

### QWEST ENHANCED 9-1-1 SERVICE AGREEMENT

This is an agreement between Tooele County ("Customer") and Qwest Corporation ("Qwest"), for the provision of Qwest Enhanced 911 (E911) Service ("Service") as defined herein ("Agreement").

#### 1. Scope.

1.1. Qwest shall provide and Customer shall pay for Service. Service to be provided under this Agreement is a telecommunications exchange service which 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 which 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 shall 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 shall 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. Qwest provides Service in accordance with the applicable Tariff, Price List, and/or Catalog ("Tariff") and shall be consistent with applicable state statutes, which govern Service in the State of Utah, and are incorporated herein by this reference. Any conflict between this Agreement and the Tariff will be resolved in favor of the Tariff.

1.4. Customer shall use the E911 database provided by Qwest only for answering and responding to E911 calls. Customer shall be responsible for ensuring that each PSAP shall 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. 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.

2. **Term.** This Agreement will commence on the latest signature date, provided mandatory filing requirements are met. This agreement will remain in effect for thirty-six months from the date Service is first provided to Customer.

#### 3. Charges and Billing.

3.1. Customer shall be billed the Tariff rates in effect for all Service monthly rate elements. These charges do not include applicable taxes and/or surcharges imposed by law. Qwest reserves the right to revise rates if a change in the statutes or administrative rules affects the cost of providing Service. Customer shall pay each bill in full by the payment due date on each bill. Where permitted by law, late payment charges shall be assessed according to Tariff, or law. The charges for Services under this Agreement, including any and all discounts to which Customer may be entitled, will be offered and charged to Customer independently from and regardless of the Customer's purchase of any customer premises equipment or enhanced services from Qwest.

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.** Either party may terminate this Agreement by providing the other party thirty (30) days written notice of termination.
5. **Personal Injury; Property Damage.** Each party will be responsible for any actual, physical damages it directly causes in the course of its performance under this Agreement, limited to damages resulting from personal injuries, death, or property damage arising from negligent acts or omissions; PROVIDED, HOWEVER, THAT NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT.
6. **Limitation of Liability.** QWEST WILL NOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT. EXCEPT AS PROVIDED IN THIS AGREEMENT, ANY QWEST LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND UNDER THIS AGREEMENT WILL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT. IN ADDITION TO THE LIMITATIONS STATED IN SECTIONS 1, 5, AND 7 HEREIN, QWEST SHALL NOT BE LIABLE FOR ANY DAMAGE THAT RESULTS FROM INFORMATION PROVIDED TO CUSTOMER BY ANY OTHER DATA PROVIDER(S).
7. **No Warranties.** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. 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.
8. **Uncontrollable Conditions.** Neither party will be deemed in violation of this Agreement if it is prevented from performing any of the obligations under this Agreement by reason of severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures; nuclear or other civil or military emergencies; acts of legislative, judicial, executive or administrative authorities; or any other circumstances which are not within its reasonable control.
9. **Lawfulness.** This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any agreement to that extent without further notice.
10. **Dispute Resolution.** Any dispute arising out of, or relating to, this Agreement shall be settled by arbitration to be conducted in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Comprehensive Arbitration Rules. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the dispute. The costs of the arbitration, including the arbitrator's fees, shall be shared equally by the parties; provided, however, that each party shall bear the cost of preparing and presenting its own claims and/or defenses (including its own attorneys fees). The arbitration will be held in Denver, Colorado. The arbitrator has no authority to award any indirect, incidental, special, reliance, punitive, or consequential damages, including damages for lost profits. The arbitrator's decision shall be final, binding, and enforceable in a court of competent jurisdiction. If either party fails to comply with the dispute resolution process set forth herein (including, without limitation, nonpayment of an arbitration award) and a party is required to enforce such compliance in court or elsewhere, then the non-complying party shall reimburse all of the costs and expenses incurred by the party seeking such enforcement (including reasonable attorneys fees).
11. **Publicity.** Neither party shall, without the prior written consent of the other, issue any press release or public announcement regarding this Agreement or any relation between Customer and Qwest or use the name, trademarks, or other proprietary identifying symbol of the other party or its affiliates. Such consent by Qwest may be given in writing by the Executive Vice President of Corporate Communications or his or her designee.
12. **Notices.** Except as otherwise provided herein, all required notices shall be in writing, sent to Qwest at 1801 California Street, Suite 900, Denver, Colorado 80202; Facsimile #: (303) 295-6973; Attention: Legal Department, and to Customer at Qwest's then current address of record for Customer; Attention: General Counsel or other person designated for notices. Except as otherwise noted herein, all notices will be considered given when either delivered: (a) in person to the recipient designated for notices or (b) via overnight courier mail or via registered, certified, prepaid U.S. Mail. Customer's current address, facsimile number and person designated for notices are: Regina Dekanich, 47 S. Main, Tooele, Utah 84074 FAX# 435-882-6417.

