RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN AGREEMENTS CENTURYLINK COMMUNICATIONS, LLC AND WEST FOR TEXT TO 911 SERVICES FOR SARPY COUNTY 911

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, agreements with CenturyLink Communications, LLC and West have been proposed for text to 911 services for Sarpy County 911; and,

WHEREAS, the proposed agreements are in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS THAT this Board hereby approves the agreements with CenturyLink Communications, LLC and West, copies of which are attached hereto, and any other related documents, the same being approved by the Board.

BE IT FURTHER RESOLVED the Chairman of this Board together with the County Clerk are hereby authorized to execute on behalf of this Board, the agreements with CenturyLink Communications, LLC and West, copies of which is attached hereto, and 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 27th day of September, 2016.

Chairman, Sarpy County Board

Sarpy County Clerk
To: Sarpy County Commissioners

From: Stu DeLaCastro

RE: WEST Safety Services and CenturyLink Service Agreements for Text to 911

The Board will be requested to approve the attached service agreements of WEST Safety Services and CenturyLink to provide the implementation and delivery of Text to 911. WEST Safety Services will provide the delivery of Text to 911. This is a thirty six month agreement with total fees of $17,100.00. CenturyLink will provide implementation services which includes a onetime fee of $7,527.27 for system integration and a onetime fee of $200 for installation of a DSL line. That line has an ongoing monthly fee of $125.00.

On June 16, 2016 the Public Service Commission issued an order approving Sarpy County’s funding request for Text to 911 services. Per the order, Sarpy County will be reimbursed for 100% of all costs associated with Text to 911 not to exceed $29,620.50.

If you have any questions, please contact me at sdelacastro@sarpy.com.

June 24, 2016

Cc: Deb Houghtaling
Mark Wayne
Scott Bovick
Brian Hanson
PUBLIC SAFETY PRODUCT
CPE E911 SALES/INSTALLATION AGREEMENT

CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink") and Sarpy County
911 ("Customer"), a public entity organized under the laws of the State of Nebraska, hereby enter into this Public
Safety Product Sales/Installation Agreement ("Agreement"). Customer's current address, facsimile number, and
person designated for notices are:

Deb Houghtaling
County Clerk
1210 Golden Gate Drive
Papillion, NE
402.593.2105

1. Products and Services Supplied under this Agreement.

1.1 CenturyLink will provide and Customer will purchase the Public Safety Product hardware and/or software
("Product") specified in Attachment 1 to this Agreement. Customer will purchase Product(s) to provide public safety
emergency communications services.

1.2 CenturyLink will install Product(s) specified in Attachment 1 according to the terms and conditions described in
Attachment 2 to this Agreement, titled, Installation.

2. Sales Price and Payment Terms.

2.1 CenturyLink's prices for Product(s) and installation appear in Attachment 1 to this Agreement. All charges will
be paid within 30 days of the invoice date and in accordance with the payment schedules referenced in Attachment 3
to this Agreement, titled, Payment Summary. Prices quoted in this Agreement will be good until July 15, 2016. After
such date, prices are subject to change. Customer will not pay for the Services with funds obtained through the
American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate
CenturyLink to provide certain information or perform certain functions unless each of those functions and obligations
is explicitly identified and agreed to by the parties in this Agreement or in an amendment to this Agreement.

2.2 Customer agrees to make payments in accordance with the State of Nebraska Prompt Payment Act.

3. Taxes and Fees. Prices do not include taxes or fees, of any kind, established by governmental authorities.
Customer will pay all such applicable taxes and fees when billed by CenturyLink. Alternatively, CenturyLink may supply
CenturyLink a tax exemption certificate in a form satisfactory to CenturyLink.


4.1 Customer will ensure that its personnel are available to receive delivery of Product(s) at site, at a date and
time to be determined between CenturyLink and Customer. Risk of loss and damage to Product(s) passes to
Customer upon delivery of Product(s) to Customer at site.

4.2 Customer agrees to grant reasonable right of entry to CenturyLink's representatives to deliver the Product(s) or
perform all services contemplated under or by virtue of this Agreement, or both, and will make available a reasonable
amount of appropriate secure space for storage of Product(s) or parts as necessary.

4.3 Customer is responsible for proper site preparation, meeting and maintaining proper environmental conditions,
including but not limited to, air conditioning, cleanliness, temperature requirements, and electrical requirements as
indicated by the manufacturers of Product(s) in Attachment 1. Customer agrees to follow the National Emergency
Numbering Association ("NENA") recommendations and guidelines for site preparation as set forth in the NENA
Technical Information Document 04-502, which can be found at www.nena.org.

4.4 Product(s) delivered to Customer will be available at site on the installation date. The estimated installation
begin and complete dates are identified in Attachment 2 to this Agreement.

