

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/8/2001

Contract/Lease Control #: C02-0635-EMI-35

Bid #: N/A Contract/Lease Type: AGREEMENT

Award To/Lessee: CINGULAR WIRELESS, LLC

Lessor: \_\_\_\_\_

Effective Date: 10/5/2001

Term: INDEFINITE

Description of Contract/Lease: 9-1-1 NON DISCLOSURE AGREEMENT

Department Manager: EMERGENCY SERVICES 9-1-1

Department Monitor: G. BAGGETT

Monitor's Telephone #: 651-8082

Monitor's FAX #: 651-7560

Date Closed: \_\_\_\_\_

C02-0635-PS



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/22/2018

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).

|                                                                                                                                   |  |                                                                                                                                                       |  |
|-----------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Marsh USA Inc.<br>701 Market Street, Suite 1100<br>St. Louis, MO 63101<br>Attn: ATT.CertRequest@marsh.com      |  | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext):<br>E-MAIL ADDRESS:<br>FAX (A/C, No):                                                                    |  |
| 018566-GAW-CRT-18-19                                                                                                              |  | X DrRobe                                                                                                                                              |  |
| <b>INSURED</b><br>New Cingular Wireless PCS, LLC<br>One AT&T Plaza<br>208 South Akard Street,<br>Room 1830.06<br>Dallas, TX 75202 |  | <div style="border: 2px solid black; padding: 5px; text-align: center;"> <b>RECEIVED</b><br/>         JUN 06 2018<br/>         BY: PURCH       </div> |  |
|                                                                                                                                   |  | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                  |  |
|                                                                                                                                   |  | <b>INSURER A :</b> Old Republic Insurance Company                                                                                                     |  |
|                                                                                                                                   |  | <b>INSURER B :</b>                                                                                                                                    |  |
|                                                                                                                                   |  | <b>INSURER C :</b>                                                                                                                                    |  |
|                                                                                                                                   |  | <b>INSURER D :</b>                                                                                                                                    |  |
|                                                                                                                                   |  | <b>INSURER E :</b>                                                                                                                                    |  |
|                                                                                                                                   |  | <b>INSURER F :</b>                                                                                                                                    |  |

**COVERAGES**      **CERTIFICATE NUMBER:** CHI-007322088-10      **REVISION NUMBER:**

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<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | MWZY 313636                             | 06/01/2018               | 06/01/2019               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ N/A<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 10,000,000<br>PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                 |           |          | MWTB 313635<br>MWZX 313637 (MI)         | 06/01/2018<br>06/01/2018 | 06/01/2019<br>06/01/2019 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                 |
|          | <input type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                    |           |          |                                         |                          |                          | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                        |
| A        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                      |           |          | MWC 313638 00                           | 06/01/2018               | 06/01/2019               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                 |
| A        | <input checked="" type="checkbox"/> Excess Workers' Compensation / Employers' Liability                                                                                                                                                                                                                         |           |          | MWXS 313639 (OH, WA)<br>See Second Page | 06/01/2018               | 06/01/2019               | EL Each Accident / EL Disease 1,000,000<br>EL Disease-Policy Limit 1,000,000                                                                                                                                                              |

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

Certificate Holder is included as Additional Insured under the General Liability and Automobile Liability policies but only w

**Contract # C02-0635-PS**  
**CINGULAR WIRELESS, LLC**  
**9-1-1 NON DISCLOSURE AGREEMENT**  
**EXPIRES: INDEFINITE**

|                                                                                                                     |  |                                                                                                                                                                                                                                                                                           |  |
|---------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>CERTIFICATE HOLDER</b><br>Okaloosa County Water & Sewer<br>1804 Lewis Turner Blvd<br>Fort Walton Beach, FL 32547 |  | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>of Marsh USA Inc.<br>Manashi Mukherjee <i>Manashi Mukherjee</i> |  |
|---------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

