

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/30/2014

Contract/Lease Control #: C15-2219-WS

Bid #:

Contract/Lease Type: CONTRACT

Award To/Lessee: SPRINT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/15/2014

Term: 10/14/2017

Description of Contract/Lease: SERVICE AGREEMENT

Department: WS

Department Monitor: LITRELL

Monitor's Telephone #: 850-651-7171

Monitor's FAX # or E-mail: JLITRELL@CO.OKALOOSA.FL.US

Closed: _____

cc: Finance Department Contracts & Grants Office



CERTIFICATE OF LIABILITY INSURANCE

5/1/2022

DATE (MM/DD/YYYY)

5/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED 1358772 T-Mobile US, Inc. Its Subsidiaries and Affiliates, including Sprint Corporation 12920 SE 38th Street Bellevue WA 98006	INSURER A: Continental Casualty Company NAIC # 20443	
	INSURER B: The Continental Insurance Company NAIC # 35289	
	INSURER C: Transportation Insurance Company NAIC # 20494	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES TMOBI **CERTIFICATE NUMBER:** 17584399 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	7012343900	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 20,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	7012343878	5/1/2021	5/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B B B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	CUE 7014886953 SIR applies per policy terms & conditions	5/1/2021	5/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7012343895 (AOS) 7012343881 (CA) 7012447142 (AZ,MA,OR,WI)	5/1/2021 5/1/2021 5/1/2021	5/1/2022 5/1/2022 5/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder and other entities defined by written contract, statute, permit application or written agreement are insured on a non-contributory basis under general liability and are additional insured under automobile liability and are additional insured under general liability and automobile liability as required by written contract. **Sec

CONTRACT#: C15-2219-WS
SPRINT
SERVICE AGREEMENT
EXPIRES: INDEFINITE

CERTIFICATE HOLDER

17584399
Okaloosa County Board of County Commissioners
5479A Old Bethel Road
Crestview FL 32536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

4/1/2021

DATE (MM/DD/YYYY)
3/23/2020

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PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C. No., Ext):	FAX (A/C. No.):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 14966 NEXTEL PARTNERS, INC. 6480 SPRINT PARKWAY OVERLAND PARK, KS 66251	INSURER A: Continental Casualty Company	20443
	INSURER B: American Casualty Company of Reading, PA	20427
	INSURER C: Transportation Insurance Company	20494
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES SPRCO03 CERTIFICATE NUMBER: 2606514 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB. <input checked="" type="checkbox"/> *TENANTS LEGAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	N	N	GL5082521363	4/1/2020	4/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BUA5082521329	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Garagekeepers \$ Included EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
C B C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC5082521282(RETRO) WC5082521296(DEDUCTIBLE) WC5082521279 (CA) GAP5082521315 (STOP GAP)	4/1/2020 4/1/2020 4/1/2020 4/1/2020	4/1/2021 4/1/2021 4/1/2021 4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 *FIRE DAMAGE IS INCLUDED IN BROADER TENANT'S LEGAL LIABILITY FORM WITH LIMITS OF \$1,000,000 PER OCCURRENCE. RE: SITE NO.FL278P, SHALIMAR IS AN ADDITIONAL INSURED AS REQUIRED BY CONTRACT AND SUBJECT TO POLICY TERMS AND CONITIONS.

Site ID: FL278P

C15-2219-WS

CERTIFICATE HOLDER

CANCELLATION See Attachments

Okaloosa County BOCC

2606514

OSKALOOSA COUNTY
602- C NORTH PEARL
CRESTVIEW FL 32536

APR 06 2020

Received by
Risk Management

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL WRITTEN NOTICE IN ACCORDANCE WITH THE POLICY PROVISIONS TO THE CERTIFICATE HOLDER NAMED WITHIN THE STATED TIME FRAMES OF 30 DAYS, EXCEPT FOR REASON OF NON-PAYMENT OF PREMIUM AT 10 DAYS. FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04-19-2018

Contract/Lease Control #: C15-2219-WS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: SPRINT

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/15/2014

Expiration Date: INDEFINITE

Description of Contract/Lease: SERVICE AGREEMENT

Department: WS

Department Monitor: LITRELL

Monitor's Telephone #: 850-651-7171

Monitor's FAX # or E-mail: JLITRELL@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

C-15-2219-WS



CERTIFICATE OF LIABILITY INSURANCE

4/1/2020

DATE (MM/DD/YYYY)
3/26/2019

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	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Continental Casualty Company	NAIC # 20443
	INSURER B: American Casualty Company of Reading, PA	20427
	INSURER C: Transportation Insurance Company	20494
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
14966 NEXTEL PARTNERS, INC.
6480 SPRINT PARKWAY
OVERLAND PARK, KS 66251

COVERAGES SPRC003 CERTIFICATE NUMBER: 2606514 REVISION NUMBER: XXXXXXXX

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Site ID: FL278P

CERTIFICATE HOLDER

2606514
OSKALOOSA COUNTY
602- C NORTH PEARL
CRESTVIEW FL 32536

CONTRACT#: C15-2219-WS
SPRINT
MASTER SERVICE AGREEMENT
EXPIRES: INDEFINITE

IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C15-2219-WS Tracking Number: 2962-18
Procurement/Contractor/Lessee Name: Sprint Grant Funded: YES ___ NO X
Purpose: Master Service Agreement
Date/Term: indefinite 1. GREATER THAN \$100,000
Amount: _____ 2. GREATER THAN \$50,000
Department: WS 3. \$50,000 OR LESS
Dept. Monitor Name: Citwell

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 3-22-18
Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)

Approved as written: NO federal requirements Date: _____
Grants Coordinator Renee Biby

Risk Management Review

Approved as written:
Krystal King Date: 3-26-18
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached Date: 4-19-18
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:

Finance Manager or designee Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Thursday, April 19, 2018 10:05 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Okaloosa Water H1 927995402 New Line Item for Budgetary Quote Cox 5M DIA

This is approved for legal purposes.

Please see my email below regarding the posting of the contract.

From: DeRita Mason [mailto:dmason@myokaloosa.com]
Sent: Thursday, April 19, 2018 10:44 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: RE: Okaloosa Water H1 927995402 New Line Item for Budgetary Quote Cox 5M DIA

Kerry,

Sprint made the name change as you requested. Can you please provide an email that states this is legally sufficient.

Thanks,

DeRita

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Wednesday, April 04, 2018 4:19 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: RE: Okaloosa Water H1 927995402 New Line Item for Budgetary Quote Cox 5M DIA

No, just make sure the proper party is named.

From: DeRita Mason [mailto:dmason@myokaloosa.com]
Sent: Wednesday, April 04, 2018 5:05 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: RE: Okaloosa Water H1 927995402 New Line Item for Budgetary Quote Cox 5M DIA

Should I forward it back to you when they make the change for final review?

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Wednesday, April 04, 2018 3:05 PM
To: DeRita Mason <dmason@myokaloosa.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: RE: Okaloosa Water H1 927995402 New Line Item for Budgetary Quote Cox 5M DIA

DeRita:

Contract # C15-2219-WS
SPRINT
MASTER SERVICE AGREEMENT
EXPIRES: INDEFINITE

No.: BSG1705-0570
Date: 04/06/2018

GOVERNMENT MASTER SERVICES AGREEMENT

Customer Name: **OKALOOSA COUNTY WATER AND SEWER DEPARTMENT**
Address: 1804 Lewis Turner Blvd, Suite 300
Fort Walton Beach, FL 32547

This Government Master Services Agreement is entered into between **SPRINT SOLUTIONS, INC.**, as contracting agent on behalf of the applicable Sprint affiliated entities providing the Products and Services ("**Sprint**") and **OKALOOSA COUNTY WATER AND SEWER DEPARTMENT** ("**Customer**"), and contains general provisions that apply to Customer's purchase and use of all Products and Services. "**Agreement**" refers to this Government Master Services Agreement and all attachments, documents incorporated by reference, and related Order(s).

1. GENERAL.

1.1. Eligibility. The terms and conditions of this Agreement are customized for federal, state, and local government entities and agencies. Sprint defines "government entities and agencies" as those entities that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges. Sprint recognizes that under certain circumstances, non-governmental entities may be permitted to purchase Products and Services under this Agreement. For non-governmental entities, Sprint may limit the applicability of any contractual provisions specifically based on governmental rights and privileges.

1.2. Order of Precedence. Customer's solicitation for proposals and Sprint's response (if any) are incorporated into the Agreement by this reference. If a conflict exists among provisions within the Agreement that form the Agreement, the following order of precedence will apply: (a) this Agreement, including all relevant attachments; (b) posted or referenced terms; (c) Sprint's response to Customer's request for proposal or similar solicitation (if any); and (d) Customer's solicitation (if any). Furthermore, specific terms will control over general provisions and negotiated, added, or attached terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing, to the extent permitted by law.

2. TERM. This Agreement begins on the Effective Date and the terms and conditions set forth in this Agreement will remain in effect for as long as Sprint provides Products and Services to Customer ("**Term**"). The terms and conditions set forth in an attachment to this Agreement will remain in effect for as long as Sprint provides the applicable Products and Services described in the attachment; provided that the pricing and discounts set forth in an attachment may be subject to an expiration date as stated in the attachment.

