7

SUBJECT: Piggyback State of Florida Contract #DMS-19/20-006C for Mobile Communication Services

BID #: PSC-0360-22 **OPEN DATE: 05/14/2021**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – PERIOD OF SERVICE FROM AUGUST 24, 2021 THROUGH AUGUST 23, 2026, WITH FIVE (5) ONE YEAR RENEWAL OPTIONS

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: Piggyback State of Florida Contract #DMS-19/20-006C for Mobile Communication Services

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend Piggyback (contract #71713-22, AMD #1) with Cellco Partnership D/B/A Verizon Wireless for wireless cell phones, smartphones, and data devices. This request is to authorize the Office of General Counsel to review and process the One-Time Custom Public Safety/First Responder Plan, Equipment & Smartphone Activation Credit Offer. The original contract states that the City/Agencies can participate in Sales Promotion during the agreement. No additional funds are being requested. The total not to exceed expenditure remains $9,727,000.00.

To be executed by formal contract amendment through Office of General Counsel and process by purchase order(s)

ATTACHMENTS: Recommendation Memo; Credit Offer Agreement, Contract; Previous Award

ANALYST: O Wallace-Cohen **RESPECTFULLY SUBMITTED** Robert N Warembourg
OLIVE WALLACE-COHEN FOR: DUSTIN FREEMEN, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Bill Clement, Chief of Budget

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Jacksonville Sheriff's Office

T.K. WATERS, SHERIFF

Serve • Protect • Community

To: Dustin Freeman
Chief of Procurement

From: Bill Clement, CPA
Chief of Budget

Subject: Admin Award Request – Verizon Wireless

Date: April 17, 2023

The Jacksonville Sheriff's Office is requesting an award to authorize the Office of General Counsel to review and process the One-Time Custom Public Safety/First Responder Plan, Equipment & Smartphone Activation Credit Officer with Verizon Wireless. We processed an award (PSC-0360-22) with Verizon Wireless and a contract 71713-22. The contract states we can participate in Sales Promotions during the agreement. A copy of purchase order number 649097-23, POA-71713-22, agreement 71713-22 and the One-Time Custom Public Safety/First Responder Plan, Equipment & Smartphone Activation Credit Offer is attached for your review. We are not requesting any additional funds for this request.

Please let me know if you require any additional information. Thank you for your assistance.

verizon✓

One-Time Custom Public Safety/First Responder Plan, Equipment, & Smartphone Activation Credit Offer

Verizon Wireless is pleased to introduce this one-time Offer to City of Jacksonville Sheriff's Office ("Customer").

Availability:	**Eligible Subscriber Lines:** Customer's newly activated Government Subscriber Lines qualify to receive this offer in accordance with the **Offer Requirements** below. This Offer must be accepted and completed by **May 22, 2023** or it will expire ("Promo Period").

Custom Public Safety/ First Responder Smartphone Plan

Monthly Access Fee	$34.99
Plan #	63988
Data Allowance in U.S., Canada, Mexico[1,2]	Unlimited
Monthly Anytime Minutes in U.S., Canada, Mexico, Puerto Rico, U.S. Virgin Islands	Unlimited
International Travel Data Allowance – Rest of World[1]	1 MB
International Travel Data Overage Rate - Rest of World	$10 per 5 GB
International Travel Voice Rate – Rest of World	$0.20 per minute
Domestic, Canada & Mexico Long Distance Toll Free[3]	Included
Domestic and International Messaging Allowance[4]	Unlimited
4G Push-to-Talk Plus	$0.00 additional per month
Mobile Hotspot (4G LTE and 5G Nationwide)	$3.00 additional per month

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 5G Ultra-Wideband network, 5G Nationwide® network, and 4G LTE network. For avoidance of doubt, the Verizon Wireless 5G Nationwide network is a separate network from the Verizon Wireless 5G Ultra-Wideband network.

