

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

11th

day of

February

20 20

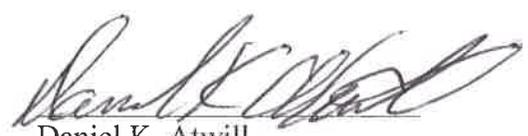
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby amend Commission Order 15-2020 to extend the approved employee overlap period for position 99, Office Administrator, through February 28, 2020.

Done this 11th day of February 2020.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

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County of Boone } ea.

February Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the 11th day of February 20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number Two to Contract AEPA-017-B – Copiers with Maintenance for Resource Management and Road & Bridge.

Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number Two.

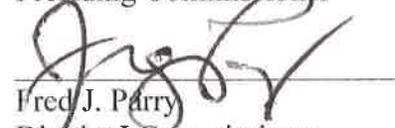
Done this 11th day of February 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Parry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Melinda Bobbitt, CPPO  
Director of Purchasing



613 E. Ash St., Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: February 6, 2015  
RE: Amendment Number Two – AEPA-017-B – Copiers with Maintenance for Resource Management and Road & Bridge

Contract *AEPA-017-B – Photocopier(s) with Maintenance* was approved by commission for award to Image Technologies of Missouri, located in Columbia, Missouri on January 17, 2019. This amendment adds copiers with maintenance for Resource Management and Road & Bridge.

### Road & Bridge

Copier: \$7,803.00

Department: 2040 - RB-Maintenance Operations, Account: 92300 - Replacement Machinery & Equipment

Budgeted: \$7,900.00

### Resource Management

Copier: \$10,715.00

Account: 92300 - Replacement Machinery & Equipment

Departments:	Budgeted:
1710 - Planning & Zoning	\$4,075
1720 - Building Codes	\$4,075
1725 - Stormwater Administration	\$2,038
2046 - RM - Stormwater Administration	\$2,038
2045 - RM - Design & Construction	\$4,075

cc: Contract File

**CONTRACT AMENDMENT NUMBER TWO  
FOR  
PHOTOCOPIER WITH MAINTENANCE FOR  
RESOURCE MANAGEMENT AND ROAD & BRIDGE**

The Agreement **AEPA-017-B** dated the 17<sup>th</sup> day of January 2019 made by and between Boone County, Missouri and **Sumnerone, Inc., D/B/A Image Technologies of Missouri** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Add one (1) photocopier with maintenance for the **Boone County Resource Management, Attn: Kelle Westcott**, 801 E. Walnut Street, Room 205, Columbia, MO 65201, Phone: (573) 886-4480, e-mail: [KWestcott@boonecountymo.org](mailto:KWestcott@boonecountymo.org).

Copier: Kyocera TASKalfa 5053ci, 50/50 B&W/Color ppm	\$5,700.00
Attachment Kit: AK-7100	\$87.00
Booklet and Tri Folding Unit: BF-730	\$696.00
4,000 Sheet Stapling Finisher: DF-7110	\$1,159.00
270-Sheet Dual Scan Document Processor: DP-7110	\$834.00
Fax System 12	\$630.00
Dual 1,500 Sheet Paper Trays: PF-7110	\$640.00
Punch Unit: PH-7A	\$311.00
3,000 Sheet Side Large Capacity Tray: PF-7120	\$658.00
<b>TOTAL</b>	<b>\$10,715.00</b>

Pricing includes delivery, setup, connectivity, initial training, and on-going training and support.

**Maintenance** shall be provided for the copier as follows:

- **Zone 1: Black & White @ \$0.0082/impression; Color @ \$0.0455/impression. Zero minimum.**
- Includes parts, labor, all preventative maintenance, and consumables (i.e. Toner and drum). Excludes paper and staples.
- 5 Year Replacement Guarantee on equipment
- Average response time is 4 hours or less
- Performance Guarantee with Loaner Program
- Factory parts re-stocked daily, factory trained technicians
- Non-stop continuous training
- Unlimited service calls

2. Add one (1) photocopier with maintenance for the **Boone County Road and Bridge, Attn: Greg Edington**, 5551 Tom Bass Road, Columbia, MO 65201, Phone: (573) 449-8515, e-mail: [GEdington@boonecountymo.org](mailto:GEdington@boonecountymo.org).

Copier: Kyocera TASKalfa 4053ci, 40/40 B&W/Color ppm	\$5,027.00
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270-Sheet Dual Scan Document Processor: DP-7110	\$834.00
1,000 Sheet Finisher: DF-7120	\$714.00
Dual 500 Sheet Paper Tray: PF-7100	\$598.00
Fax System 12	\$630.00
<b>TOTAL</b>	<b>\$7,803.00</b>

Pricing includes delivery, setup, connectivity, initial training, and on-going training and support.

**Maintenance** shall be provided for the copier as follows:

- **\$385 per year for 50,000 copies. Overage: Zone 1: Black & White @ \$0.0082/impression; Color @ \$0.0455/impression.**
- Includes parts, labor, all preventative maintenance, and consumables (i.e. Toner and drum). Excludes paper and staples.
- 5 Year Replacement Guarantee on equipment
- Average response time is 4 hours or less
- Performance Guarantee with Loaner Program
- Factory parts re-stocked daily, factory trained technicians
- Non-stop continuous training

Unlimited service calls

Maintenance shall begin upon installation of equipment. **Maintenance rates are firm for five (5) years ending on December 31, 2024.** Maintenance will automatically renew yearly through December 31, 2024 unless the County gives a 30 day termination notice.

Contractor's on-site maintenance for copier shall include preventative maintenance calls and all remedial service calls required by County and found to be necessary by the service representative to maintain the equipment in optimum operating condition (unlimited service calls). County expects repair response time to be four (4) business hours from the date and time a service call is placed. In the event a machine cannot be repaired within 48 hours of the first service request, a loaner machine of equal or higher level will be provided at no charge to the County. If the original equipment cannot be repaired to the satisfaction of the County, permanent replacement equipment with equal or greater specifications must be provided, at no cost to the County. The Contractor's responsibility for permanent replacement will be seven (7) fiscal years following the year equipment is installed and accepted by the County.

3. **Trade-in Copiers:** Contractor shall remove the following trade-in copier with a \$0.00 value the same day the new copier is installed and shall recycle equipment. Contractor agrees to remove the hard drive of the trade-in copier and leave with the Boone County Information Technology department.

Kyocera Taskalfa 4500 ci Copier, serial # NWS2Y01161, fixed asset tag 18502

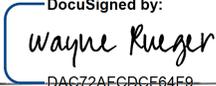
Ricoh Aficio MP C4501 Copier, serial # V9524901171, fixed asset tag 18031

4. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**SUMNERONE, Inc.  
D/B/A IMAGE TECHNOLOGIES OF MISSOURI**

**BOONE COUNTY, MISSOURI**

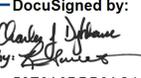
By:   
DocuSigned by:  
Wayne Krueger  
DAC72AFGDCFC64F9...

By: Boone County Commission  
DocuSigned by:  
Daniel K. Atwill  
BA4B934GED6E4EB...  
Presiding Commissioner

Title: VP

APPROVED AS TO FORM:

ATTEST:

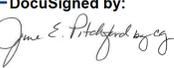
  
DocuSigned by:  
County Counselor  
56E0A0DD80AC445...

  
DocuSigned by:  
Brianna L. Lennon by MT  
7D82DA986BF6495...  
County Clerk

AUDITOR CERTIFICATION: In accordance with §RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

Copier: 2040-92300 (\$7,803.00);  
Copier: 1710-92300 (\$2,678.75), 1720-92300 (\$2,678.75), 1725-02300 (\$1,339.38), 2046-92300 (\$1,339.37), 2045-92300 (\$2,678.75)

Maintenance: 2040-60200: Black & White 50,000 @ \$385.00; Color @ \$0.0455/impression  
Maintenance: 1710, 1720, 1725, 2046, 2045: Black & White @ \$0.0082; Color @ \$0.0455/impression

  
DocuSigned by:  
Jane E. Probst  
F0D08ADB184244D...  
1/31/2020

Signature Date Appropriation Account

Road + Bridge

**Melinda Bobbitt**

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**From:** Robert Odneal <ROdneal@imagetechmo.com>  
**Sent:** Tuesday, January 7, 2020 2:49 PM  
**To:** Greg Edington  
**Cc:** Melinda Bobbitt  
**Subject:** New MFP Pricing  
**Attachments:** Bo Co Bridges.pdf

Hello folks

Attached is the AEPA contract pricing for a replacement of the current MFP with the new Kyocera TASKalfa 4053ci. Please take a look and I will follow up with your thoughts and or questions.

Service and Supply pricing is \$385 per year for 50,000 black and white impressions. And all color impressions billed quarterly in arrears @ \$.0455 per.

Thank you

Robert  
573-338-2288



› PRINT › COPY › SCAN › FAX

**TASKalfa 4053ci**

COLOR MULTIFUNCTIONAL  
SYSTEM

# POWER, VERSATILITY AND SEAMLESS INTEGRATION.



Setting new standards for maximizing workflow, efficiency, productivity and security, the TASKalfa 4053ci Color Multifunctional System brings power and versatility to today's demanding office environments. High impact color, crisp elegant black text and detailed graphics merge with an exceptional array of scanning, input and professional finishing options that will drive your business forward. Comprehensive and unmatched in reliability, the TASKalfa 4053ci is engineered to deliver results.

- › Vivid Color and Black and White Imaging up to 40 Pages per Minute
- › Exceptional Print Quality at up to 1200 dpi
- › Scalable Paper Capacity for Longer Job Runs
- › Flexible Media Support and Paper Sizes up to 12" x 48"
- › Customizable 10.1" Color Touch Screen with Intuitive, Tablet-Like Usability

- › Diverse Portfolio of Business Applications for Enhanced Capabilities, such as Scan Distribution to Back-end Applications and Document Management Systems and Print Management to Control Devices, User Policies, and Output Costs
- › Professional Finishing Options for a Polished Output, Including a 4,000-Sheet External Finisher and Optional Booklet Folder
- › Optional EFI® Fiery Controller for Complex Color Workflows
- › Standard USB Host Interface for On-the-Go Printing and Scanning
- › Efficient Color Scanning up to 220 ipm
- › Convenient Wireless Printing and Scanning
- › Apple AirPrint®, Google Cloud Print™, Mopria® and KYOCERA Mobile Print Support

 **KYOCERA**  
Document Solutions

## TASKalfa 4053ci

### BASIC SPECIFICATIONS

**Configuration:** Color Multifunction System – Print/Scan/Copy/Optional Fax

**Pages Per Minute:** Color and Black – Letter: 40 ppm, Legal: 24 ppm, Ledger: 20 ppm, 12" x 18": 20 ppm (print only)

**Warm Up Time:** 17 Seconds or Less (Power On)

#### First Page Out:

Copy: 4.5 Seconds or Less Black, 5.9 Seconds or Less Color

Print: 5.1 Seconds or Less Black, 6.5 Seconds or Less Color

**Display:** 10.1" Color Touch Screen Control Panel

**Resolution:** Up to 1200 x 1200 dpi

**Memory / Hard Disk Drive:** 4GB RAM / 8GB SSD / 320GB HDD Standard

**Duplex:** Standard Stackless Duplex Supports Statement (5.5" x 8.5") to Ledger (12" x 18"), 17 lb Bond - 142 lb Index (64 – 256gsm)

**Standard Output Tray:** Statement – 12" x 18" / 500 sheets; up to 12" x 48" Banner (Single Sheet)

**Electrical Requirements:** 120V, 60Hz, 12A; 220-240V, 50Hz, 7.2A

**Typical Electricity Consumption (TEC):** 120V: 2.04 kWh/week; 220V: 2.03 kWh/week

**Dimensions:** 23.7" W x 26.2" D x 31.1" H

**Weight:** 209.4 lbs

**Maximum Monthly Duty Cycle:** 200,000 Pages per Month

### PAPER SUPPLY

**Standard Paper Sources:** Dual 500 Sheet Trays, 150 Sheet MPT, Auto Selection / Switching

**Optional Paper Sources:** Dual 500 Sheet Trays (PF-7100), Dual 1,500-sheet Trays (PF-7110); Side LCT: 3,000 Sheet Capacity Tray (PF-7120)\*

**Paper Capacity:** Standard: 1,150 Sheets; Maximum: 7,150 Sheets

#### Paper Size:

Tray 1 – 5.5" x 8.5" – 8.5" x 14" (Statement to Legal); Tray 2 – 5.5" x 8.5" – 12" x 18", Custom Size; PF-7100: 5.5" x 8.5" – 12" x 18"; PF-7110, PF-7120: 8.5" x 11"; MPT: 5.5" x 8.5" – 12" x 18" (Multiple Sheets); Up to 12" x 48" Banner (Single Sheet)

**Paper Weight:** Trays/MPT: 14 lb Bond – 166 lb Index (52 – 300gsm)

**Input Materials:** Standard/Optional Trays: Plain, Bond, Recycled, Preprinted, Vellum, Color, Pre-Punched, Thick, Thin, High Quality, Letterhead, Envelope, Custom; MPT: Plain, Bond, Recycled, Preprinted, Vellum, Color, Pre-Punched, Thick, Think, High Quality, Transparency (OHP film), Coated, Index Tab, Label, Letterhead, Envelope, Custom

### SECURITY SPECIFICATIONS

Local Authentication, Network Authentication, Encryption Communication (IPsec, HTTPS, LDAP over SSL, SMTP/POP over SSL, FTP over SSL, SNMPv3), TPM (Trusted Platform Module), Secure Boot (Firmware Authenticity Verification), Run Time Integrity Check, Data Security Kit (E) (HDD Overwrite Mode and HDD Data Encryption), Common Criteria (ISO15408 EAL2), IEEE 2600.2

### PRINT SPECIFICATION

**Standard Controller:** Freescale QorIQ T1024 (Dual Core) / 1.2GHz PDIs / Emulations: PRESCRIBE, PCL6 (PCL-XL / PCL-5c), KPDL3 (PS3), XPS, OPEN XPS; Optional (UG-34): IBM ProPrinter, Line Printer, IQ-850

**Print Resolution:** Up to 1200 x 1200 dpi

**Fonts:** 136 KPDL3, 93 PCL6, 8 Windows Vista, 1 Bitmap

**OS Compatibility:** Windows: 7/8.1/10/Server 2008/Server 2008 R2/Server 2012/Server 2012 R2/Server 2016; Novell NetWare 3.x/4.x/5.x/6.x; Mac OS X v10.9 or later; Sun OS 4.1.x; Solaris 2.x; AIX; HP-UX (LPR)

**Mobile Printing:** Apple AirPrint®, Google Cloud Print™, Mopria®, KYOCERA Mobile Print

**Interfaces:** Standard: 10/100/1000BaseTX, Hi-Speed USB 2.0, 4 USB Host Interfaces, 2 Expansion Slots, IEEE 802.11b/g/n Wireless LAN (communication distance 98.5 feet)  
Optional: 10/100/1000BaseTX (IB-50 for Dual NIC);  
Optional: IEEE 802.11b/g/n (IB-51 for Wireless LAN Interface) (communication distance 328.1 feet)

**Network Print and Supported Protocols:** TCP/IP, NetBEUI, IPv4, IPv6, IPsec, HTTP, LPD, FTP, IPP, RawPort, LLTD, SNMP, DHCP, SMTP, POP3, DNS, SNMPv1/v2, WSD Scan/Print

**Drivers:** KX Driver, PCL Mini Driver, KPDL Mini Driver, KX Driver for XPS, Network Fax Driver, TWAIN Driver, WIA Driver, PPD for MAC, PPD for Linux

**Utilities:** KYOCERA Net Admin, KYOCERA Net Viewer, KYOCERA Net Device Manager, PDF Direct Print, Command Center RX

### SCAN SPECIFICATIONS

**Scan Type:** Color and Black & White Scanner

**Scan Resolution:** 600 dpi, 400 dpi, 300 dpi, 200 dpi, 200 x 100 dpi, 200 x 400 dpi

**File Formats:** TIFF, JPEG, XPS, OpenXPS, PDF (MMR/JPB Compression / High Compression PDF)

**PDF Extension:** Searchable PDF (OCR) Option; MS Office File (Option)

**Scan Speeds (b&w/color, @300 dpi):**

DP-7100: Simplex: 80 ipm B&W / 80 ipm Color;

Duplex: 48 ipm B&W / 48 ipm Color

DP-7110: Simplex: 100 ipm B&W / 100 ipm Color;

Duplex: 180 ipm B&W / 180 ipm Color

DP-7130 (with Multi-Feed Detection): Simplex: 120 ipm

B&W / 120 ipm Color; Duplex: 220 ipm B&W / 220 ipm Color

**Connectivity / Supported Protocols:** 10/100/1000BaseTX, TCP/IP, Hi-Speed USB 2.0

**Scanning Functions:** Scan to Folder (SMB), Scan to Email, Scan to FTP, Scan to FTP over SSL, Scan to USB, WSD Scan, TWAIN Scan, Specified Color Removal, Border Erase, Preview

**Original Size:** Through DP: Statement to Ledger (5.5" x 8.5" – 11" x 17"); Glass: Up to 11" x 17"

**Drivers:** TWAIN/WIA Driver

### COPY SPECIFICATIONS

**Copy Resolution:** 600 x 600 dpi

**Image Mode:** Text, Photo, Text/Photo, Graphic/Map

**Continuous Copy:** 1 – 9999 / Auto Reset to 1

**Additional Features:** Auto Magnification, Auto Paper Select, Auto Start, Auto Drawer Change, Interrupt Copy, Positive / Negative Reverse, Mirror Image, Rotate Copy, Border Erase, Split Copy, Electronic Sort, Margin Shift, Page Number, Form Overlay, XY Zoom, Prevent Bleed Through, Text Stamp, Bates Stamp, Blank Page Skip, Specified Color Removal, Preview, ID Card Copy  
**Job Management:** 1,000 Department Codes, Job Programs, Job Build, Shortcut Keys, Repeat Copy

**Color Adjustment:** One Touch, Hue, Auto Exposure, Sharpness  
**Magnification / Zoom:** Full Size, 4 Reduction, 4 Enlargement  
Preset Ratios, 25 – 400% in 1% Step Increments

**Document Box:** Custom Box, Job Box, Removable Memory Box, Fax Box (with optional Fax System)

### OPTIONAL DOCUMENT PROCESSORS\*

**Type / Capacity:**

DP-7100: Reversing Automatic Document Processor / 140 Sheets

DP-7110: Dual Scan Document Processor / 270 Sheets

DP-7130: Dual Scan Document Processor / 270 Sheets

**Acceptable Originals:** 5.5" x 8.5" – 11" x 17"

**Acceptable Weights:**

DP-7100: Simplex: 13 lb Bond – 90 lb Index (45 – 160gsm);

Duplex: 16 lb – 32 lb Bond (50 – 120gsm)

DP-7110 & DP-7130: Simplex: 13 lb Bond – 120 lb Index

(35 – 220gsm); Duplex: 16 lb – 120 lb Index (50 – 220gsm)

### OPTIONAL FAX SPECIFICATIONS

**Fax Type:** Fax System 12

**Compatibility / Data Compression:** G3 Fax / MMR, MR, MH, JBIG

**Transmission Speed / Modem Speed:** Less than 3 seconds / 33.6 Kbps

**Fax Memory:** Standard 170 MB

**Driver:** Network Fax Driver

**Fax Functions:** Network Fax, Duplex Transmission and Reception, Encrypted Transmission and Reception, Polling Transmission and Reception, Broadcast, Fax Server Integration, Fax Dedicated Paper Feeder

### OUTPUT & FINISHING OPTIONS\*

**OPTIONAL 500 SHEET INTERNAL FINISHER DF-7100**

**Stack / Staple Capacity:** 500 Sheets / 50 Sheets

(up to 24 lb Bond [90gsm])

**Paper Size:** 5.5" x 8.5" – 12" x 18"

**Paper Weight:** 14 lb Bond – 166 lb Index (52 – 300gsm)

**Edge Staple Position:** 3 Positions: Front 1 Staple, Edge 1 Staple, Face 2 Staples

**Optional Punch:** PH-7100 2 and 3 Hole Punch Unit, Supports

5.5" x 8.5" – 12" x 18"; 14 lb Bond – 166 lb Index (52 – 300gsm)

**Dimensions:** 19.4" W x 21" D x 6.9" H

**OPTIONAL 1,000 SHEET FINISHER DF-7120\***

**Stack / Staple Capacity:** Main Tray: 1,000 Sheets / 50 Sheets

(up to 24 lb Bond [90gsm])

**Paper Size:** 5.5" x 8.5" – 12" x 18"

**Paper Weight:** 14 lb Bond – 166 lb Index (52 – 300gsm)

**Edge Staple Position:** 3 Positions: Top Left, Bottom Left, Center Bind

**Optional Punch:** PH-7A 2 and 3 Hole Punch Unit, Supports

5.5" x 8.5" – 12" x 18"; 14 lb Bond – 166 lb Index (52 – 300gsm)

**Dimensions:** 21.6" W x 24.4" D x 41.3" H

**OPTIONAL 4,000 SHEET FINISHER DF-7100 AND DF-7130\***

**Stack / Staple Capacity:** Main Tray (A): 4,000 Sheets;

DF-7110 Sub Tray (B): 200 Sheets / 65 Sheets

(up to 24 lb Bond [90gsm])

DF-7130 Sub Tray (B): 200 Sheets / 100 Sheets

(up to 21 lb Bond [80gsm])

**Paper Size:** 5.5" x 8.5" – 12" x 18"

**Paper Weight:** 14 lb Bond – 166 lb Index (52 – 300gsm)

**Edge Staple Position:** 3 Positions: Top Left, Bottom Left, Center Bind

**Optional Punch:** PH-7A 2 and 3 Hole Punch Unit, Supports

5.5" x 8.5" – 12" x 18"; 14 lb Bond – 166 lb Index (52 – 300gsm)

**Dimensions:** DF-7110: 23.9" W x 26.3" D x 41.8" H;

DF-7130: 29.5" W x 26.2" D x 43.7" H

**Optional Booklet Folder / Tri-fold Unit**

DF-7110: BF-730 Booklet Folder supports 8.5" x 11", 8.5" x 14",

11" x 17"; Fold Booklet Staple: 16 lb – 24 lb Bond (60 – 90gsm)

20 sheets; 25 lb – 28 lb Bond (91 – 105gsm) 13 sheets; Higher

than 28 lb Bond (Higher than 105gsm) 1 sheet; Fold booklet no

staple: 16 lb – 24 lb Bond (60 – 90gsm) 5 sheets; 25 lb

Bond – 72 lb Index (91 – 120gsm) 3 sheets; 32 lb Bond – 110 lb

Cover (121 – 256gsm) 1 sheet; Trifold supports 8.5" x 11" only:

16 lb – 24 lb Bond (60 – 90gsm) 5 sheets; 25 lb Bond – 72 lb Index

(91 – 120gsm) 3 sheets; 16 lb – 28 lb Bond (60 – 105gsm) 1 sheet

DF-7130: BF-9100 Booklet Folder supports 8.5" x 11", 8.5" x 14",

11" x 17"; Fold Booklet Staple: 16 lb – 24 lb Bond (60 – 90gsm)

20 sheets; 25 lb – 28 lb Bond (91 – 105gsm) 13 sheets; Higher

than 28 lb Bond (Higher than 105gsm) 1 sheet; Fold Booklet

No Staple: 16 lb – 24 lb Bond (60 – 90gsm) 5 sheets; 25 lb – 28 lb

Bond (91 – 105gsm) 3 sheets; 29 lb Bond to 110 lb Cover

(106 – 256gsm) 1 sheet; Tri-fold supports 8.5" x 11" only:

16 lb – 24 lb Bond (60 – 90gsm) 5 sheets; 25 lb – 28 lb Bond

(91 – 105gsm) 3 sheets

**Optional Multi-Bin Mailbox (DF-7110): MT-730(B)** includes

7 Trays; Supports 16 lb Bond – 90 lb Index (60 – 163gsm); Stack

Capacity per bin: 100 Sheets: 5.5" x 8.5", 8.5" x 11"; 50 Sheets:

8.5" x 14", 11" x 17"

### ADDITIONAL OPTIONS

Bridge Unit Attachment Kit (AK-7110), Banner Guide 10, Internet

Fax Kit (A), IC Card Authentication Kit (B), Gigabit NIC (IB-50),

Wireless LAN IEEE802.11b/g/n (IB-51), ThinPrint (UG-33),

Emulation (UG-34), Document Tray (DT-730(B)), Scan Extension

Kit (A) for Searchable PDF/OCR, Keyboard Holder 10, EFI Fiery

Printing System 15, Numeric Keypad (NK-7130), Job Separator

(JS-7100)

\* Requires PF-7100 or PF-7110

\* Only 1 Document Processor can be installed

\* Only 1 Output Option can be installed

\* Requires Bridge Unit Attachment Kit (AK-7110)

\* Requires DF-7110

\* Requires DF-7130

Specifications and design are subject to change without notice.  
For the latest on connectivity visit [www.kyoceradocumentsolutions.com/us](http://www.kyoceradocumentsolutions.com/us)  
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Google Cloud Print is a trademark of Google, Inc.  
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Headquarters: 225 Sand Road, Fairfield, NJ 07004-0008, USA  
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v021419



**KYOCERA**  
Document Solutions



The TASKalfa 4053ci offers a unique combination of **innovative color imaging** and connectivity technologies that power collaborative workgroups. Whether making color copies, printing proposals or scanning invoices, the TASKalfa 4053ci supports an impressive array of powerful features that boost **end-to-end productivity**. Built on a scalable platform, the TASKalfa 4053ci is a **powerful office solution** that delivers versatile performance.

*Includes Delivery and Installation. Lease Plans are available. Please contact your National Account Manager for details.*



Association of Educational Publishing Administrators

## TASKalfa 4053ci

## COLOR MFP

### SPECIFICATIONS AT A GLANCE

- Speed: 40/40 B&W/Color Pages Per Minute
- Functions: Color Multifunctional System – Print/Scan/Copy/Optional Fax
- Max Monthly Duty Cycle: 200,000 Pages Per Month
- Resolution: Up to 1200 x 1200 dpi
- Standard Paper Capacity: Standard 1,150 Sheets, Maximum 7,150 Sheets; Auto Selection/Switching
- Paper Size: Statement to Ledger (5.5" x 8.5"-11" x 17"), 12" x 18"; Up to 12" x 48" Banner (Single Sheet)
- Paper Weight: Trays / MPT: 14 lb Bond – 166 lb Index (52 – 300gsm)
- Duplexing: Standard Stackless
- Interfaces: Standard: 10/100/1000BaseTX, Hi-Speed USB 2.0, 4 USB Host Interfaces, 2 Expansion Slots  
Optional: 10/100/1000BaseTX (IB-50 for Dual NIC), IEEE 802.11 b/g/n (IB-51 for Wireless LAN Interface)
- PDLs / Emulations: PRESCRIBE, PCL6 (PCL-XL / PCL5c), KPDJ3 (PS3), XPS, OPEN XPS; Optional (UG-34): IBM ProPrinter, Line Printer, LQ-850
- Fax Modern Speed (Optional): Less than 3 Seconds Per Page/33.6Kbps
- Fax Memory (Optional): Standard 170 MB



### ■ TASKalfa 4053ci

Model	Description	AEPA Price
TASKalfa 4053ci	40/40 PPM A3 Color MFP	\$ 5,027.00
<b>Accessories</b>		
DP-7120	50 Sheet Reversing Automatic Document Processor(for the TA3252ci)	526.00
DP-7100	140 sheet Reversing Automatic Document Processor	658.00
DP-7110	270 sheet Dual Scan Document Processor	834.00
DP-7130	270 Sheet Dual Scan Document Processor with Multi-Feed Sensor	1,047.00
DF-7100	500 Sheet Internal Finisher	647.00
DF-7110	4,000 Sheet Finisher- (Requires AK-7100)	1,159.00
DF7130	4,000 Sheet Finisher - 100 Sheet Staple	1,805.00
DF-7120	1,000 Sheet Finisher (Requires AK-7100)	714.00
PF-7100	Dual 500 Sheet Paper Tray	598.00
PF-7110	Dual 1,500 Sheet Paper Tray	640.00
PF-7120	3,000 Sheet Side Large Capacity Tray - Letter	658.00
PH-7A	Hole Punch Unit for DF-7110/7120	311.00
PH-7100	Hole Punch Unit for DF-7100	311.00
BF-730	Booklet and Tri Folding Unit for DF-790(C)	696.00
MT-730(B)	7 Bin Mailbox for 4,000 Sheet Finisher	464.00
JS-7100	Job Separator	88.00
Fax System 12	Fax Board	630.00
Keyboard Holder 10	Keyboard Tray Kit	62.00
Internet Fax (A)	Internet Fax Kit (requires Fax System 12)	164.00
Data Security Kit (E)	Hard Drive Encryption/Overwrite Kit	326.00
Banner Guide 10	MPT Guide attachment to assist the feeding of banner paper	167.00
Scan Extension Kit(A)	Searchable PDF Kit	328.00
AK-7100	Attachment Kit for DF-7120 /DF-7110	87.00
UG-34	Optional Printer Emulation for IBM Proprinter, Epson LQ-850, Diablo 630	305.00
IB-50	Gigabit EtherNet Board for Dual NIC	194.00
IB-51	Wireless LAN NIC	262.00
MM-16-128	Additional Fax Memory Board	109.00
DT-730(B)	Original Hard Copy Holder	24.00
Platen Cover Type E	Platen Cover	63.00
Stand	Copier Cabinet Stand	194.00
NK-7110	Numeric Key Pad	65.00
Surge Protector-MX (15A) 15 Amp Surge Protector		122.00

Copier Maintenance Pricing pages 44-54.

EFI FERY Controller information may be found on page 43

*Handwritten:* Total = \$7,863.00

## RECOMMENDATION FOR:

BOONE COUNTY INFORMATION TECHNOLOGY  
801 E WALNUT  
COLUMBIA, MO 65201

PREPARED FOR: KELLE WESTCOTT

*Prepared By:*

Wayne Rueger

573.499.5300

*January 9, 2020*



# Boone County Information Technology

## Proposed Solution

- 1 Kyocera TASKalfa 5053ci
- 1 AK-7110 Attachment Kit *AK 7110*
- 1 BF-730 Booklet and Tri Folding Unit
- 1 DF-7110 4,000 Sheet Finisher
- 1 DP-7110 270-Sheet Dual Scan Document Processor
- 1 Fax System 12
- 1 PF-7110 Dual 1,500 Sheet Paper Trays
- 1 PH-7A Punch Unit
- 1 PF-7120 3,000 Sheet Paper Feeder

F

Purchase Price .....\$10,715

## Maintenance & Supplies

*Includes all parts, labor, drums, toner and developer; only paper and staples are excluded.*

<b>■ TASKalfa M5053ci COPY CHARGE FOR SERVICE &amp; SUPPLIES</b>				
<b>TASKalfa M5053ci FULL SERVICE MAINTENANCE &amp; SUPPLY, COST PER IMPRESSION</b>	<b>ZONE 1 LOCAL FULL SERVICE MAINT. &amp; SUPPLY COST PER IMPRESSION (CPI)</b>	<b>ZONE 2 25 - 50 MILES FULL SERVICE MAINT. &amp; SUPPLY COST PER IMPRESSION (CPI)</b>	<b>ZONE 3 50 - 75 MILES FULL SERVICE MAINT. &amp; SUPPLY COST PER IMPRESSION (CPI)</b>	<b>ZONE 4 GREATER THAN 75 MI. FULL SERVICE MAINT. &amp; SUPPLY COST PER IMPRESSION (CPI)</b>
<b>B&amp;W All Tiers/Bands</b>	\$ 0.0082	\$ 0.0082	\$ 0.0082	\$ 0.0092
<b>Color Tier 1: No Min.</b>	\$ 0.0455	\$ 0.0455	\$ 0.0505	\$ 0.0605
<b>Color Tier 2: 10,000 Impressions/Mo. Min.</b>	\$ 0.0405	\$ 0.0405	\$ 0.0455	\$ 0.0555
<b>Color Tier 3: 15,000 Impressions/Mo. Min.</b>	\$ 0.0405	\$ 0.0405	\$ 0.0455	\$ 0.0555

**BAND 6**

*Subject to applicable state and local taxes.  
 Delivery, network installation and training are included.  
 Prices quoted herein are valid for 30 days.*

Prepared by: Wayne Rueger

January 9, 2020



Empowering your workforce with unmatched features and functionality, the TASKalfa 5053ci Color Multifunctional System raises the bar on **maximizing workflow, efficiency, productivity and security**. A versatile array of scanning, input and professional finishing options brings exceptional results in vibrant, **high-impact color**. Expertly engineered to drive your business forward, the TASKalfa 5053ci delivers, with capabilities that exceed the needs of even the most demanding offices.

Includes Delivery and Installation. Lease Plans are available. Please contact your National Account Manager for details.



## TASKalfa 5053ci

## COLOR MFP

### SPECIFICATIONS AT A GLANCE

- Speed: 50/50 B&W/Color Pages Per Minute
- Functions: Color Multifunctional System – Print/Scan/Copy/Optional Fax
- Max Monthly Duty Cycle: 225,000 Pages Per Month
- Resolution: Up to 1200 x 1200 dpi
- Standard Paper Capacity: Standard 1,150 Sheets, Maximum 7,150 Sheets; Auto Selection/Switching
- Paper Size: Statement to Ledger (5.5" x 8.5"- 11" x 17"), 12" x 18"; Up to 12" x 48" Banner (Single Sheet)
- Paper Weight: Trays / MPT: 14 lb Bond – 166 lb Index (52 – 300gsm)
- Duplexing: Standard Stackless
- Interfaces: Standard: 10/100/1000BaseTX, Hi-Speed USB 2.0, 4 USB Host Interfaces, 2 Expansion Slots  
Optional: 10/100/1000BaseTX (IB-50 for Dual NIC), IEEE 802.11 b/g/n (IB-51 for Wireless LAN Interface)
- PDLs / Emulations: PRESCRIBE, PCL6 (PCL-XL / PCL5c), KPD3 (PS3), XPS, OPEN XPS; Optional (UG-34): IBM ProPrinter, Line Printer, LQ-850
- Fax Modem Speed (Optional): Less than 3 Seconds Per Page/33.6Kbps
- Fax Memory (Optional): Standard 170 MB



### TASKalfa 5053ci SOLUTIONS

Model	Description	AEPA Price
TASKalfa 5053ci	50/50 PPM A3 Color MFP	\$ 5,700.00
<b>Accessories</b>		
DP-7120	50 Sheet Reversing Automatic Document Processor(for the TA3252ci)	526.00
DP-7100	140 sheet Reversing Automatic Document Processor	658.00
DP-7110	270 sheet Dual Scan Document Processor	834.00
DP-7130	270 Sheet Dual Scan Document Processor with Multi-Feed Sensor	1,047.00
DF-7100	500 Sheet Internal Finisher	647.00
DF-7110	4,000 Sheet Finisher- (Requires AK-7100)	1,159.00
DF7130	4,000 Sheet Finisher - 100 Sheet Staple	1,805.00
DF-7120	1,000 Sheet Finisher (Requires AK-7100)	714.00
PF-7100	Dual 500 Sheet Paper Tray	598.00
PF-7110	Dual 1,500 Sheet Paper Tray	640.00
PF-7120	3,000 Sheet Side Large Capacity Tray - Letter	658.00
PH-7A	Hole Punch Unit for DF-7110/7120	311.00
PH-7100	Hole Punch Unit for DF-7100	311.00
BF-730	Booklet and Tri Folding Unit for DF-790(C)	696.00
MT-730(B)	7 Bin Mailbox for 4,000 Sheet Finisher	464.00
JS-7100	Job Separator	88.00
Fax System 12	Fax Board	630.00
Keyboard Holder 10	Keyboard Tray Kit	62.00
Internet Fax (A)	Internet Fax Kit (requires Fax System 12)	164.00
Data Security Kit (E)	Hard Drive Encryption/Overwrite Kit	326.00
Banner Guide 10	MPT Guide attachment to assist the feeding of banner paper	187.00
Scan Extension Kit(A)	Searchable PDF Kit	328.00
AK-7100	Attachment Kit for DF-7120 /DF-7110	87.00
UG-34	Optional Printer Emulation for IBM Proprinter, Epson LQ-850, Diablo 630	305.00
IB-50	Gigabit EtherNet Board for Dual NIC	194.00
IB-51	Wireless LAN NIC	262.00
MM-16-128	Additional Fax Memory Board	109.00
DT-730(B)	Original Hard Copy Holder	24.00
Platen Cover Type E	Platen Cover	63.00
Stand	Copier Cabinet Stand	194.00
NK-7110	Numeric Key Pad	65.00
Surge Protector-MX (15A) 15 Amp Surge Protector		122.00

Copier Maintenance Pricing pages 44-54.

EFI FERY Controller information may be found on page 43

## Product Configuration



**Model:** TASKalfa 5053ci  
**Speed:** 50/50ppm Color MFP  
**Monthly Volume:** 225,000  
**Resolution:** Up to 1200x1200dpi  
**Item Number:** 1102VD2US0



### Accessories Selected

Accessory	Description	Item Number	Qty
DP-7110	270 sheet Dual Scan Document Processor	1203R86US0	1
PF-7110	Dual 1,500 Sheet Paper Trays	1203RC2US0	1
PF-7120	3,000 Sheet Large Capacity Side Tray (Letter Size Only)	1203RL2US0	1
DF-7110	4,000 Sheet Finisher	1203RW2US0	1
AK-7110	Attachment kit for DF-7120 / DF-7110 / DF-7130	1703SZ0UN0	1
BF-730	Booklet and Tri Folding Unit. May not show in configuration	1203ND0UN0	1
Fax System (12)	Fax Board	1503RK2US0	1

## Melinda Bobbitt

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**From:** Wayne Rueger <wrueger@imagetechmo.com>  
**Sent:** Thursday, January 30, 2020 12:04 PM  
**To:** Melinda Bobbitt  
**Cc:** Kelle Westcott  
**Subject:** RE: copier

AK-7110. It was updated by Kyocera but not updated on the contract.  
Wayne

Wayne Rueger  
573.499.5330



Welcome to the one place where everything works.

**From:** Melinda Bobbitt [mailto:MBobbitt@boonecountymo.org]  
**Sent:** Thursday, January 30, 2020 8:59 AM  
**To:** Wayne Rueger <wrueger@imagetechmo.com>  
**Cc:** Kelle Westcott <KWestcott@boonecountymo.org>  
**Subject:** copier

WARNING: External Message!

Wayne,

I'm working on the contract for Resource Management. See attached. You have on your quote AK-7110 – Attachment Kit and on the contract it appears as though that part number is AK-7100. Which part number is correct?

Thanks,  
Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing  
613 E. Ash Street, Room 110  
Columbia, MO 65201

E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

Phone: (573) 886-4391

Fax: (573) 886-4390



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the 11th day of February 2020

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of Contract 178AN-TISA 2018-0820 – MiCTA Membership Participation Agreement by the Purchasing Department for CenturyLink Products and Services with CenturyLink Communications, LLC.

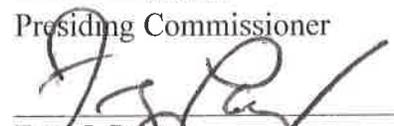
The terms of the cooperative contract are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Member Participation Agreement.

Done this 11th day of February 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Liz Palazzolo, CPPO, C.P.M**  
Senior Buyer



613 E. Ash St, Room 110  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Liz Palazzolo, Senior Buyer  
**DATE:** February 4, 2020  
**RE:** Cooperative Contract 178AN-TISA 2018-0820 – MiCTA Membership Participation Agreement for CenturyLink Products and Services

Purchasing requests permission to use contract 178AN-TISA2018-0820 for CenturyLink Products and Services with CenturyLink Communications, LLC. The contract has been established as a cooperative contract through the Michigan Collegiate Telecommunications Association (MiCTA). It is noted for the record that the Boone County contract number is 178AN-TISA2018 due to character limitations in the IBMi system.

The contract period runs Date of Award through 36-months with month-to-month extensions past the 36-month term.

This is a Countywide Term and Supply.

/lp

c: Contract File

**MICTA MEMBER PARTICIPATION AGREEMENT**

This CenturyLink MiCTA Member Participation Agreement ("Agreement" or "Member Participation Agreement") is between **CENTURYLINK COMMUNICATIONS, LLC** ("CenturyLink") and **BOONE COUNTY PURCHASING** a MiCTA Member ("Customer" or "Member") and is effective on the date the last party signs it (the "Effective Date"). The provision of Service under this Agreement is available only to members in good standing with MiCTA as set forth in their bylaws. MiCTA and CenturyLink may modify the criteria to be a Member institution. Member represents and warrants that it is a MiCTA Member as evidenced by the Member number supplied below. This Agreement provides the terms and conditions applicable to Member's purchase of products and services ("Service") from CenturyLink.

MiCTA Member No: MTG\_65201\_02

**1. Term.** The Initial term of the Agreement will commence on the Effective Date and continue for a period of 36 months or until the expiration of the last Service term, whichever comes first. At the end of the Initial Term, if Member does not renew the Agreement, this Agreement will continue on a month-to-month basis unless earlier terminated in accordance with the Agreement ("Term"). The service Term for each Service will be as set forth in the Service Attachment or in a pricing attachment.

**2. Service.** CenturyLink will provide Service in accordance with the Agreement, including all applicable Service Schedules, Service Exhibits, Statements of Work, Order(s), pricing attachments, and any other documents that are attached or expressly incorporated into the Agreement ("Service Attachments") and the Telecommunications Master Service Agreement 178AN-TISA2018-0820 between MiCTA and CenturyLink that became effective on December 3, 2018 ("MiCTA Master Agreement") which is hereby incorporated by reference. The offer contained in this Agreement is only valid provided the MiCTA Master Agreement is in full force and effect as of the Effective Date. The following Service Attachments, if any, are initially attached and incorporated into the Agreement. At CenturyLink's discretion, additional Service Attachments may be added by Amendment or by Member placing an Order.