3. ATTACHMENTS. The following attachments are incorporated into this Agreement:

Attachment A: Interexchange (Long Distance Services) Pricing & Policies

4. RATES AND CHARGES

4.1. Pricing. If Customer purchases a Product or Service that is not priced in this Agreement, Customer's pricing will be based on Sprint's then-current list price at the time of purchase. Unless expressly stated otherwise, the pricing terms in an attachment may not be available if an indirect sales agent is involved in the transaction.

4.2. Rate Adjustments. Sprint may impose on Customer additional regulatory fees; administrative charges; and charges, fees or surcharges for the costs Sprint incurs in complying with governmental programs. These fees, charges or surcharges may include state and federal Carrier Universal Service Charges ("**CUSC**"), Compensation to Payphone Providers, Telephone Relay Service, or Gross Receipts surcharges, and the amounts may vary. If the Federal Communications Commission ("**FCC**") requires that Sprint contribute to the Universal Service Fund ("**USF**") based on Services that Sprint in good faith has treated as exempt, Sprint will bill Customer the CUSC for such Services beginning on the date the FCC establishes such Services became subject to USF contributions.

4.3. Taxes. Sprint's rates and charges for Products and Services do not include taxes, nor do the rates and charges contemplate that taxes will be deducted or withheld by Customer from the payments Customer makes to Sprint. Customer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state or national taxes or charges imposed on, or based upon, the provision, sale or use of Products or Services. Customer will not deduct any withholding taxes (or taxes deducted at the source) from any invoiced amounts. Customer will pay Sprint as if no withholding taxes were applied, and will additionally pay any withholding taxes to the relevant authorities in accordance with applicable law. To the extent Customer deducts withholding taxes from any invoiced amount, Customer agrees to indemnify Sprint in the amount of Customer's deduction of such withholding taxes. Customer will not be responsible for payment of Sprint's direct income taxes, employment taxes, and any other tax to the extent that Customer demonstrates a legitimate exemption under applicable law. Additional information on the taxes, fees, charges, and surcharges collected by Sprint is posted on the Rates and Conditions Website.

5. ORDERS, BILLING AND PAYMENT

5.1. Orders. Customer is responsible for all Orders issued under this Agreement, including Orders placed by Customer's Affiliates that have not entered into an Affiliate Enrollment Agreement with Sprint. Sprint may accept an Order by (A) signing and

returning a copy of the Order to Customer; (B) delivering any of the Products or Services ordered; (C) informing Customer of the commencement of performance; or (D) returning an acknowledgment of the Order to Customer. The terms and conditions in any Customer-generated Order template will have no force or effect other than to denote quantity, the Products or Services purchased or leased, delivery destinations, requested delivery dates and any other information required by this Agreement. Customer may cancel an Order at any time before Sprint ships the Order or begins performance, but Customer will pay any actual costs incurred by Sprint due to Customer's cancellation. Sprint may reject or cancel an Order for any reason. Sprint will notify Customer of rejected or canceled Orders.

- 5.2. **Billing.** In general, for recurring Services, Sprint bills fixed Service charges in advance and usage-based charges in arrears. Depending on the Product or Service ordered, Sprint may begin billing Customer on the date the Products or Services are made available to Customer, or on the delivery date specified in the Order. If Sprint cannot make available a Product or Service due to a Customer-caused delay, Sprint may bill Customer as of the delivery date specified in the Order or, if no date is specified, any time 30 days or more after Sprint receives the Order. **Unless otherwise agreed by the parties in writing, Sprint will bill Customer electronically and will notify Customer via email when the bill is available for viewing.**
- 5.3. **Payment Terms.** For the Products and Services acquired under this Agreement, Sprint will bill Customer, and Customer will pay Sprint, in United States dollars (USD). Payment terms are net 30 days from the bill date ("Due Date"). Except as provided in the Disputed Charges section below, if Customer fails to pay all amounts due by the Due Date, then Sprint reserves the right to charge a late fee (up to the maximum allowed by law). Customer may not offset credits owed to Customer on one account against payments due on the same or another account. Sprint's acceptance of late or partial payments is not a waiver of its right to collect the full amount due. Customer's payment obligations include late charges and third party collection costs incurred by Sprint to collect past due amounts, including reasonable attorneys' fees. Customer agrees to remit payments using cash, check, or electronic fund transfer. Customer must contact its assigned Sprint representative to use an alternative form of payment.
- 5.4. **Disputed Charges.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer (A) pays all undisputed charges on or prior to the Due Date; and (B) within 30 days of the Due Date, provides Sprint with a written explanation of Customer's reasons for disputing the charge. Customer must cooperate with Sprint to resolve promptly any disputed charge. If Sprint determines, in good faith, that the disputed charge is valid, Sprint will notify Customer and, within five business days of receiving notice, Customer must pay the charge or invoke the negotiation process outlined in the Dispute Resolution section below. If Sprint determines, in good faith, that the disputed charge is invalid, Sprint will credit Customer for the invalid charge.
- 5.5. **Payment History.** Sprint's provision of Products and Services is subject to Sprint's credit approval of Customer. If (A) Customer is a sole proprietor, or (B) Customer's signatory to this Agreement is an individual who owns directly or indirectly more than 50% of the total voting securities or other similar voting rights of Customer ("Customer's Principal"), then Sprint may obtain both Customer's business credit report and personal consumer credit reports for Customer and Customer's Principal, as applicable. Customer's Principal agrees that Sprint may provide information from his or her personal consumer credit report to Customer. If Customer's or Customer's Principal's financial circumstance or payment history is or becomes reasonably unacceptable to Sprint, then Sprint may require adequate assurance of future payment as a condition of providing Products and Services to Customer. Sprint may provide Customer's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.
6. **WARRANTIES.** EXCEPT AS AND ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THIS AGREEMENT OR THE APPLICABLE SERVICE LEVEL AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS." SPRINT DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES, OR SOFTWARE.
7. **EQUIPMENT AND SOFTWARE**
- 7.1. **Non-Sprint Equipment or Software.** Customer is responsible for curing any impairment to Product or Service quality that is caused by equipment or software not provided by Sprint. Customer will continue to pay Sprint for Products and Services during such impairment.
- 7.2. **Software License.** Customer is granted a non-exclusive and non-transferable license or sublicense to use software provided with a Product or Service, in accordance with the applicable software licensing terms. No rights are granted to source code. Customer cannot use any software on behalf of third parties or for time share or service bureau activities and cannot reverse engineer, decompile, modify, or enhance any software. Sprint may block or terminate Customer's use of any software if Customer fails to comply with applicable licensing terms.
8. **USE OF PRODUCTS AND SERVICES**
- 8.1. **Acceptable Use Policy.** If Customer uses Products or Services, Customer must conform to the acceptable use policy posted at <http://www.sprint.com/legal/agreement.html>, as reasonably amended from time to time by Sprint. Customer will prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.

- 8.2. **Resale.** Customer agrees that this is a retail purchase agreement for use only by Customer and its other Sprint-authorized end users. Customer may not resell or lease Products and Services to any third party unless specifically set forth in an attachment.

9. CONFIDENTIAL INFORMATION

- 9.1. **Definitions.** "Confidential Information" means nonpublic information (A) about the Discloser or the Discloser's business and operations, (B) given to the Recipient in any tangible or intangible form for Recipient's use in connection with this Agreement or discussions, negotiations or proposals related to any contemplated business relationships between the parties, and (C) that the Recipient knows or reasonably should know is confidential because of its legends, markings, the circumstances of the disclosure or the nature of the information. Confidential Information includes the pricing and terms of this Agreement. "Discloser" means the party disclosing Confidential Information, and "Recipient" means the party receiving Confidential Information.

- 9.2. **Nondisclosure.** Neither party will disclose the other party's Confidential Information to any third party, except as expressly permitted in this Agreement. This obligation will continue until two years after this Agreement terminates or expires. The Recipient may disclose Confidential Information to its Affiliates, agents and consultants with a need to know, if they are not competitors of the Discloser and are subject to a confidentiality agreement at least as protective of the Discloser's rights as this provision. The parties will use Confidential Information only for the purpose of performing under this Agreement or for the provision of other Sprint or Sprint Affiliate services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the Recipient at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the Recipient; (C) is received without restriction from a third party free to disclose it without obligation to the Discloser; (D) is developed independently by the Recipient without reference to the Confidential Information; (E) is required to be disclosed by law, regulation, or court or governmental order; or (F) is disclosed with the prior written consent of the Discloser.

- 9.3. **Injunction.** The parties acknowledge that the Recipient's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of this Agreement, the Discloser may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who has breached or threatened to breach its nondisclosure obligations under this Agreement will not raise the defense of an adequate remedy at law.