5. Health and Safety Compliance. CenturyLink and Customer will adhere to all applicable health and safety
laws, rules and regulations including the Occupational Safety and Health Administration's ("OSHA") rules and
regulations. Customer agrees to certify that there is no asbestos on any premises in any areas where CenturyLink
will be working. In the event Customer will not certify an asbestos free environment or asbestos is discovered in the
CenturyLink work area, there may be additional costs to perform under this Agreement in compliance with OSHA's
6. Customer Acceptance. CENTURYLINK AND CUSTOMER MUST REVIEW AND SIGN THE CUSTOMER ACCEPTANCE FORM. THE CUSTOMER ACCEPTANCE FORM OUTLINES CENTURYLINK'S ACCEPTANCE POLICY AND IS INCORPORATED BY REFERENCE INTO THIS AGREEMENT. IF THERE IS A CONFLICT BETWEEN THE TERMS OF THE CUSTOMER ACCEPTANCE FORM AND THE TERMS OF THIS AGREEMENT, THE TERMS OF THIS AGREEMENT WILL CONTROL. CUSTOMER MUST NOTIFY CENTURYLINK IN WRITING AND SPECIFY ANY PORTIONS OF THE PRODUCT(S) LISTED IN ATTACHMENT 1 THAT ARE UNACCEPTABLE. IF CUSTOMER DOES NOT NOTIFY CENTURYLINK WITHIN 10 BUSINESS DAYS FROM THE INSTALLATION DATE OR DELIVERY DATE, WHICHEVER IS APPLICABLE, PRODUCT(S) WILL BE DEEMED ACCEPTED. ANY PRODUCT INSTALLED BY CENTURYLINK IS CONSIDERED ACCEPTABLE AND BILLABLE IF IT IS INSTALLED AND OPERATES MATERIALLY IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS. CENTURYLINK RESERVES THE RIGHT TO CORRECT ANY PORTION OF A PRODUCT THAT HAS BEEN REJECTED BY CUSTOMER. ANY PORTION OF A PRODUCT THAT HAS NOT BEEN REJECTED BY CUSTOMER AND IS FUNCTIONALLY DIVISIBLE WILL BE DEEMED ACCEPTED AND MAY BE INVOICED SEPARATELY. MOVES AND CHANGES ARE CONSIDERED ACCEPTED WHEN THE DESCRIBED WORK IS MATERIALLY COMPLETED. ANY PORTION OF A PRODUCT THAT IS FOUND TO BE UNACCEPTABLE AFTER THE 10-DAY ACCEPTANCE PERIOD MAY BE REPORTED TO THE CENTURYLINK E911 CALL CENTER AT 1-800-357-0911.

7. Adds; Changes. Any changes to a Product order or installation request and any additional Product orders or installation requests must be by written amendment or by submitting a 911 CPE purchase order ("Purchase Order") to CenturyLink. The amendment or Purchase Order will be signed by authorized representatives of both parties and made a part of this Agreement.

8. Right to Subcontract. It is specifically agreed that CenturyLink may subcontract all or any portion of the work without the prior written consent of Customer. CenturyLink will remain responsible for the work of any subcontractor.

9. Indemnification for Claims Associated with Personal Injury, Death, or Property Damage Only. Each party will indemnify and hold harmless the other party in connection with claims, losses, damages, liabilities, and law suits to the extent they arise from, or are alleged to arise from, gross negligence or willful misconduct solely in connection with a party's performance under this Agreement. This indemnity extends solely to claims and lawsuits for personal injury, death, or destruction of tangible property. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

10. Confidentiality; Publicity. Neither party will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement or use the name or marks of the other party or its Affiliates; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. "Affiliate" means any entity controlled by, controlling, or under common control with a party. 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. "Confidential Information" means any information that is not generally available to the public, whether of a technical, business or other nature and that: (c) the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party; and/or (d) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving party or is already known or is independently developed by the receiving party.

11. 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 the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

12. Limitation of Liability.
12.1 **OPERATION OF PUBLIC SAFETY SYSTEMS, CUSTOMER PREMISES SERVICES AND PRODUCT(S) IS THE SOLE RESPONSIBILITY OF CUSTOMER. CENTURYLINK'S SOLE UNDERTAKING IS LIMITED TO PROVIDING THE PRODUCT(S) SOLD AND INSTALLATION OF THE PRODUCT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE PROVISION OF PRODUCT(S) SOLD AND SERVICES PERFORMED BY CENTURYLINK TO CUSTOMER WILL NOT BE INTERPRETED, CONSTRUED, OR REGARDED, EITHER EXPRESSLY OR IMPLIED, AS BEING FOR THE BENEFIT OF, OR CREATING ANY CENTURYLINK OBLIGATION TOWARD ANY THIRD PARTY OR LEGAL ENTITY OTHER THAN CUSTOMER. CENTURYLINK'S OBLIGATIONS EXTEND SOLELY TO CUSTOMER. In addition, the acceptance of use of the products provided by CenturyLink in no way creates an obligation to a third party on the part of the Customer. The customers' obligations extend solely to CenturyLink.

12.2 **CENTURYLINK WILL IN NO EVENT BE LIABLE TO THE CUSTOMER, OR TO ANY PERSON OR COMPANY USING ANY PRODUCT OR SERVICE SUPPLIED UNDER THESE TERMS AND CONDITIONS OR TO WHOM CUSTOMER FURNISHES A PRODUCT OR SERVICE, FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING AS A RESULT OF THIS AGREEMENT.

12.3 **CENTURYLINK'S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE OR EXPENSE FROM ANY CAUSE WHATSOEVER WILL IN NO EVENT EXCEED THE HIGHER OF THE REPAIR OR REPLACEMENT COST OF THE ITEM WHICH DIRECTLY GIVES RISE TO THE CLAIM. THE FOREGOING LIMITATION SHALL NOT APPLY TO THE EXTENT CENTURYLINK NEGLIGENTLY INSTALLS THE PRODUCT DIRECTLY RESULTING IN PERSONAL INJURY, DEATH OR DAMAGE TO THE TANGIBLE PROPERTY OF THE CUSTOMER (EXCLUDING THE PRODUCT). CENTURYLINK SHALL NOT BE HELD LIABLE FOR DAMAGES THAT ARE A RESULT OF ANY INTERRUPTION OF SERVICES THAT MAY OCCUR DUE TO FAULTY INSTALLATION BY CENTURYLINK BY CENTURYLINK.

13. **Insurance Coverage. The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the County, its commissioners/supervisors, officials, agents, representatives and employees. If at any time during the life of this Contract, CenturyLink's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, CenturyLink is required to notify the County within thirty (30) days of any deviations from the minimum requirements presented in this section.

13.1 **Workers' Compensation and Employers Liability Insurance. The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers' Compensation and $500,000 each accident for Coverage B, Employers Liability.

13.2 **Commercial General Liability Insurance. Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage. The minimum acceptable limits of liability shall be $1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than $2,000,000. The products/completed operations limit shall not be less than $2,000,000. The County is to be included as an additional insured on the insurance coverage required under this section.