- **CenturyLink Domestic IQ Networking Service Exhibit**
- **CenturyLink IQ® Managed Data Bundle Offer Attachment**
- **Local Access Service Exhibit**
- **Rental CPE Service Exhibit**
- **CenturyLink IQ Hosted Voice and SIP Trunk Service Exhibit**
- **Domestic Network Diversity Services Exhibit**
- **CenturyLink Select Advantage® Service Exhibit (with Mitel Product Discounts)**

**3. Order(s).** The MRCs, NRCs, and usage charges applicable to the Services based upon the Term shall be those set forth in the MiCTA Master Agreement and available on the MiCTA web site for Members located at: [www.mictatech.org](http://www.mictatech.org) ("MiCTA Rate Schedule"). If the MiCTA Rate Schedule does not set forth rates and charges applicable to a particular Service, the rates and charges for such Service shall be offered at CenturyLink's then-current rates. Member may submit requests for Service in a form designated by CenturyLink ("Order"). The term for a Service is defined in the applicable Service Attachment ("Service Term"). Unless otherwise set forth in a Service Attachment, Service will continue month-to-month at the expiration of the Service Term at CenturyLink's then current rates. CenturyLink will notify Member of acceptance of requested Service in the Order by delivering (in writing or electronically) the date by which CenturyLink will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Attachment. Renewal Orders will be accepted by CenturyLink's continuation of Service. For moves, adds or changes agreed to by CenturyLink, Member will pay CenturyLink's then current charges unless otherwise specifically stated in a Service Attachment.

**4. Billing and Payment.**

**4.1 Commencement of Billing.** Unless otherwise set forth in a Service Attachment, CenturyLink will deliver written or electronic notice (a "Connection Notice") to Member when Service is installed, at which time billing will commence ("Service Commencement Date"). If Member notifies CenturyLink within three days after delivery of the Connection Notice that Service is not functioning properly, CenturyLink will correct any deficiencies and, upon Member's request, credit Member's account in the amount of 1/30 of the applicable monthly recurring charge (MRC) for each day the Service did not function properly. If CenturyLink cannot complete installation due to Member delay or inaction, CenturyLink may begin charging Member for the Service, and Member will pay such charges.

**4.2 Payment of Invoices and Disputes.** Invoices are delivered or made available monthly and due within 45 days after the invoice date. Fixed charges are billed in advance and usage-based charges are billed in arrears. Member's payments to CenturyLink must be made via an ACH transfer or any CenturyLink approved payment portal (e.g., CenturyLink Control Center) in the currency stated on the invoice. CenturyLink may charge administrative fees where Member's payment and invoice preferences deviate from CenturyLink's standard practices. Past due amounts bear interest at 1.5% per month or the highest rate allowed by law (whichever is less). CenturyLink may charge Member reasonable attorneys' fees and any third-party collection costs CenturyLink incurs in collecting such amounts. Member is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. If Member reasonably disputes an invoice, Member must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If CenturyLink determines in good faith that a disputed charge was billed correctly, Member must pay such amounts within

**MICTA MEMBER PARTICIPATION AGREEMENT**

10 days after CenturyLink provides notice of such determination. Member may not offset disputed amounts from one invoice against payments due on the same or another account.

**4.3 Invoicing.** The following invoicing requirements are added to the Agreement.:

- (a) The contractor shall submit monthly invoices to the County as specified below at no additional cost. All invoiced pricing shall comply with current contract pricing and terms. Each invoice shall contain the following detailed itemization:
- a. Contractor name;
  - b. Billing point of contact, address, phone number and e-mail;
  - c. Remittance address
  - d. Invoice date;
  - e. Dates of provided service coverage;
  - f. Invoice Number or other unique identifier;
  - g. Boone County Contract Number;
  - h. Purchase Order Number;
  - i. Account/Customer Name;
  - j. If not shown by the Account/Customer Name, then Identification of the Boone County office for which invoiced services have been performed;
  - k. Contract line item number with description, quantity, unit of measure, contract unit price, and extended price by line item;
  - l. Total invoice amount
  - m. Shipping charges, if any and as allowed by the contact
  - n. Payment terms that shall comply with contract terms
- (b) On an as needed basis specific to the work performed, the following detail shall be provided upon request of the County:
- a. A statement signed by an authorized business representative for the contractor that states "This is to certify that the services set forth herein and the goods described herein were performed and delivered during the period stated."
  - b. If travel expenses are reimbursable under the terms of the contract, detailed documentation that supports invoiced travel expenses must be submitted;
  - c. For time and material, copies of time sheets that support direct labor charges including work conducted during regular, overtime and holiday business hours as applicable.
  - d. If subcontractor charges are reimbursable under the terms of the contract, the contractor shall provide documentation that identifies the subcontractor by name with associated expenses and costs specific to that subcontractor separate from the contractor's expenses and costs.
  - e. Any other reasonable supporting documentation as requested by the County.

**4.4 Taxes and Fees.** Excluding taxes based on CenturyLink's net income, Member is responsible for all taxes and fees arising in any jurisdiction imposed on or incident to the provision, sale or use of Service. This includes value added, consumption, sales, use, gross receipts, withholding, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (e.g., regulatory and 911 surcharges), whether imposed on CenturyLink or a CenturyLink affiliate, along with similar charges stated in a Service Attachment (collectively "Taxes and Fees"). Some Taxes and Fees, and costs of administering the same, are recovered through imposition of a percentage surcharge(s) on the charges for Service. If Member is required by law to make any deduction or withholding of withholding Taxes from any payment due hereunder to CenturyLink, then, notwithstanding anything to the contrary in this Agreement, the gross amount payable by Member will be increased so that, after any such deduction or withholding for such withholding Taxes, the net amount received by CenturyLink will not be less than CenturyLink would have received had no such deduction or withholding been required. Charges for Service are exclusive of Taxes and Fees. Member may present CenturyLink with an exemption certificate eliminating CenturyLink's liability to pay certain Taxes and Fees. The exemption will apply prospectively.

**4.5 Non-Appropriations.** Member intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Member: (a) Member agrees to include in its budget request appropriations sufficient to cover Member's obligations under this Agreement; (b) Member agrees to use all reasonable and lawful means to secure these appropriations; (c) Member agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Member reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Member is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Member and agreed to by CenturyLink), Member may terminate this Agreement without incurring any termination charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Member will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

**MICTA MEMBER PARTICIPATION AGREEMENT**

**4.6 Regulatory and Legal Changes.** If changes in applicable law, regulation, rule or order materially affect delivery of Service, the parties will negotiate appropriate changes to this Agreement. If the parties cannot reach agreement within 30 days after CenturyLink's notice requesting renegotiation, CenturyLink may, on a prospective basis after such 30-day period, pass any increased delivery costs on to Member. If CenturyLink does so, Member may terminate the affected Service on notice to CenturyLink delivered within 30 days of the cost increase taking effect.

**4.7 Cancellation and Termination Charges.** Unless otherwise set forth in a Service Attachment:

(a) Member may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Member does so, Member will pay CenturyLink a cancellation charge equal to the sum of: (1) for "off-net" Service, third party termination charges for the cancelled Service; (2) for "on-net" Service, one month's monthly recurring charges for the cancelled Service; (3) the non-recurring charges for the cancelled Service; and (4) CenturyLink's out-of-pocket costs (if any) incurred in constructing facilities necessary for Service delivery.

(b) Member may terminate a specified Service after the delivery of a Connection Notice upon 30 days' written notice to CenturyLink. If Member does so, or if Service is terminated by CenturyLink as the result of Member's default, Member will pay CenturyLink a termination charge equal to the sum of: (1) all unpaid amounts for Service actually provided; (2) 100% of the remaining monthly recurring charges for months 1-12 of the Service Term; (3) 50% of the remaining monthly recurring charges for month 13 through the end of the Service Term; and (4) if not recovered by the foregoing, any termination liability payable to third parties resulting from the termination and any out-of-pocket costs of construction to the extent such construction was undertaken to provide Service hereunder. The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

**5. Default.** If (a) Member fails to make any payment when due and such failure continues for five business days after CenturyLink's written notice, or (b) either party fails to observe or perform any other material term of this Agreement and such failure continues for 30 days after the other party's written notice, then the non-defaulting party may: (i) terminate this Agreement and/or any Order, in whole or in part, and/or (ii) subject to Sections 6.1 (Damages Limitations) and 6.3 (Service Levels), pursue any remedies it may have at law or in equity.

**6. Liabilities and Service Levels.**

**6.1 Damages Limitations.** Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement or any Order.

**6.2 Disclaimer of Warranties.** CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT OR ANY APPLICABLE SERVICE ATTACHMENT.

**6.3 Service Levels.**

(a) Any "Service Level" commitments applicable to Services are contained in the Service Attachments applicable to each Service. If CenturyLink does not meet a Service Level, CenturyLink will issue to Member a credit as stated in the applicable Service Attachment on Member's request. CenturyLink's maintenance log and trouble ticketing systems are used to calculate Service Level events. Scheduled maintenance under Section 8 and force majeure events are considered Excused Outages.

(b) Unless otherwise set forth in a Service Attachment, to request a credit, Member must contact Customer Service (contact information is located at <http://www.level3.com>) or deliver a written request with sufficient detail to identify the affected Service. The request for credit must be made within 60 days after the end of the month in which the event occurred. Total monthly credits will not exceed the charges for the affected Service for that month. Member's sole remedies for any non-performance, outages, failures to deliver or defects in Service are contained in the Service Levels applicable to the affected Service.

**6.4 Right of Termination for Installation Delay.** Unless otherwise set forth in a Service Attachment, in lieu of installation Service Level credits, if CenturyLink's installation of Service is delayed by more than 30 business days beyond the Customer Commit Date, Member may terminate the affected Service without liability upon written notice to CenturyLink, provided such written notice is delivered prior to CenturyLink delivering a Connection Notice for the affected Service. This Section will not apply where CenturyLink is constructing facilities to a new location not previously served by CenturyLink.

**MICTA MEMBER PARTICIPATION AGREEMENT**

**7. Customer Premises; Title to Equipment.** If access to non-CenturyLink facilities is required for the installation, maintenance, grooming, movement, upgrade and/or removal of CenturyLink network or equipment, Member will, at its expense: (a) secure such right of access and (b) arrange for the provision and maintenance of power and HVAC as needed for the proper operation of such equipment and network. Title to CenturyLink-provided equipment (including software) remains with CenturyLink. Member will not create or permit to be created any encumbrances on CenturyLink-provided equipment.

**8. Scheduled Maintenance and Local Access.** Scheduled maintenance will not normally result in Service interruption. Unless otherwise set forth in a Service Attachment, if scheduled maintenance requires Service interruption CenturyLink will: (1) provide Member seven days' prior written notice, (2) work with Member to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. If third-party local access services are required for the Services, Member will: (1) provide CenturyLink with circuit facility and firm order commitment information and design layout records to enable cross-connects to CenturyLink Service(s) (provided by CenturyLink subject to applicable charges), (2) cooperate with CenturyLink (including changing demarcation points and/or equipment and providing necessary LOAs) regarding circuit grooming or re-provisioning, and (3) where a related Service is disconnected, provide CenturyLink a written disconnection firm order commitment from the relevant third-party provider. CenturyLink may re-provision any local access circuits from one off-net provider to another or to the CenturyLink owned and operated network (on-net), and such changes will be treated as scheduled maintenance.

**9. CPNI.** CenturyLink is required by law to treat CPNI confidentially. Member agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Member could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Member may withdraw its authorization at any time by informing CenturyLink in writing. Member's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Member. However, in order to participate in CenturyLink's MiCTA program offering, Member must consent to the disclosure of CPNI to MiCTA, and by executing this Agreement, Member expressly provides its consent.

**10. General Terms.**

**10.1 Force Majeure.** Neither party will be liable, nor will any credit allowance or other remedy be extended, for any failure of performance or equipment due to causes beyond such party's reasonable control ("force majeure event").

**10.2 Assignment and Resale.** Neither party may assign its rights or obligations under this Agreement or any Service Attachment without the prior written consent of the other party, which will not be unreasonably withheld. However, either party may assign its rights and obligations under this Agreement or any Order without the consent of the other party: (1) to any subsidiary, parent, or affiliate that controls, is controlled by, or is under common control with that party; (2) pursuant to the sale or transfer of substantially all of the business or relevant assets of that party; or (3) pursuant to any financing, merger, or reorganization of that party. This Agreement and all Service Attachments will apply to any permitted transferees or assignees. Any assignee of Member must have a financial standing and creditworthiness equal to or better than Member's. Unless otherwise set forth in a Service Attachment, Member may provide Service to third parties or use the Services in connection with goods or services provided by Member to third parties ("Customer Provided Services"). To the extent permitted under law, Member will be responsible for any claims arising from or related to any Customer Provided Services. If Member sells telecommunications services, Member certifies that it has filed all required documentation and will at all times have the requisite authority with appropriate regulatory agencies respecting the same. Nothing in this Agreement confers upon any third party any right, benefit or remedy hereunder.

**10.3 Affiliates.** CenturyLink may use a CenturyLink affiliate or a third party to provide Service to Member, but CenturyLink will remain responsible to Member for Service delivery and performance. Member's affiliates may purchase Service under this Agreement, and Member will be jointly and severally liable for all claims and liabilities related to Service ordered by any Member affiliate.

**10.4 Notices.** Notices will be in writing and deemed received if delivered personally, sent via facsimile, pre-paid overnight courier, electronic mail (if an e-mail address is provided below) or sent by U.S. Postal Service or First Class International Post. Unless otherwise provided for in a Service Attachment, requests for disconnection of Service (other than for default) must be submitted to CenturyLink via Member's portal at <https://www.centurylink.com/business/login/> or via the following website / link: <http://www1.level3.com/disco/disco.html> and will be effective 30 days after receipt (or such longer period set forth in a Service Attachment). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Member's portal at <https://www.centurylink.com/business/login/> or via Email at: [billing@centurylink.com](mailto:billing@centurylink.com). Member failure to follow this process and/or provide complete information may result in continued charges that will not be credited. All legal notices will be addressed to CenturyLink at: 931 14<sup>th</sup> Str., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Notice Coordinator; and to any electronic or physical address of Member as provided in the Agreement or in its absence, to Member's address identified on the Order or as reflected in CenturyLink's records, Attn. General Counsel.

**10.5 Acceptable Use Policy and Data Protection.** Member must conform to an applicable Acceptable Use Policy ("AUP") for Services purchased under this Agreement and to the CenturyLink Privacy Policy, which is available at <http://www.centurylink.com/aboutus/legal/privacy-policy.html>. Unless otherwise set forth in a Service Attachment, the applicable AUP is available at <http://www.level3.com/en/security-law-enforcement-and-acceptable-use-policy/acceptable-use-policy/>.

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**10.6 Confidentiality.** Except to the extent required by an open records act or similar law, neither party will: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement or the MiCTA Master Agreement) the confidential information received from the other party. Confidential information will not include Customer Data except as may be described in a Service Attachment. A party may disclose confidential information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. Each party will limit disclosure and access to confidential information to those of its employees, contractors, attorneys or other representatives who reasonably require such access to accomplish the Agreement's purposes and who are subject to confidentiality obligations at least as restrictive as those contained herein.

**10.7 Intellectual Property Ownership; Use of Name and Marks.** Nothing in the Agreement or the performance thereof will convey, license, or otherwise transfer any right, title, or interest in any intellectual property or other proprietary rights held by either party or its licensors. Neither party will use the name or marks of the other party or any of its affiliates for any purpose or issue any press release or public statement relating to this Agreement without the other party's prior written consent.

**10.8 Governing Law; Amendment.** This Agreement will be governed and construed in accordance with the laws of the State in which Member's principal office is located, without regard to its choice of law rules. Each party will comply with all applicable laws, rules and regulations associated respectively with CenturyLink's delivery or Member's use of the Service under the Agreement. This Agreement, including any Service Attachments, constitutes the entire and final agreement and understanding between the parties with respect to the Service and supersedes all prior agreements relating to the Service. CenturyLink is not subject to any obligations that are not explicitly identified in this Agreement. This Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each party. No failure by either party to enforce any right(s) hereunder will constitute a waiver of such right(s).

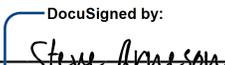
**10.9 Critical 9-1-1 Circuits.** The Federal Communications Commission's 9-1-1 reliability rules mandate the identification and tagging of certain circuits or equivalent data paths that transport 9-1-1 calls and information ("9-1-1 Data") to public safety answering points. These circuits or equivalent data paths are defined as Critical 911 Circuits in 47 C.F.R. Section 12.4(a)(5). CenturyLink policies require tagging of any circuits or equivalent data paths used to transport 9-1-1 Data. Member will cooperate with CenturyLink regarding compliance with these rules and policies and will notify CenturyLink of all Services Member purchases under this Agreement utilized as Critical 911 Circuits or for 9-1-1 Data.

**10.10 International Services.** For Services provided outside the United States, Member or its local affiliate may be required to enter into a separate local country addendum/agreement (as approved by local authorities) ("LCA") with the respective CenturyLink affiliate that provides the local Service(s). Such CenturyLink affiliate will invoice Member or its local affiliate for the respective local Service(s).

**10.11 Relationship and Counterparts.** The relationship between the parties is not that of partners, agents, or joint venturers. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one instrument. Digital signatures and electronically exchanged copies of signed documents will be sufficient to bind the parties to this Agreement.

**CENTURYLINK COMMUNICATIONS, LLC**

**BOONE COUNTY**

DocuSigned by:  
  
Authorized Signature  
5913602349EE459...

DocuSigned by:  
  
Authorized Signature  
BA4B934CE06E4EB...

Name Typed or Printed

Name Typed or Printed

Manager - Offer Management

Presiding Commissioner

Title

Title

1/31/2020

2/11/2020

Date

Date

Address for Notice: Clause  
Facsimile number (if applicable):  
Person designated for notices:

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
*Charles J. Duffner*  
by *Charles J. Duffner*  
County Counselor  
50E0A0DDB08446...

DocuSigned by:  
*Brianna L Lennon by MT*  
County Clerk  
7D82DA08677105...

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

County-Wide Term & Supply

DocuSigned by:  
*Gene E. Pritchett by e3*  
by *Gene E. Pritchett by e3*  
Signature  
F0D08ADB184244D...

1/31/2020

Date

Appropriation Account

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CenturyLink IQ Networking is subject to the Local Access Service Exhibit, and the CenturyLink Master Service Agreement between Customer and CenturyLink. Port types that require Rental CPE are also subject to the Rental CPE Service Exhibit. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibit.

**1. General.** Domestic CenturyLink IQ® Networking Service ("Service") is provided by CenturyLink QCC under the terms of the Agreement, this Service Exhibit, and any signed quotes between CenturyLink QCC and Customer.

**2. Service.**

**2.1 Description.** Service is a data, IP, and a network management solution that is designed for connectivity between Customer's sites or public Internet connectivity.

**2.2 Ports.** CenturyLink offers Service in the following port ("Port") types:

**(a) Internet Port.** Internet Ports provide public Internet connectivity.

**(b) Private Port.** Private Ports provide WAN connectivity between Customer sites. Customer may allocate Private Port traffic up to 10 different closed user groups. Customer may request more than 10 point-to-point closed user groups for an additional charge. Quality of service ("QoS") traffic prioritization can be used with Private Ports. Ethernet Private Ports with real-time traffic that require QoS are subject to local access limitations.

**(c) CenturyLink IQ®+ Port.** A CenturyLink IQ+ Port is a bundled solution that includes the following: (i) the functionality of a Private Port, (ii) Local Access, (iii) Monitor and Notification for a CenturyLink provided or approved router, (iv) End-to-End Performance Reporting, and (v) optional CenturyLink provided router as Rental CPE and Priority Queuing. The Local Access and CenturyLink provided router for domestic Service are subject to the Local Access Service Exhibit and CenturyLink Rental CPE Service Exhibit (including the applicable Detailed Description), respectively. Customer may provide a router approved by CenturyLink. Domestic Service with a CenturyLink provided router includes 8x5 NBD maintenance using ProMET® Remote Standard Service or 24x7 on-site maintenance using ProMET® On-Site Premium Service at Customer qualified sites. CenturyLink may use repackaged Rental CPE or substitute the Rental CPE with other CPE. Customer is responsible for any trouble shooting and repair of equipment on Customer's side of the router. Domestically, a CenturyLink IQ + Port is only available in a CenturyLink determined data center.

**(d) CenturyLink IQ®+ Cloud Port.** A CenturyLink IQ+ Cloud Port is a bundled solution that provides: (i) private connectivity between Customer's Private Port sites and Customer resources in CenturyLink-determined data centers and/or cloud service provider environments, (ii) Local Access (Data Center Access), (iii) Monitor and Notification and (iv) End-to-End Performance Reporting. CenturyLink-determined data centers may include data centers operated by CenturyLink or one of its affiliates, or data centers operated by a third-party cloud service provider. Customer can use all Private Port features defined in the Private Port section above. Access within data centers and cloud service provider environments may include shared or virtualized services where available. Customer understands that cloud-related services are contracted separately.

**2.3 Network Management Service.** CenturyLink Network Management Service ("NMS") is a feature available for all Ports. For CenturyLink IQ+ Cloud Ports, the only available type of NMS is Monitor and Notification. Select Management or Comprehensive Management is available with domestic Ports. The feature provides performance reporting, change management, configuration management, fault monitoring, management and notification of CPE and network related issues. Customer may also request NMS management features for devices not associated with a CenturyLink IQ Networking Port in domestic locations with CenturyLink's prior approval. The NMS management types are set forth in more detail below.

**(a) Monitor and Notification.** Monitor and Notification can be included with CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports and is an optional NMS feature for the other Port types. CenturyLink will monitor the Customer devices 24x7x365 for up/down status using ICMP ping. CenturyLink will notify Customer if no response is received for a designated period. NMS will not provide any troubleshooting and incident resolution for device or network faults. "Monitor & Notification" is the only NMS option available for devices that do not support SNMP and/or are not certified for NMS.

**(b) Select Management.** Select Management can be included with any eligible domestic Port, except for CenturyLink IQ+ Cloud Ports. CenturyLink will monitor Customer devices 24x7x365 for up/down status as well as provide 24x7x365 remote performance monitoring, reporting, and ticketing via an NMS online portal for devices supported by CenturyLink, fault monitoring, management, and notification (detection, isolation, diagnosis, escalation and remote repair when possible), change management supported by CenturyLink (up to 12 changes per year), asset management (device inventory), and configuration management (inventory of customer physical and logical configuration). Customer must make change management requests via Control Center at <https://controlcenter.centurylink.com>. Select Management only supports basic routing functions. NMS does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. The NMS supported routing device list and a standard change management list are available on request and are subject to change without notice.

**(c) Comprehensive Management.** Comprehensive Management can be included on any eligible Port except for CenturyLink IQ+ Cloud Ports. Comprehensive Management includes all of the Select Management features as well as total customer agency and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules. This

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includes configuration and management of complex routing, switching, device NIC cards, firewall module configurations, and basic router internal firewall functions. CenturyLink acts as the Customer's single point of contact in managing the resolution of all service, device, and transport faults covered by Comprehensive Management and will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved. With Internet security protocol ("IPSec"), CenturyLink can configure full mesh, partial mesh, or hub-and-spoke topologies with secure tunnels for remote communication between Customer locations. IPSec is only available on approved Cisco and Adtran devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink approval before submitting an order.

**(d) CenturyLink Responsibilities.** For NMS, CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by NMS reside. CenturyLink will work with Customer to facilitate resolution of service affecting issues with Select Management or Comprehensive Management.

**(e) Customer Responsibilities.**

**(i)** Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of NMS. If Customer limits or restricts CenturyLink's read/write access to a device, CenturyLink cannot support configuration backups. Customer is responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. For Out-of-Band management related to fault isolation/resolution, Customer will provide and maintain a POTS line for each managed device. "Out-of-Band" means a connection between two devices that relies on a non-standard network connection, such as an analog dial modem, which must be a CenturyLink certified 56k external modem. Additionally, Customer will provide a dedicated modem for each managed device. It is not mandatory that Customer have a POTS line but Customer must understand that CenturyLink will not be able to troubleshoot issues if the device covered by NMS cannot be reached. Service related outages requiring access to the device for troubleshooting and repair purposes will impact the eligibility of any associated SLA credits.

**(ii)** For Comprehensive Management, Customer must execute the attached Letter of Agency (Attachment 1) to authorize CenturyLink to act as Customer's agent solely for the purpose of accessing Customer's transport services.

**(iii)** Depending on transport type, Customer's managed devices must comply with the following set of access requirements: (A) for NMS delivered via IP connectivity with an Internet Port or other public Internet service, devices must contain an appropriate version of OS capable of establishing IPsec VPNs; and (B) for NMS delivered with a Private Port, CenturyLink will configure a virtual circuit to access Customer's device at no additional charge. CenturyLink will add the NMS network operations center to the Customer closed user group to manage the devices within Customer's network.

**(iv)** Customer must provide a routable valid IP address to establish the NMS connection. Customer's primary technical interface person must be available during the remote installation process to facilitate installation of NMS. All Customer devices managed under NMS must be maintained under a contract from a CenturyLink approved onsite CPE maintenance provider. The response times for which Customer contracts with its CPE maintenance provider will affect CenturyLink's timing for resolution of problems involving Customer provided devices. The performance of the CPE maintenance provider is Customer's responsibility.

**(v)** Customer may not reverse engineer, decompile, disassemble or apply any other process or procedure to alter any CPE, software, or other component of this Service for any purpose.

**2.4 End-to-End Performance Reporting.** End-to-End Performance Reporting is a feature included with all Ports, except for Ports with VPLS. Customer must include CenturyLink as a member of each closed user group. The feature includes a report based on data collected from Customer's traffic within its closed user groups and measures availability, jitter, latency, and packet delivery between Customer's edge routers, between CenturyLink's routers, and between Customer's edge routers and CenturyLink's routers. The data contained in the report is measured differently than the goals contained in the SLA applicable to the Service and is for informational purposes only. Customer is not entitled to SLA credits based on the data in the report. Customer may access the report in the Control Center portal. Some quote forms or other associated documents may use "End-to-End Performance Monitoring" to mean "End-to-End Performance Reporting".

**2.5 Multicast.** Multicast is an optional feature for Private Ports. The feature enables IP multicast on the CenturyLink IP network. Customer must configure its edge devices with CenturyLink designated multicast protocol specifications and use the CenturyLink designated IP address range for Customer's multicast applications. The standard feature allows up to ten sources of multicast traffic per Customer, but CenturyLink may permit a limited number of additional sources.

**2.6 VPLS.** Layer 2 virtual private LAN service ("VPLS") is optional feature for Private Ports only. VPLS is not available for CenturyLink IQ+ Ports or CenturyLink IQ+ Cloud Ports. Private Ports with VPLS are supported on CenturyLink-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available with Private Ports with VPLS: (a) usage reports; (b) the Precise Burstable or Data Transfer pricing methodologies; (c) the SLA's Reporting Goal; (d) VPN Extensions and (e) End-to-End Performance Reporting.

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**2.7 VPN Extensions.** A VPN Extension is an optional feature for layer 3 multi protocol label switching ("MPLS") Private Ports. The feature allows Customer to extend its Layer 3 MPLS closed user groups to Customer locations that are not served by CenturyLink's MPLS network ("Remote Location"). Customer can establish a tunnel through the Internet between the Customer's CPE at the Remote Location (separately purchased and managed by Customer) and the CenturyLink network device. The Customer provided CPE must support the CenturyLink service configurations and be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Customer is responsible for the installation, operation, maintenance, use and compatibility of the Remote Location CPE. Customer will cooperate with CenturyLink in setting the initial configuration for the Remote Location CPE interface with the VPN Extension Service. Customer must use IP connectivity at the Remote Location that includes a static public IP address.

**(a) Exclusions.** CenturyLink will not debug problems on, or configure any internal or external hosts or networks (e.g., routers, DNS servers, mail servers, www servers, and FTP servers). All communication regarding the VPN Extension must be between CenturyLink and a Customer approved site contact that has relevant experience and expertise in Customer's network operations. The following features are not available with VPN Extensions: (i) End-to-End Performance Reporting; (ii) QoS; (iii) VPLS; and (iv) Multicast. VPN Extensions are not subject to the SLA.

**2.8 Backbone Prioritization/Priority Queuing.** Backbone Prioritization and Priority Queuing is an optional feature available with individual domestic Private Ports, CenturyLink IQ+ Ports, and CenturyLink IQ+ Cloud Ports. When this feature is configured on such Port, traffic originating from that Port will be designated at a higher class of service to the CenturyLink IP network than traffic originating from such Ports without the feature or Internet Ports. If Customer desires the feature for traffic between two or more such Ports, the feature must be ordered for each such Port. The benefit from this feature is realized during periods of high network congestion. The feature may not be available at all locations or with Multicast in certain circumstances.

**3. Ordering.** For purposes of this Service Exhibit, "Order Form" means an electronic order confirmation process using an architecture confirmation document ("ACD") or other document that Customer and CenturyLink mutually agree to prior to submitting a Service order request. CenturyLink must approve each Order Form and Customer must send it via e-mail, fax, or other CenturyLink-approved electronic process to CenturyLink. Subject to availability, CenturyLink will assign /29 Internet address space for Customer during the use of a Port. Neither Customer nor any End Users will own or route these addresses. Upon termination of Service, Customer's access to the IP addresses will cease. If Customer requests special sequencing for Port installation, Customer must designate a Key Port. A "Key Port" is a Port that must be available on the network before adding additional domestic Port locations. The installation of the Key Port will determine the timelines for the installation of other domestic Ports. Customer may designate one Key Port within its CenturyLink IQ Networking network topology by notifying CenturyLink in writing of that request. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

**4. Charges.** Customer must pay all applicable MRCs and NRCs set forth in an attached pricing attachment, offer attachment, or a valid signed CenturyLink issued quote. Charges will commence within five days after the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Start of Service Date"). Customer may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Customer may change the pricing methodology (e.g., from Flat Rate to Precise Burstable) of a Port if: (a) the Port's new MRC remains the same or greater than the old MRC, and (b) the Port starts a new Service Term that is equal to or greater than the remaining number of months in the old Service Term, subject to a 12 month minimum. CenturyLink may change rates after the completion of a Port's Service Term with 60 days' notice. The net rate MRCs set forth in the pricing attachment, offer attachment or valid signed CenturyLink issued quote will be used to calculate Contributory Charges. Net rate MRCs are lieu of all other rates, discounts, and promotions. The End-to-End Performance Reporting, VPN Extension, SIG and Multicast features are provided on a month-to-month basis and either party may cancel a feature with 30 days' prior written notice to the other party. CenturyLink may upon 30 days prior written notice to Customer modify those features, including without limitation, their rates. If a CenturyLink IQ+ Port uses Data Center Access as the access type, that Port will be understood to be a CenturyLink IQ+ Cloud Port.

**4.1 Pricing Methodologies.**

**(a) Flat Rate.** The Flat Rate pricing methodology bills Customer a specified MRC for a given Port speed regardless of Customer's actual bandwidth utilization.

**(b) Tiered.** The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 2 Mbps to 10 Mbps) within the applicable Port classification (e.g., Ethernet, Fast Ethernet). Customer may not change its bandwidth from one Port classification to another.

**(c) Precise Burstable.** Usage samples are taken every five minutes throughout the monthly billing cycle. Only one sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The top 5% of the samples are discarded. The highest remaining sample is used to calculate the usage level, which is the 95th percentile of peak usage. For each Precise Burstable Port, Customer will pay an MRC calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps. There is a minimum usage amount within each Precise Burstable Port classification ("Precise Burstable Minimum"). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95th percentile of peak usage.

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**5. Term; Cancellation.**

**5.1 Term.** The term of an individual Port (and associated features/Services, if applicable) begins on the Start of Service Date for that Port and continues for (a) the service term shown on the valid signed CenturyLink issued quote or the pricing attachment or (b), if a service term is not shown in a quote or a pricing attachment, three years. If Service is installed at multiple Customer locations or with multiple Ports at a Customer location, each separate Port (and associated features/Services) will have its own Start of Service Date. Upon expiration of a Service Term, individual domestic Ports (and associated features/Services) will remain in effect on a month-to-month basis until canceled by either party with 60 days' notice.

**5.2 Cancellation.** Upon cancellation of a Service, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Port and associated features/Services is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term or Upgrade Service Term (as described in the "Upgrades" section), Customer will pay a "Cancellation Charge" equal to the amounts set forth below. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

**(a) Domestic Internet Ports or Private Ports:** (i) 100% of the Port and NMS MRCs multiplied by the number of months remaining in the first 12 months of the initial Service Term (or Upgrade Service Term), if any, plus (ii) 35% of the balance of those MRCs multiplied by the number of months remaining to complete the initial Service Term (or Upgrade Service Term) beyond the first 12 months, plus (iii) the amount of any NRCs discounted or waived if the Port has not remained installed for at least 12 months.

**(b) CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports:** (i) 100% of the CenturyLink IQ+ Port or CenturyLink IQ+ Cloud Port MRC (and associated features/Service MRCs if applicable) multiplied by the number of months remaining in the first 12 months of the initial Service Term, if any; plus (ii) 75% of the those MRCs multiplied by the number of months remaining to complete 24 months of the initial Service Term, if any; plus, if applicable, (iii) 50% of those MRCs multiplied by the number of months remaining to complete the remainder of the Service Term.

**5.3 Waiver of Cancellation Charges.**

**(a) Upgrades.** CenturyLink will waive the Cancellation Charges for a domestic Port if Customer: (i) upgrades a Port to another Port with a higher bandwidth (e.g., from a DS1 to a DS3) within the same pricing methodology and the new Port's MRC (with Local Access) is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; or (ii) upgrades the Port type to a higher Port type (e.g., from an Internet Port to a Private Port or CenturyLink IQ+ Port) within the same pricing methodology. All upgraded Ports must start a new Service Term equal to or greater than the replaced Port's remaining Service Term, subject to a 12 month minimum ("Upgrade Service Term"). If Customer cancels the upgraded Port before the completion of the Upgrade Service Term, Customer will pay the Cancellation Charges set forth in the Cancellation section above. In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service Exhibit. Customer can upgrade a CenturyLink IQ+ Port from 8x5 NBD Remote to 24x7 On-Site maintenance or upgrade a CenturyLink IQ+ Port's NMS feature to Select Management or Comprehensive Management without restarting the Service Term.

**(b) Migration to Other CenturyLink Services.** CenturyLink will waive the Cancellation Charges for a domestic Port if Customer migrates the Port to a new Data Bundle solution (a "New Service") as long as: (i) the New Service's MRC is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) the New Service's minimum service term is at least as long as the then remaining Service Term of the Port being terminated; and (iii) the New Service is available.

**6. Additional Disclaimer of Warranty.** In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures.

**7. E-mail Notification.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e mail address.

**8. AUP.** All use of the Services must comply with the AUP located at <http://www.centurylink.com/legal/>, which is subject to change. CenturyLink may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

**9. SLA.** Ports other than CenturyLink IQ+ Ports or CenturyLink IQ+ Cloud Ports are subject to the CenturyLink IQ Networking Service Level Agreement ("SLA"), CenturyLink IQ+ Ports and CenturyLink IQ+ Cloud Ports are subject to the CenturyLink IQ+ Port SLA and the NMS feature is subject to the NMS SLA. Each SLA is located at <http://www.centurylink.com/legal/> and subject to change. For Customer's claims related to Service or NMS feature deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA.

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**10. Other Terms.**

**10.1 General.** Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

**10.2. Cancellation and Termination Charges.** This section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

**Termination.** Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Service Term, then Customer will pay the Cancellation Charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Service Term, all Services are deemed terminated, and Customer will pay the Cancellation Charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date.

**10.3 Installation, Maintenance and Repair.** The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

**10.4 Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

**10.5 CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

**10.6 Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

**MICTA MEMBER PARTICIPATION AGREEMENT  
DOMESTIC CENTURYLINK IQ® NETWORKING SERVICE EXHIBIT**

**ATTACHMENT 1**

**COMPREHENSIVE MANAGEMENT**

**LIMITED LETTER OF AGENCY**

**between**

**BOONE COUNTY PURCHASING ("Customer")**

**and**

**CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink")**

This limited letter of agency ("LOA") hereby authorizes CenturyLink to act as the Customer's agent for the limited purpose of contacting Customer's designated Local Exchange Carrier ("LEC"), Interexchange Carrier ("IXC"), Internet Service Provider ("ISP"), or customer premises equipment ("CPE") maintenance provider in conjunction with CenturyLink Network Management Service. Network Management Service activities will consist of working with Customer's LEC, IXC, ISP, and/or CPE maintenance provider for the purpose of: (a) extracting information concerning transmission data elements carried over Customer's network connection; (b) identifying Customer's links or data link connection identifiers ("DLCIs"); (c) opening, tracking, and closing trouble tickets with the LEC, IXC, ISP, or CPE maintenance provider on Customer's transport links or CPE when an alarm or fault has been detected; (d) dispatching CPE repair personnel on behalf of Customer to CPE for which a fault has been detected; and (e) discussing fault information with the LEC, IXC or CPE maintenance provider on behalf of Customer to facilitate resolution of the problem.

CenturyLink does not assume any of Customer's liabilities associated with any of the services the Customer may use.

The term of this LOA will commence on the date of execution below and will continue in full force and effect until terminated with 30 days written notice by one party to the other or until the expiration or termination of the Network Management Service.

A copy of this LOA will, upon presentation to LEC, IXC, ISP, and/or CPE maintenance provider, as applicable, be deemed authorization for CenturyLink to proceed on Customer's behalf.

BOONE COUNTY

Customer Company Name



Authorized Signature of Customer

Daniel K. Atwill

Print or Type Name

Presiding Commissioner

Title

2-14-2020

Date

**MICTA MEMBER PARTICIPATION AGREEMENT  
IQ NETWORKING MANAGED DATA BUNDLE OFFER ATTACHMENT**

**1. Pricing.****1.1 Network Management Service MRCs.**(a) **NMS for devices associated with a CenturyLink IQ Networking Port.** The following MRC is in addition to the Port MRC.

Description	Promo Code	MRC	NRC
NMS for devices associated with a CenturyLink IQ Networking Port.			
Select Management	IQ MANAGED	\$45.00 per device	N/A
Comprehensive Management	IQ MANAGED	\$75.00 per device	N/A

(b) **NMS for devices not associated with a CenturyLink IQ Networking Port.** The following MRC is in addition to the Port MRC.

Description	MRC	NRC
NMS for devices not associated with a CenturyLink IQ Networking Port (including VPN Extensions).		
Select Management	\$60.00 per device	N/A
Comprehensive Management	\$100.00 per device	N/A
Monitor and Notify	\$35.00 per device	N/A

**1.2 CenturyLink IQ Networking Features**(a) **VPN Extensions.**

Description	MRC	NRC
VPN Extensions	\$25.00 per IPsec tunnel	\$50.00 per IPsec tunnel

(b) **Backbone Prioritization.** Backbone Prioritization charges are in addition to the applicable Private Port MRCs.

Description	Increased MRC
Backbone Prioritization	CenturyLink will apply a 20% uplift charge to the MRC of each Private Port configured with Backbone Prioritization.

**1.3 IQ Networking Port Pricing.****SERVICES INCLUDE VIPER 911 (WEST) AND INTERNET:**

Type	Port Type	Billing Type	Minimum Service Term (per Service)	Port Speed	Port MRC	Install NRC
Primary	Internet	Tiered	36 month	ETH1000-23250967-DIV 1000 Mbps	\$750.00	\$0.00
Primary	Internet	Tiered	36 month	ETH1000-23380655-DIV 1000 Mbps	\$750.00	\$0.00

**MICTA MEMBER PARTICIPATION AGREEMENT  
IQ NETWORKING MANAGED DATA BUNDLE OFFER ATTACHMENT**

This CenturyLink IQ® Managed Data Bundle offer attachment ("Attachment") is subject in all respects to the domestic CenturyLink IQ® Networking Service Exhibit, the Local Access Service Exhibit, the Rental CPE Service Exhibit, the Network Management Service Exhibit (if applicable) and the CenturyLink Master Service Agreement ("Agreement") between Customer and CenturyLink QCC, all of which must be executed between the parties for the offer in this Attachment to apply. All capitalized terms that are used but not defined in this Attachment are defined in the Agreement or Service Exhibit.

**1. Scope.** Customer may purchase a Managed Data Bundle solution (each a "Managed Data Bundle") under this Attachment. A "Managed Data Bundle" is a combination of a CenturyLink IQ® Networking Internet or Private Port, Local Access Service, Eligible Rental CPE (ADTRAN® or Cisco®), and Network Management Service ("NMS") Select Management or Comprehensive Management. NMS Select Management and Comprehensive Management provide 12 or 24 Rental CPE configuration changes, 24x7 real-time monitoring, pro-active notification of problems or potential problems, and online reporting of the Rental CPE. Ethernet switch options are available on the Ethernet-based bundles, and VoIP configuration options are available with both Select and Comprehensive Management. VoIP configuration options may vary depending on the platform.

**2. Eligibility and Restrictions.** Customer must order all the applicable Service elements in the Managed Data Bundle at the same time under an Agreement with a 24 or 36, or 60 month Term. CenturyLink may withdraw the offer under this Attachment on or before >>>ENTER Date<<<. Orders and quotes associated with this Attachment will be subject to the terms of this attachment. CenturyLink may, in its sole discretion, determine how long it will accept orders and quotes associated with this Attachment.

**2.1 Managed Data Bundle Ports and Local Access.** Managed Data Bundles are available with the CenturyLink IQ Networking Port bandwidths shown in the Eligible Rental CPE table below (each a "Managed Data Bundle Port"). Ethernet Managed Data Bundle Ports must use Ethernet Local Access ("ELA"). If Customer uses CPA or Cross Connect Access, Customer must ensure that Local Access is compatible with CenturyLink's existing networking infrastructure and equipment, including the Rental CPE. CenturyLink will provide End-to-End Performance Reporting for Private Port Data Bundles. The Internet Port or Private Port Managed Data Bundle Port MRC will be used to calculate Contributory Charges.

**2.2 Rental CPE.** The following table shows the eligible Rental CPE that may be used with each Port speed and Managed Data Bundle.

<b>Eligible Rental CPE available with all Managed Data Bundle Port Types (Internet and Private)</b>	
	<b>CenturyLink IQ Networking Port Bandwidths</b>

**MICTA MEMBER PARTICIPATION AGREEMENT  
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<b>Bundle Types</b>	<b>DS1</b>	<b>2xDS1</b>	<b>3xDS1 4xDS1</b>	<b>5xDS1 6xDS1 7xDS1 8xDS1</b>	<b>With ELA: 5 Mbps and 10 – 100 Mbps<sup>1</sup></b>	<b>With ELA: 100 Mbps to 1Gbps<sup>2</sup></b>	<b>DS3</b>
Managed Data Bundle (ADTRAN)	ADTRAN 908e w/ SBC <sup>4</sup>	ADTRAN 908e w/ SBC <sup>4</sup>	ADTRAN 908e w/ SBC <sup>4</sup>	ADTRAN 4430	ADTRAN 908e w/ SBC <sup>4</sup> or 1335P <sup>3</sup>	ADTRAN 5660 w/ SBC <sup>4</sup>	ADTRAN NV5305
Managed Data Bundle (Cisco)	N/A	N/A	N/A	N/A	N/A	Cisco 4431-SEC	N/A

<sup>1</sup>Bandwidths increase in 10 Mbps increments.