- 9.4. **Customer Proprietary Network Information; Privacy.** As Sprint provides Products and Services to Customer, Sprint develops information about the quantity, technical configuration, type and destination of Products and Services Customer uses, and other information found on Customer's bill ("Customer Proprietary Network Information" or "CPNI"). Under federal law, Customer has a right, and Sprint has a duty, to protect the confidentiality of CPNI. Sprint's privacy policy, as amended from time to time, includes information about Sprint's CPNI and other data practices and can be found at www.sprint.com/legal/privacy.html.

- 9.5. **Use of Name, Service Marks, Trademarks.** Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent.

- 9.6. **FOIA.** Sprint acknowledges that the Agreement and the Confidential Information may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively "FOIA"). Customer will provide Sprint with prompt notice of any FOIA requests or intended disclosures, citations to or copies of applicable FOIA for review, and an appropriate opportunity to seek protection of Sprint Confidential Information

10. **LIMITATIONS OF LIABILITY.** The parties are commercial entities and acknowledge that each has had the opportunity to seek advice from counsel pertaining to this Agreement.

- 10.1. **Damage Limitations.** Each party's maximum liability for damages caused by its failure(s) to perform its obligations under this Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the party's negligent or willful misconduct; and (B) proven direct damages for all other claims arising out of this Agreement, not to exceed in the aggregate, in any 12 month period, an amount equal to Customer's total net payments for the affected Services purchased in the six months prior to the event giving rise to the claim. Customer's payment obligations, liability for early termination charges, and the parties' indemnification obligations under this Agreement are excluded from this provision.

10.2. Damage Waivers.

- A. NEITHER PARTY WILL BE LIABLE FOR ANY LOST PROFITS (INCLUDING LOST REVENUE AND LOSS OF BUSINESS OPPORTUNITY, AND REGARDLESS OF THE THEORY FOR RECOVERY), OR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, WHETHER FORESEEABLE OR NOT.
- B. Sprint is not liable (i) for unauthorized third party access to, or alteration, theft or destruction of, Customer's data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Sprint network transmission facilities or Customer premise equipment; (ii) for the content of any information transmitted, accessed or received by Customer through Sprint's provision of the Products and Services,

excluding content originating from Sprint; or (iii) if a commercially reasonable change in Products or Services causes equipment or software not provided by Sprint to become obsolete, require alteration, or perform at lower levels.

11. INDEMNIFICATION

- 11.1. Personal Injury, Death or Damage to Personal Property.** Sprint will indemnify and defend Customer, its directors, officers, employees, agents and their successors against all claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, brought against Customer by a third party (collectively, "Claims"), arising directly from Sprint's performance of this Agreement and relating to personal injury, death, or damage to tangible personal property to the extent such Claims are alleged to have resulted from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.
- 11.2. Intellectual Property.** Sprint will indemnify and defend Customer, Customer's directors, officers, employees, agents and their successors against Claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. Sprint's obligations under this section will not apply to the extent that the infringement or violation is caused by (A) functional or other specifications that were provided or requested by Customer, or (B) Customer's continued use of infringing Services after Sprint provides reasonable notice to Customer of the infringement. For any Claim that Sprint receives, or to minimize the potential for a Claim, Sprint may, at its option, either: (i) procure, at Sprint's expense, the right for Customer to continue using the Services; (ii) modify the Services or replace the Services with comparable Services, each at Sprint's expense; or (iii) terminate the Services.
- 11.3. Rights of Indemnified Party.** To be indemnified, Customer must (A) give Sprint prompt written notice of the claim, (B) give Sprint full and complete authority, information and assistance for the claim's defense and settlement, and (C) not, by any act including but not limited to any admission or acknowledgement, materially prejudice Sprint's ability to satisfactorily defend or settle the claim. Sprint will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. Customer will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but Sprint will retain sole control of the claim's settlement or defense.
- 11.4. Exclusive Remedies.** The provisions of this Indemnification section state the entire liability and obligations of Sprint and any of its Affiliates or licensors, and the exclusive remedy of Customer, with respect to any claims identified in this section

12. TERMINATION

12.1. Sprint Right to Suspend or Terminate

A. Suspension or Termination for Cause. Sprint may suspend or terminate Products or Services or this Agreement immediately if: (i) Customer fails to cure a payment default within 15 days of receiving Sprint's written notice of nonpayment; (ii) Customer fails to cure any other material breach of this Agreement within 30 days after receiving Sprint's written notice; (iii) Customer provides false or deceptive information or engages in fraudulent or harassing activities when ordering, using or paying for Products or Services; (iv) Customer fails to comply with applicable law or regulation and Customer's noncompliance materially interferes with Sprint's performance under this Agreement or exposes Sprint to legal liability; or (v) Customer fails to comply with the resell restrictions contained in this Agreement. If Customer disputes the basis for Sprint's suspension or termination, Customer must invoke the negotiation process outlined in the Dispute Resolution section below.

B. Technology Evolution

- (1) In the normal course of technology evolution and enhancement, Sprint continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Sprint will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in this Agreement to the contrary, Sprint reserves the right, in its sole discretion, after providing the notice set forth in subsection (2) below, to: (a) migrate Customer to a replacement technology; or (b) discontinue any Product, Service, network standard, or technology without either party being in breach of this Agreement or incurring early termination liability relating to the discontinuance of the affected Product, Service, network standard, or technology.
- (2) If Sprint takes any action set forth in subsection (1) above, Sprint will provide advance notice reasonably designed to inform Customer (if affected) of such pending action. The form of Sprint's notice may include providing written notice to any address (a) listed in this Agreement for Customer, (b) Sprint uses for billing, or (c) set forth in an Order. Customer agrees that such notice is reasonable and sufficient notice of Sprint's pending action.

12.2. Customer Right to Terminate

A. Material Failure. If (i) Sprint materially fails to provide a Product or Service (unless Sprint is exercising its rights under the Suspension or Termination for Cause section), (ii) Customer provides Sprint with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice, (iii) Sprint fails to cure the material failure within the 30-day cure period, and (iv) Customer provides Sprint with written notice of Sprint's failure to cure and Customer's election to terminate the affected Product or Service, then Customer may terminate such Product or Service without early termination liability. Sprint's material failure does not include a failure caused by Customer or a Force Majeure Event. If

Sprint disputes the basis for Customer's termination, Sprint must invoke the negotiation process outlined in the Dispute Resolution section below.

- B. Termination for Convenience.** Customer may terminate this Agreement at any time by providing 30 days' written notice to Sprint.
- C. Termination for Nonappropriation.** Customer may terminate this Agreement at the end of the then-current fiscal period, without incurring any form of payment liability in excess of previously appropriated amounts, only when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement for the following fiscal year ("Termination for Non-appropriation"). Following Termination for Non-appropriation, Customer will not be obligated for payments for any fiscal period after the effective date of termination. Customer will give Sprint written notice of any termination for non-appropriation at least 30 days before the effective date of the termination. At Sprint's request, Customer will provide supplemental documentation regarding the non-appropriation of funds. Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term

12.3. Early Termination. If Sprint terminates a Product, Service, or this Agreement under the Suspension or Termination for Cause section, or if Customer terminates a Product, Service or this Agreement under the Termination for Convenience section, Customer will pay Sprint (A) for any Products and Services provided up to and including the date of termination, whether or not billed by the termination date, as well as any applicable early termination fees, any applicable shortfall liabilities and other applicable charges and fees, as set forth in this Agreement, and (B) a pro rata portion of any credits issued (excluding service outage credits) or charges waived, based upon the number of months remaining in any applicable order term or minimum service term at the time of termination.

13. FORCE MAJEURE. Neither party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts, events or causes beyond the reasonable control of the responsible party (a "Force Majeure Event"). Force Majeure Events include: natural disasters; wars, riots, and terrorist activities; cable cuts by third parties, a LEC's activities, and other actions or inactions of third parties; fires; embargoes and labor disputes; and court orders and governmental decrees.

14. NOTICES. Notices required under this Agreement must be submitted in writing to any address listed in this Agreement for the other party, or for notices to Customer, to the address Sprint uses for shipping or billing or as set forth in an Order. In the case of a dispute, notices also must be sent to:

Sprint Attn: Legal Dept. – Public Sector 12502 Sunrise Valley Drive MS: VARESA0208 Reston, VA 20196 Attn: VP Legal Dept. – Sales & Distribution Mailstop: KSOPHT0101-Z2525 6391 Sprint Parkway Overland Park, KS 66251-2525	Customer 1804 Lewis Turner Boulevard Suite 300 Fort Walton Beach, FL 32547
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15. DISPUTE RESOLUTION

15.1. Negotiations. In the event of a dispute arising from or relating to this Agreement, the disputing party will notify the other party in writing. The parties will negotiate with each other in good faith and will use their best efforts to resolve the dispute within 15 days of the notice date. If the dispute is not resolved within this 15 day period, each party will escalate the dispute to higher management (VP or equivalent). If the dispute is not resolved within 30 days after the escalation, either party is free to seek relief as contemplated in this Agreement.

