

SureWest SERVICE ORDER

FILED

JUL 25 2012

MARY JO SPINO
COUNTY CLERK

ADD

Today's Date: 7/20/2012

Due Date: 10-5-12

Account Number: 103919

Sales Rep: Ron Ford

Customer Name: <u>Jackson County</u>	New Address: (if moving)
Address 1: <u>415 E. 12th St.</u>	Address 1: _____
Address 2:	Address 2: _____
City, State, Zip <u>Kansas City, MO 64106</u>	City, State, Zip _____
Customer Contact: <u>Mike Lear 816-881-3153</u>	

1. Scope:

2.

- a. This Business Communications Addendum ("Addendum") is made this day 20 of July, 2012 by and between Everest Connections, LLC ("Everest"), and, Jackson County ("Customer"). This Addendum amends to the original Business Communications Agreement (the "Agreement") between the parties.
- b. This Addendum does not modify, alter or amend the Agreement except as expressly stated herein...

3. Description of Change in Services (including Term & Price)

Add one new account number for services associated with this upgrade order (see attachment for full list of locations)
This is a 3 year term

- * Any locations added beyond the ones on this upgrade order will run coterminous with this contract term.
- * Customer will have ability to add/delete locations without early termination penalties
- * Surewest network will honor any priority or QOS tagging provided by Jackson County

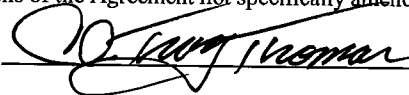
See Attachments A & B

This addendum shall consist of Jackson County's Request for Proposals (RFP) 53-12, Surewest's response to RFP, dated April 18, 2012 and this document labeled "Service Order", with attachments. In the event of conflict among the terms of any of these documents, the terms of the documents in the following order of priority shall prevail: 1) This document; 2.) SureWest's response dated April 18, 2012; and 3.) Jackson County's RFP 53-12.

Product Name	Monthly Recurring Charge	Installation / Trip Charge
<u>Multi-locations for Etherman</u>	<u>13050.00</u>	<u>0.00</u>
<u>2 locations with Internet</u>	<u>390.00</u>	_____
<u>Two - /27 Static IP</u>	<u>0.00</u>	_____
_____	_____	_____
_____	_____	_____
TOTAL	3a) \$ 13440.00	3b) \$ 0.00

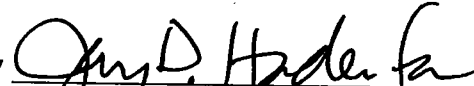
3. Everest and Customer agree that (3a) represents the monthly recurring charge, minus taxes and fees; (3b) represents any additional installation fee associated with amended services. Non-recurring charges, such as long distance, will be billed on a usage basis, and added to the monthly rate.

4. All other provisions of the Agreement not specifically amended by this Addendum shall remain in full force and effect.

Customer Signature  Printed Name _____ Date 7/24/12

Q. TROY THOMAS
JACKSON COUNTY, MO
Director of Finance and Purchasing

APPROVED AS TO FORM:

By 
W. Stephen Nixon
County Counselor

ATTEST BY:


Mary Jo Spino
Clerk of the County Legislature

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$ 161,280 which is hereby authorized.

July 24, 2012
Date


Director of Finance and Purchasing

Acct. # 001-5101-56430-107,361
002-5102-56430-2,100
003-5103-56430-44,469
004-5104-56430-7,350

51012012024

161,280

Jackson County WAN Attachment A

SPECIAL TERMS AND CONDITIONS – SERVICE LEVEL AGREEMENT.

SureWest agrees to provide to Customer in connection with the Services the following Service Level Agreement (“SLA”). This SLA shall apply to the extent practicable to each transport Service made available at an individual Customer location identified on the Service Orders constituting Attachment 1. It does not apply to non-transport items such as DIDs, individual numbers, minutes of long distance or equipment.

(a) Service Outage(s). Customer shall have the following rights with respect to Unscheduled Service Outages (as defined below) or any individual Service:

(i) Single Service Outage. If Customer experiences a single Unscheduled Outage of a Service to any Customer location of more than twenty-four (24) consecutive hours, then, in addition to any billing credit for the Unscheduled Outage, Customer may cancel the affected Service (and/or this Agreement if there are no other Services being provided) on thirty (30) days written notice to SureWest without being required to give SureWest any right to cure and without any early termination charge related to the remainder of the Service Term.

