

2014-273  
14/000906

**BOARD OF COUNTY COMMISSIONERS**  
**SARPY COUNTY, NEBRASKA**  
**RESOLUTION AUTHORIZING NON-DISCLOSURE AGREEMENT WITH ALCATEL-  
LUCENT USA, INC.**

WHEREAS, pursuant to Neb. Rev. Stat. §23-104(6) (Reissue 2012), 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,

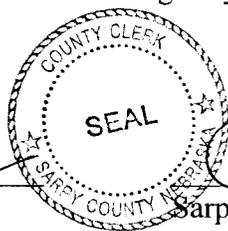
WHEREAS, pursuant to Neb. Rev. Stat. §23-103 (Reissue 2012), the powers of the County as a body are exercised by the County Board; and,

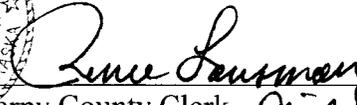
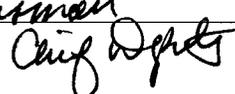
WHEREAS, Sarpy County has engaged Alcatel-Lucent USA Inc. (hereinafter Alcatel-Lucent) to provide certain products and services for the emergency communications functions of Sarpy County, and Alcatel-Lucent wishes to protect certain proprietary information from public disclosure, and has proposed a Non-Disclosure Agreement to that effect.

NOW, THEREFORE, BE IT RESOLVED BY THE SARPY COUNTY BOARD OF COMMISSIONERS that the Non-Disclosure Agreement with Alcatel-Lucent USA Inc. is hereby approved.

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 24<sup>th</sup> day of June, 2014.

  
Chairman, Sarpy County Board



  
Sarpy County Clerk 



**SARPY COUNTY 911 CENTER**  
1210 Golden Gate Drive  
Papillion, NE 68046

**Marilyn Gable**  
Acting Director  
Phone: 402-593-4397  
Fax: 402-593-2319

June 19, 2014

Commissioners:

We are currently working on a regional multi node VIPER project that includes Sarpy, Douglas, Washington, and Pottawattamie (IA) counties. The goal of this project is to eliminate the Sarpy 911 telephone switch (VIPER) and its corresponding hardware maintenance agreement so that we may share those costs with these agencies. By consolidating this technology with our neighbors, we will benefit from increased redundancy of the delivery of 911 calls to Sarpy's 911 Center and provide necessary connectivity for Sarpy at the backup facility at 1819 Farnam.

One key component of this project is the purchase and installation of a router from Alcatel-Lucent Company. This router will allow Sarpy County to place a server for VIPER at the backup center with connectivity to the primary server at the Sarpy County Courthouse. It will also allow Sarpy County to add radio consoles at the backup center since Sarpy County is not on the ORION regional radio system. The router may also be needed to provide connectivity from the backup center for other resources such as Codespear (our notification system) and any administrative network devices for Sarpy.

75% of costs necessary for equipment to complete this project in its entirety should be eligible to be covered by funds set aside in the wireless sinking fund provided by the Public Service Commission. Costs associated with this project have been included in the FY 2015 budget.

The goal is to have the backup center fully operational by late summer. The dispatch staff will be trained on evacuation procedures to the backup facility at 1819 Farnam, and then each shift will work at the backup facility periodically to become familiar with the plan and equipment.

If you have any questions, please feel free to contact me.

Respectfully,

  
Marilyn Gable

## NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the "Agreement") is by and between Alcatel-Lucent USA Inc. ("Alcatel-Lucent"), with a principal place of business at 600 Mountain Avenue, Murray Hill, NJ 07974 and Sarpy County 911 ("Company"), with a principal place of business at 1210 Golden Gate Drive Papillion, NE 68046.

The Effective Date of this Agreement is June 6, 2014.

