

CONTRACT ROUTING FORM

CONTRACT NO: 2010-008

INSTRUCTIONS: All original contracts must first be signed and notarized by the contractor, then routed to the authorized Gallatin County representatives according to the Small Purchasing Policy (Resolution #2008-085) and the Service Contract Procedure Guidelines. All contracts will be routed back to the originating department who **MUST** forward the original contract to the Clerk & Recorder for filing. **NO EXCEPTIONS!**

(NOTE: If contractor requires an original document, two contracts must be routed.)

1. This section to be completed by: Department Head, Board Chairperson or Elected Official

DATE: 6/18/09

FUND #: 2300.250.42.07.50.345

RESPONSIBLE DEPARTMENT: 9-1-1 Communications SIGNATURE: [Signature]

CONTRACT NAME: Qwest Enhanced 9-1-1 Service Agreement

CONTRACT AMOUNT: \$126734.30 AMOUNT IS WITHIN MY BUDGET: YES NO

CONTRACT AMOUNT IS WITHIN APPROVED PURCHASE AUTHORITY: YES NO

MINIMUM SOLICITATION REQUIREMENTS HAVE BEEN DOCUMENTED: YES NO

*IF "NO" ANSWERED TO ANY QUESTION ABOVE, EXPLAIN REASONS and SEND TO COUNTY ADMINISTRATOR FOR REVIEW.

Renewal of Qwest Enhanced 9-1-1 Services 3 yr contract service provides our enhanced 9-1-1 capability at 911 Center

START DATE: 7/1/09

EXPIRATION DATE: 7/1/2012

**DESCRIPTION OF CONTRACT / GOODS OR SERVICES / SCOPE OF WORK:
Qwest provides teleco services and support for enhanced 9-1-1

**IF THIS IS A MODIFICATION, WORK ORDER OR AMENDMENT OF EXISTING CONTRACT PROVIDE ORIGINAL CONTRACT #: _____

DATE SIGNED BY CONTRACTOR: 6/17/2009

2. Finance Director complete, if amount is \$1,500 or greater.

FINANCE DIRECTOR APPROVED: [Signature] DATE: 6/22/09

3. County Administrator complete, if necessary.

COUNTY ADMINISTRATOR APPROVED: [Signature] DATE: 6/23/09

4. County Commissioner approval required?: Yes No

5. Clerk and Recorder: Date Recorded: 7/7/09

6. Responsible originating department must send one approved contract to contractor.

QWEST ENHANCED 9-1-1 SERVICE AGREEMENT

Agreement Number
Billing Number 406 255-9720-419

This Qwest Corporation Enhanced 9-1-1 Service Agreement ("Agreement") is between **Gallatin County** ("Customer") and Qwest Corporation, ("Qwest").

1. Scope.

1.1. Qwest will provide, and Customer will purchase, the Qwest Enhanced 9-1-1 service provided under this Agreement ("Service"). Service to be provided under this Agreement is a telecommunications exchange service that routes 9-1-1 dialed calls to a Customer designated Public Safety Answering Point ("PSAP"). The number "9-1-1" is intended as a universal emergency telephone number that provides the public direct access to a PSAP. A PSAP is an agency authorized to receive and respond to emergency calls. One or more PSAPs may be required for any given municipality or metropolitan area. PSAPs are designated by the Customer and specified in Attachment(s) to this Agreement. Service includes Qwest network facilities necessary for the answering, transferring, and forced disconnect of emergency 9-1-1 calls originated by persons within the servicing area(s). Qwest does not answer and forward 9-1-1 calls, but furnishes the use of its facilities to enable the Customer's E9-1-1 and/or 9-1-1 personnel to respond to such calls.

1.2. Qwest will not provide Service to less than an entire central office service area. Service does not include facilities provided by independent telephone companies and/or Competitive Local Exchange Carrier ("CLEC").