AGENCY CUSTOMER ID: 018566

LOC #: St. Louis



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

|                          |           |                                                                                                                                  |  |
|--------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------------|--|
| AGENCY<br>Marsh USA Inc. |           | NAMED INSURED<br>New Cingular Wireless PCS, LLC<br>One AT&T Plaza<br>208 South Akard Street,<br>Room 1830.06<br>Dallas, TX 75202 |  |
| POLICY NUMBER            |           | EFFECTIVE DATE:                                                                                                                  |  |
| CARRIER                  | NAIC CODE |                                                                                                                                  |  |

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Excess Workers' Compensation - MWXS 313639 (OH-WA)  
Self-Insured Retentions  
OH & WA - \$600,000,000 (except Terrorism)  
OH & WA - \$600,000,000 Terrorism

\*\*\*\*\*

Excess Automobile Liability - MWZX 313637 (MI)  
Combined Single Limit - \$1,000,000  
Self-Insured Retention - \$1,000,000



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|                                                                                                                                   |  |                                                                                                                                                                            |  |
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| 018566-GAW-CRT-18-19      X      DrRobe                                                                                           |  | <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>                                                                                                                         |  |
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**RECEIVED**  
 JUN 06 2018  
 BY: Purch

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: Okaloosa Water Tank

Certificate Holder is included as Additional Insured under the General Liability and Automobile Liability policies but only with respect to the requirements of the contract between the Certificate Holder and the Insured.

CO2-0635-PS

**CERTIFICATE HOLDER**      **CANCELLATION**

|                                                                                        |                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Okaloosa County Water & Sewer<br>1804 Lewis Turner Blvd<br>Fort Walton Beach, FL 32547 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>of Marsh USA Inc.<br>Manashi Mukherjee <i>Manashi Mukherjee</i> |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



**ADDITIONAL REMARKS SCHEDULE**

|                                 |                  |                                                                                                                                         |  |
|---------------------------------|------------------|-----------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>AGENCY</b><br>Marsh USA Inc. |                  | <b>NAMED INSURED</b><br>New Cingular Wireless PCS, LLC<br>One AT&T Plaza<br>208 South Akard Street,<br>Room 1830.06<br>Dallas, TX 75202 |  |
| <b>POLICY NUMBER</b>            |                  | <b>EFFECTIVE DATE:</b>                                                                                                                  |  |
| <b>CARRIER</b>                  | <b>NAIC CODE</b> |                                                                                                                                         |  |

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**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Excess Workers' Compensation - MWXS 313639 (OH-WA)  
 Self-Insured Retentions  
 OH & WA - \$500,000,000 (except Terrorism)  
 OH & WA - \$600,000,000 Terrorism

\*\*\*\*\*

Excess Automobile Liability - MWZX 313637 (MI)  
 Combined Single Limit - \$1,000,000  
 Self-Insured Retention - \$1,000,000

## Peggy Blanton

---

**From:** Robert Murphy  
**Sent:** Thursday, June 7, 2018 2:39 PM  
**To:** Peggy Blanton  
**Subject:** RE: New Cingular Wireless - COI

Thank you –

This is ours under C02-0635-PS for 9-1-1 services. We will update records!

### **Robert Murphy, CMCP**

911 Communications Division Chief  
Okaloosa County Public Safety  
90 College Blvd East  
Niceville, FL 32578  
Office: 850-689-5607  
Cell: 850-585-3565  
Fax: 850-651-7170  
Email: [rmurphy@myokaloosa.com](mailto:rmurphy@myokaloosa.com)  
[www.AlertOkaloosa.Website](http://www.AlertOkaloosa.Website)



**Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.**

**From:** Peggy Blanton  
**Sent:** Thursday, June 7, 2018 10:53  
**To:** Robert Murphy <[rmurphy@myokaloosa.com](mailto:rmurphy@myokaloosa.com)>  
**Subject:** New Cingular Wireless - COI

Attached is a COI I received yesterday. Per my email below, I checked with Water & Sewer to see if this was theirs and they recommended I contact you. Please review the attached COI and advise. Thank you.

