

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 10/01/2021

Contract/Lease Control #: C16-2427-PS

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: COX BUSINESS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2021

Expiration Date: 09/30/2024

Description of: COMMERCIAL SERVICE AGREEMENT

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

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

Closed:

Cc: BCC RECORDS

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

Procurement/Contract/Lease Number: 016-2427-PS Tracking Number: 4415-21
Procurement/Contractor/Lessee Name: COX Grant Funded: YES ___ NO X
Purpose: Commercial service agreement
Date/Term: 3 years 1. GREATER THAN \$100,000
Department #: _____ 2. GREATER THAN \$50,000
Account #: _____ 3. \$50,000 OR LESS
Amount: \$ 18,444.84
Department: PS Dept. Monitor Name: Maddox

Purchasing Review
Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 9-28-21
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)
Approved as written: no federal funds Grant Name: _____
Date: _____
Grants Coordinator _____

Risk Management Review
Approved as written: see email attached 9-28-21 Date: _____
Risk Manager or designee Lisa Price

County Attorney Review
Approved as written: see email attached 9-28-21 Date: _____
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review
Approved as written: _____ Date: _____

IT Review (if applicable)
Approved as written: _____ Date: _____

DeRita Mason

From: Lisa Price
Sent: Tuesday, September 28, 2021 11:25 AM
To: DeRita Mason
Subject: RE: EOC COX Cable C16-2427-PS.pdf

Yes this is approved by Risk.

Lisa Price
Risk Management
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

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 <dmason@myokaloosa.com>
Sent: Tuesday, September 28, 2021 11:23 AM
To: Lisa Price <lprice@myokaloosa.com>
Subject: RE: EOC COX Cable C16-2427-PS.pdf

Is it approved if we get the new COI?

DeRita Mason

From: Lynn Hoshihara
Sent: Tuesday, September 28, 2021 1:26 PM
To: DeRita Mason
Cc: Kerry Parsons; Lisa Price
Subject: Re: EOC COX Cable C16-2427-PS.pdf

This is approved as to legal sufficiency.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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: Tuesday, September 28, 2021 11:32 AM
To: Lynn Hoshihara
Cc: Kerry Parsons; Lisa Price
Subject: FW: EOC COX Cable C16-2427-PS.pdf

Good morning,
Please review and approve the attached. Thanks.

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com



Commercial Services Agreement
9/28/2021

Cox Account Rep:	Carol Knight	Cox System Address
Phone Number:	850-393-5478	99 Eglin Pkwy NE Suites 21 & 22 Fort Walton Beach, FL 32548
Fax Number:		

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	Okaloosa County - Public Safety	Full Name:	Ken Wolfe
Street Address:	90 College Blvd E EOC	Billing Telephone:	(850) 651-7150
City/State/Zip:	Niceville, FL 32578	Fax:	
Billing Address:	1 9TH AVE STE B	Contact Number:	(850) 651-7150
City/State/Zip:	SHALIMAR, FL 32579	Email:	kwolfe@myokaloosa.com
Cox Account #:			

Service Description	Quantity	Term (Months)	Monthly Recurring Service Charges	One Time Service Charges
Bulk DTA Package	24	36	\$0.00	\$0.00
Cox Business TV Bulk Starter	24	36	\$83.28	\$0.00
Business TV Bulk Essential	24	36	\$156.48	\$0.00
Digital Adapter	24	36	\$71.76	\$0.00
Digital Adapter - Bulk Menu	1	36	\$0.00	\$0.00
CB Bulk Video with SetTop Boxes Package	8	36	\$0.00	\$0.00
Cox Business TV Bulk Starter	8	36	\$27.76	\$0.00
Business TV Bulk Essential	8	36	\$52.16	\$0.00
Advanced TV (Digital Gateway)	1	36	\$4.00	\$0.00
Business TV Channel Insertion Svc	1	36	\$75.00	\$0.00
Contour HD Advanced Receiver	8	36	\$68.00	\$0.00
Install Fees				
Business TV Contour Standalone/Client Receiver Install	8	0	\$0.00	\$0.00
Business TV Digital Adapter Install	1	0	\$0.00	\$0.00
CB HD Contour Receiver Self-Install Kit	1	0	\$0.00	\$0.00