15.2. Arbitration. The parties agree that all billing disputes related to Sprint's provision of Products or Services provided under this Agreement that do not get resolved through the negotiation process outlined above will be finally settled through bi-lateral arbitration as follows: for billing disputes related to Products or Services provided (A) in the United States, the arbitration will be administered by AAA in accordance with its Commercial Arbitration Rules, governed by the United States Arbitration Act, 9 U.S.C. Sec. 1, et seq., and (B) outside of the United States, the arbitration will be conducted pursuant to the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The parties agree that (1) all arbitration proceedings will be conducted in the English language, (2) each party waives any right to seek, participate in or file a claim as a class action, or proceed as lead claimant or in a representative capacity and will not join additional parties, (3) the arbitrator will have no authority to award damages beyond actual damages as agreed to in the Limitations of Liability section, (4) the arbitration will be conducted by a single attorney arbitrator who has substantial experience and knowledge in telecommunications and commercial contracts, (5) discovery will be limited to the reasonable exchange of relevant documents and will not include other forms of discovery requests or electronic collection protocols or depositions, with the exception that if the arbitrator determines that depositions are appropriate, the number will not exceed three per party, including a corporate representative deposition, and each deposition is limited to five hours, (6) any award rendered by the arbitrator will be

accompanied by a reasoned opinion and entered in any court having jurisdiction, and (7) the parties will allocate all arbitration costs equally although each party will be responsible for its own attorney fees and costs.

- 15.3. **Waivers.** The parties mutually, expressly, irrevocably and unconditionally waive trial by jury. Neither party will make any claim under any consumer protection statute, or in any manner participate in any class action proceeding in a representative capacity against the other party.

16. DEFINITIONS

- 16.1. "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights.
- 16.2. "Effective Date" is the date the last party signs this Government Master Services Agreement.
- 16.3. "Order" means a written, electronic or verbal order, or purchase order, submitted or confirmed by Customer, which identifies the quantity of specific Products and Services Customer is requesting.
- 16.4. "Product(s)" includes equipment, devices, software, hardware, cabling or other materials sold or leased to Customer under this Agreement as a separate item from, or bundled with, a Service.
- 16.5. "Rates and Conditions Website" refers to the website located at <http://www.sprint.com/business/support/ratesWelcome.html>.
- 16.6. "Service(s)" means all telecommunications, cloud, software, or other services sold or provided to Customer under this Agreement, excluding Products.

17. **Education Customers and Programs.** Customers seeking funds through the Universal Service Schools and Libraries Funding Mechanism ("E-Rate Program") or state or local corollaries to the E-Rate Program are subject to the "Schools and Libraries Funding Programs Annex" posted on the Rates and Conditions Website.

18. **MISCELLANEOUS.** This Agreement, along with any special customer arrangement forms signed by both parties, constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter. This Agreement may only be amended or altered by a writing signed by both parties' authorized representatives. If a conflict exists among provisions within this Agreement, specific terms will control over general provisions, and negotiated, added or attached terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing, to the extent permitted by law. References to Uniform Resource Locators (URLs) in this Agreement include any successor URLs designated by Sprint. If the class action waiver contained in the Arbitration provision is found to be unenforceable, then the entire Arbitration provision will be deemed to be unenforceable. The failure to exercise any right under this Agreement does not constitute a waiver of the party's right to exercise that right or any other right in the future. Except for the indemnified parties referenced in the Indemnification section, this Agreement's benefits do not extend to any third party. This Agreement does not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or Affiliates. Customer may not assign any rights or obligations under this Agreement or any Order without Sprint's prior written consent, except that Customer may assign this Agreement, after 30 days' prior written notice, to an Affiliate or an entity that has purchased all or substantially all of Customer's assets. Each party agrees that it will comply with all applicable laws in performance of its obligations under this Agreement. This Agreement will be governed by the laws of New York, without regard to its choice of law principles. The English version of this Agreement will prevail over any foreign language versions. The terms and conditions of this Agreement regarding confidentiality, indemnification, limitations of liability, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of this Agreement will survive.

19. **AGREEMENT EXECUTION.** To become effective, this Government Master Services Agreement must be: (A) signed by an authorized Customer representative; (B) delivered to Sprint on or before **6/10/2018**; and (C) signed by a Sprint officer or authorized designee. The parties may execute and deliver this Government Master Services Agreement manually or electronically, in one or more counterparts, each of which will be an original and all of which together will constitute one agreement.

[Remainder of Page Intentionally Left Blank]

OKALOOSA COUNTY,
a political subdivision of the State of Florida

SPRINT SOLUTIONS, INC.

as contracting agent on behalf of the applicable Sprint affiliated entities providing the Products and Services

By: Jeffrey A Hyde
Authorized Signature

By: Michaela Clairmonte
Authorized Signature

Date: 04/10/2018

Date: 4/10/2018

Name and Title: Jeffrey A Hyde
(please type or print) Purchasing Mgr

Name and Title: Michaela Clairmonte - Manager,
(please type or print) Contract Negotiations & Management

Address: 5479A Old Bethel Road
Crestview, FL 32536

Address: 12502 Sunrise Valley Drive,
MS: VARESA0208
Reston, VA 20196

Approved as to Legal Form
Sprint Law Dept. - DV - 4/6/18



**ATTACHMENT A
INTEREXCHANGE (LONG DISTANCE SERVICES) PRICING & POLICIES**

1. **TERM.** The pricing and discounts set forth in this Attachment will expire on the last day of Customer's last billing cycle ending 36 months from the Effective Date ("Pricing Term"). Following the expiration of the Pricing Term, Sprint will continue to provide wireline Products and Services to Customer under the pricing and discounts set forth in this Attachment, or, with advance notice to Customer, at Schedule, Tariff or public price list rates, until either party provides 30 days' advance written notice to terminate wireline Services. If a wireline Product or Service is subject to an Order Term as of the expiration of the Pricing Term, that Product or Service will continue to receive the pricing and discounts set forth in the applicable Order until the earlier of the expiration of the applicable Order Term or the termination of the wireline Product or Service.

2. **CHARGES**

2.1 **SPRINT DEDICATED INTERNET ACCESS**

- A. Sprint Dedicated Internet Access is always-on connectivity to the global Internet provided via dedicated ports connected to Sprint's native IP backbone ("SprintLink"). Customer must comply with the Sprint Dedicated Internet Access Product Annex posted in the "Product-specific Terms" section of the Rates and Conditions Website. Both dedicated local access and Customer Premise Equipment ("CPE") are required for Sprint Dedicated Internet Access. Unless specifically stated otherwise in this Sprint Dedicated Internet Access pricing section, dedicated local access and CPE are not included in any of the rates in this section, and if Customer elects to purchase these components from Sprint, the pricing for these components will be stated in a separate section of this Agreement or in a separate agreement with Sprint. The term "Net" as used in this pricing section means that the associated charge is after any applicable discounts have been applied, but before taxes, surcharges, and other charges otherwise outlined in the Agreement have been applied.
- B. Sprint provides Ethernet Port Services only at selected locations for Co-Location or Customer Provided Access. Customers shall arrange and are responsible for all costs related to transport from customer premises to Sprint Ethernet Location(s). For Sprint Provided Ethernet Access, Sprint provides Ethernet Port/Access Bundles, where available. Sprint Provided Ethernet offers two types of access bundles; Dedicated and Shared. Shared Service is provided via shared Ethernet Virtual Private Line (EVPL) access based on a local access "switched" network to a shared network interface to the IP network while Dedicated Service is provided via Ethernet Private Line (EPL) access based on a local access network to a dedicated network interface to the IP network.
- C. **TDM Access.** Notwithstanding anything to the contrary set forth in this Agreement, including without limitation, the Pricing Term of this Attachment, Sprint reserves the right to reject any Order for (i) time division multiple ("TDM") access as a channel method. Further, Sprint reserves the right to decommission TDM access as a channel access method during the Pricing Term of this Attachment or any Order Term, which may impact the provision of, or require Sprint to terminate, some or all of the Sprint Dedicated Internet Access Services contained in this Section 2.1. Sprint will undertake the decommissioning of TDM access, and any Products or Services that utilize TDM access, in accordance with the Technology Evolution provisions set forth in, or incorporated by, the Agreement.
- D. Sprint will charge Customer a fixed Net MRC and fixed Net NRC in the applicable amounts from the table below for each Domestic Sprint Dedicated Internet Access Port, with an individual Order Term of 3 years or longer, installed or in service during the Term.

Dedicated Internet Access Port Speed(s)	Net MRC	List NRC	Net NRC	Country
2M ETHERNET PORT	\$123.50	\$0.00	\$0.00	US
4M ETHERNET PORT	\$155.00	\$0.00	\$0.00	US
5M ETHERNET PORT	\$183.75	\$0.00	\$0.00	US
6M ETHERNET PORT	\$198.00	\$0.00	\$0.00	US
8M ETHERNET PORT	\$235.75	\$0.00	\$0.00	US
10M FE PORT	\$264.00	\$0.00	\$0.00	US

(1) A Value of \$0.00 in the Net NRC column of the above table indicates that the NRC was 'waived'.

2.2 SPRINT ACCESS

A. Pricing of Access Not Specified in This Agreement

- (1) Customer acknowledges that locations not priced in this Agreement will be subject to the minimum Order Term in Section 1. above and will be priced at the prevailing rates at time of Order for the specific location, vendor and type of access.

