fiber+ Internet Bundle Solution is canceled by Customer for any reason other than for Cause or by CenturyLink for Cause before the Service Term is completed, then Customer must pay CenturyLink the following Cancellation Charges: (A) the sum of the applicable Fiber+ Internet MRC, plus any additional MRCs associated with the Fiber+ Internet Bundle Solution at that Service location multiplied by: (1) 100% of the number of months, if any, remaining in the first year of the Service Term; (2) 75% of the number of months, if any, remaining in the second year of the Service Term; and (3) 50% of the number of months, if any, for the remainder of the Service Term; (B) the amount of any applicable nonrecurring charges waived or discounted by CenturyLink for the Services; (C) the amount of any installation or construction charges incurred by CenturyLink to install the Services; and (D) charges incurred by CenturyLink from a third-party provider that result from the early termination. The charge in the Rental CPE section that applies if Customer fails to return rental CPE to CenturyLink will also

Opportunity ID#: 55724252

Page 1 of 7 CONFIDENTIAL CenturyLink, All Rights Reserved.



Customer Name: Dale County Commission Quote #: Q-00487169 Quote Generation Date: 6/21/2018 10:12:10 AM Cutoff Date: 7/20/2018 Currency: USD

apply.

As part of the Service provisioning process, CenturyLink will identify whether Customer's Local Access functionality is IP Connection as described in the Local Access service-specific terms. If it is, Customer agrees to use the CenturyLink IQ Networking Internet Port only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. If the IP Connection Local Access functionality is used in conjunction with a CenturyLink IQ Networking Private Port, Customer must, so long as the Private Port is used, either: (iii) have entered into an agreement or amendment directing Customer to the Network-Based Security ("NBS") service-specific terms and use NBS with the Private Port or (iv) use the Private Port in conjunction with an interconnected Internet Port in a multi-site configuration. In either case, Customer agrees the arrangement will be configured so each Private Port connection will be used consistent with the wireline broadband Internet access usage limitations noted in (i) and (ii) above.

No Resale. Customer warrants: 1) Services are for its own use; 2) It will not resell the Services, regardless of whether it qualifies as a reseller under the Telecommunications Act of 1996 or under state law; and 3) It will not in any way offer third party access to the Services, even if it adds features or functions to the Services or combines the Services with another service.

"Business Applications Provisions"

Customer is currently eligible to receive the following optional CenturyLink business applications provided by CenturyLink affiliate Savvis Communications Corporation DBA CenturyLink TS and its affiliates ("CenturyLink TS") at no additional charge. The optional business applications apply to the product(s) listed in the "Product" column of the preceding pricing table. CenturyLink or CenturyLink TS may modify or discontinue this offering for any future purchases of the product(s) listed in the "Product" column of the preceding pricing table. You will receive a URL and log-in credentials to access your business applications. When you first log in to the Management Console, you will be asked to accept the CenturyLink terms and conditions before activating the applications. The optional business applications are governed by the CenturyLink business applications terms and conditions also found at <u>https://apps.centurylink.com/terms-conditions</u> and not by this Agreement.

Optional Business Applications Included at No Additional Charge	Quantity/Details
Microsoft Office 365 from CenturyLink	10 Business Essential licenses, includes email w/ 50GB storage
Basic Web Hosting with Site Builder Tools	5GB Storage
DNS Registration	1 Included
Data Backup for PC and Laptop (not applicable to servers)	10 Licenses at 10GB each
Cloud Fax	20 Inbound/Outbound Pages
Search Engine Submission	Attracta

Customer may purchase additional CenturyLink TS services at the following website: <u>https://apps.centurylink.com/login</u>. Additional charges will apply.

Term Product Qty Location Service Address Service Details Service Attributes MRC NRC Waived NRC (Months) SIP Trunk IAD with 6 voice channels Fiber+ Pro 100 E COURT SQ IQ Networking Port 36 Enterprise SIP 1 50M \$437.00 \$500.00 OZARK AL 36360 Internet Months with IAD Months credited: 1 Month Business 1 Essentials -\$0.00 \$0.00 Standard Additional Voice 36 17 \$170.00 \$0.00 Channels Months SIP Trunk IAD with 6 voice channels Fiber+ Рю 202 S HIGHWAY 123 **IQ Networking Port** 36 Enterprise SIP 1 50M \$437.00 \$500.00 STE C OZARK AL 36360 - Internet Months with IAD Months credited 1 Month