Totals:		\$538.44	\$0.00
<small>The service and equipment charges above, except as explicitly set forth in the Special Conditions section, do not include applicable taxes, fees, assessments or surcharges which are additional and may change. Visit http://www.coxbusiness.com/salesandfees for more information.</small>			

CONTRACT: C16-2427-PS
COX BUSINESS
COMMERCIAL SERVICE AGREEMENT
EXPIRES: 09/30/2024

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

Customer Authorized Signature	Cox Communications Gulf Coast, LLC; Cox Florida Telcom, LP
Signature: Jeffrey A Hyde Digitally signed by Jeffrey A Hyde Date: 2021.09.29 08:16:40 -05'00'	Signature: DocuSigned by: Chris Murro
Print:	Print: CH...@COX.COM
Title Position:	Title Position: Enterprise Sales Manager
Date:	Date: 9/29/2021

EXHIBIT A

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

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

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

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

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

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

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

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

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

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

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02/01/2021

Contract/Lease Control #: C16-2427-PS

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: COX BUSINESS

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/21/2021

Expiration Date: MONTH-TO-MONTH

Description of: COMMERCIAL SERVICE AGREEMENT

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

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

Closed:

Cc: BCC RECORDS



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(les) 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 Arthur J. Gallagher Risk Management Services, Inc. 1050 Crown Pointe Pkwy, Suite 600 Atlanta GA 30338	CONTACT NAME: Linda Smith PHONE (A/C, No, Ext): 678-393-5228 FAX (A/C, No): 678-393-5240 E-MAIL ADDRESS: linda_smith@ajg.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Union Fire Insurance Company of Pittsburg</td> <td>19445</td> </tr> <tr> <td>INSURER B: AIU Insurance Company</td> <td>19399</td> </tr> <tr> <td>INSURER C: New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Insurance Company of Pittsburg	19445	INSURER B: AIU Insurance Company	19399	INSURER C: New Hampshire Insurance Company	23841	INSURER D:		INSURER E:		INSURER F:
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INSURER C: New Hampshire Insurance Company	23841													
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Cox Communications, Inc. Cox Communications Arizona, LLC PO Box 105357 Atlanta GA 30348														

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 <input type="checkbox"/> 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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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		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) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B B C	<input checked="" type="checkbox"/> 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 N/A	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#: C16-2427-PS
COX BUSINESS
COMMERCIAL SERVICE AGREEMENT
EXPIRES: MONTH-TO-MONTH

CERTIFICATE HOLDER

CANCELLED

OKALOOSA COUNTY BOARD OF COMMISSIONERS 101 E. JAMES LEE BLVD. CHESTVIEW FL 32536 USA

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

AUTHORIZED REPRESENTATIVE

Champion J. Ward

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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.



CONTRACT#: C16-2427-PS
 COX BUSINESS
 COMMERCIAL SERVICE AGREEMENT
 EXPIRES: MONTH-TO-MONTH

Commercial Services Agreement
 2/1/2021

Cox Account Rep:	Carol Knight	Cox System Address:
Phone Number:	850-393-5478	3405 McLemore Drive
Fax Number:	877-873-7044	Pensacola, FL 32514

Legal Company Name:	Okaloosa County - Public Safety	Full Name:	Ken Wolfe
Street Address:	90 COLLEGE BLVD E #EOC	Billing Contact:	850-651-7150
City/State/Zip:	Niceville, Florida 32578	Fax:	
Billing Address:		Contact Number:	850-651-7150
City/State/Zip:		Email Address:	
Cox Account #:	135-0150667-01		
Merge Bill	No		

Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
Cox Business TV	1	1	\$0.00	M-M	\$0.00	
Business TV Starter - Primary Outlet	1	1	\$0.00	M-M	\$0.00	
Business TV Essential Service - Primary Outlet	1	1	\$0.00	M-M	\$0.00	
Advanced TV (Digital Gateway) - Primary Outlet	1	1	\$4.00	M-M	\$4.00	
Contour HD Advanced Receiver	1	1	\$8.50	M-M	\$8.50	
Business TV Channel Insertion Svc	1	1	\$0.00	M-M	\$0.00	
Cox Business TV - Additional Outlet(s)	7	7	\$0.00	M-M	\$0.00	
Business TV Starter - Additional Outlet(s)	7	7	\$0.00	M-M	\$0.00	
Business TV Essential Service - Additional Outlet(s)	7	7	\$0.00	M-M	\$0.00	
Advanced TV (Digital Gateway) - Additional Outlets	7	7	\$0.00	M-M	\$0.00	
Contour HD Advanced Receiver	7	7	\$8.50	M-M	\$59.50	
Cox Business TV	1	1	\$0.00	M-M	\$0.00	
Business TV Starter - Primary Outlet	1	1	\$0.00	M-M	\$0.00	
Business TV Essential Service - Primary Outlet	1	1	\$0.00	M-M	\$0.00	
Regional Sports Surcharge	1	1	\$0.00	M-M	\$0.00	
Digital Adapter	1	1	\$0.00	M-M	\$0.00	
Cox Business TV - Additional Outlet(s)	21	21	\$0.00	M-M	\$0.00	
Business TV Starter - Additional Outlet(s)	21	21	\$0.00	M-M	\$0.00	
Business TV Essential Service - Additional Outlet(s)	21	21	\$0.00	M-M	\$0.00	
Digital Adapter	21	21	\$0.00	M-M	\$0.00	
Cox Business TV - Additional Outlet(s)	4	4	\$0.00	M-M	\$0.00	
Business TV Starter - Additional Outlet(s)	4	4	\$2.86	M-M	\$11.44	
Business TV Essential Service - Additional Outlet(s)	4	4	\$5.39	M-M	\$21.56	
Digital Adapter	4	4	\$2.99	M-M	\$11.96	
Business TV Channel Insertion Svc	1	1	\$0.00	M-M	\$0.00	
Totals:					\$116.96	\$0.00

Description	Quantity	Unit Price	Total Fee

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

Customer Authorized Signature

Cox Communications Gulf Coast, LLC; Cox Florida Telcom, LP

Signature: *Jeffrey A Hyde*
Print: Jeffrey A Hyde
Title Position: Purchasing Mgr
Date: 02/01/2021

DocuSigned by:
Signature: *Chris Munro*
Print: 387AE028080845F...
Chris Munro
Title Position: Enterprise Sales Manager
Date: 2/1/2021

EXHIBIT A

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

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

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

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

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

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

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

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

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

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

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 08/16/2016

Contract/Lease Control #: C16-2427-PS

Bid #: N/A

Contract/Lease Type: CONTRACT

Award To/Lessee: Cox Business EOC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 08/10/2016

Term: 36 Months

Description of Contract/Lease: Commercial Service Agreement

Department: PS

Department Monitor: Wolfe

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: Kwolfe@co.okaloosa.fl.us

Closed: _____

cc: Finance Department Contracts & Grants Office

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 02-22-2018

Contract/Lease Control #: C16-2427-PS

Procurement#: NA

Contract/Lease Type: CONTRACT

Award To/Lessee: COX BUSINESS EOC

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 02/21/2018

Expiration Date: 02/20/2021

Description of Contract/Lease: COMMERICAL SERVICE AGREEMENT

Department: PS

Department Monitor: HENDERSON

Monitor's Telephone #: 850-651-7150

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

Closed:

Cc: Finance Department Contracts & Grants Office

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2018 forms a part of

policy No. GL 461-14-50 issued to COX ENTERPRISES, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM,
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE 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
TRUCKERS 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. 01/01/2018

forms a part of policy No. CA 709 33 99

issued to COX ENTERPRISES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM,
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE 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
TRUCKERS 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: C16-2427-PS Tracking Number: 2925-18
Procurement/Contractor/Lessee Name: Cox Grant Funded: YES ___ NO
Purpose: add new box for TV pack
Date/Term: 36 months 1. GREATER THAN \$100,000
Amount: \$3026.59 2. GREATER THAN \$50,000
Department: PS 3. \$50,000 OR LESS
Dept. Monitor Name: Henderson

