

OFFICIAL
OCTOBER 22, 2012 (b), 7th DAY OF
THE OCTOBER ADJOURN TERM

The County Commission met in the Commission Hearing Room at 10:45 a.m. with Ron Houseman, Danny Strahan and Jim Strafuss present. The following proceedings were had and made a matter of record:

EMERGENCY MEETING

CENTURYLINK

The deadline for the contract concerning CenturyLink's installation of additional licenses for the auto attendant is today if they will be able to be installed prior to November 6, 2012.

Commissioner Strafuss moved to accept the Products and Services Agreement #121000591277 with CenturyLink concerning the auto attendant licenses.

Products and Services Agreement

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

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

DECLINE: Customer and CenturyLink acknowledge that CenturyLink offered Customer CenturyLink™ Centurion™ Maintenance Service to support the Products and Customer declined.

CUSTOMER INITIALS _____ CENTURYLINK INITIALS _____

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

By: [Signature]
 Printed: Bonnie Snyder
 Title: Business Manager
 Date: 10/23/12

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

Taney County Commission

By: [Signature]
 Printed: Ronald B. Houseman
 Title: President/Commissioner
 Date: 10/22/12

Customer Address: P.O. BOX 507
 FORSYTH, MO 65653-0507

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

Address for Notices (if different from above):

Sales Rep: Tim Natsch
 Sales Rep Phone: (417) 334-2308

PRODUCTS LIST

1. **PRODUCTS.** CenturyLink will provide to Customer those Products identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the local operating company providing Products to Customer is listed in each Price Quote. CenturyLink sells Products under the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of specific Products and Services, all as posted at http://about.centurylink.com/legal/rates_conditions.html.

CenturyLink Price Quote Number(s): 12-048835

2. **PRICING.**

- 2.1 **Per Unit Price.** CenturyLink will charge Customer the per unit price listed for each Product described in each Price Quote.
- 2.2 **Non-Recurring Charges ("NRCs") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer the NRCs or NRRs listed on each Price Quote, including charges related to CenturyLink labor and shipping of the Products to Customer. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
- 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes or surcharges that CenturyLink may bill Customer related to the Products.
- 2.4 **Additional Payment Requirements.** CenturyLink reserves the right to require Customer's payment of the amounts listed above as described below:

Down Payment Due	0.00%
Amount Due Upon Delivery of Products	0.00%
Amount Due Upon Customer Acceptance of Products	100.00%



CenturyLink

Customer Legal Name: Taney County Commission
Customer Billing Name: Taney County Commission
P.O. BOX 507

FORSYTH
MO, 65653-0507
Quote-Build #: 12-048835--

Valid Until December 15, 2012

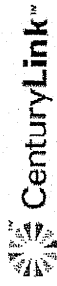
Description of Work
to be Performed:

Equipment pricing shown is based upon direct sale accompanied by new Centurion Maintenance contract on same.

Part Number	Description	Quantity	Unit Price	Extended Price
N0119877	CP 5.0 Keycode	1	\$	\$
N1ZED7EA	CP(FI) Voice Channels 2 Add	5	\$	\$
N1ZED00Z	CP Upgrade Code (NO Charge)	1	\$	\$
				\$ 493.84
				\$ 2,469.20
	Parts			
	Miscellaneous			\$ 2,469.20
	Shipping			\$ 48.85
	Parts Subtotal			\$ 2,518.05
	Labor			\$ 475.00
	Vendor Support (See Vsupport Tab for Details)			\$
	TOTAL PRICE			\$ 2,993.05

All Products listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, both posted to http://www.centurylink.com/legal/price_conditions.html

Prices do not include charges for taxes, duties, tariffs, telecommunication services, or professional services such as Centurion Maintenance or Managed Network Services.



Project Description

Notes

Tarey County Commission - CP2001 Addis

Add 5 each 2 voice channels - increasing from (total) 8 to 18 voice channels.

ATTEST

I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that this CenturyLink Products and Services Agreement was executed by the Taney County Commission and that it was signed pursuant to a duly passed motion of the Taney County Commission approving the above agreement.

ATTEST: Donna Neeley
Donna Neeley
County Clerk

Date: 10/22/12

Certification of Accounting Officer pursuant to Section 50.660 RSMo:

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies that there is a balance otherwise unencumbered in the county treasury to the credit of the appropriation to which the financial obligation imposed upon the county by this CenturyLink Products and Services Agreement is to be charged, and there is a cash balance otherwise unencumbered in the county treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligations scheduled to be incurred under this agreement.

By: Rick C. Findley
Rick Findley, Taney County Auditor

Date: 10/22/12

Commissioner Strahan seconded the motion. The motion passed by vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

Commissioner Strafuss moved to adjourn. Commissioner Strahan seconded. The motion passed by vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

ADJOURN
10:48 AM

The minutes were taken and typed by Stacey Clemans, Deputy Clerk.