

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
JUNE 7, 2022 AGENDA

Subject:	Type:	Submitted By:
PURCHASE & INSTALLATION OF NETWORKING EQUIPMENT AND APPROVAL OF BUSINESS SERVICE AGREEMENTS	◆ RESOLUTIONS (2) ORDINANCE RECEIVE/FILE	RYAN SOUTH INFORMATION TECHNOLOGY MANAGER

SYNOPSIS

Resolutions have been prepared to authorize the purchase of networking equipment from MNJ Technologies Direct, Inc and installation of cable from Tred-Mark Communications in an amount not to exceed \$14,084 and authorize the execution of service agreements with Cox Business for internet service.

FISCAL IMPACT

A Facebook Community Action grant will provide funding for this project. The monthly service agreement will be funded by the City.

RECOMMENDATION

Approval.

BACKGROUND

In October 2021, the Information Technology Department was awarded a Facebook Community Action grant for \$15,000 to fund IT Strategic Plan initiative – Upgrade, expand, and segregate the City public Wi-Fi network.

The City's current public Wi-Fi network uses the same access points, switches, and internet connection as the City's internal network. The network is protected by running the same devices, but on a separate virtual network. While this is a functional solution, it is not ideal, and it is necessary to complete a full separation of the two networks to enhance security. Separation of the public Wi-Fi entirely so that it runs on dedicated public Wi-Fi access points, switches, and internet will increase the protection of both the public and internal Wi-Fi, expand the current range of the wireless networks, and increase the bandwidth (speed) of the public Wi-Fi to provide a better experience for our residents and customers.

The grant will pay for the cost of the networking equipment and cable installation necessary to complete the segregation and expansion of the City's public Wi-Fi network.

Internet service agreements for City Hall, Public Works, and Police Station are necessary for the separation. The Information Technology budget will provide funding for the recurring monthly cost of Internet service to these locations.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF NETWORKING EQUIPMENT FROM MNJ TECHNOLOGIES DIRECT, INC. AND CABLE INSTALLATION BY TRED-MARK COMMUNICATIONS IN AN AMOUNT NOT TO EXCEED \$14,084.

WHEREAS, the City Council of the City of La Vista has determined that the purchase and installation of networking equipment is necessary; and

WHEREAS, a Facebook Community Action grant provides funding for the proposed purchase and installation, and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the city administrator secure Council approval prior to authorizing any purchase over \$5,000.00;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska, do hereby authorize the purchase of a networking equipment from MNJ Technologies Direct, Inc. and cable installation by Tred-Mark Communications in an amount not to exceed \$14,084.

PASSED AND APPROVED THIS 7TH DAY OF JUNE 2022.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Patricia G. Anderson
Deputy City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF BUSINESS SERVICE AGREEMENTS FOR CITY HALL, THE POLICE STATION AND PUBLIC WORKS WITH COX BUSINESS, OMAHA, NEBRASKA, TO PROVIDE INTERNET SERVICE.

WHEREAS, the Mayor and City Council have determined that business service agreements to allow the separation of city and public wi-fi is necessary; and

WHEREAS, the FY21/FY22 Biennial Budget provides funding for the proposed services.

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that business service agreements for City Hall, the Police Station and Public Works with Cox Business, Omaha Nebraska in a form satisfactory to the City Administrator to provide internet service, are hereby approved.

PASSED AND APPROVED THIS 7TH DAY OF JUNE 2022.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Patricia G. Anderson
Deputy City Clerk



MNJ Technologies Direct, Inc.
1025 Busch Pkwy
Buffalo Grove, IL 60089-4504
(847) 634-0700

QUOTE

Dear Ryan South,

Thank you for contacting MNJ Technologies and allowing us the opportunity to provide a best-in-class solution based on your technology needs. Please feel free to reach out with any questions you may have.

QUOTE DATE	QUOTE NO	PO	ORDERED BY	PRINTED ON	ORDER BALANCE
05/20/2022	0001420063		Ryan South	May 20, 2022 7:58 am	\$11,564.00

BILL TO: (5008361)	SHIP TO: (SARP)	ATTENTION TO:
CITY OF LA VISTA 8116 PARK VIEW BLVD Ryan South La Vista, NE 68128	SARPY COUNTY 1210 GOLDEN GATE DR, SUITE 1130 Papillion, NE 68046	NAME: Ryan South
CONFIRM TO:		PHONE: 4023314343
ATTN:		EMAIL: rsouth@cityoflavista.org
ACCOUNT MANAGER: Jimmy Lochner EMAIL: jlochner@mnjtech.com PHONE: (847) 876-8841	EXT: 8341	
DESCRIPTION:		