13.3 **Evidence of Insurance. CenturyLink shall furnish the County with a memorandum of insurance available at www.centurylink.com/moi evidencing the coverages required in this section. If the memorandum (s) is shown to expire prior to completion of all the terms of this Contract, CenturyLink shall furnish a memorandum (s) of insurance evidencing renewal of its coverage to the County. The County is to be included as an additional insured on the Commercial General Liability and the Automobile Liability insurance coverage required under this section. CenturyLink shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of CenturyLink in this Section, and upon the request of the County, shall furnish the County with a certificate(s) of insurance evidencing the Subcontractor's insurance coverages required in this section.

13.4 **Insurance Company. All insurance coverages herein required of CenturyLink shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-. Upon request by the County, CenturyLink shall furnish evidence that the insurance company or companies being used by CenturyLink meet the minimum requirements listed in this section.

14. **Warranties.
14.1 THE WARRANTY PROVIDED IN THIS PARAGRAPH IS LIMITED AND EXCLUSIVE. NO OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY TO SERVICES RENDERED UNDER THIS AGREEMENT.

14.2 WARRANTY FOR PRODUCT(S) SOLD AND INSTALLED BY CENTURYLINK WILL BEGIN ON THE DATE OF INSTALLATION AND WILL CONTINUE FOR ONE FULL CALENDAR YEAR. DURING THIS WARRANTY PERIOD, CENTURYLINK WILL PROVIDE SERVICE TO KEEP PRODUCT(S) LISTED IN ATTACHMENT 1 IN GOOD WORKING ORDER AND TO HELP ENSURE PRODUCT(S) CONFORM TO THE SPECIFICATIONS, TERMS, AND CONDITIONS OF THIS AGREEMENT. SEPARATE CHARGES FOR CENTURYLINK LABOR ACTIVITY RELATED TO WARRANTY CALLS DURING THE WARRANTY PERIOD ARE SHOWN IN ATTACHMENT 3.

14.3 WARRANTY FOR PRODUCT(S) SOLD BUT NOT INSTALLED BY CENTURYLINK WILL BEGIN ON THE DATE OF DELIVERY OF THE PRODUCT(S) TO CUSTOMER AND WILL CONTINUE FOR 90 DAYS. DURING THIS WARRANTY PERIOD, CENTURYLINK WILL REPAIR OR REPLACE PRODUCT(S) LISTED IN ATTACHMENT 1 THAT CENTURYLINK FINDS TO BE DEFECTIVE DUE TO QUALITY OF MATERIAL OR MANUFACTURER'S WORKMANSHIP.

14.4 PERSONNEL FURNISHED BY CENTURYLINK WILL BE QUALIFIED TO PERFORM TASKS AND FUNCTIONS FOR WHICH THEY ARE ASSIGNED AND WILL PERFORM THEM IN A PROFESSIONAL MANNER.

14.5 IF THE PRODUCT(S) OR SERVICES FAIL TO MEET THE TERMS OF THIS WARRANTY AS A RESULT OF THE ACTIONS OR NEGLIGENCE OF CUSTOMER OR ACTIONS OF A THIRD PARTY (OTHER THAN AN AGENT OF, OR INDEPENDENT CONTRACTOR OF CENTURYLINK), OR DAMAGE RELATING TO ACTS OF GOD, FIRE, VANDALISM, OPERATOR ERROR, USE OF IMPROPER SUPPLIES, OR CUSTOMER INTERFACES OF PERIPHERAL EQUIPMENT, THEN CUSTOMER WILL PAY ALL CHARGES ASSOCIATED WITH THE REPAIR OR REPLACEMENT THEREOF IF CUSTOMER SO ELECTS TO REPAIR OR REPLACE SAID ITEMS.

15. Exclusions to Warranties.

15.1 THE WARRANTIES PROVIDED BY CENTURYLINK UNDER THIS AGREEMENT DO NOT INCLUDE THE FOLLOWING SERVICES:

   a. FURNISHING SUPPLIES THAT ARE NOT PART OF THE PRODUCT(S) OR FURNISHING MATERIAL THEREFOR;

   b. ELECTRICAL WORK EXTERNAL TO PRODUCT(S) SOLD UNDER THIS AGREEMENT;

   c. WORK OR SUPPLY OF MATERIAL RELATING TO MAINTAINING A PROPER ENVIRONMENT AT SITE UNLESS INDICATED IN ATTACHMENT 1 TO THIS AGREEMENT;

   d. EQUIPMENT NOT SOLD, INSTALLED, AND MAINTAINED BY CENTURYLINK EXCEPT FOR THE 90 DAY WARRANTY FOR PRODUCT(S) SOLD BUT NOT INSTALLED BY CENTURYLINK.

15.2 CENTURYLINK DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT(S) WILL BE UNINTERRUPTED OR ERROR FREE.

15.3 WARRANTY DOES NOT COVER PRODUCT(S) AFFECTED BY OPERATOR ERROR, MISUSE OF PRODUCT(S) OR FORCE MAJEURE EVENTS.

15.4 WARRANTY AND MAINTENANCE ON UNINTERRUPTED POWER SUPPLY (‘UPS’) ARE THROUGH THE MANUFACTURER AND DO NOT INCLUDE BATTERY REPLACEMENT.

16. Software License. One or more of the Product(s) may be or may contain software. In some cases the Product(s) manufacturer (CenturyLink's vendor) has embedded such software into the hardware as an integral part of the Product(s). All software remains the property and full ownership of the creator, developer, manufacturer, or copywriter, whichever the case may be. If required by creator, developer, manufacturer or copywriter, a license must be agreed to by the end-user (CenturyLink's Customer), to use such software and may contain specific terms and conditions for such use. These specific terms and conditions for use are governed by the creator, developer, manufacturer or copywriter to execute a Software License Agreement or Software Sub-License Agreement by end-user and/or CenturyLink, such license must be executed by CenturyLink's Customer as required, and will become a part of this Agreement by reference.

