BOARD OF COUNTY COMMISSIONERS
SARPY COUNTY, NEBRASKA

RESOLUTION APPROVING AND AUTHORIZING CHAIR TO SIGN AMENDMENT TO 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, an agreement with Cox Business for the implementation of SIP Trunking was approved by the Board on September 29, 2015, Resolution 2015-407; and,

WHEREAS, the agreement with Cox Business requires to be amended to provide Cox Voice Manager Primary Rate Interface (PRI) for various County fax lines; and,

WHEREAS, said amendment is for specific modifications to the County’s telephone system; and,

WHEREAS, said amendment 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 amendment with Cox Business is hereby approved and the Chair of this Board is authorized to sign the amendment 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 15th day of March, 2016.

Chairman, Sarpy County Board

ATTEST:

Sarpy County Clerk

Signed by: Robert.Nigh@cox.com
3/22/2016 8:03:14 PM (UTC)
MEMORANDUM

To: County Board
From: Mark L. Walters, Sarpy County Information Systems Director
Subject: PRI - Trunk Line for Faxes
Date: March 10, 2016

At the March 15, 2016 board meeting, Information Systems (I.S.) will be requesting the Board to approve an agreement with Cox Communications for a PRI (Primary Rate Interface) line to handle fax communications. This contract will be for 36 months and is $353.00 per month.

In mid-December the County moved to SIP (Session Initiating Protocol) Trunking for phone service. The SIP service is much less expensive and is saving the County approximately $3,500 per month. Unfortunately this new method of providing phone service has greatly impacted the ability of County offices to use fax machines. The County currently has 68 fax units.

I.S. has worked diligently with both Cox Communications and ConvergeOne (Phone System Consultant) to configure the SIP trunk, phone system, and fax units to work. The faxes are still unreliable and there is no known or expected resolution in the foreseeable future. Performing additional research I.S. has found that this is a typical problem that organizations face when moving to SIP for phone service.

Below is a quick comparison of PRI and SIP:

<table>
<thead>
<tr>
<th>PRI (Primary Rate Interface)</th>
<th>SIP (Session Initiating Protocol)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRI is a physical connection to the PSTN (public switched telephone network) over a dedicated line that only serves voice transmission.</td>
<td>SIP Trunking is a virtual connection to the PSTN over a physical line that is often shared over your existing data connection.</td>
</tr>
<tr>
<td>PRI uses a circuit switched model for making voice connections between people.</td>
<td>SIP Trunking uses a packet switched model for making voice connections between people.</td>
</tr>
<tr>
<td>PRI has a guaranteed Quality of Service (QoS).</td>
<td>SIP Trunking is typically Best Effort.</td>
</tr>
</tbody>
</table>

I.S. is also working to have the PRI line to be used as a backup for the SIP trunk should it fail.

If you have any questions or concerns please contact me 402-593-2325.
Amendment To
Commercial Services Agreement
3/9/2016

<table>
<thead>
<tr>
<th>Service Description</th>
<th>Prev QTY</th>
<th>New QTY</th>
<th>Unit Price</th>
<th>Term (Months)</th>
<th>Monthly Recurring</th>
<th>One Time Activation &amp; Setup Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cox Voice Manager PRI-Fiber</td>
<td>0</td>
<td>1</td>
<td>$350.00</td>
<td>36</td>
<td>$350.00</td>
<td></td>
</tr>
<tr>
<td>- DID 20 Number Block</td>
<td>0</td>
<td>1</td>
<td>$3.00</td>
<td>M-M</td>
<td>$3.00</td>
<td></td>
</tr>
<tr>
<td>Cox Connect PRI Install Fee</td>
<td>0</td>
<td>1</td>
<td>$0.00</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Totals:**
- $353.00
- $0.00

---

**Equipment Charges**

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

**If you are purchasing Dedicated Service Facilities:**

- **Merge Bill:** No

---

**Special Conditions:**

Customer has the right to cancel the PRI if the solution does not meet their needs - 60 Days max.

