
MEMO

APPROVED
08/10/2020



DATE: August 5, 2020
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – Cox Business

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached Commercial Services Agreement between the Tulsa County Board of County Commissioners on behalf of the Tulsa County Information Technology and Cox Business for internet services located at Southlakes Golf, 9253 S. Elwood Ave, Jenks, Oklahoma 74037.

Respectfully submitted for your approval and execution.

MME / arh

SUBMITTED FOR: The August 10, 2020 BOCC meeting agenda.

CMF# 20201996

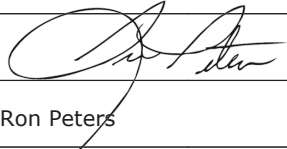

Special Conditions

Cox hereby acknowledges and agrees that customer is a governmental authority, and as such it is limited in the indemnities it can provide to Cox. Accordingly, notwithstanding anything to the contrary contained anywhere in this agreement, including but not limited to, the General Terms, Customer will have no obligation to indemnify, defend or hold Cox harmless here under except to the extend such indemnification, defense or hold harmless is expressly permitted under Oklahoma law. Notwithstanding any provision to the contrary in the Agreement, the parties understand and agree the term of this Agreement shall commence upon the installation of service and run through June 30, 2021 ("term"). The parties agree and understand that while Customer may seek renewal of this agreement at the end of such term, such renewal cannot be automatic. The parties further agree that each party has the right to renew this Agreement for successive one year terms or for such shorter term as the parties agree with any amendments hereto, but such renewal shall not be effective until the contract has been approved by the customer. After the initial term, this agreement may be renewed at the same rates, terms, and conditions subject to termination by either party upon at least thirty (30) days prior notice to the other party. Customer has not incur any penalty for failure by the BOCC to renew or extend this agreement. Notwithstanding any foregoing provision to the contrary, the parties understand and agree that any prior and contemporaneous oral and written agreements shall be construed under the laws of the State of Oklahoma (without regard to conflict-of-law principles) and that they consent to the jurisdiction and venue of the Federal and State Courts in Tulsa County, Oklahoma.

Promotion Details



- Offer ends 12/31/20. Available to new Cox Business data subscribers in Cox service areas. \$79/mo. includes Cox Business Internet 10 for duration of the term. \$89/mo. includes Cox Business Internet 25 for duration of the term. \$119/mo. includes Cox Business Internet 50 for duration of the term. \$169/mo. includes Cox Business Internet 100 for duration of the term. \$239/mo. includes Cox Business Internet 200 for duration of the term. \$319/mo. includes Cox Business Internet 300 for duration of the term. \$394/mo. includes Cox Business Internet 500 for duration of the term. \$594/mo. includes Cox Business Internet 1 Gig for duration of the term. Pricing not applicable on month-to-month agreements. Early term. fees may apply. Standard rates apply thereafter. Prices exclude equipment, installation, construction, inside wiring, taxes, surcharges and other fees, unless indicated. Offer is nontransferable to a new service address. Uninterrupted or error-free Internet service, or the speed of your service, is not guaranteed. Actual speeds vary. Rates and bandwidth options vary and are subject to change. DOCSIS 3.0 or higher modem may be required, unless indicated. See www.cox.com/internetdisclosures for complete Cox Internet Disclosures. Services are not available in all areas. Discounts can't be combined or added with other promotions nor applied to any other Cox account. Other restrictions apply. © 2018 Cox Communications Inc. All rights reserved.

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	CoxCom, LLC., Cox Oklahoma Telcom, LLC Signature
Signature: 	Signature: 
Print: Ron Peters	Print: L. Keith Means
Title Position: Chairman, Board of County Commissioners of Tulsa County	Title Position: Manager-Sales
Date: 08/10/2020	Date: 7/28/2020

Approved as to form:

James G. Rea Digitally signed by James G. Rea
Date: 2020.08.03 12:25:52 -0500
Assistant District Attorney

Attest:  
Michael Willis, County Clerk