

CONTRACT APPROVAL FORM

(Contract Management Use only)

**CONTRACT TRACKING NO.
CM2660**

CONTRACTOR INFORMATION

Name: Windstream

Address: _____
City State Zip

Contractor's Administrator Name: John W. Cone Title: Sales Specialist/Account Mng

Tel#: (908) 395-4804 Fax: (330) 405-2262 Email: john.cone@windstream.com

CONTRACT INFORMATION

Contract Name: Windstream Service Agreement for Fire Station 90 & 50 Contract Value: \$23,040 (\$640/Month)

Brief Description: 3 Year (36 months) Agreement for MPLS VPN at Fire Station 90 and 50. Replaces current T1 lines.

Contract Dates : From: 1/2/19 to: 1/1/22 Status: New Renew Amend# WA/Task Order

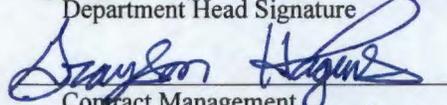
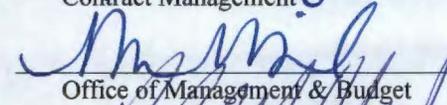
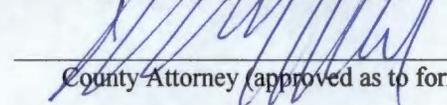
How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other Exempt under 5.2 of Purchasing Policy

If Processing an Amendment:

Contract #: _____ Increase Amount of Existing Contract: _____

New Contract Dates: _____ to _____ TOTAL OR AMENDMENT AMOUNT: _____

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- | | | | |
|----|---|---------------|--------------------------------------|
| 1. |  | <u>2/4/19</u> | <u>Technical Services</u> |
| | Department Head Signature | Date | Submitting Department |
| 2. |  | <u>2/4/19</u> | <u>01132516-541040</u> ^{MS} |
| | Contract Management | Date | Funding Source/Acct # |
| 3. |  | <u>2/5/19</u> | |
| | Office of Management & Budget | Date | |
| 4. |  | <u>2/9/19</u> | |
| | County Attorney (approved as to form only) | Date | |

Comments: _____ 19 FEB 5 AM 10:24

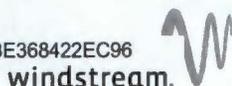
COUNTY MANAGER - FINAL SIGNATURE APPROVAL

 2/9/19
Michael Mullin Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
- Copy: Department
- Office of Management & Budget
- Contract Management
- Clerk Finance

John A. Crawford - Clerk Services
RGVD FEB 15 19 AM 8:06



Amendment to Agreement

(Adding New Service Location)

THIS AMENDMENT ("Amendment") effective as of the latter of the signature dates below, amends the Service Terms and Conditions with an Effective Date of 11/16/2018 (Proposal/Quote ID1720958), in addition to any and all related addenda or amendments (collectively, the "Agreement"), by and between FIRE RESCUE STATION 90 ("Customer") and the Windstream legal entit(ies) providing the Services to Customer, as identified on Customer's bill ("Windstream"). Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

RECITALS

WHEREAS the parties seek to amend the aforementioned Agreement as follows:

TERMS OF AMENDMENT

Accordingly, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree herein. The following provisions shall apply:

