

AMENDMENT NO. <u>8</u> TO BUSINESS SERVICE AGREEMENT FOR MOVE, ADD, CHANGE AND/OR DELETION OF A SERVICE

This Amendment No. 8 ("Amendment") is made as of this 22nd day of February, 2016 (the "Effective Date") between Jackson County ("Customer") and the Consolidated Communications entity ("CCI") identified on the Business Service Agreement ("Agreement") between CCI and Customer, executed by Customer as of October 26th, 2012 (the "Agreement Effective Date").

In consideration of the mutual promises and commitments set out herein, Customer and CCI agree as follows:

1. LOCATIONS AFFECTED. The following locations are affected by this Amendment:

Customer:	Jackson County	
Location(s) Affected:	415 E. 12th St. Ste. G8	
	Kansas City, MO 64106	(4)

- 2. BASIC AGREEMENT. Customer seeks to make one or more Service move(s), add(s), change(s) or deletion(s) in accordance with the terms and conditions of the Agreement, and CCI is willing to make them for Customer. The parties agree to do so as provided in this Amendment. This Amendment may also address moves, adds, changes and deletions of individual facilities and equipment if listed.
- 3. LISTING OF CURRENT SERVICES AND IDENTIFICATION OF MOVES, ADDS, CHANGES AND DELETIONS SOUGHT BY CUSTOMER: Set out below are: (1) a listing of all existing Services; (2) a listing of all individual Service moves, adds, changes and deletions to be made pursuant to this Amendment, with applicable CCI charges for such actions; and (3) a listing of all individual Services that will be in place after all modifications are made, with the new individual and total MRC pricing (excluding taxes, fees, universal service and similar assessments, which are also payable by Customer.) If no other location is specified, all Services moves, adds, changes and deletions will be made at the Address set out above.
 - A. CURRENTLY EXISTING SERVICES: Customer currently is being provided with the following Services:

Service and Location	Term (months)	Base MRC per unit (e.g. per line)	Total Base MRC for Service
Existing WAN Services	36		\$15,450.00
	Existing WAN Services		

B. NEW SERVICE MOVES, ADDS, CHANGES AND/OR DELETIONS: The following modifications to the Services listed above are to be made pursuant to this Amendment:

Change (Note if a move, add, change or deletion)	Service and Location	New Term (months) if move, add or change	Change in Base MRC per unit, if applicable	Change in Total MRC for listed Service, if applicable
			Note if MRC increa	se or decrease (+/-)
Delete	Disconnect all WAN services for acct 913-055- 9578			\$0.00
			11-14-11-1	

Unless otherwise stated, if Customer is adding the new Services in the same location, and if the Terms for the new Services will extend beyond the end of the Terms for the remaining existing Services, the Term for all connected Services will be extended to the Terms of the new Services so that all Terms will expire at the same time, simplifying contract administration for each party.

If Customer is deleting an existing Service, Customer is responsible for an early termination charge related to the current Service being deleted unless that Service is being replaced with or upgraded to a new Service in the same location at an equal or higher MRC, or unless the parties otherwise expressly provide in this Amendment.

C. SERVICES TO BE IN PLACE AFTER MOVES, ADDS, CHANGES AND/OR DELE	TIONS:	Upon dompletion of this
Service Order, the Services provided by CCl to Customer will consist of the following:	1	

APR 22 2016

MARY JO SPINO COUNTY CLERK

Quantity	Service and Location	Term (months)	Base MRC per unit (e.g. per line)	Total Base MRC for Service
I	Existing Services	36		\$15,450.00
Delete	Disconnect all WAN services for acct 913-055-9578			\$0.00
	Services to be disconnected April 31st 2016			
	Services to be disconnected April 51st 2010			

[As explained above, the Term for existing Services remaining at a location is extended to match the Term for new Services there.]

- 4. CONTINUATION OF PAYMENT OBLIGATION FOR SERVICES. Customer's obligation to pay for these Services and any Services not covered here, under the Agreement or another agreement, will not be affected by this Amendment except to the extent specifically provided herein. Any long distance package pricing excludes all charges related to international calls, which will be separately identified on the bill and are also payable by Customer.
- 5. CONSTRUCTION OF TERMS; CONTINUATION OF REMAINDER OF AGREEMENT. Terms used in this Amendment have the same meaning as they do in the Agreement. Except as set out in this Amendment, all other terms and conditions of the Agreement remain in full force and effect. Any further amendment to the Agreement must be in writing and signed by both parties.
- 6. AUTHORITY OF REPRESENTATIVES. The persons signing this Amendment represent that they have the authority to execute this Amendment for their respective parties.

In witness whereof, CCl and Customer have executed this Amendment as of the Effective Date set out above.

The identified Consolidated Communications entity (CCI)	Jackson County (Customer)
By:	By: Dollary Chan
Name: That Eh gfg/	Name: Q. Troy Thomas
Title: //dyours // //	Title: Director of Finance and Purchasing
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The obligations of CCI under this Agreement are not effective until it is signed by an authorized CCI representative.

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APPROVED AS TO FORM:

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 \$33,036.00 which is hereby authorized.

April 22,2015

Director of Finance and Purchasing

001-5101-6430 21,81

Account #

002 5102 6470 766

51012016016

REVENUE CERTIFICATE

I hereby certify that there is a balance, otherwise unencumbered to the credit of the appropriation to which this Agreement 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 \$43,043.00 which is hereby authorized.

April 27, 2016

Director of Finance and Purchasing

Account Number: 001-5101-56430

001-5101-56430 36.743 004-5104-56430 5000 045-4500-56430 1300

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