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 2-16-18
Purchasing Director or designee Greg Kisela, Jeff Hyde, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)

Approved as written: not granted

Grants Coordinator Renee Biby Date: _____

Risk Management Review

Approved as written: no risk element

Risk Manager or designee Laura Porter or Krystal King Date: _____

County Attorney Review

Approved as written: see email attached

County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee Date: 2-20-18

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: Tuesday, February 20, 2018 11:18 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: New Monitor

This is approved for legal purposes.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Wednesday, February 14, 2018 1:34 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: FW: New Monitor

Please review the attached.

Thanks,

DeRita

From: Ken Wolfe
Sent: Wednesday, February 14, 2018 11:41 AM
To: DeRita Mason <dmason@co.okaloosa.fl.us>
Cc: Carol.Knight@cox.com
Subject: Fwd: New Monitor

See attached we had to add a new outlet need this signed and returned to Carol. Also work with here on getting new agreement redone. Thanks Ken.

Sent from my iPhone

Begin forwarded message:

From: "Knight, Carol (CCI-Southeast)" <Carol.Knight@cox.com>
Date: February 14, 2018 at 11:36:12 AM CST
To: Ken Wolfe <kwolfe@co.okaloosa.fl.us>
Subject: RE: New Monitor

Okay, I did notice that the agreement for the courtesy services expired in September, so we need to get a new one in place to make sure the courtesy services don't go away. I do have to charge for the new outlet but you'll get the rate that we use for the County Bulk agreement. You'll see an increase of \$11.24. Can you have someone in purchasing sign and return this for me?

Carol Knight

Enterprise Sales – Senior Account Executive - Florida/ Georgia

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

Customer Authorized Signature	Cox Communications Gulf Coast, LLC; Cox Florida Telecom, LP
Signature: 	Signature: <i>Christopher Munro</i>
Print: Greg Kisela	Print: Christopher Munro
Title Position: <i>Prochaine e branch</i>	Title Position: Enterprise Sales Manager
Date: <i>2/20/18</i>	Date: 2/21/18

EXHIBIT A

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/6/2016

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 Arthur J. Gallagher Risk Management Services, Inc. 1040 Crown Pointe Parkway Suite 700 Atlanta GA 30338	CONTACT NAME: Linda Smith PHONE (A/C, No., Ext): 678-393-5228 E-MAIL ADDRESS: linda_smith@ajg.com	FAX (A/C, No.): 678-393-5240
	INSURER(S) AFFORDING COVERAGE	
INSURED Cox Communications, Inc. Cox Communications Arizona, LLC PO Box 105357 Atlanta GA 30348	INSURER A: National Union Fire Insurance Compa NAIC # 19445	
	INSURER B: New Hampshire Insurance Company 23841	
	INSURER C: American Home Assurance Company 19380	
	INSURER D: Illinois National Insurance Company 23817	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 1546941311** **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.

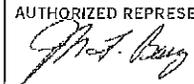
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XS 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:		GL3629850	1/1/2017	1/1/2018	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 A A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CA1921752(AOS) CA1921753(MA) CA1921754(VA)	1/1/2017 1/1/2017 1/1/2017	1/1/2018 1/1/2018 1/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<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 \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
B C D A	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	WC014649518(AOS) WC014649519(CA) WC014649520(FL) WC014649521(ME)	1/1/2017 1/1/2017 1/1/2017 1/1/2017	1/1/2018 1/1/2018 1/1/2018 1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
B B	WORK COMP/EMPLOYERS LIAB WORK COMP/EMPLOYERS LIAB		WC014649522(MA/ND/OH/WA/WI- WY) WC014649523(AZ/IL/KY- /NC/NH/NJ/PA/UT/VA/VT)	1/1/2017 1/1/2017	1/1/2018 1/1/2018	SEE ABOVE AMT	OF INSURANCE
						SEE ABOVE AMT	OF INSURANCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Sched)