*Peggy Blanton*

Peggy Blanton  
Executive Assistant II  
Okaloosa County Purchasing Department  
850.689.5960 Ext. 6962  
[pblanton@myokaloosa.com](mailto:pblanton@myokaloosa.com)

# Cingular Wireless LLC

## E911 PHASE I - SERVICE ORDER FORM

Order No. \_\_\_\_\_

### CARRIER:

Cingular Wireless LLC  
5201 Congress Avenue  
Boca Raton, FL 33487  
Fax

**Carrier Contact - 24x7x365**  
Name: Regional Network Operation Center  
Phone: ~~877-598-2692~~ 305-319-0000

**Carrier Notification contact:**  
Cingular Wireless Legal Department  
5565 Glenridge Connector  
Glenridge Highlands II  
Atlanta, GA 30342

Anticipated Activation Date:

### CUSTOMER:

Ordered by: Okaloosa County Board of Commissioners  
Type of Entity: ~~Okaloosa~~ 602 A North Pearl Street  
Address: Crestview, FL 32536

**Customer Contact - 24x7x365**  
Name: Georgia Baggett  
Phone: ~~850-689-5605~~ Fax  
Normal Business Line

PSAP Service Jurisdictions: Okaloosa County, Crestview Police Department

### Cost Recovery Entity:

#### Representations and Warranties:

Customer is legally authorized to execute this E911 Phase I Service Order on behalf of the above named Entity(s); Customer has the capability of receiving and utilizing the data elements associated with E911 service, a mechanism is in place for the recovery of the Public Safety Answering Point 's (PSAP) costs of the Phase I E911 service, and in consideration of the mutual promises and covenants stated herein, Customer agrees to the terms and conditions stated below and on the reverse side (page 2) of this Service Order Form. The parties will use their best efforts to meet the mutually agreed upon testing and implementation schedule.

### Agreed and Accepted: CARRIER CUSTOMER

Signed: \_\_\_\_\_  
By: David Jordan  
Title: MANAGER OF ENGINEERING  
Date: 10/29/01

OKALOOSA COUNTY DATE: 10/5/01  
Chris Holley  
CHRIS HOLLEY, COUNTY MANAGER

**Service Description:** Pursuant to this Service Order Form, hereinafter referred to as the Agreement ("Agreement"), Carrier shall provide E911 Phase I Service ("Service") to and for the sole benefit of Customer, in compliance with 47 C.F.R. Section 20.18, but only in such portions of PSAP Service Jurisdictions, identified above, that Carrier operates its wireless service. Such Service shall be provided pursuant to functional specifications set forth in the Carrier's, or its subcontractor's, procedures. A copy of functional specifications will be provided to Customer as part of the testing and implementation process.

**Confidential Information:** The attached "Information Exchange Agreement Phase 1" between the parties is incorporated by reference herein and governs the exchange of confidential information for purposes of this Agreement. Where a separate "Information Exchange Agreement Phase 1"

has not been executed between the parties, the following shall apply: In order for the parties to perform their respective obligations under this order for Service, it may be necessary for either party to disclose to the other party proprietary or confidential information. Such information acquired by either party, whether in writing or orally, from the other party shall be and shall remain the exclusive property of the disclosing party. Each party agrees to use such proprietary and confidential information solely for the purposes of performing its obligations under this Agreement, and to hold all agents and third party recipients of information to the same confidentiality standards. In the event Customer receives a request pursuant to a state "Public Records" law, (or other similar state disclosure of public records laws), for documents containing information which is arguably confidential or proprietary, Customer will use its best efforts to provide oral notice of such request to the Carrier Notification contact as soon as possible. Nothing

contained in this section shall be construed as a license or permission to make, use, or sell the confidential information derived therefrom.

**Term:** This Agreement is effective on the date of Customer's signature, ("Effective Date") and shall remain in effect for three (3) years thereafter ("Initial Term"). This Agreement shall automatically renew for successive one (1) year terms ("Subsequent Term") unless written notice of termination is given to the other party not less than ninety (90) days prior to the expiration of the Initial Term or any Subsequent Term.