17. Default by Customer. In the event Customer fails or neglects to comply with any term or condition of this Agreement or to pay for services as provided herein, CenturyLink will have the right, after written notice, to cease performance or warranty service hereunder. This remedy will be in addition to any other remedies, including termination, available to CenturyLink in law or equity. CenturyLink will be entitled to recover reasonable attorneys' fees and costs of collection associated with enforcing its rights hereunder.

18. Governing Law; Dispute Resolution. Governing Law; Forum. Nebraska state law, without regard to choice-of-law principles, governs all matters arising out of, or relating to, this Agreement. Any legal proceeding relating to this Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to this Agreement.
not initiating the action, as indicated in the Notices section. But CenturyLink may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed.

19. **Residency Verification.** CenturyLink agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. CenturyLink is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

20. **Nondiscrimination Clause:** Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. § 1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

21. **Notices.** Unless otherwise provided herein, all required notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax #: 888-778-0054; Attn.: General Counsel or other person designated for notices. Unless otherwise provided herein, all notices will be deemed given: (a) when delivered in person to the recipient named above; (b) three business days after delivered via regular U.S. Mail; (c) when delivered via overnight courier mail; or (d) when delivered by fax if duplicate notice is also sent by regular U.S. Mail. Notices to County will be sent to: Deb Houghtaling, County Clerk, 1210 Golden Gate Drive, Papillion, NE 68046.

22. **General.** Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any discounts under any laws. Customer's use of Service must comply with all applicable laws. Customer may not assign the Agreement or any of its rights or obligations under the Agreement without the prior written consent of CenturyLink, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances. The Agreement is intended solely for CenturyLink and Customer and not to benefit any other person or entity, (e.g., End Users). If any term of the Agreement is held unenforceable, such term will be construed as nearly as possible to reflect the original intent of the parties and the remaining terms will remain in effect. Neither party's failure to insist upon strict performance of any provision of the Agreement will be construed as a waiver of any of its rights hereunder. All terms of the Agreement that should by their nature survive the termination of the Agreement will so survive. Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by a Force Majeure Event. "Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, flood, labor strike, sabotage, fiber cuts, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services. Except for Tariff or Service modifications initiated by CenturyLink, all amendments to the Agreement must be in writing and signed by the parties' authorized representatives. However, any change in rates, charges, or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. Each party reserves the right at any time to reject any handwritten change to the Agreement.

23. **Entire Agreement.** This Agreement constitutes the entire agreement between Customer and CenturyLink and supersedes all prior oral or written agreements or understandings relating to this subject matter.

CenturyLink and Customer execute and authorize this Agreement as of the last date shown below. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.

Sarpy County 911

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>CenturyLink Communications, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Don Kelly</td>
<td>Jacob Varner</td>
</tr>
<tr>
<td>Name Typed or Printed</td>
<td>Name Typed or Printed</td>
</tr>
<tr>
<td>Chairman</td>
<td>Director – Offer Management</td>
</tr>
<tr>
<td>Title</td>
<td>Tdy 30/2016</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
</tbody>
</table>

Deputy Sarpy County Attorney

NSP-194057

Page 5

CONFIDENTIAL

© CenturyLink, Inc. All Rights Reserved.

v. 111814
1. Product Pricing

<table>
<thead>
<tr>
<th>PRODUCT(S)</th>
<th>P10063</th>
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<td>Travel Fee per Person</td>
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<td>Text to 911 Integrated Power 911 One-time Fee per PSAP</td>
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<td>1</td>
<td>$0</td>
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<tr>
<td><strong>Total Price for Product</strong></td>
<td></td>
<td><strong>$7,527.27</strong></td>
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</tr>
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</table>

2. Installation Pricing. Customer will pay the following total installation charge for the Product(s) listed above: $5,489.23
ATTACHMENT 2
TO PUBLIC SAFETY PRODUCT
SALES/INSTALLATION AGREEMENT
BETWEEN CUSTOMER AND CENTURYLINK
==================================================================================================
CONFIDENTIAL INFORMATION
==================================================================================================
INSTALLATION

1. CenturyLink’s Responsibilities. CenturyLink will ensure that the Product(s) set forth in Attachment 1 have been installed according to the manufacturer’s specifications.

2. Customer’s Responsibilities. Customer is responsible for:

2.1. Preparing the site properly, including, but not limited to, allowing compliance with manufacturer’s specifications of floor plan requirements, as well as providing necessary openings, ducts, 4’ x 8’ sheet of 3/4” plywood for terminals and cross connect field, and conduits in floors and walls.

2.2. Meeting and maintaining proper environmental requirements as indicated by manufacturer of Product(s) listed in Attachment 1.

2.3. Providing electric current and grounds for any necessary purpose, related to this Agreement, with suitable outlets in rooms where required, including, but not limited to, providing proper lighting for installation personnel.

3. Time and Materials Charges. Additional time and materials charges are applicable under the following circumstances:

3.1. Any modifications to building’s electrical system required to install listed Product(s) that are not properly performed or provided by Customer;

3.2. Drilling of access holes and provisioning of suitable conduit (if required) from equipment room to dispatch center for cable access that are not properly performed or provided by Customer;

3.3 Customer requests that CenturyLink connect the Product(s) to voice recorder equipment which was not purchased under this Agreement.

4. Target Dates.

4.1 Installation begin date: TBD (estimated)

4.2 Installation complete date: TBD (estimated)

Customer ____________________________ (Initials)

CenturyLink ____________________________ (Initials)
ATTACHMENT 3
TO PUBLIC SAFETY PRODUCT
SALES/INSTALLATION AGREEMENT
BETWEEN CUSTOMER AND CENTURYLINK

============================================================================================
CONFIDENTIAL INFORMATION
============================================================================================

PAYMENT SUMMARY

1. Products.

1.1 Product and Installation Pricing Summary.

<table>
<thead>
<tr>
<th>Description</th>
<th>Charges</th>
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<tbody>
<tr>
<td>Product</td>
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<tr>
<td>Installation</td>
<td>$5,489.23</td>
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<tr>
<td>Total for Product and installation</td>
<td>$7,527.27</td>
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1.2 Payment Schedule.

