

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an Addendum to the Agreement with Windstream Communications for wide-area network services for use by the Information Technology Department, at an annual additional cost to the County in the amount of \$5,190.00.

RESOLUTION NO. 19869, May 21, 2018

INTRODUCED BY Dennis Waits, County Legislator

WHEREAS, by Resolution 18938, dated September 21, 2015, the Legislature did award a thirty-six month contract with two twelve-month options to extend with Windstream Communications of Kansas City, Missouri, for the furnishing of wide-area network (WAN) services for use by the Information Technology Department, under the terms and conditions of Request for Proposals No. 40-15; and,

WHEREAS, by Resolution 19121, dated April 4, 2016, the Legislature did authorize an Addendum to the Agreement to incorporate WAN services for the Sheriff's Office and to revise the WAN services for the Fort Osage Education Center; and,

WHEREAS, the Historic Truman Courthouse has a need to increase its current WAN line capacity from 100gb to 250gb, which will raise the monthly charge to \$1,905.84; and,

WHEREAS, the new annual cost for WAN service at the Truman Courthouse will be \$38,680.32; and,

WHEREAS, the Longview Lake Marina is also converting its WAN connection to SD WAN, which will actually improve its network connection at a lower cost; and,

WHEREAS, an Addendum to the Agreement is needed to provide these WAN network changes, at an additional annual cost to the County for 2018 not to exceed \$5,190.00; and,

WHEREAS, an Addendum to the Agreement is a suitable mechanism to memorialize this contract revision; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Department of Finance and Purchasing be and hereby is authorized to execute the attached Fourth Addendum to the Agreement with Windstream Communications; and,

BE IT FURTHER RESOLVED that the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the Agreement and Addenda thereto.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19869 of May 21, 2018, was duly passed on June 4, 2018 by the Jackson County Legislature. The votes thereon were as follows:


Yeas 8

Nays 0

Abstaining 0

Absent 1

6.4.18
Date


Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 001 5101 56430
ACCOUNT TITLE: General Fund
Non-Departmental
Telephone Utility
NOT TO EXCEED: \$5,190.00

Funding for future years is subject to annual appropriation in the County's then current budget.

5/17/18
Date


Chief Administrative Officer

Amendment to Agreement

(Existing Service Location)

This Amendment ("AMENDMENT") is made as of this 30th day of April, 2018 to the Service Agreement bearing an Effective Date of _____ (the "Agreement"), by and between JACKSON COUNTY TRUMAN COURTHOUSE ("Customer") and the Windstream legal entit(ies) providing the Services to Customer, as identified on Customer's bill ("Windstream").

A. Windstream and Customer hereby agree to amend the Agreement to: [check all that apply].

i. **Reconfigure services at the existing Service location, as follows:**

change channel assignments between voice/data [describe change and associated charges]:

change facility from one type to another (e.g., Techpath to PRI) [describe change and associated charges]:

change router equipment from one type to another [describe change and associated charges]:

ii. **Add an additional facility at the existing Service location (describe):**

iii. **Add a new Service to existing location (describe):** Adding SD WAN w/teleco & wireless broadband. Also upgrading to 250MG connection to Independence MO location

iv. **Modify the Term of the Agreement to end as of**

v. Relocate the Service location from _____ to _____ There will be a one time non-recurring charge to Customer to relocate the facility(ies) and/or service(s) in connection with this relocation in the amount of \$ _____

B. Attachment A to this Amendment, Quote # 1583330 which is incorporated by reference, sets forth the rates and other terms and conditions to apply to the additional facilities and/or Services ordered hereunder.

C. Except as modified by this Amendment, the terms and conditions set forth in the Agreement remain unchanged.

D. **This document may only be used for moves, adds, or changes. Under no circumstances, may Customer receive a credit of any kind through execution of this document.**

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed by their duly authorized representative, to be effective as of the date first above written.