---

**Promotion Details:**

By signing this Amendment, you represent that you are the authorized Customer representative and the information above is true and correct. This Amendment amends the Commercial Services Agreement last executed by Cox and Customer (the "CSA") and binds Customer to the terms and conditions contained in this Amendment and the CSA, including without limitation, the Cox tariffs, Service Guidelines, State and Federal regulations, the General Terms located at http:/www2.cox.com/aboutus/policies/business-general-terms.cox, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Amendment. Customer acknowledges and accepts that Customer is solely responsible for protecting its network, equipment and the software through the use of firewalls, anti-virus and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and the software. This Amendment is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Amendment to Cox unchanged within thirty (30) days from the date above. In addition to any other termination rights in the Agreement, Cox may terminate this Amendment without liability at any time prior to Cox’s implementation of the changes to the Agreement that are set forth in this Amendment or if Cox determines that Customer’s location is not reasonably serviceable according to Cox’s standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. Each party may use electronic signatures to sign this Amendment, provided the electronic signature method used by Customer is acceptable to Cox. “Acceptance” of this Amendment by Cox shall occur upon the earlier of (i) Cox’s countersignature of this Amendment or (ii) Cox’s implementation of the changes to the Agreement that are set forth in this Amendment. If Customer cancels this Amendment prior to installation of Service by Cox, Customer shall be liable for Cox’s costs incurred. If Cox Equipment is not returned to Cox after disconnection of Services, Customer shall be liable for the Cox Equipment costs. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms. To review Cox’s Internet Service Disclosures, please visit www.cox.com/internetdisclosures.

---

**Customer Authorized Signature:**

**Signature:**

**Print:**

**Title Position:**

**Date:**

---

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

**Signature:**

**Print:**

**Title Position:**

**Date:**

---

**Approved as to Form:**

**Signature:**

---

**Signed by: Robert.Nigh@cox.com**

3/22/2016 8:03:14 PM (UTC)
RESOLUTION APPROVING AND AUTHORIZING CHAIR TO SIGN AGREEMENTS WITH NACR AND COX BUSINESS FOR SIP TRUNKING SERVICES

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, three agreements have been proposed between Cox Business and NACR, including the Cox Business Commercial Services Agreement, NACR Support and Upgrade Advantage Addendum, and NACR Master Agreement Rider for Avaya VM SBC for SIP Trunking; and,

WHEREAS, said agreements are for specific modifications to the County’s telephone system; and,

WHEREAS, said agreements are 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 agreements with Cox Business and NACR are hereby approved and the Chair of this Board is authorized to sign each 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 29th day of September, 2015.

[Signature]
Vice Chairman, Sarpy County Board

[Signature]
Sarpy County Clerk

ATTEST:

[Stamp]
MEMO

To: Sarpy County Board of Commissioners

From: Beth Garber

Re: County Phone System – SIP Trunking

Over the past year the Information Systems Department has been working with an IT and communications solutions company, 2Evolve Technologies, and NACR (the County’s Avaya partner) to update the County’s phone system from multiple T-1 trunk lines to a technology that utilizes a network connection, SIP trunking. The phone service on both platforms is the same; however SIP trunking is much less expensive. It is estimated the County will save over $6,000 a month by making this change. However, there are initial software and installation fees from NACR that total $18,388.50.

The first step of this process was working with the various phone companies to ensure that our monthly bills accurately reflect County needs. Information Systems and 2Evolve Technologies focused on phone lines that come into the County phone system only. This excluded outlying buildings that have their own copper lines; various analog lines used for fire alarms, elevators, fax machines and also excluded the 911 Center. Once the phone bills were cleaned up, 2Evolve Technologies began working with both Cox Communications and CenturyLink to develop a new phone agreement that would cover phone needs for the County phone system. After negotiations with both Cox and CenturyLink, 2Evolve Technologies recommend proceeding forward with Cox as their pricing became more competitive.

Once the three (3) agreements have been approved by the Board, 2Evolve will work in coordination with NACR and Sarpy County Information Systems to ensure a smooth transition from CenturyLink to Cox. It is anticipated that the new service will be in effect by the end of 2015.

If you have questions, please feel free to contact Mark Walters or myself.

September 23, 2015

cc: Deb Houghtaling
    Mark Wayne
    Scott Bovick
    Brian Hanson
    Mark Walters
    Elmer Martin
    Mike Graham

Beth Garber

Signed by: Robert.Nigh@cox.com 3/22/2016 8:03:14 PM (UTC)
MEMORANDUM

To: County Board
From: Mark L. Walters, Information Systems Director
Subject: County Phone Service Recommendation
Date: September 21, 2015

Information Systems and the Purchasing Department have been working with a communications broker over the last year to consider ways to decrease telephone costs for the County. Over the last ten (10) years telephone service delivery has changed considerably and the County is ready to move forward to save on phone service.

Currently the County utilizes multiple T-1 trunk lines to provide connectivity to the telephone company for service (dial-tone). The new technology, SIP Trunking, utilizes a network connection similar to the connectivity you have for computers. The service is the same but the method it is delivered is different and much less expensive.