Usage outside of the United States requires a World-capable smartphone and will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. [1]The international travel data allowance applies in the rest of the world where coverage is available; aircraft and cruise ship data usage is not included. Lines activating on this plan must be on 5G Ultra-Wideband-compatible, 5G Nationwide, or 4G LTE smartphones. [1]Data usage on this plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. [2]A 5G device is required to receive 5G Ultra-Wideband (UWB) service. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at up to 480p while on 4G LTE and 5G Nationwide network areas; and, will apply video streaming up to 4K when on 5G UWB network service areas. [3]Includes domestic toll-free calling and toll-free calling from the United States to Canada and Mexico. [4]Unlimited messaging from within the United States to anywhere in the world where messaging services are available. For other messaging rates go to www.verizonwireless.com. This plan includes Domestic Mobile Broadband Priority and Domestic Preemption. Mobile Broadband Priority allows customers to connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. This plan is available to National Security, Public Safety, and First Responders customers only as defined by the following NAICS (formerly SIC) Codes:

485111 - Mixed Mode Transit Systems (Rail & Buses)	922190 - Other Justice, Public Order, and Safety Activities
485112 - Commuter Rail Systems	923120 - Administration of Public Health Programs
621910 - Ambulance Services	928110 - National Security
922110 - Courts	926120 - Regulation and Administration of Transportation Programs
922120 - Police Protection	926150 - Regulation, Licensing, and Inspection of Commercial Sectors
922130 - Legal Counsel and Prosecution	926130 - Regulation and Administration of Comms, Electric, Gas, Utilities
922140 - Correctional Institutions	921150 - American Indian and Alaska Native Tribal Governments
922150 - Parole Offices and Probation Offices	921190 - Other General Government Support
922160 - Fire Protection (except private)	921110 - Executive Offices