BY: _____
NAME: _____
TITLE: _____
DATE: _____

WINDSTREAM
BY: _____
NAME: _____
TITLE: _____
DATE: _____

Attachment A to Amendment
Rates for the new facilities and/or Services only

The Rate Schedule attached hereto (if applicable) sets forth the rates that will apply to the services added pursuant to this Amendment

Quote 1583330

Customer Name

Customer Name	JACKSON COUNTY PARKS - LONGVIEW MARINA, #7201029	Proposal / Quote ID	1583330
Install Street Address	9898 E LONGVIEW RD	City, State, Zip	LEES SUMMIT, MO, 64134-0000
Opportunity ID	1670397	Service Order Type	Upsell
Contract Term	36	Effective Date	04/30/2018

Bundled Services**Total Qty****Price/Unit****Total Price****SD-WAN Bundle**

Site (VCE) Equipment	--	--	Included
SD-WAN Management: Concierge	--	--	Included
Service (10 Mbps)	--	--	Included
Total Services			\$97.60

Included**Total Qty****Price/Unit****Total Price****Access Loop**

Cellular Broadband Charge (5GB Data Plan)	--	1	\$95.00	\$95.00
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Access Loop

Broadband Access - Cable Charge (1.5 Mbps/384 Kbps)	--	1	\$47.41	\$47.41
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Total Features**\$142.41****Other Charges (Non-Recurring)****Included****Total Qty****Price/Unit****Total Price****Access Loop**

Cellular Broadband Provider	--	1	\$0.00	\$0.00
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Cellular Broadband	--	1	\$0.00	\$0.00
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Access Loop

Broadband Access	--	1	\$0.00	\$0.00
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SD-WAN

Uninterruptible Power Supply (UPS) - Purchase	--	1	\$240.00	\$240.00
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Service (10 Mbps)	--	1	\$0.00	\$0.00
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Site (VCE) Equipment	--	1	\$0.00	\$0.00
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Total Other Charges (Non-Recurring)**\$240.00**

* Rates are subject to change on 30 days notice via bill message on customer's invoice.

** Additional charges apply for all local, long distance and 8XX features, network access charge, router maintenance, CPE maintenance and directory listings. For the current features pricing, go to <http://www.paetec.com/about-us/notice>.

*** Amounts listed are reasonable approximations based on initial proposal. Actual amounts shall depend on final lease amount set forth in the Customer's Lease Agreement.

Customer Name

Customer Name	JACKSON COUNTY TRUMAN COURTHOUSE, #7201011	Proposal / Quote ID	1583330
Install Street Address	102 N MAIN ST	City, State, Zip	INDEPENDENCE, MO, 64050
Opportunity ID	1670397	Service Order Type	Upsell
Contract Term	36	Effective Date	04/30/2018

Bundled Services**Total Qty****Price/Unit****Total Price**

MPLS VPN Bundle

Bandwidth	250.0 Mbps	--	Included
Transport	1	--	Included
MPLS VPN	Yes	--	Included
Managed Router - Advanced	--	--	Included
Managed Router Equipment	--	--	Included
Total Services			\$1,905.84

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Local Loop Install Charge	--	1	\$0.00	\$0.00
VPN				
Data Accessories kit 1 Charge	--	1	\$0.00	\$0.00
Data Installation Charge	--	1	\$0.00	\$0.00
Managed Router - Advanced Installation Charge	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Solution	Total Price
Total Monthly Recurring Charges	\$2,145.85
Total Non-Recurring Charges	\$240.00
Minimum Monthly Fee	\$2,145.85

Service Information

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.

CUSTOMER

Signature: _____

Printed Name: _____

Title: _____

Date: _____

WINDSTREAM

Signature: _____

Printed Name: _____

Title: _____

Date: _____

This offer is voidable by Windstream if not signed and returned to Windstream by 14th day of June, 2018 .

