

## CENTURYLINK® TOTAL ADVANTAGE® EXPRESS – AGREEMENT – Summary Page

This CenturyLink® Total Advantage® Express Agreement is between CenturyLink Sales Solutions, Inc. as contracting agent on behalf of the applicable CenturyLink company providing the Services under this Agreement ("CenturyLink") and LARAMIE COUNTY - WY ("Customer" or "You"). The name of the CenturyLink operating company providing Services to Customer is listed in the service -specific terms and conditions. CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before **October 1, 2023** ("Cutoff Date"). Using CenturyLink's electronic signature process for the Agreement is acceptable.

**1. Services.** CenturyLink provides Services under the terms of this CenturyLink Total Advantage Express Agreement and Summary Page including (a) the Terms and Conditions following the signature block, as more fully described in "Section I. General Terms and Conditions" of the Detailed Terms and Conditions ("DT&C") at: <http://www.centurylink.com/legal/DTC/v85.pdf>, (b) the service-specific terms and conditions applicable to the Services in "Section II. Additional Service -Specific Terms and Conditions" of the DT&C, and (c) the supplemental terms and conditions (if any) for which links have been provided below the pricing table(s) in this Agreement or in a valid CenturyLink quote that references this Agreement (collectively the "Agreement.") Provisions that are applicable to a specific CenturyLink company are so indicated. All general provisions are applicable to services provided by the CenturyLink company providing the Services under this Agreement. For an interim period of time until all work is completed to update the Service-specific provisions, various on-line offer provisions, Tariffs and other terms and conditions incorporated by attachment or reference into this Agreement, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC.

### The following Services are incorporated into the Agreement:

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#### ISDN PRS, DSS

The following additional terms and conditions apply to ISDN PRS, DSS Service, and are incorporated herein by reference: the General Terms Applicable to All Services and ISDN PRS, DSS sections in the DT&C.

#### See Exhibit 1 for ISDN PRS pricing Details

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## 2. Rates

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

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

## 3. Term and Termination.

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

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

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

CENTURYLINK SALES SOLUTIONS, INC.

LARAMIE COUNTY - WY

Steve Arneson

Steve Arneson (Aug 3, 2023 16:41 CDT)

Authorized Signature

Steve Arneson

Steve Arneson (Aug 3, 2023 16:41 CDT)

Name Typed or Printed

Manager - Offer Management

Title

Aug 3, 2023

Date

Authorized Signature

Name Typed or Printed

Title

Date

Customer's Address for Notices: 207 E ALLISON RD, CHEYENNE, WY 82007;

Customer's Facsimile Number: (307) 633-4277

Person Designated for Notices: General Counsel

## TERMS AND CONDITIONS

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

**2. Payment.** Customer must pay all charges within 30 days of the invoice date except for CenturyLink QC charges, which Customer must pay by the due date on the invoice. Charges not paid by their due date are subject to late payment charge of the lesser of 1.5% per month or the maximum rate allowed by law or required by Tariff. In addition to payment of charges for Services, Customer must also pay CenturyLink any applicable Taxes (which is defined in the DT&C and may include surcharges, fees, and other similar charges) assessed in connection with Services. Customer’s payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check.

**3. Notices.**

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

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

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

**4. Credit Approval.** Provision of Services is subject to CenturyLink’s credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally during the Term, if Customer’s financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink’s provision of Services. Customer’s failure to provide adequate assurances required by CenturyLink is a material breach of the Agreement. CenturyLink may provide Customer’s payment history or other billing/charge information to credit reporting agencies or industry clearinghouses.

**5. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED “AS IS.” CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

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

(a) **Consequential Damages.** NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

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

(c) **Personal Injury; Death; Property Damages.** For claims arising out of personal injury or death to a party’s employee, or damage to a party’s real or personal property, that are caused by the other party’s negligence or willful misconduct in the performance of the Agreement, each party’s liability is limited to proven direct damages.

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

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

**8. 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.

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

Exhibit 1

ISDN PRS ICB PRICING  
OFFERFOR THE STATE OF  
WY

LARAMIE COUNTY - WY  
Customer

This ISDN PRS is provided by Qwest Corporation d/b/a CenturyLink QC ("CenturyLink QC") and is subject to the CenturyLink Total Advantage™ Express Agreement between Customer and CenturyLink.

**Filing Concurrence**

CenturyLink may be required to submit the pricing herein to certain regulatory agencies for approval because the rates are being offered on an individual case basis ("ICB Rates"). Although the general terms and conditions of this Agreement are effective on the Effective Date, the ICB Rates will not become effective for a given jurisdiction until the filing and approval requirements for that jurisdiction are fulfilled. Service will be offered in accordance with the applicable Tariff until the ICB Rates become effective. Approved ICB Rates will take precedence over the Tariff. If Customer receives reduced pricing under this Agreement and a regulatory agency later invalidates the ICB Rates after they had become effective, Customer will pay to CenturyLink any difference in the amounts listed in the applicable Tariff for Service and the amounts Customer was charged for Service. When approved by the regulatory agencies, Customer may add additional quantities of Service pursuant to the Service Changes Section under the same terms and conditions with no further filing required. If a regulatory agency does not approve this Agreement, the parties will enter into good faith negotiations to mutually resolve the failure to receive the necessary approval. This Agreement will remain in full force and effect for Service in all other jurisdictions.