One-Time Equipment Offer:	**Purchase Requirements:** Offer is contingent on Customer activating a minimum of one thousand four hundred (2,000) Eligible Government Subscriber lines on an "Eligible Device" contained in this agreement, selecting a twenty-four (24) month line term, on the $34.99 Custom Public Safety/First Responder Plan, within the Promo Period. **"Eligible Devices":** • **Apple iPhone SE 5G (3rd Generation) 64GB – (Any Color)** at a cost of $0.00, while supplies last. • **Apple iPhone 12 5G 64GB - (Any Color)** at a cost of $0.00, while supplies last. • **Apple iPhone 13 5G 128GB - (Any Color)** at a cost of $0.00, while supplies last. • **Apple iPhone 14 128GB - (Any Color)** at a cost of $0.00, while supplies last. • **Samsung Galaxy S21 FE 5G 128GB – (Any Color)** at a cost of $0.00, while supplies last. • **Samsung Galaxy A53 5G UW 128GB -(Any Color)** at a cost of $0.00, while supplies last. • **Samsung Galaxy S22 5G 128GB – (Any Color)** at a cost of $0.00, while supplies last. • **Google Pixel 7 128GB -(Any Color)** at a cost of $0.00, while supplies last. • **Apple iPhone 14 Pro 128GB - (Any Color)** at a cost of $0.00, while supplies last.**(only a quantity of thirty(30) can be purchased at this price)** **Limit one (1) Eligible Device per Eligible Government Subscriber Line.** **Please Note**: All Eligible Devices purchased under this offer must be activated during the Promo Period of this Agreement to receive pricing outlined in this Offer. Any equipment purchased under this Offer before or after the Promo Period will not count toward Customer's Offer Requirements and will be ineligible for this pricing. **No exceptions.** OTSPSAFS3A
$250.00 Smartphone Activation Credit Offer:	**$250.00 Smartphone Activation Credit Offer:** Provided Customer activates a new Government Subscriber Line with an Apple iPhone SE 5G (3rd Generation) 64GB device, selecting a twenty-four (24) month line term, on the $34.99 Custom Public Safety/First Responder Plan, within the Promo Period, Verizon Wireless will provide Customer with a $250.00 Smartphone Activation Credit Offer to each Eligible Government Subscriber line. The credit will be applied to Customer's invoice within sixty (60) days following the conclusion of the "Promo Period, and will appear as "Other Charges and Credits." Any Eligible Government Subscriber line taking advantage of the $250.00 Smartphone Activation Credit Offer that are deactivated or changed to an ineligible rate plan during the "Promo Period" will not be eligible to receive the credit offer. **No exceptions.** **Please Note:** Credit is only applicable to Apple iPhone SE 5G (3rd Generation) 64GB activations.
$200.00 Smartphone Activation Credit Offer:	**$200.00 Smartphone Activation Credit Offer:** Provided Customer activates a new Government Subscriber Line on an Apple iPhone 12 5G 64GB, Samsung Galaxy A53 5G UW 128GB, or Google Pixel 7 128GB device, selecting a twenty-four (24) month line term, on the $34.99 Custom Public Safety/First Responder Plan, within the Promo Period, Verizon Wireless will provide Customer with a $200.00 Smartphone Activation Credit Offer to each Eligible Government Subscriber line. The credit will be applied to Customer's invoice within sixty (60) days following the conclusion of the "Promo Period, and will appear as "Other Charges and Credits." Any Eligible Government Subscriber line taking advantage of the $200.00 Smartphone Activation Credit Offer that are deactivated or changed to an ineligible rate plan during the "Promo Period" will not be eligible to receive the credit offer. **No exceptions.** **Please Note:** Credit is only applicable to Apple iPhone 12 5G 64GB, Samsung Galaxy A53 5G UW 128GB, Google Pixel 7 128GB activations.
$100.00 Smartphone Activation Credit Offer:	**$100.00 Smartphone Activation Credit Offer:** Provided Customer activates a new Government Subscriber Line on an Apple iPhone 13 5G 128GB, Samsung Galaxy S21 FE 5G 128GB, or Samsung Galaxy S22 5G 128GB device, selecting a twenty-four (24) month line term, on the $34.99 Custom Public Safety/First Responder Plan, within the Promo Period, Verizon Wireless will provide Customer with a $100.00 Smartphone Activation Credit Offer to each Eligible Government Subscriber line. The credit will be applied to Customer's invoice within sixty (60) days following the conclusion of the "Promo Period, and will appear as "Other Charges and Credits." Any Eligible Government Subscriber line taking advantage of the $100.00 Smartphone Activation Credit Offer that are deactivated or changed to an ineligible rate plan during the "Promo Period" will not be eligible to receive the credit offer. **No exceptions.** **Please Note:** Credit is only applicable to Apple iPhone 13 5G 128GB, Samsung Galaxy S21 FE 5G 128GB, Samsung Galaxy S22 5G 128GB activations.
Offer Recovery Fee Waiver:	**Offer Recovery Fee (ORF) Waiver Credit Allowance Offer:** During the first twenty-four (24) months following the effective date of this agreement, Verizon Wireless will provide Customer a credit allowance up to $20,000.00 (the "Credit") to be used towards an eligible Government Subscriber line's assessed ORF. This will allow Customer to terminate a line of service without being charged an ORF. The Credit allowance can only be used for eligible Government Subscriber lines, on a price plan of $34.99 Custom Public Safety/First Responder Plan, that have completed a minimum of six (6) consecutive months of actively billing service from the date the device was made active. The Credit may not be used for Government Subscriber lines ported to another carrier. The Credit allowance is not available if this Agreement is in a month-to-month status. The ORF Credit can be used on M2M Lines. The Offer Recovery Fee (ORF) Waiver Credit will be applied to the Customer's applicable line within sixty (60) days upon customer request and will appear as "Other Charges and Credits". Any

verizon✓

	Eligible Government Subscriber line taking advantage of this offer that is deactivated before completing a minimum of six (6) consecutive months of actively billing service will not be eligible to receive the Offer Recovery Fee waiver. No Exceptions.
Terms and Conditions:	This Offer is subject to availability and is not subject to any substitutions. This Offer **can** be combined with any other generally available equipment or accessory offers, credits, discount programs, or promotions. This Offer is not available for entities eligible for E-Rate funding that purchase under City of Jacksonville Sheriff's Office account. Deployment, equipment and/or accessory incentives are extended for net new business from City of Jacksonville Sheriff's Office and expressly exclude business from E-Rate eligible customers. This Offer is subject to the terms and conditions of the **State of Florida** Contract.

