

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/14/2019

Contract/Lease Control #: C19-2770-IT

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: COX BUSINESS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/02/2019

Expiration Date: 01/01/2024 W/ RENEWALS

Description of Contract/Lease: LICENSE AGREEMENT-BUILDING ACCESS

Department: IT

Department Monitor: SAMBENEDETTO

Monitor's Telephone #: 850-651-7570

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

Closed:

Cc: Finance Department Contracts & Grants Office



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2020

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> Arthur J. Gallagher Risk Management Services, Inc. 1050 Crown Pointe Pkwy, Suite 600 Atlanta GA 30338	<b>CONTACT NAME:</b> Linda Smith <b>PHONE (A/C, No, Ext):</b> 678-393-5228 <b>E-MAIL ADDRESS:</b> linda.smith@ajg.com	<b>FAX (A/C, No):</b> 678-393-5240	
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Cox Communications, Inc. Cox Communications Arizona, LLC PO Box 105357 Atlanta GA 30348	<b>INSURER A:</b> National Union Fire Insurance Company of Pittsburg		<b>NAIC #</b> 19445
	<b>INSURER B:</b> Allstate Insurance Company		19399
	<b>INSURER C:</b> New Hampshire Insurance Company		23841
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**                      **CERTIFICATE NUMBER:** 118248620                      **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XS of \$500,000 <input checked="" type="checkbox"/> SELF INSURED RET GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL3980281	1/1/2021	1/1/2022	EACH OCCURRENCE \$ 4,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 4,500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 4,500,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:		CA4888803 (AOS) CA4888804 (VA)	1/1/2021 1/1/2021	1/1/2022 1/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B B B C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC058240101 (AOS) WC058240102 (CA) WC058240103 (FL) WC058240104 (MA,ND,OH,WA,WI,WY)	1/1/2021 1/1/2021 1/1/2021 1/1/2021	1/1/2022 1/1/2022 1/1/2022 1/1/2022	<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)  
 COX COMMUNICATIONS GULF COAST, LLC

**CONTRACT#:** C19-2770-IT  
**COX BUSINESS**  
**LICENSE AGREEMENT BUILDING ACCESS**  
**EXPIRES:** 01/01/2024 W/RENEWALS

<b>CERTIFICATE HOLDER</b>  OKALOOSA COUNTY BOARD OF COMMISSIONERS 101 E. JAMES LEE BLVD. CHESTVIEW FL 32536 USA	<b>CANCELLED</b>  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 <i>Christopher R. Ward</i>
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

**ENDORSEMENT**

This endorsement, effective 12:01 A.M. 01/01/2021 forms a part of

policy No. GL 398-02-81 issued to COXENTERPRISES, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

*This endorsement modifies insurance provided under the following:*

AUTO DEALERS COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
LIQUOR LIABILITY COVERAGE  
FORM MOTOR CARRIER COVERAGE  
FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM  
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM  
RAILROAD PROTECTIVE LIABILITY COVERAGE FORM

**EXTENSION SCHEDULE OF NAMED INSUREDS**

This policy provides coverage for the first Named Insured shown on the declarations page and the following Named Insureds:

COX COMMUNICATIONS, INC.

## ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2021 forms a part of

policy No. CA 488-88-03 issued to COX ENTERPRISES, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

*This endorsement modifies insurance provided under the following:*

AUTO DEALERS COVERAGE FORM  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM BUSINESS AUTO  
COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM PRODUCTS-  
COMPLETED OPERATIONS LIABILITY COVERAGE FORM RAILROAD PROTECTIVE  
LIABILITY COVERAGE FORM

### EXTENSION SCHEDULE OF NAMED INSUREDS

This policy provides coverage for the first Named Insured shown on the declarations page and the following Named Insureds:

COX COMMUNICATIONS, INC.

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

Procurement/Contract/Lease Number: TBD Tracking Number: 321019

Procurement/Contractor/Lessee Name: Cox Business Grant Funded: YES  NO

Purpose: license agreement - <sup>county</sup> Building Access

Date/Term: 5 yrs 1yr2 renewals 1.  GREATER THAN \$100,000

Amount: NO change 2.  GREATER THAN \$50,000

Department: IT 3.  \$50,000 OR LESS

Dept. Monitor Name: Sambenedetto

**Purchasing Review**

Procurement or Contract/Lease requirements are met:

DeRita Mason Date: 12-11-18

Purchasing Manager or designee Jeff Hyde, DeRita Mason, Victoria Taravella

**2CFR Compliance Review (if required)**

Approved as written: no federal

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

Grants Coordinator Danielle Garcia

**Risk Management Review**

Approved as written: see email attached

\_\_\_\_\_ Date: 12-20-18

Risk Manager or designee Laura Porter or Krystal King

**County Attorney Review**

Approved as written: see email attached

\_\_\_\_\_ Date: 12-20-18

County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

**Clerk Finance**

Document has been received:

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

Finance Manager or designee

## DeRita Mason

---

**From:** Lynn Hoshihara  
**Sent:** Thursday, December 20, 2018 9:04 AM  
**To:** DeRita Mason; Parsons, Kerry  
**Subject:** Re: PON 7204296- Building Access Agreement form required

This license agreement is approved as to legal sufficiency.