<table>
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<tr>
<th>Description</th>
<th>Percentage of Total Payment Due</th>
<th>Amount Due</th>
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<tbody>
<tr>
<td>Contract Signing</td>
<td>20%</td>
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<tr>
<td>Equipment Delivery</td>
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</tr>
<tr>
<td>Date of Acceptance</td>
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</tbody>
</table>

2. Warranty: The warranty period and associated labor charges are shown below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Warranty Period</th>
<th>CenturyLink-provided labor associated with warranty calls</th>
</tr>
</thead>
<tbody>
<tr>
<td>Warranty Period</td>
<td>1 Year</td>
<td>$0.00</td>
</tr>
<tr>
<td>CenturyLink-provided labor associated with warranty calls</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Customer ______________________ (Initials)    CenturyLink ______________________ (Initials)
Agreement for Services

This Agreement for Services (Government Customers) is between West Safety Services, Inc. ("West") and the customer signing below ("Customer"), dated as of the latest signature date ("Effective Date"). The parties may enter into orders or statements of work referencing this agreement (each, an "Order") describing the West services ("Services"). "Agreement" means this Agreement for Services and all Orders. "Affiliate" has the meaning in Rule 405 of the Securities Act of 1933, as amended.

1. Term

This Agreement will continue from the Effective Date until the expiration or termination of the latest-ending Order.

2. Payment

2.1. Invoices. Customer will pay the fees described in Orders. West bills recurring fees monthly and non-recurring fees within 30 days of the Order effective date (except as specified in an Order). Invoices may be transmitted electronically and are payable via electronic funds (ACH, EFT or wire transfer) within 30 days of invoice date, without setoff or deduction. Requested Services performed by West before an Order effective date or outside the scope of the Order will be billed at West's then-current rate (except as otherwise specified in an Order). West will apply payments to the oldest outstanding invoice.

2.2. Taxes. Customer will bear all applicable taxes, duties, and other government charges relating to the Services (including applicable interest and penalties), except taxes based on West's income. Any tax exemption must be supported by appropriate documentation.

2.3. Termination. West's pricing is based on fees for the entire Order term. On early termination of an Order (except due to West's default), Customer will pay for Services delivered and outstanding invoices.

2.4. Late Payments. Customer agrees to make payments in accordance with the State of Nebraska Prompt Payment Act. Customer will pay all reasonable costs of collection (including attorney fees). West may change payment terms or require a deposit upon an adverse change in Customer's financial condition or payment record.

2.5. Disputed Invoices. Customer may withhold only good faith disputed amounts, not to exceed one month's recurring fees for the Service and will pay all other amounts when due. Customer must notify West within 15 days of any disputed invoice, specifying the nature of the dispute. The parties will try in good faith to resolve any disputed invoices within 30 days.

3. Confidentiality

Exhibit A-Confidentiality and FOIA applies to disclosure and use of confidential information exchanged under this Agreement and disclosures required by applicable freedom of information or public records laws.

4. Limited Warranty

4.1. Warranty. West warrants that Services will be provided in a workmanlike manner, in accordance with industry standards and by individuals with suitable skills and abilities. Except as provided in an Order, Services will be deemed accepted when performed. West does not warrant products, equipment, hardware, or software used to provide the Services but not manufactured by West.

4.2. Disclaimer. EXCEPT AS STATED IN THIS SECTION, WEST DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, ACCURACY OR CONDITION OR LOSS OF DATA, NETWORK CONNECTIVITY, INTEROPERABILITY OR THAT THE SERVICES OR RELATED SYSTEMS WILL BE UNINTERRUPTED OR ERROR-FREE.

4.3. Customer Materials. Customer will provide information reasonably requested by West to perform the Services, including as applicable: telecommunication or cell site specifications; Customer or third party databases; network architectures and diagrams; performance statistics; interfaces and access to Customer systems, including third party systems; routing and network addresses and configurations ("Customer Materials"). Customer warrants that (a) Customer is solely responsible for the content and rights to the Customer Materials; (b) the Customer Materials will be accurate; and (c) West's use of the Customer Materials will not violate the rights of any third party.

5. Limitation of Liability

5.1. Limitation. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR LOSS OF GOODWILL, DATA OR PROFITS, OR COST OF COVER. Beyond the limits of its insurance coverage, West shall not be liable to Customer for any direct, indirect, punitive, special, incidental or consequential damage of any kind (including loss of business, revenue, profits, use, data or other economic advantage) in connection with or arising out of Customer's use of Services or any failure to connect to Services, if applicable, whether in contract or in tort, even if West has been previously advised of the possibility of such damages.

5.2. Insurance Coverage. The following insurance coverages shall be kept in force during the life of the Contract and shall be primary with respect to any insurance or self-insurance programs covering the Customer, its commissioners/supervisors, officials, agents, representatives and employees. These insurance coverages shall specifically state, or be endorsed to state, that thirty (30) days' notice shall be given to the Customer by West in the event of cancellation of, or material change in, any of the coverages. If at any time during the life of this Contract, West's insurance coverages and limits do not meet or exceed the minimum insurance requirements presented in this section, West is required to notify the Customer within thirty (30) days of any deviations from the minimum requirements presented in this section.
5.3. Workers’ Compensation and Employers Liability Insurance: The minimal acceptable limits shall be the statutory limits as required by the State of Nebraska for Coverage A, Workers’ Compensation and $500,000 each accident for Coverage B, Employers Liability.

5.4. Commercial General Liability Insurance: Coverage should include broad form coverage written on a commercial general liability form and written on an occurrence basis. The coverage must protect against claims for damages resulting from bodily injury, including death, personal injury and property damage. The minimum acceptable limits of liability shall be $1,000,000 each occurrence. If the coverage contains a general aggregate, such limit shall not be less than $2,000,000. The products/completed operations limit shall not be less than $2,000,000. The Customer is to be named as an additional insured on the insurance coverage required under this section.