Customer Acknowledgement:

I acknowledge that I have received the attached limited time equipment and subsidy Offer and that I agree to the terms and conditions set forth.

Eligible Customer/Company Name: **City of Jacksonville Sheriff's Office** Profile ID: **3241522**
NAICS Code: **922120 - Police Protection**

Customer Print Name/Title

Authorized Signature: Effective Date:

MAM/NAM/BAE Completed By:

Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.

SECTION 3. PAYMENT AND FEES

3.1 Price Adjustments

Pricing may be updated in accordance with SOW Section 1.5, Update Process to End User Price Lists and Vendor's Equipment List.

3.2 Price Decreases

During the term of the Contract (including renewal years), the Department encourages the Contractor to offer price decreases that are in line with increased efficiencies and added infrastructure enhancements. The Department reserves the right to further negotiate reduction in pricing for the renewal years. The following additional price decrease terms apply:

3.2.1 Volume Discounts

Contractor may offer additional discounts for one-time delivery of large single orders.

3.2.2 Competitive Pricing

The Parties agree to review on an annual basis the competitiveness of the prices stated in the Contractor's most recent EUPL for services, features and devices by comparing the combined pricing for all services, features and devices provided under this Contract to the combined pricing charged by Contractor to any similarly situated United States State government customer for a mix of services, features and devices substantially similar in scope and volume to those provided under this Contract, taking into account the particular characteristics of both contracts such as performance standards, pricing terms, and contract terms and conditions. If after review the Parties determine that such similarly situated customer of the Contractor is receiving services, features and devices from the Contractor at a combined price below the pricing on the Contractor's current EUPL, the Contractor shall submit an updated EUPL with revised lower pricing; except that Contractor will have no obligation to amend pricing to the extent that the combined price difference results from services, features and devices provided by third parties, unless and to the extent that Contractor can obtain reduced pricing from such third parties using reasonable efforts. In connection with the review described in this Section 3.2.2, Contractor has no obligation to provide DMS with Contractor's or its subcontractors' or suppliers' trade secrets or confidential information not otherwise required to be provided under this Contract.

3.2.3 Sales Promotions

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period provided the Customer meets all qualifications of the promotion. Contractor must submit documentation to the Customer and to the Department identifying the proposed (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices.

S .CT: Piggyback State of Florida Contract #DMS-19/20-006C for Mobile Communication Services

BID #: PSC-0360-22

OPEN DATE: 05/14/2021

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – PERIOD OF SERVICE FROM AUGUST 24, 2021 THROUGH AUGUST 23, 2026, WITH FIVE (5) ONE YEAR RENEWAL OPTIONS

AGENCY: INFORMATION TECHNOLOGIES DIVISION

BASIS OF AWARD: Piggyback State of Florida Contract #DMS-19/20-006C for Mobile Communication Services

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to Piggyback State of Florida Contract #DMS-19/20-006C for Mobile Communication Services, with Cellco Partnership D/B/A Verizon Wireless for wireless cell phones, smartphones, and data devices. Period of service will be from date of contract execution through December 31, 2026. Jacksonville Sheriff's Office total expenditure not to exceed $5,040,000.00, and City of Jacksonville total expenditure not exceed $4,687,000.00. The requested total contract expenditure not-to-exceed $9,727,000.00.