Lynn M. Hoshihara

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:** DeRita Mason  
**Sent:** Wednesday, December 12, 2018 5:15 PM  
**To:** Parsons, Kerry  
**Cc:** Lynn Hoshihara  
**Subject:** FW: PON 7204296- Building Access Agreement form required

I sent this to you earlier but the department added little change.

---

**From:** Dan Sambenedetto  
**Sent:** Wednesday, December 12, 2018 3:47 PM  
**To:** Jeffrey Hyde <jhyde@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>  
**Subject:** RE: PON 7204296- Building Access Agreement form required

I know you already sent this to legal, but we have a slight mod to the previous document. It should be exactly the same, except this language is added:

***"All access must be coordinated with and escorted by BCC IT staff."***

Sorry for the addition, but it is an important distinction.

Thanks,  
Dan

Dan Sambenedetto, Director  
Department of Information Technology  
Okaloosa County FL  
850-651-7570 Office Main | 850-651-7576 Fax  
[micro@myokaloosa.com](mailto:micro@myokaloosa.com)

---

**From:** Jeffrey Hyde  
**Sent:** Tuesday, December 11, 2018 1:00 PM  
**To:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Cc:** Dan Sambenedetto <[dsambenedetto@myokaloosa.com](mailto:dsambenedetto@myokaloosa.com)>  
**Subject:** FW: PON 7204296- Building Access Agreement form required  
**Importance:** High



COMMUNICATIONS FACILITIES LICENSE AGREEMENT (Commercial)

This Communications Facilities License Agreement ("Agreement") is entered into on 01/02, 2019, by and between Cox Communications Gulf Coast, LLC, d.b.a. Cox Florida Telecom, LP d/b/a Cox Business, on behalf of itself and its affiliates ("Cox") and Okaloosa County Busc ("Owner"). Owner holds title to, or is the authorized agent of the titleholder of the real property located at WOLN PEARL ST ("Property"). The parties agree as follows:

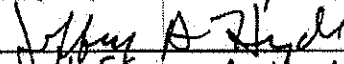
CRESTVIEW, FL 32536

- 1. Grant.** Owner grants Cox permission to install and maintain its communications, distribution and other facilities, including, but not limited to, equipment, electronics, security and automation systems, cabling, wiring and other needed equipment ("Facilities") on the Property to provide voice, video, data, monitored security and automation services, and any other service now or hereafter offered by Cox (collectively, "Services") to occupants at the Property ("Tenants") and to utilize the Property, on a non-exclusive basis, for the transmission of Services and to install and maintain appropriate facilities for such Services. Owner further grants to Cox the non-exclusive right to enter the Property including all common areas to install, connect, disconnect, transfer, service, remove and repair the Facilities during normal business hours, except in case of emergency in which event Cox shall have the right to enter the Property outside of normal business hours. Owner further grants to Cox (i) the right to use any available conduit space which is now, or is hereafter, located upon, under or over the Property, for the installation, operation, maintenance, and removal of Cox's Facilities and (ii) the right to intersect any such existing conduit from the public right of way or from Cox's Facilities located outside of the Property. Owner hereby approves of the construction and installation of the Facilities in accordance with the plans set forth on EXHIBIT A attached hereto, or, if no plans are attached as of the date of execution of this Agreement, the parties will, prior to Cox commencing construction, cooperate in good faith to mutually approve the construction scope of work, and/or plans, as the case may be, such approval not to be unreasonably withheld, conditioned or delayed. If Owner requests, in writing within ninety (90) days after the expiration or earlier termination of this Agreement, Cox shall remove the Facilities (excluding "Internal Wiring" (defined below)) within sixty (60) days after receipt of Owner's request. Otherwise, Cox shall have the right to enter upon the Property and remove any portion or all of the Facilities and such right shall survive the expiration or earlier termination of this Agreement. At Cox's option, wiring and cabling may remain on the Property. The Facilities are and shall remain the sole and exclusive property of Cox and shall not become fixtures of the Property, except for the "Internal Wiring" which is defined as the wiring, ports and outlets located within a commercial unit receiving Services back to the demarcation point.
- 2. Obligations of Cox.** Cox agrees: (i) to pay for any materials and labor reasonably necessary to install the Facilities; (ii) to keep the Property free of liens resulting from Cox's installation or removal of the Facilities; (iii) to repair any damage to the Property if such damage results directly from Cox's installation or removal of the Facilities; (iv) to obtain all applicable government permits for the installation of the Facilities on the Property; (v) to shall maintain (a) Commercial General Liability insurance with a policy limit of at least \$2,000,000 to protect Owner against bodily injury or damage resulting from Cox's negligence or intentional misconduct with respect to the installation, operation or maintenance of the Facilities on the Property, and (b) Worker's Compensation insurance in statutory amounts. Cox insurance policies hereunder shall be with insurers (i) licensed to do business in the state in which the Property is located and (ii) carrying an A.M. Best rating of at least A-VIII. All policies, including any renewals thereof, shall specify that such policy cannot be canceled without at least thirty (30) days written notice to the other party.
- 3. Obligations of Owner.** Owner agrees: (i) not to use, move, disturb, or alter the Facilities, or interfere with the Services, or knowingly permit any third party to do so; (ii) to disclose to Cox any information known to Owner regarding the nature and location of private utility lines located on the Property which are not identifiable under local Utility Protection laws; and (iii) to make available electrical service for the Facilities installed by Cox.
- 4. Indemnification.** Cox agrees to indemnify, defend and hold Owner harmless from all third party claims, suits, proceedings, liabilities, losses, costs, damages, and expenses, including reasonable attorneys' fees (the "Claims") for personal injury or property damages arising out of (a) the negligence or willful misconduct of Cox in connection with Cox's installation or removal of the Facilities at the Property; or (b) Cox's breach of this Agreement beyond any applicable notice and cure periods. Owner agrees to indemnify, defend and hold Cox harmless from all Claims for personal injury or property damages arising out of (a) the negligence or willful misconduct of Owner, its employees or agents; or (b) Owner's breach of this Agreement beyond any applicable notice and cure periods. This provision shall survive the expiration or earlier termination of this Agreement.
- 5. Term.** The "Term" shall begin upon the date of execution by the last signing party hereunder, and continue for five (5) years from the first day of the first full calendar month thereafter. The Term of this Agreement shall automatically renew for consecutive one (1) year terms (each successive year being a "Renewal Term"), provided that either party may terminate this Agreement with at least ninety (90) days prior written notice; however, Owner shall not have the right to terminate this Agreement at any time during which (i) Cox is providing Services, or (ii) Cox has a service agreement in place with any Tenant.