Letter of Agency

Contact Name:	Company Name:
Billing Address:	
City, State, Zip:	
Current Carrier:	Order Date:

Authorization to Change Service Provider(s)

On behalf of the Company, I hereby authorized Windstream Communications ("Windstream") and its operating affiliates* listed on Exhibit A to change my Company's provider(s) for the following services from my current telecommunications carrier(s) to Windstream for each of the telephone numbers listed below. Check all applicable services:

<input type="checkbox"/>	Local
<input type="checkbox"/>	Intrastate, IntraLATA Long Distance Service (also known as local toll)
<input type="checkbox"/>	Interstate, InterLATA and International Long Distance

I represent that I am at least eighteen years of age and that I have the authority to change telecommunications carriers for each of the telephone numbers identified below. I understand that I have the right to obtain telecommunications services individually. I also understand that I may designate only one local exchange carrier, one intralATA carrier, and one interLATA carrier per telephone number.

I choose Windstream to act as my agent to carry out the change(s) and authorize Windstream to handle on my behalf all arrangements, including ordering, changing, and/or maintaining my service, with my local telephone company(s), interexchange carriers, equipment vendor(s), and consultant (s). By designating Windstream to act as my agent, I do not permit Windstream to change my service to a carrier other than Windstream. I understand, that there may be a fee to change from the Company's current telecommunications carrier(s) to Windstream.

INSTRUCTIONS: LIST ALL APPLICABLE BILLING TELEPHONE NUMBERS OR LIST THE MAIN BILLING TELEPHONE NUMBER BELOW AND ATTACH A DOCUMENT IDENTIFYING ALL ASSOCIATED TELEPHONE NUMBERS SUBJECT TO THIS LOA

Telephone Numbers:

I authorize Windstream to issue all necessary instructions on my behalf and confirm that my preferred provider for the telecommunications service(s) checked above will be changed for the telephone number(s) specified above. This agreement will remain in effect until revoked in writing by the Company.

Company Signature: _____ Date: _____

*Business Telecom of Virginia, Business Telecom, Cavalier Telephone Mid-Atlantic, Cavalier Telephone, Choice One Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New York, Ohio, Pennsylvania, or Rhode Island), Connecticut Broadband, Connecticut Telephone & Communication Systems, Conversent Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, or Vermont), CTC Communications, CTC Communications of Virginia, DeltaCom Business Solutions, DeltaCom, EarthLink Business, EarthLink Carrier, Georgia Windstream, Intellifiber Networks, LDMI Telecommunications, Lightship Telecom, McLeodUSA Telecommunications Services, Nebraska Windstream, Network Telephone, NuVox (Arkansas or Indiana), Oklahoma Windstream, PAETEC Communications of Virginia, PAETEC Communications, Talk America of Virginia, Talk America, Texas Windstream, The Other Phone Company, US LEC Communications, US LEC (of Alabama, Florida, Georgia, Maryland, North Carolina, Pennsylvania, South Carolina, Tennessee, or Virginia), US Xchange (of Illinois, Indiana, Michigan, or Wisconsin), Windstream (Communications Southwest, Accucomm Telecommunications, Alabama, Arkansas, Buffalo Valley, Communications Kerrville, Communications Telecom, Communications, Concord Telephone, Conestoga, D&E Systems, D&E, Direct, EN-TEL, Florida, Georgia Communications, Georgia Telephone, Georgia, Iowa Communications, Iowa-Comm, IT-Comm, KDL, KDL-VA, Kentucky (East or West), Kerrville Long Distance, Lakedale Link, Lakedale, Lexcom Communications, Lexcom Long Distance, Mississippi, Missouri, Montezuma, Norlight, North Carolina, NorthStar, NTI, Windstream of the Midwest, Ohio, Oklahoma, Pennsylvania, South Carolina, Southwest Long Distance, Standard, Sugar Land, Systems of the Midwest, or Western Reserve), or Windstream NuVox (of Indiana, Kansas, Missouri, Ohio, and Oklahoma)