<sup>2</sup>Bandwidths increase in 100 Mbps increments.

<sup>3</sup>The 1335P only supports Ethernet speeds up to 10 Mbps.

<sup>4</sup>Session Border Controller.

The Rental CPE must be configured and installed for use with a Managed Data Bundle Port. CenturyLink may use repackaged Rental CPE or substitute the Rental CPE with other CPE. Rental CPE maintenance is provided under the applicable Detailed Description. 8x5 Next Business Day ("NBD") maintenance uses ProMET® Remote Standard Service and 24x7 on-site maintenance uses ProMET® On-Site Premium Service.

**2.3 Upgrade.** During a Service Term, Customer may upgrade its Managed Data Bundle to a higher bandwidth (a "Bandwidth Upgrade") if the Managed Data Bundle has been installed at least three months; provided, however, Customer may not upgrade an ELA speed to NxDS1 or DS3. A "Managed Upgrade" means Customer may upgrade an existing Data Bundle Standard or a Data Bundle Pro to a Managed Data Bundle at the same bandwidth level or as a Bandwidth Upgrade if Customer orders the Managed Upgrade within this Attachment's Offer Period. Customer may upgrade from an existing Data Bundle Pro to a Managed Data Bundle at the same bandwidth without restarting a new Service Term for the upgraded Managed Data Bundle. Bandwidth Upgrades and Managed Upgrades are referred to as "Upgrades." Customer may need to amend the Agreement to adjust the Term with an Upgrade. Customer may upgrade a Managed Data Bundle with 8x5 NBD maintenance to 24x7 on-site maintenance without restarting a new Service Term if Customer: (a) has a location and Rental CPE that qualifies, (b) keeps the same bundle type and bandwidth and (c) pays the Upgrade NRC. All other Upgrades are subject to the Upgrade NRC and must keep the same CPE Rental brand. Customer is not required to begin a new Service Term if both the Local Access circuit and the Rental CPE device do not change as part of the upgrade. CenturyLink may replace Customer's existing Rental CPE to support the higher bandwidth or a different bundle and Customer must return the existing Rental CPE to CenturyLink within 15 calendar days after the new Rental CPE is installed.

**2.4 Moves.** Customer may move a Managed Data Bundle to a different Service Address within the same wire center ("Move"). Such Move will not restart the Service Term. Customer must submit notice to CenturyLink at least 30 days before the requested Move date. Local Access ancillary charges may apply.

**2.5 Relocation.** Customer may relocate a Managed Data Bundle to a domestic Service Address outside of the wire center ("Relocation") if Customer: (a) is relocating a Managed Data Bundle that was installed at the old Service Address for at least 12 months, (b) submits the order for the new Service Address and the disconnect order for old Service Address at the same time, (c) submits a new order for a Bandwidth Upgrade or the same Managed Data Bundle, (d) pays the Upgrade NRC, and (e) follows the standard Upgrade process, if applicable. The Service Term will restart for a Relocation and must be the same or longer than the existing Service Term. If Customer had 24x7 on-site maintenance at the old Service Address and 24x7 on-site maintenance is not available at the new Service Address as a part of a Relocation, Customer may order a Managed Data Bundle with standard 8x5 NBD maintenance. Customer may be required to use the original Rental CPE at Customer's new Service Address if CenturyLink determines that new or different Rental CPE is not necessary. If Customer requires on-site assistance from CenturyLink to install the Rental CPE at the new Service Address, an additional dispatch fee will apply.

**3. Pricing.** Customer will pay the rates set forth in a quote or, if applicable, as set forth in Addendum A. A Managed Data Bundle quote is a service order request submitted on a form issued by CenturyLink and signed by Customer that includes the type and details of the specific Managed Data Bundle ordered by Customer. CenturyLink will waive CenturyLink IQ Networking Port install NRCs and Local Access install NRCs. CenturyLink will not waive any Local Access ancillary charges, including Construction charges. Quotes will be governed by the terms and conditions set forth in the Agreement, the applicable Service Exhibits and this Offer Attachment.

**3.1** If Customer wishes to order a new Managed Data Bundle or modify an existing Managed Data Bundle as an Upgrade, Move, or Relocation, Customer must (i) sign a new quote that includes the type and details of the updated Managed Data Bundle or, (ii) if Addendum A applies and the new Managed Data Bundle type is not shown in Addendum A, enter into a separate written amendment. If there is a conflict between a signed quote and Addendum A, the quote will apply to the Upgrade or the new Managed Data Bundle that is specified on the quote.

**3.2 Managed Data Bundle Pricing.** The Managed Data Bundle Port MRC includes the MRCs for the Managed Data Bundle Port, Rental CPE and NMS Select Management or Comprehensive Management. CenturyLink will waive End-to-End Performance Reporting MRCs. The Managed Data Bundle pricing is exclusive of, and may not be combined any current offers, promotions, or discounts and will only be applied in lieu of any such discounts except the offer in this Attachment may be combined with certain CenturyLink Long Distance

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IQ NETWORKING MANAGED DATA BUNDLE OFFER ATTACHMENT**

and Toll Free offers and the CenturyLink IQ Networking Transition Offer. After the Service Term for a Managed Data Bundle expires, CenturyLink may modify pricing for the Managed Data Bundle. Upgrades and additional Managed Data Bundle orders after an initial order may be subject to then-current Managed Data Bundle pricing.

**3.3 Local Access Pricing.** Local Access rates are in the quote or in Addendum A.

**3.4 Upgrade NRC.** Customer must pay the NRC in the table in this section for any Upgrade.

Description	Promo code	NRC
Upgrade NRC	iQBundleUPGR	\$275.00

**4. Term; Cancellation.**

**4.1 Term.** The term of an individual Managed Data Bundle begins on the date CenturyLink notifies Customer that a Managed Data Bundle is provisioned and ready for use ("Start of Service Date") and will continue for the number of month as specified in Customer's order for a Managed Data Bundle ("Service Term"). The Service Term is indicated in the Quote or pricing table in Addendum A. If the CenturyLink IQ Networking Transition Offer and this Managed Data Bundle offer both apply to a Port, the Eligible Service Minimum Term set forth in the Transition Offer will be the "Service Term" if it is greater than the Managed Data Bundle Service Term. Upon expiration of a Service Term, the Managed Data Bundle will remain in effect on a month-to month basis until canceled by either party with 60 days' prior notice.

**4.2 Cancellation.** Upon cancellation of a Managed Data Bundle, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Managed Data Bundle is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Service Term, Customer will pay: (a) a Managed Data Bundle Port Cancellation Charge equal to: (i) 100% of the Managed Data Bundle Port's MRC multiplied by the number of months remaining in the first 12 months of the Service Term, if any; plus (ii) 75% of the Managed Data Bundle Ports MRCs multiplied by the number of months remaining to complete 24 months of the Service Term, if any; plus, if applicable, plus(iii) 50% of the Managed Data Bundle Port's MRC multiplied by the number of months remaining to complete the remainder of the Service Term and (b) the Local Access Cancellation Charges set forth in the Local Access Service Exhibit. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment). If a Cancellation Charge requires Customer to pay the amount of any waived or discounted NRC, the Cancellation Charge will be (a) the difference between \$500 and the NRC amount shown in the Managed Data bundle quote or (b) an amount equal to the NRC shown on the Product Pricer quote.

**Waiver of Cancellation Charges.**

**(a) Upgrade.** When Customer Upgrades at the same Service Address, CenturyLink will waive (i) the Managed Data Bundle Port Cancellation Charge, (ii) Local Access Cancellation Charge for ELA Managed Data Bundles installed for at least 12 months, and (iii) Local Access Charges for all other Managed Data Bundles.

**(b) Moves.** When Customer's bundle type and bandwidth remain the same in a Move, CenturyLink will waive both the Managed Data Bundle Port Cancellation Charge and Local Access Cancellation Charge.

**(c) Relocation.** When Customer has a Relocation, CenturyLink will waive (i) the Managed Data Bundle Port Cancellation Charge and (ii) the Local Access Cancellation Charges for DS1 through 8xDS1 Managed Data Bundles installed for at least 12 months. CenturyLink will not waive Local Access Cancellation Charges for Relocations of DS3 or Ethernet Managed Data Bundles.

**4.4 Rental CPE Purchase.** Upon completion of a Service Term, Customer may purchase Rental CPE at its fair market value. If Customer intends to purchase Rental CPE, Customer must notify CenturyLink of such intention at least 60 days before the end of the Service Term. Customer will purchase Rental CPE on an "as-is" basis, with no representations or warranties of any kind, including no warranties of merchantability or fitness for a particular purpose or representation that any software license associated with the CenturyLink provided CPE is transferrable to Customer. Title and responsibility of the applicable Rental CPE will immediately transfer to Customer upon CenturyLink's receipt of payment. Once Customer assumes title of Rental CPE, CenturyLink will no longer provide maintenance support or any configuration changes. Customer will be responsible for purchasing or providing any separate maintenance and any software licenses for all purchased Rental CPE. NMS will continue on the purchased Rental CPE as part of the Managed Data Bundle package only if Customer purchases separate maintenance. Customer is also responsible for proper disposal of all purchased Rental CPE, and hereby releases CenturyLink from all and any liability relating in any way to the purchased Rental CPE.

**5. Add-On Connection.** Customer may add optional, CenturyLink-approved CPE cards as shown below ("Add-On Connection Cards") to certain Rental CPE if the following conditions are met: (a) the Rental CPE is associated with Managed Data Bundle, (b) there is an available slot in the Rental CPE, (c) Customer purchases the Add-On Connection Card through CenturyLink, and (d) the Add-On Connection Card is from the same manufacturer as the Rental CPE. Add-On Connection Cards are not covered under Rental CPE maintenance SLAs. CenturyLink will drop-ship Add-On Connection Cards to Customer. Customer may purchase on-site installation through CenturyLink or Customer may install the Add-On Connection Cards. If Customer installs any Add-On Connection Cards, Customer must follow CenturyLink provided directions and Customer waives any claim against CenturyLink or the Add-On Connection Card's manufacturer for maintenance, repair, loss, or damage to the Rental CPE. CenturyLink will support additional configurations for Add-On

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Connection Cards as part of the 12 or 24 configuration changes per year associated with the Rental CPE. Customer must remove the Add-On Connection Card from the original Rental CPE device before shipping the Rental CPE back to CenturyLink or CenturyLink associated vendor. CenturyLink is not responsible for the loss of any Add-On Connection Cards. The Add-On Connection Cards and CenturyLink on-site installation are provided under a separate CenturyLink Service Exhibit with separate charges.

Rental CPE Routers that Support Add-On Connection Cards	
Router	CenturyLink IQ Data Bundle Bandwidth
ADTRAN 4430	5xDS1 through 8xDS1
ADTRAN 1335POE	Up to 10 Mbps
ADTRAN 5305	DS3
ADTRAN 5660 w/ SBC and ADTRAN 5660	100 Mbps through 1 Gbps in 100 Mbps increments
Cisco 4431-SEC	100 Mbps through 1Gbps in 100Mbps increments

CenturyLink-approved Add-On Connection Cards	
Cisco	ADTRAN
HWIC-1DSU-T1 VVIC3-2MFT-T1/E1 SM-X-1T3/E3 EHWIC-4G-LTE-VZ EHWIC-4ESG HWIC-2FE EHWIC-1GE-SFP-CU GLC-LH-SMD GLC-SX-MMD NIM-1MFT-T1/E1 NIM-2MFT-T1/E1 NIM-4MFT-T1/E1 NIM-ES2-4 NIM-1GE-CU-SFP NIM-2GE-CU-SFP	1202862L1 (Single T1 NIM) 1202872L1 (Dual T1 NIM) 1200481E1 (1000BASELX LC SFP) 1200480E1 (1000BASESX LC SFP)

**(a) Replacement Program.** CenturyLink will replace a defective Add-On Connection Card within 15 business days after CenturyLink and Customer mutually determine that the Add-On Connection Card should be replaced. The replacement program will no longer apply if Customer purchases the Rental CPE device. The NRC for the replacement program is in the table in this section.

Description	NRC
Add-On Connection Card Replacement Program	\$50.00 per Add-On Connection Card

**6. Miscellaneous.** All other terms not specifically set forth in this Attachment, including without limitation, any other rate elements, are as stated in the Agreement and Service Exhibits and will remain in effect. The Managed Data Bundle Pricing will become effective as soon as practicable, but in no event later than the second full billing cycle following the Agreement or Amendment Effective Date. If there is a conflict between any of the following documents, the order of control is: this Attachment, the Service Exhibits, the Agreement. This Attachment, the CenturyLink IQ Networking Service Exhibit, the Local Access Service Exhibit, the Rental CPE Service Exhibit, the Network Management Service Exhibit (if NMS is not included in the CenturyLink IQ Networking Service Exhibit) and the Agreement set forth the entire understanding between the parties as to the subject matter herein and supersede any prior written or verbal statements, representations, and agreements concerning the subject matter hereof.

**7. Other Terms.**

**7.1 General.** Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

**7.2 Cancellation and Termination Charges.** This section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

**Termination.** Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Service Term, then Customer will pay the Cancellation Charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Service Term, all Services are deemed terminated, and Customer will pay the Cancellation Charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date.

**7.3 Installation, Maintenance and Repair.** The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a

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complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

**7.4 Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

**7.5 CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

**7.6 Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: this Offer Attachment, the Service Exhibit, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

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**ADDENDUM A**

**CENTURYLINK IQ® MANAGED DATA BUNDLE PRICING**

The CPE Rental term and each Managed Data Bundle Port and Local Access circuit receiving Managed Data Bundle pricing will be subject to the Service Term set forth in the applicable pricing table. If Customer wishes to order a Managed Data Bundle that is not shown in the pricing tables below, Customer must enter into a separate written amendment that includes the applicable Managed Data Bundle.

Key to the symbols used in the following tables:

\* The Internet Port or Private Port Managed Data Bundle Port MRC will be used to calculate Contributory Charges.

\*\* The Customer's location must qualify for on-site maintenance.

The Customer's ELA price will be determined by the Product Pricer quote.

<b>Managed Data Bundle – Viper 911 and IQ SIP</b>						
<b>36 Month Service Term; 24x7 NBD Maintenance</b>						
<b>Ethernet</b>						
Bandwidth	Rental CPE	Circuit ID	Solution	Managed Data Port MRC includes Port, NMS, and Rental CPE		The Local Access MRC is determined by the Product Pricer Quoting Tool
				Internet*	Private*	
30Mbps	ADTRAN	ETH100-23095135-DIV	Select	N/A	\$467.50	N/A
30 Mbps	ADTRAN	ETH100-22863070-DIV	Select	N/A	\$467.50	N/A
30 Mbps	ADTRAN	ETH100-22913046-DIV	Select	N/A	\$467.50	N/A
30 Mbps	ADTRAN	ETH100-23316161-DIV	Select	N/A	\$467.50	N/A
5 Mbps	ADTRAN	ETH100-22867854	Select	N/A	\$322.00	N/A
5 Mbps	ADTRAN	ETH100-22863012	Select	N/A	\$322.00	N/A

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LOCAL ACCESS SERVICE EXHIBIT**

**1. General.** CenturyLink will provide Local Access Service ("Service") under the terms of this Service Exhibit, the Agreement and the RSS.

**2. Service Description and Availability.**

**2.1 Description.** Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. Service includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point, but does not include CPE, Extended Wiring unless CenturyLink notifies Customer that Extended Wiring is included with a service offering, inside wiring, or other equipment not maintained by CenturyLink. Customer is responsible for any additional terminations beyond the Demarcation Point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

**2.2 Types of Service Technologies.** CenturyLink uses the following different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

**(a) Special Access.** "Special Access" means Service using digital signal bandwidths DS0, DS1 and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48 and OC192.

**(b) Ethernet Local Access ("ELA").** ELA is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only). ELA is available in the following options: Native Single-Class-of-Service (CoS) Low, Native Single-CoS Medium, Native Single-CoS High, Native Multi-CoS, ELA over SONET, or Ethernet Virtual Access ("EVA"). "Native Single-CoS Low" is a layer 2, switched, native service using a standard Ethernet offering from the local access provider. Native Single-CoS Low is not recommended for use with critical applications (i.e. voice), but is ideal for non-critical applications (i.e. Internet and email traffic.) "Native Single-CoS Medium" is a layer 2, switched, native service using a better-than-standard Ethernet offering from the local access provider. Native Single-CoS Medium is ideal for a combination of non-critical and/or critical applications; typically, varying voice, video, and data. "Native Single-CoS High" is a layer 2, switched, native service using the best Ethernet offering from the local access provider. Native Single-CoS High is ideal for critical applications; typically, predictable and reliable voice and data. Native Single-CoS Medium and Native Single-CoS High are only available with the following CenturyLink services: CenturyLink IQ<sup>®</sup> Networking Internet Port, Private Port or Enhanced Port with Secure Internet Gateway, E-Line, or Ethernet Private Line ("EPL"). Native Single-CoS Medium or Native Single-CoS High circuit speed must match the maximum CenturyLink IQ Networking port, E-Line, or EPL bandwidth. "Native Multi-CoS" is a layer 2, switched, native service closely aligning the CenturyLink IQ Networking QoS and the local access provider's Ethernet class of service offering and is only available with CenturyLink IQ Networking Private Port or Enhanced Port with Secure Internet Gateway. At Customer's discretion, Native Single-CoS Low, Native Single-CoS Medium, Native Single-CoS High, or Native Multi-CoS may be used to support CoS for critical applications (i.e. voice). "ELA over SONET" is a layer 1, SONET-based service. EVA is a layer 2, Ethernet-based service that provides customers with a premium non-oversubscribed connection with Fast E and Gig E connection types. Customer may experience delayed installation intervals due to construction requirements and available bandwidths may be limited due to distance and available Ethernet-supported facilities from the local access provider.

**(c) Wavelength Local Access.** "Wavelength Local Access" means Service using wave division multiplexing technology. Wavelength Local Access is available at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.

**(d) DSL Local Access.** "DSL Local Access" means Leased Access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps. Customer may experience delayed installation intervals due to Construction requirements and available bandwidths may be limited due to distance and available DSL-supported facilities from the local access provider.

**2.2.1 Use of IP Connection.** In some locations, CenturyLink will enable the Service using "IP Connection" which is a Layer 3, symmetrical functionality that utilizes established IP and MPLS transport technologies. In such cases, Customer agrees that it will use IP Connection functionality 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. CenturyLink can provision IP Connection functionality over multiple designs with MPLS transport supporting speeds up to 1G/1G.

**2.3 Types of Service.** CenturyLink offers the following three types of Service: CenturyLink Provided Access, Customer Provided Access or Cross-Connect Access.

**2.3.1 CenturyLink Provided Access.** "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Leased Access.

**(a) On-Net Access.** For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. On-Net Access is generally available as Special Access (except at the DS0 bandwidth), ELA, and Wavelength Local Access. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, existing intra-building local loop facilities, or connections to a third-party provider where CenturyLink coordinates the connectivity between CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. On-Net Access is subject to the Service Level Agreement located at <http://www.centurylink.com/legal/docs/Local-Access-SLA.pdf>, which is subject to change.

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**(b) Leased Access.** Leased Access is generally available as Special Access, ELA, Wavelength Local Access, and DSL Local Access at the bandwidths described in this Service Exhibit for those access types. Customer may request a Preferred Provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use Customer's Preferred Provider, but both final routing and the provider actually used will be chosen by CenturyLink. If CenturyLink is unable to use Customer's Preferred Provider for a specific Service Address as designated in the quote, then the rate for Service at that Service Address may be subject to change. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection.

**2.3.2 Customer Provided Access.** "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect Customer's premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic Network. Customer will also need to execute a CPA-DAR Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on a CenturyLink IQ Networking Internet or Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

**2.3.3 Cross-Connect Access.** "Cross-Connect Access" or "XCA" means: (a) an intra-POP connection between certain Customer facilities with direct access to the CenturyLink Domestic Network and the CenturyLink backbone access point (either (i) located within CenturyLink's transport area where CenturyLink allows Customer to bring its own fiber directly to the CenturyLink fiber under an executed Direct Connect Agreement ("Direct Connect") or (ii) in an area where Customer has leased space in a CPOP, a remote collocation site, or a collocation hotel under a Telecommunications Collocation License Agreement or (b) a connection between a CenturyLink-determined data center and a CenturyLink IQ Networking Port, Optical Wavelength Service ("OWS"), or E-Line ("Data Center Access") under an executed CenturyLink TS Service Exhibit with a CenturyLink IQ Networking, OWS or E-Line Service Exhibit. Data Center Access is available in bandwidths of 100 Mbps, 1G, and 10G (CenturyLink IQ Networking and OWS only). Direct Connect requires splicing of Customer and CenturyLink fibers and cross-connection of individual circuits.

**2.4 RSS.** Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, more than 10% of its usage will be interstate usage.

**3. Ordering.** Upon acceptance of an order for a Service, CenturyLink will notify Customer of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). Once CenturyLink notifies Customer of the Estimated Availability Date for a Service, cancellation fees or Cancellation Charges set forth in the Cancellation section below will apply to any cancellation of that order. If Customer fails to respond to CenturyLink's requests to arrange for the installation of a Service when CenturyLink is ready, CenturyLink may consider the affected Service order canceled. CenturyLink will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default under the Agreement or this Service Exhibit.

**4. Charges.** Customer will pay the rates set forth in a quote for Service issued by CenturyLink or set forth in the RSS, including all applicable ancillary service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the Start of Service Date for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the Start of Service Date to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges.

**4.1 Ancillary Charges.** Ancillary charges applicable to Service include but are not limited to those ancillary services set forth in this section. If an ancillary charge applies in connection with provisioning a particular Service, CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service.

**(a) Expedite.** A local loop expedite charge applies to orders where Customer requests the delivery of Service one or more days before the Estimated Availability Date. Customer may only request to expedite CenturyLink Provided Access of Special Access and ELA orders (where underlying local access provider allows CenturyLink QCC to order an expedited service.)

**(b) Extended Wiring.** "Extended Wiring" means additional wiring from the Demarcation Point to Customer's network interface equipment. Customer may only request Extended Wiring for (i) Special Access ordered as Leased Access, (ii) DSL Local Access, and (iii) Ethernet Local Access (where available). Extended Wiring could entail electrical or optical cabling into 1) existing or new conduit or

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2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Once Service is accepted by Customer, the Extended Wiring then becomes property of and maintained by Customer. CenturyLink will maintain Service to the Demarcation Point only.

(c) **Construction.** Construction charges apply if; (i) special construction is required to extend Service to the Demarcation Point; or (ii) other activities not covered by Extended Wiring are required beyond the Demarcation Point, that cause CenturyLink to incur additional expenses for provisioning the Service ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled.

(d) **Multiplexing.** Customer may request multiplexing for Special Access where available. CenturyLink will multiplex lower level local loop into a higher local loop, or vice-versa, for an additional charge. CenturyLink offers multiplexing at a CPOP, at an On-Net Access building or at an ILEC/CLEC facility providing the Leased Access. For multiplexing at a CenturyLink On-Net Access building, CenturyLink provides multiplexed circuit handoffs to Customer at the same On-Net Access Service Address. For multiplexing at ILEC/CLEC facility, CenturyLink facilitates the delivery of multiplexed circuit handoffs to Customer at a single Service Address or at multiple Service Addresses per Customer's request. Multiplexing is generally available at DS1 and OCn circuit levels. Pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis.

(e) **Changes.** Ancillary change charge applies where Customer requests CenturyLink to change a local loop to a different Service Address that is within the same Customer serving wire center as the existing local loop, but a Cancellation Charge does not apply.

**5. Term; Cancellation.**

**5.1 Term.** The term of an individual Service begins on the Start of Service Date for that Service and continues for the number of months specified in the quote for Service issued by CenturyLink ("Initial Service Term"). Excluding voice loops and Data Center Access with a month-to-month Initial Service Term, the Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, Service will automatically renew for consecutive periods equal to the Initial Service Term length (a "Renewal Service Term"). CenturyLink may change rates at any time after the Initial Service Term, but will not change rates more than once during a Renewal Service Term.

**5.2 Cancellation.** Upon cancellation of a Service, Customer will remain liable for (a) charges accrued but unpaid as of the cancellation date (including MRCs, NRCs and Construction charges and other ancillary charges), (b) the amount of any NRCs that CenturyLink discounted or waived, if canceled during the first 12 months of the Initial Service Term and (c) any applicable cancellation fees and Cancellation Charges as set forth below.

(a) **Leased Access and On-Net Access—Cancellation Before the Start of Service Date.** Customer will pay the cancellation fee identified in the below table if cancellation of a Service order occurs before the Start of Service Date. If Customer accepted a Construction charge, Customer will also pay any unpaid Construction charges incurred by CenturyLink. If CenturyLink notifies Customer that Construction is required to provision a Service order and Customer cancels that order before the Start of Service Date because Customer disapproves of the Construction charge, the cancellation fee does not apply.

<b>Leased Access and On-Net Access Service Bandwidth†</b>	<b>Before Start of Service Date Cancellation Fee</b>
DS0 (Leased Access only), DS1, DSL Local Access speeds up to 1536 Kbps/1.024 Mbps	\$150 NRC
DS3, OCn, DSL Local Access speeds greater than 1536 Kbps/1.024 Mbps, all ELA speeds, all Wavelength Local Access speeds, all IP Connection speeds	\$500 NRC

†Includes all types of Service Technology unless otherwise noted.

(b) **All Service Types—Cancellation After the Start of Service Date.** If a Service is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Initial Service Term, Customer will pay a "Cancellation Charge" equal to: (i) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if any, plus (ii) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Initial Service Term beyond the first 12 months.

(c) **Moves.** When Customer requests that CenturyLink move a local loop to a different Service Address that is not within the same Customer serving wire center as the existing local loop such move will be deemed a disconnect of the current local loop to which a Cancellation Charge applies and a new install of a new local loop.

(d) **Waiver of Cancellation Charges.** CenturyLink will waive the Cancellation Charge for a cancelled Service:

- When Customer cancels a Special Access ordered as Leased Access if it is (A) DS3 or less, (B) is not part of a bundle or package offering that required Customer to order the local loop with other service components and (C) the local loop's Start of Service Date was at least 12 months prior to the requested date of cancellation.
- When Customer upgrades existing Special Access, Native Single-CoS Low/Medium/High, Native Multi-CoS, ELA over SONET, or Wavelength Local Access ("Existing CLPA Service") with new Service within the same specific type of Service technology at a higher Service speed (e.g., Special Access DS1 to Special Access DS3 or Native Single-CoS Low Fast E to Native Single-CoS Low Gig E) and with the same local access provider ("Upgraded CLPA Service"). The Upgraded CLPA Service will have a new Service Term beginning on its Start of Service Date. If the type of Service technology changes when Customer upgrades Existing CLPA Service, Customer must pay Cancellation Charges.

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**(e) Customer Provided Access—Cancellation of Connectivity after Start of Service Date.** To cancel CPA, Customer must provide CenturyLink with a written disconnect firm order confirmation (“DFOC”) notice from Customer’s CPA provider along with notice to cancel the CPA. If Customer fails to provide CenturyLink with the DFOC notice within 30 calendar days after CenturyLink’s receipt of the notice to cancel the CPA, or if CenturyLink disconnects CPA for Cause, then CenturyLink may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for charges for the connectivity to CPA (even if Customer cannot use the CPA) until: (i) Customer furnishes the required DFOC to CenturyLink; or (ii) either party cancels the associated CPA with the CPA provider.

**6. Grooming.** If CenturyLink plans to groom a circuit on which Service is provided, CenturyLink will provide a grooming notice to Customer. For CPA dedicated facilities grooming, Customer will provide a signed LOA to CenturyLink so that CenturyLink can order the necessary changes. Within 20 calendar days after receipt of that notice, Customer will: (a) notify CenturyLink of its approval, which may not be unreasonably withheld; (b) state its reason for refusing; or (c) request that CenturyLink provide Customer with an LOA so Customer can order the necessary changes. Customer’s failure to respond within the 20-day period will constitute approval of the groom. If the groom results in Customer incurring additional NRCs from its local access provider and Customer provides sufficient proof of the local access provider charge, CenturyLink will issue a credit to Customer equal to the local access provider NRC for each groomed circuit. If Customer refuses the groom for On-Net Access, CenturyLink will, upon 20 calendar days’ prior written notice, cancel the Service on that circuit and assess a Cancellation Charge. When Customer does not respond to a CPA dedicated facilities grooming notice or refuses a CPA dedicated facilities groom, Customer must either: (a) provide CenturyLink with a LOA/CFA so that CenturyLink can have the local access provider cancel the circuit; or (b) work directly with the local access provider to cancel the circuit. If Customer does neither of these things, CenturyLink will pass through to Customer any costs incurred by CenturyLink from the local access provider as a result of the circuit remaining in place. “CFA” means circuit facility assignment of the CenturyLink facility, as identified by CenturyLink, to which Customer must order a local loop for connection to the CenturyLink Domestic Network.

**7. Other Terms.**

**7.1 General.** Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

**7.2. Cancellation and Termination Charges.** This Section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

**Termination.** Either party may terminate an individual Service: (a) as set forth above with 60 days’ prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable Service Term, then Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. “Cause” means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

**7.3 Installation, Maintenance and Repair.** The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink’s acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer’s side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer’s side of the demarcation point or was not caused by CenturyLink’s facilities or equipment on CenturyLink’s side of the demarcation point. “Order Form” includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

**7.4 Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer’s portal at <https://www.centurylink.com/business/login/> or via Email at: [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

**7.5 CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink’s behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer’s decision regarding CenturyLink’s use of CPNI will not affect the quality of service CenturyLink provides Customer. “CPNI” means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer’s telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer’s name, address, or telephone number.

**7.6 Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other

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documents attached or expressly incorporated into the Agreement. "ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: [http://www.centurylink.com/tariffs/clc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/clc_info_services.pdf). "RSS" means as applicable: CenturyLink's Rates and Services Schedules incorporated by this reference and posted at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_2.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf) for CenturyLink's International RSS and at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_3.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf) for CenturyLink's Interstate RSS. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

**8. Definitions.** Capitalized terms not defined in this Service Exhibit are defined in the Agreement.

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S., Alaska and Hawaii, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

"CPOP" means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider's network is possible.

"Demarcation Point" means the CenturyLink designated interface between the CenturyLink Domestic Network or the Leased Access provider network and Customer's telecommunications equipment. The Demarcation Point is typically located at a suitable location in the basement or on the first floor of a Service Address where provision is made for termination of the local access provider's outside distribution network facilities.

"Leased Access" means local backbone access circuits ordered and leased by CenturyLink from a local access provider chosen by CenturyLink.

"On-Net Access" means local backbone access circuits provided solely on CenturyLink owned and operated facilities.

"Preferred Provider" or "PP" means a specific local access provider requested by Customer for Leased Access.

"Service Address" means the building where Customer receives Service. Only a building that is classified by CenturyLink as a business address can be a Service address.

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**PRICING ATTACHMENT**

Except as set forth in this pricing attachment, capitalized terms will have the definitions assigned to them in the Agreement or the Local Access Service Exhibit.

Customer will pay the MRCs and NRCs for Service at the particular Service Address; or NPA/NXX or CLLI if no Service Address is provided, set forth in the pricing table below. In addition, Customer will pay all MRCs or NRCs for any ancillary services provided as described in the Local Access Service Exhibit, including without limitation Construction charges. The MRCs and NRCs set forth below apply to new Service only and do not apply to Service ordered prior to the effective date of this pricing attachment. All MRCs and NRCs set forth in the below table apply per circuit and not per Service Address. Any modifications to any attribute of the particular Service in the pricing table below (i.e., the NPA/NXX or CLLI, Service Address, Type of Local Access, Service Term or circuit speed) will render the pricing below void, and Customer will pay the revised rates agreed upon by the parties for the particular Service at the Service Address or NPA/NXX or CLLI, as applicable. If a DS1 is bonded with one or more DS1s to create a higher speed NxDS1 at the same Service Address, the MRC for the DS1 may be multiplied by the number of bonded DS1s to determine the MRC for the NxDS1. Any future Service ordered will be charged the current quoted MRC and NRC per Service as specified on a valid CenturyLink quote or Order, not the MRC and NRC per Service specified below. No other discounts or promotions apply. Certain types of Service have separate service or agreement requirements as defined in the Local Access Service Exhibit.

**INTERNET CIRCUITS:**

NPANXX	Circuit ID	Address	Type of Local Access	Minimum Service Term (per Service)	Circuit Speed	Local Access Net Rate MRC	Install NRC
573/886	ETH1000-23380655-DIV	2145 E County Dr Columbia, MO 65202	ELA - Native	36 months	1Gbps	\$750.00	\$0.00
573/886	ETH1000-23250967-DIV	801 E Walnut Columbia, MO 65202	ELA - Native	36 months	1Gbps	\$750.00	\$0.00

**VIPER 911 WEST:**

NPANXX	Circuit ID	Address	Type of Local Access	Minimum Service Term (per Service)	Circuit Speed	Local Access Net Rate MRC	Install NRC
573682	ETH100-22863012	114 S ROLLINS ST CENTRALIA MO 65240	CLPA - ELA Native	36 month	Fast Ethernet- 5 Mbps	\$338.00	\$0.00
573882	ETH100-22867854	901 VIRGINIA AVE COLUMBIA MO 65201	CLPA - ELA Native	36 month	Fast Ethernet- 5 Mbps	\$203.00	\$0.00

**SERVICES INCLUDE VIPER 911 (WEST) and IQ SIP TRUNKS:**

Type	Circuit ID	Address	Type of Local Access	Minimum Service Term (per Service)	Loop Speed	Local Access Net Rate MRC	Install NRC
Primary	ETH100-23095135-DIV	2145 E COUNTY DR. COLUMBIA, MO 65202	ETH100-23095135-DIV Ethernet over SONET	36 month	Fast Ethernet 100 Mbps	\$632.50	\$0.00
Secondary	ETH100-22863070-DIV	2145 E COUNTY DR. COLUMBIA, MO 65202	ETH100-22863070-DIV Single CoSlow ELA Native	36 month	Fast Ethernet 100 Mbps	\$532.50	\$0.00
Primary	ETH-100-22913046-DIV	609 E WALNUT ST COLUMBIA, MO 65201	ETH100-22913046-DIV Single CoSlow ELA Native	36 month	Fast Ethernet 100 Mbps	\$532.50	\$0.00

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Secondary	ETH100- 23316161-DIV	609 E WALNUT ST COLUMBIA, MO 65201	ETH100-23316161- DIV Ethernet over SONET	36 month	Fast Ethernet 100 Mbps	\$632.50	\$0.00
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**On-Net CenturyLink Provided Access Install NRC Discount.** Install NRCs specified above for On-Net CenturyLink Provided Access will receive a 100% discount so long as such Service ordered hereunder and subject to this discount remains installed and used by Customer for the duration of the first 12 months of the Service Term. Supplemental NRCs, including but not limited to: Construction, Extended Wiring, Local Loop Expedite, Local Loop Change Fee and Multiplexing, Customer Provided Access NRCs, and Cross-Connect NRCs are not eligible for any discount.

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RENTAL CPE SERVICE EXHIBIT**

**1. General; Definitions.** CenturyLink will provide Customer with rental customer premises equipment and software license offerings (collectively, "CPE") and CPE installation and maintenance ("Service") under the terms set forth in the Agreement, this Service Exhibit and any Rental CPE Rate Attachment submitted hereunder. Capitalized terms not defined herein are defined in the Agreement. "Rental CPE Rate Attachment" means the CenturyLink order request form issued and executed by CenturyLink and Customer. CPE, as defined in this Service Exhibit, does not include CPE purchased by Customer. In order to qualify for CPE, Customer must also purchase either CenturyLink IQ® Networking, SIP Trunk, Analog VoIP, Hosted VoIP, Managed Office, Managed Enterprise, Integrated Access, Hosted Collaboration Solution, SD-WAN or any CenturyLink bundle, package or promotion that includes these services; or CenturyLink QC intrastate Metro Ethernet service under a separate agreement (collectively "Underlying Service").

**2. Delivery and Return.** CPE will be delivered to Customer's location as identified, in writing, by Customer. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by CenturyLink. CPE will be installed as designated herein, or as otherwise agreed upon by the parties. Except as otherwise provided in the Service Exhibit for the Underlying Service, upon termination of Service, or when Customer replaces CPE with upgraded models, Customer must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement. CenturyLink will provide Customer with return instructions. Customer will deliver CPE to CenturyLink in the same condition it was on the Effective Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If CPE is not returned within 15 calendar days of termination, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and CenturyLink may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost").

**3. Ownership and Use.** Except as provided in Paragraph 2, CPE is the personal property of CenturyLink, its designee or a third-party provider, notwithstanding that the CPE, or any part thereof, may be affixed or attached to Customer's real property or any improvements thereon. Customer has no right or interest to the CPE other than as provided herein and will hold the CPE subject and subordinate to the rights of CenturyLink. Customer will: (a) at its own expense, keep the CPE free and clear of any claims, liens, and encumbrances of any kind; and (b) make no alterations or affix any additions or attachments to the CPE, except as approved by CenturyLink in writing. Customer will not remove, alter or destroy any labels on the CPE and will allow CenturyLink the inspection of the CPE at any time. As between CenturyLink and Customer, Customer will bear the entire risk of loss, theft, casualty, destruction or damage to the CPE following delivery from any cause whatsoever (collectively, "Loss"), until returned to CenturyLink. Customer will indemnify, defend and hold harmless CenturyLink its affiliates, and contractors for any such Loss. Customer agrees to advise CenturyLink in writing within five business days of any such Loss. In no event will such Loss relieve Customer of the obligation to pay CenturyLink any amounts due hereunder.

**4. Software.** Software licensor has retained title to the software. To the extent possible, CenturyLink grants Customer a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Customer's own internal business use of such software and only on or with the designated CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Customer is prohibited from reverse engineering, decompiling or disassembling the CPE or otherwise attempting to derive the source code of the software. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

**5. Insurance.** Without limiting the liabilities or indemnification obligations of Customer, Customer will, at its own cost and expense, maintain during the term of this Agreement, such insurance as required hereunder. The insurance coverage will be from a company, or companies, with an A.M. Best's rating of A-VII and authorized to do business in each state where CPE is located. Customer may obtain all insurance limits through any combination of primary and excess or umbrella liability insurance.

1. Commercial General Liability with limits not less than \$1,000,000 per occurrence and aggregate.
2. "All-Risk" property insurance on a replacement cost basis in an amount sufficient to cover the CPE, including CenturyLink or a third-party provider designated by CenturyLink, as loss payee as their interests may appear.

CenturyLink, its affiliates, subsidiaries, and parent, as well as the officers, directors, employees and agents of all such entities will be included as additional insureds on the Commercial General Liability policy. Policies will be primary and not contributory to insurance which may be maintained by CenturyLink, subject to the Indemnification provisions of this Agreement. Prior to commencement of work under this Agreement, Customer will make available to CenturyLink evidence of the insurance required herein.

**6. Charges.** The charges for CPE and Service are set forth in the Rental CPE Rate Attachment, and will be used to calculate Contributory Charges. Charges will commence within five days of CenturyLink's notification to Customer that the Underlying Service is provisioned and ready for use ("Start of Service Date"). CenturyLink may cease providing Service and demand return of CPE if payment is not made when due.

**7. CPE Replacement Recovery Charge.** Where CPE rented from CenturyLink is replaced due to loss or damage not covered by maintenance under the applicable Detailed Description (for example, damage from accident, misuse or abuse), Customer will pay: (a) the Replacement Cost for the damaged CPE, and (b) a one-time charge to cover CenturyLink's cost to ship the new CPE. If Customer requires on-site assistance from CenturyLink to install the replacement CPE, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Service Exhibit will continue to apply. Replacement CPE may or may not be the same model.

**8. Term.** This Service Exhibit will commence on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date), and will remain in effect until terminated. Either party may terminate this Service Exhibit with at least 60 days prior written notice to the other party. Termination will not affect obligations under Rental CPE Rate Attachments accepted prior to the effective date of termination, and this Service Exhibit will remain in effect as to such

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RENTAL CPE SERVICE EXHIBIT**

obligations if it would otherwise have terminated. CPE and Service ordered during the Term will commence on the Start of Service Date and will continue for a number of months as set forth on the Rental CPE Rate Attachment ("CPE Term"). Upon expiration of the CPE Term, CPE and Service will automatically renew on a month to month basis at the then current rates, unless either party elects to terminate the CPE and Service by providing 60 days prior written notice of such termination to the other party. If the Agreement or any CPE and Service provided hereunder are terminated prior to the expiration of the applicable CPE Term for reasons other than by Customer for Cause, then Customer will pay to CenturyLink: (a) all charges for CPE and Service provided through the effective date of such cancellation; and (b) an early cancellation charge of 100% of the balance of MRCs that otherwise would have become due for the unexpired portion of the CPE Term.

**9. Installation, Maintenance and Safety Compliance.** Installation, maintenance or other labor provided to Customer pursuant to this Agreement is subject to, and controlled by, Detailed Description(s) which are posted under CPE at <http://www.centurylink.com/legal/> and are incorporated by reference and made a part of this Service Exhibit. CenturyLink may change the Detailed Descriptions at any time and such change will be effective upon posting to the Web site. Customer is responsible for informing CenturyLink of the existence, location and condition of any Hazardous Substances that may be in or around the CenturyLink work area. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos. Customer will indemnify and hold CenturyLink harmless from any fines or other liability of CenturyLink arising from Customer's failure to inform CenturyLink of hazardous substances.

**10. Additional Limitation of Liabilities.** If CPE contains a firewall or other security features, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of Service will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Customer's use of CPE, Service or an Underlying Service: (a) Customer will nonetheless be liable for payment for all CPE, Service and Underlying Service provided by CenturyLink; and (b) any SLA generally applicable to the Service or Underlying Service will not apply.

**11. Miscellaneous.** With respect to the Agreement terms incorporated by reference, "Service" is replaced with "CPE" and "Service" as defined in this Service Exhibit.

