

STATE OF TEXAS

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COUNTY OF FORT BEND

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ADDENDUM NO. 2 TO PS LIGHTWAVE NETWORKING AGREEMENTS

THIS ADDENDUM NO. 2 ("Addendum 2") is entered into by and between Fort Bend County ("County"), a body corporate and politic under the laws of the State of Texas, and PS Lightwave, Inc. ("PS Lightwave"), a company authorized to conduct business in the State of Texas (hereinafter referred to collectively as "Parties").

WHEREAS, the Parties have previously executed and accepted the Master Networking Service Addendum, Contract No. PLW-07620 on October 13, 2014 and the Internet Service Addendum Contract No. PLW-07621 on October 13, 2014, and County subsequently renewed the aforementioned contracts and obtained additional services from PS Lightwave as provided by Contract No. PLW-11277, Contract No. PLW-11309 (SO24.CO1), and Contract No. PLW-11310 (SO25.CO1), attached hereto as "Exhibit 1" and incorporated by reference (hereinafter collectively referred to as the "Agreements");

WHEREAS, subject to the terms of the Agreements, County desires to obtain additional services from PS Lightwave as provided by Contract No. PLW-10112 and Order No: PLW-11735 (SO24.CO2), attached hereto as "Exhibit 2" and incorporated by reference;

NOW, THEREFORE, in consideration of the foregoing, the Agreements between the County and PS Lightwave are hereby amended as follows:

1. **Scope of Services.** PS Lightwave shall render Services to County as defined in Contract No. PLW-10112 and Order No: PLW-11735 (SO24.CO2) ("Exhibit 2").
2. **Payment.**
 - (a) PS Lightwave's fees shall be calculated at the rates set forth in the attached Exhibit 2. The Maximum Compensation for the performance of Services described in Exhibit 2 is five thousand eight hundred eighty-one dollars and 00/100 (\$5,881.00). In no case shall the amount paid by County under this Addendum No. 2 exceed the Maximum Compensation without an approved change order.
 - (b) Payment shall be made by County within thirty (30) days of receipt of invoice. County will pay PS Lightwave based on the following procedures:
 - (i) Upon completion of the tasks identified in the Scope of Services, PS Lightwave shall submit to County an original copy of each invoice showing the amounts due for services performed in a form acceptable to County to the following address:
Fort Bend County Auditor
c/o Accounts Payable
301 Jackson, Suite 701, Richmond, Texas 77469
Email: auditor@fortbendcountytexas.gov
Fax: 281-341-3774
 - (ii) County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with the Agreements. County reserves the right to withhold payment pending verification of satisfactory work performed. If County disputes charges related to the invoice submitted by PS Lightwave, County shall notify PS Lightwave no later than twenty-one (21) days after the date County

receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. Interest resulting from late payments by County shall be subject to Chapter 2251, TEXAS GOVERNMENT CODE. County shall compensate PS Lightwave, Inc. for an additional circuit provided under Contract No. PLW-10112.

3. Insurance.

- (a) Prior to commencement of the Services, PS Lightwave shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on thirty (30) days' prior written notice to County. PS Lightwave shall provide certified copies of insurance endorsements and/or policies if requested by County. PS Lightwave shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. PS Lightwave shall obtain such insurance written on an Occurrence form from such companies having Bests' rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - (i) Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - (ii) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - (iii) Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
 - (iv) Professional Liability insurance with limits not less than \$1,000,000.
- (b) County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of PS Lightwave shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- (c) If required coverage is written on a claims-made basis, PS Lightwave warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the Agreement is completed.

- 4. Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. As required by Chapter 2270, Government Code, PS Lightwave hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with

Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

5. **Conflict.** In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.
6. **Understanding, Fair Construction.** By execution of this Addendum No. 2, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum No. 2. This Addendum No. 2, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

IN WITNESS WHEREOF, this Addendum No. 2 is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum No. 2 and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

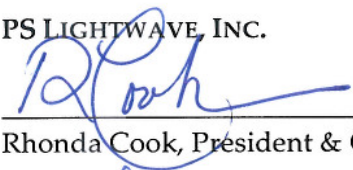
Robert Hebert, County Judge

Date

ATTEST:

Laura Richard, County Clerk

PS LIGHTWAVE, INC.


