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MARY JO SPINO  
COUNTY CLERK



**ADDENDUM TO WINDSTREAM SERVICE TERMS AND CONDITIONS**

This Addendum is entered between **Windstream** and **Jackson County** ("Customer"), and amends the Windstream Service Terms and Conditions ("Agreement") that will be used in connection with Proposal Numbers 7200999 through 7201001, 7201003 through 7201020 and 7201022 through 7201034 between Windstream and Customer ("Parties"), which Proposals are more specifically listed on the Exhibit A attached to this Addendum.

The Agreement shall be deemed amended as follows:

The fifth sentence of Section 12 (Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution) of the Agreement will be deleted in its entirety and replaced with the following:

"The terms of RFP #40-15 WAN System Services (the "RFP") issued by the Customer and Windstream's response thereto are hereby also incorporated by reference into this Agreement. In the event of any conflict between the provisions of this Agreement and any of the documents incorporated by reference, the provisions of the Tariffs, the FCC or state Service Publications, or Value-Added Services click-through agreements for applicable Services, shall control, followed by this Agreement, the Acceptable Use and Privacy policies, Windstream's response to the RFP, and then the terms of the RFP."

Section 16 (Indemnity) of the Agreement will be deleted in its entirety.

To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer

**JACKSON COUNTY**  
(Customer)

**WINDSTREAM**  
(and its affiliates)

Signature:   
Authorized Rep  
(Printed Name) Q. Troy Thomas  
Title Director, Finance/Purchasing  
Date October 2, 2015

Signature:   
Authorized Rep  
(Printed Name) Susanne Hill  
Title Account Executive  
Date: 10/2/15

*Mark Evans*  
*Mark Evans*  
*Regional Director*  
*10-2-15*

# windstream

www.windstream.com

## Exhibit A Summary of Proposals for Jackson County 36 Month Term

Proposal ID	Site Name	Services Offered	MRC
7200999	Circuit Court IT	10000mb Ethernet internet / MPLS Shared Port	\$3,733.59
7201000	Court House Annex	150 mb Ethernet Internet / MPLS Shared Port	\$1,624.25
7201001	Family Justice Center	100mb Ethernet Internet / MPLS Shared Port	\$1,231.96
7201003	Hill Top School	10mb Ethernet Internet / MPLS Shared Port	\$581.64
7201004	Family Court Area 2	3mb Dedicated Internet / MPLS Shared Port	\$315.00
7201005	Jackson County Records Center	10mb Ethernet Internet / MPLS Shared Port	\$581.64
7201006	Leg Offices	3mb Dedicated Internet / MPLS Shared Port	\$350.00
7201007	MyArts	3mb Dedicated Internet / MPLS Shared Port	\$340.00
7201008	Public Works Admin	Ethernet Internet / MPLS Shared Port	\$1,231.96
7201009	PW-VSC	10mb Ethernet Internet / MPLS Shared Port	\$581.64
7201010	Sheriff	3mb Dedicated Internet / MPLS Shared Port	\$450.22
7201011	Truman Courthouse	100mb Ethernet Internet / MPLS Shared Port	\$1,231.96
7201012	Parks - Adair Park	1.5mb Dedicated Internet / MPLS Shared Port	\$205.00
7201013	Parks - Admin	10mb Ethernet Internet / MPLS Shared Port	\$581.64
7201014	Parks - Annex	3mb Dedicated Internet / MPLS Shared Port	\$552.69
7201015	Parks - Blue Springs Beach	1.5mb Dedicated Internet / MPLS Shared Port	\$205.00
7201016	Parks - Blue Springs Campground	1.5mb Dedicated Internet / MPLS Shared Port	\$205.00
7201017	Parks - Blue Springs Marina	3mb Dedicated Internet / MPLS Shared Port	\$340.00
7201018	Parks - Fort Osage	10mb Ethernet Internet / MPLS Shared Port	\$581.64
7201019	Parks - Frank White	1.5mb Dedicated Internet / MPLS Shared Port	\$190.00
7201020	Parks - 140th & Holmes	1.5mb Dedicated Internet / MPLS Shared Port	\$295.00
7201022	Parks - Jacomo Campground	1.5mb Dedicated Internet / MPLS Shared Port	\$250.00
7201023	Parks - Jacomo Marina	3mb Dedicated internet / MPLS Shared Port	\$340.00
7201024	Parks - Kemper	1.5mb Dedicated Internet / MPLS Shared Port	\$205.00
7201025	Parks - Longview Beach	1.5mb Dedicated Internet / MPLS Shared Port	\$205.00
7201026	Parks - Longview Campground	1.5mb Dedicated Internet / MPLS Shared Port	\$205.00
7201027	Parks - Longview Golf Course	10mb Ethernet Internet / MPLS Shared Port	\$581.64
7201028	Parks - Longview Lake Maintenance Facility	1.5mb Dedicated Internet / MPLS Shared Port	\$205.00
7201029	Parks - Longview Marina	3mb Dedicated Internet / MPLS Shared Port	\$340.00
7201030	Parks - Mo Town	1.5mb Dedicated Internet / MPLS Shared Port	\$250.00
7201031	Parks - Natural Resources Operations Facility	1.5mb Dedicated Internet / MPLS Shared Port	\$250.00
7201032	Parks - Social Populations Division Building	1.5mb Dedicated Internet / MPLS Shared Port	\$205.00