**12. Other Terms.**

**12.1 General.** Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

**12.2 Cancellation and Termination Charges.** This Section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

**Termination.** Either party may terminate an individual Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. If an individual Service is terminated by Customer for any reason other than for Cause or by CenturyLink for Cause prior to conclusion of the applicable CPE Term, then Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

**12.3 Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

**12.4 CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

**12.5 Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement.

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CENTURYLINK IQ® HOSTED VOICE AND CENTURYLINK IQ® SIP TRUNK SERVICE EXHIBIT**

**1. General; Definitions.** Capitalized terms not defined herein are defined in the Agreement. CenturyLink will provide CenturyLink® Hosted VoIP ("Hosted VoIP") and CenturyLink IQ® SIP Trunk ("SIP Trunk") (collectively, "Service") under the terms of the Agreement and this Service Exhibit.

"Administrator Portal" enables the Customer administrator to: (a) set up end users; (b) implement: (i) some moves, adds, changes, and deletions; and (ii) calling restrictions.

"Alien TN" means a telephone number that has not been ported to Service or has not been assigned by CenturyLink.

"ANI" means automatic number identification.

"Approved Connectivity" means a new or existing CenturyLink IQ® Networking port or Data Bundle solution provided by CenturyLink, or new or existing DIA Service or Internet Bundle provided by a CenturyLink Affiliate. If Customer selects an access type that does not provide guaranteed end-to-end QoS or if Customer is not using Approved Connectivity at any point in time (e.g., a Wi-Fi or wireless network or device), Customer may experience call quality issues. In these instances, CenturyLink's Voice Availability SLA will not apply. Additionally, Customer acknowledges that the only way to resolve quality issues on connectivity that does not provide end-to-end QoS may be to move to another connectivity type that provides end-to-end QoS.

"Approved CPE" means internet connectivity routers, Customer premises switches and routers, and IP enabled devices (e.g. handsets) and intangible computer code contained therein, designated by CenturyLink. In some cases, Customer may provide its own Approved CPE. If Customer provides Approved CPE, the provisions of the "Customer-Owned CPE" section of this Service Exhibit will apply.

"Calling Party Number" (CPN) means the originating party's telephone number, as displayed on Caller ID (when Caller ID privacy is not restricted).

"CenturyLink-Approved 911 Location" means Customer's current 911 location that is displayed on the My 911 Location page of the MyAccount: VoIP portal, which may be the 911 location of a Customer PPU, or an updated temporary location that CenturyLink has previously approved. Service may only be used at a CenturyLink-Approved 911 Location.

"Customer Environment" means Customer's data network/equipment and premises environment.

"Enterprise Trunk" means an aggregation of Trunk Groups, primarily for the purpose of applying a routing policy to select a Trunk Group for a call terminating to the PBX from CenturyLink.

"EULA" means an end user license agreement for software of CenturyLink or a third-party provider. Customer end users must accept a EULA before downloading certain software for use with the Service.

"Initial Term" is the term of the Service as shown in the Pricing Attachment.

"IP" means Internet Protocol.

"IP Device" means IP-enabled station sets, expansion modules and handsets approved by CenturyLink for use with the Service.

"ISS" means Information Services Schedule which can be found at [http://www.centurylink.com/tariffs/clc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/clc_info_services.pdf) and which is subject to change. The ISS contains the current standard rates for domestic and international Off-Net Calls and toll free calls.

"MATR" means minimum average time requirement.

"Minimum Service Term" is six months from the Service Commencement Date.

"Off-Net Calls" means any calls that are not (a) local calls, (b) 8xx outbound calls, or (c) On-Net Calls.

"On-Net Calls" means calls between the Service and any of the following CenturyLink services: CenturyLink IQ SIP Trunk, Hosted VoIP, Managed Office, Managed Office Essentials, SIP Trunk (Sonus platform), Managed VoIP, Analog VoIP, Digital VoIP, or Integrated Access, and that are transmitted through the Service entirely over the CenturyLink IP network and not the PSTN or another carrier's IP network.

"Ported TN" means an existing telephone number that is currently subscribed to a local exchange carrier for local, local toll and/or long distance telecommunications services and ported to CenturyLink for use with the Service.

"PPU" means the location given by the Customer as the Primary Place of Use for a particular TN or 8xx TN.

"Pricing Attachment" means a document containing rates specific to Service and is incorporated by reference and made a part of this Service Exhibit.

"PSAP" means public safety answering point.

"PSTN" means public switched telephone network.

"QoS" means Quality of Service.

"Rate Sheet" means (a) for Hosted VoIP Service the document located at <http://www.centurylink.com/legal/HostedVoIP/ALaCarteRatesv1.pdf> and (b) for IQ SIP Trunk Service the document located at <http://www.centurylink.com/legal/IQSIP/ALaCarteRatesv1.pdf>. The Rate Sheets include additional pricing for Hosted VoIP and SIP Trunk optional features, domestic Off-Net long distance and toll free terms and pricing, MACD charges, seat pricing, upgrade charges, and other charges. The Rate Sheets are incorporated herein by reference.

"Remote BLA" means remote bridged line appearance.

"Remote SCA" means remote shared call appearance.

"Renewal Term" means renewal periods equal to the Initial Term that commence once the Initial Term is complete.

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"Router" means, for purposes of this Service Exhibit, a router, router/switch, or switch approved by CenturyLink for use with the Service.

"RSS" means the International Rates and Services Schedule which can be found at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_2.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf) and which is subject to change. The RSS contains provisions relating to international toll free service.

"Session" means a single unit of simultaneous call capacity.

"SIP" means Session Initiation Protocol.

"SIP Trunk Diversion Header" means a header used to support PSTN redirecting services such as Call Forwarding.

"SLAs" means service level agreements posted at <http://www.centurylink.com/legal> which are subject to change.

"Soft Phone" means software for an IP-enabled device that allows Customer's end users to use the Service to make and receive calls on that device.

"Term" means Initial Term and each Renewal Term.

"Trunk Group" means a group of Sessions used for local or usage-based voice services.

## **2. Service.**

**2.1 Description.** Hosted VoIP and SIP Trunk are described in separate subsections below. Features and options available only with Hosted VoIP are listed in the "Hosted VoIP Service" sub-section. Features and options available only with SIP Trunk are listed in the "SIP Trunk" sub-section. Features and options available with both Services are listed in the "Common Features" sub-section. Each Hosted VoIP and SIP Trunk seat includes one telephone number ("TN").

**(a) Hosted VoIP Service.** Hosted VoIP Service is an IP application that provides real time, two-way voice capability in IP over a broadband connection. Customer may purchase Service on a per seat basis. Except as otherwise indicated herein, the MRC for Hosted VoIP seats includes rental of one IP Device. Hosted VoIP seats include the specific features identified below based on seat type. Additional charges apply for optional features listed below, and, if applicable, for Router rental and maintenance. Subject to connectivity and Approved CPE limits, Customer may order up to a maximum of 10,000 Hosted VoIP seats/TNs per location. Features listed in this section (a) are only available with Hosted VoIP.

**(i) Hosted VoIP Basic Seats.** Basic seats are designed for a lobby, break room, cafeteria or shop area that is not assigned to a specific end user. Basic seats include: the ability to make On-Net and Off-Net Calls, an end user Portal, an Administrator Portal, call waiting, and call forwarding, as well as other features, some dependent on IP handset model or Soft Phone software. Basic seats do not include voice mail. Information regarding IP handset or Soft Phone features supported by the Service is available from a CenturyLink sales representative. The end user Portal provides access to call logs, click-to-call and other features. The Administrator Portal enables Customer administrator functionality, including the ability to set up end users, implement some moves, adds, changes, and deletions, and implement calling restrictions.

**(ii) Hosted VoIP Standard Seats.** Standard seats are designed to address a company's standard calling practices (general business, support and clerical personnel) that do not require an advanced feature set. Standard seats include the features listed for basic seats above, plus a standard feature package and voicemail.

**(iii) Hosted VoIP Conference Room Seats.** Conference room seats have the same features as a standard seat, and are tailored for the purpose of attaching a conference room phone, which often is a speaker phone model. Customer may enable or disable features best suited for that phone type in the Administrator Portal. Conference room seats do not include voice mail.

**(iv) Hosted VoIP Premium Seats.** Premium seats are designed to fit the needs of the majority of a company's professional employees. Premium seats provide end users with advanced IP phone features as well as premium phone and soft client access. Premium seats include the features listed for basic and standard seats above, plus an advanced feature package and Microsoft® Outlook® integration.

**(v) Hosted VoIP Basic Cordless Seats.** Basic Cordless seats support the same features as a basic seat, and are intended for use by Customer end users needing a certified cordless IP handset. Basic Cordless seats may require Customer to have a certified IP phone that pairs with the cordless IP handset.

**(vi) Hosted VoIP Standard Cordless Seats.** Standard Cordless seats support the same features as a standard seat, and are intended for use by Customer end users needing a certified cordless IP handset. Standard Cordless seats may require Customer have a certified IP phone that pairs with the cordless IP handset.

**(vii) Hosted VoIP Premium Cordless Seats.** Premium Cordless seats support the same features as a premium seat, and are intended for use by Customer end users needing a certified cordless IP handset. Premium Cordless seats may require Customer have a certified IP phone that pairs with the cordless IP handset.

**(v) Hosted VoIP Receptionist Seats.** Receptionist seats have the same features as a premium seat, and are intended for use by Customer end users who handle multiple calls and redirect those calls to other Customer end users within their business group. Receptionist seats may either use IP phones with up to three side car modules to expand the call appearance capacity, or a receptionist web console. Additional charges apply for side car modules and the receptionist web console. The receptionist web console window is integrated with the call manager feature, enabling functions such as click-to-transfer or click-to-dial. The receptionist web console graphically displays end users' status (busy, idle, or do not disturb), as well as detailed call information. Additional display management options are also available with the receptionist web console.

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(vi) **Hosted VoIP Admin Seats.** Admin seats are intended for use by Customer end users who handle multiple calls and redirect those calls to other Customer end users within their business group. Admin seats may either use IP phones with one side car module to expand the call appearance capacity, or a receptionist web console. An additional charge applies for the receptionist web console. The receptionist web console window is integrated with the call manager feature, enabling functions such as click-to-transfer or click-to-dial. The receptionist web console graphically displays end users' status (busy, idle, or do not disturb), as well as detailed call information. Additional display management options are also available with the receptionist web console.

(vii) **Hosted VoIP Analog Seats.** An analog seat does not include a physical device (like a phone). This seat is designed to accommodate multiple analog devices that may be directly connected back to analog telephone equipment on Customer's premises. A TN associated with an analog seat can be used as a line appearance on a phone, but cannot be used as the primary TN. Analog seats have the same features as premium seats, except for the associated physical device.

(viii) **Hosted VoIP Spare Device.** A spare device is a secondary IP Device that (a) Customer keeps in inventory to use as a replacement IP Device if a primary IP Device fails or (b) is in another location with Remote SCA or Remote BLA configured on it. Customer must ensure that end users understand the 911 requirements if the end user uses a spare device in another location. An additional charge applies for each spare device. Additional information regarding potential issues with Remote BLAs and Remote SCAs is found in the "911 Emergency Service" section of this Service Exhibit.

(ix) **Hosted VoIP Additional Device.** An additional device is another IP Device that allows for the duplication of standard key system features where TNs are shared across many IP devices. Customer must ensure that end users understand the 911 requirements if the end user uses an additional device in another location. An additional charge applies for each additional device. Additional information regarding potential issues with Remote BLAs and Remote SCAs is found in the "911 Emergency Service" section of this Service Exhibit.

(b) **SIP Trunk.** SIP Trunk provides the delivery of origination and termination of local, including 911, voice traffic and optionally long-distance, and toll-free traffic via a SIP signaling interface enabled to the Customer Premise Equipment (CPE). All voice traffic will be delivered in an IP format over separately purchased connectivity. Customer must purchase standard or enterprise Sessions and at least one seat with the Service. Features listed in this section (b) are only available with SIP Trunk.

(i) **Standard SIP Trunk Sessions.** Standard SIP Trunk Sessions include the ability to make On-Net and Off-Net calls and terminate toll free calls, access to the end user portal and Administrator Portal, Session pooling, failover, call logs, third party voice mail support, intercept user, phone status monitoring, and other features. Standard SIP Trunk Sessions support Session pooling and failover, and are eligible for the specified waived minutes of use under the "LD/TF Offer" shown in the Rate Sheet.

(ii) **Enterprise SIP Trunk Sessions.** Enterprise SIP Trunk Sessions include features included in standard SIP Trunk Sessions plus Enterprise Trunking and homing to geo diverse session border controllers. Enterprise SIP Trunk Sessions also support Session pooling and failover, and are eligible for the specified waived minutes of use under the "LD/TF Offer" shown in the Rate Sheet.

(iii) **Premium Enterprise SIP Trunk Sessions.** Premium Enterprise SIP Trunk Sessions include all the benefits of Enterprise SIP Trunk Sessions and add Transport Layer Security (TLS) for Session Initiation Protocol (SIP) signaling encryption and Secure Real Time Transport (SRTP) for media encryption which is built on top of the current CenturyLink IQ SIP Trunk product. Secure Enterprise SIP Trunk Sessions are eligible for the specified waived minutes of use under the "LD/TF Offer" shown in the Rate Sheet. When elected, 100% of all sessions on the enterprise are provisioned with this feature.

(iv) **Optional SIP Trunk Features.** The optional features listed in this section are available for an additional charge only with SIP Trunk.

(1) **SIP Trunk Standard Seats.** SIP Trunk standard seats are for use with standard SIP Trunk Sessions and Enterprise SIP Trunk Sessions only. They are designed to address a company's standard calling practices (general business, support and clerical personnel) that do not require an advanced feature set. Standard seats include a standard feature package.

(2) **SIP Trunk Premium Seats.** SIP Trunk premium seats are for use with any type of SIP Trunk Session. SIP Trunk premium seats are designed to fit the needs of the majority of a company's professional employees. They provide end users with advanced IP phone features and they support inbound anywhere functionality and Soft Phone access.

(3) **SIP Trunk Mobility Seats.** SIP Trunk mobility seats are for use with any type of SIP Trunk Session. A SIP Trunk mobility seat includes standard SIP Trunk features, and it supports inbound anywhere functionality and Soft Phone.

(4) **Enhanced 911 Service.** Enhanced 911 Service provides Customer the option to have an E911 service address per telephone number. Without this option, 911 service provided with SIP Trunk is associated with the main business TN at each Customer location, and not with the actual end user location.

(5) **SIP REFER.** SIP REFER allows Customer to transfer a call using a specific network protocol that causes the network to complete the call transfer rather than CPE.

(6) **Session Border Controller (SBC).** SBC software enables an approved CenturyLink certified class of Adtran routers/IADs to authenticate to our IQ SIP Trunk network in a single piece of CPE. Each software package denotes the maximum number of sessions that can be authenticated.

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- (7) CTAC Customer Support.** "CTAC Customer Support" is an ancillary service that provides remote technical support to help Customer configure equipment that Customer uses for CenturyLink IQ® SIP Trunk Service and is subject to availability. "CTAC" means CPE Technical Assistance Center. CTAC Customer Support is provided upon Customer request and is subject to details such as the type of equipment, maintenance plans, and CenturyLink's approval. CenturyLink will use commercially reasonable efforts to assist Customer and CenturyLink offers no SLA for CTAC Customer Support. Certain equipment is not eligible for CTAC Customer Support. Charges for CTAC Customer Support may apply, which are set forth in the Rate Sheet for SIP Trunk Service. When charges apply, minimum billing for CTAC Customer Support is one hour. After the first hour, CenturyLink will bill Customer in full 30-minute increments.
- (c) Common Features.** Customer may purchase the following optional features and services with both Hosted VoIP and SIP Trunk for additional charges. Other optional features and services may be available on an individual case basis. The local and long distance calling service area for a Hosted VoIP seat or SIP Trunk telephone number is based on the area code and prefix assigned to the end user and does not depend on the end user's physical location.
- (i) Hunt Groups.** An additional MRC and NRC apply for each hunt group. An additional MRC will also apply if Customer orders a voice mail box for a hunt group.
- (ii) Auto Attendant.** An additional MRC and NRC apply for each auto attendant.
- (iii) Voice Mail Only Seats.** Customer may purchase optional voice mail only seats at the MRC shown on the Rate Sheet. Voice mail only seats are featureless seats that allow inbound callers to leave a voice mail message. Since IP handsets and Soft Phones are not available with a voice mail only seat, outbound calls and 911 calls cannot be made from a voice mail only seat.
- (iv) Virtual Seats.** A virtual seat does not include a physical device (like a phone) and is not associated to a SIP Trunk Group. A TN associated with a virtual seat can be used as a line appearance on a phone, but cannot be used as the primary TN. Virtual seats have the same features as Hosted VoIP or SIP Trunk premium seats, except for the associated physical device.
- (v) Available TNs.** An available number is an unallocated number Customer retains in a pool for later use. An additional MRC applies for each available TN.
- (vi) Anywhere TNs.** Customer can order optional anywhere TNs (find me, follow me capability) with Hosted VoIP and SIP Trunk premium seats and with SIP Trunk mobility seats. An additional MRC and NRC apply for each anywhere TN.
- (vii) Alternate TNs.** An alternate TN is a new or ported available TN that is configured to ring a particular seat by the use of another telephone number. Alternate TNs are may be used for incoming calls only.
- (viii) Local, 8XX and On-Net Calls.** Local calls, 8XX outbound calls, and On-Net Calls are included in the standard, premium, conference room, receptionist and basic Hosted VoIP seat MRCs, and in the standard and enterprise SIP Trunk Session MRCs.
- (ix) Off-Net Outbound Long Distance Calls.** Additional per minute charges apply to international Off-Net Calls. Additional per minute charges also apply to domestic Off-Net calls in excess of the quantity of waived minutes shown in the "Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing" section on the applicable Rate Sheet, offer attachment or rate addendum (the "LD/TF Offer"). CenturyLink may modify the LD/TF Offer upon expiration of the Initial Term, including reverting to standard Off-Net long distance rates. Standard per minute rates for domestic and international Off-Net long distance are shown in the ISS. If Customer negotiated non-standard Off-Net long distance rates on a quote, Order Form, offer attachment, or rate addendum, those negotiated rates will apply to SIP Trunk long distance in lieu of the ISS rates or the LD/TF Offer. Additional per minute charges apply to each Off-Net Call leg of a conference call.
- (x) Toll-Free Calls.** Inbound toll free services are available with the Service. CenturyLink is required by the FCC to state in this Service Exhibit that Customer is prohibited from using any toll free TN, or other TN advertised or widely understood to be toll free, in a manner that would violate FCC rule 47 CFR 64.1504. Additional per minute charges apply to international inbound toll free calls. Additional per minute charges also apply to domestic inbound toll free calls in excess of the quantity of waived minutes shown in the "Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing" section on the applicable Rate Sheet, offer attachment or rate addendum (the "LD/TF Offer"). CenturyLink may modify the LD/TF Offer upon expiration of the Initial Term, including reverting to standard domestic inbound toll free rates. Standard rates for domestic and international toll free service are in the ISS. If Customer negotiated non-standard toll free rates on a quote, Order Form, offer attachment or rate addendum, those negotiated rates will apply to inbound toll free in lieu of the ISS rates or the LD/TF Offer.
- (xi) Operator Services.** Available for calling or credit card billed calls only. No collect or third party billing calls are supported. *Pricing for Operator Services is located in the FCC Operator Services Informational Tariff posted at: [http://www.centurylink.com/tariffs/fcc\\_clc\\_ops\\_t.pdf](http://www.centurylink.com/tariffs/fcc_clc_ops_t.pdf).*
- (xii) Directory Listing.** An additional MRC applies to each basic business white page listing of a telephone number.
- (xiii) Directory Assistance.** A flat per call charge applies to directory assistance.
- (xiv) Receptionist Web Console.** Receptionist web console is a web-based application that provides receptionist console capabilities for Service on a Customer PC. An additional MRC applies for each receptionist web console.
- (xv) Desktop/Mobile Soft Phones.** Desktop and mobile Soft Phones are Internet-based software that allow Customer end users to utilize the calling features of the Service on a Customer Windows/PC, Apple/Mac, Android, or iOS device using available Internet access. Voice quality and the ability to utilize the Soft Phones may be impacted by the availability of Customer's Internet access, Internet capacity and associated Customer-provided hardware limitations. Customer end users must accept a EULA when downloading Soft Phone

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software. Additional charges for available Soft Phones are shown on the Rate Sheet. When purchased with Hosted VoIP, desktop and mobile Soft Phones can only be purchased in conjunction with standard or premium seats. When purchased with SIP Trunk, desktop and mobile Soft Phones can only be purchased in conjunction with premium or mobility seats.

**(xvi) PAC/VPAC.** PAC/VPAC are optional product account authorization codes available with the Service. These authorization codes restrict access to outbound long distance dialing. End users attempting to call long distance outside the authorized group are prompted to enter a code prior to placing the long distance call. Calls are not connected unless a valid code is entered.

**(xvii) Voicemail Transcription.** The voicemail transcription feature transcribes a voicemail into text that is delivered via email. The quality of transcripts varies and in certain cases this feature may not be available. An additional charge applies.

**(xviii) IP Failover.** IP failover is an optional feature where the Approved CPE Router is configured with the ability to route Internet and VoIP traffic to another network in the event the primary Internet connection is interrupted. IP failover is an optional feature at an additional charge. Customer is not entitled to any SLA remedies for periods when IP failover is in effect. CenturyLink recommends Customer and its end users always have an alternative means of accessing 911 services. Customer will notify its end users of these additional limitations.

**(A) IP Failover Standard.** IP failover standard allows Customer to bring its own secondary Internet connection to use for failover scenarios. The secondary Internet connection must have a public IP address and not be restricted by a firewall or other type of device. Customer acknowledges that it might experience several minutes of network downtime while the transition from one network to the other takes place. The secondary Internet connection is not included in the IP failover charge. If the failover connectivity selected by Customer does not have QoS, Customer may experience call quality issues and/or failure of calls to complete at that location, including calls to 911 emergency services.

**(xix) Secure SIP (Hosted VoIP)** – Secure SIP is a Transport Layer Security (TLS) for Session Initiation Protocol (SIP) signaling encryption and Secure Real Time Transport (SRTP) for media encryption is built on top of the current CenturyLink Hosted Trunk product. TLS / SRTP will be activated based on an Add-On Feature attributed to the customer end point device (i.e. – phone or Business Communicator client). There will be no TLS / SRTP supported in the CenturyLink core. All CenturyLink portal and back end network and provisioning systems will be the same as unencrypted traffic. Special configurations will be created in the CenturyLink SBCs to support encryption and delivered to the customers end point devices. Secure SIP has an additional MRC per end user. For Secure SIP only, "end user" is defined as an eligible, approved end point with a MAC address, or registered standalone Business Communicator client sold with a virtual seat.

**(xx) Contact Center Groups.** A contact center group (also known as ACD, Automatic Call Distribution) queues incoming calls in the cloud and distributes the calls to end users within a contact center group. Contact center groups can be added through the Administrator Portal at no additional charge but they require a dedicated telephone number (which is an available TN) for inbound calls. There are two levels of contact center groups: basic and standard. Customer must ensure that the MCC (Maximum Concurrent Calls) settings for that site has an adequate setting to accommodate the contact center group. Each concurrent call in queue and on a physical device associated with that site consumes a call path from the MCC setting. If the MCC is not set to an adequate amount, the maximum number of calls queued may not be realized.

**(A) Contact Center Basic Group.** Only end users with a contact center basic seat or contact center standard seat can be added to a contact center basic group. A contact center basic group does not include supervisor seat functionality, end user login and logout of the queue, real time reporting, or historical reporting. A maximum of 25 calls can be queued in a contact center basic group.

**(B) Contact Center Standard Group.** Only end users with a contact center standard seat or a contact center supervisor seat can be added to a contact center standard group. A contact center standard group includes end user log in and log out of the queue, viewing of queue statistics, and joining/leaving queues as needed via the web client. A maximum of 50 calls can be queued in a contact center standard group.

**(xxi) Contact Center Basic Seat.** A contact center basic seat allows end users to be assigned to a contact center basic group. Contact center basic seats include the same features as a premium seat. There are no login or logout capabilities.

**(xxii) Contact Center Standard Seat.** A contact center standard seat allows end users to be assigned to a contact center standard group. Contact center standard seats include the same features as a premium seat. End users can log in and out of the queue, see queue statistics and join/leave queues as needed via the web client.

**(xxiii) Contact Center Supervisor Seat.** A contact center supervisor seat allows end users to be assigned to a contact center standard group. Contact center supervisor seats include the same features as a premium seat. End users can log in and out of the queue, view queue statistics, join/leave queues as needed via the web client, view real time reporting, access historical reporting on the call queue, and monitor calls via the included web client. Contact center supervisor seats can also monitor contact center standard groups and contact center standard seats.

**(xxiv) Call Recording Components.** Call Recording is a cloud-based component that integrates seamlessly with the Service. Recordings will be stored on CenturyLink servers for the selected storage time period. During that time, recordings can be played directly from the administrative portal or downloaded for playback and storage. All seats within the same group must have the same call recording add-on.

**(A) Call Recording Basic.** Call recording basic add-on allows users to record incoming and outgoing calls based upon the configured recording mode. Recordings will be accessible online by an administrator for 7 days. The maximum recording storage for a call recording basic user is 56 hours for the given 7 day period.

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**(B) Call Recording Standard.** Call recording standard add-on allows users to record incoming and outgoing calls based upon the configured recording mode. Recordings will be accessible online by an administrator for 30 days. The maximum recording storage for a call recording standard user is 240 hours for the given 30 day period.

**(C) Call Recording Premium.** Call recording premium add-on allows users to record incoming and outgoing calls based upon the configured recording mode. Recordings will be accessible online by an administrator for 1 year. The maximum recording storage for a call recording premium user is 2,920 hours for the given 1 year period.

**(D) Compliance.** Customer is responsible for complying with all laws and regulations in connection with its use of the Service, including all applicable call recording law related to Customer's Call Recording components.

**2.2. Service Conditions.** The following conditions apply to the Service:

**(a) Site Conditions.** Customer is responsible for ensuring that its Customer Environment is fully prepared for the convergence of voice and data services during the Term. Customer is responsible for fully understanding how changes in its data network will affect voice quality and reliability of the Service. The addition of new data network applications, increased usage, movement of Customer personnel, and equipment failures can all have an impact on Service using that network. CenturyLink has no liability for Service deficiencies or interruptions caused by failures or malfunctions in the Customer Environment. A CenturyLink representative will assist Customer in a technical interview to determine if the Customer Environment meets the specifications. Customer is responsible for providing all the necessary information to complete the technical interview. If CenturyLink determines that Service is not available at a particular location or if the Customer Environment does not meet the specifications needed to use the Service, CenturyLink has no obligation to provide Service at that location and Customer may terminate the Service without liability for any Cancellation Charge.

**(b) Access.** Customer must provide CenturyLink and/or its representative access to the Customer premises to the extent reasonably determined by CenturyLink for the installation, repair, replacement, inspection and scheduled or emergency maintenance of the Service. The installation NRC covers either a single Customer site visit by a CenturyLink technician (if Service is added to existing Approved Connectivity), or a maximum of two Customer site visits (if installation of the Service includes new Approved Connectivity). If additional site visits are required, time and material charges will apply at CenturyLink's then current rates. Customer is responsible for providing a safe place to work at its premises and complying with all laws and regulations regarding the working conditions at its premises.

**(c) Voice Services (Long Distance and Toll Free).** CenturyLink will provide the voice services under the terms of the Agreement, ISS, and this Service Exhibit

**(i) Description; Service Guide and SLA.** Long Distance accepts domestic and international dedicated long distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Toll Free accepts domestic and international toll free traffic and converts it into IP format for transmission to Customer. The voice services are dedicated offerings. All use of the voice services will comply with and be subject to the Services Guide and applicable sections of the CenturyLink Hosted VoIP and IQ SIP Trunk SLA, which is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The Service Guide is incorporated into this Service Exhibit by this reference. CenturyLink may reasonably modify the Service Guide to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the website.

**(ii) Telemarketing.** With respect to any outbound long distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY CENTURYLINK; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.

**(iii) Non-Completed Calls.** "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

**(iv) International Toll Free.** International Toll Free Service "ITFS"/Universal International Freephone Number "UIFN" billing increments, usage restrictions and descriptions are found in the RSS. All rates are located in the ISS.

**(d) Connectivity and CPE.** Except for IP handsets, which can be included with Hosted VoIP Service, Customer must purchase connectivity and Approved CPE separately. CenturyLink may add to the Approved Connectivity and Approved CPE lists from time to time. The then current lists are available to Customer upon request. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or end users reconfiguring or misconfiguring the Approved Connectivity or Approved CPE.

**(e) Queuing Method.** Customers using CenturyLink IQ Networking Private or Enhanced Ports for Approved Connectivity are strongly encouraged to select Queuing Method ("QM") C, if available. If unavailable, Customers are strongly encouraged to select QM B. If Customer instead selects QM A or QM D, Customer may experience call quality and/or call set-up problems under normal usage patterns. If that occurs, CenturyLink's first troubleshooting step will be to implement QM C or QM B. CenturyLink will thereafter only engage in further troubleshooting if implementing QM C or QM B does not resolve the problem. If changing the QM resolves the call quality and/or set-up problems, Customer agrees to continue using the QM implemented by CenturyLink to resolve the issue.

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**(f) Customer-Owned CPE.** Instead of renting Approved CPE from CenturyLink, Customer may, at its option, utilize Customer-owned CPE with Service. Customer-owned CPE includes CPE purchased from CenturyLink or another CPE vendor. Unless stated otherwise, all Customer-owned CPE used with Service must: (i) be on CenturyLink's Approved CPE list; (ii) be covered by a CenturyLink CPE maintenance plan during the entire Term; (iii) include an operating system that complies with CenturyLink's minimum requirements; and (iv) be re-imaged or programmed by CenturyLink to work with Service. Notwithstanding subpart (iv), CenturyLink will not re-image, program or adjust settings on Customer-owned LAN switches unless Customer purchases separate network management service from CenturyLink. A copy of CenturyLink's current Approved CPE list and list of current minimum operating system requirements are available upon request. Unless Customer purchases CPE maintenance from CenturyLink, CenturyLink will not maintain the Customer-owned CPE. CenturyLink will also not install or maintain operating system software on Customer-owned CPE. Except where Customer has purchased CPE maintenance from CenturyLink on a Customer-owned CPE device, Customer will not be entitled to SLA remedies if Service fails to meet a CenturyLink SLA due to a failure or malfunction of that device.

**(g) Off-Net Call Billing.** Off-Net Call charges are quoted in full minutes. Each domestic Off-Net Call is measured and billed for an initial 18 seconds and rounded up to the next 6 second increment after the first 18 seconds. Domestic Off-Net Calls are also subject to a 30 second MATR per call. If the MATR is not met in a particular month, CenturyLink may add \$0.01 to the per minute charge for all domestic Off-Net Calls during that month. Each international Off-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.

**(h) Unsupported Calls.** The Services do not support collect or third party billing. The Services may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. The Services do not support any outgoing calls from seats that are not associated with an IP Device or Soft Phone (i.e., from Voice Mail Only Seats), unless another telephony device from which the call can be originated via the end user Portal is used. The Services do not support Remote BLAs or Remote SCAs for SIP Trunk. Customer is specifically instructed not to enable Remote BLAs or Remote SCAs on its IP devices used with SIP Trunk.

**(i) Area of use.** The Service is intended to be used only at one of the Customer PPU locations in the United States (not including U.S. territories). Additionally, Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one PPU location in any other location, unless Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section below. 911 emergency calls automatically route to the appropriate 911 center based upon the CenturyLink-Approved 911 Location. If Customer or an end user tries to use the Service (i) at a location other than a CenturyLink-Approved 911 Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States (including in any U.S. territories), they do so at their own risk (*including without limitation, the risk that Customer will not have access to 911 emergency services and/or such activity violates local laws in the jurisdiction where Customer or an end user tries to use the Service*).

**(j) Use of Service at a Temporary Location.** This section applies to Hosted VoIP Service. It only applies to SIP Trunk if Customer purchases the 911 Emergency Service optional feature with SIP Trunk. Customer may temporarily use the Service at a location other than the Customer PPU location only after obtaining CenturyLink's approval either (i) by contacting CenturyLink at 1-877-878-7543 or (ii) by submitting a 911 location change request through the MyAccount: VoIP portal. Customer must submit a 911 location change request both before using Service at the temporary location and before returning to the Customer PPU location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Customer's 911 location change request, CenturyLink will reject the request, or accept and begin processing the request. Customer is responsible for checking the My 911 Location page of the portal to confirm if the request was rejected or accepted. Customer will be notified of the 911 Update Interval (defined in Section 3.1 below) at the time the request is accepted via the *My 911 Location* page of the portal. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Customer's e-mail address of record notifying Customer that 911 service has been successfully moved and is ready for use ("911 Update Confirmation"). In the event Customer does not receive such confirmation by expiration of the 911 Update Interval, Customer agrees to contact CenturyLink at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last CenturyLink-Approved 911 Location. If, upon submission of a 911 location change request, CenturyLink rejects the change request, Customer understands that CenturyLink has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there. To ensure proper routing of calls to 911, Customer and its end users must not install or use IP Devices or Soft Phones with the Service to dial 911 at another address without following the above address change process.

**(k) Compliance.** The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with CenturyLink's ability to provide service to CenturyLink customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; or (v) otherwise violates any laws. Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns.

**(l) Authorized Use.** Customer and its end users are the only parties authorized to access the Service. Customer and its end users are responsible for maintaining the confidentiality of passwords used by Customer and its end users and will ensure that all use of the Service complies with the Agreement and this Service Exhibit. Customer is responsible for unauthorized use of the Service.

**(m) Power Outages; Internet Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment.** The Service will not operate (*including, without limitation, end users will be unable to access emergency 911 services*) if any of the following items fail: (i) power used with the Service; (ii) the Internet connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Internet connectivity under the terms of that service); (iii) the Customer

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Environment; (iv) the Approved Connectivity router; (v) Customer premises routers and switches; or (vi) the IP enabled devices used with the Service. Additionally, the Service will not operate (*including, without limitation, end users will be unable to access emergency 911 services*) (vii) while maintenance work is being performed, (viii) if the SIP signaling interface fails; or (ix) if equipment used with the Service is moved from the Customer PPU location (equipment is assigned to, designated for, or configured for use at one location and may not be used in any other location including without limitation to another location where CenturyLink installed Service). If Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section above, Customer may move the IP Device or Soft Phone only.

**(n) Privacy.** CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of Service to: (i) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (ii) verify AUP compliance and network performance.

**(o) Telephone Numbers.** Customer must provision at least one TN for use with Service. The TNs may be new TNs or Ported TNs. If Customer requests Ported TNs, Customer authorizes CenturyLink to process its order for Service and notify Customer's current carrier of Customer's decision to switch its local, local toll and long distance services to the Service. Customer will be responsible to promptly provide CenturyLink with its Customer Service Record (CSR) from customer's current carrier to facilitate porting of numbers. CenturyLink's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. If Customer does not order new TNs from CenturyLink, and Ported TNs are not ported within 60 days of the Service Commencement Date for a specific location, CenturyLink reserves the right to terminate Service at that location. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service.

**(p) Third Party Billed Services.** The Service does not support billing for third party services such as online subscription services, equipment leases and wireless services. Customer will be responsible for payment of all such charges directly to the third party provider.

**(q) Local Origination.** Customer agrees that the SIP Trunk Diversion Header, ANI and Calling Party Number delivered with each outbound call will accurately reflect the location of the originating party so that appropriate long distance charges may be applied for each call, where applicable. For example, Customer may not utilize tail end hop off routing to route long distance calls across a private WAN VoIP network and drop off the long distance calls to the PSTN as local calls at a remote gateway. Failure to comply will constitute a material breach of the Agreement.

**(r) Sending Alien TNs Over CenturyLink's Network.** CenturyLink allows delivery of outbound calls from Alien TNs, including an 8XX number, to CenturyLink for termination. Customer agrees to send a valid TN as a Calling Party Number, whether the TN is registered with CenturyLink or with other providers. The TN must correctly represent the physical location of the call where the call is originating. All outbound calls made using telephone numbers that are not assigned and ported to Customer will be billed as long distance.

**(s) End User License Agreements.** To utilize certain features of the Service, Customer and its end users must agree to applicable software license agreements governing such software from CenturyLink's software vendors. If Customer or its end users decline, they will not be able to use the applicable features of the Service. All software license agreements are between Customer (including its end users) and CenturyLink's software vendors. CenturyLink has no obligations or responsibility for such software. Customer's sole rights and obligations related to such software, in any way, are governed by the terms of the software license agreements with CenturyLink's vendors. Notwithstanding any provisions in a third-party provider's end user license agreement, if Customer or its end users use the third-party software with Service, the Service will support 911 calling with the software, provided Customer and its end users expressly follow the instructions for 911 calling found in this Service Exhibit and in the 911 advisory for the Service. In part, those instructions state that a Customer end user must not use the third-party software client to dial 911 except from that end user's registered physical location. Use at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying emergency services. CenturyLink strongly recommends Customer and its end users become familiar with all of the functional limitations described in this Service Exhibit and the 911 advisory. The URL to access the CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk 911 advisory is <http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf>. That URL is also found on the Help screen in the end user portal. It is also recommended that Customer and its end users maintain alternative access to 911 services.

**(t) Customer's Use of Third-Party Content.** Customer is responsible for all content it uses in the music on hold feature of the Service. Customer agrees that it has rights from third parties to use any content belonging to others and will not use any content that is unlawful or violates any copyright, trademark or other laws protecting intellectual property. Customer will defend and indemnify CenturyLink, its Affiliates, agents and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to Customer's violation of this provision.

**(u) Ancillary Device PCI Compliance.** Where applicable, ancillary devices used with the Service must be PCI compliant. Customer must work with its third-party vendor to determine if ancillary devices provided by that vendor will work with the Service, and to troubleshoot and correct any issues related to using the ancillary devices with the Service.

**(v) Security.** CenturyLink has implemented reasonable security measures to protect Customers' shared or processed data. However, those measures do not include disaster recovery or data backup services. Customers are solely responsible for storing and backing up sensitive information processed or communicated via the service, including information stored in voicemail. Security measures do not extend to transmission services not owned or controlled by CenturyLink used in connection with services, including SMS text facsimile, and e-mail. If Customers elect to use a non-CenturyLink transmission system to transmit or receive data stored on CenturyLink

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systems (in any format, e.g., .WAV files or speech-to-text). CenturyLink makes no representations regarding the security or compliance of those transmission systems. CenturyLink is not responsible for the security of those transmissions. CenturyLink will not assume nor bear any responsibility for determining whether a non-CenturyLink transmission system is appropriate for transmitting Customer data, or if other security measures are necessary.

**2.3 SLA.** Service is subject to the CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk SLA. The SLA is posted at <http://www.centurylink.com/legal/>. CenturyLink reserves the right to amend the SLA effective upon posting to the website or other notice to Customer. All other services, facilities, and components relating to Service, including without limitation any CPE, the Customer Environment, Routers, the Customer SIP signaling interface, Customer premise switches and routers, devices used with the Service, another carrier's IP network, and the PSTN are not included in the SLA measurement. The SLA credit will provide Customer's sole remedy for any interruptions or deficiencies in the Service.

**3. 911 Emergency Service.**



**POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.**

**3.1 Required Federal Communications Commission ("FCC") Warning.** The FCC requires that CenturyLink inform Customer of potential limitations to 911 services using Service. The Service provides access to 911 emergency service only on stationary devices (and not mobile devices). The Service does not support any outgoing calls, including calls to 911 emergency service from Hosted VoIP or SIP Trunk seats that are not associated to a stationary IP enabled device (e.g. from Voice Mail Only Seats), unless another telephony device from which the call can be originated via the end user Portal is used. 911 emergency services will not be available or may not function properly (e.g., they may not route to the correct public safety answering point or "PSAP") under the following circumstances: (a) if the Service is used at a location other than a CenturyLink-Approved 911 Location in the United States (not including U.S. territories), or if an IP-enabled stationary device is moved within the CenturyLink-Approved 911 Location and not reconfigured; (b) if Customer selects a telephone number that is not associated with the geographic area of the installed service and Customer neglects to ensure that the telephone number is registered for the installed CenturyLink-Approved 911 Location (e.g., if Customer chooses a California number for use in a Colorado location); (c) for initial installation of Service – on average 5 days, but for as long as 30 days after installation of Service due to time required to update 911 databases with customer information; (d) for use of Service at a temporary location – until CenturyLink has completed the 911 Update Interval and sent the 911 Update Confirmation to Customer's e-mail address of record. "911 Update Interval" is approximately 15 minutes, unless further address verification is required, in which case the 911 Update Interval could be up to two business days (**Important:** Customer and end users should always check for the 911 Update Confirmation before using 911 service after a temporary move); (e) if the Service fails or degrades for any reason, such as failures resulting from power outages, CPE failure (e.g., Internet connectivity routers, Customer's data network and equipment, Customer premises switches and routers, phones, handsets, Soft Phones, and other IP-enabled devices), cable cuts, or any Service or broadband outage or degradation (including without limitation, failures caused by suspension or termination of the Service); or (f) while maintenance work is being performed. **For SIP Trunk:** Additionally, CenturyLink does not support Remote BLAs or Remote SCAs on IP Devices used with SIP Trunk. If a Remote BLA or Remote SCA is enabled, and Customer or an end user make a 911 call from the Remote BLA or Remote SCA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the telephone number assigned to the Remote BLA or Remote SCA, and not to the 911 location of the calling party. For example, if an end user has a Remote BLA or Remote SCA for a colleague in Chicago on a phone located in San Francisco, and end user in San Francisco places a 911 call on the Remote BLA or Remote SCA line, emergency services will be routed to the 911 location in Chicago associated with the phone number of the Remote BLA or Remote SCA, not to the 911 location in San Francisco.