FUNDING SOURCES: 53101.113001.541050.000000.00000000.00000.0000000 and 00111.552104.541050.000000.00000000.00000.0000000, to be executed by formal contract through Office of General Counsel and process by purchase order(s)

ATTACHMENTS: Recommendation Memo; Vendor Proposal; Risk Approval; State Contract; Previous Award (Expired)

ANALYST: _____ RUBEN OLA

RESPECTFULLY SUBMITTED _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Kenneth Lathrop, Chief of Information Technologies Division/CIO

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 3/31/2022

Teresa R. Eubanks _____ OTHER: _____

Michael J. Read _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE 3/31/2022

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No. 2019-02

Contract Purchase Agreement POA-71713-22 Change Order 1

Agreement	POA-71713-22
Agreement Date	21-JUL-2022
Change Order	1
Change Order Date	02-AUG-2022
Revision	0
Agreement Amount	9,727,000.00 USD
Solicitation Number	PSC-0360-22

Sold To

City of Jacksonville
117 West Duval Street
Suite 375
JACKSONVILLE, FL 32202
US

Supplier

Verizon Wireless
P.O. Box 64498
BALTIMORE, MD 21264

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
25320	Net 30	Freight Prepaid	FOB Destination	Best Way
Start Date	**End Date**		**Confirm To**	
31-Mar-2022	30-Dec-2026		Ruben Ola rubeno@coj.net	

This Order is subject to the General conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Gregory Pease, Chief Procurement Division

Contract Purchase Agreement Release 649097-23

Purchase Order	649097-23
Order Date	17-OCT-2022
Change Order	0
Change Order Date	17-OCT-2022
Revision	0
Ordered	696,080.00 USD
Requisition Number	PSSS-500092-23
Solicitation Number	
All packing slips, invoices, and correspondence must reference the purchase order number	

Sold To
City of Jacksonville
117 West Duval Street
JACKSONVILLE, FL 32202

Supplier
Verizon Wireless
P.O. Box 64498
BALTIMORE, MD 21264

Bill To
City of Jacksonville
117 West Duval Street, Suite 375
JACKSONVILLE, FL 32202

Ship To
Police Memorial Building
501 East Bay Street
JACKSONVILLE, FL 32202 US

Notes

Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
25320	**Net 30**	**Freight Prepaid**	**FOB Destination**	**Best Way**

Buyer	Deliver To Contact
Olive Wallace Cohen Email: **owcohen@coj.net**	**Steven Hall** E-mail: **steve.hall@jaxsheriff.org**

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Verizon Mobile Comm Service from 10/1/22 - 9/30/23 00111.552104.541050.000000.00000000.00000.0000000 This line references Document (Contract Purchase Agreement) POA-71713-22.	696,080.00				

Ship To
Police Memorial Building
501 East Bay Street
JACKSONVILLE, FL 32202

Promised 696,080.00

Requested
10/24/22

Requested Date correspond to the date of arrival at the Ship-to Location.

Line Total **696,080.00**

Total **696,080.00**

Contract Purchase Agreement Release 649097-23

This Order is subject to the General Conditions attached here to. Manufacturer's Federal excise tax exempt no 59-89-0120K Florida State sales and use tax exemption no. 85-8012621607C-8	Approved by Dustin L. Freeman, Chief of Procurement Division

Contract Purchase Agreement Release 649097-23

GENERAL CONDITIONS

1. RESERVATIONS: The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of the Invitation to Bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds were required. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted.

Buyer reserves the right to terminate the Contract or Purchase Order at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Goods or Services actually provided to the date of termination.

2. TAXES: The City of Jacksonville, Florida is exempt form the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

3. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

4. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

5. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City".

6. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*.

7. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

8. NONDISCRIMINATION PROVISIONS: As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment.. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; provided however, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

9. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and
b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

10. LICENSES REQUIREMENT: By acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

11. ELECTRONIC PAYMENTS: Vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page.

12. CONTRACTOR REPRESENTATION: If this Agreement is for goods or services of $1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

a. Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;
b. Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;
c. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or
d. Has been engaged in business operations in Cuba or Syria.

