

# CITY CLERK ORIGINAL

**C-10737  
03/22/2016**

## Customer Service Order Agreement

This Customer Service Order Agreement ("Agreement") is by and between City of Glendale ("Customer") and Cox Arizona Telcom, LLC dba Cox Business, on behalf of itself and its affiliate, Cox Communications Arizona, LLC (collectively "Cox Business"). This Agreement is effective as of the date of Customer's signature, provided there is Acceptance of this Agreement by Cox Business (as such term is described below). The term of the provided services shall begin upon installation of services and shall continue for the term commitment set forth below. The undersigned represents that he/she is authorized to sign this Agreement.

<b>Cox Account Rep:</b>	Melissa Dus	<b>Cox System Address:</b>	
<b>Phone Number</b>	623-328-2940	1550 W. Deer Valley Rd	
<b>Fax Number:</b>	877-873-2075	Phoenix, AZ 85027	
		Tax ID: 582327142	
<b>Customer Information</b>		<b>Authorized Customer Representative Information</b>	
<b>Legal Company Name:</b>	Glendale FS # 154	<b>Full Name:</b>	
<b>Street Address:</b>	4439 W. Peoria Ave.	<b>Billing Contact:</b>	Claire Smith
<b>City/State/Zip:</b>	Glendale, AZ 85301	<b>Fax:</b>	
<b>Billing Address:</b>	<del>6835 N. 57<sup>th</sup> Avenue, Ste. 100</del> 6829 N. 58 <sup>th</sup> Dr.	<b>Contact Number:</b>	623.930.2880
<b>City/State/Zip:</b>	Glendale, AZ 85301	<b>Email Address:</b>	crsmith@glendaleaz.com
<b>Cox Account #:</b>	223084301		

Taxes and Fees Not Included					
Description of "Services"	Quantity	"Term" (Months)	Type	Monthly Recurring Charges	One Time Activation & Setup Fees
Cox Business Internet 100Mb/20Mb includes 1 Static IP Address	1	60	Coax	\$275.00	\$0.00
<b>Totals:</b>				\$275.00	\$0.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

**Applicable Terms**  
 This Agreement is subject to the terms of the State of Arizona Contract ADSPO15-088473 which Customer adopts, as its own separate and independent agreement as part of this Agreement. This Agreement shall also be subject to any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox Business tariffs, Service Guides, State and Federal regulations, and the General Terms located at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox>, and the Cox Acceptable Use Policy (the "AUP"). The terms of this Agreement and referenced terms in the preceding sentence shall take precedence over any terms of the adopted State contract. The "Term" of this Agreement shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above. E-rate terms contained in the adopted State contract shall not apply if Customer is not receiving or seeking funding under the E-Rate program. "Acceptance" of the Agreement by Cox Business shall occur upon the earlier of (i) Cox Business' countersignature of this Agreement or (ii) Cox Business' installation of Service at Customer's location. This contract is for services only and Cox Business is not creating any intellectual property or works made for hire under this Agreement.

**Special Conditions**



**Customer:** City of Glendale

By: [Signature]  
Title: Asst. Chief  
Date: 1-26-16

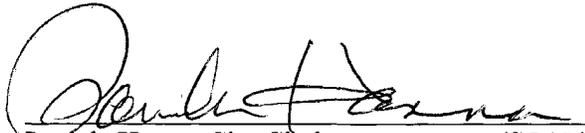
**Cox Business:** Cox Arizona Telcom, LLC dba Cox Business on behalf of itself and its affiliate Cox Communications Arizona, LLC

By: [Signature]  
Title: Sales Manager  
Date: 2/15/16

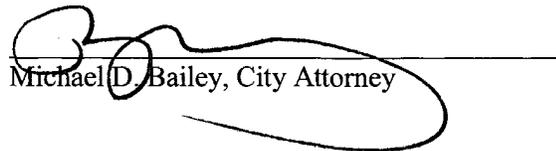
CITY OF GLENDALE, an Arizona  
municipal corporation

  
\_\_\_\_\_  
Kevin R. Phelps, City Manager

ATTEST:

  
\_\_\_\_\_  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael D. Bailey, City Attorney