**3.2 Additional Information Regarding the Limitations of 911 Services.** When dialing 911 with the Service, end users should always state the nature of the emergency, and include end user location and number. The default PSAP may not be able to call the end user back if the call is not completed, is dropped or is disconnected, or if end user is unable to tell the PSAP their number and physical location. **For Hosted VoIP:** The PSAP to which the call is directed will be based on the street address and Calling Party Number for the CenturyLink-Approved 911 Location. The Calling Party Number will be delivered to the PSAP with the 911 call and the PSAP will have the CenturyLink-Approved 911 Location associated with that Calling Party Number. End user user's CenturyLink-Approved 911 Location may not sufficiently pinpoint the specific location of the emergency; therefore, end users must immediately tell the dispatcher the specific location of the emergency so the PSAP can locate the end user and assist with the emergency. **Remote BLA/SCA Limitation for Hosted VoIP:** The Remote BLA or Remote SCA VoIP functionality for the VoIP Service allows Customer to program its equipment to ring in two 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. **For SIP Trunk:** Enhanced 911 allows for 911 calls to be pinpointed to the specific location of the end user. If Customer does not add the Enhanced 911 feature, the location directed to the PSAP receiving the call will be based on the street address for the PPU where SIP Trunk is installed. The location indicated to the PSAP with the 911 call will have the TN for the PPU where SIP Trunk is installed and the address associated with that number, which may be different from the number from which an end user is calling 911 based on the options Customer has selected for its PBX and/or IAD, the PPU address may not sufficiently pinpoint the specific location of the emergency; therefore, end users must immediately tell the dispatcher their phone number and the specific location of the emergency so the PSAP can call the end user back if the call is not completed or is disconnected, enabling responders to locate the end user and assist with the

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emergency. If Customer orders the Enhanced 911 optional feature with SIP Trunk, the "For Hosted VoIP" provisions of this section will apply in lieu of the "For SIP Trunk" provisions of this section.

**CENTURYLINK RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.**

**3.3 No Privacy Rights.** Customer acknowledges that there is no right of privacy with respect to the transmission of number, name, or address when the Service is used to access 911 or other numbers used in conjunction with 911 or similar emergency services, either by Customer or end users.

**3.4 Customer Must Notify End Users of 911 Limits.**

Customer will notify all end users (a) of the limitations on access to 911 emergency service described in the Agreement and this Service Exhibit; and (b) that access to 911 emergency service and an appropriate PSAP is only available at the CenturyLink-Approved 911 Location and is not available using an IP enabled mobile device. CenturyLink will provide labels that will indicate that 911 service has limited availability and functionality when used with Service, and CenturyLink recommends that the labels be placed on or near the equipment associated with the Services. Additionally, when Customer end users use a Soft Phone with CenturyLink-provided VoIP services, a 911 warning will appear on the Soft Phone device. The end user will need to click on the display to acknowledge the warning. Customer should direct its end users to the following URL to review these 911 Emergency Service limitations: <http://www.centurylink.com/legal/HVIO/SIP/911advisory.pdf>.

**3.5 Limitation of Liability.** CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. CUSTOMER AGREES TO DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, CUSTOMER'S FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES WHERE IP ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, CUSTOMER'S FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR CUSTOMER'S MOVEMENT OF AN IP ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE SERVICE SYSTEMS).

**3.6 Use of SIP Trunk Diversion Headers on 911 Calls (for SIP Trunk only).** Customer may only use SIP Trunk Diversion Headers when using the Call Forwarding feature with 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.

**3.7 911 Calls from Alien TNs.** 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 Alien 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.

**3.8 Acknowledgement of 911 Limitations.** By initialing below, Customer acknowledges that CenturyLink has advised it of the 911 limitations set forth in this Service Exhibit, that Customer understands this information, and that Customer accepts the Service with these limitations. Using CenturyLink's electronic signature process for this Acknowledgment is acceptable.

**PRINT CUSTOMER NAME:** \_\_\_\_\_

**PRINT CUSTOMER REPRESENTATIVE'S NAME:** \_\_\_\_\_

**CUSTOMER REPRESENTATIVE'S INITIALS:** \_\_\_\_\_

**4. Term; Cancellation.** This Service Exhibit will commence upon the Service Commencement Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Service Commencement Date) and continue for the duration of the Term. Service at a Customer location will commence on the Service Commencement Date for that location, and continue for the Initial Term shown in the Pricing Attachment. The Service Commencement Date and commencement of billing for Service will not depend on completion of telephone number porting. Upon the expiration of the Initial Term, Service will automatically renew for consecutive Renewal Terms, unless either party elects to cancel Service by providing written notice thereof at least 60 days prior to the conclusion of the Term. The Minimum Service Term for Hosted VoIP and SIP Trunk is six months from the Service Commencement Date. Customer will remain liable for charges accrued but unpaid as of the cancellation date of Service, including charges for Service used by Customer or its end users if cancellation has been delayed for any reason, such as delays for porting Customer telephone numbers to another carrier. If Service is canceled by Customer for reasons other than Cause (including upon the expiration of the Term), or by CenturyLink for Cause, such that the total MRC for Customer's Hosted VoIP and SIP Trunk installed at the end of a month is at least 25% less than the total MRC for Customer's Hosted VoIP and SIP Trunk installed the immediately preceding month, Customer will also pay to CenturyLink a Cancellation Charge equal to: (a) the amount of any NRC discount or waiver that CenturyLink granted to Customer for the canceled Service if the cancellation occurs before the end of the Term; (b) 100% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the Minimum Service Term; and (c) 35% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the Term

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other than during the Minimum Service Term. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment).

**5. Charges.** Charges for the Service are as set forth in the Pricing Attachment, Order Form, a signed CenturyLink issued quote and on the applicable Rate Sheet. If new Service elements are added to Service after the Agreement or Amendment Service Commencement Date, the parties will either sign an amendment adding pricing for the new Service elements, or Customer will pay CenturyLink's list rates for the new Service elements. CenturyLink's list rates for new Service elements are available in either the Rate Sheet or in a separate document posted on-line and referenced in the Rate Sheet. The Net Rates will be used to calculate Contributory Charges. Charges will commence within five days of the Service Commencement Date. Customer will not be eligible for any offers, discounts or promotions other than those specifically set forth in the Agreement and this Service Exhibit. Service will remain taxed based on the primary location where Customer utilizes Service, and not on a temporary CenturyLink-Approved 911 Location. Domestic and international Off-Net Call charges and inbound toll free charges, can be modified immediately upon notice to Customer (including without limitation, upon CenturyLink's posting such modifications in the website(s) designated by CenturyLink for that pricing, or providing any other notice to Customer).

**6. AUP.** All use of the Services will comply with the AUP, posted at <http://www.centurylink.com/legal> and incorporated by reference into this Service Exhibit. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the website. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, websites, and products.

**7. E-Mail Information/Updates.** Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service. Customer further agrees to provide CenturyLink with any and every change to its e-mail address by updating its e-mail address on the My Settings/My Profile tab of the MyAccount: VoIP portal.

**8. Service Upgrades/MACDs.** CenturyLink reserves the right to modify the Upgrade and MACD charges at any time without notice to Customer.

**8.1 Addition of Hosted VoIP Seats or SIP Sessions During Term.** Customer may add additional Hosted VoIP seats or SIP Trunk Sessions to existing Service at a Customer location at any time during the Term (an "Upgrade"). For Upgrades during the Initial Term, the Hosted VoIP seat and SIP Trunk Session rates shown in the Pricing Attachment or Rate Sheet will apply. If Customer adds more seats per site than can be accommodated by the CPE used Service, Customer will be responsible for renting or purchasing additional or replacement CPE to accommodate the additional seats. The additional or replacement CPE must be on the CenturyLink Approved CPE list. Customer agrees that each Hosted VoIP seat and SIP Trunk seat will have its own Minimum Service Term commencing on the Service Commencement Date for the seat. The Cancellation Charge provisions in the "Term; Cancellation" section will also apply to Hosted VoIP seats and SIP Trunk Sessions added during the Term.

**8.2 MACDs.** "MACD" means move, add, change, disconnect. Customer may also at any time request changes to its Service requiring configuration management, such as adding TNs (a "MACD"). The charge for remote configuration support is shown in the Service Upgrades/MACD Pricing table on the Rate Sheets. Charges for on-site configuration management will be quoted prior to dispatch of the technician to Customer's location, and will be at CenturyLink's then-current rates for on-site dispatch.

**8.3 Switches.** If necessary, Customer's existing Switch(es) may be replaced to support an Upgrade. If there is a replacement, any Rental CPE Switch(es) associated with Customer's Service must be returned to CenturyLink within 15 days of new Switch installation. If the Switch(es) are not returned, Customer must pay to CenturyLink a charge for non-return of the Switch(es) as indicated in the "Rental CPE" section below.

**9. Rental CPE.**

**9.1 General.** CenturyLink will provide Customer with rental customer premises equipment and software license offerings (collectively, "CPE") and CPE installation and maintenance ("Service") for use with Service under the terms set forth in this section and the Agreement. CPE, as defined herein, does not include CPE purchased by Customer.

**9.2 Eligibility.** In order to qualify for rental of CPE under this section, Customer must also purchase CenturyLink Hosted VoIP or CenturyLink IQ SIP Trunk ("Underlying Service"). This section will not apply to Rental CPE ordered for use with other services, including any routers or switches rented for use with Approved Connectivity.

**9.3 Delivery; Return.** Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by CenturyLink to the Customer location as identified in writing by Customer. CPE will be installed as designated herein or as the parties otherwise agree. Except as otherwise provided in the Agreement, upon termination of Service, or when Customer replaces CPE with upgraded models, Customer must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement. CenturyLink will provide Customer with return instructions. Customer will deliver CPE to CenturyLink in the same condition it was on the Service Commencement Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If CPE is not returned within 15 calendar days, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and CenturyLink may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost"), plus a \$100 administrative charge per CPE device.

**9.4 Ownership and Use.** Except as provided in the "Delivery; Return" section, CPE is the personal property of CenturyLink, its designee or a third party provider, even if attached to Customer's real property or any improvements, and are held by Customer subordinate to the rights of CenturyLink. Customer will at its own expense, keep the CPE free of any encumbrances; and not alter or affix

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anything to the CPE, except as approved by CenturyLink in writing. CenturyLink may inspect the CPE at any time. Following delivery, Customer bears the entire risk of loss or damage to the CPE from any cause (collectively, "Loss"), until returned to CenturyLink. Customer will advise CenturyLink in writing within five business days of any Loss. A Loss will not relieve Customer of its payments obligations.

**9.5 Software License.** Software licensor retains title to the software. To the extent possible, CenturyLink grants Customer a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Customer's own internal business use of such software and only on or with the designated CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Customer may not reverse engineer, decompile, disassemble the CPE, or otherwise attempt to derive the source code of the software. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

**9.6 Insurance.** At its own expense, after delivery of the CPE, Customer will maintain the following insurance: (i) "All-Risk" property insurance covering the CPE for full replacement value, naming CenturyLink or a CenturyLink-designated third-party provider as a loss payee; and (ii) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate, naming CenturyLink by endorsement as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A-VII (A-7). Upon request, Customer will provide insurance certificates evidencing such insurance.

**9.7 Charges.** The MRC for rental of an IP handset is included in the applicable Hosted VoIP seat MRC. IP handsets are not included with SIP Trunk seats. Charges will commence within five days of Service Commencement Date. CenturyLink may cease providing Service and demand return of CPE if payment is past due.

**9.8 CPE Replacement Recovery Charge.** Where CPE rented from CenturyLink is replaced due to loss or damage not covered by maintenance under the applicable Detailed Description (for example, damage from accident, misuse or abuse), Customer will pay: (A) the Replacement Cost for the damaged CPE, and (B) a one-time charge to cover CenturyLink's cost to ship the new CPE. If Customer requires on-site assistance from CenturyLink to install the replacement CPE, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Rental CPE section will continue to apply. Replacement CPE may or may not be the same model.

**9.9 Term.** CPE and Service ordered during a Term will commence on the Service Commencement Date and continue for the duration of the Initial Term ("CPE Term"). CPE and Service automatically renew on a month-to-month basis at then-current rates when the CPE Term expires. If Customer terminates the Agreement or any CPE and Service prior to CPE-Term expiration for reasons other than Cause, Customer will pay to CenturyLink: (i) all charges for CPE and Service provided through the termination date; and (ii) a Cancellation Charge of 100% of the MRC times the number of months remaining in the CPE Term.

**9.10 Safety Compliance.** Customer will indemnify and hold CenturyLink harmless from any liability arising from Customer's failure to inform CenturyLink of Hazardous Substances. "Hazardous Substance" means a substance regulated by any safety regulation and includes, without limitation, asbestos.

**9.11 Routers.** Router rental and maintenance provisions under this Service Exhibit apply only if Customer is purchasing a la carte CenturyLink Approved Connectivity with Service, and renting Routers from CenturyLink for use with Service. If Customer is purchasing CenturyLink Data Bundle Approved Connectivity for use with Service, rental and maintenance of Routers will be governed by the Data Bundle and Rental CPE terms and conditions. If Customer elects to rent Routers for use with Service, the MRC for Router rental and maintenance is not included in the seat MRC, and will be shown in a separate Rental CPE Rate Attachment or the Rate Sheet. The Routers provided with Service vary depending on the port speed and number of seats Customer orders for a location.

**9.12 Maintenance and Configuration Changes.** CenturyLink will perform all maintenance and configuration of any Rental CPE Routers, which will be password protected upon installation. In some cases, CenturyLink may use repackaged Rental CPE, or substitute Rental CPE with another CPE device at CenturyLink's sole discretion. ~~Rental CPE maintenance is provided under the terms and conditions of the applicable Detailed Description available at: <http://www.centurylink.com/legal/> and incorporated by reference. The Detailed Description for ProMET® Remote Standard maintenance covers CenturyLink-provided 8x5 next business day ("NBD") remote maintenance and applies to IP Devices. The Detailed Description for ProMET® On-Site Standard maintenance covers 8x5 NBD on-site maintenance and applies to Routers maintained by CenturyLink. The Detailed Description for Manufacturer Maintenance applies to Routers maintained by the Rental CPE manufacturer. Maintenance included with Service does not apply to routers or other devices provided with Approved Connectivity. CenturyLink may change the Detailed Descriptions at any time with the change effective upon posting.~~

**9.13 Additional Limitation of Liabilities.** If CPE contains a firewall or other security features, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of Service will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Customer's use of CPE, Service or an Underlying Service Customer will nonetheless be liable for payment for all CPE, Service and Underlying Service provided by CenturyLink.

**10. Alternate Carrier Connectivity.** This section applies if Customer purchases connectivity (Internet access / local access) from a carrier other than CenturyLink ("Alternate Carrier") instead of purchasing Approved Connectivity.

**10.1 CenturyLink Responsibilities.** Customer agrees that CenturyLink will provide Service over connectivity from the Alternate Carrier under the following conditions:

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- (a) CenturyLink will only troubleshoot voice quality/connectivity issues at locations where CenturyLink Approved Connectivity is used. If Customer experiences Service performance issues at any location using an Alternate Carrier, CenturyLink's sole obligation will be to provide basic firewall settings and IP phone or software client configurations to Customer. CenturyLink will not troubleshoot voice quality/connectivity issues at locations using an Alternate Carrier and CenturyLink will not work with an Alternate Carrier on behalf of Customer.
- (b) CenturyLink does not guarantee the quality of Service or that Service will perform as described in the Service Exhibit at locations using an Alternate Carrier. This includes, but is not limited to, placing and receiving calls (including 911 calls), transmission of data, use of optional features, and use of IP phones, soft phones and/or portals.
- (c) Customer is not required to use equipment on CenturyLink's Approved CPE list or equipment that is covered by a CenturyLink CPE maintenance plan for locations using an Alternate Carrier. However, if Customer uses such equipment, Customer acknowledges that CenturyLink will not support the CPE devices at such Customer locations.
- (d) Regardless of any provisions to the contrary in the Agreement, CenturyLink shall have no liability whatsoever for Service issues at locations using an Alternate Carrier related to or caused by failure of: (i) the Alternate Carrier's connectivity, (ii) any equipment provided by the Alternate Carrier, (iii) any Customer-provided equipment that is not on CenturyLink's Approved CPE list, or (iv) any Customer-provided equipment that is on CenturyLink's Approved CPE list that is not covered by a CenturyLink maintenance agreement. Customer is not entitled to any SLA remedies for Service performance issues at locations using an Alternate Carrier

**10.2 Customer Responsibilities.**

- (a) Customer will be responsible for troubleshooting all QoS and connectivity issues for sites using an Alternate Carrier including, but not limited to, engaging the Alternate Carrier on outage and quality issues.
- (b) If Customer experiences Service performance issues at a site using an Alternate Carrier, Customer will bring the IP phone to an Approved Connectivity location for testing. If the IP phone works properly at the Approved Connectivity location, CenturyLink will have no further obligation to perform testing or repair of the Service or IP handset, and will have fulfilled its obligation to Customer with regard to Service and IP handset performance.
- (c) Customer will provide CenturyLink its service location(s), trunk location(s), address(es), service details per location, including but not limited to type and number of seats and sessions, and any other information necessary for the provision of the Service as requested by CenturyLink.

**10.3 Additional Service Limitations, including 911 Calling.** The parties agree that the following additional limitations, including limitations related to 911 calling, will apply to Service at Customer locations using an Alternate Carrier. Customer will notify its end users of the following additional limitations:

Where Customer does not use Approved Connectivity to transport CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk to or from a Customer location, and the connectivity selected by Customer does not have QoS, Customer may experience call quality issues and/or failure of calls to complete at that location, including calls to 911 emergency services. CenturyLink recommends Customer and its end users always have an alternative means of accessing 911 services.

**11. Other Terms.**

**11.1 General.** Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

**11.2 Cancellation and Termination Charges.** This section replaces Section 4.6, the Cancellation and Termination Charges set forth in the Agreement:

**Termination.** Either party may terminate a specified Service: (a) as set forth above with 60 days' prior written notice to the other party, or (b) for Cause. Customer may cancel an Order (or portion thereof) for Service prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. If Customer does so, Customer will pay CenturyLink the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date. If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the termination charges set forth above, in addition to any and all charges that are accrued but unpaid as of the termination date.

**11.3 Installation, Maintenance and Repair.** The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

**11.4 Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at:

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[BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at: [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

**11.5 Access Arbitrage.** If CenturyLink determines the number of calls routed by Customer via Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply to 95% of their high cost minutes an inbound and outbound per minute fee of \$0.10 for switched Services and \$0.05 per minute for dedicated Services. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. "Access Arbitrage" is the methodology used by Customer to exploit or benefit from the difference between the rates for CenturyLink voice Services and the originating or terminating charges imposed by the Local Exchange Carrier, which includes: (i) using switching equipment or a call processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate and systematically route calls to CenturyLink characterized by a greater discrepancy between the access costs and the price charged by CenturyLink;(ii) routing calls through a call processing system where the percentage of high cost minutes routed to CenturyLink using the Service exceeds 11.4%; (iii) segregating calls within another carrier's network or a call processing system to systematically route calls to CenturyLink where the access costs exceed the price of long distance service provided by CenturyLink; (iv) transporting intrastate traffic into a different state in order to cause the traffic to be rated by CenturyLink at a lower Interstate rate than would otherwise apply; or (v) any other means to exploit or benefit from the difference between the rates for Services and the originating or terminating access charges imposed by the local exchange carrier.

**11.6 Acceptable Use Policy and Use of Service.** CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, (d) violates the Use of Service terms or compliance terms, and (e) fails to comply with all applicable call recording laws. Customer may have obligations under 47 CFR 9.5 relating to 911 if Customer combines the Service with other products creating a VoIP or VoIP-like service that facilitates the transmission of voice services.

**11.7 CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

**11.8 Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit and then the Agreement.

**11.9 HIPAA.** CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

**11.10 Fees.** Charges for certain Services are subject to (a) a property tax surcharge of 4.75% and (b) a cost recovery fee of 5.1% per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit <http://www.centurylink.com/taxes>. Additional rates, charges and fees for Service elements not identified in the Agreement are located in the applicable Tariff. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

**MICTA MEMBER PARTICIPATION AGREEMENT  
CENTURYLINK IQ® HOSTED VOICE AND CENTURYLINK IQ® SIP TRUNK SERVICE EXHIBIT**

**PRICING ATTACHMENT**

1. **Hosted VoIP Pricing (Applicable to Hosted VoIP Service Only).** CenturyLink will charge Customer, and Customer will pay, the rates set forth below and in a signed CenturyLink issued quote or Order Form for Service, which will reference this Agreement. The Initial Term is set forth in the quote or Order Form.

**CenturyLink IQ SIP Trunk Pricing (Sessions and Seats)**

SESSION TYPE PRICING (Per Session)	1 Year Term		2 Year Term		3 Year Term	
	1-100 Sessions	101+Sessions	1-100 Sessions	101+Sessions	1-100 Sessions	101+Sessions
Usage Session	\$ 9.00	\$ 8.00	\$ 9.00	\$ 8.00	\$ 9.00	\$ 8.00
Standard Session	\$ 20.00	\$ 18.00	\$ 19.00	\$ 17.00	\$ 18.00	\$ 16.00
Enterprise Session	\$ 22.00	\$ 20.00	\$ 21.00	\$ 19.00	\$ 20.00	\$ 18.00

SEAT TYPE PRICING (Per Session)	MRC			NRC
	1 Year Term	2 Year Term	3 Year Term	
Basic	\$ 0.25	\$ 0.25	\$ 0.25	\$ -
Standard	\$ 0.25	\$ 0.25	\$ 0.25	\$ -
Premium	\$ 3.00	\$ 3.00	\$ 3.00	\$ -
Mobility	\$ 2.50	\$ 2.50	\$ 2.50	\$ -
Voice Mail	\$ 5.95	\$ 5.95	\$ 5.95	\$ -
Virtual Seat (1 to 50 Seats)	\$ 15.00	\$ 14.00	\$ 13.00	\$ -
Virtual Seat (51 to 150 Seats)	\$ 14.00	\$ 13.00	\$ 12.00	\$ -
Virtual Seat (151+ Seats)	\$ 13.00	\$ 12.00	\$ 11.00	\$ -

**CenturyLink IQ SIP Trunk Pricing (Long Distance)**

Bundled Local/Long Distance (Combined Seats+Sessions)	Local Mon. Incl.	LD Min. Incl.				LD Overage Rate
		1-20 Seats+Sessions	21 - 35 Seats+Sessions	36 - 50 Seats+Sessions	51+ Seats+Sessions	
Standard Session	Unlimited	3,000	5,000	7,000	10,000	\$0.03
Enterprise Session	Unlimited	3,000	5,000	7,000	10,000	\$0.03

Metered Local/Long Distance	Local Metered Rate	Dedicated 1+		Dedicated Toll-Free	
		Interstate Rate	Intrastate Rate	Interstate Rate	Intrastate Rate
Usage Session	Unlimited	\$0.03	See SIP Trunk LD Table	\$0.03	See SIP Trunk LD Table

1.1 **Hosted VoIP Seat Pricing. (Applicable to Hosted VoIP Service Only).** The following pricing table replaces the "Seat Pricing and Phone Pricing" tables in the applicable Rate Sheet. The following Seat charges will apply for Hosted VoIP seats initially ordered and for seats added during the Initial Term. See also Voice Mail Only Seat pricing in the Hosted VoIP Additional Charges pricing table located on the MiCTA ratesheets.

1.2. **Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing ("LD/TF Pricing"):** Terms and pricing for LD/TF Offer are found in the Long Distance and Toll Free Rate Addendum.

1.3 **Hosted VoIP Additional Charges.** The following pricing table replaces the "Optional Features and Other Charges" table in the applicable Rate Sheet. Please see the Rate Sheet for Hosted VoIP Service for other charges, which includes Upgrade/MACD charges and other charges.

Component	MRC/Rate	NRC
Hunt Groups (per Hunt Group)	\$4.95	\$10.00
Hosted VoIP Voicemail for Group Features (per Group)	\$5.95	N/A
Auto Attendant (per Auto Attendant)	\$14.95	\$10.00
Anywhere TNs (per Anywhere TN)	\$21.95	\$10.00
Receptionist Web Console (per console)	\$49.00	N/A

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Component	MRC/Rate	NRC
Business Communicator (Soft Phone for PC with Windows or MAC, iOS or Android tablets or mobile devices) (per Business Communicator) – Voice and Video Calling only (per Seat)	\$2.95	N/A
Business Communicator Collaboration (Soft Phone for PC with Windows or MAC, iOS or Android tablets or mobile devices) (per Business Communicator) – Voice/Video Calling with IM and Presence (per Seat)	\$5.95	N/A
Voice Mail Only Seat (per Voice Mail Only Seat) <i>911 calls cannot be made from a voice mail only seat</i>	\$5.95	N/A
Available TNs (new and ported) (per Available TN) <sup>1</sup> <i>An available TN is an unallocated TN Customer retains in a pool for later use.</i>	\$0.25	N/A
Basic business white page listing (MRC per listing) <sup>2</sup>	\$1.95	N/A
Directory Assistance (per call)	\$1.99	N/A
IP Failover Standard (per Circuit)	\$9.95	N/A
Secure SIP (Encryption)	\$2.95	N/A
Voice Mail Transcription (per Seat)	\$2.95	N/A
International Off-Net Calls (per minute)	See the Hosted VoIP International Off-Net Call Price List at <a href="http://www.centurylink.com/small-business/products/voip/contracts/voip_ild.xls">www.centurylink.com/small-business/products/voip/contracts/voip_ild.xls</a> (for an Agreement or Amendment adding Hosted VoIP Service with a Service Commencement Date before 6/22/15) or <a href="http://qwest.centurylink.com/legal/ildctaexp/STANDARD/v4.doc">http://qwest.centurylink.com/legal/ildctaexp/STANDARD/v4.doc</a> (for an Agreement or Amendment adding Hosted VoIP Service with a Service Commencement Date on or after 6/22/15) <sup>5</sup>	
Extended Wiring NRC (per circuit) (if provided by CenturyLink) <sup>3</sup>	N/A	\$276 per circuit
PAC/VPAC (per product account) <sup>4</sup>	N/A	\$15.00
Call Recording Basic (per seat add-on)	\$9.95	N/A
Call Recording Standard (per seat add-on)	\$12.95	N/A
Call Recording Premium (per seat add-on)	\$24.95	N/A

<sup>1</sup> The Available TN MRC applies to any TNs over the initial TNs included with the HV seats

<sup>2</sup> Customer will be charged \$1.95 per month for each white page listing. Purchase of a white page listing will include a yellow page listing at no additional charge for Qwest Corporation, d/b/a CenturyLink QC In-Region locations only. "In-Region" means CenturyLink QC's 14-state local service territory.

<sup>3</sup> CenturyLink will automatically include Extended Wiring on all new installation orders at the charge appearing in the pricing table. The charge applies to each circuit requiring Extended Wiring. (For example, if Customer orders a 2XDS1 circuit, the Extended Wiring charge will be 2 x \$276, or \$552.) CenturyLink will determine whether Extended Wiring is required at Customer premises at the time of installation. If not required, a supplemental order will be placed to remove this charge. If the Extended Wiring NRC was billed to Customer when no Extended Wiring was required, Customer will be entitled to a credit for the Extended Wiring NRC actually charged.

<sup>4</sup> Per product account means per CenturyLink IQ Networking port or primary host location.

<sup>5</sup> Hosted VoIP Service does not include worldcard. Customer may purchase worldcard under a separate service.

## 2. CenturyLink IQ SIP Trunk Pricing:

**2.1 CenturyLink IQ SIP Trunk – Session and Seat Pricing.** The following pricing table replaces the "Session and Seat Pricing" table in the applicable Rate Sheet. The following charges will apply for SIP Trunk Sessions and seats initially ordered and for SIP Trunk Sessions and seats added during the Initial Term. See also Voice Mail Only seat pricing on the applicable Rate Sheet.

**2.2 CTAC Customer Support.** The following charges apply for CTAC Customer Support. Charges are not prorated. Service is subject to availability.

CTAC Customer Support		Monday through Friday 8:00 AM – 6:00 PM, Local Time	Monday through Friday 6:00 PM – 8:00 AM, Local Time	Saturdays	Sundays and Holidays
<b>Install</b>	First hour (minimum charge)	\$175.00	\$262.50	\$262.50	\$350.00
	Each 30 minute increment after first hour	\$87.50	\$131.25	\$131.25	\$175.00
<b>Repair</b>	First hour (minimum charge)	\$250.00	\$375.00	\$375.00	\$500.00
	Each 30 minute increment after first hour	\$125.00	\$187.50	\$187.50	\$250.00

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**2.3. Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing (“LD/TF Pricing”):** Terms and pricing for LD/TF Offer are found in the Long Distance and Toll Free Rate Addendum.

**2.4. CenturyLink IQ SIP Trunk Additional Charges.** The following pricing table replaces the “Optional Features and Other Charges” table in Section 1 of the applicable Rate Sheet. Please see the Rate Sheet for SIP Trunk Service for additional charges, which includes Upgrade/MACD charges and other charges

Component	MRC/Rate	NRC
Hunt Groups (per Hunt Group)	\$4.95	\$10.00
Voice Mail for Group Features (per Group)	\$5.95	N/A
Auto Attendant (per Auto Attendant)	\$14.95	\$10.00
Business Communicator (Soft Phone for PC with Windows or MAC, iOS or Android tablets or mobile devices) (per Business Communicator) – Voice and Video Calling only (per Seat)	\$2.95	N/A
Business Communicator Collaboration (Soft Phone for PC with Windows or MAC, iOS or Android tablets or mobile devices) (per Business Communicator) – Voice/Video Calling with IM and Presence (per Seat)	\$5.95	N/A
Receptionist Web Console (per console)	\$49.00	N/A
Available TN (new and ported) (per Available TN) <sup>1</sup> <i>An available TN is an unallocated TN Customer retains in a pool for later use.</i>	\$0.18	N/A
Anywhere TN (find me/follow me) (per Anywhere TN)	\$21.95	\$10.00
Enhanced E911 service (per TN) <sup>9</sup>	\$0.10	N/A
Alien TN 911 Service Call (per Incident)	N/A	\$75.00
PAC/VPAC (per Product Account) <sup>2</sup>	N/A	\$15.00
Basic business white page listing (MRC per listing) <sup>3</sup>	\$1.95	N/A
IP Failover Standard (per Circuit)	\$9.95	N/A
Voice Mail Transcription (per Seat)	\$2.95	N/A
Directory Assistance (per call)	\$1.99	N/A
International Off-Net Calls (per minute)	See the SIP Trunk International Off-Net Call Price List at <a href="http://www.centurylink.com/small-business/products/voip/contracts/voip_ild.xls">www.centurylink.com/small-business/products/voip/contracts/voip_ild.xls</a> (for an Agreement or Amendment adding SIP Trunk Service with an Effective Date before 6/22/15) or <a href="http://qwest.centurylink.com/legal/ildctaexp/STANDARD/v4.doc">http://qwest.centurylink.com/legal/ildctaexp/STANDARD/v4.doc</a> (for an Agreement or Amendment adding SIP Trunk Service with an Effective Date on or after 6/22/15) <sup>7</sup>	
VoIP Expedited Installation Charge (per Enterprise) <sup>4</sup>	N/A	\$500.00
Extended Wiring NRC (per circuit) (if provided by CenturyLink) <sup>5</sup>	N/A	\$276 per
SIP REFER (per Session) <sup>6</sup>	N/A	N/A
Call Recording - Basic	\$9.95	N/A
Call Recording - Standard	\$12.95	N/A
Call Recording - Premium	\$24.95	N/A
Adtran TA924E (2 <sup>nd</sup> Gen) Refurbished IAD for up to 2 PRI handoff <sup>8</sup>	\$49.00	N/A
Domestic Outbound Off-Net LD/Domestic Inbound 8XX Plan Fee	\$0.01 <sup>10</sup>	N/A

<sup>1</sup> The Available TN MRC applies to any TNs over the initial TNs included with the SIP Trunk seats. For an Agreement or Amendment adding SIP Trunk Service with an Effective Date before 2/11/19 the effective rate is \$0.25.

<sup>2</sup> Per Product Account means per CenturyLink IQ Networking port or primary host location.

<sup>3</sup> Customer will be charged \$1.95 per month for each white page listing. Purchase of a white page listing will include a yellow page listing at no additional charge for Qwest Corporation, d/b/a CenturyLink QC In-Region locations only. “In-Region” means CenturyLink QC’s 14-state local service territory.

<sup>4</sup> Per Enterprise means company-wide across all Customer locations.

<sup>5</sup> CenturyLink will automatically include Extended Wiring on all new installation orders at the charge appearing in the pricing table. The charge applies to each circuit requiring Extended Wiring. (For example, if Customer orders a 2XDS1 circuit, the Extended Wiring charge will be 2 x \$276, or \$552.) CenturyLink will determine whether Extended Wiring is required at Customer premises at the time of installation. If not required, a supplemental order will be placed to remove this charge. If the Extended Wiring NRC was billed to Customer when no Extended Wiring was required, Customer will be entitled to a credit for the Extended Wiring NRC actually charged.

<sup>6</sup> CenturyLink is not currently charging for the SIP REFER feature. However, CenturyLink reserves the right to begin charging for this feature in the future.

<sup>7</sup> SIP Trunk Service does not include worldcard. Customer may purchase worldcard under a separate service.

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<sup>8</sup> This item is covered under the CPE Rental terms and conditions found in associated services being sold with IQ SIP Trunk. This CPE does the SIP to TDM conversion for PRI hand off at the customer premise. Additionally, this hardware does not include SBC capabilities.

<sup>9</sup> For an Agreement or Amendment adding SIP Trunk Service with an Effective Date before 7/31/18 the effective rate is \$1.00 MRC.

<sup>10</sup> CenturyLink will automatically include a Plan Fee of \$0.01 and apply a waiver to negate the fee to zero on the customer invoice. This fee is for tracking purposes only.

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**ATTACHMENT A  
WARNING LABELS (US)**

**WARNING:**  
**E911 Service May be Limited or Not Available**  
Emergency Calling Service/E911 will not be available if  
1. Your broadband/interconnect connection has failed or is disconnected  
2. Your electrical power is disrupted  
3. The current location of your handset has not been registered with your service provider  
  
If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**  
**E911 Service May be Limited or Not Available**  
Emergency Calling Service/E911 will not be available if  
4. Your broadband/interconnect connection has failed or is disconnected  
5. Your electrical power is disrupted  
6. The current location of your handset has not been registered with your service provider  
  
If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**  
**E911 Service May be Limited or Not Available**  
Emergency Calling Service/E911 will not be available if  
7. Your broadband/interconnect connection has failed or is disconnected  
8. Your electrical power is disrupted  
9. The current location of your handset has not been registered with your service provider  
  
If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**  
**E911 Service May be Limited or Not Available**  
Emergency Calling Service/E911 will not be available if  
10. Your broadband/interconnect connection has failed or is disconnected  
11. Your electrical power is disrupted  
12. The current location of your handset has not been registered with your service provider  
  
If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**  
**E911 Service May be Limited or Not Available**  
Emergency Calling Service/E911 will not be available if  
13. Your broadband/interconnect connection has failed or is disconnected  
14. Your electrical power is disrupted  
15. The current location of your handset has not been registered with your service provider  
  
If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**  
**E911 Service May be Limited or Not Available**  
Emergency Calling Service/E911 will not be available if  
16. Your broadband/interconnect connection has failed or is disconnected  
17. Your electrical power is disrupted  
18. The current location of your handset has not been registered with your service provider  
  
If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**  
**E911 Service May be Limited or Not Available**  
Emergency Calling Service/E911 will not be available if  
19. Your broadband/interconnect connection has failed or is disconnected  
20. Your electrical power is disrupted  
21. The current location of your handset has not been registered with your service provider  
  
If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**  
**E911 Service May be Limited or Not Available**  
Emergency Calling Service/E911 will not be available if  
22. Your broadband/interconnect connection has failed or is disconnected  
23. Your electrical power is disrupted  
24. The current location of your handset has not been registered with your service provider  
  
If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**WARNING:**  
**E911 Service May be Limited or Not Available**  
Emergency Calling Service/E911 will not be available if  
25. Your broadband/interconnect connection has failed or is disconnected  
26. Your electrical power is disrupted  
27. The current location of your handset has not been registered with your service provider  
  
If you are unable to immediately complete a 911 call,  
PLEASE USE THE EMERGENCY PHONE NEAREST YOU.

**CENTURYLINK® DOMESTIC NETWORK DIVERSITY®  
SERVICE EXHIBIT**

**1. General; Definitions.** This Service Exhibit is applicable only where Customer orders Domestic Network Diversity (the "Service" or "Diversity") for underlying services in the continental United States and incorporates the terms of the Master Service Agreement or other service agreement and RSS, under which CenturyLink provides services to Customer (the "Agreement"). CenturyLink may subcontract any or all of the work to be performed under this Service Schedule. All capitalized terms that are used but not defined in this Service Exhibit are defined in the Agreement or Order. Customer may submit requests for Service in a form designated by CenturyLink ("Order").

"Card Diversity" means the secondary or diverse circuit that originates and/or terminates onto a separate card on the same device within the same CenturyLink POP as the primary circuit.

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S., Alaska and Hawaii, which is comprised only of physical media, switches, including switches, circuits, and ports that are operated by CenturyLink.

"Dedicated IP Access" means a special access local loop connection, from the Customer premises to an IP POP ("POP").

"Device Diversity" means the secondary or diverse circuit that originates and/or terminates in a separate aggregation device (such as routers, switches) within the same IP POP as the primary service.

"ELA" or "Ethernet Local Access" means CenturyLink Provided Access using Ethernet over SONET technology and is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1Gbps).

"IP POP" is a CenturyLink POP where IP edge routers are located on the CenturyLink Domestic Network and IQ Networking Service is available.

"IP POP Diversity" means the diverse circuit that originates and/or terminates in a physically separate IP POP from the primary circuit.

"CenturyLink POP" means a point of presence ("POP") on the CenturyLink Domestic Network.

"Pricing Attachment" means a document containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit.

"Single Circuit Diversity" unless otherwise stated in this Service Exhibit, means an individual circuit on the CenturyLink Domestic Network that either: (a) is routed to, or; (b) avoids a specified geographic location along the circuit's path between the originating and terminating CenturyLink transport POP buildings, subject to availability.

"SLA" means the service level agreement specific to the Service, located at <http://www.centurylink.com/legal/>, which is subject to change.

"Special Access" means CenturyLink Provided Access using Digital Signal speeds DS-0, DS-1, and DS-3 or Optical Carrier signal speeds OC-3, OC-12, OC-48, and OC-192.

"Switch Diversity" means the secondary or diverse circuit that originates and/or terminates in a separate CenturyLink switch from the primary circuit. Depending on available network facilities, the circuits may originate and/or terminate at the same or different CenturyLink POP.

"Transport Diversity" means two or more diversely related circuits that are independently routed on the CenturyLink Domestic Network transport systems between the originating and terminating CenturyLink POP buildings, subject to availability. At Customer's request and subject to availability, CenturyLink will provision diversely related Underlying Services from different CenturyLink POP buildings in the originating and/or terminating cities. In some instances, the diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

"Underlying Service" means an approved CenturyLink service offering on the CenturyLink Domestic Network that also supports Diversity.

"Wavelength Local Access" means CenturyLink Provided Access using wave division multiplexing technology at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.

**2. Service.**

**2.1 Description.** Diversity is an enhanced routing option that routes an Underlying Service according to either: (a) a Customer-defined routing between two or more diversely related circuit(s); or (b) a predefined path that either routes to or avoids a specified geographic location on the circuit path ("Single Circuit Diversity") according to Customer's requirements, unless otherwise noted below; and (c) identifies and maintains the diversely routed circuit(s) in the CenturyLink provisioning systems, until the Service is cancelled. Diversity does not provide switching and/or routing of Customer's digital transmissions between primary and diversely routed circuits in the event of a failure on any one circuit or port. CenturyLink only offers protection switching, if any, inherent with the Underlying Services. The Diversity options described in this Service Exhibit are subject to availability and technical feasibility. The SLA is effective as of the first day of the second month after initial installation of Service. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. CenturyLink's Underlying Services include: Domestic Private Line Service, EPL, Optical Wavelength, IQ Networking Service (including Internet Ports and Private Ports), ATM Service, Frame Relay Service, Dedicated Domestic Outbound/Inbound Long Distance Service ("Long Distance"), and related Local Access Service. The Underlying Services will, except to the extent modified in this Service Exhibit, be offered pursuant to the terms and conditions of the Agreement, Service Exhibits, and/or RSS applicable to the Underlying Services.

**2.2 Diversity Configurations.** Diversity configurations vary based on the Underlying Service. See below for options, subject to available network facilities.

**(a) Domestic Private Line Diversity Service.** Domestic Private Line Diversity Service is offered at circuit speeds of DS-1, DS-3, OC-3, OC-12, and OC-48. CenturyLink does not offer DS-0 and Fractional DS-1 Domestic Private Line Diversity Services. CenturyLink's

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SERVICE EXHIBIT**

routing of the diverse Domestic Private Line circuit(s) is based on the route of the designated working path of the circuit(s). Domestic Private Line Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity or Transport Diversity. In some instances, the diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

**(b) EPL Diversity Service.** EPL Diversity Service is offered at circuit speeds of 50 Mbps, 100 Mbps, 150 Mbps, 500 Mbps, 600 Mbps, and 1000 Mbps. CenturyLink's routing of the diverse EPL circuit(s) is based on the route of the designated working path of the circuit(s). EPL Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity or Transport Diversity.

**(c) Optical Wavelength Diversity Service.** Optical Wavelength Diversity Service is offered as an unprotected point-to-point transmission path between an originating and terminating CenturyLink POP at circuit speeds of 1 GbE, 2.5 Gbps and 10 Gbps. Optical Wavelength Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity or Transport Diversity.

**(d) IQ Networking Diversity Service.** IQ Networking is offered at circuit speeds of DS-1, IMA (2xDS-1 up to 8xDS-1s), DS-3, OC-3, OC-12, and OC-48 transmission rates. DS-1s within an Nx bundle must all connect to the same POP. IQ Networking Diversity Service is offered in the following configurations but not in combination: IP POP Diversity, Device Diversity, Card Diversity, or Single Circuit Diversity. IQ Networking Single Circuit Diversity on the CenturyLink Domestic Network means a circuit that is routed to a specified IP POP. The secondary or diverse circuit cannot be used to load-balance Customer's traffic. The secondary or diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

**(e) ATM/Frame Relay Diversity Service.** ATM Diversity Service is offered at circuit speeds of DS-1, IMA (2xDS-1 up to 8xDS-1s), DS-3, OC-3, and OC-12 and Frame Relay Diversity Service is offered at circuit speeds of DS-1 and DS-3. DS-1s within an Nx bundle must all connect to the same POP. ATM/Frame Relay Diversity is offered in the following configurations, but not in combination: POP Diversity, Switch Diversity, Card Diversity, or Single Circuit Diversity. The diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit.