13. PUBLIC RECORDS: In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

a. Keep and maintain public records required by City to perform the services; and
b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and
d. Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

14. PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:

a. Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.
b. Jacksonville Small Emerging Business (JSEB) and Minority Business Enterprise (MBE) - Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.
c. Third-Party Liability – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

15. PUBLIC ENTITY CRIME INFORMATION: A person or affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

16. AUDIT PROVISION: A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

17. W-9 REQUIREMENT: It is the vendor's responsibility to ensure that the City has a current W-9 on file.

18. INDEMNIFICATION:

a. The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.
b. This indemnification is separate and apart from, and in no way limited by, any insurance provided pursuant to this contract or otherwise.

19. INSURANCE: Each supplier shall maintain insurance coverage as stated in the Invitation to Bid for the entire term of this contract. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

20. DELIVERY: A packing list shall accompany all shipments, which shall indicate, at a minimum, the following: purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

21. PICK UP AND RETURNS: The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

22. INVOICING: Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include: purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: City of Jacksonville, General Accounting Division, 117 West Duval Street, Suite 375, Jacksonville, Florida 32202.

23. REPORTING: The City may request, reports including but not limited to: usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

24. SUPPLIER ACCESSIBILITY: The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

DocuSign Envelope ID: 8D92E132-203E-4089-9A5A-C265AAD21E44

#71713-22

AGREEMENT

UTILIZING STATE OF FLORIDA CONTRACT

FOR MOBILE COMMUNICATION SERVICES

WITH CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

THIS AGREEMENT, is dated as of the 31st day of March, 2022, by and between the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("*City*"), and Cellco Partnership d/b/a Verizon Wireless., a Delaware corporation ("*Company*"), for the purchase of mobile communication services (the "*Services*").

WHEREAS, as of August 24, 2021, the Florida Department of Management Services entered into Contract No. DMS-19/20-006C for the purchase of mobile communication services (the "*State Contract*"); and

WHEREAS, the State Contract (i) is in full force and effect, (ii) was competitively procured and awarded according to applicable law, and (iii) is broad enough to include the Services;

WHEREAS, the City's Procurement Code allows City to use the State Contract and the City's General Government Awards Committee and Mayor approved the use of the State Contract on March 31, 2022; and

WHEREAS, it is in the parties' best interest to use the State Contract for the Services and to add those provisions City is required to use by City's Ordinance Code (the "*Ordinance Code*") or policy.

NOW THEREFORE, in consideration of the premises and of the mutual covenants herein, and for other good and valuable consideration, the parties agree as follows:

1. **Incorporation of Recitals.** The above recitals are true and are incorporated herein.

2. **Engagement of Company.** City hereby engages Company and Company hereby accepts said engagement for the purpose of providing to City the Services according to the provisions of this Agreement and the State Contract which is incorporated herein by reference. Any conflict between the provisions of this Agreement and those in the State Contract shall be resolved in favor of the State Contract, but only to the extent of any conflict.

3. **Coordination with City.** City shall designate a Project Coordinator who will coordinate with Company on behalf of City and administer this Agreement according to the terms and conditions contained herein. It shall be the responsibility of Company to coordinate all activities related to the Services with the designated Project Coordinator.

4. **Payments for Services.** City will compensate Company for the Services in accordance with the terms of the State Contract and a purchase order(s) issued and used by the City of Jacksonville Procurement Division; provided, however, invoices shall be sent to the authorized City representative as specified in said purchase order or other subsequent written instrument signed by the City's Project Coordinator. Preprinted terms and conditions contained in such purchase order shall have no legal force and effect to the extent that such terms and conditions are inconsistent with, or add additional conditions or obligations to, the payment provisions contained in the State Contract.

5. **Term of Agreement.** This Agreement shall begin on March 31, 2022 and continue until December 31, 2026, unless sooner terminated as provided in the State Contract.

6. **Pricing Available to Other Entities.** During the term of this Agreement, the Services provided hereunder shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to purchase the Services at the contract price and during the period of time provided herein.