5.5. Certificate of Insurance: West shall furnish the Customer with a certificate(s) of insurance evidencing the coverages required in this section. If the certificate(s) is shown to expire prior to completion of all the terms of this Customer, West shall furnish a certificate(s) of insurance evidencing renewal of its coverage to the Customer. The Customer is to be included as an additional insured on the Commercial General Liability coverage required under this section. West shall require each and every Subcontractor performing work under this Contract to maintain the same coverages required of West in this Section, and upon the request of the Customer, shall furnish the Customer with a certificate(s) of insurance evidencing the Subcontractor’s insurance coverages required in this section.

5.6. Insurance Company: All insurance coverages herein required of West shall be written by an insurance company or companies transacting business as an admitted insurer in the State of Nebraska or under the Nebraska Surplus Lines Insurance Act. All insurance companies must possess a minimum A.M. Best Insurance Company rating of A-+. Upon request by the Customer, West shall furnish evidence that the insurance company or companies being used by West meet the minimum requirements listed in this section.

5.7. Application. THESE LIMITS ON LIABILITY APPLY WHETHER THE CLAIM ARISES OUT OF BREACH OF WARRANTY, CONTRACT, TORT, OR STRICT LIABILITY, AND EVEN IF THE DAMAGES ARE POSSIBLE OR FORESEEABLE.

5.8. Time Limit. ANY SUIT MUST BE FILED WITHIN THE APPLICABLE STATUTE OF LIMITATIONS AFTER THE CAUSE OF ACTION ACCRUES.

6. Indemnification

6.1. West Indemnity. West will indemnify, defend and hold harmless the Customer from third-party claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney fees and expenses (collectively, “Claims”) for physical injury or death or tangible property damage to the extent caused by West’s gross negligence or willful misconduct.

6.2. Customer Indemnity. Except to the extent prohibited by applicable law, Customer will indemnify, defend and hold harmless West, its Affiliates and their officers, directors, employees and agents from Claims (a) relating to the Customer Materials or a breach of the Section titled Customer Materials; (b) relating to any Customer product or service; or (c) for physical injury or death or tangible property damage to the extent caused by Customer’s gross negligence or willful misconduct.

6.3. Procedures. The indemnified party will (a) notify the other party of any Claim; (b) relinquish control of the defense and settlement; and (c) assist the indemnifying party as reasonably requested. The indemnifying party may settle any Claim without the indemnified party’s consent if the settlement does not affect the rights of the indemnified party. The indemnified party may participate in the defense at its expense.

6.4. Immunity. If applicable and to the extent not prohibited by applicable law, each Party will be entitled to not less than the same benefits and protections afforded by any law, regulation or other applicable rule which extends protections to the other Party in any form, including but not limited to governmental or other immunity, indemnification, or other protection. Neither Party will object to or interfere with the assertion of such immunity by the other Party.

7. Termination for Default

If either party fails to cure a material default within 30 days for late payments, or 30 days for other default, after notice specifying the default, the non-defaulting party may terminate the Agreement or applicable Order, and pursue any other available remedies at law or equity. The cure period will extend for 30 more days if West uses good faith efforts to cure.

8. Intellectual Property

8.1. West IP. West retains full and exclusive ownership of and all rights in, to and under its trademarks, service marks, tradenames and logos, and any design, data, specification, know-how, software, device, technique, algorithm, method, discovery or invention, whether or not reduced to practice, relating to the Services and any development, enhancement, improvement or derivative works of the Services except for the Customer Materials (collectively, including all intellectual property rights, “West IP”). West grants Customer a non-exclusive, non-transferable license during the term to use the West IP only to the extent required to utilize the Services, subject to this Agreement. Customer receives no other right, title or interest in, to or under West IP. West IP is West’s Confidential Information (as defined in Exhibit A hereto). Customer will cooperate to take such actions reasonably requested to vest ownership of West IP in West.

8.2. Restrictions; Reservation of Rights. Customer will not disclose or allow access to West IP, including without limitation, software and systems, by anyone other than Customer’s employees and subcontractors who have a need to access the West IP and who are bound by law or written agreement to comply with Customer’s duties under this
Agreement. Neither party will reverse engineer, decompile, disassemble or translate the other party’s intellectual property or confidential information. Each party reserves all rights to its intellectual property and confidential information.

9. On-Site Services
For any Services performed on Customer’s premises, Customer will (a) provide appropriate facilities, access, furnishings, equipment, software, documentation, passwords and data; (b) maintain adequate security, safety, utilities, and environmental standards; and (c) reimburse West for its reasonable out-of-pocket expenses, including coach class travel, business class lodging, automobile rental, and meals, unless otherwise provided in the Order. While on the other’s premises, each party will comply with the other party’s written security rules and regulations.

10. Insurance
Each party will maintain: (a) Workers’ Compensation insurance required by law; (b) employer’s liability insurance with limits of at least $500,000 for each occurrence; (c) comprehensive automobile liability insurance if the use of motor vehicles is required, with limits of at least $1,000,000 combined single limit for bodily injury and property damage for each occurrence; (d) Commercial General Liability insurance, including Blanket Contractual Liability and Broad Form Property Damage, with limits of at least $1,000,000 combined single limit for bodily injury and property damage for each occurrence; (e) Professional Liability or Errors and Omissions insurance of at least $1,000,000 for each occurrence; and (f) excess or umbrella liability at a limit of at least $5,000,000 per occurrence and aggregate in excess of the underlying coverage required above. The CGL, employer liability, excess or umbrella liability, and automobile liability policies of each party will designate the other party as an Additional Insured. On request, the other party will furnish certificates evidencing the foregoing insurance. Each party will strive to notify the other at least 30 days before any cancellation or termination of its policy.