Pricing Table

Opportunity ID#: 55724252

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1	 Business Essentials - Standard		\$0.00	\$0.00	
17	Additional Voice Channels	36 Monti	s \$170.00	\$0.00	
 -		Service Sub Tot	al: \$1,214.00	\$1,000.00	

"Terms and Conditions for Fiber+ Enterprise SIP with IAD Package"

Except as otherwise provided in Section 2 of the Customer Acceptance Provisions, CenturyLink provides Fiber+ Enterprise SIP with IAD services under these additional service-specific terms and conditions which are incorporated into the Agreement by this reference: (a) Fiber+ Enterprise SIP Trunk with IAD Package provisions ("Package Provisions") found at

http://www.centurylink.com/legal/ctae/MTU/FESIPwIADPkg/v22.pdf and (b) the SIP Trunk ("VoIP"), Domestic CenturyLink IQ Networking, Local Access, and Rental CPE service-specific sections in "Section II. Additional Service-Specific Terms and Conditions" of the Detailed Terms and Conditions ("DT&C") at: http://www.centurylink.com/legal/DTC/v82.pdf.

"Other Provisions for Fiber+ Enterprise SIP with IAD Package"

The details for CenturyLink IQ Networking appear in the first "Fiber+ Enterprise SIP with IAD" row under the "Service Details" column (port type) and under the "Service Attributes" column (port bandwidth) of the above table. The Local Access bandwidth details appear in the first "Fiber+ Enterprise SIP with IAD" row under the "Service Attributes" column of the above table. The number of SIP Trunk sessions included in the package/bundle pricing appears in the first "Fiber+ Enterprise SIP with IAD" row under the "Service Attributes" column of the above table. Any additional sessions ordered appear as a separate line item. It will be understood that any reference to "voice channels" in the above table means SIP Trunk Sessions. The package/bundle pricing includes rental equipment that CenturyLink will provide while Customer purchases the Services from CenturyLink. CenturyLink may provide equipment from various manufacturers at its discretion. The Rental CPE maintenance is ProMET® On-Site Standard (8x5, on-site, next business day) maintenance unless "Pro MET 24x7 Professional" appears in the "Service Details" column of the above table. If "Pro MET 24x7 Professional" appears in the "Service Details" column of the above table. If "Pro MET 24x7 Professional" appears in the above table, the Rental CPE maintenance is ProMET® On-Site Premium (24x7, on-site, 4-hour response) maintenance for that location. There is an additional MRC for ProMET® On-Site Premium maintenance. Customer's site must qualify for ProMET® On-Site Premium maintenance. The Configuration Management type appears in the first "Fiber+ Enterprise SIP with IAD" row under the "Service Attributes" column of the above table.

Service is subject to the 911 Emergency Service Acknowledgment below.

The following Cancellation Charge will apply for the Fiber+ Enterprise SIP with IAD Package(s) ordered in the above table in lieu of any cancellation charges defined elsewhere in the Agreement, unless stated otherwise herein. If a Fiber+ Enterprise SIP with IAD Package is canceled by Customer for any reason other than Cause or by CenturyLink for Cause before the Service Term is completed, then Customer must pay CenturyLink all accrued but unpaid charges incurred prior to the date of termination, including charges for Service used by Customer or its End Users if termination has been delayed for any reason, such as delays for porting Customer's telephone numbers to another carrier, plus a Cancellation Charge equal to: (1) the sum of the applicable Fiber+ Enterprise SIP with IAD Package MRC, plus any additional MRCs associated with the Fiber+ Enterprise SIP with IAD Package at that Service location multiplied by: (A) 100% of the number of months, if any, remaining in the first year of the Service Term; (B) 75% of by the number of months, if any, remaining in the first year of the Service Term; (B) 75% of by the number of months, if any, remaining in the first year of the Service Term; (B) 75% of by the number of months, if any, remaining in the first year of the Service Term; (B) 75% of by the number of months, if any, remaining in the first year of the Service Term; (B) 75% of by the number of months, if any, remaining in the first year of the Service Term; (B) 75% of by the number of months, if any, remaining in the first year of the Service Term; (C) the amount of any applicable nonrecurring charges waived or discounted by CenturyLink for the Services; (3) the amount of any installation or construction charges incurred by CenturyLink to install the Service; and (4) charges incurred by CenturyLink from a third-party provider that result from the early termination. The charges in the Rental CPE Service-specific section that apply if Customer fails to return rental CPE to CenturyLink will continue to apply.