B. Access Renewal Requirements

- (1) At the conclusion of a local access line Order Term, Customer may renew the local access line for a new Order Term at a rate to be mutually agreed upon by Sprint and Customer. If Customer fails to renew the local access line, Sprint may provide the local access line on a month-to-month basis at the then-prevailing monthly rate for as long as Sprint provides Customer with Services that require such access.

C. TDM Access

- (1) Notwithstanding anything to the contrary set forth in this Agreement, including without limitation, the Pricing Term of this Attachment, Sprint reserves the right to reject any Order for (i) TDM access as a channel access method or (ii) a Product or Service that utilizes TDM access as a channel access method. Further, Sprint reserves the right to decommission TDM access as a channel access method during the Pricing Term of this Attachment or any Order Term, which may impact the provision of, or require Sprint to terminate, some or all of the Sprint Global MPLS VPN Services contained in Section 2.0. Sprint will undertake the decommissioning of TDM access, and any Products or Services that utilize TDM access, in accordance with the Technology Evolution provisions set forth in, or incorporated by, the Agreement.

3. ADDITIONAL PROVISIONS

- 3.1 **Additional Terms and Conditions.** Customer's use of wireline Products and Services is also governed by the Wireline Services Product Annex posted in the "Product-specific Terms" section of the Rates and Conditions Website, and the applicable Schedules and Tariffs, as each is posted at the Rates and Conditions Website. Capitalized terms not otherwise defined in this Attachment will have the meaning assigned to such terms in the Wireline Services Product Annex or the Agreement.
- 3.2 **Rates and Charges.** This Attachment's rates, charges and discounts are in lieu of any promotions or discounts that are available under the Schedules or Tariffs. Rates, charges and discounts for call types, Service elements, features, and Services not in this Attachment are in the applicable Schedule, Tariff or public price list. If pricing in this Attachment is stated only as a percentage discount off of a Schedule or Tariff rate or list price, the percentage discount is fixed for the Pricing Term, but Sprint may modify the underlying rate or list price to which the percentage discount is applied. Sprint may impose on Customer additional charges or surcharges (A) for terminating a call to other wireless carriers, such as international mobile termination charges, and (B) to recover increased access costs imposed on Sprint as a result of Customer's specific traffic patterns, network configuration or routing protocol. The amount of the charges and surcharges imposed may vary.
- 3.3 **Credits and Discounts.** Customer must be in compliance with all material terms and conditions of the Agreement to be eligible for any credits or discounts under this Attachment.
- 3.4 **Early Order Term Termination Liability.** Certain wireline Products and Services may be priced based on a minimum Order Term, which may be identified as an "Order Term," or similar language. Product or Service terminations before the end of the applicable Order Term, including due to the expiration or termination of this Attachment (unless the termination is due to Sprint's material failure), will be subject to the following early termination charges, which represent Sprint's reasonable liquidated damages and not a penalty:
 - A. **Access Orders.** A lump sum equal to (1) the applicable monthly charges for all bandwidth levels of Ethernet access and TDM dedicated access, multiplied by the number of months remaining in the Order Term, plus (2) a pro rata amount of any waived installation charges, based on the number of months remaining in the applicable minimum Order Term;
 - B. **General Liability.** A lump sum equal to (1) the applicable monthly charges for the Service multiplied by the number of months remaining in the first year of the Order Term, plus (2) 50% of the applicable monthly charges multiplied by the number of months remaining in the Order Term after the first year, plus (c) a pro rata amount of any waived installation charges, based on the number of months remaining in the applicable Order Term; and
 - C. **Third Party Liability.** Any liabilities imposed on Sprint by third parties, such as a LEC, as a result of Customer's early termination.



CERTIFICATE OF LIABILITY INSURANCE

4/1/2019

DATE (MM/DD/YYYY)
3/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

RECEIVED
APR 04 2018
BY: PUNCH

CONTACT NAME:	
PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Continental Casualty Company	NAIC # 20443
INSURER B: American Casualty Company of Reading, PA	20427
INSURER C: Transportation Insurance Company	20494
INSURER D:	
INSURER E:	
INSURER F:	

INSURED NEXTEL PARTNERS, INC.
14966 6480 SPRINT PARKWAY
OVERLAND PARK, KS 66251

COVERAGES SPRCO03 CERTIFICATE NUMBER: 2606514 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB. <input checked="" type="checkbox"/> *TENANTS LEGAL LIAB. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	N	N	GL5082521363	4/1/2018	4/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BUA5082521329	4/1/2018	4/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Garagekeepers \$ Included EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			\$
C B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC5082521282(RETRO) WC5082521296(DEDUCTIBLE) WC5082521279 (CA) GAP5082521315 (STOP GAP)	4/1/2018 4/1/2018 4/1/2018 4/1/2018	4/1/2019 4/1/2019 4/1/2019 4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 *FIRE DAMAGE IS INCLUDED IN BROADER TENANT'S LEGAL LIABILITY FORM WITH LIMITS OF \$1,000,000 PER OCCURRENCE. RE: SITE NO.FL278P, SHALIMAR IS AN ADDITIONAL INSURED AS REQUIRED BY CONTRACT AND SUBJECT TO POLICY TERMS AND CONITIONS.

C15-2219-WS

Site ID: FL278P.

CERTIFICATE HOLDER

CANCELLATION See Attachment

2606514
OSKALOOSA COUNTY
602- C NORTH PEARL
CRESTVIEW FL 32536

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL WRITTEN NOTICE IN ACCORDANCE WITH THE POLICY PROVISIONS TO THE CERTIFICATE HOLDER NAMED WITHIN THE STATED TIME FRAMES OF 30 DAYS, EXCEPT FOR REASON OF NON-PAYMENT OF PREMIUM AT 10 DAYS. FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Contract Amendment 1

No.: CSA-DB-1411-70952
Date: November 18, 2014

CUSTOM SERVICE AGREEMENT

Customer Name: Okaloosa Water Utility
Address: 1804 Lewis Turner Blvd
Fort Walton, FL 32548

This Custom Service Agreement ("Agreement") is entered into between **SPRINT SOLUTIONS, INC.**, as contracting agent on behalf of the applicable Sprint affiliated entities providing the Products and Services ("Sprint"), and Okaloosa Water Utility ("Customer").

1. **TERM.** This Agreement is effective as of the date the last party signs below ("Effective Date") and its terms and conditions will remain in effect through the longest Term of any attachment under this Agreement. The Term and Commencement Date for a particular Service is defined in the applicable attachment.
2. **ADDITIONAL PROVISIONS**
 - 2.1 **Standard Terms and Conditions.** Sprint's Standard Terms and Conditions for Communications Services ("Standard Terms and Conditions") as posted at www.sprint.com/ratesandconditions/ (the "Rates and Conditions Website") are incorporated into this Agreement and apply to all Sprint Products and Services sold under this Agreement. Capitalized terms not defined in this Agreement are defined in the Standard Terms and Conditions or the applicable Tariffs, Schedules or Product-specific Terms.
 - A. Section 12.1 ("Indemnification") in the Standard Terms and Conditions shall be subject to the provisions of Section 768.28, F.S.
 - 2.2 **Additional Terms and Conditions.** Customer's use of Sprint Products or Services is also governed by the applicable Tariffs, Schedules, or Product and Service annexes posted on the Rates and Conditions Website.
 - 2.3 **Resale.** Customer acknowledges and agrees that this is a retail purchase agreement for use only by Customer and its other Sprint-authorized end users as set forth in this Agreement. Customer may not resell or lease wireless Products and Services under this Agreement. Notwithstanding the foregoing, Customer may participate in the Sprint Wireless Recycling Program. Customer may not resell wireline Products and Services unless specifically set forth in a separate Sprint wholesale agreement.
 - 2.4 **ATTACHMENTS.** The following attachments are incorporated into this Agreement by reference:
 - Attachment A: "RESERVED"
 - Attachment B: Interexchange (Long Distance Services) Pricing & Policies
3. **RATES.** During the Term, Customer will pay Sprint the rates and charges for Products or Services as set forth in this Agreement.
4. **PRICING EXPIRATION.** To become effective, this Agreement must be: (a) signed by an authorized Customer representative; (b) delivered to Sprint on or before December 13, 2014; and (c) signed by a Sprint officer or authorized designee. Upon expiration of this Agreement or a specific Attachment, Sprint, at its option, may continue to provide some or all of the Products and Services on a month-to-month basis under the terms, conditions and pricing in this Agreement or the applicable Attachment, excluding minimum commitments, or, with advance notice, at standard list, Tariff or Schedule pricing, until either party provides 30 days' advance written notice to terminate.