**No Assumption of Liability:** In no event shall either party be liable for special, indirect or consequential damages except as may otherwise be provided for in this Agreement. The parties agree that the "Wireless Communications and Public Safety Act of 1999" (47 USC 609 et seq.) is hereby incorporated into this Agreement by reference and shall govern the parties' liability and immunity for E911 Service provided to Carrier's subscribers under this Agreement. In the event that any third party should assert a claim against either of the parties that arises from the provision of E911 services by the parties under this Agreement, to the extent 47 USC 609 et seq. would not apply to limit a party's liability for such a claim, the other party agrees to indemnify, defend and hold the first party free and harmless from and against any damages, cost, expense, obligation or liability whatsoever, of any kind or character, including, but not limited to, attorneys' fees and disbursements, to the extent that such damages, cost, expense, obligation or liability arises or results from the other party's acts or omissions. Nothing in this section shall limit either party's liability to the other for willful or intentional misconduct.

**Delay/Force Majeure.** Both parties shall exercise reasonable efforts in performing obligations pursuant to this Agreement, but neither party shall be liable for any delays resulting from circumstances beyond its reasonable good faith control, including acts of third parties and acts of God.

**No Third-Party Beneficiary Relationship or Liability Created.** Carrier offers Service to Customer solely as an aid in Customer's provision of E911 Service. Carrier's provision of Service to Customer does not create any relationship or obligation, direct or indirect, to any person or entity other than Customer.

**DISCLAIMER OF WARRANTIES:** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NO PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR ANY SERVICE (OR GOOD) PROVIDED UNDER THIS AGREEMENT. CARRIER PROVIDES A SERVICE UNDER THIS AGREEMENT AND NOT "GOODS" AS DEFINED IN THE UNIFORM COMMERCIAL CODE.

**Independent Contractor.** Carrier's relationship with Customer under this Agreement is that of an independent contractor.

**Assignment:** The parties to this Agreement may not assign any of their rights nor delegate any of their obligations under this Agreement without the prior written consent of the other party (which consent shall not be unreasonably withheld), except that Carrier may assign its rights or delegate its duties under this Agreement to any of its affiliates, to the surviving entity in a merger or consolidation or to a purchaser of substantially all of the assets of the business to which this Agreement relates without Customer's written consent. All the terms and provisions of this Agreement will be binding upon and inure to the benefit of and be enforceable by the parties and their respective permitted successors/assigns.

**Amendment/Modification.** Any provision of this Agreement may be amended and the observance of any provision may be waived only in writing  
May 24, 2001

signed by a duly authorized representative of each of the parties. Carrier may modify this Agreement upon thirty (30) days written notice to Customer, if there is a change in an applicable law or regulation or if Carrier should sell or otherwise dispose of all or part of its wireless communications service license for the provision of wireless communication service in any portion of the PSAP Service Jurisdictions. Upon such event, this Agreement may be modified only as appropriate to reflect such disposition, which shall include removal of the relevant area from this Agreement. Any term or provision of this Agreement which is held to be invalid, void, unenforceable or illegal will in no way affect, impair or invalidate the remaining terms or provisions which shall remain in full force and effect consistent with the original intent of the parties.

**Governing Law.** This Agreement shall be governed by the laws and regulations of the state in which the Service is provided, as well as applicable federal laws and regulations.

**Dispute Resolution:** The Parties agree to attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement. In the event formal action should be required, the parties shall first engage in formal mediation conducted by a mutually agreed upon third party. Notwithstanding the foregoing, Carrier may seek injunctive relief from any court having jurisdiction for suspected breach of confidentiality obligations.

**Entire Agreement.** This Agreement, together with the Service Acceptance Form, Information Exchange Agreement Phase 1, and Fee Schedule, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the provision of E911 Phase I Service.

**Carrier Agrees to:**

- Make good faith efforts to implement Service in the areas described herein and on the schedule agreed to by the parties.
- Contract with the 911 network provider to provide interconnection facilities.
- Transmit 911 calls from all wireless telephones that are technically capable of communication in the frequency bands licensed to Carrier for the Carrier service area, and which are received by a Carrier Mobile Switching Center (MSC) within the Carrier service area.
- Reasonably cooperate with PSAP and all necessary third parties in all aspects of implementing, scheduling, testing, verifying and operating service, including notifying any and all parties of any network changes or changes in data to be delivered to premise equipment.