Rhonda Cook, President & CEO


Date

10 January 2018

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit 1

STATE OF TEXAS

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COUNTY OF FORT BEND

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ADDENDUM TO PS LIGHTWAVE NETWORKING AGREEMENTS

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County ("County"), a body corporate and politic under the laws of the State of Texas, and PS Lightwave, Inc. ("PS Lightwave"), a company authorized to conduct business in the State of Texas (hereinafter referred to collectively as "Parties").

WHEREAS, the Parties have previously executed and accepted the Master Networking Service Addendum, Contract No. PLW-07620 on October 13, 2014 ("Exhibit A"), and the Internet Service Addendum Contract No. PLW-07621 on October 13, 2014 ("Exhibit B") (hereinafter collectively referred to as the "Agreements");

WHEREAS, the County desires to renew the terms of the Agreements and obtain additional services from PS Lightwave as provided by Contract No. PLW-11277 ("Exhibit C"), Contract No. PLW-11309 (SO24.CO1)("Exhibit D"), and Contract No. PLW-11310 (SO25.CO1)("Exhibit E") attached hereto as "Exhibit B" and incorporated by reference;

NOW, THEREFORE, in consideration of the foregoing, the Agreements between the County and PS Lightwave are hereby renewed and amended as follows:

1. County shall compensate PS Lightwave, Inc. for additional circuit installation provided under Contract No. PLW-11277 at a price of \$300.00.
2. County shall upgrade and renew the services provided by PS Lightwave as described in Exhibit D Contract No. PLW-11309 (SO24.CO1) at a monthly recurring rate not to exceed \$25,349.00.
3. County shall upgrade and renew the services provided by PS Lightwave as described in Exhibit as described in Exhibit E Contract No. PLW-11310 (SO25.CO1) at a monthly recurring rate not to exceed \$7,756.00.
4. Exhibits. Exhibits A – C attached hereto are incorporated by reference.
5. Conflict. In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.
6. Understanding, Fair Construction. By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
7. Multiple Counterparts. This Addendum may be executed in several counterparts, each of which shall be deemed an original and all of which when taken together shall constitute but one and the same Addendum. In the event that a comparison of the multiple agreements reveals that the Addendum contain differences or inconsistencies, then the Addendum which is first executed and signed by all of the parties shall be deemed the original Addendum and all other agreements, although duly signed by the parties, shall be deemed inferior and subordinate to the first signed Addendum.

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

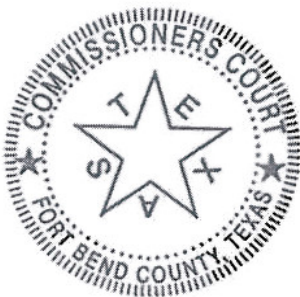
Robert Hebert
Robert Hebert, County Judge

9-26-2017

Date

ATTEST:

Laura Richard
Laura Richard, County Clerk



PS LIGHTWAVE, INC.

Rhonda Cook (Cumming)
Authorized Agent - Signature

Rhonda Cook

Authorized Agent- Printed Name

President/CEO

Title

09.12.17

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 377,560.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor

Exhibit A

**MASTER NETWORKING SERVICE ADDENDUM
FORT BEND COUNTY
Service Order 24
(CONSOLIDATION OF ALL EXISTING CIRCUIT SERVICES)**

As part of the Telecommunications Master Service Agreement (#002417), by and between Phonoscope, Inc. (f/k/a Phonoscope Communications, Inc.), as Assigned to Phonoscope Light Wave, Inc. (Phonoscope) with offices located at 6105 Westline Drive, Houston TX 77036 and Fort Bend County Information Technology (Customer) with offices located at 500 Liberty, Richmond, TX 77471, the parties agree to incorporate the following:

A. Service Type and Order Placement

Customer requests renewal and/or increase of E-Line Circuits (as listed on Exhibit A) with line speeds of 10/100/1000 Mbs using IEEE Std 802.3-2012 defined signaling over a vlan-aware network provisioned to each of the sites in Exhibit A.

B. Service Termination Sites

Phonoscope will provide service as listed in Exhibit A.

C. Commencement Date and Term of Services

Service will effective through August 31, 2017. At the end of the initial term, this Agreement may automatically renew on a Month-to-Month basis, under the same terms and conditions contained in this Agreement including, but not limited to the recurring monthly rates and payment terms, provided the Customer sends written notice of its intent to exercise its option to renew this Agreement within Thirty (30) days of the end of the Initial Term. The month-to-month term shall only remain effective until a new specific term agreement is executed, which new agreement must be executed within Ninety (90) days after the end of the Initial Term.