LN	PRODUCT	DESCRIPTION	QUANTITY	PRICE (\$)	AMOUNT (\$)
1	MNJ11157535	Meraki MX64W Cloud Managed Security Appliance with 802.11ac - 5 Port - 10/100/1000Base-T - Gigabit Ethernet - Wireless LAN IEEE 802.11ac - 25 VPN - 5 x RJ-45 - Desktop, Wall Mountable MFG PART NO: MX64W-HW	2	576.00	1,152.00
2	MNJ11157525	Meraki MX64W Enterprise License and Support, 5 Years - Meraki MX64W Cloud Managed Security Firewall Appliance - License 1 License - 5 Year License Validation Period MFG PART NO: LIC-MX64W-ENT-5YR	2	556.00	1,112.00
3	MNJ9714203	D-Link 28 Port PoE Gigabit Smart Switch Including 4 Combo SFP Ports MFG PART NO: DGS-1210-28P	1	402.00	402.00

LN	PRODUCT	DESCRIPTION	QUANTITY	PRICE (\$)	AMOUNT (\$)
4	MNJ8286817	D-Link DGS-1210-10P Web Smart Switch - 10 Ports - Manageable - 8 x 10/100/1000 PoE Ports + 2 x Gigabit SFP Ports MFG PART NO: DGS-1210-10P	6	164.00	984.00
5	MNJ645500	D-Link 1000Base GBIC - 1000Base-SX - 1000Base-SX MFG PART NO: DEM-311GT	6	21.00	126.00
6	MNJ14540964	Meraki MR36 802.11ax 1.70 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - Gigabit Ethernet - Desktop, Ceiling Mountable, Wall Mountable, Rail-mountable MFG PART NO: MR36-HW	11	454.00	4,994.00
7	MNJ10843621	Meraki MR Enterprise Cloud Controller License, 5 Years - Meraki MR Series Access Point - Subscription License - 5 Year License Validation Period MFG PART NO: LIC-ENT-5YR	11	254.00	2,794.00

SHIP VIA: FEDEX GROUND

TERMS: Net 30 Days

NEW REMIT ADDRESS:

MNJ Technologies Direct,
Inc.
PO Box : 771861
Chicago, IL 60677-1861
FEIN: 01-0560518

NET ORDER: \$11,564.00

ESTIMATED SALES TAX: \$0.00

SHIPPING CHARGES: \$0.00

TOTAL: \$11,564.00

ORDER BALANCE: \$11,564.00

Thanks for the opportunity. We appreciate all your business.



Your Total Communications Solution Provider
Wired or Wireless - Indoors or Out - In Ground or Above

10609 I STREET, OMAHA, NE 68127

5-13-2022

PROPOSAL – Data Cabling

PROJECT NAME: LaVista CH PD PW AP Cabling

LOCATION:

PREPARED BY: DAVID JOHNSON

BASE BID SCOPE OF WORK:

- > Install 3 data drops at City Hall for APs
- > Install 1, 24 port patch panel in City Hall
- > Install 1 data in Fire House for an AP
- > Install 3 data drops in Police Department for APs
- > Install 3 data drops in Public Works for APs
- > Install 1, 24 port patch panel in Public Works

LABOR AND MATERIALS: \$ 2,520.00

TAX: \$.00

GRAND TOTAL: \$ 2,520.00

NOTES & EXCLUSIONS FOR ALL SYSTEMS:

- > Sales tax is not included in this proposal.
- > Cable will follow existing pathways. New sleeves or core holes through brick walls not included.
- > This proposal is based on normal working hours (7:30-4:30PM).

TERMS AND CONDITIONS:

ACCEPTANCE OF ORDER; TERMINATION - Tred-Mark Communications may obtain credit information prior to acceptance of this agreement. If Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.

PAYMENT TERMS - All invoices are due Net 30. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Additionally, Tred-Mark Communications reserves the right to progress bill the ongoing job. Standard payment terms apply.

RETURN OF GOODS - Credit will be allowed for goods returned with prior approval. There will be a 15% restocking fee on all returned merchandise. Special order items will not be returned.

Tred-Mark Communications

10609 I Street, Ste. 106, Omaha, NE 68127

David Johnson | david.johnson@tred-mark.com

C: 402-306-7025 | O: 402-597-3333 x117 | F: 402-597-3577

TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption certificate.

DELAY IN DELIVERY - Seller is not to be accountable for delays in delivery occasioned by acts of God or other circumstances over which Seller has no direct control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Seller be liable for any consequential or special damages arising from any delay in delivery.

WARRANTIES - Seller warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties made to Seller by the manufacturer of the goods.

LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Seller, a copy of which will be furnished upon written request. Furthermore, Seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price; all at Seller's option, and in no case shall Seller be liable for incidental or consequential damage. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

WAIVER - The failure of Seller to insist upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract.

MODIFICATION OF TERMS AND CONDITIONS - No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms or conditions, shall be binding on Seller without the Seller's written consent.

ELECTRICAL - Seller is not responsible for any electrical requirements for installed equipment.

