

**FIRST AMENDMENT TO THE
CUSTOMER SERVICE AGREEMENT #201310242057**

This First Amendment to the Windstream Customer Service Agreement (the "Agreement") is made effective as of this 3rd day of July, 2017, by and between the City of Broken Arrow, a municipal corporation, (the "City") and Windstream Legal Entities, (together with its successors and permitted assigns, "Windstream"), an Arkansas Corporation.

WITNESSETH:

WHEREAS, on October 9, 2013, the City and Windstream entered into a Customer Service Agreement ("Agreement") for 9-1-1 Services; and

WHEREAS, the Term of the Agreement has been modified to more accurately represent the intent of the parties and, as such, the Term of the Agreement is addressed by this First Amendment and incorporated into the 2013 Agreement; and

WHEREAS, the City deems it appropriate to approve the execution and delivery of this First Amendment to the Agreement in providing for 9-1-1 Services to the City and determine such actions are in the best interest of the City and the health, safety, and welfare of the City and residents within and near the City.

NOW, THEREFORE, in consideration of the covenants and mutual obligations set out herein and in the original Sublease, and other consideration, the sufficiency of which the parties hereby acknowledge, the parties hereto hereby covenant and agree to the following Amendments:

**ARTICLE A
TERMS OF AGREEMENT**

Amendment to Section 1 of the Agreement: Section 1 is hereby amended to read in its entirety as following:

A.1 Term and Renewal. This Agreement and its Proposal(s) and/or Service Schedules ("Proposals") incorporated herein by reference ("Agreement") are effective on the Effective Date set forth above and will continue for the term set forth in the Proposal from the date that Services are installed until December 31, 2017 (the "Term"). Upon written notice, 30 days prior to expiration of the Term, Customer may provide notice of its intent to renew on a month-to-month basis, Company shall continue to provide such Services on a month to month basis, prices at Company's then current monthly rates.

**ARTICLE B
CONTINUING TERMS OF AGREEMENT**

B.1 Except as amended hereby, all terms of the Agreement, remains in full force and effect without modifications or change. The Agreement, as amended by this Amendment is in all respects ratified and confirmed, and the Agreement, as so amended by this Agreement, shall be read, taken and construed as one and the same instrument.

IN WITNESS WHEREOF, each of the parties has caused this Amendment to the Customer Service Agreement to be executed by its duly authorized officials and its official seal to be impressed hereon, as of the date first above written.

CITY OF BROKEN ARROW,
a municipal corporation

ATTEST: (S E A L)

By: _____
Mayor

By: _____
City Clerk

Reviewed as to form and legality this _____ day of _____, 2017.

Assistant City Attorney

WINDSTREAM LEGAL ENTITIES

By: _____
Title: _____