As part of the Service provisioning process, CenturyLink will identify whether Customer's Local Access functionality is IP Connection as described in the Local Access service-specific terms. If it is, Customer agrees to use the CenturyLink IQ Networking Internet Port only for the provision of either: (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. If the IP Connection Local Access functionality is used in conjunction with a CenturyLink IQ Networking Private Port, Customer must, so long as the Private Port is used, either: (iii) have entered into an agreement or amendment directing Customer to the Network-Based Security ("NBS") service-specific terms and use NBS with the Private Port or (iv) use the Private Port in conjunction with an interconnected Internet Port in a multi-site configuration. In either case, Customer agrees the arrangement will be configured so each Private Port connection will be used consistent with the wireline broadband Internet access usage limitations noted in (i) and (ii) above.

No Resale. Customer warrants: 1) Services are for its own use; 2) It will not resell the Services, regardless of whether it qualifies as a reseller under the Telecommunications Act of 1996 or under state law; and 3) It will not in any way offer third party access to the Services, even if it adds features or functions to the Services or combines the Services with another service.

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Customer Name: Date County Commission Quote #: Q-00487159 Quote Generation Date: 6/21/2018 10:12:10 AM Cutoff Date: 7/20/2018 Currency: USD

"Business Applications Provisions"

Customer is currently eligible to receive the following optional CenturyLink business applications provided by CenturyLink affiliate Savvis Communications Corporation DBA CenturyLink TS and its affiliates ("CenturyLink TS") at no additional charge. The optional business applications apply to the product(s) listed in the "Product" column of the preceding pricing table. CenturyLink or CenturyLink TS may modify or discontinue this offering for any future purchases of the product(s) listed in the "Product" column of the preceding pricing table. You will receive a URL and log-in credentials to access your business applications. When you first log in to the Management Console, you will be asked to accept the CenturyLink terms and conditions before activating the applications. The optional business applications are governed by the CenturyLink business applications terms and conditions also found at https://apps.centurylink.com/terms-conditions and not by this Agreement.

Optional Business Applications Included at No Additional Charge	Quantity/Details
Microsoft Office 365 from CenturyLink	20 Business Essential licenses, includes email w/ 50GB storage
Basic Web Hosting with Site Builder Tools	10GB Storage
DNS Registration	1 Included
Data Backup for PC and Laptop (not applicable to servers)	20 Licenses at 10GB each
Cloud Fax	250 Inbound/Outbound Pages
Search Engine Submission	Attracta

Customer may purchase additional CenturyLink TS services at the following website: <u>https://apps.centurylink.com/login</u>. Additional charges will apply.

911 EMERGENCY SERVICE ACKNOWLEDGMENTS

Customer Initials: ______ I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE GENERAL 911 LIMITATIONS IN THE "911 EMERGENCY SERVICES-VOIP" SECTION OF THE TERMS AND CONDITIONS APPLICABLE TO ALL VoIP SERVICES AND THE SERVICE-SPECIFIC 911 LIMITATIONS IN THE PROVISIONS APPLICABLE TO MY VoIP SERVICE (COLLECTIVELY, "VoIP PROVISIONS") IN THE APPLICABLE SERVICE EXHIBIT ATTACHED TO THE CENTURYLINK TOTAL ADVANTAGE AGREEMENT OR CENTURYLINK LOYAL ADVANTAGE AGREEMENT. IF I HAVE NOT EXECUTED A CENTURYLINK TOTAL ADVANTAGE OR CENTURYLINK LOYAL ADVANTAGE, THEN I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE GENERAL 911 LIMITATIONS IN THE "911 EMERGENCY SERVICES-VOIP" SECTION OF THE TERMS AND CONDITIONS APPLICABLE TO ALL VoIP SERVICES, AND THE SERVICE-SPECIFIC 911 LIMITATIONS IN THE PROVISIONS APPLICABLE TO MY VoIP SERVICE (COLLECTIVELY, "VoIP PROVISIONS") IN THE DT&C AT <u>http://www.centurylink.com/legal/DTC/v82.pdf</u>.