**(f) Long Distance Diversity Service.** Long Distance Diversity Service is offered at circuit speeds of DS-1, DS-3, OC-3, OC-12, and OC-48. The diverse circuit may share common network facilities, infrastructure, and/or buildings with the primary circuit. Long Distance Diversity Service is offered in the following configurations, but not in combination: Single Circuit Diversity, Switch Diversity, or Card Diversity. Long Distance Single Circuit Diversity on the CenturyLink Domestic Network means a circuit that is routed to a specified CenturyLink voice switch.

**(g) Local Access Diversity Service.** Local Access Diversity Service is an enhancement to Local Access that: (a) routes circuits based on Customer's reasonable routing requirements; and (b) identifies and maintains the Local Access circuits as diversely routed circuits in the CenturyLink provisioning systems. Local Access Diversity Service is offered with: (c) Special Access at circuit speeds of DS-1, 2xDS-1 up to 8xDS-1\*, DS-3, OC-3, OC-12, and OC-48; (d) ELA at bandwidths varying from 1 Mbps to 1000 Mbps (1Gbps); or (e) Wavelength Local Access at 1 Gbps, 2.5 Gbps and 10 Gbps and may include CenturyLink ordering circuits utilizing alternate Central Offices or alternate Serving Wire Centers. DS-1s within an Nx bundle must all connect to the same POP. CenturyLink does not have direct control of the routing, installation, maintenance, performance, etc. of the third party local access facilities ordered on behalf of the Customer.

**2.3 Ordering of Diversity Services.** CenturyLink will notify Customer of acceptance of requested Service in the Order by delivering the date by which CenturyLink will install Service (the "Customer Commit Date"). CenturyLink will use commercially reasonable efforts to install each Service on or before the Customer Commit Date, but the inability of CenturyLink to deliver Service by that date will not be a default under the Agreement.

**2.4 Service Conditions.**

**(a)** CenturyLink will not provide special construction as part of the Service. Any requests for special construction are handled on an individual case basis.

**(b)** Customer understands and agrees that CenturyLink has no visibility into the location of fiber strands, conduits, and other network facilities of other carriers and that CenturyLink will not attempt to identify and/or manage other carrier's facilities as part of the Service. Furthermore, Customer understands and agrees that CenturyLink may rearrange (groom) Customer's circuits in accordance with standard CenturyLink network maintenance activities. If a CenturyLink-initiated network rearrangement removes the Customer's diversity, then CenturyLink will notify Customer to determine alternative Diversity solutions, if any.

**(c)** Customer may experience increased latency on diversely routed circuit(s) due to increased actual routing mileage.

**(d) Single Diverse Circuit Additional Mileage Charges.** If CenturyLink, in its sole discretion, determines that Customer's specified geographic routing criteria on a Single Circuit Diversity request results in excessive additional mileage, CenturyLink may charge Customer actual mileage charges on the Underlying Service.

**(e)** Customer acknowledges that diverse circuits must have traffic on them for CenturyLink to monitor connectivity.

**CENTURYLINK® DOMESTIC NETWORK DIVERSITY®  
SERVICE EXHIBIT**

**3. Term.** The term of this Service Exhibit will begin on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if Customer adds this Service Exhibit after the Effective Date of the Agreement) and will continue until the termination of the last Service ordered under this Service Exhibit. Service will automatically terminate on the termination of the Underlying Service.

**4. Charges.** Customer will pay all Diversity charges set forth in a valid quote, Order Form or Pricing Attachment, in addition to the charges for the Underlying Services. If backhaul routing is required to complete Customer's Diversity order for IQ Networking (including Internet Ports and Private Ports), ATM Service, Frame Relay Service, or Long Distance, Customer will pay the backhaul charges for each diversely routed circuit. CenturyLink will deliver written or electronic notice (a "Connection Notice") to Customer when Service is installed, at which time billing will commence ("Service Commencement Date"). The Service is not entitled to the CTA Discount. Additional rates, charges and fees for Service elements not identified in the Agreement are located in the applicable Tariff. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

**5. Other Terms.**

**5.1 General.** Any references to a Revenue Commitment or Contributory Charges will not apply to this Service Exhibit.

**5.2 Cancellation and Termination Charges.** This Section replaces the Cancellation and Termination Charges Section in the Agreement:

**(a) Cancellation.** Customer may cancel an Order (or portion thereof) prior to the delivery of a Connection Notice upon written notice to CenturyLink identifying the affected Order and Service. Cancellation of an Order for Diversity will also cancel the Order for the Underlying Service and any cancellation charges for the Underlying Service will apply.

**(b) Termination.** Either party may terminate Diversity (i) after the delivery of a Connection Notice upon 60 days' prior written notice to the other party, or (ii) for Cause. If Customer terminates Diversity for any reason other than for Cause, or if Diversity is terminated by CenturyLink for Cause, Customer will also terminate the Underlying Service and Customer will pay CenturyLink the termination charge for the Underlying Service in addition to any charges for Diversity incurred but unpaid through the effective date of the termination. "Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice (unless a shorter notice period is identified in a Service Attachment). The charges in this Section represent CenturyLink's reasonable liquidated damages and are not a penalty.

**(c)** If the Agreement is terminated by Customer for any reason other than for Cause, or by CenturyLink for Cause prior to the conclusion of the Term, all Services are deemed terminated, and Customer will pay the applicable termination charges for all Services, in addition to any and all charges that are accrued but unpaid as of the termination date.

**5.3 Installation, Maintenance and Repair.** The following are supplemental terms to the Scheduled Maintenance and Local Access section of the Agreement: (a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form and (b) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point. "Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

**5.4 Service Notices.** Notices for disconnection of Service must be submitted to CenturyLink via Email at: [BusinessDisconnects@Centurylink.com](mailto:BusinessDisconnects@Centurylink.com). Notices of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: [Norenew@centurylink.com](mailto:Norenew@centurylink.com). Notices for billing inquiries/disputes or requests for Service Level credits must be submitted to CenturyLink via Customer's portal at <https://www.centurylink.com/business/login/> or via Email at [Care.Inquiry@Centurylink.com](mailto:Care.Inquiry@Centurylink.com). All other routine operational notices will be provided by Customer to its CenturyLink sales representative.

**5.5 Acceptable Use Policy and Use of Service.** CenturyLink may also terminate Service for Cause under this Section where Customer's use of the Service: (a) is contrary to the Acceptable Use Policy incorporated by this reference and posted at <http://www.centurylink.com/legal/>, (b) constitutes an impermissible traffic aggregation or Access Arbitrage, (c) avoids Customer's obligation to pay for communication services, and (d) violates the Use of Service terms or compliance terms.

**5.6 CPNI.** CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer. "CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

**CENTURYLINK® DOMESTIC NETWORK DIVERSITY®  
SERVICE EXHIBIT**

**5.7 Conflicts.** If a conflict exists among the provisions of the Service Attachments, the order of priority will be as follows: the Service Exhibit, the RSS or ISS, the general terms of the Agreement, SLA, SOW (if any) and Order Form, as applicable, and then any other documents attached or expressly incorporated into the Agreement. "ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: [http://www.centurylink.com/tariffs/clc\\_info\\_services.pdf](http://www.centurylink.com/tariffs/clc_info_services.pdf). "RSS" means as applicable: CenturyLink's Rates and Services Schedules incorporated by this reference and posted at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_2.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf) for CenturyLink's International RSS and at [http://www.centurylink.com/tariffs/fcc\\_clc\\_ixc\\_rss\\_no\\_3.pdf](http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf) for CenturyLink's Interstate RSS. "Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

**5.8 Fees.** Charges for certain Services are subject to (a) a property tax surcharge and (b) a cost recovery fee per month to reimburse CenturyLink for various governmental taxes and surcharges. Such charges are subject to change by CenturyLink and will be applied regardless of whether Customer has delivered a valid tax exemption certificate.

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT  
CENTURYLINK® SELECT ADVANTAGE® SERVICE EXHIBIT**

**1. General; Definitions.** This Service Exhibit for Products and Services (collectively "Solutions") is attached to and subject in all respects to the CenturyLink Total Advantage or CenturyLink Loyal Advantage agreement between CenturyLink QCC and Customer. Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide Solutions under the terms of the Agreement, the Service Exhibit, the Purchase Order and/or SOW. This Service Exhibit may not be used for the purchase of voice, data or IP services. In the event of a conflict in any term of any documents that govern the provision of Solutions hereunder, the following order of precedence will apply in descending order of control: any SOW, any Detailed Description(s), this Service Exhibit, the Agreement, and any PO. With respect to the Agreement, "Service" is replaced by "Solution" as defined herein, and "Order Form" is replaced with "Purchase Order" as defined herein.

"Change Order" means any change, submitted by Customer to CenturyLink or CenturyLink to Customer, to a SOW that was previously agreed upon by CenturyLink and Customer. Customer will be responsible for all charges related to such SOW Change Order.

"CPE" means either: (a) Customer Purchased Equipment, or (b) Customer Premises Equipment; and consists of hardware, software and materials used in the transport and/or termination/storage of data and voice transmission.

"Detailed Description(s)" means the terms and conditions of the Solution provided by CenturyLink which are posted at <http://www.centurylinkselectadvantage.com/>.

"Products" means CPE and Software offerings from CenturyLink.

"Purchase Order" or "PO" means either (a) a written document issued by Customer for the procurement of Solutions from CenturyLink; or (b) a CenturyLink quote or service order signed by Customer.

"Services" means offerings from CenturyLink that (a) install, maintain or manage CPE; (b) support Customer network management objectives, or (c) are consulting, professional, technical, development, and/or design services.

"Software" means software license offerings.

"SOW" means a statement of work that provides specific details, agreed to by CenturyLink and Customer, relating to the Solution purchased under a PO or the SOW. Agreement on the terms of the SOW will be satisfied by CenturyLink sending the final version of the SOW to Customer; and Customer's signature on the SOW.

**2. CenturyLink Select Advantage Solutions.**

**2.1 Purchase.** Customer may purchase Solutions by issuing a PO to CenturyLink, or executing an SOW. Customer's purchase of Solutions is subject to and controlled by Detailed Description(s) which are posted at <http://www.centurylinkselectadvantage.com/> and are incorporated by this reference. Customer must register to create a username and password the first time the Web site is accessed to view these Detailed Descriptions. By issuing a PO or executing an SOW with CenturyLink, Customer warrants that Customer has read and agrees to the terms and conditions of the Detailed Description(s). CenturyLink reserves the right to amend the Detailed Description(s) effective upon posting to the Web site. Customer's continued use of the Solution constitutes acceptance of those changes. If a PO issued by Customer contains any preprinted terms, those terms will not amend, modify or supplement this Service Exhibit in any way whatsoever, notwithstanding any provisions in a PO to the contrary. Any PO or SOW must (a) reference and incorporate this Service Exhibit and its Effective Date, (b) contain the Customer's exact legal name, and (c) include any other requirements as may be further described in the Detailed Description(s).

**2.2 Limitation of Liability.** IN ADDITION TO THE LIMITATION OF LIABILITY UNDER THE AGREEMENT, CENTURYLINK'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO SOLUTIONS PURCHASED UNDER THIS SERVICE EXHIBIT, UNLESS OTHERWISE STATED IN THE DETAILED DESCRIPTIONS OR SOW, WILL IN NO EVENT EXCEED: (A) FOR CLAIMS ARISING OUT OF PRODUCTS, THE AMOUNT OF THE PRODUCT SET FORTH IN THE PO RELATING SOLELY TO THE AFFECTED PRODUCT; AND (B) FOR CLAIMS ARISING OUT OF NONRECURRING SERVICES, THE AMOUNT OF THE SERVICE SET FORTH IN THE PO OR SOW.

**3. Term; Termination.** This Service Exhibit will commence on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date), and will remain in effect until canceled by either party upon 30 days prior written notice to the other party, or as otherwise stated in the SOW. If Service is terminated for any reason other than Cause, Service may be subject to Termination Charges as set forth in the Detailed Descriptions or SOW. Termination will not affect obligations under Purchase Orders accepted prior to the effective date of termination, and this Service Exhibit will remain in effect as to such obligations in the event it would otherwise have terminated.

**4. Charges.** Charges for Solutions will be specified in each PO or SOW and are due and payable upon Customer's receipt of the invoice or as otherwise stated in the PO or SOW. Any payment not received within 30 days after the invoice date may be subject to interest charges as permitted by applicable law. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in an executed PO.

**CENTURYLINK® TOTAL ADVANTAGE® AGREEMENT  
CENTURYLINK® SELECT ADVANTAGE® SERVICE EXHIBIT**

**Pricing For Mitel Products**

1. CenturyLink will sell Mitel products at a discount off of the manufacturer's list price according to category in the matrix below.
2. Shipping and handling charges of .5% of the product list price will apply.
3. Installation and maintenance services may be provided by CenturyLink or we may sell Mitel branded services.
4. CenturyLink may be able to obtain additional discounts on an individual case basis (ICB).

<b><u>Mitel Product Description</u></b>	<b><u>Discount Percent Off List Price*</u></b>
Hardware/Software	35.82%
Support/Maintenance	13.04%
Professional Services	13.04%

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the 11th day of February 20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the utilization of the MoDOT Cooperative Contract 60519CO0535 Light Duty Vehicles to Purchase one (1) 2020 Silverado 4WD Double Cab Truck from WK Chevrolet, Inc. for the Road & Bridge Department, as well as the disposal of one (1) 2013 Chevrolet 1500 ext Cab 4WD Pickup Truck, fixed asset tag 18400 by sale.

The terms of the cooperative contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and Request for Disposal Form.

Done this 11th day of February 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Barry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Robert Wilson**  
Buyer



613 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: January 31, 2020  
RE: Cooperative Contract: MODOT Contract #60519CO0535 – 2020  
Silverado 4WD Double Cab Truck

Road & Bridge requests permission to utilize the MODOT cooperative contract *60519CO0535 Light Duty Vehicles* to purchase one (1) 2020 Silverado 4WD Double Cab Truck from WK Chevrolet, Inc.

Cost of the purchase is \$33,420.00 and will be paid from department 2040 – PW Maintenance Operations, account 92400 – Replacement Vehicles.

This is a replacement purchase and the 2020 budgeted amount was \$33,500.00. Budgeted sale value is \$7,500.00.

The contract price is \$33,420.00 less the sale price of \$7,500.00 yielding a net cost of \$25,920.00

The Purchasing department requests permission to dispose of the following surplus by sale:

2013 Chevrolet 1500 ext Cab 4WD Pickup Truck  
**Fixed asset tag 18400**

cc: Greg Edington, RB  
Contract File

**BOONE COUNTY** *Capital*  
**Request for Disposal/Transfer of County Property**  
*Complete, sign, and return to Auditor's Office*

Date: 01/10/2020

Fixed Asset Tag Number: 18400

**RECEIVED**

Description of Asset: 2013 Chevrolet 1500 Ext. Cab 4WD Pickup Truck

**JAN 31 2020**

Requested Means of Disposal:  Sell  Trade-In  Recycle/Trash  Other, Explain:

**BOONE COUNTY AUDITOR**

Other Information (Serial number, etc.): VIN: 1GCRKPE73DZ285956; Mileage: 153,184

Condition of Asset: Fair

Reason for Disposition: Planned replacement for FY 2020

Location of Asset and Desired Date for Removal to Storage: NA

Was asset purchased with grant funding?  YES  NO

If "YES", does the grant impose restriction and/or requirements pertaining to disposal?  YES  NO

If yes, attach documentation demonstrating compliance with the agency's restrictions and/or requirements.

Dept Number & Name: 2040 Road & Bridge

Signature 

**To be Completed by: AUDITOR**

Original Acquisition Date 3/7/13

G/L Account for Proceeds 2040-3835-J

Original Acquisition Amount 25,441.00

Original Funding Source 2741

Account Group 1605

**To be Completed by: COUNTY COMMISSION / COUNTY CLERK**

Approved Disposal Method:

Transfer Department Name \_\_\_\_\_ Number \_\_\_\_\_

Location within Department \_\_\_\_\_

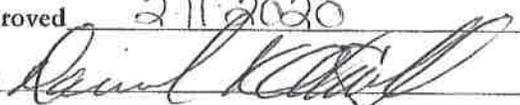
Individual \_\_\_\_\_

Trade  Auction  Sealed Bids

Other Explain \_\_\_\_\_

Commission Order Number 77-2020

Date Approved 2/11/2020

Signature 

**PURCHASE AGREEMENT  
FOR  
(1) 2020 SILVERADO 4WD DOUBLE CAB PICKUP**

**THIS AGREEMENT** dated the 11th day of February 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **WK Chevrolet, Inc.** herein "Vendor."

**IN CONSIDERATION** of the parties performance of the respective obligations contained herein, the parties agree as follows:

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for one (1) 2020 Silverado 4WD Double Cab Pickup in compliance with all bid specifications and any addendum issued for the Missouri Department of Transportation Contract **60519CO0535**, WK Chevrolet from Darin Harms, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office contract file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Missouri Department of Transportation Contract **60519CO0535** and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

**2. Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with **one (1)** of the following:

	<b>Unit Cost</b>
2020 Silverado 4WD Double Cab LT Option	\$43,020.00

Options:

Driver Power Seat  
Keyless Remote Start  
40/20/40 Split Bench Seat  
Rear Window Defogger  
Spray in Bed Liner with Wheel-House Liners  
Hitch Guidance  
3.23 Rear Axle Ratio  
Locking Differential  
Trailer Package  
5.3L V8 Engine

Less: Bid Discount	(\$9,600.00)
<b>GRAND TOTAL</b>	<b>\$33,420.00</b>

**3. Delivery** - Vendor agrees to deliver vehicle as set forth in the bid documents and within 120 days after receipt of order. Vehicle should be delivered to Boone County Road & Bridge, Attn: Greg Edington, 5551 Tom Bass Road South, Columbia, MO 65201. Phone: (573) 449-8515.

4. **Title** – Title in the name of: Boone County Road & Bridge. Address: 5551 Tom Bass Rd., Columbia, MO 65201.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Road & Bridge Department, 5551 Tom Bass Rd., Columbia, MO 65201 and billings may only include the prices listed in the vendor’s quote response. No additional fees for paperwork processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor’s bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:  
a. County may terminate this agreement due to material breach of any term or condition of this agreement, or  
b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or  
c. If appropriations are not made available and budgeted for any calendar year.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**WK CHEVROLET, INC.**

DocuSigned by:  
By Faron Plumber  
D133A436C0344F8...  
Title fleet salesman

**BOONE COUNTY, MISSOURI**

By: Boone County Commission  
DocuSigned by:  
Daniel K. Atwill  
Presiding Commissioner

**APPROVED AS TO FORM:**

DocuSigned by:  
Charles J. Dillmore  
County Counselor

**ATTEST:**

DocuSigned by:  
Brianna L. Lennon by MT  
County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by:  
Gene E. Pritchard by eg  
Signature DB184244D...

1/31/2020  
Date

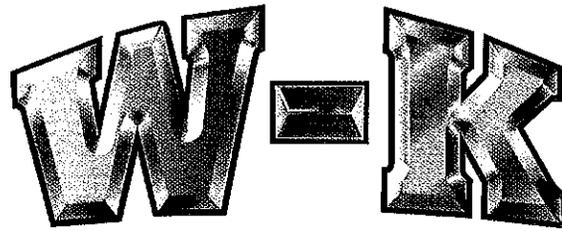
2040 - 92400 - \$33,420.00  
Appropriation Account

## STANDARD CONTRACT TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are

incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



A Family Tradition Since 1919  
wkfamily.com

2020 SILVERADO 4WD DOUBLE CAB

LT OPTON \$40200.00

DRIVER POWER SEAT

KEYLESS REMOTE START

40/20/40 SPLIT BENCH SEAT

REAR WINDOW DEFOGGER

SPRAY IN BED LINER WITH WHEEL HOUSE LINERS

HITCH GUIDANCE

3.23 REAR AXEL RATIO

LOCKING DIFFERENTIAL

TRAILERING PACKAGE

5.3 ENGINE TOTAL \$45190.00

W-K DISCOUNT \$43020.00

BID ASSIST (\$9600.00)

TOTAL \$33420.00

W-K Ford  
1545 W. Ashley Rd.  
Boonville, MO 65233  
Ph.: 660-882-5566  
Fax: 660-882-5568

W-K  
3310 W. Broadway  
Sedalia, MO 65301  
Ph.: 660-826-8320  
Fax: 660-826-0951

W-K Chrysler Dodge Jeep Ram  
1507 W. Ashley Rd.  
Boonville, MO 65233  
Ph.: 660-882-3366  
Fax: 660-882-3388



<b>Name/Number:</b>	LIGHT DUTY VEHICLES - MULTIPLE AWARD/IFB605CO19000723	
<b>Solicitation Invitation Type:</b>	Public	
<b>Description:</b>	to provide Light Duty Vehicles to the Missouri Highways and Transportation Commission (MHTC) and Missouri Dept. of Transportation (MoDOT). The award period shall commence from the date of award until the end of the 2019 model year. MoDOT has	
<b>Start Date - Time:</b>	October 11, 2018 at 12:15:00 PM CDT - October 11, 2018	
<b>Open Date - Time:</b>	November 09, 2018 at 2:00:00 PM CST - November 09, 2018	
<b>Payment Terms:</b>	Net 30 Days	
<b>Delivery Terms:</b>	Free On Board Destination	

## Vendors:

### Roberts Chevrolet Buick

Solicitation Contact Name: Dean J Meier  
 Solicitation Contact Email: fleet@robertscb.com  
 Solicitation Contact Phone: 816-858-3200  
 Bidder Contact Name: Dean J Meier  
 Bidder Contact Email: fleet@robertscb.com  
 Bidder Contact Phone: 816-858-3200

### Shawnee F LLC

Solicitation Contact Name: Jay Cooper  
 Solicitation Contact Email: jay.cooper@shawneemissionford.com  
 Solicitation Contact Phone: 9132482287  
 Bidder Contact Name: Jay Cooper  
 Bidder Contact Email: jay.cooper@shawneemissionford.com  
 Bidder Contact Phone: 9132482287

### WK Chevrolet Inc

Solicitation Contact Name: Lynette Wright  
 Solicitation Contact Email: lynette.wright@wkchevy.com  
 Solicitation Contact Phone: 660-826-8320-223  
 Bidder Contact Name: Lynette Wright  
 Bidder Contact Email: lynette.wright@wkchevy.com  
 Bidder Contact Phone: 660-826-8320-223

	WK Chevrolet Inc
1. What is the 1st Renewal Period Maximum Percentage Increase?	N/A
2. What is the 2nd Renewal Period Maximum Percentage Increase?	N/A
1. Identify any additional fees when payment is issued using the state-purchasing card. If there are no fees, enter \$0.00 in the required response field.	Will not accept card.
1. List all certified M/WBE vendors utilized in the fulfillment of this bid. Include percentage of participation for subcontractors and identify the M/WBE certifying agency. If not applicable, enter N/A in the required field.	None
1. List the names and addresses of an SDV or SDVE providing products or services in relation to this bid. If not applicable, enter N/A in the required field.	N/A
1. For all items offered which are not manufactured or produced in the USA, list the item number and location of where the item is manufactured or produced. If not applicable, enter N/A in the required field.	N/A
1. Is your firm willing to offer such cooperative purchasing for Missouri counties, cities or other political entities?	Yes
2. If your price varies throughout the state because of different delivery destinations, please indicate the price FOB Shipping Point.	Shipping anywhere in the state. \$1.35 per mile one way

**RISSE ITEM D - New Standards Equipped 2019 or Newer Half-Ton 4 X 2 Extended Cab Pickup Truck**

**EXAMPLES OF ACCEPTABLE MAKES AND MODELS:**

- Standard Ford F-150
- Standard Chevrolet 1500 Silverado/GMC 1500 Sierra
- Standard Dodge Ram 1500

**All units must contain the following options:**

- Standard minimum V6 gas engine
- Manufacturers standard rear end axle ratio
- Minimum 4 Speed Automatic transmission
- Air conditioning
- LH & RH exterior mirrors
- Three (4) manufacturers standard all season, plus full size spare and wheel
- Vinyl/Rubber flooring
- Long Bed
- 4-wheel anti-lock braking system (ABS)
- Speed control and tilt wheel
- Daytime running lights
- Backup camera
- Vinyl seats
- 4.2 sets of keys

**NET DELIVERED PRICE:**

Item Name	Item Code	Supplier Name	Alternative	Manufacturer Name	Manufacturer Part Number	Item Unit	Cost Total	Additional Item Information	Axle Ratio	% of Discount off MSRP	Delivery Timeline
New standard equipped 2019 or Newer Half-Ton 4 X 2 Extended Cab Pickup Truck	LDD BB	CAPITOL AUTOMOTIVE INC	Quad Cab 1500	Ram	DS1L41	each	\$18,895.000000	(Bed Length) 6'4&quot;		5%	90-120 days
New standard equipped 2019 or Newer Half-Ton 4 X 2 Extended Cab Pickup Truck	LDD BB	Lou Fusz Ford	A	RAM	DS1L41	each	\$19,058.000000	(Bed Length) 6'FT 4IN		2%	120
New standard equipped 2019 or Newer Half-Ton 4 X 2 Extended Cab Pickup Truck	LDD BB	Carthage Chrysler Dodge Jeep Ram	RAM 1500 Classic Tradesman Quad Cab	Dodge	DS1L41	each	\$19,095.000000	(Bed Length) 6'4&quot;		5%	180 days
New standard equipped 2019 or Newer Half-Ton 4 X 2 Extended Cab Pickup Truck	LDD BB	Belkoh 8 dba Behlmann Automotive	n/r	RAM 1500 Classic Quad Cab	DS1L41	each	\$19,691.000000	(Bed Length) 6'4&quot; SHORT BED ONLY AVAILABLE		n/r	6-8 weeks
New standard equipped 2019 or Newer Half-Ton 4 X 2 Extended Cab Pickup Truck	LDD BB	Don Brown Chevrolet Inc.	OLD STYLE	CHEVROLET SILVERADO 1500 4X2 DOUBLE CAB	CC15753	each	\$21,532.000000	V8 STANDARD (Bed Length) 77.87&quot;		10%	80 DAYS FROM RECEIPT OF ORDER
New standard equipped 2019 or Newer Half-Ton 4 X 2 Extended Cab Pickup Truck	LDD BB	PUTNAM CHEVROLET INC	*	CHEVROLET	DOUBLE CAB OLD BODY STYLE	each	\$21,533.000000	(Bed Length) 6.5&quot; SHORT BED ONLY AVAILABLE		10%	85
New standard equipped 2019 or Newer Half-Ton 4 X 2 Extended Cab Pickup Truck	LDD BB	Don Brown Chevrolet Inc.	NEW STYLE	CHEVROLET SILVERADO 1500 4X2 DOUBLE CAB	CC10753	each	\$21,547.000000	(Bed Length) 77.87&quot;		10%	80 DAYS FROM RECEIPT OF ORDER
New standard equipped 2019 or Newer Half-Ton 4 X 2 Extended Cab Pickup Truck	LDD BB	PUTNAM CHEVROLET INC	OLD BODY STYLE DOUBLE CAB	CHEVROLET	DOUBLE CAB NEW BODY STYLE	each	\$21,648.000000	(Bed Length) 6.62 GM will be building this model through mid-summer. The 5.3L V8 (355 HP) is the only engine. Locking differential and training package less controller are standard. Limited options.		10%	120
New standard equipped 2019 or Newer Half-Ton 4 X 2 Extended Cab Pickup Truck	LDD BB	Roberts Chevrolet Buick	Previous Body Style	Chevrolet Silverado Double Cab	CC15753	each	\$21,779.000000	(Bed Length) 6'8&quot;		10%	60-90
New standard equipped 2019 or Newer Half-Ton 4 X 2 Extended Cab Pickup Truck	LDD BB	Lou Fusz Chevrolet	**	CHEVROLET SILVERADO	DC	each	\$22,070.000000	(Bed Length) 6'8&quot;		5%	60-90 ARO
New standard equipped 2019 or Newer Half-Ton 4 X 2 Extended Cab Pickup Truck	LDD BB	Roberts Chevrolet Buick	N/A	Chevrolet Silverado Double Cab	CC10753	each	\$22,258.000000	This is the new body style truck. (Bed Length) 6'7&quot;		10%	60-90
New standard equipped 2019 or Newer Half-Ton 4 X 2 Extended Cab Pickup Truck	LDD BB	WK Chevrolet Inc	*	Chevrolet	Silverado	each	\$22,476.000000	New body style truck (Bed Length) 6.5 Ft Daytime Running Lamps (DRL) (On/Off Cluster Controllable)		8%	90 days
New standard equipped 2019 or Newer Half-Ton 4 X 2 Extended Cab Pickup Truck	LDD BB	Shawnee F LLC	F-150 Super Cab 4X2 XL	Ford	X1C	each	\$22,624.000000	(Bed Length) 8' (Bed Length) 8'		5%	90-120
New standard equipped 2019 or Newer Half-Ton 4 X 2 Extended Cab Pickup Truck	LDD BB	Lou Fusz Chevrolet	DB CAB	GMC SIERRA	DB CAB	each	\$22,761.000000	(Bed Length) 6'8&quot;		5%	60-90 ARO
New standard equipped 2019 or Newer Half-Ton 4 X 2 Extended Cab Pickup Truck	LDD BB	Joe Machens Ford Lincoln	F150 SuperCab 4X2	Ford	X1C	each	\$22,809.000000	(Bed Length) 8' Old Body style truck		5%	80-110 days, sub to delays & chance
New standard equipped 2019 or Newer Half-Ton 4 X 2 Extended Cab Pickup Truck	LDD BB	WK Chevrolet Inc	*	Chevy	Dbl Cab	each	\$22,956.000000	Also Bidding new style (Bed Length) 6.5 Ft 2.7 EcoBoost V6, 163 WB Bed Length - 8' box		8%	90 days
30 New standard equipped 2019 or Newer Half-Ton 4 X 2 Extended Cab Pickup Truck	LDD BB	BLUE SPRINGS FORD SALES INC	F150 4X2 SuperCab	Ford	*	each	\$22,548.000000	(Bed Length) 8'		0%	90-120 days
New standard equipped 2019 or Newer Half-Ton 4 X 2 Extended Cab Pickup Truck	LDD BB	Lou Fusz Ford	*	Ford	X1C	each	\$22,997.000000	(Bed Length) 8'		2%	120
New standard equipped 2019 or Newer Half-Ton 4 X 2 Extended Cab Pickup Truck	LDD BB	Republic Ford	Ford F150 Super Cab	Ford	X1C	each	\$23,308.000000	(Bed Length) 8'		5%	120 days
New standard equipped 2019 or Newer Half-Ton 4 X 2 Extended Cab Pickup Truck	LDD BB	Broadway Ford Truck Sales Inc	Accepted	Ford	x1c	each	\$23,816.000000	(Bed Length) 8'		2%	90
OPTION 1 - Towing Package	LDD OP1	Lou Fusz Ford	A	RAM	A	each	\$0.000000	Standard			
OPTION 1 - Towing Package	LDD OP1	WK Chevrolet Inc	na	Included	na	each	\$0.000000	New Body style			
OPTION 1 - Towing Package	LDD OP1	Belkoh 8 dba Behlmann Automotive	n/r	Trailer Tow Class IV	n/r	each	\$100.000000	Standard, but deleted and priced back as an option for the big sec here.			
OPTION 1 - Towing Package	LDD OP1	CAPITOL AUTOMOTIVE INC	Tow	Ram	DLR	each	\$100.000000				
OPTION 1 - Towing Package	LDD OP1	Don Brown Chevrolet Inc.	*	OLD STYLE	CC15753	each	\$275.000000				
OPTION 1 - Towing Package	LDD OP1	PUTNAM CHEVROLET INC	*	DOUBLE CAB OLD BODYSTYLE	CHEVROLET	each	\$275.000000	TRAILER BRAKE CONTROLLER, HITCH, 7/4 PIN CONNECTOR			
OPTION 1 - Towing Package	LDD OP1	Joe Machens Ford Lincoln	Option A	Ford	53B/67T	each	\$341.000000				
OPTION 1 - Towing Package	LDD OP1	WK Chevrolet Inc	*	na	na	each	\$375.000000				
OPTION 1 - Towing Package	LDD OP1	Carthage Chrysler Dodge Jeep Ram	*	Dodge	*	each	\$375.000000				
OPTION 1 - Towing Package	LDD OP1	Don Brown Chevrolet Inc.	NEW STYLE	CHEVROLET	CC10753	each	\$380.000000				
OPTION 1 - Towing Package	LDD OP1	Lou Fusz Chevrolet	**	CHEVROLET SILVERADO	TOW	each	\$510.000000				
OPTION 1 - Towing Package	LDD OP1	Lou Fusz Chevrolet	TRAILER TOW PACKAGE	GMC	TOW	each	\$510.000000				
OPTION 1 - Towing Package	LDD OP1	Roberts Chevrolet Buick	Std	Chevrolet	292 JL1	each	\$605.000000	New body style includes trailer brake controller. □ \$247.50 on Alternate.			
OPTION 1 - Towing Package	LDD OP1	PUTNAM CHEVROLET INC	OLD BODY STYLE DOUBLE CAB TRAILERING PACKAGE	CHEVROLET	DOUBLE CAB NEW BODY STYLE	each	\$650.000000	TRAILER BRAKE CONTROLLER, HITCH, 7/4 PIN CONNECTOR, HITCH GUIDANCE			
OPTION 1 - Towing Package	LDD OP1	Shawnee F LLC	Tow Package / Trailer Brake Controller	Ford	53A / 67T	each	\$601.000000				
OPTION 1 - Towing Package	LDD OP1	Joe Machens Ford Lincoln	Option B	Ford	53A/67T	each	\$601.000000				
OPTION 1 - Towing Package	LDD OP1	BLUE SPRINGS FORD SALES INC	*	Ford	*	each	\$370.000000	includes trans oil cooler, engine oil cooler (except 3.3L engine) and front stabilizer bar			
OPTION 1 - Towing Package	LDD OP1	Republic Ford	*	Ford	*	each	\$826.000000				
OPTION 1 - Towing Package	LDD OP1	Lou Fusz Ford	*	Ford	*	each	\$870.000000				
OPTION 1 - Towing Package	LDD OP1	Broadway Ford Truck Sales Inc	Accepted	Ford	53A/67T 53A/7A	each	\$870.000000				
OPTION 2 - Trailer type exterior mirrors in lieu of standard	LDD OP2	Don Brown Chevrolet Inc.	*			each	\$0.000000	N/A			
OPTION 2 - Trailer type exterior mirrors in lieu of standard	LDD OP2	PUTNAM CHEVROLET INC	*			each	\$0.000000	N/A; GM DOESNT OFFER TRAILERING MIRRORS ON THE NEW GENERATION TRUCK OR ON THE OLD BODYSTYLE DOUBLE CABS			
OPTION 2 - Trailer type exterior mirrors in lieu of standard	LDD OP2	Lou Fusz Chevrolet	*			each	\$0.000000				
OPTION 2 - Trailer type exterior mirrors in lieu of standard	LDD OP2	Roberts Chevrolet Buick	*			each	\$0.000000	N/A on either model			
OPTION 2 - Trailer type exterior mirrors in lieu of standard	LDD OP2	WK Chevrolet Inc	*			each	\$0.000000				
OPTION 2 - Trailer type exterior mirrors in lieu of standard	LDD OP2	Carthage Chrysler Dodge Jeep Ram	*	Dodge	*	each	\$171.000000				
OPTION 2 - Trailer type exterior mirrors in lieu of standard	LDD OP2	Belkoh 8 dba Behlmann Automotive	n/r	Trailer Tow Mirrors	GPG	each	\$180.000000				
OPTION 2 - Trailer type exterior mirrors in lieu of standard	LDD OP2	CAPITOL AUTOMOTIVE INC	Til Mrs	RAM	GPG/G3M	each	\$370.000000				
OPTION 2 - Trailer type exterior mirrors in lieu of standard	LDD OP2	Lou Fusz Ford	A	RAM	A	each	\$370.000000				
OPTION 2 - Trailer type exterior mirrors in lieu of standard	LDD OP2	Republic Ford	*	Ford	*	each	\$375.000000				
OPTION 2 - Trailer type exterior mirrors in lieu of standard	LDD OP2	Broadway Ford Truck Sales Inc	Ford	Ford	54Y	each	\$395.000000				
OPTION 2 - Trailer type exterior mirrors in lieu of standard	LDD OP2	Shawnee F LLC	Trailer Tow Mirrs	Ford	54Y 99S STQ 924	each	\$620.000000	Requires Tow Package □ Requires Power Group □ Price includes Rear Defroster □ NA with 3.3L V6			
OPTION 2 - Trailer type exterior mirrors in lieu of standard	LDD OP2	BLUE SPRINGS FORD SALES INC	*			each	\$0.000000				
OPTION 2 - Trailer type exterior mirrors in lieu of standard	LDD OP2	Joe Machens Ford Lincoln	*	Ford	54Y/99S/924/57Q	each	\$820.000000	Must add options 31B and (34B or 35) and 45.			
OPTION 2 - Trailer type exterior mirrors in lieu of standard	LDD OP2	Lou Fusz Ford	*	Ford	54Y	each	\$1,465.000000	Must get other options with			
OPTION 3 - Exterior color to be Federal Std #955C - DOT Highway Yellow	LDD OP3	Don Brown Chevrolet Inc.	OLD STYLE	CHEVROLET	CC15753	each	\$0.000000	N/A			
OPTION 3 - Exterior color to be Federal Std #959C - DOT Highway Yellow	LDD OP3	Lou Fusz Ford	*			each	\$0.000000				