Alcatel-Lucent and Company agree as follows:

1. Confidential Information. Alcatel-Lucent and Company anticipate exchanging, at their sole discretion, certain information, which may include, but not be limited to the following:
  - 1.1. Alcatel-Lucent: Specifications, designs, plans, drawings, software, data, prototypes, or other business and/or technical information disclosed hereunder (and all copies thereof made pursuant to Section 7) related to Alcatel-Lucent's voice and data communications systems products and related software and services.
  - 1.2. Company: plans, business models, network specifications and expansion plans.
  - 1.3. (1.1 and 1.2 collectively the "Information") only for the purpose: entering into discussions relative to Alcatel-Lucent's products, software, and services which could potentially lead to a business relationship between the Parties (the "Purpose").
  - 1.4. Information includes: (a) any non-public information disclosed by either party (the "Discloser") to the other party (the "Recipient") in any form, including written, electronic, photographic or other tangible form, or information provided orally or visually, (b) notes and other records made about such information, (c) all copies of any of such information, notes or other records and (d) the existence of this Agreement. This Agreement applies to Information only (1) in tangible form, if clearly marked as proprietary when disclosed or (2) in intangible form, if its proprietary nature is first announced and then reduced to writing and furnished to the receiving party within 30 days of the initial disclosure in which case the Information contained in such summary (not information contained solely in the intangible disclosure) will be subject to the restrictions herein. Information made available hereunder may include information of third parties, such as affiliates or suppliers, and the source of such Information does not affect its treatment hereunder.
2. Termination. This Agreement terminates upon the earlier of two (2) years from the Effective Date or when terminated by either party upon not less than two (2) weeks prior written notice, but Recipient's obligations with respect to the Information will survive for a further five (5) year period after termination of this Agreement.
3. Restrictions on Disclosure and Use. Discloser grants Recipient the right to use the Information solely for the Purpose. Recipient shall hold the Information in confidence and shall not disclose it to any third party, except as expressly provided herein. Recipient may disclose the Information to its employees having both a need to know to accomplish the Purpose and an obligation to protect information as required by this Agreement. In addition, Recipient may disclose Information to Recipient's affiliates, subcontractors and agents who, in each case, have a need to know to accomplish the Purpose, have agreed in writing to maintain the confidentiality of the information and are not employees of any competitor of Discloser. Recipient warrants, and is liable for, such affiliate's, subcontractor's and agent's compliance with the terms of this Agreement. In no event shall Recipient, its affiliates, subcontractors or agents convert the Information from Discloser to any use other than the Purpose. An individual who has seen Information under this Agreement will not be precluded from working on projects for Recipient which relate to similar subject matters, provided that the individual does not use or make reference to the Information.
4. Care. Recipient shall use the same or greater degree of care in safeguarding the Information as it uses for its own Information of like importance, but no less than reasonable care. Upon Recipient's discovery of any disclosure or misuse of the Information, Recipient shall notify Discloser and shall act to prevent any further disclosure or misuse, including enforcing obligations of parties to whom it has disclosed Information of Discloser.
5. Exceptions. Recipient's obligation of confidentiality and restrictions on use do not apply to Information if, and then only to the extent that, it is: (a) known to Recipient before receipt from Discloser; (b) generally available to the public (or becomes so) without the fault or negligence of Recipient; (c) rightfully received by Recipient from a third party

## NON-DISCLOSURE AGREEMENT

without a duty of confidentiality; or (d) independently developed by Recipient or its affiliates without any use of Discloser's Information.