VPC Credit Offer Table (see Terms and Conditions below)

Product	Service Address	Service Details	Service Attributes	Term (Months)	Credit Amount per Month	Credit Period
Fiber+ Internet	202 S HIGHWAY 123 STE C OZARK AL 36360		Pro 500M Months credited 1 Month	36 Months	\$359.00	1 Month
		Business Essentials - Standard			\$0.00	1 Month
Fiber+ Internet	100 E COURT SQ QZARK AL 36360		Pro 500M Months credited: 1 Month	36 Months	\$359 00	1 Month
		Business Essentials - Standard			\$0.00	1 Month
			Total Credits per Month fo Bundles / Packag	r All Eligible es / Service:	\$718.00	

VPC Credit Offer Table (see Terms and Conditions below)

Product	Service Address	Service Details	Service Attributes	Term (Months)	Credit Amount per Month	Credit Period
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Fiber+ Enterprise SIP with IAD	100 E COURT SQ OZARK AL 36360	IQ Networking Port - Internet	SIP Trunk IAD with 6 voice channels Pro 50M Months credited 1 Month	36 Months	\$437.00	1 Month
		Business Essentials - Standard			\$0.00	1 Month
		Additional Voice Channels		36 Months	\$170.00	1 Month
Fiber+ Enterprise SIP with IAD	202 S HIGHWAY 123 STE C OZARK AL 36360	IQ Networking Port - Internet	SIP Trunk IAD with 6 voice channels Pro 50M Months credited 1 Month	36 Months	\$437.00	1 Month
		Business Essentials - Standard			\$0.00	1 Month
		Additional Voice Channels		36 Months	\$170.00	1 Month
			Total Credits per Month for Bundles / Package		\$1,214.00	

Terms and Conditions for VP Checkbook Credit Offer ("VPC Credit Offer")

Customer is eligible to receive the credits for the Eligible Bundles, Packages or Services listed in the VPC Credit Offer Table(s). If applicable, separate tables will be shown for each Eligible Service, Eligible Bundle and Eligible Package. CenturyLink provides the VPC Credit Offer set forth in each table under the additional terms and conditions, which are incorporated into the Agreement by this reference, found at http://www.centurylink.com/legal/mgctae/VPCCredit.pdf. CenturyLink reserves the right to amend these terms and conditions effective upon posting to the Web site. Customer's continued receipt of the VPC Credit Offer constitutes acceptance of any changes.

Credit Amount per Month ("Credit Amount"). Credit Amount is the monthly credit shown in the table(s) applicable to the Eligible Service or to a single Eligible Bundle or Eligible Package purchased by Customer of the type indicated. If applicable, separate lines will appear in the table(s) for each component of an Eligible Service, Eligible Bundle and Eligible Package receiving a credit. Services, features, optional add-ons or other additional charges included in the VPC Credit Offer Table(s) above without a Credit Amount in the Credit Amount per Month column are not eligible to receive a credit. Credit Amount excludes any taxes, fees and surcharges.

Credit Period. Credit Period is the number of months shown in the table(s) Customer receives the Credit Amount for the applicable Eligible Service, Eligible Bundle and Eligible Package. Credit Amounts will cease upon expiration of the Credit Period.

Customer: Dale County Commission	CenturyLink Sales Solutions, Inc.
~ M	
Authorized Signature	Authorized Signature
MARX BLANCASHIP	Name Typed or Printed
Title DRIFMAN	Title
08-14-2018	
Date	Date



Service(s) Total for Services priced in this Quote		
	Monthly Recurring Charges (\$)	Non-Recurring Charges (\$)
Total	\$ 1,932.00	\$ 1,099.00



Customer Acceptance Provisions

1. Charges/Orders. CenturyLink will charge Customer the rates for the Services shown above. If Customer changes any of the Bundle/Package or Service Details or moves a Service Address, these rates will not apply. Rates and charges for Service elements not identified appear in the applicable terms and conditions. Rates do not include foreign, federal, state or local taxes, surcharges, fees, EAS, Zone, CALC, or other similar charges. Services (located at the address specified, if applicable) shown on this Quote may not be combined with any other offer(s) or discount(s) other than those specifically listed on this Quote. Early termination charges may apply as set forth in the Agreement. By signing this Quote, Customer orders the services, bundles, offers, and packages identified in the "Product" column of the table(s) above ("Services").

2. General. A CenturyLink Total Advantage Express Agreement, CenturyLink Total Advantage Agreement, CenturyLink Master Service Agreement, CenturyLink Loyal Advantage Agreement, CenturyLink Master Service Agreement Express or CenturyLink Loyal Advantage Agreement that is signed by authorized representatives of both parties on or before the earlier of the Cutoff Date on this Quote or the Cutoff Date on the agreement and includes all Service specific terms for the Service(s) described and any applicable offer terms in this Quote as determined by CenturyLink records is required to implement the pricing in this Quote ("Agreement"). The terms of this Quote including the "Other Provisions", "Customer Acceptance Provisions," "Terms and Conditions for VP Checkbook Credit Offer," and "Business Applications Provisions" for the Services control except that the "Terms and Conditions" that appear under the pricing table for the Service Agreement Express and will not apply if Customer's Agreement is a CenturyLink Total Advantage Express Agreement or CenturyLink Master Service Agreement. Existing services, bundles, offers, or packages will continue to be governed by the terms and conditions incorporated by attachment or reference when previously added to the Agreement. If the Agreement do es not allow for rates to be set forth in a quote, this Quote amends the Agreement to include CenturyLink-approved signed quotes as a method to order the Services listed above.