1.3. Qwest will provide Service up to the Standard Network Interface ("SNI") for each of the service locations at Customer's location(s). The SNI is that location where Qwest's protected network facilities end and Customer's inside wire or network begins. Any Qwest tariff, price list, price schedule, administrative guideline, catalog, and other rate and term schedules (hereinafter, whether individually or together, "Tariff") applicable to the Service is incorporated into the Agreement by reference and made a part of the Agreement. The Service will be governed by: (a) the Tariff applicable to the Service; and (b) to the extent a comparable Tariff term or condition does not apply to the Service, the terms and conditions set forth in this Agreement. Qwest reserves the right to amend, change, withdraw, or file additional Tariffs in its sole discretion, with such updated Tariffs effective upon posting or upon fulfillment of any necessary regulatory requirements.

1.4. Customer will use the E911 database provided by Qwest only for answering and responding to E911 calls. Customer will be responsible for ensuring that each PSAP will also use the E911 database as prescribed herein. Any other use of the database will result in immediate termination of Service.

1.5. QWEST ACCEPTS NO RESPONSIBILITY FOR OBTAINING OR FOR THE ACCURACY OF SUBSCRIBER, STATION, OR END-USER RECORD INFORMATION RECEIVED FROM INDEPENDENT TELEPHONE COMPANIES, CLECS, OR PRIVATE TELECOMMUNICATIONS SYSTEMS, SUCH AS PBX OR SHARED TENANT SERVICES.

1.6. Customer will provide a Master Street Address Guide ("MSAG") to Qwest for use in the database preparation. The MSAG must follow the National Emergency Numbering Association ("NENA") recommended United States Postal Service street name and directional addressing standard.

1.7. Qwest will not deliver Service until each participating telephone service provider's records for Customer's service area match the applicable Master Street Address Guide at a rate of ninety-five percent (95%). Customer is fully responsible for correcting all erroneous records and achieving such rate.

1.8. Customer will ensure that each participating telephone service provider's records are sent electronically in the NENA 512 format for database updates.

2. Term.

2.1. This Agreement will commence on the latest signature date, provided mandatory filing requirements are met. The term of this Agreement will expire 07/01/2012 (36) months from the first installation date of Service (as evidenced by Qwest's records). Or the date of [enter effective date of renewal].

2.2. Should Qwest continue to provide Service after this term without a further agreement, the Service charges will convert to the applicable month-to-month rate under the terms and conditions of the applicable Tariff.

2.3. The minimum service period for rate stabilized Service is 12 months.

2.4. Customer may enter into a new Service agreement that establishes a greater available term period without incurring non-recurring or termination charges.

3. Charges and Billing.

3.1. Customer will be billed the Tariff rates in effect for all Service monthly rate elements. Qwest reserves the right to revise rates if a change in the statutes or administrative rules affects the cost of providing Service. Customer must pay Qwest all charges by the date on the invoice. Any amount not paid when due will be subject to a late charge as specified by the Tariff, or if there is no such late charge specified in the Tariff, the amount due will be subject to late interest at the lesser of 1½% per month or the highest rate permitted by

QWEST ENHANCED 9-1-1 SERVICE AGREEMENT

applicable law. Customer must also pay Qwest any applicable federal, state, and local taxes, surcharges, and other similar charges ("Taxes") assessed in connection with Customer's Service. Taxes are subject to change. Qwest may reasonably modify the payment terms or require other assurance of payment based on Customer's payment history or a material and adverse change in Customer's financial condition.

3.2. Provision of Service under this Agreement may involve independent telephone company territories. Charges for Service only include Service provided within Qwest territory up to the meet point of the independent telephone company and/or CLEC. Other charges which involve work performed by the independent telephone company and/or CLEC will be in addition to Qwest's charges and will be negotiated separately between Customer and the independent telephone company and/or CLEC.

3.3. Customer may add Service under this Agreement at the Tariff rates and charges in effect at the time of the addition(s).

4. Termination.

4.1. Either party may terminate Service and/or this Agreement in accordance with the applicable Tariff or for Cause. "Cause" means the failure of a party to perform a material obligation under this Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from Qwest of such default (unless a different notice period is specified in the Tariff); or (b) for any other material breach, within 30 days of written notice (unless a different notice period is specified in the Tariff or this Agreement). Customer will remain liable for charges accrued but unpaid as of the termination date. If, prior to the conclusion of the Term, Service and/or this Agreement is terminated either by Qwest for Cause or by Customer for any reason other than Cause, then Customer will also be liable for:

4.2. If termination is prior to installation of Service, termination charges will be those reasonable costs incurred by Qwest through the date of termination. If termination is after installation of Service but prior to the 12 month minimum service period, Customer will pay the 12 month minimum service charge in addition to the termination charges specified in Tariff and/or in this Agreement.