D. Portability

If Customer desires to relocate any of the Sites prior to the expiration of the term, Services may be ported to a new location without penalty; however, additional non-recurring aid-to-construction costs may apply.

E. Services and Equipment

Phonoscope will provide turnkey installation of the service. Customer connections will terminate in the assigned Phonoscope demarcation point. All Customer connected equipment should support the appropriate Ethernet signaling and port speed for the contracted service.

F. Calculation of Actual Usage

Phonoscope will allow the Customer to burst beyond their contracted bandwidth to a maximum port speed of 100 Mbps. Phonoscope will collect and record usage samples around the clock at frequent, regular intervals and calculate a monthly actual which effectively disregards bursts of the top five percent (5%) usage within the total monthly sample, without incurring additional charges. Customer will only incur additional charges, in per Meg increments, if the actual amount of the remaining ninety-five percent (95%) usage exceeds the contracted bandwidth. If the Customer at any time chooses to limit their bandwidth access to the contracted rate, Phonoscope will rate shape the unique circuit port to guarantee a not-to-exceed bandwidth and allow the Customer to maintain the same monthly recurring fee.

Phonoscope shall waive any incremental charges upon the first time occurrence where the Customer exceeds the ninety-five percent (95%) rule. Customer shall elect one of the following options:

- The Customer may rate shape the bandwidth to guarantee to not-to-exceed bandwidth assuring the same monthly recurring fee; or
- The Customer may increase the circuit bandwidth to reflect the additional bandwidth needed. (Phonoscope will generate a Change Order to the existing Service Order reflecting this change and forward to the Customer for signature.); or
- The Customer agrees that any future occurrence to the Customer exceeding the ninety-five percent (95%) rule will generate the standard incremental charges as identified herein.

**Master Networking Service Addendum – Service Order 24
Fort Bend County**

CONTRACT NO: PLW-07620

G. Customer's Billing Address

Fort Bend County Purchasing
301 Jackson Street, Suite 201
Richmond, TX 77469
Billing contact: Accounts Payable
Phone: 281.341.3759

H. Phonoscope's Remittance Address

Phonoscope Light Wave, Inc.
6105 Westline Drive
Houston, Texas 77036
Attn: Accounts Receivable

I. The Recurring Monthly Rates and Payment Terms

Customer shall remit a total of Thirty-four Thousand Eight Hundred Forty and No/100 Dollars (\$34,840.00) plus applicable taxes and regulatory fees per month during the term of this agreement. See Exhibit A for specific Recurring Monthly Rates, detailed per site.

J. Non-recurring Aid-to-Construction/Provisioning Costs

Non-recurring Aid-to-Construction/Provisioning Costs will be waived for this Service Order.

K. Notices

To Phonoscope:

- Phonoscope Light Wave, Inc.
6105 Westline Drive
Houston, Texas 77036
Phone: (713) 272-4600
Attn: Contract Administration
e-mail: mhughes@pslightwave.com

To Customer:

- Fort Bend County Information Technology
500 Liberty
Richmond, TX 77471
Phone: 281.341.4584
Attn: Charles King
e-mail: charles.king@fortbendcountytx.gov

L. Representatives

To Phonoscope:

- Robert Jacobs
IT & Data Director
Phone: 832.615.7742
e-mail: robert@phonoscope.com
- David Caddle
Vice President of Operations
Phone: 832.615.7721
e-mail: dcaddle@phonoscope.com
- Mike Mason
Business Development Consultant
Phone: 832.615.7741
e-mail: mmason@pslightwave.com

To Customer:

- Charles King
Title: I.T. Infrastructure Manager
Phone: 281.341.4584
e-mail: charles.king@fortbendcountytx.gov

Master Networking Service Addendum – Service Order 24
Fort Bend County

CONTRACT NO: PLW-07620

It is requested that Customer assign a technical representative and that the individual be available during the installation process.

M. Agreements

All services performed under this service order are subject to the terms of the Master Network Agreement executed between Phonoscope and Customer. Special conditions are noted on this form.