3. Waived NRCs. Despite anything to the contrary in the Service-specific terms and conditions and for purposes of this Quote only, NRCs are NOT waived unless this Quote expressly states NRCs are waived or the NRCs appear in the waived column in the above table(s). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the NRC will be the amount stated in this Quote or shown in the "Waived NRC" column in the above table(s) despite anything to the contrary in the Existing Agreement or Agreement.

4. MACD. If in this Quote Customer is upgrading, moving, disconnecting or otherwise changing an existing Service, cancellation charges may apply as set forth in the Agreement.

Except to the extent required by an open records act or similar law, Customer agrees not to disclose this Quote or any of its contents to any third party.

Exhibit 2

CENTURYLINK® TOTAL ADVANTAGE® EXPRESS – AGREEMENT – Summary Page

This CenturyLink[®] Total Advantage[®] Express Agreement is between CenturyLink Sales Solutions, Inc. as contracting agent on behalf of the applicable CenturyLink company providing the Services under this Agreement ("CenturyLink") and DALE COUNTY COMMISSION ("Customer" or "You"). The name of the CenturyLink operating company providing Services to Customer is listed in the service-specific terms and conditions. CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before September 14, 2018 ("Cutoff Date"). Using CenturyLink's electronic signature process for the Agreement is acceptable.

1. Services. CenturyLink provides Services under the terms of this CenturyLink Total Advantage Express Agreement and Summary Page including (a) the Terms and Conditions following the signature block, as more fully described in "Section I. General Terms and Conditions" of the Detailed Terms and Conditions ("DT&C") at: <u>http://www.centurylink.com/legal/DTC/v82.pdf</u>, (b) the service-specific terms and conditions applicable to the Services in "Section II. Additional Service-Specific Terms and Conditions" of the DT&C, and (c) the supplemental terms and conditions (if any) for which links have been provided below the pricing table(s) in this Agreement or in a valid CenturyLink quote that references this Agreement (collectively the "Agreement.") Provisions that are applicable to a specific CenturyLink company are so indicated. All general provisions are applicable to services provided by the CenturyLink company providing the Services under this Agreement. For an interim period of time until all work is completed to update the Service-specific provisions, various on-line offer provisions, Tariffs and other terms and conditions incorporated by attachment or reference into this Agreement, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC.

The following Services are incorporated into the Agreement:

FIBER + INTERNET BUNDLE

CenturyLink will charge Customer, and Customer will pay, the rates set forth in a signed CenturyLink issued quote for Service, which will reference this Agreement. The Initial Service Term is set forth in the quote.

CENTURYLINK SELECT ADVANTAGE PRODUCTS AND SERVICES (CPE and PROFESSIONAL SERVICES)

The following additional terms and conditions apply to CPE Products & Services and Professional Services and are incorporated herein by reference: the General Terms Applicable to All Services and CPE Products & Services; Professional Services sections in the DT&C.

Customer is purchasing CPE Products & Services and/or Professional Services under this Agreement. The pricing for Products and Services ordered under this Agreement will be itemized on a Purchase Order or SOW subject to this Agreement.

RENTAL CPE PRODUCTS AND SERVICES

The following additional terms and conditions apply to Rental CPE Products and Services, and are incorporated herein by reference: the General Terms Applicable to All Services and Rental CPE sections in the DT&C.

Customer is renting CPE Products and Services under this Agreement for use with any of the following services ordered under this Agreement: CenturyLink IQ® Networking, Data Bundle Solutions, Integrated Access Package, Managed VoIP, Managed VoIP Bundle, SIP Trunk, SIP Trunk bundles, Hosted Collaboration Solution or Core Connect Enterprise Packages. The pricing for Rental CPE Products and Services ordered under this Agreement will be itemized on a Rental CPE Rate Attachment or Promotional Attachment (if applicable) subject to this Agreement.

FIBER + ENTERPRISE IA PACKAGE

CenturyLink will charge Customer, and Customer will pay, the rates set forth in a signed CenturyLink issued quote for Service, which will reference this Agreement. The Initial Service Term is set forth in the quote.