**Customer Agrees to:**

- Have sole responsibility to answer, respond to, transfer, terminate or otherwise handle E911 telephone calls, to dispatch or arrange to dispatch emergency services.
- Furnish Carrier, at Customer's reasonable expense, all technical matter, data and information as determined by Carrier to be necessary under this Agreement.
- Provide access to Customer's premises, as needed by Carrier or its subcontractors.
- Sign Service Acceptance Form prior to commercial use.
- Cooperate in the development of an implementation plan which will establish target dates for actions necessary for installation and activation of Service;
- Cooperate with Carrier, supplier or third-parties in all aspects of implementing, testing, verifying, and operating Service, including notifying any and all parties of any PSAP jurisdiction area changes or changes in data to be delivered to premise equipment.

**The parties further agree that:**

- Carrier's reasonable costs for the services rendered to the Customer under this agreement shall be paid by the Cost Recovery Entity per the attached Fee Schedule.
- Implementation and scheduling of Service is dependent on agreement



of the Cost Recovery Entity to pay the reasonable costs of Carrier for

providing such service per the attached Fee schedule.

# Cingular Wireless LLC

CONTRACT: 9-1-1 NONDISCLOSURE  
AGREEMENT  
CONTRACT NO.: C02-0635-EMI-35  
CINGULAR WIRELESS, LLC  
EXPIRES: INDEFINITE

## E911 PHASE I - SERVICE ORDER FORM

### CARRIER:

Cingular Wireless LLC  
5201 Congress Avenue  
Boca Raton, FL 33487  
Fax

**Carrier Contact – 24x7x365**  
Name: Regional Network Operation Center  
Phone: 877-536-2692 305-319-0000

### Carrier Notification contact:

Cingular Wireless Legal Department  
5565 Glenridge Connector  
Glenridge Highlands II  
Atlanta, GA 30342

Anticipated Activation Date:

### CUSTOMER:

Ordered by: Okaloosa County Board of Commissioners  
Type of Entity: 602 A North Pearl Street  
Address: Crestview, FL 32536

**Customer Contact – 24x7x365**  
Name: Georgia Baggett  
Phone: 850-689-5605 Fax  
Normal Business Line

PSAP Service Jurisdictions: Okaloosa County, Crestview Police Department

### Cost Recovery Entity:

### Representations and Warranties:

Customer is legally authorized to execute this E911 Phase I Service Order on behalf of the above named Entity(s); Customer has the capability of receiving and utilizing the data elements associated with E911 service, a mechanism is in place for the recovery of the Public Safety Answering Point 's (PSAP) costs of the Phase I E911 service, and in consideration of the mutual promises and covenants stated herein, Customer agrees to the terms and conditions stated below and on the reverse side (page 2) of this Service Order Form. The parties will use their best efforts to meet the mutually agreed upon testing and implementation schedule.

### Agreed and Accepted:

CARRIER

CUSTOMER

Signed: Mauro Jorda  
By: \_\_\_\_\_  
Title: MANAGER OF ENGINEERING  
Date: 10/29/01

OKALOOSA COUNTY DATE: 10/5/01  
Chris Holley  
CHRIS HOLLEY, COUNTY MANAGER

**Service Description:** Pursuant to this Service Order Form, hereinafter referred to as the Agreement ("Agreement"), Carrier shall provide E911 Phase I Service ("Service") to and for the sole benefit of Customer, in compliance with 47 C.F.R. Section 20.18, but only in such portions of PSAP Service Jurisdictions, identified above, that Carrier operates its wireless service. Such Service shall be provided pursuant to functional specifications set forth in the Carrier's, or its subcontractor's, procedures. A copy of functional specifications will be provided to Customer as part of the testing and implementation process.