**CONTRACT # C15-2219-WS
SPRINT
SERVICE AGREEMENT
EXPIRES: 10/14/2017**

Okaloosa Water Utility

SPRINT SOLUTIONS, INC.

as contracting agent on behalf of the applicable Sprint affiliated entities providing the Products and Services

By:

Zan Fedorak
Authorized Signature

Date:

11/26/14

Name and Title:

Zan Fedorak, Purchasing Manager

(please type or print)

Address:

Approved as to Legal Form
Sprint Law Department

By:

Wendy A. Devens
Authorized Signature

Date:

11/24/14

Name and Title:

SALES MANAGER

(please type or print)

WENDY L. DEVENS

Address:

9165 KELLER RD

ACTAMUNTE SPRINGS FL
32714

**ATTACHMENT B
INTEREXCHANGE (LONG DISTANCE SERVICES) PRICING & POLICIES**

1. **TERM.** The Term for Products and Services priced in this Attachment is 36 months and will begin on the Commencement Date (defined as the first day of the first bill cycle in which Sprint bills monthly recurring charges or usage charges).

2. **CHARGES**

2.1 **SPRINT DEDICATED INTERNET ACCESS**

- A. Sprint Dedicated Internet Access is always-on connectivity to the global Internet provided via dedicated ports connected to Sprint's native IP backbone ("SprintLink"). Customer must comply with the Sprint Dedicated Internet Access Product Annex located at www.sprint.com/ratesandconditions. Both dedicated local access and Customer Premise Equipment ("CPE") are required for Sprint Dedicated Internet Access. Unless specifically stated otherwise in this Sprint Dedicated Internet Access pricing section, dedicated local access and CPE are not included in any of the rates in this section, and if Customer elects to purchase these components from Sprint, the pricing for these components will be stated in a separate section of this Agreement or in a separate agreement with Sprint. The term "Net" as used in this pricing section means that the associated charge is after any applicable discounts have been applied, but before taxes, surcharges, and other charges otherwise outlined in the Agreement have been applied.
- B. Sprint provides Ethernet Port Services only at selected locations for Co-Location or Customer Provided Access. Customers shall arrange and are responsible for all costs related to transport from customer premises to Sprint Ethernet Location(s). For Sprint Provided Ethernet Access, Sprint provides Ethernet Port/Access Bundles, where available. Sprint Provided Ethernet offers two types of access bundles; Dedicated and Shared. Shared Service is provided via shared Ethernet Virtual Private Line (EVPL) access based on a local access "switched" network to a shared network interface to the IP network while Dedicated Service is provided via Ethernet Private Line (EPL) access based on a local access network to a dedicated network interface to the IP network.
- C. Domestic Bundled Port and Access. Sprint will charge Customer a fixed Net MRC and fixed Net NRC in the applicable amounts from the table below for each Domestic Sprint Dedicated Internet Access "Site", with an individual Order Term of 3 Years or longer, installed or in service during the Term. For purposes of this paragraph, a "Site" is: one local access line (including ACF and COC MRCs), and one Domestic Sprint Dedicated Internet Access Port.

Port Bundle Description	Bundle MRC	List NRC	Net NRC	Access Bandwidth	NPA-NXX	City	State
T1 PORT/ACCESS BUNDLE	\$730.00	\$2,000.00	\$0.00	T1	850-314	-	-

- (a) The pricing above also applies for port / access bundles utilizing Sprint Provided Access with SecCFA Access arrangements.
- (b) Pricing above does not include any LEC or AAV or 3rd party charges that might be identified at site survey and charged by vendor for build-out, special construction, fiber hand-offs, etc. All charges identified by the vendor to fulfill the access solution will be the Customers responsibility and may require re-pricing.

2.2 **SPRINT ACCESS**

- A. Unless otherwise specifically stated in this contract or in a Special Customer Arrangement (SCA), Customer will receive the prices indicated in this Section for domestic Sprint-provided access lines. Customer will execute and provide to Sprint such other documents as are necessary for Sprint to perform its obligations under this Agreement which may include the Special Customer Arrangement Form.

(1) Special Access Surcharge Exemption Application:

- (a) The undersigned hereby certifies that the circuit(s) herein is/are not interconnected with the local exchange through a Private Branch Exchange (PBX) or other device actually capable of switching traffic to or from the local exchange. Therefore, this/these circuit(s) is/are exempted from the Special Access Surcharge.

- (2) The undersigned warrants the accuracy of this special access surcharge application for exemption and the undersigned shall defend, indemnify, and hold Sprint Communications Company L.P., a Delaware Limited Partnership (Sprint), harmless from and against any damages, costs, or expenses which Sprint may incur by submitting this application for exemption.
- (3) Customer acknowledges that locations not priced below will be subject to prevailing promotional rates at time of order.

B. ALL ETHERNET AND DEDICATED TDM BANDWIDTHS EARLY TERMINATION

Customer will use each Sprint-provided local access line for the number of months equal to the applicable Order Term for that local access line. If Customer disconnects a Sprint-provided, Domestic local access line before the end of its applicable Order Term, Customer will pay Sprint the applicable Order Term termination liability described in this Agreement, or if none, then an amount equal to the MRC for that local access line, multiplied by the number of months remaining in the Order Term.

2.3 SPRINT WAIVERS

A. Sprint will waive the following installation charges:

- (1) Sprint will waive 100% of the installation and monthly recurring charges associated with Access Coordination Fee (ACF) and Central Office Connection (COC).
- (2) For all Sprint provided Domestic T-3 and lower bandwidth local access lines priced in this Agreement and installed during the Term, Sprint will waive the non-recurring local access line installation charges (including non-recurring COC and ACF charges).

B. Customer must use each local access line, port, or PVC receiving a waiver for 36 continuous months (the "Usage Period"). Should Customer disconnect any local access line, port, or PVC receiving an installation waiver prior to the end of the Usage Period, Customer will pay Sprint a pro-rata refund of the waived installation charges based on the number of months remaining in Usage Period.

3. TECHNOLOGY EVOLUTION

- 3.1 In the normal course of technology evolution and enhancement, Sprint continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Sprint will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the Agreement to the contrary, Sprint reserves the right, in its sole discretion, after providing the notice set forth in subsection 3.2 below, to: (1) migrate Customer to a replacement technology; or (2) discontinue any Product or Service without either party being in breach of the Agreement or incurring early termination liability relating to the discontinuance of the affected Product or Service.
- 3.2 If Sprint takes any action set forth in subsection 3.1 above, Sprint will provide advance notice reasonably designed to inform each affected Customer of such pending action. The form of Sprint's notice may include without limitation, providing written notice to any address listed in the Agreement for Customer or any address Sprint uses for billing or as set forth in an Order. Customer agrees that such notice is reasonable and sufficient notice of Sprint's pending action.

4. ADDITIONAL PROVISIONS

- 4.1 **General.** Sprint Communications Company L.P. provides the Products and Services priced in Attachment. This Attachment's rates, charges and discounts are in lieu of any promotions or discounts that are available this under the Schedules or Tariffs. Rates, charges and discounts for call types, Service elements, features, and Services not in this Attachment are in the applicable Schedule, Tariff or public price list. Sprint may impose on Customer charges or surcharges for terminating a call to other wireless carriers, such as international mobile termination charges. The amount of the charges and surcharges imposed may vary.
- 4.2 **Definitions.** "MRC" means monthly recurring charge. "NRC" means non-recurring charge. "NPA-NXX" includes successor NPA-NXXs due to introduction of a new area code.

- 4.3 Credits and Discounts.** Customer must be in compliance with all material terms and conditions of this Attachment to be eligible for any Credits or Discounts under this Attachment.
- 4.4 Third Party Agents.** Unless expressly stated otherwise, the pricing terms in this Attachment may not be available if an indirect sales agent is involved in the transaction.

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[View assistance for SAM.gov](#)

Search Results

Current Search Terms: **sprint***

Your search for "SPRINT*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	Sprint Federal Operations LLC	Status: Active
DUNS:	079109634	CAGE Code: 70QH0
Has Active Exclusion?:	No	DoDAAC:
Expiration Date:	09/17/2015	Delinquent Federal Debt? No
View Details		
Entity	SPRINT SOLUTIONS, INC.	Status: Active
DUNS:	606624653	CAGE Code: 59NM0
Has Active Exclusion?:	No	DoDAAC:
Expiration Date:	09/11/2015	Delinquent Federal Debt? No
View Details		
Entity	SPRINT SOLUTIONS, INC.	Status: Active
DUNS:	606624653	CAGE Code: 45XM0
Has Active Exclusion?:	No	DoDAAC:
Expiration Date:	09/11/2015	Delinquent Federal Debt? No
View Details		
Entity	SPRINT SOLUTIONS, INC.	Status: Active
DUNS:	606624653	CAGE Code: 59NL9
Has Active Exclusion?:	No	DoDAAC:
Expiration Date:	09/11/2015	Delinquent Federal Debt? No
View Details		
Entity	SPRINT/UNITED MANAGEMENT COMPANY	Status: Active
DUNS:	786383869	CAGE Code: 3SHM7
Has Active Exclusion?:	No	DoDAAC:
Expiration Date:	09/11/2015	Delinquent Federal Debt? No
View Details		
Entity	SPRINT SPECTRUM L.P.	Status: Active
DUNS:	839451796	CAGE Code: 4VN7
Has Active Exclusion?:	No	DoDAAC:
Expiration Date:	09/11/2015	Delinquent Federal Debt? No
View Details		
Entity	SPRINT SPECTRUM L.P.	Status: Active
DUNS:	839451796	CAGE Code: 4F8N4
Has Active Exclusion?:	No	DoDAAC:
Expiration Date:	09/11/2015	Delinquent Federal Debt? No
View Details		
Entity	SPRINT SPECTRUM L.P.	Status: Active
DUNS:	839451796	CAGE Code: 1HKC1
Has Active Exclusion?:	No	DoDAAC:
Expiration Date:	09/11/2015	Delinquent Federal Debt? No
View Details		
Entity	Sprint Federal Management LLC	Status: Active
DUNS:	079109915	CAGE Code: 70Q92
Has Active Exclusion?:	No	DoDAAC:
Expiration Date:	11/18/2014	Delinquent Federal Debt? No
View Details		
Entity	Sprint Communications Company L.P.	Status: Active
DUNS:	154229660	CAGE Code: 3TKW0
Has Active Exclusion?:	No	DoDAAC:
Expiration Date:	08/07/2015	Delinquent Federal Debt? No
View Details		