6. Required Disclosures. Recipient may disclose the Information as required by law provided, however, that Recipient shall (a) where permitted by law, give Discloser prompt written notice of a disclosure requirement and before the disclosure is made, (b) take reasonable actions and provide reasonable assistance to Discloser to secure confidential treatment of the Information at the cost of Recipient, and (c) disclose only such Information as is required by law.
7. Copies. Recipient shall make only such copies of the Information as are necessary to accomplish the Purpose. Any such copies shall reproduce all markings included therein.
8. Return. Recipient shall promptly return or destroy (at Discloser's option) all copies and excerpts of the Information to Discloser upon termination of this Agreement or when requested to do so by Discloser. If Discloser request Recipient to destroy such items, Recipient shall deliver a written representation to such effect.
9. Rights Not Granted. All Information, including all intellectual property rights therein, shall remain the property of Discloser. Other than the limited rights to use and copy the Information to accomplish the Purpose as provided herein, Discloser does not grant any rights, title or interest, explicitly or implicitly, under any patent, copyright, mask work protection right, trade secret or any other intellectual property right.
10. Right to Disclose. Discloser warrants that it has the right to make the disclosures under this Agreement. **The limited warranty in the preceding sentence is the sole and exclusive warranty, and Discloser expressly disclaims any representations, warranties or conditions, express or implied, including but not limited to those of merchantability, fitness for any particular purpose or non-infringement.**
11. Export. The Parties acknowledge that Information provided under this Agreement may be subject to the export laws and regulations of the United States and/or other countries (collectively, "Export Laws"). Recipient agrees that it will not use, distribute, export, re-export, transfer, or transmit the Information (even if incorporated into other items) in violation of the Export Laws. If requested by Discloser, Recipient also agrees to sign written assurances and other export-related documents as may be required for Discloser to comply with the Export Laws. The obligations set forth in this paragraph survive the expiration, cancellation or termination of this Agreement or any other related agreement.
12. Entire Agreement. This Agreement is the entire agreement between the parties as to the subject matter hereof and supersedes all prior negotiations and agreements, oral and written, as to its subject matter. It may be modified only by written agreement of the parties.
13. Governing Law. The laws of the State of Nebraska (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement including its interpretation, construction, performance and enforcement.
14. Assignment. Neither party may assign any of its rights, or delegate any of its obligations, under this Agreement, without the prior written consent of the other party. Any purported assignment of rights or delegation of obligations in violation of this Section is void.
15. Miscellaneous. Neither party has an obligation under this Agreement to purchase any product or service from the other party, or engage in any other transaction with the other party. Nothing in this Agreement shall limit the right of Discloser to offer its products or services for sale to any third party or modify or discontinue them at any time. The parties do not intend that any agency or partnership relationship be created between them by this Agreement. A copy or facsimile of this Agreement signed by an authorized representative of either party shall have the same force and effect as an original.

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**NON-DISCLOSURE AGREEMENT**

The parties hereby execute this Agreement as of the Effective Date.

**Sarpy County**

By: \_\_\_\_\_ *Jim Thompson* 6/24/14

Name (print): Jim Thompson

Title (print): Chairman, Sarpy County Board

**Alcatel-Lucent USA Inc.**

By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title (print): \_\_\_\_\_

**NON-DISCLOSURE AGREEMENT**

The parties hereby execute this Agreement as of the Effective Date.

**Sarpy County 911**

By: \_\_\_\_\_

Name (print): \_\_\_\_\_

Title (print): \_\_\_\_\_

**Alcatel-Lucent USA Inc.**

By: Patricia Dowd

Name (print): Patricia Dowd

Title (print): Senior Contract Manager

**Alcatel-Lucent USA Inc.  
TEMPORARY DELEGATION OF AUTHORITY FORM**

**DELEGATED TO:**

**NAME: Pat Dowd**  
**TITLE: Senior Contract Manager**  
**ORG: Contract Management**  
**TEL NO: 630.427.7690**

**DELEGATION VALIDITY PERIOD:**

**FROM: January 1, 2014      TO: December 31, 2014**

**REASON FOR DELEGATION:**

**AUTHORITY BEING DELEGATED: Signature authority to sign on behalf of Alcatel-Lucent USA Inc.**

**LIMITATIONS (if applicable): Limited to commercial sales contracts and Broadband stimulus and/or RUS forms.**

**DELEGATED BY:**

**NAME: Vernon Terrell**  
**TITLE: Senior Director**  
**ORG: Contract Management**  
**TEL NO: 770.750.2300**

**SIGNED:**



**DATE: January 7, 2014**

(Copy to be attached to each document signed under this delegation)