The County currently pays approximately $8,000 per month ($7,000 service, $1,000 taxes/fees) for just the County phone system. SIP Trunking service will cut this cost to approximately $2,100 ($1,625 service, $475 taxes/fees) a month. This would be a savings of approximately $5,900 per month.

The County also maintains a Long Distance Service contract with WindStream that averages around $400/month. Approximately $350 of this monthly bill is from the County Phone System, the remaining $50 is from off-site locations that are also on this contract. The new phone service agreement will include 10,000 minutes of long distance service, which should cover the average number of minutes used by the County phone system users.

I.S. will require professional services from an Avaya consultant to help with the configuration and implementation of the server required to manage the new SIP trunking communication. This contract is estimated to be $18,400.

The communications broker has worked closely with various telecommunications providers and has recommended that the County move to Cox Communications. Cox has provided the lowest price for service and also a proven platform to support the needs of the County. Currently all T-1 connections and telephone service is provided by CenturyLink.

As part of the Cox agreement, Information Systems will be able to lower the monthly Internet backup line from $377 to $178, a savings of $199 a month.
The following chart compares the current services vs. the new services/pricing.

<table>
<thead>
<tr>
<th>Item</th>
<th>Monthly</th>
<th>Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Phone Service</td>
<td>$8,000</td>
<td>$96,000</td>
</tr>
<tr>
<td>Current Internet Backup</td>
<td>$377</td>
<td>$4,524</td>
</tr>
<tr>
<td>Current Long Distance</td>
<td>$350</td>
<td>$4,200</td>
</tr>
<tr>
<td>Current Costs</td>
<td>$8,727</td>
<td>$104,724</td>
</tr>
<tr>
<td>New Phone Service</td>
<td>$2,100</td>
<td>$25,200</td>
</tr>
<tr>
<td>New Internet Backup</td>
<td>$178</td>
<td>$2,136</td>
</tr>
<tr>
<td>New Long Distance</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>New Costs</td>
<td>$2,278</td>
<td>$27,336</td>
</tr>
</tbody>
</table>

Annual savings the first year will be $58,988, $77,388 less $18,400 for professional services. The return on investment (ROI) for this project is approximately four (4) months.

It is anticipated that the new service will be implemented before the end of 2015. Only service for the County Phone System will change. Any phone lines, numbers, or service that is not connected to the County phone system will not change (e.g. alarm systems, remote sites, 911, etc.).

If you have any questions or concerns, please contact me at 402-593-2325.

cc: Mark Wayne
    Scott Bovick
    Brian Hanson
    Beth Garber
Support and Upgrade Advantage Addendum

This Addendum applies to NACR Sales Quote or Master Agreement Rider Number M2544

This Sales Quote or Master Agreement Rider includes a three (3)-year Avaya Support Advantage ("SA") and/or a three (3)-year Avaya Upgrade Advantage ("UA") package for the following items:

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
<th>3-Year Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>232729</td>
<td>SA PREF ASBCE R6 STD SVCS 1-500 3 year annual pay</td>
<td>$1,304.10</td>
</tr>
<tr>
<td>232735</td>
<td>UPGRADE Advantage ASBCE R6 STD SVCS 1-1500 3 year annual pay</td>
<td>$869.40</td>
</tr>
</tbody>
</table>

The total amount due for the SA and/or UA for the entire three (3)-year period for the above-listed item(s) is $2,173.50 ("SA and/or UA Amount"). The SA and/or UA Amount is due in three (3) equal progress payments, the first of which is included in the Price. Customer understands and agrees that the remaining two (2) payments are NOT included in the Price that is reflected on the Sales Quote or Master Agreement Rider referenced above, and Customer agrees to pay the remaining two (2) payments, in equal installments, at the following times:

Second Payment: On the date that is one (1) year from the date on which installation of the Product(s) to which the SA and/or UA pertains is complete; and

Third Payment: On the date that is two (2) years from the date on which installation of the Product(s) to which the SA and/or UA pertains is complete.

North American Communications Resource, Inc.