Cox may terminate this Agreement (i) in the event Cox is unable to continue the distribution of any Services because of any law, rule, regulation or judgment of any court (or any similar reason beyond the reasonable control of Cox), (ii) if the applicable franchise or licenses are assigned, terminated, surrendered or revoked for any reason, or (iii) in the event that Cox elects to no longer provide Services to the Property.

6. **Default.** If either party fails to perform any material condition or agreement to be performed or observed by it hereunder and such default is not cured within thirty (30) days after the defaulting party's receipt of written notice from the non-defaulting party, the non-defaulting party may immediately terminate this Agreement by providing written notice to the defaulting party.

7. **Miscellaneous.** This Agreement is the entire understanding between the parties and supersedes any prior agreements or understandings whether oral or written. This Agreement may not be amended except by a written instrument executed by both parties. This Agreement is governed by the laws of the state where the Property is located. Owner acknowledges that (i) this Agreement and Cox's rights granted herein shall be binding upon Owner's successors and assigns, and (ii) Owner shall notify any successor Property owner of Cox's right under this Agreement and provide such party a copy hereof. Each Party has the full right and authority to execute this Agreement and grant the rights and/or accept the obligations contained herein. Owner represents that there are no prior or existing agreements, nor will there be any agreements during the Term, that would be breached by Owner's execution of this Agreement or by Cox's provision of the Services. Cox may assign this Agreement without consent, in whole or part, to (i) to any affiliate of Cox; (ii) any entity merging with, or acquiring substantially all of the assets of, Cox or (iii) any services provider that provides Services to any Tenant. Notices required to be given shall be sent by U.S. Certified Mail, postage prepaid, return receipt requested, or national overnight courier to the address set forth below. Cox shall determine the appropriate date to begin construction and/or installation of the Facilities at the Property and the commencement of the provision of Services to Tenants. Owner shall have no responsibility for the Services provided by Cox, or for the proper functioning of the Facilities. In the event of bankruptcy of any Tenant or Owner, or in the event of a Service disconnection order, Cox shall have the right to enter upon the Property to recover the Facilities.

**OWNER:** Okaloosa County BOCC  
**Signature:**   
**Print Name:** Jeffrey A Hyde  
**Title:** Purchasing Manager  
**Date:** 01/02/2019  
**Address:** 5479A Old Bethel Road  
Crestview FL 32536  
**Property Contact:** Dan Sambenedetto  
**Telephone:** 850-651-7570  
**Email:** micro@myokaloosa.com

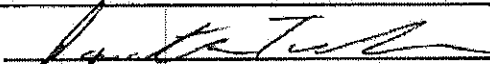
**COX:**  
**Signature:**   
**Print Name:** Jeanette Tucker  
**Title:** Director of Sales, FL & GA  
**Date:** 1/4/19  
**Address:** 3405 McChesney Ln  
Pensacola, FL 32514  
**Telephone:** 850-854-4622  
**Email:** Jeanette.tucker@cox.com



EXHIBIT "A"

Tax Parcel ID Number: 17-31V-23-2490-0051-0010

Site Plan – See Attached