Glossary

Search

Results

Entity

Exclusion

Search

Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.P.20.20141027-1628

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



PD

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C15-2219-WS Tracking Number: 1080-14
 Grant Funded: YES ___ NO X
 Contractor/Lessee Name: Sprint
 Purpose: Service Agreement
 Date/Term: 36 months from execution date ^{10/15/14 - 10/14/15}
 Amount: _____
 Department: WS
 Dept. Monitor Name: Littrell / Jeffrey Keith
 Document has been reviewed and includes any attachments or exhibits.

1. GREATER THAN \$50,000
 2. GREATER THAN \$25,000
 3. \$25,000 OR LESS

Purchasing Review

Procurement requirements are met:
[Signature] Date: 8-19-14
 Purchasing Director or Designee Joanne Kublik

Risk Management Review

Approved as written:
[Signature] Date: 10-9-14
 Risk Manager or designee

County Attorney Review

Approved as written: [Signature] Date: 8-19-14
 County Attorney Gregory T. Stewart

**Approved by County not water - Sewer Dept.*

Following Okaloosa County approval:

Contracts & Grants

Document has been received: _____ Date: _____
 Contracts & Grants Manager

Joanne Kublik

From: Corbett, Bobby L [SLS] [Bobby.Corbett@sprint.com]
Sent: Thursday, October 30, 2014 8:37 AM
To: Joanne Kublik; Jeffery Keith; Neves, Jorge O [SLS]
Subject: Re: Agreement with Okaloosa County

Jo,

All records between any County, State, and Federal offices are public record.

Thanks,

Bobby

Bobby L. Corbett
Consultant
Sprint Business Solutions
Gulf Coast
bobby.corbett@sprint.com - [LinkedIn](#) - [Twitter](#) - [Google+](#)
[850-419-9941](tel:850-419-9941) Google Voice
Sent from my Sprint LTE iPad Air

On Oct 30, 2014, at 7:37 AM, Corbett, Bobby L [SLS] <Bobby.Corbett@sprint.com> wrote:

All records between any County, State, and Federal offices are public record.

This e-mail may contain Sprint proprietary information intended for the sole use of the recipient(s). Any use by others is prohibited. If you are not the intended recipient, please contact the sender and delete all copies of the message.

CUSTOM SERVICE AGREEMENT

CONTRACT # C15-2219-WS
SPRINT
SERVICE AGREEMENT
EXPIRES: 10/14/2017

Customer Name: Okaloosa Water Utility
Address: 1804 Lewis Turner Blvd
Fort Walton, FL 32548

This Custom Service Agreement ("Agreement") is entered into between SPRINT SOLUTIONS, INC., as contracting agent on behalf of the applicable Sprint affiliated entities providing the Products and Services ("Sprint"), and Okaloosa Water Utility ("Customer").

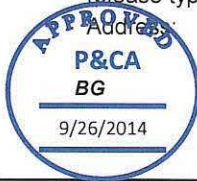
1. **TERM.** This Agreement is effective as of the date the last party signs below ("Effective Date") and its terms and conditions will remain in effect through the longest Term of any attachment under this Agreement. The Term and Commencement Date for a particular Service is defined in the applicable attachment.
2. **ADDITIONAL PROVISIONS**
 - 2.1 **Standard Terms and Conditions.** Sprint's Standard Terms and Conditions for Communications Services ("Standard Terms and Conditions") as posted at www.sprint.com/ratesandconditions/ (the "Rates and Conditions Website") are incorporated into this Agreement and apply to all Sprint Products and Services sold under this Agreement. Capitalized terms not defined in this Agreement are defined in the Standard Terms and Conditions or the applicable Tariffs, Schedules or Product-specific Terms.
 - A. Section 12.1 ("Indemnification") in the Standard Terms and Conditions shall be subject to the provisions of Section 768.28, F.S.
 - 2.2 **Additional Terms and Conditions.** Customer's use of Sprint Products or Services is also governed by the applicable Tariffs, Schedules, or Product and Service annexes posted on the Rates and Conditions Website.
 - 2.3 **Resale.** Customer acknowledges and agrees that this is a retail purchase agreement for use only by Customer and its other Sprint-authorized end users as set forth in this Agreement. Customer may not resell or lease wireless Products and Services under this Agreement. Notwithstanding the foregoing, Customer may participate in the Sprint Wireless Recycling Program. Customer may not resell wireline Products and Services unless specifically set forth in a separate Sprint wholesale agreement.
 - 2.4 **ATTACHMENTS.** The following attachments are incorporated into this Agreement by reference:
 - Attachment A: "RESERVED"
 - Attachment B: Interexchange (Long Distance Services) Pricing & Policies
3. **RATES.** During the Term, Customer will pay Sprint the rates and charges for Products or Services as set forth in this Agreement.
4. **PRICING EXPIRATION.** To become effective, this Agreement must be: (a) signed by an authorized Customer representative; (b) delivered to Sprint on or before October 2, 2014; and (c) signed by a Sprint officer or authorized designee. Upon expiration of this Agreement or a specific Attachment, Sprint, at its option, may continue to provide some or all of the Products and Services on a month-to-month basis under the terms, conditions and pricing in this Agreement or the applicable Attachment, excluding minimum commitments, or, with advance notice, at standard list, Tariff or Schedule pricing, until either party provides 30 days' advance written notice to terminate.

Okaloosa Water Utility

By: Zan Fedorak
 Authorized Signature
 Date: 10/15/14
 Name and Title: Zan Fedorak
 (please type or print) Purchasing Manager
 Address: _____

SPRINT SOLUTIONS, INC.

as contracting agent on behalf of the applicable Sprint affiliated entities providing the Products and Services
 By: Cloy Acosta
 Authorized Signature
 Date: 10-2-14
 Name and Title: Cloy Acosta
 (please type or print) Business Sales Mgr.
 Address: _____



Sprint Approved as to Legal Form – HRF 09-25-14

**ATTACHMENT B
INTEREXCHANGE (LONG DISTANCE SERVICES) PRICING & POLICIES**

1. **TERM.** The Term for Products and Services priced in this Attachment is 36 months and will begin on the Commencement Date (defined as the first day of the first bill cycle in which Sprint bills monthly recurring charges or usage charges).

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2. CHARGES**2.1 SPRINT GLOBAL MPLS VPN**

- A.** Sprint's Global MPLS VPN offering uses the Sprint IP/MPLS backbone as the transport mechanism. The MPLS protocol is utilized to interconnect the customer network and maintain data privacy. Customer must comply with the Sprint Global MPLS VPN Product Annex located at www.sprint.com/ratesandconditions. Both dedicated local access and Customer Premise Equipment ("CPE") are required for Global MPLS VPN. Unless specifically stated otherwise in this Sprint Global MPLS VPN pricing section, dedicated local access and CPE are not included in any of the rates in this section, and if Customer elects to purchase these components from Sprint, the pricing for these components will be stated in a separate section of this Agreement or in a separate agreement with Sprint. The term "Net" as used in this pricing section means that the associated charge is after any applicable discounts have been applied, but before taxes, surcharges, and other charges otherwise outlined in the Agreement have been applied.
- B.** Sprint provides Ethernet Port Services only at selected locations for Customer Provided Access. Customers shall arrange and are responsible for all costs related to transport from customer premises to Sprint Ethernet Location(s). For Sprint Provided Ethernet Access, Sprint provides Ethernet Port/Access Bundles, where available. Sprint Provided Ethernet offers two types of access bundles; Dedicated and Shared. Shared Service is provided via shared Ethernet Virtual Private Line (EVPL) access based on a local access "switched" network to a shared network interface to the IP network while Dedicated Service is provided via Ethernet Private Line (EPL) access based on a local access network to a dedicated network interface to the Global MPLS VPN Network.
- C.** Domestic Bundled Port and Access. Sprint will charge Customer a fixed Net MRC and fixed Net NRC in the applicable amounts from the table below for each Domestic Sprint Global MPLS VPN "Site", with an individual Order Term of 3 Years or longer, installed or in service during the Term. For purposes of this paragraph, a "Site" is: one local access line (including ACF and COC MRCs), and one Domestic Sprint Global MPLS VPN Port.