SELLER: Richard Bourdow
SIGNATURE: Richard Bourdow
TITLE: Regional Vice President
DATE: 10/06/15

BUYER: Sarpy County
SIGNATURE: Donald R. Kelly
TITLE: Vice Chairman
DATE: 9/29/15

8/12/2011

Approved as to Form:

Signed by Robert. Nigh@cox.com
3/22/2016 8:03:14 PM (UTC)
# Master Agreement Rider

**Avaya VM SBC for SIP Trunking**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SBC Software</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>269366</td>
<td>ENT ED R6 SYSTEM MANAGER R6 LIC/IE</td>
<td>1.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>270137</td>
<td>ASSBCE R6.2+ STD SVCS LIC 1-500</td>
<td>9.00</td>
<td>$56.00</td>
<td>$504.00</td>
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<td>271552</td>
<td>AVAYA AURATM SM R6 VE VAPP</td>
<td>2.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>271784</td>
<td>SYSTEM MNGR R6 VE VAPP</td>
<td>1.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>308256</td>
<td>ASSBCE R6 VAPP SYS LIC</td>
<td>1.00</td>
<td>$0.00</td>
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<tr>
<td>308257</td>
<td>ASSBCE R6 VIRTUAL PLTFRM NEW SYS TRACK</td>
<td>1.00</td>
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<td><strong>SBC Software Sub-total:</strong></td>
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<td></td>
<td></td>
<td>$3,864.00</td>
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<tr>
<td><strong>Annual MNTC</strong></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>232729</td>
<td>SA PREF ASBCE R6 STD SVCS 1-500 3YAN</td>
<td>69.00</td>
<td>$6.50</td>
<td>$434.70</td>
</tr>
<tr>
<td>232735</td>
<td>UPG ADV ASBCE R6 STD SVCS 1-500 3YAN</td>
<td>69.00</td>
<td>$4.20</td>
<td>$291.80</td>
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<tr>
<td><strong>Annual MNTC Sub-total:</strong></td>
<td></td>
<td></td>
<td></td>
<td>$724.50</td>
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<tr>
<td><strong>Installation</strong></td>
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<td></td>
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<tr>
<td>SERVICES-200NA</td>
<td>SBC Installation Services See detailed SOW</td>
<td>1.00</td>
<td>$8,400.00</td>
<td>$8,400.00</td>
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<tr>
<td>SERVICES-101</td>
<td>CM programming for all trunk routing and programming for SIP on VM Server</td>
<td>1.00</td>
<td>$5,400.00</td>
<td>$5,400.00</td>
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<tr>
<td><strong>Installation Sub-total:</strong></td>
<td></td>
<td></td>
<td></td>
<td>$13,800.00</td>
</tr>
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</table>

**Terms and Conditions of the Master Agreement Apply**

This order is a configured order and/or contains software.

Accepted By:

Buyer: [Signature] Date: 9/29/15
Title: Vice Chairman

Seller: [Signature] Date: 10/06/15
Title: Regional Vice President

*Quote Valid for 30 days*
*Prices are subject to change without notice*

**Grand Total:** $18,388.50

Signed by: Robert Nigh@cox.com
3/22/2016 8:03:14 PM (UTC)
Master Agreement Rider

Avaya VM SBC for SIP Trunking

Bill To: Sarpy County
Attn. To: Mark Walters
Address: 1210 Golden Gate Dr.
Papillion, NE 68046

Ship To: Sarpy County
Attn. To: Mark Walters
Address: 1210 Golden Gate Dr.
Papillion, NE 68046

Customer P.O.: SarCOU0001
Customer ID: SARCOU0001
Master Agreement No.: M2544
Shipping: UPS GROUND
Payment Terms: National Account Manager

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
</table>

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North American Communications Resource, Inc.
980 County Rd. W, Fremont, NE 68025
800-431-1333 651-994-6801 (Fax)

Signed by: Robert.Nigh@cox.com
3/22/2016 8:03:14 PM (UTC)
Using Integrated Communications to Bring People Together!

Convergence SIP Scope of Work
August 17, 2015
CONFIDENTIALITY NOTICE

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CONTACT INFORMATION

<table>
<thead>
<tr>
<th>Name</th>
<th>Functional Responsibility</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lisa Porter</td>
<td>National Account Manager</td>
<td><a href="mailto:lporter@nacr.com">lporter@nacr.com</a></td>
</tr>
<tr>
<td>Bob Olson</td>
<td>Regional Provisioning Manager</td>
<td><a href="mailto:bolson@nacr.com">bolson@nacr.com</a></td>
</tr>
<tr>
<td>John Hinterschied</td>
<td>Director of Converged Solutions</td>
<td><a href="mailto:jhinterschied@nacr.com">jhinterschied@nacr.com</a></td>
</tr>
<tr>
<td>Marty Jacobs</td>
<td>Convergence</td>
<td><a href="mailto:mjacobs@nacr.com">mjacobs@nacr.com</a></td>
</tr>
</tbody>
</table>

NACR COMPANY PROFILE

North American Communications Resource, Inc. (NACR), we’re the people who know communications. We’re an award-winning, privately held, leading provider of communication solutions for businesses with a proven track record dating back to 1993, when we launched the company with five employees. Today, NACR has nearly 1,000 employees and more than 75 locations across the United States.