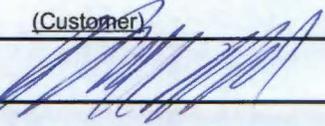
1. Windstream and Customer hereby agree to add the new Service location(s) as identified in Proposal Number 1720958, attached hereto and hereby incorporated into the Agreement. The Services to be provided at such Service location(s) and rates for the same are also set forth in Attachment A, along with other applicable terms and conditions.
 1. 3195 COUNTY ROAD 2, HILLIARD, FL 32046-5529
 2. 542310 US HWY 1, CALLAHAN, FL 32011-6493
2. Minimum Monthly Fee. Choose one:
 - a. As a result of adding the new Service location(s), the Customer's Minimum Monthly Fee shall be increased from \$0.00 to \$640.00, effective as of the first full billing cycle for the month of following installation of such Service(s).
or
 - b. The Minimum Monthly Fee of the Agreement shall not be increased as a result of adding the new Service location(s), however, there shall be a separate Minimum Monthly Fee applicable to the new Service location(s) in the amount of \$640.00, effective as of the first full billing cycle for the month following installation of such Service(s).
3. Term - As a result of adding the new location, **choose one**:
 - a. the Term of the Agreement shall be extended to end as of 1/02/2022
or
 - b. the Term of the Agreement shall not be extended as a result of adding the new Service location(s) but the new Service location(s) shall have a Minimum In-Service Period of 36 months as indicated by the Term of the Proposal. In the event that the Term of the Agreement expires prior to expiration of the Minimum In-Service Period for the new Service location(s), the Agreement shall continue in full force and effect with respect to such new Service Location(s) only until expiration of the applicable Minimum In-Service Period(s).

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

5. **This document may only be used for moves, additions 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.

(Customer)

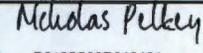
BY: 

NAME: _____

TITLE: _____

DATE: 2/1/19

WINDSTREAM
(and its affiliates)

BY: 

NAME: NICHOLAS PELKEY

TITLE: SMB Account Manager

DATE: January 3, 2019

Version 12/2016

Attachment A to Amendment

DocuSign Envelope ID: B188A6F8-A689-46C9-87EA-8E368422EC96

Attach approved Proposal Summary(s) for Services at the
Addition (New) Service location(s) Only.

Quote 1720958

PROPOSAL

Customer Name

Customer Name	FIRE RESCUE STATION 50, #208736811	Proposal / Quote ID	1720958
Install Street Address	542310 US HWY 1	City, State, Zip	CALLAHAN, FL, 32011-6493
Opportunity ID	1827229	Service Order Type	Upsell
Contract Term	36	Effective Date	01/02/2019

Bundled Services	Total Qty	Price/Unit	Total Price
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MPLS VPN Bundle

VPN Port	20.0 Mbps	--	Included
20.0 Mbps Windstream VPN	1	--	Included
MPLS VPN	Yes	--	Included
Total Services			\$290.00

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
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Access Loop

Ethernet	--	1	\$0.00	\$0.00
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VPN

VPN Port	--	1	\$0.00	\$0.00
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Total Other Charges (Non-Recurring)				\$0.00
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* 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	FIRE RESCUE STATION 90, #67815606	Proposal / Quote ID	1720958
Install Street Address	3195 COUNTY ROAD 2	City, State, Zip	HILLIARD, FL, 32046-5529
Opportunity ID	1827229	Service Order Type	Upsell
Contract Term	36	Effective Date	01/02/2019

Bundled Services	Total Qty	Price/Unit	Total Price
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MPLS VPN Bundle

VPN Port	20.0 Mbps	--	Included
20.0 Mbps Windstream VPN	1	--	Included
MPLS VPN	Yes	--	Included
Total Services			\$350.00

Other Charges (Non-Recurring)DocuSign Envelope ID: B188A6F8-A689-46C9-87EA-8E368422EC96
Access Loop

	Included	Total Qty	Price/Unit	Total Price
Ethernet	--	1	\$0.00	\$0.00
VPN				
VPN Port	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Solution**Total Price**

Total Monthly Recurring Charges	\$640.00
Total Non-Recurring Charges	\$0.00
Minimum Monthly Fee	\$0.00

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

DocuSigned by: _____

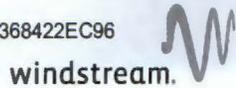
Signature: *Nicholas Pelkey*
D0125C80D010491

Printed Name: Nicholas Pelkey

Title: SMB Account Manager

Date: January 3, 2019

This offer is voidable by Windstream if not signed and returned to Windstream by 16th day of February, 2019



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:

N/A		

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: N/A Date: N/A

*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 Kerville, 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), Kerville 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)