### 13. NON-APPROPRIATION

Customer intends to continue this Agreement for its entire term and to satisfy its obligations hereunder. For each succeeding fiscal period: 1) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; 2) Customer agrees to use all reasonable and lawful means to secure these appropriations; 3) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose.

In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by Qwest), Customer may terminate this Agreement by giving Qwest not less than thirty (30) days prior written notice. Upon termination Customer shall remit all amounts due and all costs reasonably incurred by Qwest through the date of termination and, to the extent of lawfully available funds, through the end of the then current fiscal period.

### 14. General Provisions.

14.1 This Agreement shall be governed by the laws of the state where Service is provided, without regard to its choice of law principles; provided however, that Service may also be subject to the Communications Act of 1934, as amended.

14.2 Neither party's failure to insist upon strict performance of any provision of this Agreement shall be construed as a waiver of any of its rights hereunder.

14.3 If any term of this Agreement is held to be unenforceable, the unenforceable term shall be construed as nearly as possible to reflect the original intent of the parties and the remaining terms shall remain in effect.

14.4 All terms of this Agreement which should by their nature survive the termination of this Agreement shall so survive.

14.5 Customer may not assign this Agreement or any of its rights or obligations hereunder 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.

14.6 This Agreement is intended solely for Qwest and its affiliates and Customer and it shall not benefit or be enforceable by any other person or entity.

14.7 Neither party shall, without the prior written consent of the other party, disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other party, during the Term of this Agreement and for one (1) year following the expiration or termination hereof. Such consent by Qwest may be given only by Qwest's Corporate Legal Department and any purported consent by any other person, including any Qwest sales or customer service representative, is void and of no effect. For purposes of this section, Confidential Information shall include, but not be limited to, the terms (including pricing) and existence of this Agreement; provided, however, either party may disclose the existence of this Agreement (but none of its terms) as may be reasonably necessary by such party in order to conduct its business. Each party will take reasonable precautions to protect the other party's Confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own confidential information. The receiving party may disclose Confidential Information if required by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the receiving party gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure.

14.8 This Agreement constitutes the entire agreement between Customer and Qwest with respect to the subject matter hereof, and supersedes all prior agreements or understandings, whether oral or written, relating to the subject matter hereof. Except for Service and Tariff modifications initiated by Qwest, all amendments to this Agreement shall be in writing and signed by the parties' authorized representatives. Qwest may act in reliance upon any instruction, instrument, or signature reasonably believed by Qwest to be genuine. Customer agrees that any employee of Customer who gives any written notice or other instruction in connection with this Agreement has the authority to do so.

The parties have read, understand and agree to all of the above terms and conditions of this Agreement and hereby execute and authorize this Agreement.

**Tooele County**

**Qwest Corporation**

*Dennis L. Rockwell*  
Authorized Signature

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Authorized Signature

Dennis L. Rockwell  
Name Typed or Printed

\_\_\_\_\_  
Name Typed or Printed

County Commissioner Chairman  
Title

\_\_\_\_\_  
Title

June 14, 2005  
Date

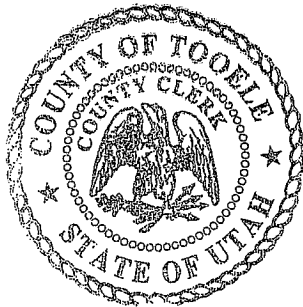
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Date

Address for Notices:

Address for Notices:

ATTEST:

*Marilyn K. Gillette*  
DENNIS D. EWING                      Marilyn K. Gillette  
TOOELE COUNTY CLERK              Chief Deputy Clerk



**ATTACHMENT 1**

**PSAP INFORMATION: Tooele County Sheriff**  
47 So. Main  
Tooele, Utah 84074

**SERVICE LOCATION: 47 So. Main**  
Tooele, Utah 84074

**BILLING NUMBER: 801-578-0087 247**

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</u>	<u>COMPANY AND/OR CLEC CENTRAL OFFICES</u>	<u>NXX</u>
Granstville	884			
Tooele	833			

**Central Office Addresses:**

92 Hale ST  
50 E. 1<sup>st</sup> North

**PSAPs:**

Tooele County Sheriff  
47 So. Main  
Tooele, Utah 84074

**ATTACHMENT 2**