Port Bundle Description	Bundle MRC	List NRC	Net NRC	Access Bandwidth	NPA-NXX	City	State
T1 PORT/ACCESS BUNDLE	\$780.00	\$2,000.00	\$0.00	T1	850-651	-	-

- (1) The pricing above also applies for port / access bundles utilizing Sprint Provided Access with SecCFA Access arrangements.
- (2) Pricing above does not include any LEC or AAV or 3rd party charges that might be identified at site survey and charged by vendor for build-out, special construction, fiber hand-offs, etc. All charges identified by the vendor to fulfill the access solution will be the Customers responsibility and may require re-pricing.

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2.2. SPRINT ACCESS

- A. Unless otherwise specifically stated in this contract or in a Special Customer Arrangement (SCA), Customer will receive the prices indicated in this Section for domestic Sprint-provided access lines. Customer will execute and provide to Sprint such other documents as are necessary for Sprint to perform its obligations under this Agreement which may include the Special Customer Arrangement Form.

(1) Special Access Surcharge Exemption Application:

- (a) The undersigned hereby certifies that the circuit(s) herein is/are not interconnected with the local exchange through a Private Branch Exchange (PBX) or other device actually capable of switching traffic to or from the local exchange. Therefore, this/these circuit(s) is/are exempted from the Special Access Surcharge.
- (2) The undersigned warrants the accuracy of this special access surcharge application for exemption and the undersigned shall defend, indemnify, and hold Sprint Communications Company L.P., a Delaware Limited Partnership (Sprint), harmless from and against any damages, costs, or expenses which Sprint may incur by submitting this application for exemption.
- (3) Customer acknowledges that locations not priced below will be subject to prevailing promotional rates at time of order.

B. **ALL ETHERNET AND DEDICATED TDM BANDWIDTHS EARLY TERMINATION**

Customer will use each Sprint-provided local access line for the number of months equal to the applicable Order term for that local access line. If Customer disconnects a Sprint-provided, Domestic local access line before the end of its applicable Order term, Customer will pay Sprint (the applicable Order term termination liability described in this Agreement, or if none, then) an amount equal to the MRC for that local access line, multiplied by the number of months remaining in the Order term.

2.3 SPRINT WAIVERS

- A. Sprint will waive the following installation charges:

- (1) Sprint will waive 100% of the installation and monthly recurring charges associated with Access Coordination Fee (ACF) and Central Office Connection (COC).
- (2) For all Sprint provided Domestic T-3 and lower bandwidth local access lines priced in this Agreement and installed during the Term, Sprint will waive the non-recurring local access line installation charges (including non-recurring COC and ACF charges).

- B. Customer must use each local access line, port, or PVC receiving a waiver for 36 continuous months (the "Usage Period"). Should Customer disconnect any local access line, port, or PVC receiving an installation waiver prior to the end of the Usage Period, Customer will pay Sprint a pro-rata refund of the waived installation charges based on the number of months remaining in Usage Period.

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ca

3. TECHNOLOGY EVOLUTION

- 3.1** In the normal course of technology evolution and enhancement, Sprint continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Sprint will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in the Agreement to the contrary, Sprint reserves the right, in its sole discretion, after providing the notice set forth in subsection 3.2 below, to: (1) migrate Customer to a replacement technology; or (2) discontinue any Product or Service without either party being in breach of the Agreement or incurring early termination liability relating to the discontinuance of the affected Product or Service.
- 3.2** If Sprint takes any action set forth in subsection 3.1 above, Sprint will provide advance notice reasonably designed to inform each affected Customer of such pending action. The form of Sprint's notice may include without limitation, providing written notice to any address listed in the Agreement for Customer or any address Sprint uses for billing or as set forth in an Order. Customer agrees that such notice is reasonable and sufficient notice of Sprint's pending action.

4. ADDITIONAL PROVISIONS

- 4.1 General.** Sprint Communications Company L.P. provides the Products and Services priced in Attachment. This Attachment's rates, charges and discounts are in lieu of any promotions or discounts that are available this under the Schedules or Tariffs. Rates, charges and discounts for call types, Service elements, features, and Services not in this Attachment are in the applicable Schedule, Tariff or public price list. Sprint may impose on Customer charges or surcharges for terminating a call to other wireless carriers, such as international mobile termination charges. The amount of the charges and surcharges imposed may vary.
- 4.2 Definitions.** "MRC" means monthly recurring charge. "NRC" means non-recurring charge. "NPA-NXX" includes successor NPA-NXXs due to introduction of a new area code.
- 4.3 Credits and Discounts.** Customer must be in compliance with all material terms and conditions of this Attachment to be eligible for any Credits or Discounts under this Attachment.
- 4.4 Third Party Agents.** Unless expressly stated otherwise, the pricing terms in this Attachment may not be available if an indirect sales agent is involved in the transaction.

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SOLE SOURCE PURCHASE DATA SHEET

Date: 8-12-2014 PR No.: 21670 Requestor: Jeff Keith Phone No.: 850-651-7189
Department/Division: Water and Sewer
Item Description: Sprint T1 communications circuit for SCADA

Requesting Department's Suggested Vendor: Sprint Communications

Vendor's Address: 4900 Bayou Blvd Suite 204, Pensacola Florida 32503
Vendor's Telephone No.: 1-877-263-5720 Point of Contact: Lori Carl

Sole Source Justification: See attachment for justification.

Jeff Keith 8/13/2014
Requesting Department Director Signature Date

REVIEW BY PURCHASING DEPARTMENT
VERIFY IF OTHER SOURCES OF SUPPLY MEETS THIS NEED

Vendor #1 Contact: _____ Phone No.: _____
Vendor #2 Contact: _____ Phone No.: _____
Vendor #3 Contact: _____ Phone No.: _____

Buyer Comments:

Signature of Buyer Who Reviewed _____ Date _____

Purchasing Services Coordinator Comments:

Purchasing Services Coordinator Signature _____ Date _____

PURCHASING MANUAL - SOLE SOURCE DETERMINATION

Comments:

Approve: ZF _____ Disapprove: _____

Amount of Purchase: _____ Date: _____
Zan Fedorak 8/19/14
Purchasing Director Signature Date

OCWS currently utilizes a Cox Business Communications data connection to provide outside connectivity to the IP private networks hosted through Sprint and Verizon. This connection has proven to be unreliable and difficult to work with the support elements. Due to this we researched alternate solutions and discovered that Sprint/Century Link offers the only T1 dedicated circuits in this area. Level 3 communications is the other provider in the area but they do not have service to the OCWS building at 1804 Lewis Turner Blvd, Fort Walton Beach Florida 32547.

A dedicated T1 circuit will provide a 99% availability as well as a set of strict Service Level Agreements on repair, should an outage occur. We will be able to call a support center that is staffed with Tier II and Tier III support engineers on a 24/7 365 day basis. In addition, we will be granted access to a support website where we will be able to communicate, via text, with the engineering staff and review status of any repair tickets. This circuit will be connected directly to the OCWS SCADA firewall and will provide a dedicated communications path to all Sprint and Verizon wireless communication modems we deploy to remote locations.



CERTIFICATE OF LIABILITY INSURANCE

4/1/2015

DATE (MM/DD/YYYY)
3/19/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Continental Casualty Company		20443
INSURER B: American Casualty Company of Reading, PA		20427
INSURER C: Transportation Insurance Company		20494
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES SPRCO03 CERTIFICATE NUMBER: 2606514 REVISION NUMBER: XXXXXXXX


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB. <input checked="" type="checkbox"/> *TENANTS LEGAL LIAB. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	N	N	GL5082521363	4/1/2014	4/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	BUA5082521329	4/1/2014	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Garagekeepers \$ Included EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
				NOT APPLICABLE			
C B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC5082521282(RETRO) WC5082521296(DEDUCTIBLE) WC5082521279 (CA) N/A IN MONOPOLISTIC STATES	4/1/2014 4/1/2014 4/1/2014	4/1/2015 4/1/2015 4/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 *FIRE DAMAGE IS INCLUDED IN BROADER TENANT'S LEGAL LIABILITY FORM WITH LIMITS OF \$1,000,000 PER OCCURRENCE. RE: SITE NO. FL278P, SHALIMAR IS AN ADDITIONAL INSURED AS REQUIRED BY CONTRACT AND SUBJECT TO POLICY TERMS AND CONDITIONS.

Site ID: FL278P

CERTIFICATE HOLDER**CANCELLATION** See Attachment

2606514 OSKALOOSA COUNTY 802- C NORTH PEARL CRESTVIEW FL 32536	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

SHOULD ANY OF THE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL WRITTEN NOTICE IN ACCORDANCE WITH THE POLICY PROVISIONS TO THE CERTIFICATE HOLDER NAMED WITHIN THE STATED TIME FRAMES OF 30 DAYS, EXCEPT FOR REASON OF NON-PAYMENT OF PREMIUM AT 10 DAYS. FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.