FIBER + ENTERPRISE SIP WITH IAD PACKAGE

CenturyLink will charge Customer, and Customer will pay, the rates set forth in a signed CenturyLink issued quote for Service, which will reference this Agreement. The Initial Service Term is set forth in the quote.

If Customer terminates without Cause prior to expiration of the Service Term, Cancellation Charges will include (in addition to any other applicable Cancellation Charges set forth in this Attachment) the difference between \$500 and the Package NRC shown above, plus the amount of any waived Voice Mailbox NRC.

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CENTURYLINK® TOTAL ADVANTAGE® EXPRESS - AGREEMENT - Summary Page

2. Rates

2.1 Rate Changes. Rates apply only for the above Services and Service Address(es) and will not apply if Customer moves a Service Address or changes any of the Bundle or Service Details. The rates for Local Access Service and CPE Purchase may be subject to valid quote forms, which control if they conflict with the rates listed on this Summary Page, all of which are subject to change.

2.2 Additional Charges. Additional charges may apply. Rates and charges for Service elements not identified appear in the applicable terms and conditions. Rates do not include foreign, federal, state or local taxes, surcharges, fees, EAS, Zone, CALC, or other similar charges.

3. Term and Termination.

3.1 Term. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues until expiration of all Orders placed under this Agreement. Service Terms begin on their Start of Service Date and automatically renew unless terminated by either party. The Start of Service Date, renewal periods and renewal period rates are described in the DT&C, Bundle or Package Provisions, Service Provisions, or in an applicable Tariff, RSS or ISS.

3.2 Termination. If Customer gives notice of cancellation or termination, disconnects any portion of a Service or breaches this Agreement resulting in the termination of a Service before the end of the applicable Service Term, Cancellation Charges will apply as set forth in the applicable terms and conditions.

4. Amendments. At CenturyLink's sole discretion, the parties may amend the Agreement to add additional CenturyLink services. Except as otherwise expressly permitted in the Agreement, amendments must be in writing and signed by both parties' authorized representatives.

CUSTOMER: DALE COUNTY COMMISSION

a flim	÷
Authorized Signature	_
MART Spreaship	
Name Typed or Printed	-
(hAirena) 08-14-18	
Title Date	-

CENTURYLINK SALES SOLUTIONS, INC.

Authorized Signature

Name Typed or Printed

Title

Date

911 EMERGENCY SERVICE ACKNOWLEDGMENT:

Customer Initials: 1 ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE 911 LIMITATIONS IN THE "911 EMERGENCY SERVICES-VOIP" SECTION OF THE TERMS AND CONDITIONS APPLICABLE TO ALL SERVICES, AND IN THE PROVISIONS APPLICABLE TO MY VOIP SERVICE ("VoIP PROVISIONS") IN THE DT&C AT <u>http://www.centurylink.com/legal/DTC/v82.pdf</u>.

Customer's Address for Notices: 202 S Hwy 123, Attn: Mark Blankenship, Ozark, AL 36360; Customer's Facsimile Number: (334) 774 - 1841

TERMS AND CONDITIONS

1. Additional Terms and Conditions. Customer understands that the DT&C and other provisions identified in this Agreement ("Other Provisions") contain additional important terms and conditions that apply to the Services, including, among other things, confidentiality obligations, disclaimer of warranties, indemnification, shortfall charges, minimum-service terms, early termination charges, and jury-trial and class-action waiver.

2. Payment. Customer must pay all charges within 30 days of the invoice date except for CenturyLink QC charges, which Customer must pay by the due date on the invoice. Charges not paid by their due date are subject to late payment charge of the lesser of 1.5% per month or the maximum rate allowed by law or required by Tariff. In addition to payment of charges for Services, Customer must also pay CenturyLink any applicable Taxes (which is defined in the DT&C and may include surcharges, fees, and other similar charges) assessed in connection with Services. 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.

(a) All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (i) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (ii) by national overnight courier service, next business day, or (iii) by facsimile when delivered if duplicate notice is also sent by regular U.S. Mail.

(b) Service Notices. All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: <u>BusinessDisconnects@centurylink.com</u>, except that for Services purchased under the CPE Products & Services; Professional Services Section of the DT&C Customer notice must be provided to the customer care number specified on Customer's invoice, and must contain the account name, account number, Identification of the Service(s), and Service address(es). Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required by Service-specific Terms and Conditions below. Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: <u>Norenew@centurylink.com</u>. Att Customer notices for other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.

(c) Legal Notice. All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14th Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn. General Counsel.