4.3. If Customer discontinues Service to a level that is less than 80% of a total annual true-up stabilized monthly rate, a termination charge may apply to the Service removed below the 80% level. The charge will be equal to 100% of the monthly rate for the Service terminated below the 80% level multiplied by the number of months, or portion thereof, remaining in the minimum service period; plus 15% of the monthly rate for Service removed below the 80% level multiplied by the number of months, or portion thereof, remaining in the term of this Agreement. The Tariff may include additional terms and conditions regarding waiver of the early termination charge.

4.4. A termination charge will be waived when the Customer discontinues Service(s) and ALL of the following conditions are met: 1) Customer signs a service agreement for any other Qwest provided new service(s). All applicable nonrecurring charges will be assessed for the new service(s); 2) Both the current Service and the new service(s) are provided solely by Qwest; 3) The order to discontinue Service and the order to establish new service(s) are received by Qwest within 30 days of each other for service in New Mexico, and at the same time for service in any other state; 4) The new service(s) installation must be completed within 30 calendar days of the disconnection of Service, unless such installation delay is caused by Qwest; 5) The total value of the new service(s), excluding any special construction charges, is equal to or greater than 115% of the remaining value of this Agreement; 6) A new Minimum Service Period, if applicable, will go into effect when the new service(s) agreement term begins; and, 7) Customer agrees to pay any previously billed, but unpaid recurring, and any outstanding nonrecurring charges - these charges cannot be included as part of the new service(s) agreement.

4.5. New service is defined as a newly installed service placed under a new service agreement(s), or newly installed additions to an existing service agreement(s), but does not include renewals of expiring service agreement(s), renegotiations of existing service agreement(s) and conversions from month-to-month service to contracted service.

5. **Personal Injury, Death, and Property Damage.** Each party will be responsible for the actual, physical damages it directly causes to the other party in the course of its performance under the Agreement, limited to damages resulting from personal injury or death to a party's employees and loss or damage to a party's personal tangible property arising from the negligent acts or omissions of the liable party; PROVIDED, HOWEVER, THAT NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER.

6. **Indemnification.** Except as prohibited or limited by law, Customer will defend and indemnify Qwest, its Affiliates, agents, and contractors against all third party claims, liabilities, costs, expenses, and reasonable attorneys' fees, arising from or related to the use, modification, or resale of the Service by Customer or End Users, including, without limitation, any claim for invasion of privacy. "End User" means Customer's members, end users, customers, or any other third parties who use or access the Service or the Qwest network via the Service. "Affiliate" means any entity controlled by, controlling, or under common control with a party.

7. **Limitation of Liability.** NEITHER PARTY, ITS AFFILIATES, AGENTS, OR CONTRACTORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR FOR ANY LOST PROFITS OR REVENUES OR LOST DATA OR COSTS OF COVER RELATING TO THE SERVICE OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED. WITH REGARD TO ANY SERVICE RELATED CLAIM BY

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CUSTOMER FOR DAMAGES THAT IS NOT LIMITED BY THE PRECEDING SENTENCE, CUSTOMER'S EXCLUSIVE REMEDIES FOR SUCH CLAIM WILL BE LIMITED TO THE APPLICABLE OUT-OF-SERVICE CREDITS, IF ANY. This limitation of liability will not apply to a party's indemnification obligations or Customer's payment obligation for charges under the Agreement, (e.g., Service charges, Taxes, interest, and termination or cancellation charges). IN ADDITION, QWEST WILL NOT BE LIABLE FOR ANY DAMAGE THAT RESULTS FROM INFORMATION PROVIDED TO CUSTOMER BY ANY OTHER DATA PROVIDER(S).

8. No Warranties. QWEST DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES, AGENTS, OR CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES WILL CREATE ANY WARRANTY. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE. IF QWEST INTEGRATES ANY RECORDS PROVIDED TO QWEST BY ANY OTHER DATA PROVIDER, FOR INCLUSION IN THE CUSTOMER'S E911 DATA, QWEST MAKES NO REPRESENTATION OR WARRANTY AND ASSUMES NO LIABILITY REGARDING THE ACCURACY OF THE DATA PROVIDED BY ANY OTHER DATA PROVIDER.