7. **Maximum Indebtedness.** The maximum indebtedness of City under this Agreement shall not exceed the sum of **NINE MILLION SEVEN HUNDRED TWENTY-SEVEN THOUSAND DOLLARS ($9,727,000.00)** (the "Maximum Indebtedness"). Company may continue billing for the Services after the Maximum Indebtedness is met. If Maximum Indebtedness is increased, City shall pay Company for the Services provided to the City prior to such increase in accordance with the terms of the State Contract. Company shall have the right to terminate this Agreement with ten (10) calendar days' advance written notice to City at any time that the cumulative fees and charges payable to the Company under this Agreement exceed the Maximum Indebtedness as increased from time to time.

8. **Notices.** Notices to City under this Agreement shall be deemed delivered if sent by certified mail, return receipt requested, or by other delivery with receipt to:

As to the City:

Tom Ossi
Contracts and Records Manager
City of Jacksonville
Information Technologies Division
214 N. Hogan Street, 9th Floor
Jacksonville, FL 32202
(904) 255-8080
tossi@coj.net

As to the Company:

Cellco Partnership d/b/a Version Wireless
4075 Esplanade Way, Suite 226
Tallahassee, FL 32399-0950

DocuSign Envelope ID: 8D92E132-203E-4069-9A5A-C265AAD21E44

Attn: _____

9. **Laws, Ordinance, Rules and Regulations.** As required by Section 126.108(b), Ordinance Code, in any sale or performance hereunder, Company must comply with any and all applicable federal, state and local laws, rules, regulations and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Sunshine Law), as they apply to the purchase contemplated in this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, Company must ensure that the provisions of this Section shall be incorporated into and become a part of the subcontract.

10. **Conflict of Interest.** The parties will follow the provisions of Section 126.110, Ordinance Code with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with City, to the extent the parties are aware of the same.

11. **Subcontractors.** Subcontractors may perform services under this Agreement upon written approval by City. In such an event, Company shall remain responsible for the services delivered by the approved subcontractors. No subcontract for performance of the Services shall in any way relieve Company of any such responsibility. Payment for Services will be made by City directly to Company, and all payments to subcontractors shall be made promptly by Company.

12. **Non-Discrimination Provisions.** The Company represents that it has adopted and will maintain throughout the term of this Agreement a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment. Company agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Jacksonville Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with non-discrimination provisions of this Agreement; provided, however, that Company shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the day and year first above written. Company agrees that, if any of the services to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

13. **Insurance.** The Company agrees to the City's insurance provisions attached to this Agreement as **Exhibit A.**

14. **Public Records.** In accordance with Section 119.0701, Florida Statutes, COMPANY shall:

(a) Keep and maintain public records required by City to perform the Services; and

(b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if Company does not transfer the records to City; and

(d) Upon completion of this Agreement, transfer to City at no cost all public records in possession of Company or keep and maintain public records required by City to perform the service. If Company transfers all public records to City upon completion of this Agreement, Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Company keeps and maintains public records upon completion of this Agreement, Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from Company's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to Company only if Company is a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY OF JACKSONVILLE'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

15. **Counterparts**. This Agreement, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile transmission of all signatures, with originals to follow, shall constitute and be evidence of an executed Agreement.

16. **Entire Agreement and Priority**. The State Contract and this Agreement constitutes the entire agreement between the parties hereto for the purchase of the Services. No statement, representation, writing, understanding, agreement, course of action or course of conduct made by either party or any representative of either party, which is not expressed herein shall be binding. Except as provided in Section 15 of the State Contract, Company may not unilaterally modify the terms of this Agreement by affixing additional terms to materials delivered to the City

(e.g. "shrink wrap" or "click through" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

By: James R. McCain
James R. McCain
Corporation Secretary

CITY OF JACKSONVILLE

By:
Lenny Curry
Mayor

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No: 2019-02

Form Approved:

By:
Office of General Counsel

WITNESS:

DocuSigned by: Allen White

Print Name: Allen White

CELLCO PARTNERSHIP, INC. d/b/a VERIZON WIRELESS

By: DocuSigned by: Todd Loccisano

Print Name: Todd Loccisano

Title: VP- Contract Management

DocuSign Envelope ID: 8D92E132-203E-4069-9A5A-C285AAD21E44

EXHIBIT A

INSURANCE

Without limiting its liability under this Agreement, the Company shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement (and the Company shall require its, subcontractors, laborers, materialmen and suppliers while working hereunder to provide substantially the same insurance as required of Company, as applicable), insurance of the types and limits stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 100,000 Each Accident $ 500,000 Disease Policy Limit $ 100,000 Each Employee/Disease

This insurance shall cover the Company in compliance with the statutory requirements of the state(s) of operation.