4. Credit Approval. Provision of Services 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 Services. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of the Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to credit reporting agencies or industry clearinghouses.

5. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE 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 WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

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

(a) 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.

(b) Claims Related to Services. For Customer's claims related to Service deficiencies or interruptions, Customer's exclusive remedies are limited to: (a) those remedies set forth in the SLA for the affected Service or (b) the total MRCs or usage charges paid by Customer for the affected Service in the one month immediately preceding the event giving rise to the claim if an SLA does not apply.

(c) 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 the Agreement, each party's liability is limited to proven direct damages.

(d)Other Direct Damages. For all other claims arising out of the Agreement, each party's maximum liability will not exceed in the aggregate the total MRCs and usage charges paid by Customer to CenturyLink under the Agreement in the three months immediately preceding the event giving rise to the claim ("Damage Cap"). The Damage Cap will not apply to a party's indemnification obligations or Customer's payment obligations under the Agreement.

7. 911 Emergency Services-VoIP. You are purchasing a VoIP service (Hosted VoIP and CenturyLink IQ SIP Trunk Service, Analog VoIP Service, SIP Trunk Service, Managed Office Essentials, Core Connect, or HCS Service) from CenturyLink. The Federal Communications Commission (FCC) requires us to inform you about possible limitations to 911 access when using VoIP. VoIP is provided through an Internet connection rather than over the traditional phone network. This presents special challenges for 911 service. It is important for you to understand those challenges and your responsibilities. Below are some specific limitations of 911-calling with your service. Please see additional important limitations in the VoIP Provisions. CENTURYLINK RECOMMENDS THAT YOU AND YOUR END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING 911 SERVICES.

EXARNING POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ THIS SECTION CAREFULLY, AND INITIAL THE 911 ACKNOWLEDGEMENT.

(a) Location Limitations. (including choice of telephone number (TN)). 911 emergency services may not be available or may be sent to an incorrect emergency service provider under certain circumstances, including: (i) when your service is initially installed - on average less than 24 hours, but possibly up to 72 hours due to the time required to update 911 databases; (ii) if you use your service at a location other than where it was originally installed, or if you move your handset or soft phone ("Device") without following processes designated by CenturyLink. Note: Some, but not all, CenturyLink VoIP services allow temporary moves of your Device. If temporary moves are permitted, your VoIP Provisions include the process required to temporarily change your 911 address. The FCC makes it your responsibility to keep your location address updated in CenturyLink's 911 records; (iii) if you select a TN associated with a geography other than your physical location (e.g., you chose a Colorado TN when you are located in California).

(b) Other Limitations. 911 dialing from your VoIP Service might fail for reasons other than physical location. For example, the service may fail or become degraded for reasons, such as (i) power outages, CPE failure (e.g., Internet connectivity routers, your data network and equipment, Customer premises switches and routers, and other Devices), cable cuts, or any service or broadband outage or degradation (including failures caused by suspension or termination of the Service); (ii) maintenance or repair work; or (iii) if your area does not have 911 emergency service.

(c) VoIP Service-Specific Limitations. <u>PBX/IAD (Analog VoIP, Integrated Access, SIP Trunk)</u> If your VoIP Service is used with a PBX or IAD, depending on the technical capabilities of the PBX or IAD and the options you choose to deploy, the number delivered to an emergency service provider may be different from the number the caller believes is being delivered. For example, a general PBX number may be delivered rather than a station number on a particular floor. In this case, the number sent to the emergency service provider will not be sufficiently specific to locate the site of the emergency on a particular floor. <u>Remote BLA/SCA (Hosted VoIP, Managed Office, Managed Office Essentials)</u> The remote bridged line appearance

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CENTURYLINK® TOTAL ADVANTAGE® EXPRESS - AGREEMENT - Summary Page