9. Governing Law; Dispute Resolution.

9.1 Governing Law; Forum. This Agreement will be governed by the laws of the state of Colorado, except with regard to matters which are within the exclusive jurisdiction of the state or federal regulatory agency. Those matters alone will be governed by the laws of the appropriate jurisdiction. 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 Qwest may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed. This provision is not intended to deprive a small claims court or state agency of lawful jurisdiction that would otherwise exist over a claim or controversy between the parties.

9.2 Waiver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to this Agreement on a class or consolidated basis or in a representative capacity.

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. Qwest's consent may only be given by its Legal Department. 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, provided that the disclosing party gives the non-disclosing party reasonable prior written notice. "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. Customer information contains names, addresses and telephone numbers of Customer's subscribers, including non-published and non-listed telephone service, and the parties understand and agree that there are certain duties and responsibilities imposed by this Agreement and by law or Tariff with regard to the use and distribution of such information

11. Notices. Unless otherwise provided herein, all required notices to Qwest must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax#: 888-778-0054; Attn.: Legal Dep't, and to Customer at its then current address as reflected in Qwest's records; 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 mailed 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.

12. General. Customer may not assign the Agreement or any of its rights or obligations under the Agreement without the prior written consent of Qwest, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances and Customer represents that it will not resell the Service. The Agreement is intended solely for Qwest 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. In the event of a conflict in any term or condition of any documents that govern the provision of the Service hereunder, the following order of precedence will apply in descending order of control: the Tariff, this Agreement, and Qwest records. 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 Qwest, 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.

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

Gallatin County


Authorized Signature


R Stephen White
Name Typed or Printed

Commission
Title

7/2/09
Date

Customer Address:
1705 Vaquero Pkwy
Bozeman, MT 59718

Qwest Corporation


Authorized Signature

Dennis Luttrell
Name Typed or Printed

Sales Manager
Title

6/17/2009
Date

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ATTACHMENT 1

PSAP INFORMATION: Gallatin County

SERVICE LOCATION: 1705 Vaquero Pkwy

BILLING NUMBER: 406 255-9720-419

The central offices and Customer PSAP locations included in this Attachment are as follows:

Central Offices:

<u>QWEST CENTRAL OFFICE</u>	<u>NXX</u>	<u>INDEPENDENT TELEPHONE COMPANY AND/OR CLEC CENTRAL OFFICES</u>	<u>NXX</u>
BZMNMTMADS0	406- 904,522,548, 556,582,585, 586,587,594	BGSYMTXCDS0	406-993/995
GLGTMTMARS1	406-763		
MNHTMTMARS1	406-284		
AMSTMTMARS1	406-282		
THFKMTMARS1	406-285		
BLGRMTMADS0	406-338		

Central Office Addresses:

PSAPs:

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ATTACHMENT 2

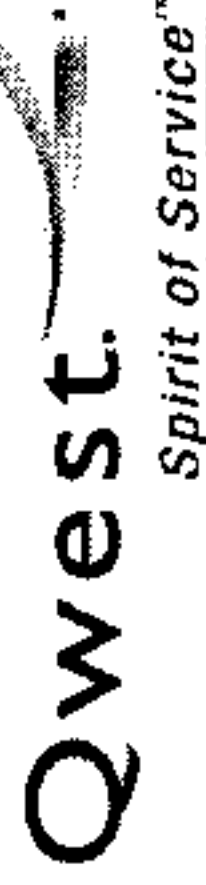
Charges for Service: See Attachment



Gallatin County E911
 1705 Vaquero Pkwy
 Bozeman, MT 59718
 PSAP Manager Ben Hess
 406 582-2085

