RESOLUTION APPROVING AND AUTHORIZING CHAIR TO SIGN COMMERCIAL SERVICES AGREEMENT WITH COX BUSINESS

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6), the County has the power to do all acts in relation to the concerns of the county necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. §23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, a commercial services agreement has been proposed with Cox Business for County phone services; and,

WHEREAS, said agreement is in the best interest of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS the above referenced agreement with Cox Business is hereby approved and the Chair of this Board is authorized to sign the agreement on behalf of the Board, along with any other related documents, the same being approved by the Board.

The above and foregoing Resolution was duly approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on this 18th day of September, 2018.

ATTEST:

[Signatures]

Chairman, Sarpy County Board

Sarpy County Clerk
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: County Phone System Renewal

In 2015, Information Systems and the Purchasing Department worked on an extensive phone system modernization project. After the modernization project, the County Board approved an agreement with Cox Business for phone service. The 2015 Cox Business contract saved the County approximately $212,400 over the 36-month period compared to the previous contractual rate. Information Systems has been satisfied with the SIP trunking communication lines and the service from Cox Business and recommends the contract be renewed for an additional 36-month period at a rate of $1,950.80 per month. The new contract has the similar services as the previous with the exception of a reduced number of additional listings.

Please contact me with any questions at bgarber@sarpy.com.

September 12, 2018

cc: Dan Hoins
    Scott Bovick
    Brian Hanson
    Deb Houghtaling
    Mark Walters
### Customer Information

<table>
<thead>
<tr>
<th>Legal Company Name</th>
<th>Authorized Customer Representative Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarpy County</td>
<td>Full Name: Mark Walters</td>
</tr>
<tr>
<td>Street Address</td>
<td>Billing Contact: 402-339-3256</td>
</tr>
<tr>
<td>City/State/Zip</td>
<td>Billing Address: 1210 Golden Gate Dr</td>
</tr>
<tr>
<td></td>
<td>Contact Number: 402-593-2325</td>
</tr>
<tr>
<td></td>
<td>Email Address: <a href="mailto:mark@sarpy.com">mark@sarpy.com</a></td>
</tr>
<tr>
<td>Cox Account #:</td>
<td>132-0169977-01, 132-0250991-01, 132-0746066-02</td>
</tr>
<tr>
<td></td>
<td>Coax Account #: 132-0169977-01, 132-0250991-01, 132-0746066-02</td>
</tr>
<tr>
<td></td>
<td>Cox System Address: 11505 W Dodge Rd</td>
</tr>
<tr>
<td></td>
<td>Phone Number: 402-934-0242</td>
</tr>
<tr>
<td></td>
<td>Fax Number: 877-333-4939</td>
</tr>
<tr>
<td></td>
<td>Fax: Omaha, NE 68154</td>
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### Service Description

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Prev QTY</th>
<th>New QTY</th>
<th>Unit Price</th>
<th>Term (Months)</th>
<th>Service Charges</th>
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</thead>
<tbody>
<tr>
<td>(HFC) UTILITY LINE - fax credit card</td>
<td>4</td>
<td>4</td>
<td>$16.95</td>
<td>36</td>
<td>$67.80</td>
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<td>CBS Minute Pack 10,000</td>
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<td>$0.00</td>
<td>60</td>
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<td>9Mb SIP Trunk Group Port</td>
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<tr>
<td>SIP Trunk 2-Way</td>
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<td>69</td>
<td>$8.00</td>
<td>36</td>
<td>$552.00</td>
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<tr>
<td>DID Block SIP/IP</td>
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<td>48</td>
<td>$3.00</td>
<td>M-M</td>
<td>$144.00</td>
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<tr>
<td>- DID 20 Number Block</td>
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<td>4</td>
<td>$3.00</td>
<td>M-M</td>
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<tr>
<td>Additional Listing *</td>
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<td>50</td>
<td>$2.00</td>
<td>M-M</td>
<td>$100.00</td>
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</table>

**Totals:**

- Monthly Recurring: $1,950.80
- One Time Activation & Setup Fees: $0.00

### Equipment Charges

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Fee</th>
</tr>
</thead>
</table>

This Commercial Services Agreement (the “Agreement”) includes (i) this paragraph, the language above and Exhibit A (collectively, the “Service Terms”); (ii) the terms and conditions set forth at http://www2.cox.com/aboutus/policies/business-general-terms.cox (the “General Terms”) and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at http://www2.cox.com/business/voice/regulatory.cox (“SG”), State and Federal regulations, the Cox Acceptable Use Policy (the “AUP”), and Cox’s Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has such designations are correct.  Each party may use electronic signature to sign this Agreement, provided the electronic signature Cox. “Acceptance” of the Agreement by Cox shall occur upon the earlier of (i) Cox’s countersignature of this Agreement or (ii) Cox’s Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature

Signature: [Signature]
Print: [Print]
Title Position: [Title Position]
Date: [Date]

Approved by:

[Approval Signature]

Sarpy County Attorney

Cox Communications Omaha, LLC; Cox Nebraska Telcom, LLC Signature

Signature: [Signature]
Print: [Print]
Title Position: [Title Position]
Date: [Date]
E911 Services

Public Performance

Service Start Date and Term

THE INITIAL TERM OR THEN CURRENT

EE THAT SERVICE CAN BE PROVISIONED TO

SERVICES IDENTIFIED WILL BE PAID ON DEPOSITS UNLESS REQUIRED BY LAW. TAXES WILL BE SEPARATELY STATED ON CUSTOMER'S INVOICE. NO INTEREST

CUSTOMER SHALL PAY SALES, USE, GROSS RECEIPTS, AND EXCISE TAXES, DEEMED TO HAVE TERMINATED THIS AGREEMENT AND WILL BE OBLIGATED TO

RECEIPT OF WRITTEN NOTICE OF NON

THIS AGREEMENT DUE TO CUSTOMER'S BREACH

CUSTOMER WILL USE CUSTOMER PURCHASED EQUIPMENT IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT AND ANY RELATED EQUIPMENT PURCHASE

AGREEMENT. UNLESS PROVIDED OTHERWISE HEREIN, COX SHALL USE COMMERCIALLY REASONABLE EFFORTS TO MAINTAIN THE SERVICES IN ACCORDANCE WITH APPLICABLE PERFORMANCE STANDARDS. COX NETWORK MANAGEMENT NEEDS MAY REQUIRE COX TO MODIFY UPSTREAM AND DOWNSTREAM SPEEDS. USE OF THE SERVICES SHALL BE SUBJECT TO THE AUP AT http://ww2.cox.com/aboutus/policies/business-policies.cox, WHICH IS INCORPORATED HEREIN BY REFERENCE. COX MAY CHANGE THE AUP FROM TIME TO TIME DURING THE TERM. CUSTOMER'S CONTINUED USE OF THE SERVICES FOLLOWING AN AUP AMENDMENT SHALL CONSTITUTE ACCEPTANCE OF THE REVISED AUP.

General Terms

The General Terms are hereby incorporated into this Agreement by reference. By executing this Agreement and/or using or paying for the Services, Customer acknowledges that it has read, understood, and agreed to be bound by the General Terms.

LIMITATION OF LIABILITY

IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR THE LIKE. CUSTOMER'S OR ANY COX RELATED PARTY WILL BE LIABLE FOR Any INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

WARRANTIES

EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICE FOR EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, VIRUS, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

Public Performance

If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.