11. Miscellaneous

11.1. Force Majeure. Neither party is liable for delays or defaults in its performance hereunder (except for its payment obligations) due to causes beyond its reasonable control, including: acts of God or government; war, terrorism, fire or explosion; flood; extreme weather; epidemic; riots; embargoes; viruses; technology attacks; labor disturbances; failure or unavailability of the Internet, telecommunications, transportation, utilities or suppliers.

11.2. Independent Contractors; Beneficiaries. The parties are independent contractors. No agency, joint venture or partnership is created under this Agreement. This Agreement benefits Customer and West only; there are no third party beneficiaries, including Customer’s customers.

11.3. Interpretation; Conflict; Severability. “Including” means including, without limitation. “Days” means calendar days. If any terms of this Agreement and an Order conflict, the Order will govern for that Order only. No preprinted purchase order or other form terms will apply. Any provision held unenforceable by a court will be enforced to the fullest extent permitted by law and will not affect the other provisions. No course of dealing or failure to exercise any right or obligation is an amendment or waiver. This Agreement may be modified or amended only in a writing signed by the parties.

11.4. Assignment. This Agreement will be binding on the permitted successors and assigns. Neither party may transfer or assign this Agreement without the prior written consent of the other, not to be unreasonably withheld, except that West may assign this Agreement to an Affiliate or to an acquirer of all or part of its business or assets without consent.

11.5. Applicable Law and Remedies. This Agreement is governed by Colorado law, without regard to choice of law principles. Injunctive relief will apply to any breach of Sections 3 or 8 above. All rights and remedies are in addition to any other rights or remedies at law or in equity, unless designated as an exclusive remedy in this Agreement. Each party will be entitled to the same governmental or other immunity or other protections afforded by any law, rule or regulation to the other party, and neither party will object to or interfere with the other party’s application of this sentence.

11.6. Compliance with Laws. Each party has or will timely obtain all consents, licenses, permits and certificates required to perform under this Agreement. Each party will comply with laws, rules, regulations and court orders applicable to it or the Services. West may cease or modify the Services or the terms as reasonably required to comply with changes in law. Customer recognizes and agrees to comply with West’s Code of Ethical Business Conduct located at https://www.west.com/legal-privacy/terms-conditions/.

11.7. Advertising and Publicity. Neither party will use the other party’s name or marks in any press release, advertisement, promotion, speech or publicity, without the other party’s prior written consent, except that West may use Customer’s name and marks in its customer lists, sales or promotional materials without consent.

11.8. Affiliates; Changes. Services may be provided, in whole or part, by West or its Affiliates. West Communications, Inc. may provide regulated portions of the Services. West may modify or improve Services during the term.

11.9. Notices; Entire Agreement; Survival; Signature. All notices must be in writing and delivered to the address below. Notices are effective on receipt when sent by certified or registered U.S. Mail, charges prepaid, return receipt requested or when delivered by hand, overnight courier or fax with confirmed receipt. This Agreement constitutes the entire agreement and supersedes any prior written or oral agreements or understandings related to its subject matter. Sections titled Invoice and Payment, Confidentiality, Limited Warranty, Limitation of Liability, Indemnification, Intellectual Property and Miscellaneous will survive termination of this Agreement. This Agreement may be executed in counterparts, by facsimile or electronically, and is not enforceable unless executed by both parties.

11.10 Residency verification; West agrees to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. West is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees.
physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

11.11 Nondiscrimination Clause: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A. § 1985, et seq.), and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

11.12 Savings Clause: It is understood and agreed by the Customer and West hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska, the State of Colorado, or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and obligations of the Customer and West shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to be invalid.

IN WITNESS WHEREOF, The parties hereby execute and authorize this Agreement as of the Effective Date.

SARPY COUNTY, NE

Authorized Signature
Don Kelly

Name Typed or Printed
Chairman
9/27/2016

Title
Address for Notices:
1210 Golden Gate Drive,
Papillion, NE 68046
Attn: Deb Houghtaling, County Clerk
Ph: 402 593-2317

WEST SAFETY SERVICES, INC.

Authorized Signature
Steve Lowe

Name Typed or Printed
Chairman
Nov 29, 2016

Title
Address for Notices:
1601 Dry Creek Dr.
Longmont, CO 80503
Attn: Legal Department, copy attn: Corporate Controller
Fax: 720 494-6600

Approved as
 Approved as to Form
Deputy Sarpy County Attorney
Exhibit A-Confidentiality and FOIA

Except to the extent disclosures are required under applicable freedom of information or public records laws or regulations, the terms of this Exhibit A-Confidentiality and FOIA will apply to information disclosed under this Agreement. Customer may disclose the West’s Confidential Information only to the extent required by applicable law or regulation. Customer will give sufficient notice to West to allow West to claim applicable exemptions, make applicable objections or seek appropriate limits or restrictions on use and disclosure of its Confidential Information.

12. Definitions: “Confidential Information” means all information disclosed by or on behalf of either party (“Discloser”) to the other party (“Recipient”) that is marked as confidential or proprietary or that by its nature or context constitutes information that a reasonable business person would treat as proprietary, confidential, or private, even if not so marked. Confidential Information includes, but is not limited to a party’s financial, business, technical, marketing, sales, customer, product, pricing, strategy, personnel, software, systems, methods, processes, practices, intellectual property, trade secrets, software, data, contract terms or other business information.

13. Exclusions: Confidential Information does not include any information that: (a) was or becomes generally available to the public through no breach of this Agreement; (b) was previously known by Recipient or is disclosed to Recipient by a third party without any obligation of confidentiality; or (c) is independently developed by the Recipient without the use of Discloser’s Confidential Information.