NACR specializes in delivering innovative convergence solutions that provide businesses with a distinct competitive advantage. We understand the challenges posed by today’s rapidly evolving technologies and leverage our extensive engineering team to customize the optimal solution.

NACR’s solution architects and Convergence Engineers hold more than 600 industry-recognized certifications from Microsoft, Avaya, Interactive Intelligence, Unify/Siemens, Cisco, Extreme Networks, IBM, VMware, Juniper, Aruba and Motorola and other technology leaders. Our team also includes two Microsoft Certified Masters (MCMs). The NACR Convergence Team has deep core competencies in consultation, design and implementation of VoIP, SIP, Data Network solutions. We look forward to the opportunity to leverage these skills and partner with Sarpy County.

TABLE OF CONTENTS
Statement of Work

PROJECT SCOPE SUMMARY

The scope includes a remote convergence engineer to provide installation and startup support for:

- (1) Instance of Session Border Controller (SBC) on customer provided VMware to be deployed at the Sarpy County location

The scope also includes SIP integration and configuration of the existing virtualized instances of Avaya Session/System Manager.

The Session Manager integration and testing includes building the required dial pattern, entity links and adaptations to support the connectivity to the following:

- (1) Avaya SBC

The SBC configuration and testing includes:

- SIP connectivity to the Session Manager
- (1) SIP trunk type/group for (1) Avaya Dev Connect Service Provider (Cox Communications).

The project activities will occur in (4) Phases:

- Plan
- Build
- Install/Test
- Cutover/First Day of Business

The activities that will be performed in each phase are as follows:

PLANNING PHASE

During the project planning phase, the NACR Project Manager will work jointly with Sarpy County to develop a project schedule and the appropriate test and cutover plans for the project. The activities that will be performed by the Project Manager during the planning phase include:

- Conduct Internal and External Kickoff Calls
- Provide Sarpy County with required IP worksheets
- Work jointly with customer and NACR team members to review:
  - Project schedule/task list
  - NACR standard SIP Test and Cutover Plan
- Configure the Session/System Manager and SBC for the integrations described in the project scope summary

The Convergence Engineer will perform the following activities during planning phase:

- Participate in internal and customer kickoff calls to review the SIP project scope.
- Gathering detailed information on client specific VMware build including:
  - ESXi Host Specifications
  - VMware Storage
Statement of Work

- Physical Network
- Avaya Applications

- Participate in SIP Planning calls in order to:
  - Review SIP Call Types and Call flows
  - Assist customer as needed with completion of the Session/System Manager and SBC IP worksheets

- Work jointly with NACR PM and Sarpy County to develop the SIP test/ cutover Plan

Documentation Deliverables:

- Project Schedule and Task List
- SIP IP worksheets
- Provide a standard SIP Trunk test plan
- VMware Planning Form

BUILD PHASE

The Convergence Engineer activities preformed during the Build Phase include:

- Perform a verification of the customer provided VMware infrastructure. The verification will include a review with the client VMware administrator to verify the build meets Avaya requirements. The verification will include a review of:
  - Avaya Virtual Environment Supported Software & Features
  - Avaya Virtual Environment Storage Guidelines
  - Avaya Virtual Network Guidelines
  - Avaya Virtual CPU & Memory Considerations

- Running a “Verification” using a NACR tool that will compare the client build data to Avaya requirements
- Conducting a “web conference” to view the “Virtual Machine Properties” (VMware screens) for the Avaya Applications that were loaded on the VMware host server.

The NACR Performance Readiness Center Engineer will perform the following tasks for the virtualized instances of the Avaya Session Border Controller (SBC):

- Downloading applicable OVA’s and patches from PLDS
- Upload OVA’s and patches to NACR FTP server
- Provide client with information needed to retrieve the OVA’s from FTP server
- Work with customer via VPN or web conference access to deploy, configure and start the OVA’s includes performing Basic OVA administration tasks:
  - Host Name
  - DNS
Statement of Work

- Time Zone
- IP Address
  - Patch every OVA to the latest Service Pack or Feature Pack unless specified otherwise
  - Retrieve MACs for licensing
  - Load licenses once retrieved

Documentation Deliverables:

- Results on the Deployment Verification Tool

INSTALL AND TEST PHASE

The convergence engineer activities to be performed remotely during this phase include:

- Support the physical install of the SBC at the customer site
- Support turn-up and test with the service provider/applications integrator during normal business hours
- Execute the SIP Test Plan provided in the Planning Phase of the project.