Prepared by Pam Fitzpatrick

16-Jun-09



Budgetary Pricing

Non -
 Recurring
 Each
 Non -
 Recurring
 Total

Monthly
 Each
 Monthly Total

USOC
 Quantity
 %
 Service Description

	USOC	Quantity	%	Monthly Each	Monthly Total	Non - Recurring Each	Non - Recurring Total
Bozeman to Qwest Selective Router							
ES Trunks							
Channel Performance Voice	CE9DX	4	100%	\$ 7.85	\$ 31.40	\$0.00	\$0.00
NAC Voice	XCD2X	4	100%	\$ 6.60	\$ 26.40	\$0.00	\$0.00
ES -Fixed Data Mileage	XU9E6	4	100%	\$ 31.20	\$ 124.80	\$0.00	\$0.00
ES- Variable Mileage	XE9EF	492	100%	\$ 0.25	\$ 123.00	\$0.00	\$0.00
Control Office Trunk Term	SR61X	4	100%	\$ 7.09	\$ 28.36	\$0.00	\$0.00
ANI Per Trunk	D98	4	100%	\$ 6.60	\$ 26.40	\$0.00	\$0.00
Belgrade to Qwest Selective Router							
ES Trunks							
Channel Performance Voice	CE9DX	2	100%	\$ 7.85	\$ 15.70	\$0.00	\$0.00
NAC Voice	XCD2X	2	100%	\$ 6.60	\$ 13.20	\$0.00	\$0.00
ES -Fixed Data Mileage	XU9E6	2	100%	\$ 31.20	\$ 62.40	\$0.00	\$0.00
ES- Variable Mileage	XE9EF	258	100%	\$ 0.25	\$ 64.50	\$0.00	\$0.00
Control Office Trunk Term	SR61X	2	100%	\$ 7.09	\$ 14.18	\$0.00	\$0.00
ANI Per Trunk	D98	2	100%	\$ 6.60	\$ 13.20	\$0.00	\$0.00
Big Sky to Qwest Selective Router							
ES Trunks - 3 Rivers Coop							
Non Qwest CO							
Channel Performance Voice	CE9DX	2	100%	\$ 7.85	\$ 15.70	\$205.00	\$410.00
NAC Voice	XCD2X	2	100%	\$ 6.60	\$ 13.20	\$0.00	\$0.00
ES -Fixed Data Mileage	XU9E6	2	96%	\$ 31.20	\$ 59.90	\$0.00	\$0.00
ES- Variable Mileage	XE9EF	280	96%	\$ 0.25	\$ 67.20	\$0.00	\$0.00
Control Office Trunk Term	SR61X	2	100%	\$ 7.09	\$ 14.18	\$334.93	\$669.86
ALI DATA CIRCUIT - PER CIRCUIT							
ALI Circuit to Billings SR							
Channel Performance Data	CE9LX	2	100%	\$ 16.05	\$ 32.10	\$350.00	\$700.00
NAC Data	XCD4X	2	100%	\$ 13.15	\$ 26.30	\$0.00	\$0.00
Fixed Data Mileage	XU9E6	2	100%	\$ 31.20	\$ 62.40	\$0.00	\$0.00
Data Variable Mileage	XE9EF	246	100%	\$ 0.25	\$ 61.50	\$0.00	\$0.00
Independent Telco ALI							
Combined - Bresnan, IDT America							
Independent - Telco ALI per 1000	EJK	11	100%	\$ 34.94	\$ 384.34	\$0.00	\$0.00
One Eighty Communications							
3 Rivers, Vivid							
PSAP - EM Trunks							
PSAP							
EM Trunks							
(Selective Router to PSAP)							
123 Miles Per Trunk							
NAC Voice	XCD2X	6	100%	\$ 6.60	\$ 39.60	\$0.00	\$0.00
EM Trunk - Outgoing from PSAP to SR	SR6OX	6	100%	\$ 10.15	\$ 60.90	\$428.22	\$2,569.32
Channel Performance Voice	CE9DX	6	100%	\$ 7.85	\$ 47.10	\$205.00	\$1,230.00
Variable Trunk Mileage	XE9EF	738	100%	\$ 0.25	\$ 184.50	\$0.00	\$0.00
Fixed Trunk Mileage	XU9E6	6	100%	\$ 31.20	\$ 187.20	\$0.00	\$0.00
Qwest ALI Per 1000 Access Lines	ERI	32	100%	\$ 48.93	\$ 1,565.76	\$0.00	\$0.00