("BLA") or shared call appearance ("SCA") VoIP functionality for the VoIP Service allows Customer to program its equipment to ring in 2 separate locations when a single phone number is dialed (i.e., the end user's house and business). When Customer moves from one location (and ringing premises) to another location. Customer must provide CenturyLink with its accurate service address. Customer must keep its CenturyLink-Approved 911 Location identified in the service portal up-to-date with the address of its current location. Failure to update the CenturyLink-Approved 911 Location with the new address location will prevent Customer's calls from routing to the correct PSAP. Customer should not use the VoIP Service at the new location until Customer has received a confirmation email at its address of record. Customer's address has not changed until CenturyLink has completed the 911 Update Interval. CenturyLink does not support Remote BLAs or Remote SCAs on IP Devices used with any other CenturyLink VoIP service regardless whether such service includes Hosted VoIP in the package or bundle. Voice Mail Only Seats (Hosted VoIP, CenturyLink IQ® SIP Trunk) 911 dialing is not supported for VoIP seats not associated with a stationary Device (for example, from Voice Mail Only Seats), unless you use another Device to place the call via the click to call feature in your End User portal. Use of SIP Trunk Diversion Headers on 911 Calls (SIP Trunk only) Customer may only use SIP Trunk Diversion Headers when using the Call Forwarding feature with VoIP Service. Customer shall not send SIP Trunk Diversion Headers on all calls, and in particular shall never send SIP Trunk Diversion Headers on 911 calls. Sending SIP Trunk Diversion Headers on a 911 call may cause the call to route to the incorrect PSAP, or to the correct PSAP but without the correct Customer phone number and location information. 911 Calls from Alien TNs (SIP Trunk only) When a 911 call is made from an Alien TN, CenturyLink cannot identify the location of the caller to forward to the appropriate PSAP. CenturyLink will therefore send any Customer 911 calls originated from an Allen TN to a live operator at a third-party contracted national 911 center. CenturyLink is charged a fee for each such call (currently \$75.00 per call), and will pass the charges on to Customer. To avoid incurring these charges, Customer and its End Users should not make 911 calls from Alien TNs.

(d) Additional Information. When you call 911, you should always state the nature of your emergency and provide your location and phone number. In some cases, the emergency service provider will be unable to call you back if your call does not complete or is dropped or disconnected, or if you are unable to tell the emergency provider your number and physical location. Additional limitations specific to your VoIP Service are in your VoIP Provisions.

8. Entire Agreement. This Agreement, including DT&C, Other Provisions, and any CenturyLink-accepted Order Forms constitute the entire agreement between the parties. This Agreement supersedes all prior oral or written agreements or understandings relating to the same service, ports, or circuits at the same locations as covered under this Agreement. Capitalized terms are defined in the DT&C and Other Provisions.

9. 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.

10. Uniform Resource Locators (URLS). References to URLs in this Agreement include any successor URLs designated by CenturyLink.

Dale County Road & Bridge Department

Exhibit 3

Government Entity:	Town of Midland City			
Date Requested:	07/20/2018			
Requested by:	JoAnn B. Grimsley			
Project Location:	Weed St. Subdivision College Heights Hinton Waters Ave.			
Description of Work:	Patch potholes			
Cost Estimate: (to be completed by County Engineer and/or personnel	Approx. 4 tons @ \$222.56 per ton = \$890.24			
Road and Bridge Reimbursement Options:				
X	 1. 100% by the requesting entity 2. 50% General Fund /50% requesting entity 3. 100% by the General Fund 			
Date:	08/06/2018			
Commission Meeting Date:	August 14,2018			
Approved (Y/N):	yrs 1008 rembusement			

NOTE: Responsible party will be invoiced the actual county cost for labor, equipment use and materials. Equipment use cost is based on Blue Book rates.

1

Work Request Form Dale County Road & Bridge Department

Exhibit 3

Government Entity:	Town of Midland City		
Date Requested:	08/02/2018		
Requested by:	JoAnn B. Grimsley		
Project Location:	Midland City Elementary		
Description of Work:	Drainage repairs to parking lot		
Cost Estimate: (to be completed by County Engineer and/or personnel	\$7578.40 (see attached)		
Road and Bridge Reimbu	rsement Ontions.		
V			
A	1. 100% by the requesting entity		
	2. 50% General Fund /50% requesting entity		
	3. 100% by the General Fund		
Date:	08/06/2018		
Commission Meeting Date	: August 14 2018		
Approved (Y/N):	185 100% rendersent only		

NOTE: Responsible party will be invoiced the actual county cost for labor, equipment use and materials. Equipment use cost is based on Blue Book rates.

Exhibit 3

Midland City Elementary

90" x 150' = 125 SY

400 lb/ SY x 125 SY = 50,000lb / 2000 lb/SY = 25 tons HMA

25 tons x \$190/ton

= \$4750

Front Loader	\$35.76/hr	x 5 hrs = \$178.80
Zipper	\$118.35/hr	x 5 hrs = \$591.75
Back Hoe	\$61.97/hr	x 5hrs = \$309.85
KW Dump Truck	\$97.60/hr	x 5hrs = \$488.00

6 Employees @ \$21.00

x 10 hrs = \$1260

Total = \$7,578.40