N. Infrastructure Compatibility

All Customer-connected equipment should support the appropriate Ethernet signaling and port speed for the contracted service

O. Funding Out Clause

This Service Order is a commitment applicable to the Customer's current appropriated annual budget year revenue only. The Customer retains the continuing right to terminate the Service Order at the expiration of each annual budget year during the term of the Service Order, and is conditioned on the best effort attempt by the Customer to appropriate funds for payment of the Service Order for the next annual budget year during the term of the Service Order. Should the customer terminate this Service Order prior to the end of the current annual budget year for which funds have been appropriated, Customer shall remain obligated to pay fees accrued prior to such cancellation and one hundred percent (100%) of the balance of the appropriated funds for the current annual budget year revenue only. Customer shall not be liable for funds which have not been appropriated.

P. Early Termination

During the term for this Service Order, and any automatic renewals, in the event that Customer desires to terminate this Service Order, Customer will pay to Phonoscope Fifty percent (50%) of the monthly rate for the remainder of the term, with the exception of Sites 31 and 46, which services Customer may cancel before the end of the initial term without penalty.

Q. Customer Authorization

Customer hereby authorizes Phonoscope to set up an account in its name and to enter its place of business to activate the network service and/or configure any required interfaces to Customer's existing network hardware and software architecture. Customer acknowledges that a Phonoscope Customer Service Representative will contact Customer to confirm and schedule the order.

IN WITNESS WHEREOF, Phonoscope and Customer have executed this Addendum as evidenced below:

FORT BEND COUNTY

By: Robert E. Hebert
Title: County Judge

10/13/2014
Date Signed

PHONOSCOPE LIGHT WAVE, INC.

By: Rhonda Cumming
President

7 October 2014
Date Signed

**Master Networking Service Addendum – Service Order 24
Fort Bend County**

CONTRACT NO: PLW-07620

EXHIBIT A

Site	Contract No.	Current Service	New Service	ALOC	ZLOC	MRC
LIBRARIES						
1	006397, SO9.CO9	50Mbps	50Mbps	George Memorial Library 1001 Golfview Richmond, TX 77469	Sienna Branch Library 8411 Sienna Springs Blvd. Missouri City 77459	\$1,000.00
2	006397, SO9.CO9	50Mbps	50Mbps	George Memorial Library 1001 Golfview, Richmond, TX 77469	Missouri City Library 1530 Texas Pkwy Missouri City 77489	\$1,000.00
3	006397, SO9.CO9	50Mbps	50Mbps	George Memorial Library 1001 Golfview, Richmond, TX 77469	First Colony Library 2121 Austin Parkway Sugar Land, TX 77479	\$1,000.00
4	006397, SO9.CO9	50Mbps	50Mbps	George Memorial Library 1001 Golfview Richmond, TX 77469	Sugar Land Library 550 Eldridge Road Sugar Land, TX 77478	\$1,000.00
5	006397, SO9.CO9	50Mbps	50Mbps	George Memorial Library 1001 Golfview Richmond, TX 77469	University Library 14010 University Blvd Sugar Land, TX 77479	\$1,000.00
6	006397, SO9.CO9	50Mbps	50Mbps	George Memorial Library 1001 Golfview Richmond, TX 77469	Cinco Ranch Library 2620 Commercial Center Blvd. Katy, TX 77494	\$1,000.00
7	006397, SO9.CO9	10Mbps	10Mbps	George Memorial Library 1001 Golfview Richmond, TX 77469	Albert George Library 9230 Gene Street Needville, TX 77461	\$650.00
8	006397, SO9.CO9	10Mbps	10Mbps	George Memorial Library 1001 Golfview Richmond, TX 77469	Boh Lotts Library 8100 FM 359 South Fulshear, TX 77441	\$650.00
9	006397, SO9.CO9	10Mbps	10Mbps	George Memorial Library 1001 Golfview Richmond, TX 77469	Mamie George Library 320 Dulles Avenue Stafford, TX 77477	\$650.00
FORT BEND COUNTY - IT						
10	004713, SO9.CO6	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Squad 1 3323 Richmond St. Needville, TX 77461	\$500.00
11	004404, SO14	50Mbps	50Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Juvenile Justice Center 1422 Eugene Heimann Circle Richmond, TX 77469	\$1,000.00
12	003452, SO9.CO2	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Medic 8 6626 Sansbury Blvd. Sugar Land, TX 77479	\$500.00
13	004643, SO9.CO5	10Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Missouri City Annex 307 Texas Parkway Missouri City, TX 77489	\$745.00
14	004113, SO9.CO1	10Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Precinct 3 22333 Grand Corner Katy, TX 77494	\$745.00
15	003452, SO9.CO2	10Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	George Memorial Library 1001 Golfview Rd. Richmond, TX 77469	\$745.00
16	003452, SO9.CO2	10Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Office of Emergency Mgt 307 Fort Street Richmond, TX 77469	\$745.00
17	003452, SO9.CO2	10Mbps	50Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	County Sheriff's Office 1410 Williams Way Richmond, TX 77469	\$1,000.00