Commercial General Liability	$ 2,000,000 General Aggregate $ 2,000,000 Products & Comp. Ops. Agg. $ 1,000,000 Personal/Advertising Injury $ 1,000,000 Each Occurrence $ 50,000 Fire Damage

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form or equivalent) as filed for use in the State of Florida.

Automobile Liability Limit $1,000,000 Combined Single each accident for bodily injury and property damage covering all owned, hired or non-owned used in performance of the Services)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form or equivalent) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida.

Additional Insurance Provisions

A. Certificates of Insurance. **Company** shall deliver to the City of Jacksonville Certificates of Insurance that shows the corresponding City Contract, Bid Number or PO if applicable in the Description, Additional Insured, Waivers of Subrogation and statement as provided below. The certificates of insurance shall be made available upon request of the City of Jacksonville.

B. Additional Insured: All insurance except Worker's Compensation, Crime shall be endorsed to include the City of Jacksonville and their respective members, officers, officials and employees, as Additional Insureds as their interest may appear under this Agreement.

C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville its respective members, officers, officials and employees

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

E. **Company** Insurance Primary. The insurance provided by **Company shall** apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City of Jacksonville and their respective members, officers, officials and employees

F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this **Agreement** shall remain the sole and exclusive responsibility of the named insured **Company**. Under no circumstances will the City of Jacksonville its respective members, officers, officials and employees be responsible for paying any deductible or self-insured retention related to this Contract.

G. **Agreement** Insurance Additional Remedy. Compliance with the insurance requirements of this **Agreement** shall not limit the liability of the **Company** or its subcontractors, to the City of Jacksonville its respective members, officers, officials and employees and shall be in addition to and not in lieu of any other remedy available under this **Agreement** or otherwise.

H. Waiver/Estoppel. Neither approval by City of Jacksonville nor its failure to disapprove the insurance furnished by **Company** shall relieve **Company** of **Company's** full responsibility to provide insurance as required under this Contract.

I. Notice. Upon receipt of notice from its insurer(s) The **Company shall** provide the City of Jacksonville thirty (30) days prior written notice of cancellation, of any required coverage.

DocuSign Envelope ID: 8D92E132-203E-4089-9A5A-C265AAD21E44

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Company under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City of Jacksonville may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City of Jacksonville and its respective members, officers, officials, and employees also be included as an additional insured as their interest may appear under this Agreement.

DocuSign Envelope ID: 8D92E132-203E-4069-9A5A-C265AAD21E44

Encumbrance and funding information for internal City use:

Account or PO Number:

Amount: $9,727,000.00

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such purchase order(s) are issued.

In accordance with Section 24.103(e), of the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

Director of Finance
City Contract # 71713-22

CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

ASSISTANT SECRETARY'S CERTIFICATE

I, Karen M. Shipman, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless (the "Company"), and as such I am authorized to execute this certificate. In such capacity, I further certify that:

1. By written consent dated March 19, 2015, the Board of Representatives of the Company adopted resolutions relating to signing authority and the authority to approve transactions, and that such resolutions are in full force and effect as of the date hereof; and

2. Todd A. Loccisano, Vice President – Contract Management, is authorized pursuant to the signing authorities adopted by the aforementioned resolutions, make, enter into, sign and deliver documents pertaining to City of Jacksonville, the Florida Department of Management Services entered into Contract No. DMS-19/20-006C, on behalf of the Company.

Dated: July 18, 2022

Karen M. Shipman

Karen M. Shipman
Assistant Secretary