Contract No. 11KCLI8CZQ5W

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 Board of Sumter County Commissioners ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer.

1. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.

2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.

3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.

4. **ENTITY.** EMBARQ and CenturyTel have joined to create a new communications company – CenturyLink. For an interim period until all work is completed to update systems and platforms related to the companies' combination, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink. As a result, Customer may see references in this Agreement to EMBARQ or CenturyTel products and services and terms and conditions that continue to use the EMBARQ and CenturyTel names.

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.		**Board of Sumter County Commissioners**	
By:		**By:**	
Printed:	SHARON B BROWN	**Printed:**	DON BURGESS
Title:	Bus. Sales Mgr	**Title:**	Chairman
Date:	1-11-2011	**Date:**	1/25/11
Address for Notices:	Sales Administration 665 Lexington Avenue Mailstop: OHMANB0107 Mansfield, OH 44907 And if related to a dispute to: CenturyLink – Attn: Sr. Assistant General Counsel, Commercial Law 5454 W. 110th Street Overland Park, KS 66211	**Customer Address:**	7375 POWELL RD WILDWOOD, FL 34785-4251
		Address for Notices (if different from above):	

Sales Rep: Paul Boynton
Sales Rep Phone: (352) 368-8805

Contract No. 11KCLI8CZQ5W

SERVICES LIST

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

   CenturyLink Price Quote Number(s): 11-002179

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

3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence.

4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.

5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.

EMBARQ STATE AND LOCAL GOVERNMENT CUSTOMER ANNEX

This Embarq State and Local Government Customer Annex ("Annex"), together with the applicable cover agreement, modifies other terms and conditions of the Agreement. This Annex takes precedence over all other conflicting terms and conditions of the Agreement, and is not applicable to Embarq Services governed by Tariffs on file with the FCC or state regulatory authorities. When attached to the applicable cover agreement, this Annex supersedes the version posted at www.embarq.com/ratesandconditions.

1. **Eligibility and Applicability.** This Annex is available to all state and local governmental entities and agencies in connection with the purchase of Embarq Products and Services. Embarq defines "state and local governmental entities and agencies" as state and local entities that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges.

2. **Indemnity.** Customer will honor all indemnity provisions under the Agreement only to the maximum extent permitted by applicable law. No section of the Agreement is intended to create a waiver of Customer's rights or privileges as a sovereign entity.

3. **Nonappropriation.**

   3.1. **Definition.** A "nonappropriation" occurs when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement.

   3.2. **Effect.** If a nonappropriation occurs during the Term, Customer may terminate the Agreement at the end of the then-current fiscal period ("Termination Date") without incurring any termination liability. Customer will not be obligated for payments for any fiscal period after the Termination Date.

   3.3. **Notice.** Customer will give Embarq written notice of any termination under this section at least 30 days before the Termination Date. At Embarq's request, Customer will promptly provide supplemental documentation about the nonappropriation.

   3.4. **Limitations.**

      A. Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied.

      B. If Customer terminates the Agreement under this provision, Customer will not obtain the Services described in the Agreement from Embarq or from any other provider for a period of 180 days after the Termination Date. This obligation will survive termination of the Agreement for nonappropriation.

4. **Damages.** The Agreement does not create an obligation by Customer to pay any damages in excess of those amounts legally available to satisfy Customer's obligations under the Agreement.

5. **Ownership and Confidentiality.** The Agreement is a copyrighted work authored by Embarq and may contain Embarq trademarks, trade secrets, and other proprietary information. Embarq acknowledges that the Agreement may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively, "FOI") . Customer will provide Embarq with prompt notice of any intended FOI disclosures or post-execution FOI requests, citations to or copies of applicable FOI for review, and an appropriate opportunity to seek protection of Embarq confidential and proprietary information consistent with all applicable laws and regulations.

6. **Governing Law**. The Agreement and the rights and obligations of the parties are governed by the laws of the U.S. State where Embarq provides the Products and Services, without regard to that State's conflict of laws principles.

Board of Sumter County Commissioners
Proposal For EMBARQ ISDN - PRI
Proposal Date: 1/11/2011
Expire Quote Date: 3/12/2011
Customer Copy - Quote #: 11-002179

CenturyLink™

Customer Contact Information:
Company Name: Sumter County
Billing Address: 7375 POWELL RD Suite 206
Billing City, State, Zip: WILDWOOD FL 34785-4251
CRB Account Number: 3527930200200
BAN ID: New BAN ID
Customer Contact Name: Sandee Howell
Customer Contact Phone: 352-689-4400
Customer Contact E-mail: sandra.howell@sumtercountyfl.gov

Customer Service Location:
Primary Location Name: SUMTER COUNTY
Address: 319 East Anderson Avenue
Site City, State, Zip: Bushnell FL 33513
NPA-NXX: 352-793
On-Site Contact Name: George Robinson
Work TN: 352-689-4400

Telco Central Office Information:
Telco: Embarq Florida, Inc.
Serving Central Office CLLI: INVRFLXADS1
Serving Central Office Address: 115 N APOPKA AVE
Serving Central Office City, State, Zip: INVERNESS FL 32650

CenturyLink Contact Information:
Sales Person: Paul Boynton [2SR]
Email: paul.boynton@centurylink.com
Sales Contact Number: 352-368-8805
Dealer Code:

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

Service Description:
Type of Service: EMBARQ ISDN - PRI (Qty: 1)
Term Agreement: 60 month

Charge Detail:

