

Amendment to Contract by and between  
Cuyahoga County, Ohio  
and  
One Cleveland dba One Community

THIS AGREEMENT (the "Contract") is made and entered into on this 18th day of July, 2011 by and between the County of Cuyahoga, Ohio ("County") on behalf of the Information Services Center and One Cleveland dba One Community (One Community), having principal place of business at 800 West St. Clair, Cleveland, Ohio 44113 (the "Provider").

WHEREAS, the County and One Community entered into Contract No. **CE0800381** and its Amendments thereto for the period of May 1, 2008 through December 31, 2013 to purchase and lease from One Community fiber circuits, fiber lease, internet connections and licenses for Wide Area Network Services for the County; and

WHEREAS, the County desires to remove PRI service added on January 1, 2009, at 12212 St Clair Avenue, effective February 28, 2010, attached hereto and incorporated by reference herein as Schedule A – Addendum B Sight Number: **B-24**; and

WHEREAS, the County and One Community have mutually agreed that changes are necessary to the terms and provisions contained in the Contract and its amendments previously entered into between the parties said changes to be specifically limited to the exercise of the County's options; and

WHEREAS, this Amendment will cause a **decrease** in the "not to exceed price" of the original Contract as previously amended in the amount of, Thirteen Thousand Eight Hundred Forty Six Dollars and Zero Cents (**\$13,846.00**). The current "not to exceed price" shall be, Thirteen Million Seven Hundred Twenty Three Thousand Four Hundred Thirty Seven Dollars and Fifty Cents (\$13,723,437.50); and

WHEREAS, this amended total includes a service cost reduction of Nineteen Thousand Seven Hundred Eighty Dollars and Zero Cents (\$19,780.00) with a 30% termination fee applied of Five Thousand Nine Hundred Thirty Four Dollars and Zero Cents (\$5,934.00); and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, One Community and the County agree as follows that the original contract as previously amended shall be further amended as follows:

**1. Section 2.1 Deliveries of Products and Services.** Shall be amended by decreasing the total not to exceed price by, Thirteen Thousand Eight Hundred Forty Six Dollars and Zero Cents (\$13,846.00). The current "not to exceed price" shall be, Thirteen Million Seven Hundred Twenty Three Thousand Four Hundred Thirty Seven Dollars and Fifty Cents (\$13,723,437.50).

2. **Section 3.1 Payments.** Shall be amended the not to exceed price will be Thirteen Million Seven Hundred Twenty Three Thousand Four Hundred Thirty Seven Dollars and Fifty Cents (\$13,723,437.50).

**All other terms and conditions of the original contract, and the prior Amendments thereto, which are not expressly modified herein, shall remain in full force and effect.**

IN WITNESS WHEREOF, the County and One Community have each caused this Contract to be signed and delivered by its duly authorized representative as of the date first written above.

ONE CLEVELAND /DBA  
ONE COMMUNITY

BY:

  
Brett Lindsey  
Chief Operations Officer

CUYAHOGA COUNTY, OHIO

BY: X

  
Edward FitzGerald, County Executive

## ADDENDUM B

### FEES AND CALCULATIONS FISCAL YEAR 2010

Addendum B Site Number: B-24

Client: Cuyahoga County

Client Circuit Addresses:

12212 ST. CLAIR AVENUE, CLEVELAND, OHIO 44115

#### SITE FEES

Initial Services	NRC	Monthly Fee	Contract Start Date	Contract Finish Date	Amount Added to Contract
Cancel 12212 St. Clair PRI	\$500.00	\$430.00	5/1/2009	12/31/2013	\$24,580.00
<b>Total</b>					

Actual Services	NRC	First Payment	Last Payment	Total Payment	Amount to Be Removed from Contract	30% Early Termination Payment
Cancel 12212 St. Clair PRI	\$500.00	5/1/2009	2/28/10	\$4,800.00	\$13,846.00	\$5,934.00
<b>Total</b>						

Term: Start Date: May 1, 2009  
End Date: December 31, 2013

Actual Term: Start Date: May 1, 2009  
End Date: February 28, 2010

Billing Cycle: Monthly for actual charges

#### ACCEPTED AND AGREED AS OF THE EFFECTIVE DATE:

OneCommunity

By: 

Authorized Signature

Brett Lindsey  
Name (Print or Type)

Chief Operations Officer \_\_\_\_\_  
Title

October 15, 2010 \_\_\_\_\_  
Date

Customer

By: 

Edward FitzGerald  
County Executive

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