**Confidential Information:** The attached "Information Exchange Agreement Phase 1" between the parties is incorporated by reference herein and governs the exchange of confidential information for purposes of this Agreement. Where a separate "Information Exchange Agreement Phase 1"

has not been executed between the parties, the following shall apply: In order for the parties to perform their respective obligations under this order for Service, it may be necessary for either party to disclose to the other party proprietary or confidential information. Such information acquired by either party, whether in writing or orally, from the other party shall be and shall remain the exclusive property of the disclosing party. Each party agrees to use such proprietary and confidential information solely for the purposes of performing its obligations under this Agreement, and to hold all agents and third party recipients of information to the same confidentiality standards. In the event Customer receives a request pursuant to a state "Public Records" law, (or other similar state disclosure of public records laws), for documents containing information which is arguably confidential or proprietary, Customer will use its best efforts to provide oral notice of such request to the Carrier Notification contact as soon as possible. Nothing

contained in this section shall be construed as a license or permission to make, use, or sell the confidential information derived therefrom.

**Term:** This Agreement is effective on the date of Customer's signature, ("Effective Date") and shall remain in effect for three (3) years thereafter ("Initial Term"). This Agreement shall automatically renew for successive one (1) year terms ("Subsequent Term") unless written notice of termination is given to the other party not less than ninety (90) days prior to the expiration of the Initial Term or any Subsequent Term.

**No Assumption of Liability:** In no event shall either party be liable for special, indirect or consequential damages except as may otherwise be provided for in this Agreement. The parties agree that the "Wireless Communications and Public Safety Act of 1999" (47 USC 609 et seq.) is hereby incorporated into this Agreement by reference and shall govern the parties' liability and immunity for E911 Service provided to Carrier's subscribers under this Agreement. In the event that any third party should assert a claim against either of the parties that arises from the provision of E911 services by the parties under this Agreement, to the extent 47 USC 609 et seq. would not apply to limit a party's liability for such a claim, the other party agrees to indemnify, defend and hold the first party free and harmless from and against any damages, cost, expense, obligation or liability whatsoever, of any kind or character, including, but not limited to, attorneys' fees and disbursements, to the extent that such damages, cost, expense, obligation or liability arises or results from the other party's acts or omissions. Nothing in this section shall limit either party's liability to the other for willful or intentional misconduct.

**Delay/Force Majeure.** Both parties shall exercise reasonable efforts in performing obligations pursuant to this Agreement, but neither party shall be liable for any delays resulting from circumstances beyond its reasonable good faith control, including acts of third parties and acts of God.

**No Third-Party Beneficiary Relationship or Liability Created.** Carrier offers Service to Customer solely as an aid in Customer's provision of E911 Service. Carrier's provision of Service to Customer does not create any relationship or obligation, direct or indirect, to any person or entity other than Customer.

**DISCLAIMER OF WARRANTIES: NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NO PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR ANY SERVICE (OR GOOD) PROVIDED UNDER THIS AGREEMENT. CARRIER PROVIDES A SERVICE UNDER THIS AGREEMENT AND NOT "GOODS" AS DEFINED IN THE UNIFORM COMMERCIAL CODE.**

**Independent Contractor.** Carrier's relationship with Customer under this Agreement is that of an independent contractor.

**Assignment:** The parties to this Agreement may not assign any of their rights nor delegate any of their obligations under this Agreement without the prior written consent of the other party (which consent shall not be unreasonably withheld), except that Carrier may assign its rights or delegate its duties under this Agreement to any of its affiliates, to the surviving entity in a merger or consolidation or to a purchaser of substantially all of the assets of the business to which this Agreement relates without Customer's written consent. All the terms and provisions of this Agreement will be binding upon and inure to the benefit of and be enforceable by the parties and their respective permitted successors/assigns.

**Amendment/Modification.** Any provision of this Agreement may be amended and the observance of any provision may be waived only in writing

signed by a duly authorized representative of each of the parties. Carrier may modify this Agreement upon thirty (30) days written notice to Customer, if there is a change in an applicable law or regulation or if Carrier should sell or otherwise dispose of all or part of its wireless communications service license for the provision of wireless communication service in any portion of the PSAP Service Jurisdictions. Upon such event, this Agreement may be modified only as appropriate to reflect such disposition, which shall include removal of the relevant area from this Agreement. Any term or provision of this Agreement which is held to be invalid, void, unenforceable or illegal will in no way affect, impair or invalidate the remaining terms or provisions which shall remain in full force and effect consistent with the original intent of the parties.