Qty	Item	S&E Code	MRR	NRR
1	Service Order Charge			$32.00
1	Premises Visit Charge			$125.00
1	ISDN PRI	PP5Z2P1.BL1	$550.00	
1	PRI Install Charge			$0.00
1	ECS Calling Scope	ASBEASC.PR2	$0.00	
23	Channels - Per Channel	TIFCLB(NIL)	$0.00	
1	National ISDN-2 Protocol		$0.00	
5	DID Numbers - Block of 20 (N/C)	FCETCCD.PR1	$0.00	
10	DID Numbers - Block of 20	FCETCCD.K02	$40.00	

		TOTAL	$590.00	$157.00

Additional Terms and Conditions:

- At www.embarq.com/ratesandconditions, the following information will direct you to the applicable terms and conditions for the Services:
  Entity: Embarq Florida, Inc.
  Service: EMBARQ ISDN - PRI

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

CenturyLink™

Block of Time for Integrated Service Sales Agreement

BLOCK OF TIME FOR INTEGRATED SERVICE SALES AGREEMENT

Block of Time for Integrated Service offers a block of 2,000 outbound domestic minutes at no charge to business customers who purchase the following CenturyLink LOC or Company-provided services:

(1) Custom Access Solutions; (2) Smart IP Hosted Voice & Data; or (3) ISDN-PRI or PRI Bundle combined with asynchronous High-speed Internet, synchronous Dedicated Internet, Ethernet, and/or Multiprotocol Label Switching (MPLS).

Larger blocks of minutes are available for an incremental monthly recurring charge and include the initial block of 2,000 minutes at no charge. Customers who are eligible may select one of the blocks of minutes listed below.

Customer should initial next to the selected block:

2,000 Block Minutes = $0	_____	4,000 Block Minutes = $40	_____
6,000 Block Minutes = $75	✓	8,000 Block Minutes = $110	_____
10,000 Block Minutes = $145	_____		

The flat monthly rates above include a monthly service charge for interstate and intrastate service usage. The block of minutes can be used for direct dial outbound long distance voice services in the interstate and intrastate jurisdictions. Block minutes cannot be applied to Toll Free Service, Operator, Directory Assistance or international usage. Each Customer may purchase only one block of minutes for each qualifying local service.

For Custom Access Solutions, ISDN-PRI and PRI Bundle, minutes may be shared among voice channels within a T-1 facility (up to 24 voice channels), at a single location that are billed under a single account.

Toll Free Service is available with this product and is billed in 60 second increments. A separate monthly recurring charge for Toll Free Service applies. Toll Free does not contribute toward the block of minutes offered.

An International Discount Plan option which provides discounted International Dial-1 rates is available for a separate monthly recurring charge.

Customers who discontinue the qualifying service(s) will no longer be eligible to subscribe to the Block of Time for Integrated Service and will be switched, upon notice, to Block of Time for Small Business and charged in accordance with its current terms.

Customer will be charged for any usage in excess of the block minutes at a rate of $0.04 per minute. Calls are rated in 60 second increments. Block minutes that have not been used at the end of the Customer's billing cycle will not carry over to the next month. Aside from the monthly service charge associated with Customer's selected block of minutes, no minimum usage or term is required. The monthly charges do not include taxes, surcharges, regulatory program charges, local access, operator services, directory assistance, or other applicable non-usage charges. This plan is only for U.S. Business customers for commercial use.

General Terms and Conditions

- Services are provided by Embarq Communications, Inc. ("CenturyLink Communications"). The Standard Terms and Conditions for Communication Services, applicable schedules and tariffs, all located at http://embarq.centurylink.com/ratesandconditions, as amended from time to time, govern the plan and all CenturyLink Communications charges and fees related to the Plan.
- Additional in-state fees and taxes may apply. Presubscribed Line Charge and Carrier Universal Service charge will apply.
- A per minute surcharge may be applied to calls originating in the U.S. and terminating to a non-U.S. mobile phone number.
- Any alteration to this form will not be valid unless accepted in writing by an authorized CenturyLink Communications officer.

CenturyLink™

Block of Time for Integrated Service Sales Agreement

Customer Details

The undersigned authorizes CenturyLink Communications to act as its primary carrier for the following Block of Time for Integrated Service services *(check all that apply)*.

☒ Dial 1 Service ☒ Local Toll (IntraLATA) Service

The following additional Service is available (usage minutes for this Service does not contribute to the block of minutes).

☐ Toll Free

Telephone Number(s) Please check if a separate page listing other associated lines is attached ☐

☒ Telephone Numbers are new and not yet assigned; Quantity of numbers 300

___ - ___ - ___	___ - ___ - ___	___ - ___ - ___	___ - ___ - ___
___ - ___ - ___	___ - ___ - ___	___ - ___ - ___	___ - ___ - ___
___ - ___ - ___	___ - ___ - ___	___ - ___ - ___	___ - ___ - ___
___ - ___ - ___	___ - ___ - ___	___ - ___ - ___	___ - ___ - ___
___ - ___ - ___	___ - ___ - ___	___ - ___ - ___	___ - ___ - ___
___ - ___ - ___	___ - ___ - ___	___ - ___ - ___	___ - ___ - ___
___ - ___ - ___	___ - ___ - ___	___ - ___ - ___	___ - ___ - ___

Signature

Customer Signature _____ Date _____

Print Name _____ Title _____

Company Name Board of Sumter County Commissioners

Company Address 7375 POWELL RD, Wildwood, FL 34785

Billing Address *(if different than above)* _____

Customer Phone (352) 689 - 4400 Customer Tax ID 59-6000865

Authorized CenturyLink Communications Signature Sharon Brown Date 1-11-2011

Print Name Sharon Brown Title General Sales MAnager

Internal Use Only

Representative Paul Boynton

FAX (913) 971 - 2044 Phone (352) 368 - 8805 E-Mail paul.boynton@centurylink.com