7201033	Parks - VSC	3mb Dedicated Internet / MPLS Shared Port	\$340.00
7201034	Parks - White House	1.5mb Dedicated Internet / MPLS Shared Port	\$205.00
		<b>TOTAL</b>	<b>\$18,991.48</b>

**PROPOSAL NOTES**


This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions

Each Party owns and reserves all rights to its own information, all information exchanged is confidential, and further disclosure is restricted unless required by law to be disclosed. If Customer wishes for information to be disclosed to any employee of Customer or other agent or third party, Customer may either add such employee, agent or third party as an authorized contact on Customer's account or otherwise authorize Windstream in writing to disclose particular information to such employee, agent or third party


The above pricing does not include applicable federal, state or local taxes, E911 charges, or any other fees and surcharges including, but not limited to Universal Service Fund (USF) and Federal Administrative Fee (FAF), etc Federal Subscriber Line Charge (FSLC), Network Cost Recovery Fee (NCRF), and Local Number Portability (LNP) fees are not applicable to bundled rates NetPlus lines will incur FSLC, NCRF, and LNP fees. If unblocked, International usage is available to Customer and will be billed per posted Terms and Conditions/Price List rates

Windstream Communications will provide CSU/DSU, Channel Bank, and Router if applicable The customer may not request a specific brand or type of equipment. Internet Service requires properly configured peer-to-peer or client/server Ethernet network capable of connecting to a router at 10BaseT connection

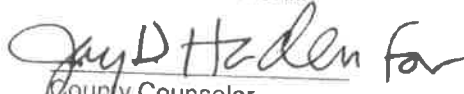
**Jackson County**

By:   
Name: Troy Thomas  
Title: Director, Finance/Purchasing  
Date: October 2 2015

**Windstream and its affiliates**

By:   
Name: Mark Evans  
Title: Regional Director  
Date: 10-2-15

APPROVED AS TO FORM

  
County Counselor



**FIBER BUILD ADDENDUM TO**  
**WINDSTREAM SERVICE TERMS AND CONDITIONS**

This Addendum is entered between the Windstream ("Windstream") and Jackson County, MO, ("Customer"), and amends the Windstream Service Terms and Conditions ("Agreement") entered between Windstream and Customer ("Parties").

Because the Services contemplated by the Agreement require construction efforts, the Agreement is amended as follows:

- 1) The following language is added to the end of Section 14, Termination:

Notwithstanding the foregoing, Customer agrees that it may not terminate the Agreement for late delivery without incurring termination liability pursuant to the "Termination Liability" section, unless the following conditions are met: (i) Windstream misses the requested service date by more than One Hundred Eighty (180) days (the "Additional Construction Period"); (ii) Customer provides written notice to Windstream within five (5) days following the end of the Additional Construction Period; and (iii) Customer provides written notice prior to a subsequent delivery of Service by Windstream. If the Customer does not provide notice of termination pursuant to the foregoing conditions and Services are not available at the end of the five (5) day period following the Additional Construction Period, then Windstream will have an additional One Hundred Eighty (180) day period to provide the Service, during which Customer may not terminate without incurring the Termination Liability. Notwithstanding any provision of this Agreement to the contrary, Customer may not terminate if any of the causes or reasons for Windstream's failure to deliver within One Hundred Eighty (180) days of the requested service date are beyond Windstream's reasonable control, which shall include: (i) act of God, fire, flood; (ii) fibers cuts, equipment failure, shortages or unavailability or other delay by a third party supplying services, equipment, fiber, network or rights thereto to Windstream; (iii) government codes, ordinances, laws, rules, regulations or restrictions; (iv) strikes, lockouts or other labor disputes or unrest; (v) the process of securing permits; (vi) make ready construction; and, (vii) processes controlled by third parties relating to make ready construction such as engineering, surveying, moving lines and cables on poles, securing pole or conduit rights, and obtaining easements, franchises, use of rights of way, or similar permissions, authorizations or rights from unaffiliated third parties; and (viii) any other cause beyond the reasonable control of Windstream. In these instances Windstream's obligations shall be excused and extended for and during the period of any such delay.

- 2) Section 15, Effect of Termination, is deleted in its entirety and is replaced with the following new Section 15, Termination Liability:

It is understood and agreed that if, before, on or after the service commencement date, Customer terminates any Service due to any reason other than material breach by Windstream or if Windstream terminates any Service for Customer's material breach or failure to pay sums due hereunder, Customer will pay Windstream within ten (10) days of the effective date of termination: (i) for all Services previously rendered with respect to such Service; and (ii) an amount equal to the monthly fee for such Service multiplied by the number of months remaining in the applicable Proposal Term with respect to such Service. Such amounts constitute liquidated damages, not a penalty.

- 3) A new Section 23, Grant of License ("License"), is added:

Customer grants to Windstream for the term of the Agreement the right to use and maintain such space as is necessary to provide the Services inside each Customer location (the "Licensed Space"). No fees or charges shall be imposed on Windstream for the Licensed Space. As a part of this License, Customer shall provide Windstream such rack space, power, back-up power, HVAC, 24/7 access and ingress/egress rights to the Licensed Space, and easement/building entrance rights from Windstream's network from the public rights of way as are reasonably necessary to provide the Services per Windstream's specifications.


The Agreement noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.


Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

**Customer**

By:   
Name: Troy Thomas  
Title: Director, Finance/Purchasing

**Windstream**

By:   
Name: Mark Evans  
Title: Regional Director  
10-2-15

APPROVED AS TO FORM

  
County Counselor