OPTION 3 - Exterior color to be Federal Std #595C - DOT Highway Yellow	LDD OP3	Lou Fusz Ford		each	\$0.00000	
OPTION 3 - Exterior color to be Federal Std #595C - DOT Highway Yellow	LDD OP3	Carthage Chrysler Dodge Jeep Ram		each	\$0.00000	
OPTION 3 - Exterior color to be Federal Std #595C - DOT Highway Yellow	LDD OP3	Roberts Chevrolet Buick	N/A	Chevrolet	9W3	each \$405.00000 Wheatland Yellow, □ Limited colors on Alternative.
OPTION 3 - Exterior color to be Federal Std #595C - DOT Highway Yellow	LDD OP3	Lou Fusz Chevrolet	SPECIAL PAINT	GMC	PAINT	each \$410.00000
OPTION 3 - Exterior color to be Federal Std #595C - DOT Highway Yellow	LDD OP3	Lou Fusz Chevrolet	**	CHEVROLET SILVERADO		each \$410.00000
OPTION 3 - Exterior color to be Federal Std #595C - DOT Highway Yellow	LDD OP3	Don Brown Chevrolet Inc.	NEW STYLE	CHEVROLET	CC10753	each \$425.00000
OPTION 3 - Exterior color to be Federal Std #595C - DOT Highway Yellow	LDD OP3	PUTNAM CHEVROLET INC	*	CHEVROLET		each \$425.00000 N/A ON OLD BODY STYLE
OPTION 3 - Exterior color to be Federal Std #595C - DOT Highway Yellow	LDD OP3	WK Chevrolet Inc	*	na	na	each \$425.00000 Not available on New body style truck.
OPTION 3 - Exterior color to be Federal Std #595C - DOT Highway Yellow	LDD OP3	Belkohl d/ba Behlmann Automotive	n/r	highway	P74	each \$450.00000 Possible build constraints-- need a quantity of 10 system-wide to paint any, therefore be aware of production/delivery delays.
OPTION 3 - Exterior color to be Federal Std #595C - DOT Highway Yellow	LDD OP3	CAPITOL AUTOMOTIVE INC	Yellow Pnt	Ram	PYB	each \$450.00000
OPTION 3 - Exterior color to be Federal Std #595C - DOT Highway Yellow	LDD OP3	Shawnee F LLC	School Bus Yellow	Ford	B1	each \$608.00000
OPTION 3 - Exterior color to be Federal Std #595C - DOT Highway Yellow	LDD OP3	BLUE SPRINGS FORD SALES INC				each \$0.00000
OPTION 3 - Exterior color to be Federal Std #595C - DOT Highway Yellow	LDD OP3	Republic Ford	*	Ford	*	each \$627.00000
OPTION 3 - Exterior color to be Federal Std #595C - DOT Highway Yellow	LDD OP3	Joe Machens Ford Lincoln	*	Ford	BI or AT	each \$660.00000
OPTION 3 - Exterior color to be Federal Std #595C - DOT Highway Yellow	LDD OP3	Broadway Ford Truck Sales Inc	Accepted	Ford	B1	each \$660.00000
OPTION 4 - Alternate larger V6 gasoline engine	LDD OP4	Don Brown Chevrolet Inc.		each	\$0.00000	
OPTION 4 - Alternate larger V6 gasoline engine	LDD OP4	PUTNAM CHEVROLET INC		each	\$0.00000	N/A FOR OLD OR NEW BODY STYLE
OPTION 4 - Alternate larger V6 gasoline engine	LDD OP4	CAPITOL AUTOMOTIVE INC		each	\$0.00000	
OPTION 4 - Alternate larger V6 gasoline engine	LDD OP4	Lou Fusz Ford		each	\$0.00000	
OPTION 4 - Alternate larger V6 gasoline engine	LDD OP4	Lou Fusz Chevrolet		each	\$0.00000	
OPTION 4 - Alternate larger V6 gasoline engine	LDD OP4	Roberts Chevrolet Buick	N/A	Chevrolet	N/A	each \$0.00000 Only standard V6 available.
OPTION 4 - Alternate larger V6 gasoline engine	LDD OP4	WK Chevrolet Inc		each	\$0.00000	
OPTION 4 - Alternate larger V6 gasoline engine	LDD OP4	Carthage Chrysler Dodge Jeep Ram		each	\$0.00000	
OPTION 4 - Alternate larger V6 gasoline engine	LDD OP4	Belkohl d/ba Behlmann Automotive		each	\$0.00000	
OPTION 4 - Alternate larger V6 gasoline engine	LDD OP4	Joe Machens Ford Lincoln	DEDUCT - Option A	Ford	99B	each \$800.00000
OPTION 4 - Alternate larger V6 gasoline engine	LDD OP4	Republic Ford	*	Ford	*	each \$945.00000
OPTION 4 - Alternate larger V6 gasoline engine	LDD OP4	Shawnee F LLC	3.5L V6 Eco boost	Ford	994	each \$1,472.00000 \$1,472.442 LWB:: \$2,388.442 SWB; 4x4 SWB:: \$552.4x4 LWB
OPTION 4 - Alternate larger V6 gasoline engine	LDD OP4	BLUE SPRINGS FORD SALES INC	*	Ford	*	each \$1,600.00000
OPTION 4 - Alternate larger V6 gasoline engine	LDD OP4	Joe Machens Ford Lincoln	Option B	Ford	994	each \$1,472.00000
OPTION 4 - Alternate larger V6 gasoline engine	LDD OP4	Lou Fusz Ford	*	Ford	994	each \$1,600.00000
OPTION 4 - Alternate larger V6 gasoline engine	LDD OP4	Broadway Ford Truck Sales Inc	Accepted	Ford EcoBoost	994	each \$1,600.00000 3.5 EcoBoost
OPTION 5 - Alternate V8 gasoline engine	LDD OP5	Don Brown Chevrolet Inc.	OLD STYLE	CHEVROLET	CC10753	each \$0.00000 STANDARD WITH V8
OPTION 5 - Alternate V8 gasoline engine	LDD OP5	PUTNAM CHEVROLET INC	*	CHEVROLET		each \$0.00000 STANDARD
OPTION 5 - Alternate V8 gasoline engine	LDD OP5	WK Chevrolet Inc	na	na	na	each \$0.00000 \$920.4x2 LWB:: \$1,836.4x2 SWB:: \$1,836.4x4 SWB: Standard 4x4 LWB
OPTION 5 - Alternate V8 gasoline engine	LDD OP5	Shawnee F LLC	5.0L V8	Ford	995	each \$920.00000
OPTION 5 - Alternate V8 gasoline engine	LDD OP5	Joe Machens Ford Lincoln	*	Ford	995	each \$1,000.00000
OPTION 5 - Alternate V8 gasoline engine	LDD OP5	Broadway Ford Truck Sales Inc	Accepted	Ford	995	each \$1,000.00000
OPTION 5 - Alternate V8 gasoline engine	LDD OP5	Roberts Chevrolet Buick	N/A	Chevrolet	L9Z	each \$1,255.00000 \$90 upcharge for E85
OPTION 5 - Alternate V8 gasoline engine	LDD OP5	WK Chevrolet Inc	*	na	na	each \$1,295.00000
OPTION 5 - Alternate V8 gasoline engine	LDD OP5	Don Brown Chevrolet Inc.	NEW STYLE	CHEVROLET	CC10753	each \$1,350.00000 N/A
OPTION 5 - Alternate V8 gasoline engine	LDD OP5	Lou Fusz Chevrolet	V8	CHEVROLET SILVERADO	V8	each \$1,359.00000
OPTION 5 - Alternate V8 gasoline engine	LDD OP5	Lou Fusz Chevrolet	V8	GMC		each \$1,359.00000
OPTION 5 - Alternate V8 gasoline engine	LDD OP5	PUTNAM CHEVROLET INC	OLD BODY STYLE DOUBLE CAB	CHEVROLET		each \$1,410.00000
OPTION 5 - Alternate V8 gasoline engine	LDD OP5	Carthage Chrysler Dodge Jeep Ram	*	Dodge	*	each \$1,852.00000
OPTION 5 - Alternate V8 gasoline engine	LDD OP5	Belkohl d/ba Behlmann Automotive	n/r	Hemi V8	EZH	each \$1,885.00000
OPTION 5 - Alternate V8 gasoline engine	LDD OP5	BLUE SPRINGS FORD SALES INC	*	Ford	*	each \$1,000.00000
OPTION 5 - Alternate V8 gasoline engine	LDD OP5	Republic Ford	*	Ford	*	each \$1,885.00000
OPTION 5 - Alternate V8 gasoline engine	LDD OP5	Lou Fusz Ford	A	RAM	EZH	each \$1,950.00000
OPTION 5 - Alternate V8 gasoline engine	LDD OP5	CAPITOL AUTOMOTIVE INC	V8	Ram	27B	each \$1,950.00000
OPTION 6 - Two Full-length cab steps or running boards.	LDD OP6	Joe Machens Ford Lincoln	*	Ford	18B	set \$231.00000
OPTION 6 - Two Full-length cab steps or running boards.	LDD OP6	Shawnee F LLC	Cab Steps	Ford	18B	set \$231.00000
OPTION 6 - Two Full-length cab steps or running boards.	LDD OP6	Republic Ford	*	Ford	*	set \$236.00000
OPTION 6 - Two Full-length cab steps or running boards.	LDD OP6	Broadway Ford Truck Sales Inc	Accepted	Ford	18b	set \$250.00000
OPTION 6 - Two Full-length cab steps or running boards.	LDD OP6	Lou Fusz Ford	*	Ford	18B	set \$250.00000
OPTION 6 - Two Full-length cab steps or running boards.	LDD OP6	PUTNAM CHEVROLET INC	*	CHEVROLET		set \$380.00000
OPTION 6 - Two Full-length cab steps or running boards.	LDD OP6	Don Brown Chevrolet Inc.	OLD STYLE	CHEVROLET	CC15753	set \$565.00000
OPTION 6 - Two Full-length cab steps or running boards.	LDD OP6	Roberts Chevrolet Buick	652.50	Chevrolet	RVS	set \$652.50000 4" Black Round assist steps
OPTION 6 - Two Full-length cab steps or running boards.	LDD OP6	Belkohl d/ba Behlmann Automotive	n/r	Cab Length Running Boards	n/r	set \$655.00000
OPTION 6 - Two Full-length cab steps or running boards.	LDD OP6	Carthage Chrysler Dodge Jeep Ram	*	Dodge	*	set \$660.00000
OPTION 6 - Two Full-length cab steps or running boards.	LDD OP6	Lou Fusz Chevrolet	CAB STEPS	GMC	GMC	set \$660.00000
OPTION 6 - Two Full-length cab steps or running boards.	LDD OP6	Lou Fusz Chevrolet	**	CHEVROLET SILVERADO	BOARDS	set \$660.00000
OPTION 6 - Two Full-length cab steps or running boards.	LDD OP6	Don Brown Chevrolet Inc.	NEW STYLE	CHEVROLET	CC10753	set \$673.00000
OPTION 6 - Two Full-length cab steps or running boards.	LDD OP6	Lou Fusz Ford	A	RAM	MRU	set \$695.00000
OPTION 6 - Two Full-length cab steps or running boards.	LDD OP6	CAPITOL AUTOMOTIVE INC	Steps	Ram	MRU	set \$695.00000
OPTION 6 - Two Full-length cab steps or running boards.	LDD OP6	BLUE SPRINGS FORD SALES INC	*	Ford	*	set \$250.00000
OPTION 6 - Two Full-length cab steps or running boards.	LDD OP6	WK Chevrolet Inc	*	na	na	set \$710.00000
OPTION 6 - Two Full-length cab steps or running boards.	LDD OP6	PUTNAM CHEVROLET INC	OLD BODY STYLE DOUBLE CAB RUNNING BOARDS	CHEVROLET		set \$765.00000
OPTION 6 - Two Full-length cab steps or running boards.	LDD OP6	WK Chevrolet Inc	na	na	na	set \$805.00000 New Body style
OPTION 7 - Short Bed in lieu of Long Bed (DEDUCT)	LDD OP7	Don Brown Chevrolet Inc.		each	\$0.00000	SHORT ONLY NA
OPTION 7 - Short Bed in lieu of Long Bed (DEDUCT)	LDD OP7	PUTNAM CHEVROLET INC		each	\$0.00000	N/A FOR OLD OR NEW BODY STYLE
OPTION 7 - Short Bed in lieu of Long Bed (DEDUCT)	LDD OP7	CAPITOL AUTOMOTIVE INC		each	\$0.00000	
OPTION 7 - Short Bed in lieu of Long Bed (DEDUCT)	LDD OP7	Lou Fusz Ford		each	\$0.00000	
OPTION 7 - Short Bed in lieu of Long Bed (DEDUCT)	LDD OP7	Lou Fusz Chevrolet		each	\$0.00000	
OPTION 7 - Short Bed in lieu of Long Bed (DEDUCT)	LDD OP7	Roberts Chevrolet Buick	N/A	Chevrolet	N/A	each \$0.00000 Only bed available is a shortbed.
OPTION 7 - Short Bed in lieu of Long Bed (DEDUCT)	LDD OP7	WK Chevrolet Inc		each	\$0.00000	(Bed length) #784quot; on new & #96quot; on old

OPTION 7 - Short Bed in lieu of Long Bed (DEDUCT)	LDD OP7	Carthage Chrysler Dodge Jeep Ram		each	\$0.00000		
OPTION 7 - Short Bed in lieu of Long Bed (DEDUCT)	LDD OP7	Belkoi i dba Bethmann Automotive		each	\$0.00000		
OPTION 7 - Short Bed in lieu of Long Bed (DEDUCT)	LDD OP7	Lou Fusz Ford	Ford	each	\$200.00000	(Bed length) 6.5	
OPTION 7 - Short Bed in lieu of Long Bed (DEDUCT)	LDD OP7	Joe Machens Ford Lincoln	Ford	each	\$214.00000	(Bed length) 6.5	
OPTION 7 - Short Bed in lieu of Long Bed (DEDUCT)	LDD OP7	Shawnee F LLC	6.5 Bed Ford	each	\$1,000.00000	4x2 SWB 3.3L V6 \$1(1000); 4x4 SWB 3.3L V6 \$1(1800)	
OPTION 7 - Short Bed in lieu of Long Bed (DEDUCT)	LDD OP7	BLUE SPRINGS FORD SALES INC	Ford	each	\$200.00000	(Bed length) 6.5'	
OPTION 7 - Short Bed in lieu of Long Bed (DEDUCT)	LDD OP7	Broadway Ford Truck Sales Inc	Ford	each	\$1,100.00000	(Bed length) 6.5	
OPTION 7 - Short Bed in lieu of Long Bed (DEDUCT)	LDD OP7	Republic Ford	DEDUCT Ford	each	\$1,100.00000	(Bed length) 6.5' Changes engine to 3.3L V6	
OPTION 8 - Optional Rear Axle Ratio	LDD OP8	Don Brown Chevrolet Inc.	CHEVROLET	each	\$0.00000	N/A	
OPTION 8 - Optional Rear Axle Ratio	LDD OP8	PUTNAM CHEVROLET INC	CHEVROLET	each	\$0.00000	N/A FOR OLD OR NEW BODY STYLE	
OPTION 8 - Optional Rear Axle Ratio	LDD OP8	Lou Fusz Chevrolet	CHEVROLET	each	\$0.00000		
OPTION 8 - Optional Rear Axle Ratio	LDD OP8	Roberts Chevrolet Buick	CHEVROLET	each	\$0.00000	Only 3.42 available.	3.42
OPTION 8 - Optional Rear Axle Ratio	LDD OP8	WK Chevrolet Inc	CHEVROLET	each	\$0.00000		
OPTION 8 - Optional Rear Axle Ratio	LDD OP8	Republic Ford	Ford	each	\$76.00000		
OPTION 8 - Optional Rear Axle Ratio	LDD OP8	Carthage Chrysler Dodge Jeep Ram	Dodge	each	\$95.00000		
OPTION 8 - Optional Rear Axle Ratio	LDD OP8	CAPITOL AUTOMOTIVE INC	Avt	each	\$95.00000		3.55
OPTION 8 - Optional Rear Axle Ratio	LDD OP8	Belkoi i dba Bethmann Automotive	n/r	each	\$95.00000	Optional rear axle ratio	3.55
OPTION 8 - Optional Rear Axle Ratio	LDD OP8	Lou Fusz Ford	A	each	\$95.00000		3.55
OPTION 8 - Optional Rear Axle Ratio	LDD OP8	BLUE SPRINGS FORD SALES INC	Ford	each	\$0.00000		
OPTION 8 - Optional Rear Axle Ratio	LDD OP8	Broadway Ford Truck Sales Inc	Ford	each	\$420.00000	Electronic Locker	3.31
OPTION 8 - Optional Rear Axle Ratio	LDD OP8	Lou Fusz Ford	Ford	each	\$420.00000		3.73
OPTION 8 - Optional Rear Axle Ratio	LDD OP8	Joe Machens Ford Lincoln	Ford	each	\$251.00000		
OPTION 9 - Limited Slip Rear Axle	LDD OP9	Don Brown Chevrolet Inc.	OLD STYLE CHEVROLET	each	\$0.00000	STANDARD	3.42
OPTION 9 - Limited Slip Rear Axle	LDD OP9	PUTNAM CHEVROLET INC	CHEVROLET	each	\$0.00000	STANDARD	3.42
OPTION 9 - Limited Slip Rear Axle	LDD OP9	WK Chevrolet Inc	na	each	\$0.00000	Included	3.42
OPTION 9 - Limited Slip Rear Axle	LDD OP9	Roberts Chevrolet Buick	0	each	\$355.50000	Standard on alternative.	3.42
OPTION 9 - Limited Slip Rear Axle	LDD OP9	Don Brown Chevrolet Inc.	NEW STYLE CC10753	each	\$358.00000		3.42
OPTION 9 - Limited Slip Rear Axle	LDD OP9	Lou Fusz Chevrolet	CHEVROLET SILVERADO	each	\$360.00000		3.42
OPTION 9 - Limited Slip Rear Axle	LDD OP9	Lou Fusz Chevrolet	LOCKING REAR	each	\$360.00000		3.42
OPTION 9 - Limited Slip Rear Axle	LDD OP9	WK Chevrolet Inc	na	each	\$375.00000		3.42
OPTION 9 - Limited Slip Rear Axle	LDD OP9	PUTNAM CHEVROLET INC	OLD BODY STYLE DOUBLE CAB	each	\$380.00000		3.42
OPTION 9 - Limited Slip Rear Axle	LDD OP9	Broadway Ford Truck Sales Inc	Accented	each	\$420.00000	Electronic Locker	3.31
OPTION 9 - Limited Slip Rear Axle	LDD OP9	Lou Fusz Ford	Ford	each	\$420.00000		3.11
OPTION 9 - Limited Slip Rear Axle	LDD OP9	Belkoi i dba Bethmann Automotive	n/r	each	\$465.00000	Limited Slip Axle	choice
OPTION 9 - Limited Slip Rear Axle	LDD OP9	Carthage Chrysler Dodge Jeep Ram	Dodge	each	\$470.00000		3.42
OPTION 9 - Limited Slip Rear Axle	LDD OP9	Lou Fusz Ford	A	each	\$495.00000		3.21
OPTION 9 - Limited Slip Rear Axle	LDD OP9	BLUE SPRINGS FORD SALES INC	Ford	each	\$420.00000		3.55 Block
OPTION 9 - Limited Slip Rear Axle	LDD OP9	CAPITOL AUTOMOTIVE INC	Limited Slip Ram	each	\$465.00000		3.21
OPTION 9 - Limited Slip Rear Axle	LDD OP9	Shawnee F LLC	E-Locking Rear Axle Ford	each	\$525.00000	Depends on Engine Size and with or without Tow Package	3.55 / 3.73
OPTION 9 - Limited Slip Rear Axle	LDD OP9	Joe Machens Ford Lincoln	na	each	\$525.00000		3.73 depends on engine
OPTION 9 - Limited Slip Rear Axle	LDD OP9	Republic Ford	Accented Ford	each	\$541.00000		+
OPTION 10 - Auxiliary Upfitter Switches	LDD OP10	Don Brown Chevrolet Inc.	OLD STYLE CHEVROLET	each	\$0.00000	N/A	
OPTION 10 - Auxiliary Upfitter Switches	LDD OP10	Broadway Ford Truck Sales Inc	CC15753	each	\$0.00000		
OPTION 10 - Auxiliary Upfitter Switches	LDD OP10	CAPITOL AUTOMOTIVE INC	0	each	\$0.00000		
OPTION 10 - Auxiliary Upfitter Switches	LDD OP10	Republic Ford	0	each	\$0.00000		
OPTION 10 - Auxiliary Upfitter Switches	LDD OP10	Lou Fusz Ford	0	each	\$0.00000		
OPTION 10 - Auxiliary Upfitter Switches	LDD OP10	Lou Fusz Ford	0	each	\$0.00000		
OPTION 10 - Auxiliary Upfitter Switches	LDD OP10	Joe Machens Ford Lincoln	0	each	\$0.00000		
OPTION 10 - Auxiliary Upfitter Switches	LDD OP10	Carthage Chrysler Dodge Jeep Ram	0	each	\$0.00000		
OPTION 10 - Auxiliary Upfitter Switches	LDD OP10	Belkoi i dba Bethmann Automotive	0	each	\$0.00000		
OPTION 10 - Auxiliary Upfitter Switches	LDD OP10	WK Chevrolet Inc	na	each	\$135.00000	None available on new body style	
OPTION 10 - Auxiliary Upfitter Switches	LDD OP10	Roberts Chevrolet Buick	na	each	\$135.00000	N/A on old body style.	
OPTION 10 - Auxiliary Upfitter Switches	LDD OP10	Lou Fusz Chevrolet	na	each	\$137.00000		
OPTION 10 - Auxiliary Upfitter Switches	LDD OP10	BLUE SPRINGS FORD SALES INC	na	each	\$0.00000		
OPTION 10 - Auxiliary Upfitter Switches	LDD OP10	Lou Fusz Chevrolet	na	each	\$137.00000		
OPTION 10 - Auxiliary Upfitter Switches	LDD OP10	PUTNAM CHEVROLET INC	na	each	\$145.00000	N/A ON THE OLD BODY STYLE	
OPTION 10 - Auxiliary Upfitter Switches	LDD OP10	Don Brown Chevrolet Inc.	NEW STYLE CC10753	each	\$145.00000		
OPTION 11 - Bluetooth Capability	LDD OP11	Don Brown Chevrolet Inc.	OLD NEW STYLE CHEVROLET	each	\$0.00000	STANDARD	
OPTION 11 - Bluetooth Capability	LDD OP11	PUTNAM CHEVROLET INC	CHEVROLET	each	\$0.00000	STANDARD ON OLD BODY STYLE AND NEW BODY STYLE	
OPTION 11 - Bluetooth Capability	LDD OP11	Lou Fusz Chevrolet	GMC	each	\$0.00000	STANDARD	
OPTION 11 - Bluetooth Capability	LDD OP11	Roberts Chevrolet Buick	0	each	\$0.00000	Standard on both models.	
OPTION 11 - Bluetooth Capability	LDD OP11	WK Chevrolet Inc	0	each	\$0.00000		
OPTION 11 - Bluetooth Capability	LDD OP11	Carthage Chrysler Dodge Jeep Ram	Dodge	each	\$165.00000		
OPTION 11 - Bluetooth Capability	LDD OP11	Belkoi i dba Bethmann Automotive	n/r	each	\$190.00000		
OPTION 11 - Bluetooth Capability	LDD OP11	CAPITOL AUTOMOTIVE INC	UConnect	each	\$195.00000		
OPTION 11 - Bluetooth Capability	LDD OP11	Joe Machens Ford Lincoln	0	each	\$387.00000		
OPTION 11 - Bluetooth Capability	LDD OP11	Shawnee F LLC	na	each	\$387.00000		
OPTION 11 - Bluetooth Capability	LDD OP11	Republic Ford	0	each	\$390.00000		
OPTION 11 - Bluetooth Capability	LDD OP11	BLUE SPRINGS FORD SALES INC	0	each	\$420.00000		
OPTION 11 - Bluetooth Capability	LDD OP11	Lou Fusz Ford	0	each	\$420.00000		
OPTION 11 - Bluetooth Capability	LDD OP11	Broadway Ford Truck Sales Inc	Accented	each	\$645.00000		
OPTION 11 - Bluetooth Capability	LDD OP11	Lou Fusz Ford	A	each	\$695.00000		
OPTION 12 - Upgrade from standard manufacturers all season tires to all-terrain tires:	LDD OP12	Broadway Ford Truck Sales Inc		each	\$0.00000	Available at no charge but must upgrade from standard motor	
OPTION 12 - Upgrade from standard manufacturers all season tires to all-terrain tires:	LDD OP12	WK Chevrolet Inc		na	\$190.00000	same for new/old body style	
OPTION 12 - Upgrade from standard manufacturers all season tires to all-terrain tires:	LDD OP12	Don Brown Chevrolet Inc.	OLD NEW STYLE CHEVROLET	each	\$196.00000		
OPTION 12 - Upgrade from standard manufacturers all season tires to all-terrain tires:	LDD OP12	PUTNAM CHEVROLET INC	CHEVROLET	each	\$200.00000	DOUBLE CAB OLD BODY STYLE	
OPTION 12 - Upgrade from standard manufacturers all season tires to all-terrain tires:	LDD OP12	Carthage Chrysler Dodge Jeep Ram		Dodge	each	\$236.00000	
OPTION 12 - Upgrade from standard manufacturers all season tires to all-terrain tires:	LDD OP12	Belkoi i dba Bethmann Automotive	n/r	All Terrain Tires	each	\$245.00000	
OPTION 12 - Upgrade from standard manufacturers all season tires to all-terrain tires:	LDD OP12	CAPITOL AUTOMOTIVE INC	Tires	TBD	each	\$250.00000	
OPTION 12 - Upgrade from standard manufacturers all season tires to all-terrain tires:	LDD OP12	Lou Fusz Ford	A	RAM	each	\$250.00000	
OPTION 12 - Upgrade from standard manufacturers all season tires to all-terrain tires:	LDD OP12	Joe Machens Ford Lincoln		Ford	each	\$272.00000	
OPTION 12 - Upgrade from standard manufacturers all season tires to all-terrain tires:	LDD OP12	Shawnee F LLC	LT245/70R17E	Ford	each	\$272.00000	
OPTION 12 - Upgrade from standard manufacturers all season tires to all-terrain tires:	LDD OP12	Republic Ford		Ford	each	\$280.00000	
OPTION 12 - Upgrade from standard manufacturers all season tires to all-terrain tires:	LDD OP12	Lou Fusz Ford		Ford	each	\$295.00000	
OPTION 12 - Upgrade from standard manufacturers all season tires to all-terrain tires:	LDD OP12	Roberts Chevrolet Buick	\$180 on old body style P265/70R17 AT SL	Chevrolet	each	\$355.50000	No LT tire available on alternative.
OPTION 12 - Upgrade from standard manufacturers all season tires to all-terrain tires:	LDD OP12	BLUE SPRINGS FORD SALES INC		Ford	each	\$295.00000	
OPTION 12 - Upgrade from standard manufacturers all season tires to all-terrain tires:	LDD OP12	Lou Fusz Chevrolet	ALL TERRAIN TIRES	GMC	each	\$360.00000	
OPTION 12 - Upgrade from standard manufacturers all season tires to all-terrain tires:	LDD OP12	Lou Fusz Chevrolet	**	CHEVROLET SILVERADO	each	\$360.00000	
OPTION 12 - Upgrade from standard manufacturers all season tires to all-terrain tires:	LDD OP12	PUTNAM CHEVROLET INC	OLD BODY STYLE DOUBLE CAB ALL TERRAIN	CHEVROLET	each	\$375.00000	
OPTION 13 - 4WD in lieu of 2WD	LDD OP13	Belkoi i dba Bethmann Automotive	n/r	RAM 1500 Quad Cab 4x4	each	\$1,592.00000	
OPTION 13 - 4WD in lieu of 2WD	LDD OP13	WK Chevrolet Inc	na	each	\$1,616.00000	old style	
OPTION 13 - 4WD in lieu of 2WD	LDD OP13	Don Brown Chevrolet Inc.	NEW STYLE	CHEVROLET	each	\$2,369.00000	
OPTION 13 - 4WD in lieu of 2WD	LDD OP13	Joe Machens Ford Lincoln	0	Ford	each	\$2,378.00000	Must add short bed or optional engine 5.0L or 3.5L EcoBoost.
OPTION 13 - 4WD in lieu of 2WD	LDD OP13	Roberts Chevrolet Buick	0	Chevrolet Silverado Dbl Cab	each	\$2,459.00000	This is the new body style 4-wheel drive option only.
OPTION 13 - 4WD in lieu of 2WD	LDD OP13	WK Chevrolet Inc	na	each	\$2,500.00000	New body style	

OPTION 13 - 4WD in lieu of 2WD	LDD OP13 Roberts Chevrolet Buick	Old Body Style	Chevrolet Silverado Dbl Cab	CK19753	each	\$2,817.000000	This is the old body style 4 wheel drive option price.
OPTION 13 - 4WD in lieu of 2WD	LDD OP13 Don Brown Chevrolet Inc.	OLD STYLE	CHEVROLET	CC19753	each	\$2,816.000000	
OPTION 13 - 4WD in lieu of 2WD	LDD OP13 Republic Ford	*	Ford	XIE	each	\$3,865.000000	
OPTION 13 - 4WD in lieu of 2WD	LDD OP13 Carthage Chrysler Dodge Jeep Ram	*	Dodge	DS6L41	each	\$3,158.000000	
OPTION 13 - 4WD in lieu of 2WD	LDD OP13 Lou Fusz Chevrolet	**	CHEVROLET SILVERADO	404	each	\$3,158.000000	
OPTION 13 - 4WD in lieu of 2WD	LDD OP13 Lou Fusz Chevrolet	4X4	GMC	4X4	each	\$3,158.000000	
OPTION 13 - 4WD in lieu of 2WD	LDD OP13 Shawnee F LLC	444 LWB	Ford	XIE 164 WB	each	\$3,165.000000	8' Bed
OPTION 13 - 4WD in lieu of 2WD	LDD OP13 PUTNAM CHEVROLET INC	OLD BODY STYLE DOUBLE CAB 4X4	CHEVROLET	DOUBLE CAB NEW BODY STYLE	each	\$3,200.000000	
OPTION 13 - 4WD in lieu of 2WD	LDD OP13 Lou Fusz Ford	*	Ford	XIE	each	\$3,496.000000	Must get upgraded engine on long bed
OPTION 13 - 4WD in lieu of 2WD	LDD OP13 CAPITOL AUTOMOTIVE INC	4X4	Ram	DS6L41	each	\$3,500.000000	
OPTION 13 - 4WD in lieu of 2WD	LDD OP13 BLUE SPRINGS FORD SALES INC	F 150 4X4 SuperCab	Ford	*	each	\$3,865.000000	5.0L V8, 8' Box
OPTION 13 - 4WD in lieu of 2WD	LDD OP13 Lou Fusz Ford	A	RAM	DS6L41	each	\$3,800.000000	
OPTION 13 - 4WD in lieu of 2WD	LDD OP13 PUTNAM CHEVROLET INC	A	CHEVROLET	DOUBLE CAB OLD BODY STYLE	each	\$3,800.000000	
OPTION 13 - 4WD in lieu of 2WD	LDD OP13 Broadway Ford Truck Sales Inc	Accepted	Ford	XIE	each	\$26,881.000000	
OPTION 14 - Additional Set of Keys (Ignition and door locks)	LDD OP14 Lou Fusz Chevrolet	**	CHEVROLET SILVERADO	KEYS	each	\$41.000000	
OPTION 14 - Additional Set of Keys (Ignition and door locks)	LDD OP14 Lou Fusz Chevrolet	EXTRA KEYS	GMC	KEYS	each	\$41.000000	
OPTION 14 - Additional Set of Keys (Ignition and door locks)	LDD OP14 Don Brown Chevrolet Inc.	OLD STYLE	CHEVROLET	CC19753	each	\$42.000000	
OPTION 14 - Additional Set of Keys (Ignition and door locks)	LDD OP14 Roberts Chevrolet Buick	\$45.00	Chevrolet	9H1	each	\$45.000000	
OPTION 14 - Additional Set of Keys (Ignition and door locks)	LDD OP14 PUTNAM CHEVROLET INC	KEY FOR OLD BODY STYLE	CHEVROLET	DOUBLE CAB NEW BODY STYLE	each	\$65.000000	KEY CUT AND PROGRAMMED
OPTION 14 - Additional Set of Keys (Ignition and door locks)	LDD OP14 PUTNAM CHEVROLET INC	*	CHEVROLET	DOUBLE CAB OLD BODY STYLE	each	\$65.000000	KEY CUT AND PROGRAMMED
OPTION 14 - Additional Set of Keys (Ignition and door locks)	LDD OP14 Don Brown Chevrolet Inc.	NEW STYLE	CHEVROLET	CC10753	each	\$85.000000	
OPTION 14 - Additional Set of Keys (Ignition and door locks)	LDD OP14 Shawnee F LLC	Chip Key	Ford	DI	each	\$100.000000	\$200 All in one Key
OPTION 14 - Additional Set of Keys (Ignition and door locks)	LDD OP14 WK Chevrolet Inc	*	na	na	each	\$115.000000	same for new and old body style
OPTION 14 - Additional Set of Keys (Ignition and door locks)	LDD OP14 Belkohl & dba Behlmann Automotive	n/r	MPAR Parts	unk	each	\$245.000000	
OPTION 14 - Additional Set of Keys (Ignition and door locks)	LDD OP14 Republic Ford	*	Ford	*	each	\$250.000000	
OPTION 14 - Additional Set of Keys (Ignition and door locks)	LDD OP14 Broadway Ford Truck Sales Inc	Accepted	Ford	NA	each	\$300.000000	
OPTION 14 - Additional Set of Keys (Ignition and door locks)	LDD OP14 CAPITOL AUTOMOTIVE INC	Key	Ram	DLR	each	\$350.000000	
OPTION 14 - Additional Set of Keys (Ignition and door locks)	LDD OP14 Joe Machens Ford Lincoln	*	Ford	PTS	each	\$350.000000	
OPTION 14 - Additional Set of Keys (Ignition and door locks)	LDD OP14 Carthage Chrysler Dodge Jeep Ram	*	Dodge	*	each	\$350.000000	
OPTION 14 - Additional Set of Keys (Ignition and door locks)	LDD OP14 BLUE SPRINGS FORD SALES INC	*	Ford	w/o power group	each	\$75.000000	
OPTION 14 - Additional Set of Keys (Ignition and door locks)	LDD OP14 Lou Fusz Ford	*	Ford	k	each	\$395.000000	
OPTION 14 - Additional Set of Keys (Ignition and door locks)	LDD OP14 Lou Fusz Ford	A	RAM	A	each	\$565.000000	
OPTION 15 - Power windows/power door locks	LDD OP15 Don Brown Chevrolet Inc.	OLD NEW STYLE	CHEVROLET	CC19753 / CC10753	each	\$0.000000	STANDARD
OPTION 15 - Power windows/power door locks	LDD OP15 PUTNAM CHEVROLET INC	*	CHEVROLET	DOUBLE CAB OLD BODY STYLE	each	\$0.000000	STANDARD
OPTION 15 - Power windows/power door locks	LDD OP15 PUTNAM CHEVROLET INC	POWER WINDOWS/LOCKS OLD BODY STYLE	CHEVROLET	DOUBLE CAB NEW BODY STYLE	each	\$0.000000	STANDARD
OPTION 15 - Power windows/power door locks	LDD OP15 Lou Fusz Ford	A	RAM	A	each	\$0.000000	Standard
OPTION 15 - Power windows/power door locks	LDD OP15 Lou Fusz Chevrolet	POWER EQ	GMC	POWER	each	\$0.000000	STANDARD
OPTION 15 - Power windows/power door locks	LDD OP15 Roberts Chevrolet Buick	0	Chevrolet	ZG2	each	\$0.000000	Std.
OPTION 15 - Power windows/power door locks	LDD OP15 WK Chevrolet Inc	*	Included	na	each	\$0.000000	same for new and old body style
OPTION 15 - Power windows/power door locks	LDD OP15 Carthage Chrysler Dodge Jeep Ram	Standard	Dodge	*	each	\$0.000000	
OPTION 15 - Power windows/power door locks	LDD OP15 Belkohl & dba Behlmann Automotive	n/r	Standard Equipment on this build	na	each	\$0.000000	This is standard equipment on this cab configuration!
OPTION 15 - Power windows/power door locks	LDD OP15 CAPITOL AUTOMOTIVE INC	W L	Ram	Std	each	\$1.000000	
OPTION 15 - Power windows/power door locks	LDD OP15 Joe Machens Ford Lincoln	*	Ford	85A	each	\$1,077.000000	
OPTION 15 - Power windows/power door locks	LDD OP15 Shawnee F LLC	Power Group	Ford	85A	each	\$1,077.000000	Power Locks, windows, Mirrors & RKE
OPTION 15 - Power windows/power door locks	LDD OP15 BLUE SPRINGS FORD SALES INC	*	Ford	*	each	\$1,170.000000	
OPTION 15 - Power windows/power door locks	LDD OP15 Republic Ford	*	Ford	*	each	\$1,112.000000	
OPTION 15 - Power windows/power door locks	LDD OP15 Lou Fusz Ford	*	Ford	85A	each	\$1,170.000000	
OPTION 15 - Power windows/power door locks	LDD OP15 Broadway Ford Truck Sales Inc	Accepted	Ford	101a	each	\$1,500.000000	

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

February Session of the January Adjourned

Term. 20 20

In the County Commission of said county, on the

11th

day of

February

20 20

the following, among other proceedings, were had, viz:

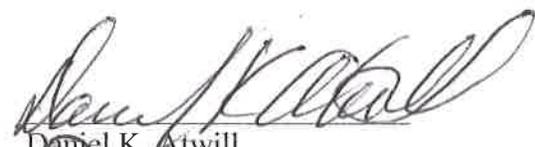
Now on this day, the County Commission of the County of Boone does hereby approve the attached Animal Control Enforcement Cooperative Agreement between Boone County and the City of Ashland.

Terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Cooperative Agreement.

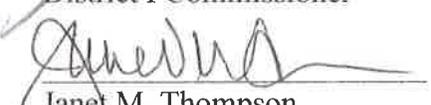
Done this 11th day of February 2020.

ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ANIMAL CONTROL ENFORCEMENT COOPERATIVE AGREEMENT

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ASHLAND, MISSOURI AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor, on behalf of the City of Ashland, to enter into an Animal Control Cooperative Agreement with the Boone County Commission. The form and content of the Cooperative agreement shall be substantially as set forth in Exhibit "A" which, is attached to and made a part of this ordinance.

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

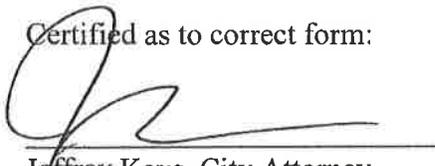
Dated this 2<sup>nd</sup> day of July, 2019.

  
Gene Rhorer, Mayor

Attest:

  
Darla Sapp, City Clerk

Certified as to correct form:

  
Jeffrey Kays, City Attorney

**Animal Control Enforcement Cooperative Agreement**

THIS AGREEMENT is entered into this 11 day of February, 2020 by and between the **County of Boone**, State of Missouri through the Boone County Commission (herein "County") and the **City of Ashland**, a municipal corporation within the County of Boone, State of Missouri (herein "City");

WITNESSETH:

WHEREAS, County has duly enacted certain regulations pertaining to Animal Control pursuant to Sections 192.300 and 322.090-322.130, RSMo, and provided a program for inspection and enforcement of same within the unincorporated areas of Boone County, Missouri, and

WHEREAS, City has enacted Chapter 27 of the Code of Ordinances of the City of Ashland, copies are attached hereto and incorporated herein by reference, which are substantially the same as the Boone County Health Regulations, Chapter 2 – Animal Control, and desires to establish a program for inspection and enforcement of its Animal Control Codes, and

WHEREAS, the parties hereto believe that it is in their respective economic interests and in the public interest in general to enter into this agreement to have a uniform program for Animal Control Codes enforcement in order to promote the health, safety, and welfare for the citizens of Boone County, and

WHEREAS, the parties hereto are authorized by law to contract for common services pursuant to Section 70.220, RSMo, and each by order or ordinance has empowered their respective signatories to enter into this agreement,

NOW THEREFORE, in consideration of the mutual understandings and undertakings contained in this agreement, the parties agree as follows:

1. The City shall enact and keep in full force the following "Animal Control Codes":
  - A. Chapter 27 – Animal Control. These ordinances shall be substantially similar to Chapter 2 of the Boone County Health Code, which is subject to change by the Boone County Commission; City agrees to promptly amend its ordinances to adopt current county animal control ordinances for

services within City as soon as reasonably practicable after they are adopted by County, and County, through the Department, shall notify the City of any such changes.

B. An ordinance which establishes fines and penalties for violation of the Animal Control Codes and remedies to provide for the enforcement thereof, consistent with fees, fines, penalties and remedies provided for by the County for the same or similar circumstances. These fees, fines, penalties and remedies are subject to change by the Boone County Commission; City agrees to promptly amend its ordinances to adopt current county fees, fines, penalties and remedies for services within City as soon as reasonably practicable after they are adopted by County, and County, through the Department, shall notify the City of any such changes.

C. An ordinance which authorizes this agreement and empowers the County through the City of Columbia/Boone County Health Department (hereafter "Department") to administer and enforce the foregoing regulations within City.

2. County agrees to provide animal code enforcement services within City through the Department at the anticipated services levels set out in Exhibit A. County also agrees to notify City in the event it amends Chapter 2 – Animal Control of the Boone County Health Code so as to allow City to amend as appropriate Chapter 27 of its Code of Ordinances so that the operative terms shall remain consistent. County through the Department also shall keep and maintain records and reports relating to the enforcement activity and provide City with copies of same upon request or as mutually deemed appropriate. Fees, if any, such as permit fees for dangerous or exotic animals, boarding fees and/or impoundment fees shall be retained by the County as in other County animal code enforcement activities.

3. City agrees to inform the public in the City of the adoption of the Animal Control Codes and administration and enforcement thereof by the Department. City also agrees to provide Department and County with copies of all amendments of Codes for relevant administration and legal proceedings.

4. For the term of this contract, June 7, 2019 through June 6, 2020, City agrees to pay County a rate of \$40.52 for each hour the Department spends responding to calls, plus mileage for each call at the current IRS mileage reimbursement rate. However, the total reimbursement shall not exceed \$6,000 unless this contract is amended. The City will be reimbursing for services rendered herein, and paid on a quarterly basis. This is a one-year contract and will not automatically renew. If the parties wish to continue services beyond June 6, 2020, they will enter into a new, written agreement.

5. City agrees to enforce compliance with the Animal Codes by bringing civil or criminal legal proceedings against those for whom violations have been reported as deemed appropriate by legal counsel for the City. City also shall, at its own expense, defend all legal actions pertaining to the interpretation or implementation of the Animal Codes provided for herein and adopted by City and shall, as the City Prosecutor deems appropriate, prosecute all legal actions under the Animal Codes.

6. This agreement shall not be assignable or otherwise transferable except upon mutual consent of the parties and shall not be modified or otherwise amended except by written instrument executed with the same formality as this agreement.

7. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns in office.

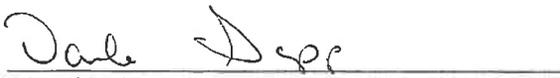
IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above-written.

**CITY OF ASHLAND:**

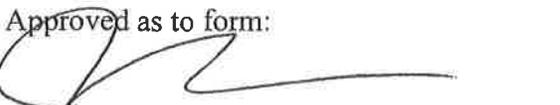
By: 

Mayor

ATTEST:

  
City Clerk

Approved as to form:

  
City Attorney

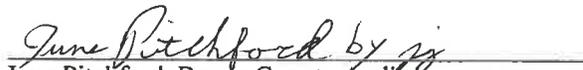
**BOONE COUNTY, MISSOURI:**

By:   
Daniel K. Atwill, Presiding Commissioner

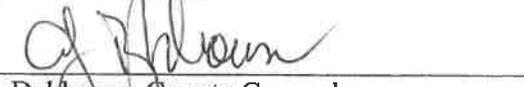
ATTEST:

  
Brianna Lennon, County Clerk

**AUDITOR ACKNOWLEDGEMENT  
FOR BUDGET PURPOSES:**

  
June Pitchford, Boone County Auditor  
Revenue Only 1730-3528

Approved as to form:

  
C.J. Dykhouse, County Counselor

## **Exhibit A**

### **Columbia/Boone County Health Department Ashland Animal Control Enforcement Cooperative Agreement Anticipated Level of Service**

Normal service levels: 2.5 Animal Control Officers for Boone County excluding the City of Columbia.

Normal service hours: 7:00 a.m. - 6:00 p.m. The Animal Control Officers serving Boone County, excluding the City of Columbia, are typically available seven days per week and after hours for emergencies.

Emergency response: Emergencies such as dog bites, vicious dogs, large animals in roadways threatening public safety, injured animals, and wildlife inside living spaces will be responded to as quickly as resources allow.

Routine running at-large calls will be responded to during normally-staffed hours of operation and is not considered an emergency.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

February Session of the January Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

11th

day of

February

20 20

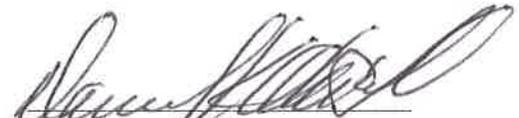
the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached FY20 Emergency Management Performance Grant (EMPG) application submitted by the Department of Emergency Management Operations.

Done this 11th day of February 2020.

ATTEST:

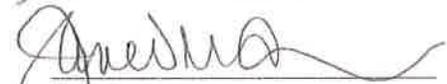
  
Brianna L. Lennon  
Clerk of the County Commission

  
\_\_\_\_\_

Daniel K. Atwill  
Presiding Commissioner

  
\_\_\_\_\_

Fred J. Parry  
District I Commissioner

  
\_\_\_\_\_

Janet M. Thompson  
District II Commissioner



**BOONE COUNTY**  
**Office of Emergency Management**

2145 County Drive  
Columbia, MO 65202  
573-554-7908

**MEMORANDUM**

---

**DATE:** January 30, 2020

**TO:** Dan Atwill, Presiding Commissioner  
Fred Parry, District I Commissioner  
Janet Thompson, District II Commissioner

**FROM:** Chad Martin, Emergency Management Director

**SUBJECT:** Emergency Management Performance Grant Award Letter

Enclosed is the 2020 Emergency Management Performance Grant (EMPG) Application. The EMPG funding is a 50/50 cost split between the County and FEMA to ensure Emergency Management (EM) is effective across the country.

# **FY20 MISSOURI EMPG PROGRAM MANUAL**

## **EXECUTIVE SUMMARY**

### **Emergency Management Performance Grants (EMPG)**

EMPG is a funding opportunity offered by the State Emergency Management Agency (SEMA). The purpose of the Missouri EMPG Program is to support a comprehensive, all-hazard emergency preparedness system by building and sustaining the core capabilities contained in the National Preparedness Goal.

### **Eligible Applicants**

The following entities with an emergency management director/coordinator are eligible to apply under this solicitation:

Funding under this program is ultimately used by emergency management organizations at the Local level of government. A Local organization for emergency management is any organization established under RSMo Chapter 44 by any county or by any city, town, or village to perform local emergency management functions, including fire districts.