COVID-19 - This Tred-Mark Communications (T-M) proposal is subject to a Force Majeure clause for a pandemic (e.g. Covid-19) as declared by the World Health Organization ("WHO") and the corresponding governmental orders and/or regulations. This clause applies as it relates to T-M's inability to perform its contract obligations based on the unforeseeable events that may have a future impact on our labor force, the timely delivery of materials, and the escalation of the cost of said materials. T-M will keep you apprised if this situation develops and all parties to this proposal will be contacted. T-M does welcome the opportunity to work together to develop risk avoidance and mitigation strategies with you and all other parties involved (e.g. Owner, General Contractor, Architects, Engineers, etc.).

THE ABOVE PROPOSAL ACCEPTED AND ACKNOWLEDGED BELOW:

AUTHORIZING PRINCIPLE - _____

PRINT NAME - _____ DATE - _____

PO# - _____



Commercial Services Agreement

5/12/2022

Cox Account Rep:	Mike Fry	Cox System Address
Phone Number:		11505 W Dodge Rd Omaha, NE 68154
Fax Number:		

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	City of La Vista-Public Works	Full Name:	Ryan South
Street Address:	9900 Portal Rd	Billing Telephone:	(402) 331-4343
City/State/Zip:	La Vista, NE 68128	Fax:	
Billing Address:	8116 Park View Rd	Contact Number:	(402) 331-4343
City/State/Zip:	La Vista, NE 68128	Email:	rsouth@cityoflavista.org
Cox Account #:			

Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
CBI 100 - 100Mbps x 20Mbps includes Cox WiFi 10 Free Access Accounts and 25 Free PC Security Suites	0	1	\$89.00	36	\$89.00	\$0.00
Static IP Address	0	1	\$10.00	36	\$10.00	\$0.00
Customer Provided Modem	0	1	\$0.00	36	\$0.00	\$0.00
Install Fees						
Cox Business Internet Install	0	1	\$0.00	0	\$0.00	\$0.00

Totals:	\$99.00	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit http://www.coxbusiness.com/taxesandfees for more information		

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change from time to time. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	Cox Communications Omaha, LLC; Cox Nebraska Telcom, LLC Signature
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

EXHIBIT A

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for 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 this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. **AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM.** "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, Cox may change the rates for video Services periodically during the Term. 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 rates and promotional discounts provided to Customer 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.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) 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. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCS"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide related facilities and equipment, the ownership

of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. **BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.**

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

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

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



Commercial Services Agreement

5/12/2022

Cox Account Rep:	Mike Fry	Cox System Address
Phone Number:		11505 W Dodge Rd Omaha, NE 68154
Fax Number:		

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	City of La Vista City Hall	Full Name:	Ryan South
Street Address:	8116 Park View Blvd	Billing Telephone:	(402) 331-4343
City/State/Zip:	La Vista, NE 68128	Fax:	
Billing Address:	8116 Park View Blvd	Contact Number:	(402) 331-4343
City/State/Zip:	La Vista, 68128 NE	Email:	rsouth@cityoflavista.org
Cox Account #:			

Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
CBI 100 - 100Mbps x 20Mbps includes Cox WiFi 10 Free Access Accounts and 25 Free PC Security Suites	0	1	\$89.00	36	\$89.00	\$0.00
Static IP Address	0	1	\$10.00	36	\$10.00	\$0.00
Customer Provided Modem	0	1	\$0.00	36	\$0.00	\$0.00
Install Fees						
Cox Business Internet Install	0	1	\$0.00	0	\$0.00	\$0.00

Totals:	\$99.00	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit http://www.coxbusiness.com/taxesandfees for more information		

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change from time to time. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	Cox Communications Omaha, LLC; Cox Nebraska Telcom, LLC Signature
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

EXHIBIT A

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3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) 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. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide related facilities and equipment, the ownership

of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. **BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.**

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

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

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



Commercial Services Agreement

5/12/2022

Cox Account Rep:	Mike Fry	Cox System Address
Phone Number:		11505 W Dodge Rd Omaha, NE 68154
Fax Number:		

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	City of La Vista-Police Dept	Full Name:	Ryan South
Street Address:	7701 S 96th St	Billing Telephone:	(402) 331-4343
City/State/Zip:	La Vista, NE 68128	Fax:	
Billing Address:	8116 Park View Rd	Contact Number:	(402) 331-4343
City/State/Zip:	La Vista, NE 68128	Email:	rsouth@cityoflavista.org
Cox Account #:			

Service Description	From QTY	To QTY	Unit Price	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
CBI 100 - 100Mbps x 20Mbps includes Cox WiFi 10 Free Access Accounts and 25 Free PC Security Suites	0	1	\$89.00	36	\$89.00	\$0.00
Customer Provided Modem	0	1	\$0.00	36	\$0.00	\$0.00
Static IP Address	0	1	\$10.00	36	\$10.00	\$0.00
Install Fees						
Cox Business Internet Install	0	1	\$0.00	0	\$0.00	\$0.00

Totals:	\$99.00	\$0.00
The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit http://www.coxbusiness.com/taxesandfees for more information		

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change from time to time. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	Cox Communications Omaha, LLC; Cox Nebraska Telcom, LLC Signature
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

EXHIBIT A

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>

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