CUTOVER AND TEST PHASE

The Convergence Engineer activities to be performed remotely during this phase include:

- Execute the SIP Trunk Cutover Plan in (1) standard out of hours cutover window up to (4) hours

FIRST DAY OF BUSINESS SUPPORT PHASE

- Provide up to (4) hours First Day of Business Support
- Provide (1) hour informal knowledge transfer on SBC administration. The topics included:
  - Review of the “as built” SIP architecture
  - Review access and monitoring features
  - Provide customer administrator with logins/passwords

PROJECT CLOSE

NACR will provide a project closure document within (5) days of completion of the activities described in the project schedule/task list.

Documentation Deliverable
• Project Closure and Handoff Document.

Products shall be deemed Accepted on the delivery date for Products ordered for delivery only, or on the In Service Date for Products installed by NACR, unless client provides NACR written notice stating Product is not operating according to specifications and Product documentation. Said notice must be received within (5) business days of either the original delivery date or date that products are placed into service (“In-Service Date”), If proper notice is received, NACR will take reasonable steps to correct any such defects and provide notice to Customer when operating in substantial accordance with the applicable specifications and documentation.

ROLES AND RESPONSIBILITIES

SARPY COUNTY RESPONSIBILITIES

Sarpy County will be responsible for the following tasks.

• Provide VPN or other mutually agreed remote access.
• Provide all applicable power, rack space and environmental’s per vendor specifications.
• Provide cable plant and patch cords that meet or exceed Category 5e.
• Receive equipment and provide a secure storage area.
• Complete all applicable NACR provided IP/planning worksheets.
• Provide a single point of contact that will work jointly with the NACR PM to insure all Sarpy County tasks are completed within the dates that are mutually agreed to at the start of the project. The customer SPOC should have:
  ▪ The authority to review and approve change orders.
  ▪ Knowledge of customer project requirements including current/future plans that may impact the final configuration.
  ▪ Perform all co-ordination with the SIP Service Provider (if applicable).
• Provide all VMware hardware/software per the Avaya Specifications.
• Providing a qualified VMware engineer to:
  ▪ Participate in NACR project planning meeting that will include a review of Avaya Requirements.
  ▪ Perform all VMware administration of the Avaya OVAS.
  ▪ Complete the NACR VMware Planning form.
  ▪ Review results of “Verification Tool” with Convergence Engineer and perform any corrective actions required.
• Provide qualified SIP resource to assist NACR with development and execution of the SIP test/cutover plans.

Signed by: Robert.Nigh@cox.com 3/22/2016 8:03:14 PM (UTC)
- Enhance the standard SIP test plan provided by NACR to include user case scenarios based on the applications that will be integrated to SM.
- Provide qualified system administrator who will assume Day 2 responsibilities for the new hardware/applications.

**NACR RESPONSIBILITIES**

- Provide qualified NACR resources (Project Manager, PRC/Convergence Engineer and NACR technician) to perform the NACR tasks described in this scope.

**PROJECT ASSUMPTIONS**

The project estimate is based on the following assumptions:

- All activities described in this scope (with exception of the NACR technician) will be performed remotely at or from any designated NACR location.
- All non-service effecting work will be performed during normal business hours defined as: (Mon-Fri, 8-5, non-NACR holidays)
- Cutover activities will be performed during out of hours standard hours defined as: (Mon-Fri, 5-12, non-NACR holidays). Requests for out of hours support during premium time, defined as (Mon-Fri 12PM to 8AM, Saturdays, Sundays and all NACR designated holidays) will require execution of a billable change order.
- The project has dependencies on the ability of Sarpy County resources to complete tasks within the mutually agreed project schedule that will be provided by the NACR PM during the planning phase of the project.
- Deviations from project schedule/tasks/durations and owners once mutually agreed may result in impact to the project schedule and budget. This includes delays caused by SIP Service provider, customer or other 3rd parties.
- The scope includes delivering the informal knowledge transfer activities described in this document. Formal classroom training can be provided by the NACR Center of Excellence (COE). Visit the NACR web site for course schedules, fee’s and scheduling information.
- Sarpy County existing network is free of layer 3, protocol and broadcast errors.
Statement of Work

PROJECT PRICING

Remote Convergence Engineering Support (services 0200NA) $8,400.00
Grand Total $8,400.00

STATEMENT OF WORK ACCEPTANCE

The signature below of an authorized Sarpy County representative indicates acceptance of the terms and conditions of this Statement of Work by Sarpy County. This terms and conditions in the NACR Sales Agreement also apply. A signature by an authorized NACR representative indicates NACR’s agreement to perform the defined work under the terms of this proposal. The terms of this Statement of Work shall remain open for a period of 45 days from the date set forth below as signed by NACR.