(ii) Cumulative Outage at a Customer Location. If Customer experiences a cumulative Unscheduled Outage of Services to any Customer location that combine to total more than twenty-four (24) hours in any thirty (30) day period, then, in addition to any billing credit for the Unscheduled Outage, Customer may cancel the affected Services to the location (and/or this Agreement if there are no other Services being provided) on thirty (30) days written notice to SureWest without being required to give SureWest any right to cure and without any early termination charge related to the remainder of the Service Term.

(iii) Outages at Multiple Customer Locations. If Customer experiences simultaneous Unscheduled Outages of Services to multiple Customer locations of more than eight (8) hours, then, in addition to any billing credit for the Unscheduled Outages, Customer may cancel the affected Services (and/or this Agreement if there are no other Services being provided) on thirty (30) days written notice to SureWest without being required to give SureWest any right to cure and without any early termination charge related to the remainder of the Service Term.

(iv) General Unscheduled Outage Credit. Except where another credit is specifically provided in the Agreement, for every Unscheduled Outage with a duration of more than one (1) hour, Customer shall receive a proportionate credit to its base recurring charge for the affected Service(s) that reflects the ratio of the length of the Unscheduled Outage in full hours (rounded up to the next full hour) to the total of hours in the month.

An Unscheduled Outage is a complete outage of any individual Service that is not planned or scheduled, that materially affects Customer's use of the affected Service, and that is not caused by Customer (or

someone acting on behalf of Customer, including a contractor) or a force majeure event. An Unscheduled Outage is measured from the time it is automatically recorded, reported in writing to SureWest or SureWest otherwise becomes aware of it, until the Customer regains use of the Service. Time during which SureWest requires and is not afforded access to Customer's premises is excluded. For purposes of subsections (i) to (iii), time during which SureWest provides to Customer a reasonable alternative substitute Service that is acceptable to Customer is excluded. The available credit or cancellation of the affected Service is the sole remedy available to Customer for Unscheduled Outages.

Attachment B Locations

The following locations will be on 3 year terms and under one account number for billing purposes

Service Delivery Point (SDP), Premise Equip. & Address	Committed Information Rate (CIR)	Monthly Recurring Cost (Taxes, Fees, etc)	Term Months
Circuit Court IT Cisco 6509 1305 Locust Kansas City, MO 64106	CIR(MIN) 150 Mbps	\$2,250	36
Court House Annex Cisco 3825 308 W. Kansas Independence, MO 64050	CIR(MIN) 100 Mbps	\$2,155	36
Family Justice Center Cisco 3825 625 E 26th St. Kansas City, MO 64108	CIR(MIN) 100 Mbps	\$1,500	36
Hill Top School Cisco 2811 301 NE Gregory Blvd. Lee's Summit, MO 64064	CIR(MIN) 3.0 Mbps	\$350	36
McCune School Cisco 2811 21001 E. 24 Hwy Independence, MO 64055	CIR(MIN) 3.0 Mbps	\$350	36

Service Delivery Point (SDP), Premise Equip. & Address	Committed Information Rate (CIR)	Monthly Recurring Cost (Taxes, Fees, etc)	Term Months
Sheriff 1841 Rennau Summit, MO 64064	CIR(MIN) 3.0 Mbps	\$350	36
Cisco 3310 NE Lee's	CIR(MIN) 1.544 Mbps	\$175	36
Jackson County Records Center Cisco 2811 601 S. 291 Hwy Independence, MO 64056			
Public Works Admin Cisco 2621 W. Walnut Independence, MO 64050	CIR(MIN) 1.544 Mbps	\$175	36
PW-VSC 2621 Old 40 Hwy Valley, MO 64029	CIR(MIN) 1.544 Mbps	\$175	36

Service Delivery Point (SDP), Premise Equip. & Address	Committed Information Rate (CIR)	Monthly Recurring Cost (Taxes, Fees, etc)	Term Months
My Arts Center 1760 Main Independence, MO 64051 Cisco 315 N.	CIR(MIN) 1.544 Mbps 	\$175 	36
Parks - Kemper Cisco 1721 8201 S. Jasper Bell Blue Springs, MO 64015	CIR(MIN) 1.544 Mbps 	\$175 	36
Parks - White House Cisco 1841 22501 SW Woods Chapel Rd. Blue Springs, MO 64015	CIR(MIN) 1.544 Mbps 	\$175 	36
Parks - Longview Golf Course Cisco 1841 High Dr. MO 64134 11100 View Kansas City,	CIR(MIN) 1.544 Mbps 	\$175 	36