**Governing Law.** This Agreement shall be governed by the laws and regulations of the state in which the Service is provided, as well as applicable federal laws and regulations.

**Dispute Resolution:** The Parties agree to attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement. In the event formal action should be required, the parties shall first engage in formal mediation conducted by a mutually agreed upon third party. Notwithstanding the foregoing, Carrier may seek injunctive relief from any court having jurisdiction for suspected breach of confidentiality obligations.

**Entire Agreement.** This Agreement, together with the Service Acceptance Form, Information Exchange Agreement Phase 1, and Fee Schedule, constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral, with respect to the provision of E911 Phase I Service.

**Carrier Agrees to:**

- Make good faith efforts to implement Service in the areas described herein and on the schedule agreed to by the parties.
- Contract with the 911 network provider to provide interconnection facilities.
- Transmit 911 calls from all wireless telephones that are technically capable of communication in the frequency bands licensed to Carrier for the Carrier service area, and which are received by a Carrier Mobile Switching Center (MSC) within the Carrier service area.
- Reasonably cooperate with PSAP and all necessary third parties in all aspects of implementing, scheduling, testing, verifying and operating service, including notifying any and all parties of any network changes or changes in data to be delivered to premise equipment.

**Customer Agrees to:**

- Have sole responsibility to answer, respond to, transfer, terminate or otherwise handle E911 telephone calls, to dispatch or arrange to dispatch emergency services.
- Furnish Carrier, at Customer's reasonable expense, all technical matter, data and information as determined by Carrier to be necessary under this Agreement.
- Provide access to Customer's premises, as needed by Carrier or its subcontractors.
- Sign Service Acceptance Form prior to commercial use.
- Cooperate in the development of an implementation plan which will establish target dates for actions necessary for installation and activation of Service;
- Cooperate with Carrier, supplier or third-parties in all aspects of implementing, testing, verifying, and operating Service, including notifying any and all parties of any PSAP jurisdiction area changes or changes in data to be delivered to premise equipment.

**The parties further agree that:**

- Carrier's reasonable costs for the services rendered to the Customer under this agreement shall be paid by the Cost Recovery Entity per the attached Fee Schedule.
- Implementation and scheduling of Service is dependent on agreement



### E911 PHASE II AMENDMENT

The E911 Phase I Service Order Form ("Agreement") entered into by and between Okaloosa County, FL ([JURISDICTION]), and Cingular Wireless, LLC ("Cingular"), on 10/25/01 is hereby amended as follows:

1. Phase II E911 Service.

- a. Cingular currently provides Phase I E911 Service to [Jurisdiction] under the Agreement and seeks to expand its E911 service offering to include Phase II E911 Service, which provides [JURISDICTION] latitude and longitude coordinates of a wireless handset that places a 911 Call, as required by Federal Communications Commission ("FCC") reports, orders, consent decrees, clarifications, and rulings in CC Docket No. 94-102, ("FCC Orders").
- b. [JURISDICTION] has made a written request to Cingular for Phase II E911 Service and has (1) a funding mechanism in place to recover its costs of the facilities and equipment needed to receive and utilize the E911 elements, (2) ordered the equipment needed to receive and utilize the E911 data and the equipment will be installed and capable of receiving and utilizing that data within six (6) months, and (3) made a timely request to the appropriate local exchange carrier for the necessary trunking and other facilities, including any necessary Automatic Identification Location (ALI) database upgrades, to enable the E911 data to be transmitted to [JURISDICTION].
- c. Therefore, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cingular and [JURISDICTION] shall implement Phase II E911 Service as provided in this amendment.

2. Cingular's Responsibilities. The responsibilities of Cingular as set forth in the Agreement shall be amended to include the following provisions:

- a. In accordance with the requirements of the "FCC Orders" and this Amendment, Cingular shall continue to provide Phase I E911 Service for 9-1-1 calls processed through its

Commercial Mobile Radio Service system, though a different technology may be used, and shall expand the service to include Phase II E911 Service.