COX COMMUNICATIONS GULF COAST, LLC

Contract # C16-2427-PS
COX BUSINESS EOC
COMMERCIAL SERVICE AGREEMENT
EXPIRES: 36 MONTHS

12-13-16A03-17 RCVD

CERTIFICATE HOLDER OKALOOSA COUNTY BOARD OF COMMISSIONERS 101 E. JAMES LEE BLVD. CHESTVIEW FL 32536 USA	CANCELLATION 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 
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CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: _____	Tracking Number: <u>1909-16</u>
Contractor/Lessee Name: <u>COX BUSINESS EOC</u>	Grant Funded: YES ___ NO ___
Purpose: <u>Commercial Svcs Agreement</u>	
Date/Term: <u>36 months</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: _____	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>PS-EOC</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Alvin Henderson</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review

Procurement requirements are met:

[Signature] Date: 8/10/16
Purchasing Director or designee

Risk Management Review

Approved as written:

[Signature] Date: 7-20-16
Risk Manager or designee

County Attorney Review

Approved as written:

See previous Coordination #1307-15 Date: _____
County Attorney

Following Okaloosa County approval:

Contract & Grant

Document has been received:

_____ Date: _____
Contracts & Grants Manager

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, February 20, 2017 11:45 AM
To: Greg Kisela
Cc: DeRita Mason; Lynn Hoshihara
Subject: Cox Agreement C16-2427-PS

Good Morning Greg:

I was asked to review the above referenced agreement. My review is limited because we are not permitted to make revisions at this time, but legal does not find anything within the contract to be improper nor illegal. Please let me know if you have any questions.

Kerry

Kerry A. Parsons, Esq.
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
F. (850) 224-4073
Kparsons@ngn-tally.com

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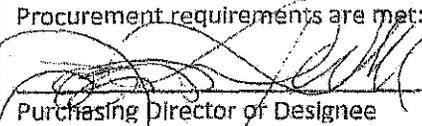
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CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>CIS-2292-WS</u>	Tracking Number: <u>1307-15</u>
Contractor/Lessee Name: <u>Cox</u>	Grant Funded: YES ___ NO <u>X</u>
Purpose: <u>Monitoring 5# locations SCADA line</u>	
Date/Term: <u>60 months</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>\$10,656.00 22,200</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>WS</u>	3. <input checked="" type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Littrell/Keith</u>	
Document has been reviewed and includes any attachments or exhibits.	

Purchasing Review

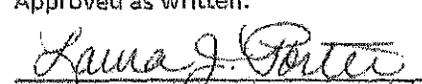
Procurement requirements are met:

 Date: 2-26-15

Purchasing Director or Designee: Joanne Kublik

Risk Management Review

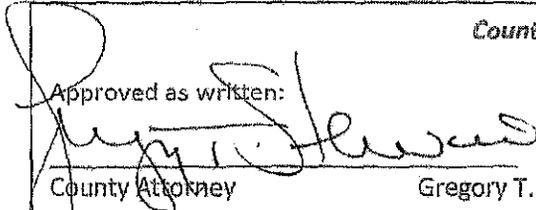
Approved as written:

 Date: 3/3/15

Risk Manager of designee: Kay Godwin or Krystal King

County Attorney Review

Approved as written:

 Date: 3-3-15

County Attorney: Gregory T. Stewart or Lynn Hoshihara

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager

Date: _____

USER NAME

PASSWORD

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Current Search Terms: cox* communications* gulf* coast* llc*

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No records found for current search.