14. Use and Disclosure: Recipient and its employees, Affiliates, agents and contractors will: (a) use the Confidential Information only for the Agreement; (b) disclose the Confidential Information only to its employees, Affiliates, agents, and contractors with a “need to know” for the Agreement; (d) use the same standard of care to protect Discloser’s Confidential Information as Recipient uses to protect its own similar confidential or proprietary information, but not less than reasonable care appropriate to the type of information; (e) reproduce Discloser’s confidentiality or proprietary notices, legends or markings on all copies or extracts of Confidential Information; and (f) use and disclose the Confidential Information as authorized in writing by the Discloser. Recipient is responsible for compliance with this Agreement by its employees, Affiliates, agents and contractors.

15. Required Disclosure: If required to disclose any Confidential Information by law or court order, Recipient will promptly notify the Discloser (unless prohibited by law) and cooperate with Discloser, at Discloser’s expense, to seek protective orders or appropriate restrictions on use and disclosure. The Section titled Use and Disclosure does not apply to disclosure required under this Section.

16. Return or Destruction: Within 30 days after termination of the Agreement or written request of Discloser, Recipient will return or destroy Discloser’s Confidential Information. Recipient will certify return or destruction if requested by Discloser. Recipient may retain Discloser’s Confidential Information to the extent required by law. This Exhibit A will survive and continue to apply to Discloser’s Confidential Information that is not reasonable to return or destroy (for example, retained in archive or backup systems) as long as it is retained by or for Recipient.
Prices reflected are for a 36 month term
Taxes and fees not included in quote

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CERTIFICATION

To Whom It May Concern:

I, Jeffrey L. Pursley, Executive Director of the Nebraska Public Service Commission, hereby certify that the enclosed is a true and correct copy of the original order made and entered in the proceeding docketed as Application No. 911-060.64 on the 16th day of June, 2016. The original order is filed and recorded in the official records of the Commission.

Please direct any questions concerning this order to Sue Vanicek, Director, at 402-471-3101.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the Nebraska Public Service Commission, Lincoln, Nebraska, this 17th day of June, 2016.

Sincerely,

Jeffrey L. Pursley
Executive Director

Enclosure

cc: Stu DeLaCastro, Sarpy County 911 Communications, 1210 Golden Gate Drive, Papillion NE 68046
BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

In the Matter of the Commission, on its own motion, seeking to investigate and determine whether additional funds from the Enhanced Wireless 911 Fund should be made available to public safety answering points for costs to implement text to 911 solutions: Sarpy County.

ORDER APPROVING APPLICATION

Entered: June 16, 2016

BY THE COMMISSION:

On May 6, 2014, the Nebraska Public Service Commission (Commission) entered an order on its own motion seeking to investigate and determine whether additional funds from the Enhanced Wireless 911 Fund should be made available to public safety answering points (PSAPs) for costs to implement text to 911 solutions.

On November 4, 2014, the Commission released Progression Order 3 in this docket, setting out the procedure to fund text to 911 outside the cost model for PSAPs ready to implement technology solutions on an interim basis. The staff proposal adopted set out the application process for PSAPs seeking interim funding for text to 911 solutions.

On January 27, 2015, the Commission entered an Order approving Sarpy County's funding request, in part, in an amount not to exceed $26,307.90 for a Direct IP solution and staff training.1 On February 23, 2016, Sarpy County contacted the Commission regarding a change in the delivery of its text to 911 service by CenturyLink, resulting in an increase in its monthly recurring costs from $533.00 to $600.00 for 36 months and its non-recurring costs from $5,937.50 to $8,020.50. Commission staff advised Sarpy County to submit a revised funding request, which was received on March 3, 2016.

The Wireless 911 Advisory Board considered Sarpy County's revised funding request at its April 25, 2016 meeting and recommended that the Commission approve the request.

1 In the Matter of the Commission, on its own motion, seeking to investigate and determine whether additional funds from the Enhanced Wireless 911 Fund should be made available to public safety answering points for costs to implement text to 911 solutions: Sarpy County, Order Approving Application, In Part, Application No. 911-060.64 (Jan. 27, 2015).
O P I N I O N S  A N D  F I N D I N G S

According to Neb. Rev. Stat. 86-465(2), costs incurred by public safety answering points for the provision of enhanced wireless 911 service may be eligible for payment from the Enhanced Wireless 911 Fund, according to standards and criteria established by the Commission.

Pursuant to the staff proposal adopted in Progression Order No. 3 in this docket, the Commission may approve funding requests for text to 911 technology solutions costs such as text control center contracts, staff training, trunks necessary for additional text traffic, other costs related to the provision of text to 911 services not attributed more generally to 911 emergency response services. Progression Order No. 3 further specified that the Commission intended to limit approval of text to 911 related service contracts to no more than three years.

The revised application was reviewed by technical subject matter experts, Mission Critical Partners, who advised the Commission that the technology proposed by Sarpy County was Next Generation 911 compatible and covered all wireless carriers currently deploying text to 911. MCP held no reservation in the technical design of the solution; however, MCP recommended that redundant network connectivity be considered for addressing the single point of failure risk. The Commission will further investigate this issue.

The Commission finds that the funding request submitted by Sarpy County should be approved. PSAPs must submit invoices for payment by the Commission or submit invoices with evidence of payment for reimbursement to the PSAP from the Enhanced Wireless 911 Fund.

O R D E R

IT IS THEREFORE ORDERED by the Nebraska Public Service Commission that the revised text to 911 technology solution funding request submitted by Sarpy County be and hereby is approved as set forth herein, in an amount not to exceed $29,620.50.

IT IS FURTHER ORDERED that Sarpy County submit required documentation to justify all expenditures for payment or reimbursement from the Enhanced Wireless 911 Fund.
ENTERED AND MADE EFFECTIVE at Lincoln, Nebraska, this 16th day of June, 2016.

COMMISSIONERS CONCURRING:

Crystal Groader

Tim Schram

//s//Frank E. Landis
//s//Tim Schram

 мероприятия COMMISSIONERS CONCURRING:

NEBRASKA PUBLIC SERVICE COMMISSION

Chairman

ATTEST:

Executive Director