

**Agenda Item Details**

Meeting	Oct 09, 2017 - Regular Meeting
Category	7. Consent Agenda
Subject	7.12 Amendment to Commercial Services Agreement: Cox Communications Gulf Coast, LLC, presented by Vince Windham, Program Director, Purchasing, and recommended by the Superintendent for approval.
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	9,792.00
Budgeted	Yes
Budget Source	General Funds
Recommended Action	Motion to approve the Amendment to Commercial Services Agreement (CSA) with Cox Communications Gulf Coast, LLC.

Public Content

Request approval to amend the Commercial Services Agreement with Cox Communications Gulf Coast, LLC. Our current Cox Optical Internet service offers two (2) each one (1) Gbps bandwidth speed at a monthly cost of \$3,568.00. The amendment converts our current two (2) each to one (1) each one (1) Gbps bandwidth speed for a total monthly cost of \$1,784.00 and adds an additional one (1) each two (2) Gbps bandwidth speed at a monthly cost of \$2,600.00, for a total monthly cost of \$4,384.00. The total monthly increase is \$816.00, an annual increase of \$9,792.00. The CSA is in conjunction with ITB 15-10 Internet Services, effective through June 30, 2018. Funding will be paid from General Funds. A copy of the Amendment to Commercial Services Agreement is attached.

For additional information, please contact Eric Mitchell, Director, MIS and Instructional Technology at (850) 689-7153.

[COX CSA.pdf \(516 KB\)](#)

Administrative Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Documentation concerning these items have been

provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

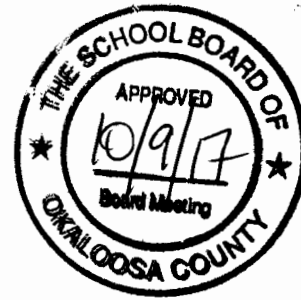
Motion & Voting

Motion to approve the Consent Agenda as amended and all of the Consent Agenda items as recommended by the Superintendent

Motion by Rodney Walker, second by Dewey Destin.

Final Resolution: Motion Carries

Yes: Tim Bryant, Dewey Destin, Rodney Walker, Lamar White





Cox Account Rep:	Carol Knight
Phone Number:	850-393-5478
Fax Number:	877-873-7044

Cox System Address:
3405 McLemore Drive
Pensacola, FL 32514

Authorized Customer Representative Information

Legal Company Name:	OCSD - Central Admin -COI
Street Address:	202 HIGHWAY 85 N
City/State/Zip:	Niceville, Florida 32578
Billing Address:	
City/State/Zip:	
Cox Account #:	135-0105385-02
Merge Bill	No

Full Name:	Dustin Keith
Billing Contact:	850-689-7151
Fax:	
Contact Number:	(850) 689-7151
Email Address:	KeithD@mail.okaloosa.k12.fl.us

Service Description	Prev QTY	New QTY	Unit Price	Term <i>(Months)</i>	Service Charges	
					Monthly Recurring	One Time Activation & Setup Fees
Cox Optical Internet 1 Gbps	2	1	\$1,784.00	Coterminous	\$1,784.00	
Cox Optical Internet 2 Gbps	0	1	\$2,600.00	12	\$2,600.00	
Included Static IP Address - /30	0	1	\$0.00	12	\$0.00	
Cox Optical Internet Installation	0	1	\$0.00			\$0.00
Optical Customer Base Code	0	1	\$0.00			\$0.00
Totals:					\$4,384.00	\$0.00

Special Conditions

All terms, conditions and requirements as contained in the Okaloosa County School board ITB 15-10 Internet Services and the Cox Response to the ITB are incorporated into this agreement by reference. In the event of a conflict between the ITB and the Cox response and this agreement, the terms of the ITB and the Cox Response shall prevail.

The rates and other charges set forth herein are not subject to any change or adjustment during the term of the agreement. Services to be Installed at OCSD central Admin Office 202 HWY 85N, Niceville. FL

Promotion Details

By signing this Amendment to Commercial Services Agreement ("Amendment"), Customer represents that it is the authorized Customer representative and the information above is true and correct. This Amendment amends the Commercial Services Agreement last executed by Cox and Customer (the "CSA") and binds Customer to the terms and conditions contained in this Amendment and in the CSA, including without limitation, (i) the Service Terms incorporated into the CSA, (ii) the General Terms located at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> and (iii) any other terms and conditions applicable to the Services, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox>, State and Federal regulations, the AUP posted at <http://ww2.cox.com/aboutus/policies/business-policies.cox> (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Customer acknowledges receipt and acceptance of the Service Terms, the AUP, General Terms, and all other referenced terms and conditions by signing this Amendment. This Amendment 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 Amendment to Cox unchanged within thirty (30) days from the date above. By signing this Amendment, 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 signatures to sign this Amendment, provided the electronic signature method used by Customer is acceptable to Cox. This Amendment shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of this Amendment by Cox shall occur upon the earlier of (i) Cox's countersignature of this Amendment or (ii) Cox's implementation of the changes to the Agreement that are set forth in this Amendment. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms.

Customer Authorized Signature

Signature:



Print:

Lamar White

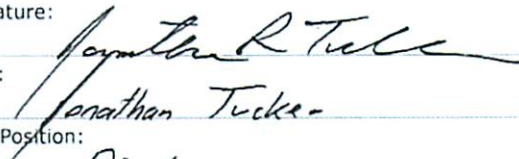
Title Position:

School Board Chairman

Date: 10/9/2017

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

Signature:



Print:

Jonathan Tucker

Title Position:

Director

Date:

10/4/17