Glossary

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By Record Status

By Record Type

SAM | System for Award Management 1.0

IBM v1.P.48.20160624-1124

WWW8

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





Contract# C16-2427-PS
 Cox Business EOC
 Commercial Services Agreement
 Expires: 36 Months from Commencement Date

Commercial Services Agreement
 5/20/2016

Cox Account Rep:	Carol Knight	Cox System Address:	
Phone Number:	850-393-5478		3405 McLemore Drive
Fax Number:	877-873-7044		Pensacola, FL 32514
Customer Information		Authorized Customer Representative Information	
Legal Company Name:	Okaloosa County - Public Safety	Full Name:	Ken Wolfe
Street Address:	100 COLLEGE BLV BLDG EOC	Billing Contact:	850-651-7150
City/State/Zip:	Niceville, Florida 32578	Fax:	
Billing Address:		Contact Number:	850-651-7150
City/State/Zip:		Email Address:	
Cox Account #:	135-0150667-01		

Service Description	Prev QTY	New QTY	Unit Price	Term (Months)	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
CBI 100 - 100Mbps x 20Mbps	0	1	\$264.00	36	\$264.00	
CBI Modem	0	1	\$4.99	36	\$4.99	
Static IP Address	0	1	\$0.00	36	\$0.00	
Cox Mail Premium - 5 Mailboxes - 10GB	0	2	\$0.00	36	\$0.00	
Cox Business Online Backup - 25 GB Included	0	1	\$0.00	36	\$0.00	
Security Suite - 25 PCs Included	0	1	\$0.00	36	\$0.00	
Digital Adapter - Standard	21	21	\$0.00	36	\$0.00	
CBI Modem Activation	0	1	\$25.00			\$25.00
Cox Business Internet Install	0	1	\$100.00			\$100.00
Totals:					\$268.99	\$125.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

If you are purchasing Dedicated Service Facilities.	Merge Bill
For Dedicated Service Facilities (e.g. Private Line Type Services, Ethernet Services). By initialing here and signing below, Customer represents that at least 10% of the traffic on the designated circuit(s) is Inter-State in nature or is Internet traffic.	No

Special Conditions

Promotion Details
 - The Digital Adapters noted on this agreement will be provided at no charge for the term of the service agreement. After contract end date, the monthly lease fee of \$2.99 per Digital Adapter may apply.

By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement (the "Service Terms") and any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides, State and Federal regulations, the General Terms located at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox>, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement. Customer acknowledges and accepts that Customer is solely responsible for protecting its network, equipment and the software through the use of firewalls, anti-virus and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and the software. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. In addition to any other termination rights in this Agreement, Cox may terminate this Agreement without liability at any time prior to installation of Services or if Cox determines that Customer's location is not reasonably serviceable according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. If Customer cancels this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. If Cox Equipment is not returned to Cox after disconnection of Services, Customer shall be liable for the Cox Equipment costs. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms. To review Cox's Internet Service Disclosures, please visit www.cox.com/internetdisclosures.

Customer Authorized Signature	Cox Communications Gulf Coast, LLC; Cox Florida Telcom, LP
Signature: <i>Zan Fedorak</i>	Signature: <i>D. Schwedter</i>
Print: <i>Zan Fedorak</i>	Print: <i>Dimis C. Schwedter</i>
Title Position: <i>Purchasing Manager</i>	Title Position: <i>Sales Manager</i>
Date: <i>8/10/16</i>	Date: <i>6/13/16</i>

This "Agreement" includes the terms and conditions (i) on the previous page or, if in the Cox Business e-commerce environment, as selected above (the "Cover Page"); (ii) on this page, including without limitation all policies and terms incorporated into this page (the "Service Terms"); and (iii) set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms").

1. Tariffs/Service Guide If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at <http://ww2.cox.com/business/voice/regulatory.cox> and which terms are incorporated herein by reference. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE. IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

3. Service Start Date and Term This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox (as such term is defined on the Cover Page). The "Initial Term" shall begin upon Installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page. However, if Customer delays Installation or is not ready to receive Services on the agreed-upon Installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays Installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

4. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms,

Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If there is signal interference with any Cox Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the Interference by using commercially reasonable efforts.

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

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

7. E-Rate Customers If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the E-Rate provisions of the General Terms will apply, in addition to all other terms and conditions of this Agreement.

8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

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