Service Delivery Point (SDP), Premise Equip. & Address	Committed Information Rate (CIR)	Monthly Recurring Cost (Taxes, Fees, etc)	Term Months
Parks - Admin Cisco 1841 22807 SW Woods Chapel Rd. Blue Springs, MO 64015	CIR(MIN) 1.544 Mbps	\$175	0
Parks - Longview Campground Cisco 1841 10711 Scherer Rd. Kansas City, MO 64134	CIR(MIN) 1.544 Mbps	\$175	36
Parks- Mo Town Cisco 1841 8010 East Park Rd. Blue Springs, MO 64064	CIR(MIN) 1.544 Mbps	\$175	36
Parks - Longview Beach Cisco 1601 11101 Raytown Rd. Kansas City, MO 64134	CIR(MIN) 1.544 Mbps	\$175	36
Parks - Fort Osage Cisco 2621 Osage Street 105 Sibley,	CIR(MIN) 1.544 Mbps	\$1,370	36

Service Delivery Point (SDP), Premise Equip. & Address	Committed Information Rate (CIR)	Monthly Recurring Cost (Taxes, Fees, etc)	Term Months
MO 64088			
Parks - Annex Cisco 1841 22101 SW Woods Chapel Rd. Blue Springs, MO 64015	CIR(MIN) 1.544 Mbps	\$175	36
Parks - VSC Cisco 1841 22309 SW Woods Chapel Rd. Blue Springs, MO 64015	CIR(MIN) 1.544 Mbps	\$175	36
Special Populations Division Cisco 1841 10700 East 109th Street Kansas City, MO 64134	CIR(MIN) 1.544 Mbps	\$175	36
Longview Lake Maintenance Cisco 1841 Longview Road Lee's Summit, MO 64081	CIR(MIN) 1.544 Mbps	\$175	36

Service Delivery Point (SDP), Premise Equip. & Address	Committed Information Rate (CIR)	Monthly Recurring Cost (Taxes, Fees, etc)	Term Months
City of Kansas City "Virtual" Kansas City, MO 64106	CIR(MIN) 1.544 Mbps	\$175	36
Family Court Area 2 Cisco C837 3100 Main Kansas City, MO 64111	CIR(MIN) 1.544 Mbps	\$175	36
Parks - Longview Marina Cisco C837 E. Longview Rd. City, MO 64134	CIR(MIN) 1.544 Mbps	\$175	36
Med Exam Cisco C827 E. 24th St. Kansas City, MO 64108	CIR(MIN) 1.544 Mbps	\$175	36

Service Delivery Point (SDP), Premise Equip. & Address	Committed Information Rate (CIR)	Monthly Recurring Cost (Taxes, Fees, etc)	Term Months
Leg Offices Cisco C837 201 West Lexington Independence, MO 64050	CIR(MIN) 1.544 Mbps	\$175	36
Parks - Adair Park Cisco 877 4400 South Lees Summit Rd. Independence, MO 64055	CIR(MIN) 1.544 Mbps	\$175	36
Parks - Jacomo Campground Cisco C837 9200 NE Rennau Dr. Blue Springs, MO 64064	CIR(MIN) 1.544 Mbps	\$175	36
Parks - Natural Resources Operations Facility Cisco C827 or Cisco 837 8100 East Park Road Blue Springs, MO 64064	CIR(MIN) 1.544 Mbps	\$175	36

Service Delivery Point (SDP), Premise Equip. & Address	Committed Information Rate (CIR)	Monthly Recurring Cost (Taxes, Fees, etc)	Term Months
Parks - Blue Springs Marina Cisco C837 1700 NE Bowlin Rd. Blue Springs, MO 64015	CIR(MIN) 1.544 Mbps	\$175	36
Parks - Jacomo Marina Cisco C837 7401 W Park Rd. Blue Springs, MO 64064	CIR(MIN) 1.544 Mbps	\$175	36
Parks - Blue Springs Campground Cisco C837 1200 NE Bowlin Rd. Blue Springs, MO 64015	CIR(MIN) 1.544 Mbps	\$175	36
Parks - Blue Springs Beach Cisco C827 or Cisco 837 1500 NE Bowlin Rd. Blue Springs, MO 64015	CIR(MIN) 1.544 Mbps	\$175	36
TOTALS		\$13,050	

Service Delivery Point (SDP), Premise Equip. & Address	Committed Information Rate (CIR)	Monthly Recurring Cost (Taxes, Fees, etc)	Term Months
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Optional Internet Access (Addendum #1)			
Public Works Admin 2621 Walnut Independence, MO 64050	Cisco 303 W.	1.544 Mbps \$195	36
Med Exam C827 24th St. City, MO 64108	Cisco 660 E. Kansas	1.544 Mbps \$195	36

Grand Total \$13,440