

20150108-9067

**SEVENTH AMENDMENT
TO
CONTRACT SERVICE ARRANGEMENT AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
BELLSOUTH TELECOMMUNICATIONS, INC.**

THIS SEVENTH AMENDMENT to Contract Service Arrangement Agreement is made and entered into this 29th day of JANUARY, 2015 by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the Constitution and the laws of the State of Florida (the "Customer" or the "Subscriber"), and AT&T CORP., a New York corporation authorized to do business in the State of Florida with principal offices at 10375 Centurion Parkway North 3D-17, Jacksonville, Florida 32256, on behalf of its affiliates, including without limitation BellSouth Telecommunications, LLC, d/b/a AT&T Florida (the "Company"), for Voice Telecommunications Services, Data Telecommunications Services, and SONET Fiber Optic Ring Topology Services for general City (non-Library) functions the "Project").

WITNESSETH:

WHEREAS, effective September 30, 2011, Customer and Company made and entered into City of Jacksonville Contract No. 8569 (hereinafter the "City Contract") for the Project; and

WHEREAS, from October 1, 2014, through the day and year first above written the parties have worked together continuously and without interruption on the Project; and

WHEREAS, said City Contract has been amended six times previously; and

WHEREAS, said City Contract should be amended by accepting, adopting, and ratifying all actions of the parties under said City Contract from October 1, 2014, through the day and year first above written, by exercising the first of three two-year renewal options so as to extend the period of service from October 1, 2014, through September 30, 2016, and by increasing funding for fiscal year 2015 by \$2,000,000.00, with the total maximum indebtedness remaining the not-to-exceed amount of \$10,306,882.05, and with all other provisions, terms, and conditions of said City Contract remaining unchanged; now therefore

IN CONSIDERATION of the City Contract and of the mutual covenants and agreements contained herein, and for other good and valuable consideration acknowledged by the parties to be legally sufficient, the parties agree to amend the City Contract as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. All actions of the parties under the provisions, terms, and conditions of said City Contract from October 1, 2014, through the day and year first above written are accepted, adopted, and ratified.

3. Section 3.1 of said City Contract is amended by exercising the first of three two-year renewal options so as to extend the period of service from October 1, 2014, through September 30, 2016, and as amended shall read as follows:

“3.1 The term of this City Contract shall commence as of the Effective date and shall continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein until September 30, 2016, unless sooner terminated by mutual agreement of the parties hereto in accordance with the provisions of the City Contract. This City Contract may be renewed by mutual agreement for up to two additional two (2) year periods upon the same terms and conditions as set forth herein.”

4. The maximum indebtedness shall remain \$10,306,882.05.

SAVE AND EXCEPT as expressly amended in this instrument, the provisions, terms, and conditions of said City Contract, as previously amended, shall remain unchanged and shall continue in full force and effect.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, the parties hereto have executed this Seventh Amendment the day and year first above written.

ATTEST:



CITY OF JACKSONVILLE

By: James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary

By: Alvin Brown
Alvin Brown
Mayor

Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

WITNESS:

AT&T CORP., a New York corporation on
Behalf of its affiliated entities

Stephanie Harris
Name: Stephanie Harris

Donna Bryant-Johnson
Name: Donna Bryant-Johnson
Its: Customer Contracts Specialist

In accordance with Section 24.103(e) of the ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrances shall be made by subsequent check requests as specified in said Contract.

See Next Page
Director of Finance
City Contract No. 8569, Amd # 7
p 3

Form Approved:

James R. McCain, Jr.
Office of General Counsel

Encumbrance and funding information for internal City use:

Account..... OPIT531CS-04102

Amount.....\$ 2,000,000.00

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be **encumbered** by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued purchase(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such check request(s) are issued.

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; *provided however*, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

C. Ronald Belk

Director of Finance

City Contract # 8569, Amd #7

pm

Contract Encumbrance Data Sheet follows immediately.



20150108-9067

Addendum Agreement

Case Number FL14-2963-02

THE UNDERSIGNED PARTIES, AT&T Florida, ("Company") and City of Jacksonville ("Customer" or "Subscriber"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Contract Service Arrangement (CSA) Agreement FL03-4214-02. This Addendum Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

Offer Expiration: This offer shall expire on: 1/30/2015.

Accepted by:

Subscriber:

City of Jacksonville

By: [Signature]
Authorized Signature

Printed Name: ALVIN BROWN

Title: MAYOR

Date: 1/27/15

Company:
AT&T Florida

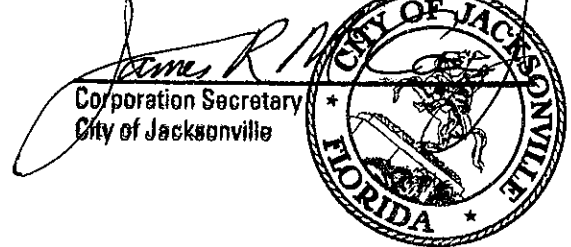
By: [Signature]
Authorized Signature

Printed Name: Donna Bryant-Johnson

Title: Customer Contracts Specialist

Date: 1-8-15

ATTEST:



Cleveland Ferguson III
Deputy Chief Administrative Officer
For: Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01



Addendum Agreement

Case Number FL14-2963-02
Option 1 of 1

Service description:

This Addendum provides for an extension of the Contract Term for BellSouth® Primary Rate ISDN - Voice/Data (Standard) service, Business Lines as part of Basic Local Service, Centrex service, and Metro Ethernet service.