NACR
Authorized Representative:

Richard Bourdow
Printed Name: Richard Bourdow
Title: Regional Vice President
Date: 10/06/15

Sarpy County
Authorized Representative:

Dwight Kelly
Printed Name: Dwight Kelly
Title: Vice Chairman
Date: 9/29/15

Signed by: Robert.Nigh@cox.com 3/22/2016 8:03:14 PM (UTC)
### Commercial Services Agreement

**Cox Account Rep:** Evolve Tech

**Cox System Address:**
- Omaha, NE 68154

**Customer Information**

- **Legal Company Name:** Sarpy County
- **Street Address:** 1210 GOLDEN GATE DR #CABLE
- **City/State/Zip:** Papillion, NE 68046
- **Billing Address:** 1210 Golden Gate Dr
- **City/State/Zip:** Papillion, Nebraska 68046
- **Fax Number:**
- **Cox Account #:** 132-0169977-01

**Authorized Customer Representative Information**

- **Billing Contact:** 462-339-3256
- **Fax:**
- **Contact Number:** 402-593-2378
- **Email Address:** mike@sarpy.com

### Service Address: 1210 GOLDEN GATE DR #CABLE, Papillion, NE 68046

**Phone:** 402-339-3256

**Service Description**

- **Service Address:** 1210 GOLDEN GATE DR #CABLE, Papillion, NE 68046
- **Cox Account ID:** 132-0169977-01

**Service Description**

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<tr>
<th>Service Description</th>
<th>Prev QTY</th>
<th>New QTY</th>
<th>Unit Price</th>
<th>Term (Months)</th>
<th>Type</th>
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<th>One Time Activation &amp; Setup Fees</th>
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**Equipment Description**

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<th>Total Fee</th>
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**Totals for Sarpy County:**

- **MRC:** $1,672.00
- **NRC:** $0.00
- **Equipment Cost:** $0.00

### Service Address: 1210 GOLDEN GATE DR, Papillion, NE 68046

**Phone:** 402-593-5782

**Service Description**

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<th>Term (Months)</th>
<th>Type</th>
<th>Monthly Recurring</th>
<th>One Time Activation &amp; Setup Fees</th>
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**Equipment Description**

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</thead>
<tbody>
<tr>
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</tbody>
</table>

**Totals for Sarpy County Courthouse:**

- **MRC:** $178.00
- **NRC:** $0.00
- **Equipment Cost:** $0.00

**Totals for all Accounts:**

- **MRC:** $1,800.00
- **NRC:** $0.00
- **Equipment Cost:** $0.00

---

**Facilities for Dedicated Service Facilities:**

For Dedicated Service Facilities (e.g., Private Line, Ethernet Services), by initialing here and signing below, Customer represents that at least 10% of the traffic on the designated circuit(s) is Inter-State in nature or is Internet traffic.

Signed by: Robert.Nigh@cox.com

Signed: 3/22/2016 8:03:14 PM (UTC)
Special Conditions

Overage on minute pack is $.0275 per minute. Minute pack can be shared on Sarpy County phone lines billing with Cox in the Omaha area.

Promotion Details

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement (the “Service Terms”) and any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides, State and Federal regulations, the General Terms located at http://www2.cox.com/aboutus/policies/business-general-terms.cox, and the Cox Acceptable Use Policy (the “AUP”). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement, this Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox exchanged within thirty (30) days from the date above. In addition to any other termination right, in this Agreement, Cox may terminate this Agreement without liability at any time prior to installation of Services or if Cox determines that Customer's location is not reasonably serviceable according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's counternotaure of this Agreement or (ii) Cox's installation of Service at Customer's location. If Customer cancels this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. If Cox Equipment is not returned to Cox after disconnection of Services, Customer shall be liable for the Cox equipment costs. I acknowledge that I have read and understand the 911 Disclosures in Section 2 of the Service Terms.