- b. Cingular shall cooperate and work in good faith with [JURISDICTION] and any necessary third parties (including, but not limited to, E911 Service Provider(s), ALI/DMS system provider(s), other jurisdictions, and Vendor(s)), to provide Phase II E911 Service to [JURISDICTION].

3. **[JURISDICTION] Responsibilities.** The responsibilities of [JURISDICTION] as set forth in the Agreement shall be amended to include the following provisions:

- a. [JURISDICTION] agrees to cooperate and work in good faith with Cingular, and, where necessary as determined by Cingular, with third parties (including, but not limited to, Vendors, ALI/DMS system providers, other jurisdictions, and other wireless service providers) for the successful implementation and provision of Phase II E911 Service.
- b. [JURISDICTION] understands the differences among and the limits of particular Phase II technologies and also understands the continued importance of utilizing traditional call probing techniques when responding to E911 calls.

4. **Cost Recovery.**

- a. Cingular's eligible costs for Phase II services rendered to [JURISDICTION] shall be submitted for payment to the appropriate Cost Recovery Entity, The State of Florida Wireless E911 Board.

5. **Miscellaneous Terms.**

- a. In any conflict between the provisions of this Amendment and of the Phase I agreement, the provisions of this Amendment will control.
- b. Any previous or existing "Information Exchange Agreement Phase I" or non-disclosure agreements are hereby modified by reference to include Phase II information as well.
- c. The term of this Phase II amendment is two (2) years automatically renewed for successive one (1) year terms unless ninety (90) days prior written notice of termination is provided at any time during the initial or any renewal term. In the event that Phase II service is terminated, Phase I service shall continue under the terms of the original agreement unless terminated or modified pursuant to that agreement.
- d. Cingular currently routes all wireless E911 calls based on the location of the cell sector processing the call. The implementation of Phase II technology may create the possibility for Cingular to route wireless E911 calls according to the primary latitude and longitude of the call, otherwise known as "coordinate based routing." When this capability becomes available

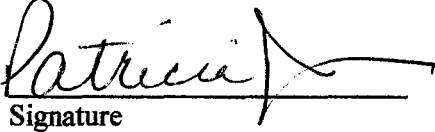
within the Cingular system, Cingular may offer [JURISDICTION] the choice of either cell sector routing or coordinate based routing. Should this offer be extended and [Jurisdiction] choose coordinate based routing, Cingular will require written notice to effect this change.

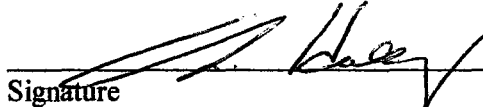
- e. Cingular's network technology must comply with the accuracy standards set forth in its Consent Decrees with the Federal Communications Commission ("FCC"). As required by the Consent Decrees and Section 20.18(h)(1) of the FCC's Rules, Cingular's network-based technology for delivering E911 Phase II location information must meet the following standards for location accuracy: 100 meters for 67% of calls, 300 meters for 95 % of calls. Cingular derives its network-wide location accuracy by selecting the 67 percent and 95 percent accuracy numbers from a set of test data weighted in accordance with the FCC's OET Bulletin No. 71, Guidelines for Testing and Verifying the Accuracy of Wireless E911 Location Systems, Apr. 12, 2000. This standard recognizes that there will be a variance in location accuracy from call to call and that it may not be possible to locate all calls. Cingular's location determination technology is compliant with these standards. **Cingular does not warrant the accuracy or correctness of "Confidence" and "Uncertainty" information that may be delivered to [JURISDICTION] for any individual call.**

The parties have executed this Amendment to the Agreement on the last date signed below.

Cingular Wireless, LLC  
"Cingular"

Okaloosa County, FL  
"[JURISDICTION]"

  
Signature

  
Signature

Patricia Jones  
Name (Typed or Printed)

CHRIS HOLLEY  
Name (Typed or Printed)

NII Manager - Network Operations  
Title

COUNTY MANAGER  
Title

3-16-05  
Date

6/30/05  
Date