This Addendum provides for a twenty-four (24) month service period from the Company date of acceptance of this Addendum.

The following products are no longer available and no longer available under this Agreement .

Frame Relay service

Analog Private Line service

All terms and conditions of Contract Service Arrangement Agreement FL03-4214-02 apply to this Addendum unless modified herein.



Addendum Agreement

Case Number FL14-2963-02
Option 1 of 1

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	BellSouth® Primary Rate ISDN, Access Line, -Each Provisioning (Addendum to FL03-4214-02. Change monthly rate)	\$.00	\$.00	1LD1E
2	BellSouth® Primary Rate ISDN, Interface, -Each - Voice/Data (Standard) Provisioning (Addendum to FL03-4214-02. Change monthly rate)	\$.00	\$.00	PR71V
3	BellSouth® Primary Rate ISDN, B-Channel, -Each - Voice/Data (Standard) Provisioning (Addendum to FL03-4214-02. Change monthly rate)	\$.00	\$.00	PR7BV
4	BellSouth® Primary Rate ISDN, Calling Name Delivery Feature, Per Primary Rate Interface (Addendum to FL03-4214-02. Change monthly rate)	\$.00	\$10.00	PR7CN
5	BellSouth® Primary Rate ISDN, Telephone Numbers for Flat Rate Voice/Data, -Per telephone number requested inward and 2-way (Addendum to FL03-4214-02. Change monthly rate)	\$.00	\$0.10	PR7TF
6	Flat Rate Primary Rate ISDN (1- 1LD1E,1-PR71V,23-PR7BV) (Addendum to FL03-4214-02. Change monthly rate)	\$.00	\$500.00	WDDKR



Addendum Agreement

Case Number FL14-2963-02
Option 1 of 1

RATES AND CHARGES

7	Flat Rate Service, Business Service, Multi-line Exchange Access Line, All Rate Groups -Per line (The Multi-line Exchange Access Line rate applies per line to subscribers with more than one exchange access line.) (Addendum to FL03-4214-02. Change monthly rate)	\$.00	\$24.00	MFB
8	Flat Rate Service, Business Service-Caller ID compatible, Multi-line Exchange Access Line, All Rate Groups -Per line (The Multi-line Exchange Access Line rate applies per line to subscribers with more than one exchange access line.) (Caller ID feature must be ordered separately.) (Addendum to FL03-4214-02. Change monthly rate)	\$.00	\$24.00	MFBCL



RATES AND CHARGES

NOTES:

EARLY TERMINATION - PRI

If Customer migrates an AT&T ILEC PRI Service or Service Component, including DS1 used as transport for AT&T ILEC PRI Service (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service, then AT&T will waive the Early Termination Charge directly resulting from terminating the Terminated ILEC Service if:

- (1) the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
- (2) the term for the replacement agreement is equal to or greater than the remaining term for the Terminated ILEC Service;
- (3) the replacement AT&T BVoIP Service is installed or available at the same Customer sites as the Terminated ILEC Service; and
- (4) activation of the replacement AT&T BVoIP service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.

The foregoing shall not apply to Services provided by the AT&T ILEC affiliate in Connecticut.

EARLY TERMINATION - CENTREX

If Customer migrates an AT&T ILEC Centrex Service or Service Component, (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service, then AT&T will waive the Early Termination Charge directly resulting from terminating the Terminated ILEC Service if:

- (1) the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;
- (2) the term for the replacement agreement is equal to or greater than the remaining term for the Terminated ILEC Service;
- (3) the replacement AT&T BVoIP Service is installed or available at the same Customer sites as the Terminated ILEC Service; and
- (4) activation of the replacement AT&T BVoIP service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.

The foregoing shall not apply to Services provided by the AT&T ILEC affiliate in Connecticut.

EVOLUTION OF SERVICE – METRO ETHERNET

AT&T may replace the Metro Ethernet Service with AT&T Switched Ethernet Service ("Successor Service"). The Parties will cooperate in migrating to the Successor Service to help avoid any unintended interruptions. If AT&T replaces the Service with a Successor Service and the replacement has a materially adverse impact on Customer, and AT&T does not affect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after the Service is replaced. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.

NOTICE OF WITHDRAWAL – ALL PRODUCTS

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate Service	12 months
Prior Notice Required from AT&T to Withdraw and	120 days



Addendum Agreement

Case Number FL14-2963-02
Option 1 of 1

Terminate a Service Component	
Applicable Services/Service Components	Any ISDN PRI Metro Ethernet service Business Lines Centrex Service

There are no other additions, deletions or changes to the above referenced Contract Service Agreement included in this Addendum. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force and in effect.

All trademarks and service marks contained herein are owned by AT&T Intellectual Property and/or AT&T affiliated companies.

END OF ARRANGEMENT AGREEMENT OPTION 1