Customer Authorized Signature: [Signature]

Print: Donald K. Kelly

Title Position: Vice Chairman

Date: 9/29/15

Approved as to form: [Signature]

7/14/2014

Page 2: 11:31:03 AM

Signed by: Robert Nigh@cox.com 3/22/2016 8:03:14 PM (UTC)
This "Agreement" includes the terms and conditions (i) on the previous page or, if in the Cox Business e-commerce environment, as selected above (the "Cover Page"); (ii) on this page, including without limitation all policies and terms incorporated into this page (the "Service Terms"); and (iii) set forth at http://www2.cox.com/aboutus/policies/business-general-terms.cox (the "General Terms").

1. **Terminology**
   - **Customer** means the person or entity named in the Cox Business e-commerce environment, as selected above, who subscribes for Services, if not a legal entity, that individual.
   - **Term** shall mean the Initial Term and Extended Term(s).
   - **Cox** means Cox Business Services, LLC, its successors, and assigns.
   - **Service** means any of the services described herein.
   - **Service Charge** means the charges for the Services.
   - **Service Charges** includes all amounts charged to you for the Services.
   - **ESBC** means the Essex County Board of Supervisors, Virginia.
   - **IAD** means Internet Access Device.
   - **AUP** means the then-current User Agreement at http://www2.cox.com/aboutus/policies/business-general-terms.cox.
   - **SG** means the State, including any political subdivisions thereof, in which the Customer is located.
   - **SG's REGULATIONS** means the applicable State and Federal regulatory authorities.

2. **E911 Services**
   - THE E911 EMERGENCY TELEPHONE SERVICE PROVIDED BY COX WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR THE BACKUP FOR THE IAD, ESBC OR IAD IF YOU SUPPLY YOUR OWN PHONE EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN IAD WILL CONTINUE TO OPERATE AS USUAL, FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ESBC OR IAD WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE.
   - IF THE E911 OR IAD IS NOT FUNCTIONING PROPERLY, CALL COX'S CUSTOMER SERVICE CENTER AT 1-877-4Cox (4269) (9 AM-9 PM, MON-SAT).
   - CUSTOMER AGREES TO KEEP THE E911 SERVICE WORKING AND TO ALLOW COX TO TEST THE SERVICE AT ANY TIME.

3. **Service Start Date and Term**
   - This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox (as such term is defined on the Cover Page). The "Initial Term" and "Extended Term" and the application of the Term commitment set forth on the Cover Page. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for the Service on the date Services would have been delivered if reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages in delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate the Agreement by providing written notice to Customer and Customer shall be liable to Cox for reasonable costs incurred thereafter.

4. **Renewal**
   - **Initial Term** shall mean the Initial Term and Extended Term(s), if any, Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer of an increase, Customer may change the rates for such Services at any time, and Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional charges, discount charges, or any other credits to the Customer's account will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

5. **Payment**
   - Customer will be obligated to pay Cox a termination fee equal to the nonrecovering charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If there is signal interference with any Cox Service, Cox may terminate this Agreement. If Cox cannot resolve the interference by using commercially reasonable efforts.

6. **Service and Installation**
   - Cox shall provide all Services in accordance with the then-current terms and conditions of this Agreement and the applicable Service Annexe, the General Terms, and the AUP. Cox and the customer shall be responsible for the ownership of the Services, subject to the applicable invoice. Cox shall be entitled to the Service charges recovered from the Customer and from third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.
   - Customer and Cox agree to accept and comply with all then-current terms and conditions of the AUP at http://www2.cox.com/aboutus/policies/business-privacy.cox, which is incorporated herein by reference. Cox may amend such terms and conditions and Cox may retire or otherwise terminate such terms and conditions on written notice to Customer. Customer's breach of any terms or conditions of the AUP shall be deemed a breach by Customer of this Agreement.
   - Cox shall perform all installation and setup services at Customer's request and in accordance with Cox's installation policies, if any.

7. **General Terms**
   - The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, in its sole discretion, for the benefit of Customer, and any such changes will be effective upon Cox publishing such changes on the website above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD AND AGREED TO THE BOUND BY THE TERMS OF THE TERMS.

8. **Limitation of Liability**
   - COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT, EXCEPT AS CAUSED BY NEGLIGENCE. NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, AGAINST ANY SERVICE, SOFTWARE, OR DATA PROVIDED BY COX OR ITS AGENTS.

9. **Warranties**
   - COX MAKES NO WARRANTIES AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK. IN THE EVENT OF ANY PROBLEM, CUSTOMER AGREES TO REPORT THE PROBLEM TO COX FOR RESOLUTION.

10. **Public Performance**
    - Customer agrees in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining and paying any public performance licenses at Customer’s expense. The Video Service that Cox provides under this Agreement does not include a public performance license.