AQCB# (internal use only): \_\_\_\_\_

Service Location Including City and State	Circuit ID/BTN	USOC	Term	Qty.	Total MRC Per Location
309 W 20TH ST CHEYENNE, WY 82001	101A T1ZF CHYNWYMADC0 CHYNWYMCHAA 101B T1ZF CHYNWYMADC0 CHYNWYMCHAA	ZPG61	12mo	2	\$1050

**ADDENDUM TO AGREEMENT  
between LARAMIE COUNTY &  
CENTURYLINK SALES SOLUTIONS, LLC**

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Centurylink Sales Solutions, Inc., 207 E. Allison Road, Cheyenne, Wyoming 82007 (hereinafter, "CONTRACTOR").

**I. PURPOSE**

The purpose of this Addendum is to modify the proposal to provide the COUNTY with infrastructure for a telephone system, attached hereto as Attachment 'A' and fully incorporated herein ("Agreement").

**II. TERM**

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum and Agreement and shall remain in full force pursuant to the terms of the Agreement and this Addendum.

**III. RESPONSIBILITIES OF CONTRACTOR**

- A. CONTRACTOR shall provide and complete the services described in Attachment 'A', attached hereto and fully incorporated herein.
- B. COUNTY shall pay CONTRACTOR \$1050, plus any applicable taxes and fees, per month for a period not to exceed twelve (12) months. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

**IV. ADDITIONAL PROVISIONS**

1. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.
2. Preference-Wyoming Labor: Should the subject of this agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below CONTRACTOR acknowledges the requirement for the use of Wyoming labor pursuant to W.S. §16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S. §16-6-201 et seq.
3. Entire Agreement: The Agreement (4 pages) and Addendum (3 pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.
4. Assignment: Neither this Agreement and Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.
5. Modification: This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.
6. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.
7. Invalidity: If any provision of this Agreement and Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement and Addendum are fully severable.
8. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended, nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.
9. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement and Addendum because of race, color, gender, creed, handicapping condition, or national origin.

**ADDENDUM TO AGREEMENT  
between LARAMIE COUNTY &  
CENTURYLINK SALES SOLUTIONS, LLC**

10. **ADA Compliance:** All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.
11. **Governmental/Sovereign Immunity:** COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement and Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement and Addendum.
12. **Third Parties:** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum and shall inure solely to the benefit of the parties to this Agreement and Addendum.
13. **Indemnification:** To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for third party claims related to personal injury, death, or damage to tangible property arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.
14. **Conflict of Interest:** COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.
15. **Force Majeure:** Neither party shall be liable to perform under this Agreement and Addendum if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.
16. **Non-Appropriations.** Customer intends to satisfy its obligations under this Agreement for its entire Term. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer 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. Customer 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 Customer 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 Customer and agreed to by Lumen), Customer may terminate this Agreement without incurring any termination charges by giving Lumen not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by Lumen through the date of termination.
17. **Notices:** All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile or email when delivered if duplicate notice is also sent by regular U.S. Mail. A party may change its address for notice hereunder by giving written notice to the other party. Service Notices. All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn.: BusinessDisconnects@centurylink.com, except that for Services purchased under the CPE Products & Services; Professional Services Section Customer notice must be provided to the customer care number specified on Customer's invoice, and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice. Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn.: CenturyLink NoRenew, e-mail: Norenew@centurylink.com. All Customer notices for other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such noncompliance.
18. **Addendum Controls:** Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.
19. **Compliance with Law:** The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

**ADDENDUM TO AGREEMENT  
between LARAMIE COUNTY &  
CENTURYLINK SALES SOLUTIONS, LLC**

*Signature Page*

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County Commissioners

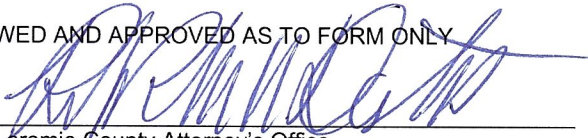
ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County Clerk

CENTURYLINK SALES SOLUTIONS, LLC:

By: Steve Arneson \_\_\_\_\_ Date \_\_\_\_\_  
Steve Arneson (Aug 3, 2023 16:41 CDT)  
Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY

By:  \_\_\_\_\_ Date 8/9/23  
Laramie County Attorney's Office







# CENTURYLINK TOTAL ADVANTAGE EXPRESS AGREEMENT

Final Audit Report

2023-08-03

Created:	2023-08-02
By:	Clint Browning (clint.browning1@lumen.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHbagBVA9gBo4-96LiPVK62Q4XLAsVvua

## "CENTURYLINK TOTAL ADVANTAGE EXPRESS AGREEMENT" History

-  Document created by Clint Browning (clint.browning1@lumen.com)  
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-  Document emailed to pomdirectorsignature@lumen.com for signature  
2023-08-02 - 0:06:49 AM GMT
-  Email viewed by pomdirectorsignature@lumen.com  
2023-08-02 - 3:29:03 PM GMT
-  Signer pomdirectorsignature@lumen.com entered name at signing as Steve Arneson  
2023-08-03 - 9:41:43 PM GMT
-  Document e-signed by Steve Arneson (pomdirectorsignature@lumen.com)  
Signature Date: 2023-08-03 - 9:41:45 PM GMT - Time Source: server
-  Agreement completed.  
2023-08-03 - 9:41:45 PM GMT