Applicants must apply for, update, or verify their Data Universal Numbering System (DUNS) Number and Employer ID Number (EIN) and update or verify their System for Award Management (SAM) Registration. Applicants for this award must continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by DHS/FEMA.

### **Baseline Requirements**

There are eight (8) Baseline Requirements for participation in the 2020 Missouri EMPG Program. All EMPG recipients are required to:

- Designate a 24/7 Emergency Operations Center (EOC)
- Maintain a Local Emergency Operations Plan (LEOP)
- Implement the National Incident Management System (NIMS)
- Complete FEMA/SEMA training requirements
- Participate in at least two (2) annual exercises, one of which is operations based
- Maintain an annual Training and Exercise Plan (TEP)
- Register for WebEOC, utilize during incidents, events and trainings
- Participate in Threat and Hazard Identification and Risk Assessment (THIRA) updates

### **Eligible Costs**

2020 Missouri EMPG costs are limited to the following categories:

- Essential Emergency Management Personnel and Benefits
- Essential Emergency Operations Center Supplies and Operating Expenses
- Essential Emergency Operations Center Equipment
- Essential Emergency Management Travel

**Application Process**

SEMA is making the 2020 Missouri EMPG application opportunity available through WebGrants, an on-line internet portal for electronic grants management. First-time users will need to register their organizations and get approval from SEMA prior to beginning the application process. Registration approval within WebGrants is not automatic and is subject to review and must be approved by the EMPG Program Manager. The WebGrants portal is open for registration at <https://dpsgrants.dps.mo.gov>. The application period is from January 6 to January 31, 2020 at 4:00 p.m. No late applications will be accepted.

**Cost Share or Match**

The Federal share of funds made available under the program shall not exceed 50 percent (50%) of the total budget. 42 U.S.C. § 5196(j). Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. SEMA administers EMPG Program cost matching requirements in accordance with 2 CFR 200.306. To meet matching requirements, the subrecipient's contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

Match can be hard or in-kind. Hard match is funds provided by the local government for the EMA, while in-kind match is donated goods or services. It should be noted that in-kind match should not replace hard match provided by the city or county for the purposes of running the EMA. In-kind match is used specifically for goods or services that go above and beyond the approved funds. For example, in-kind (or soft-match), can be used for items/projects that could not be funded through budgeted dollars. Items seen so far include purchasing a radio, repeater, computer, copier, etc. that could not be afforded through the approved local budget. In-kind match will be reviewed at time of application and is subject to available funds provided through SEMA for local expenses.

**Indirect Costs**

Indirect costs are allowable only if the applicant has an approved indirect cost rate with the cognizant Federal agency. A copy of the approved rate (a fully executed agreement negotiated with the applicant's cognizant Federal agency) is required at the time of application. Indirect costs will be evaluated as part of the application for Federal funds to determine if allowable and reasonable.



**Application**

**111264 - FY20 Emergency Management Performance Grants - Final Application**

---

**111695 - Emergency Management Performance Grant  
Emergency Management Performance Grants (EMPG) Local**

**Status:** Editing **Submitted Date:**

**Applicant Information**

---

**Primary Contact:**

**Name:\*** Ms. Della Luster  
Title First Name Last Name

**Job Title:\*** Administrative Coordinator

**Email:\*** dluster@boonecountymo.org

**Mailing Address:\*** 2145 County Drive

**Street Address 1:**

**Street Address 2:**

**\* City State/Province Postal Code/Zip**  
 Columbia Missouri 65202

**Phone:\*** 573-554-7907 Ext.

**Fax:\*** 573-442-3828

**Organization Information**

**Applicant Agency:\*** Boone County, Emergency Management Agency

**Organization Type:\*** Government

**Federal Tax ID#:** 436000349

**DUNS #:** 073755977

**SAM/CCR CAGE Code:** Valid Until Date

**Organization Website:** www.showmeboone.com/OEM

**Mailing Address:\*** 2145 County Drive  
**Street Address 1:**  
**Street Address 2:**  
**City\*** Columbia Missouri 65202 0000  
City State/Province Postal Code/Zip + 4  
**County:\*** Boone  
**Congressional District:\*** 04  
**Phone:\*** 573-554-7900 Ext.  
**Fax:\*** 573-442-3828

**Contact Information**

---

**Authorized Official**

*Enter the name and address of the individual who has the authority to legally bind the applicant agency.*

- *City Government - If the applicant agency is a city, the mayor/ city administrator shall be the Authorized Official.*
- *County Government - If the applicant agency is a county, the presiding commissioner shall be the Authorized Official.*

**Authorized Official:\*** Mr. Daniel Atwill  
Title First Name Last Name  
**Job Title:\*** Presiding Commissioner  
**Agency:\*** Boone County Commission  
**Mailing Address:\*** 801 E. Walnut, Suite 333  
**Street Address 1:** 801 E. Walnut  
**Street Address 2:** Suite 333  
**City/State/Zip\*** Columbia Missouri 65201  
City State Zip Code  
**Email:\*** datwill@boonecountymo.org  
**Phone:\*** 573-886-4306  
Office Ext. Cell  
**Fax:\*** 573-886-4311

**Project Director**

*For EMPG grant the EMD is the Project Director.*

**Emergency Management Director:\*** Mr. Chad Martin  
Title First Name Last Name  
**Agency:\*** Boone County Emergency Management

**Mailing Address:\*** 2145 E. County Drive  
**Street Address 1:** 2145 E. County Drive  
**Street Address 2:**  
**City/State/Zip\*** Columbia Missouri 65202  
City State Zip Code

**Email:\*** cmartin@boonecountymo.org  
**Phone:\*** 573-554-7900  
Office Ext. Cell  
**Fax\*** 573-442-3828

**Fiscal Officer**

*For EMPG grants the City/County Treasurer is the Fiscal Officer.*

**Fiscal Officer:\*** Mr Tom Darrough  
Title First Name Last Name

**Job Title:\*** Boone County Treasurer

**Agency:\*** County of Boone

**Mailing Address:\*** 801 E. Walnut Room 304  
**Street Address 1:** 801 E. Walnut  
**Street Address 2:** Room 304  
**City/State/Zip\*** Columbia Missouri 65201  
City State Zip Code

**Email:\*** tdarrough@boonecountymo.org  
**Phone:\*** 573-886-4367  
Office Ext. Cell  
**Fax\*** 573-886-4369

**Project Contact Person**

**Is the Emergency Management Director and the Project Contact Person the same?\*** Yes  
If the EMD & Project Contact are same it is not necessary to complete the Project Contact information.

**Project Contact Person:**  
Title First Name Last Name

**Job Title:**

**Agency:**

**Mailing Address:**

**Street Address 1:**

**Street Address 2:**

**City/State/Zip**

Missouri

City

State

Zip Code

**Email:**

**Phone:**

Office

Ext.

Cell

**Fax:**

### ***Project Narrative Justification***

---

**Project Title:\*** Emergency Management Performance Grant

**Project Type:\*** Develop/enhance homeland security/emergency management organization and structure

**The requested funds will be used to:\*** Sustainment of Existing Project

**Select the primary Core Capability that will be supported by this proposed project.\*** Protection Operational Coordination

**Project Narrative Summary\***

FY2020 Funds will be utilized to ensure resources and staff availability for the emergency operation center deployment as needed.

2000 Character Limit

### ***Staffing Pattern***

---

<b>Position</b>	Chad Martin	Director	11/21/2019
	<small>Name</small>	<small>Title</small>	<small>Hire Date</small>

<b>Position</b>	TBD	Deputy Director	
	<small>Name</small>	<small>Title</small>	<small>Hire Date</small>

<b>Position</b>	Della Luster	Administrative Coordinator	01/11/2016
	<small>Name</small>	<small>Title</small>	<small>Hire Date</small>

<b>Position</b>			
	<small>Name</small>	<small>Title</small>	<small>Hire Date</small>

**Position**

Name Title Hire Date

***Baseline Requirement #1- Emergency Operations Center (EOC)***

---

**EOC Location\*** Boone County ECC

**EOC Street Address:\*** 2145 E. County Drive Columbia MO 65202  
Street Address City State Zip Code

**EOC Phone Number\*** 573-554-7900  
Primary EOC Number EOC Alternate Phone Number

**EOC Contact Person\*** Chad Martin  
Name

**Contact Person Address\*** 2145 E. County Drive Columbia MO 65202  
Street City State Zip Code

***Baseline Requirement #2- Local Emergency Operations Plan (LEOP)***

---

**I understand as a minimum requirement my awarded agency must update/review our LEOP every 2 years and maintain SEMA verification documents with identified changes.\*** Yes

**Date of Last LEOP update/review?\*** 07/26/2019

**Have you provided your State Emergency Management Agency (SEMA) Area Coordinator with your agency's LEOP?\*** Yes

### **Baseline Requirement #3- National Incident Management System (NIMS)**

- |  |            |
|--|------------|
| <p><b>1. Has the jurisdiction formally adopted the National Incident Management System (NIMS) throughout the jurisdiction or organization to prevent, protect against, mitigate, respond to, and recover from incidents?*</b></p>                    | <p>Yes</p> |
| <p><b>2. Has the jurisdiction ensured training for the incident personnel incorporates NIMS training that is pertinent to each individuals incident responsibilities in alignment with the NIMS training program?*</b></p>                           | <p>Yes</p> |
| <p><b>3. Does the jurisdiction develop, maintain, and implement mutual aid agreements (to include agreements with the private sector and nongovernmental organizations)?*</b></p>  | <p>Yes</p> |
| <p><b>4. Does the jurisdiction apply ICS as the standard approach to the on-scene command, control, and coordination of incidents?*</b></p>  | <p>Yes</p> |
| <p><b>5. Does the jurisdiction enable effective and secure communications within and across jurisdictions and organizations?*</b></p>  | <p>Yes</p> |
| <p><b>6. Does the jurisdiction identify and inventory deployable incident resources consistently with national NIMS resource typing definitions and job titles/position qualifications, available through the Resource Typing Library Tool?*</b></p> | <p>Yes</p> |

**Baseline Requirement #4- Training Requirements**

---

**1. Have all EMPG funded personnel completed the minimum required FEMA trainings?\***

No  
 IS 100, IS 120, IS 200, IS 230, IS 235, IS 240, IS 241, IS 242, IS 244, IS 700, IS 800.  
 Required completion within 12 months of hire.

**2. All EMPG funded exercise officers and management personnel involved in the design and evaluation of exercises have completed the minimum required SEMA trainings?\***

No  
 L-146 HSEEP, prior to taking the course students must complete IS-120.a.  
 Required completion within 24 months of hire.

*If answered 'No' on either training requirements questions 1 or 2 above, provide your plan to achieve training compliance in the sections below.*

**1st Qtr. planned activities:** Director/Deputy Director will complete training as available.

250 Character Limit

**2nd Qtr. planned activities:** Director/Deputy Director will complete training as available.

250 Character Limit

**3rd Qtr. planned activities:** Director/Deputy Director will complete training as available.

250 Character Limit

**4th Qtr. planned activities:** Director/Deputy Director will complete training as available.

250 Character Limit

**Baseline #5- Exercise Requirements**

---

**1. I understand all EMPG funded personnel must participate in no less than two (2) exercises per calendar year with one exercise being Operations based. The** Yes

**Severe Weather Drill and the Great Shake Out Drill will no longer be considered allowable EMPG exercises for this requirement.\***

**2. I understand that all EMPG funded personnel are required to participate in a full scale exercise at a minimum of once every three (3) years.\*** Yes

***Baseline Requirement #6- Training and Exercise Plan Workshop***

---

**I understand that all EMPG sub-recipients are required to conduct or participate in an annual Training and Exercise Plan Workshop (TEPW).\***

Yes  
 At a minimum EMPG sub-recipients should maintain a local TEP that addresses the jurisdiction's compliance with EMPG training and exercise requirements.

***Baseline Requirement #7- WebEOC***

---

**I understand that my awarded agency will be required to utilize WebEOC during incidents, events and related WebEOC trainings.\*** Yes

***Baseline Requirement #8- THIRA***

---

*Threat and Hazard Identification and Risk Assessments (THIRA)*

**I understand that all EMPG sub-recipients are required to participate in the development or maintenance of state or regional THIRA at a minimum of at least once every three (3) years.\***

Yes  
 Participation in THIRA development may include serving as a member of regional working groups, interacting with state or regional THIRA planners, and/or answering THIRA data call queries.

***This Form Completed By:***

---



Della Luster                      Admin Coordintor                      573-554-7907  
 Name                                      Title                                      Phone  
 \*  
 dluster@boonecountymo.org                      01/29/2020  
 E-mail                                      Date Completed

**Personnel**

Line Item Code:	Name:	Position Title:	Position Status:	Employment Status:	Total Annual Salary:	% of Grant Funded Time:	Total Salary Cost:	Federal Amount:	Match Portion Provided:
1002	TBD	Deputy Director	Existing	Full Time	\$53,125.80	100.0	\$53,125.80	\$26,562.90	\$26,562.90
1003	Della Luster	Administrative Coordinator	Existing	Full Time	\$38,188.80	100.0	\$38,188.80	\$19,094.40	\$19,094.40
1001	Chad Martin	Director	Existing	Full Time	\$63,866.40	100.0	\$63,866.40	\$31,933.20	\$31,933.20
								\$77,590.50	\$77,590.50

**Personnel Justification**

*For each position, provide narrative justification.*

*If you request a new position or an increase for a current position, please explain why it is being requested. How has the agency paid for this expense in the past?*

Chad Martin was promoted to Director on 11/21/19.

EMD-Plans, organizes, and directs the operations of the OEM program with local government, coordinates the OEM program with other programs of the county, supervises all personnel assigned to the program, meets with local, State, and FEMA officials to coordinate the OEM program.

Deputy Director-Assists the EMD in carrying out his assigned duties above.

Admin Coordinator-Maintains calendars and appointments, maintains records for OEM functions, prepares all grant documents, pays bills for OEM, and coordinates and monitors siren maintenance.

5000 character limit

**Personnel Benefits**

Line Item Code:	Name:	Indicate the % of total benefits:	Total Benefits:	Federal Portion:	Match Portion Provided:
2001	Chad Martin	26.56	\$16,965.63	\$8,482.81	\$8,482.82
2002	TBD	27.16	\$14,430.68	\$7,215.34	\$7,215.34
2003	Della Luster	33.98	\$12,974.79	\$6,487.39	\$6,487.40
				\$22,185.54	\$22,185.56

**Personnel Benefits Justification**

---

*If personnel benefits are included in the budget, provide percentage breakdown by position for each fringe benefit.*

This includes FICA, health, dental, and life insurance, retirement match, and workers compensation.

5000 Character Limit

**Emergency Operation Center Supplies & Operating Expenses**

---

Line Item Code:	Supply/Operation Type:	Item Name:	Quantity:	Unit Cost:	Total Supply and Operation Cost:	Federal Portion:	Match Portion Provided:
3001	Contractual (Services, Maintenance, Etc.)	Siren Maintenance	12.0	\$3,704.83	\$44,458.00	\$22,229.00	\$22,229.00
						\$22,229.00	\$22,229.00

**Emergency Operations Center Supplies & Operating Expenses Justification**

---

*If supplies or operating expenses are included in the budget, provide justification for each expense. Address why the item is necessary for the proposed project, who will use it, and how it will be used.*

Siren maintenance paid monthly to ensure our outdoor warning sirens function properly.

**Emergency Operation Center Office Equipment**

---

Line Item Code:	Item Name:	AEL Category:	Qty:	Unit Cost:	Total Office Equipment Costs:	Federal Portion:	Match Portion Provided:
						\$0.00	\$0.00

### Emergency Operations Center Office Equipment Justification

---

*If equipment is included in the budget, provide justification for each expense. Address why the item is necessary for the proposed project, who will use it, and how it will be used.*

5000 Character Limit

### Travel

---

Line Item Code:	Item Name:	Category:	Explanation of Other Travel:	Total Cost:	Federal Portion:	Match Portion Provided:
					\$0.00	\$0.00

### Travel Justification

---

*If travel is included in the budget, provide justification for each expense. Explain why it is necessary to the success of the proposed project. Include: schedule of travel, duration, location and frequency.*

*For conferences, identify the location, date(s), and attendee(s) of the conference.*

5000 Character Limit

### Total Budget

---

<b>Personnel</b>	\$77,590.50	\$77,590.50	\$155,181.00
	Federal	Match	Total
<b>Benefits</b>	\$22,185.54	\$22,185.56	\$44,371.10

	Federal	Match	Total
<b>Supplies</b>	\$22,229.00	\$22,229.00	\$44,458.00
	Federal	Match	Total
<b>Office Equip</b>	\$0.00	\$0.00	\$0.00
	Federal	Match	Total
<b>Travel</b>	\$0.00	\$0.00	\$0.00
	Federal	Match	Total
<b>Total</b>	\$122,005.04	\$122,005.06	\$244,010.10
	Federal	Match	Total

**Capitalization Level**

---

Enter your agency's capitalization level. This is the level above which qualifying expenditures are recorded as fixed assets.

**Capitalization Level:\*** \$1,000.00

**Certification of Local Match**

---

Type of Match:	Source Name	Match Amount
Hard	County of Boone	\$122,005.06
		\$122,005.06

**Supplanting**

---

I, as my agency's Authorized Official certify that any funds awarded through the Emergency Management Performance Grant (EMPG) shall be used to supplement existing funds for program activities and will not replace (supplant) non-federal funds that have been appropriated for the purposes and goals of the grant.

**Select box to certify understanding:\*** Yes

**Authorized Official Title:\*** Boone County Commissioner

**Authorized Official Name:\*** Daniel Atwill

**Authorized Official Phone #:\*** 573-886-4306

**Authorized Official Email:\*** datwill@booncountymmo.org

**Date Certified:\*** 01/29/2020

### Audit Details

---

**Date last audit completed:**  
MM/DD/YYYY\* 06/26/2019

**Dates covered by last audit:**  
MM/DD/YYYY-MM/DD/YYYY\* 01/01/2018 - 12/31/2018

**Last audit performed by:\*** Rubin Brown LLP

**Phone number of auditor\*** 314-290-3300

**Date of next audit:**  
MM/DD/YYYY\* 06/26/2020

**Dates to be covered by next audit:**  
MM/DD/YYYY-MM/DD/YYYY\* 01/01/2019 - 12/31/2019

**Next audit will be performed by:\*** Rubin Brown LLP

### Audit Certification

---

*We have exceeded the federal expenditure threshold of \$750,000 in federal funds during agency's last fiscal year. We will have our Single Audit or Program Specific Audit completed and will submit the audit report within nine (9) months after the end of the audited fiscal year.*

**Threshold Exceeded?\*** Yes

### Certified By:

---

*	Della	Luster	Admin Coordinator
	First Name	Last Name	Title
*	2145 E. County Drive		
	Address		
*	Columbia	Missouri	65202-
	City	State	Zip Code
*	573-554-7907	dluster@boonecountymo.org	01/29/2020
	Telephone	Ext. Cell Phone	E-mail Address Date

## Required Attachments

---

Attachment	Description	File Name	Type	File Size
NIMS Ordinance or Resolution	NIMS	NIMS Commission Order.pdf	pdf	267 KB
Training and Exercise Plan	TEPW	FINAL_Region_F_2020-2022_TEP_v1.docx	docx	406 KB
Audit	2018 Audit	2018_OMB_Circular_A-133.pdf	pdf	218 KB
Inventory	Inventory	Inventory.xls	xls	41 KB

## Certified Application Assurance

---

*To the best of my knowledge and belief, all data in this application is correct and the document has been duly authorized by the governing body of the agency. As the applicant agency, we attest to and will comply with the requirements of the 2020 Emergency Management Performance Grant.*

*I have read and am familiar with the following documents:*

*2020 EMPG Program Manual  
2020 EMPG Notice of Funding Opportunity*

*I have provided copies of these documents to the Authorized Official and Project Director.*

*Your typed name as the applicant represents your acceptance of the requirements of this application.*

**Name:\*** Della Luster  
**Job Title:\*** Administrative Coordinator  
**Date:\*** 01/29/2020

## Other Attachments

---

File Name	Description	File Size
2020 Wage Calcs.xlsx (14 KB)	Wage and Benefit Calculations	14 KB
Blue Valley Siren Maint. Agreement.pdf (944 KB)	Siren Maintenance	944 KB

---

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

February Session of the January Adjourned

Term. 20 20

County of Boone

} ca.

In the County Commission of said county, on the

11th

day of

February

20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached 2020 Annual Consultant Services Agreements for Professional Services with the following:

Bartlett & West Inc.  
CFS Engineers  
Simon and Associates

Terms of the agreements are stipulated in the attached Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said General Consultant Services Agreements.

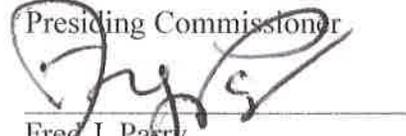
Done this 11th day of February 2020.

ATTEST:

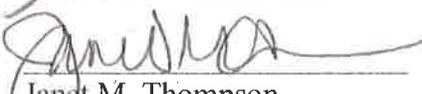
  
Brianna L. Lennon  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Fred J. Pastry  
District I Commissioner



Janet M. Thompson  
District II Commissioner

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 11 day of February, 2019(2020), by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Bartlett & West Inc. (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2020 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2020. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide

reasons why the Consultant cannot provide or respond to the request for optional services.

2.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

2.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

2.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

3. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance

exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** -When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

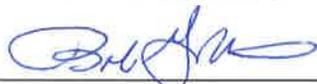
12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

**BARTLETT & WEST INC.**

By   
Bob Gilbert, PE

Title Sr. Vice President / COO

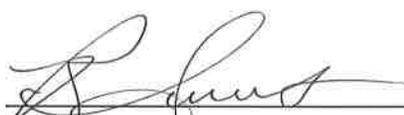
Dated: 12-17-19

**BOONE COUNTY, MISSOURI**

By   
Presiding Commissioner

Dated: 2 11 2020

APPROVED AS TO FORM:

  
County Attorney

ATTEST:

  
County Clerk

APPROVED:

  
Director, Boone County Resource Management



# DISCIPLINE LIST



**Bartlett & West Inc.**

*Instructions: Please place a check mark in the Services Offered box next to those disciplines provided by your firm*

Discipline	Services Offered
Architecture	X
Bridge Design	X
Civil Engineering	X
Construction Management	
Electrical Engineering	X
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	X
Planning	
Structural Engineering	X
Surveying	X
Traffic	X
Transportation	X
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	
Environmental	
Forensic	
GIS	X
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	X
Photogrammetry	
Telecommunications	X

Reviewed by: dm

**BARTLETT & WEST, INC.**  
**2020 SCHEDULE OF HOURLY CHARGES**  
**Effective January 1, 2020**

Engineer Landscape Architect Architect Planner	XI	\$225.00	Right-of-Way Technician VI	\$123.00
	X	210.00	Right-of-Way Technician V	112.00
	IX	195.00	Right-of-Way Technician IV	102.00
	VIII	183.00	Right-of-Way Technician III	93.00
	VII	170.00	Right-of-Way Technician II	82.00
	VI	155.00	Right-of-Way Technician I	70.00
	V	145.00		
	IV	135.00	GIS Coordinator IX	\$225.00
	III	125.00	GIS Coordinator VIII	210.00
	II	115.00	GIS Coordinator VII	200.00
	I	102.00	GIS Coordinator VI	185.00
		GIS Coordinator V	175.00	
		GIS Coordinator IV	165.00	
		GIS Coordinator III	150.00	
		GIS Coordinator II	135.00	
		GIS Coordinator I	125.00	
Engineering Technician XI	\$180.00			
Engineering Technician X	155.00			
Engineering Technician IX	140.00			
Engineering Technician VIII	127.00			
Engineering Technician VII	115.00			
Engineering Technician VI	107.00	GIS Developer/DBA V	\$165.00	
Engineering Technician V	100.00	GIS Developer/DBA IV	155.00	
Engineering Technician IV	93.00	GIS Developer/DBA III	145.00	
Engineering Technician III	83.00	GIS Developer/DBA II	135.00	
Engineering Technician II	73.00	GIS Developer/DBA I	125.00	
Engineering Technician I	63.00			
		GIS Analyst V	\$135.00	
Surveyor X	\$185.00	GIS Analyst IV	125.00	
Surveyor IX	170.00	GIS Analyst III	115.00	
Surveyor VIII	155.00	GIS Analyst II	105.00	
Surveyor VII	137.00	GIS Analyst I	95.00	
Surveyor VI	125.00			
Surveyor V	112.00	GIS Technician IV	\$97.00	
Surveyor IV	100.00	GIS Technician III	87.00	
Surveyor III	90.00	GIS Technician II	78.00	
Surveyor II	80.00	GIS Technician I	68.00	
Surveyor I	70.00			
		Project Coordinator III	125.00	
Survey Technician VIII	\$130.00	Project Coordinator II	115.00	
Survey Technician VII	115.00	Project Coordinator I	103.00	
Survey Technician VI	102.00			
Survey Technician V	90.00	Systems Analyst	\$170.00	
Survey Technician IV	80.00	Systems Administrator	125.00	
Survey Technician III	72.00	Systems Technician	85.00	
Survey Technician II	65.00			
Survey Technician I	60.00	Administrator VI	\$130.00	
		Administrator V	115.00	
		Administrator IV	102.00	
		Administrator III	87.00	
		Administrator II	76.00	
		Administrator I	68.00	
Construction Eng. Tech IX	\$160.00			
Construction Eng. Tech VIII	145.00			
Construction Eng. Tech VII	135.00			
Construction Eng. Tech VI	125.00			
Construction Eng. Tech V	115.00			
Construction Eng. Tech IV	102.00	Administrative Technician V	\$75.00	
Construction Eng. Tech III	90.00	Administrative Technician IV	68.00	
Construction Eng. Tech II	80.00	Administrative Technician III	60.00	
Construction Eng. Tech I	70.00	Administrative Technician II	55.00	
		Administrative Technician I	50.00	
Right-of-Way Specialist IV	\$208.00			
Right-of-Way Specialist III	165.00			
Right-of-Way Specialist II	143.00			
Right-of-Way Specialist I	127.00			

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 11 day of February, 2019/2020, by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and CFS Engineers (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2020 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2020. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide

reasons why the Consultant cannot provide or respond to the request for optional services.

2.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

2.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

2.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

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calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

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11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

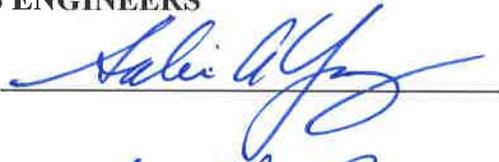
12. **Governing Law** - This agreement shall be governed by the laws of the state of Missouri and it is agreed that this agreement is made in Boone County, Missouri and that Boone County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

13. **Certification of Lawful Presence / Work Authorization** - Consultant shall complete and return the Work Authorization Certification attached hereto, and if applicable, the other required lawful presence documents for an individual Consultant.

14. **Miscellaneous** - This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

**CFS ENGINEERS**

By 

Title *Senior Vice President*

Dated: *1/7/2020*

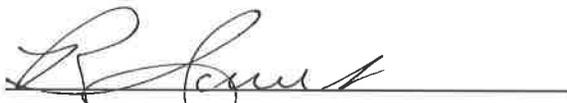
**BOONE COUNTY, MISSOURI**

By 

Presiding Commissioner

Dated: *2/11/2020*

APPROVED AS TO FORM:

  
County Attorney

ATTEST:

  
County Clerk

APPROVED:

  
Director, Boone County Resource Management

**WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Jackson )  
State of Missouri )<sup>SS</sup>

My name is Sahin Yang. I am an authorized agent of CFJ  
Engineers (Consultant). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Sahin Yang 1/7/2020  
Affiant Date  
Sahin A. Yang  
Printed Name

Subscribed and sworn to before me this 7 day of January, 2020

Carrie Roberts  
Notary Public  
  
CARRIE ROBERTS  
My Commission Expires  
April 29, 2021  
Jackson County  
Commission #13475067



**CFS Engineers**

**2020 Discipline List**

*Instructions: Please place a check mark in the Services Offered box next to those disciplines provided by your firm*

Discipline	Services Offered
Architecture	
Bridge Design	✓
Civil Engineering	✓
Construction Management	✓
Electrical Engineering	
Geotechnical Engineering	✓
Lab Testing	
Mechanical Engineering	
Planning	✓
Structural Engineering	
Surveying	✓
Traffic	✓
Transportation	✓
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	✓
Environmental	
Forensic	
GIS	
Industrial	
Interior Design	
Landscape Architecture	✓
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	

Reviewed by: dm

## 2020 RATE SCHEDULE

COOK, FLATT & STROBEL ENGINEERS, P.A.

<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
Senior Engineer	\$149.00
Engineer	\$133.00
Junior Engineer	\$98.00
Architect/Landscape	\$148.00
Senior Design Technician	\$132.00
Senior Technician	\$98.00
Technician	\$83.00
Junior Technician	\$68.00
Licensed Surveyor	\$113.00
Survey Chief	\$92.00
Survey Technician	\$72.00
Instrument Operator	\$65.00
Survey Crew (2 men)	\$183.00
Survey Crew (1 man)	\$132.00
Construction Manager	\$112.00
Construction Supervisor	\$107.00
Senior Construction Technician	\$104.00
Construction Technician	\$82.00
Junior Construction Technician	\$57.00
Project Manager	\$183.00
Principal	\$233.00
Administrative	\$107.00
Clerical/Support	\$74.00
Project Supervisor	\$154.00
<b><u>Direct Expenses</u></b>	
Mileage	\$0.575/mile
Motel	At Cost
Meals	\$55.00/Day

(1/3/2020)

## GENERAL CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT dated this 11 day of February, 2019/~~2020~~ by and between Boone County, Missouri, a first class county and political subdivision of the state of Missouri through its County Commission, (herein "Owner") and Simon and Associates (herein "Consultant").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Agreement duration** – This contract shall be in effect beginning January 1, 2020 or the date of full execution; which ever is later and run through the calendar year ending on December 31, 2020. This agreement may be terminated in accordance with the terms and conditions set forth in this agreement.

2. **Services** - As authorized by the Owner in writing, the Consultant shall provide the Owner all engineering, surveying, and other professional services for the benefit of the Owner as prescribed by the Owner based upon requests for proposals for projects assigned during the term of this agreement and the Consultant shall provide the Owner, as applicable, with the services, reports, studies, surveys, plans, specifications, and other work required by the Owner's request for proposal. Consultant agrees to provide all such services in a timely manner as established by the Owner in writing for each assigned project, or in the absence of the designation, within a reasonable time after receipt of Owner directives. Consultant agrees to provide services by and through qualified personnel under standards and conditions generally accepted by professionals in the field or occupations for which services are provided. Services shall be provided based only upon requests for proposals provided to the Consultant by the Owner or Owner's representative and to which the Consultant prepares and submits a written proposal for services which is approved by the Owner in writing. No work shall be performed nor shall compensation be paid for Consultant work performed without an Owner approved written proposal for professional services. Proposals for services shall be in written form, as required by the request for proposal, and shall be specifically responsive to the criteria provided by the Owner in its request for proposal. All work performed by the Consultant, based upon Owner approved proposals submitted by the Consultant, shall be subject to the terms and conditions of this agreement unless otherwise specifically agreed upon by the Owner and Consultant in writing. All proposals for work submitted by the Consultant to the Owner for work shall at a minimum contain the following:

2.1 **Scope of Services** - Each proposal for services shall contain a detailed description of work to be performed by the Consultant. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to the request with the same or greater level of specificity required by the request for proposal. The Consultant shall specifically identify services which are included as basic services and those services which are excluded from basic services in the proposal. Services which the Consultant does not identify as excluded from basic services under the proposal and which are necessary for successful completion of the work in the judgment of the Owner shall be presumed to be a part of basic services under the proposal. If a request for proposal requires the Consultant to provide optional services, the Consultant's proposal shall respond to the options requested, or provide

reasons why the Consultant cannot provide or respond to the request for optional services.

2.2 **Time for Completion** - Each proposal for services shall contain a detailed description of the estimated time to complete each task or item of work to be performed by the Consultant under the proposal. When the Owner provides the Consultant with a written and/or graphic request for proposal, the Consultant's proposal shall be responsive to any request for estimated or maximum completion times for work with the same or greater level of specificity required by the request for proposal.

2.3 **Compensation** - Each proposal for services shall state the basis of compensation on either: (1) an hourly fee plus expense basis with a statement of a maximum compensation to be charged, or, (2) a lump sum payment of compensation for all work to be performed, or, (3) a payment based upon unit prices. Proposals for compensation for an hourly fee plus expense basis shall provide detailed time and expense estimates to support a maximum contract amount to be charged and shall be consistent with the hourly rates, unit prices and reimbursement rates made a part of this agreement by reference in paragraph two (2) below. When the Owner or Owner's representative requests the Consultant to provide work on an hourly fee plus expense basis, the Consultant's proposal shall be responsive to the request and shall not propose payment on another basis unless otherwise authorized. Unit price proposals shall identify and estimate the quantity of units as a part of the proposal when they can be identified and estimated, or as necessary in response to a particular request for proposal requesting such information. Each proposal for services shall also state a proposed payment schedule at a frequency no greater than monthly in such amounts as are consistent with amount of work to be performed and billed. Reimbursable expenses proposed shall be specifically identified and estimated as a part of the proposal with a statement of the maximum amount to be charged unless the Owner's request for proposal specifies otherwise.

2.4 **Signatures** - Consultant proposals for services under this agreement shall be signed and dated by the Consultant or an authorized representative of the Consultant (as applicable), and shall be considered binding offers to contract open for acceptance by the Owner for an indefinite duration unless limited in the proposal or withdrawn prior to acceptance by the Owner. All proposals for services under this agreement shall be on forms approved by the Owner; use of the signature block shown in this agreement on a proposal for services shall be considered an adequate signature block. In the absence of an Owner provided form, the signature block shall contain a signature line for Boone County, Missouri by its Presiding Commissioner, a signature line for attestation by the County Clerk, a signature line approving the proposal by the Director of Resource Management, and a signature line for the County Attorney approving the proposal as to legal form. In addition, the signature block shall contain a line for insertion of the date the proposal is approved by the Owner.

3. **Compensation** - In consideration for the Consultant's provision of services under this agreement, the Owner agrees to compensate the Consultant for services rendered in accordance with the hourly rates, unit prices and reimbursement rates for expenses set forth in the schedule for hourly rates and expense charges to be in effect for the calendar year of this agreement which is either attached to this agreement or maintained on file with the Boone County Resource Management Department and is hereby incorporated by reference. No increases in the rates and charges set forth in the attached schedule shall be permitted for this

calendar year without the written authorization of the Owner. Payments shall be made within thirty (30) days of receipt of invoice by the Owner. Invoices shall be submitted periodically as mutually agreed upon by the Owner and Consultant, or in the absence of such agreement, upon completion of the work constituting the task or project for which services are provided. Invoices for services on an hourly fee plus expense basis shall individually describe the task or project by name, show hours expended by classes of personnel in increments of not less than one-half hour and rates applied, as well as describe work performed during the invoice period; reimbursable expenses shall be itemized. Invoices for services performed on a unit price basis shall identify the task or project by name, identify and quantify units charged for services during the invoice period. Invoices for services on a lump sum basis shall identify the task or project by name and the invoiced amount. Periodic invoices shall not exceed the amounts permitted in the Consultant's proposal approved by the Owner. The Owner reserves the right to withhold payment for inadequately documented invoices until documented as required herein. The Owner further reserves the right to withhold payments for unperformed work or work not performed on a timely basis in accordance with the Consultant's proposal when delays in performance of services are not attributable to the Owner, or as a result of a billing dispute between the Owner and Consultant. However, Owner agrees to pay interest at a rate of nine percent (9%) annum on any disputed billed amounts for which payments are withheld beyond thirty (30) days of invoice if and to the extent that those disputed amounts are resolved in favor of the Consultant.

4. **Owner Responsibilities** - Owner agrees to furnish Consultant with all current and available information for each task or project assigned to Consultant, along with any information necessitated by changes in work or services initiated by the Owner which may affect services rendered thereunder.

5. **Coordination of Work and Work Product** - Consultant shall coordinate all work with the Owner's designated representative for each task or project assigned to Consultant and submit to the Owner's representative all work product in written or graphic form (and in electronic form if requested) as applicable or required. All reports, surveys, test data, memoranda, samples, plans, specifications, and other documents or materials submitted by or to the Owner shall be considered the property of the Owner. When available and requested by the Owner, work product shall be provided in electronic form at actual cost in media compatible for use with Owner software and equipment.

6. **Insurance** - Consultant shall procure and maintain professional liability insurance in such amounts as are deemed mutually agreeable to the parties and approved by the Owner or the Owner's representative in writing within thirty (30) days of this Agreement. Consultant shall also maintain general public liability insurance with coverage's no less than \$2,000,000.00 per occurrence, and worker's compensation insurance as required by state law. Failure of Consultant to obtain or maintain such insurance during this contract, or to provide proper proofs thereof upon request of the Owner, shall not diminish, waive or otherwise reduce the Consultant's obligations to maintain such insurance coverage and Consultant shall indemnify and hold the Owner and all its personnel harmless from and against any and all claims, damages, losses and expenses, including reasonable attorney's fees and litigation costs, arising out of or resulting from the performance of services, provided that any such claim, damage, loss or expenses, is caused in whole or in part by the negligent act, omission and or liability of the Consultant, its agents or employees. The Consultant shall provide the Owner with certificates of insurance

exhibiting the coverage as specified above within thirty (30) days of execution of this agreement and thereafter within five (5) working days after request by the Owner. All certificates of insurance shall contain provision that insurance provided shall not be canceled or altered except upon ten (10) days written notice to the Owner.

7. **Delegation and Subcontracting** - Unless otherwise proposed and approved in the Consultant's proposal for services, the Consultant shall not delegate or subcontract any work to be performed by the Consultant under this agreement to any other person, business or entity without the express advance written approval of the Owner for such delegation or subcontract work.

8. **Records and Samples** - To the extent not otherwise transferred to the Owner's possession, Consultant agrees to retain and provide the Owner with reasonable access to all work product, records, papers and other documents involving transactions and work related to or performed under this agreement for a period of three (3) years after this agreement expires. When services involve testing or sampling, Consultant agrees to either retain all test products or samples collected by or submitted to Consultant, or return same to the Owner as mutually agreed upon. In absence of agreement, Consultant shall not dispose of test samples or products without notice to or consent by the Owner or the Owner's representative.

9. **Additional Services** - No compensation shall be paid for any service rendered by the Consultant considered an additional service beyond the scope of services approved by the Owner unless rendition of that service and expense thereof has been authorized in writing by the Owner in advance of performance of such service. Any additional services performed by the Consultant prior to such authorization by the Owner shall be deemed a part of basic services for work performed under an Owner approved proposal for services governed by this agreement, whether enumerated in this agreement or not, for which the Consultant shall be entitled to no additional compensation.

10. **Owner Authorization** - When the term Owner is used in this agreement, it shall mean the government of Boone County, Missouri or the Boone County Commission, as the context requires. Authorization by the Owner shall mean authorization obtained by recorded majority vote of the Boone County Commission. It is further understood and agreed that no person or party is authorized to bind the Owner to any proposed agreement for services under the auspices of this agreement without having obtained the prior approval of the Boone County Commission by recorded majority vote for such authorization. In this regard, it is understood and agreed that the Consultant shall not be entitled to rely upon verbal or written representations by any agent or employee of the Owner in deviation to the terms and conditions of this agreement, or as authorization for compensation for services except as may be approved by recorded vote of the Boone County Commission. When the term Owner's representative is used, it shall mean the Director of the Boone County Resource Management Department or his designee as specified in writing. It shall be presumed that such representative shall have all necessary decision making authority with respect to services provided under this agreement and Owner approved proposals for services except such representative shall have no authority to make decisions concerning changes to the Consultant's compensation or reimbursement, or with respect to services to be performed under this agreement or Owner approved proposal for services which involve or affect cost, expense or budgetary allowances.

11. **Termination** - The Owner may and reserves the right to terminate this agreement at any time with or without cause by giving the Consultant written notice of termination. Upon receipt of such notice, Consultant shall discontinue all services in connection with the performance of services authorized under this agreement or Owner approved proposal for services and Owner shall upon invoice remit payment for all authorized services completed up to the date of termination notice. Upon payment of this invoice, the Consultant shall deliver any and all work product including drawings, plans, and specifications, or other documents, prepared as instruments of service, whether complete or in progress. It is further agreed that if services are terminated the Consultant shall be compensated for all services rendered through the date of termination not to exceed the amount authorized for services through the date of termination. If the Owner questions the extent of work on a final invoice, the Consultant shall give the Owner the opportunity to review and evaluate all work upon which the invoice is based in the offices of the Consultant prior to payment. This agreement or work performed under the provisions of this agreement may also be terminated by the Consultant upon not less than seven days written notice in the event the Owner shall substantially fail to perform in accordance with the terms and conditions of this agreement, through no fault of the Consultant. In the event of termination by the Consultant, the other provisions concerning termination contained in this paragraph shall be applicable.

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IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first-above written.

**SIMON AND ASSOCIATES**

By John Simon

Title president

Dated: 01 / 03 / 2020

**BOONE COUNTY, MISSOURI**

By [Signature]

Presiding Commissioner

Dated: 2.11.2020

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

[Signature]  
County Clerk

APPROVED:

[Signature]  
Director, Boone County Resource Management





**SIMON ASSOCIATES, INC**

XXXXXXXXXX **ARCHITECTURE** XXXXXXXXXXXX

**Discipline List**

*Instructions: Please place a check mark in the Services Offered box next to those disciplines provided by your firm*

Discipline	Services Offered
Architecture	✓
Bridge Design	
Civil Engineering	
Construction Management	
Electrical Engineering	
Geotechnical Engineering	
Lab Testing	
Mechanical Engineering	
Planning	✓
Structural Engineering	
Surveying	
Traffic	
Transportation	
Acoustical	
Building Enclosure Consulting	
Control System Integration	
Design/Build	
Environmental	
Forensic	
GIS	
Industrial	
Interior Design	
Landscape Architecture	
Natural Gas	
Photogrammetry	
Telecommunications	
Water Resources	

← There is nothing in the submission indicating qualifications for the planning we envision for this box.

**SIMON ASSOCIATES, INC.**  
■■■■■■■■■■ ARCHITECTURE ■■■■

**Fiscal Year 2020 Hourly Fees:**

Architect/Engineer	\$150.00 /hour
Architect Intern/Engineer Intern	\$100.00 /hour
Draftsperson	\$80.00 /hour
Clerical	\$55.00/hour