Master Networking Service Addendum – Service Order 24
Fort Bend County

CONTRACT NO: PLW-07620

Site	Contract No.	Current Service	New Service	ALOC	ZLOC	MRC
18	003452, SO9.CO2	10Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Juvenile Probation 122 Golfview Richmond, TX 77469	\$745.00
19	003452, SO9.CO2	10Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Richmond Tax Office 1317 Eugene Heimann Circle Richmond, TX 77471	\$745.00
20	003452, SO9.CO2	10Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Precinct One Building 1517 Eugene Heimann Circle Richmond, TX 77471	\$745.00
21	003452, SO9.CO2	5Mbps	10Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	County Emergency Medical Srv 4336 Highway 36S Rosenberg, TX 77471	\$650.00
22	003452, SO9.CO2	3Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Fairgrounds 4310 Highway 36S Rosenberg, TX 77471	\$350.00
23	003452, SO9.CO2	10Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Precinct 4 12919 Dairy Ashford Rd. Sugar Land, TX 77478	\$745.00
24	003452, SO9.CO2	10Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Fl. Bend County JOP 12550 Emily Court Sugar Land, TX 77478	\$745.00
25	003452, SO9.CO2	5Mbps	10Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Crabb Service Center 201 Payne Lane Richmond, TX 77406	\$650.00
26	003452, SO9.CO2	5Mbps	10Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Jake Dove Arcola Juvenile Camp 400 Coen Rosharon, TX 77583	\$650.00
27	003452, SO9.CO2	3Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Medic 2 406 Houston Rosenberg, TX 77471	\$350.00
28	003452, SO9.CO2	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Squad 5 2725 FM521 Fresno, TX 77545	\$500.00
29	003452, SO9.CO2	10Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Rose Annex 4520 Reading Road Rosenberg, TX 77471	\$745.00
30	003452, SO9.CO2	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Medic 9 – Willow Fork Fire 24655 Westheimer Parkway Katy, TX 77494	\$500.00
31	003452, SO9.CO2	3Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Medic 3 1514 Parkway Blvd Sugar Land, TX 77478	\$350.00
32	003452, SO9.CO2	3Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Medic 4, Missouri City Fire 2496 Texas Parkway Missouri City, TX 77489	\$350.00
33	003452, SO9.CO2	10Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Engineering Department 1124 Blume Rd Richmond, TX 77471	\$745.00
34	003452, SO9.CO2	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Building Maintenance 902 Morton St Richmond, TX 77469	\$500.00
35	005885, SO9.CO8	10Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	FBC Senior Center 6530 Hobby Rd. Houston, TX 77053	\$745.00
36	004518, SO9.CO4	3Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Road & Bridge Office 4310 FM2218 Richmond, TX 77469	\$350.00

**Master Networking Service Addendum – Service Order 24
Fort Bend County**

CONTRACT NO: PLW-07620

Site	Contract No.	Current Service	New Service	ALOC	ZLOC	MRC
37	003452, SO9.CO4	3Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Precinct 3 1809 Eldridge Rd. Sugar Land, TX 77478	\$350.00
38	004713, SO9.CO6	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Medic 5 5955 Sienna Parkway Missouri City, TX 77459	\$500.00
39	004713, SO9.CO6	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Kitty Hollow Park 9555 Highway 6 Missouri City, TX 77459	\$500.00
40	004713, SO9.CO6	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Purchasing & Social Services 9110 Long Street Needville, TX 77461	\$500.00
41	004713, SO9.CO6	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	JP #1, Place 1 3114 Rosenberg St. Needville, TX 77461	\$500.00
42	004713, SO9.CO6	5Mbps	10Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Needville Road & Bridge Svcs 3743 School Street Needville, TX 77461	\$650.00
43	004713, SO9.CO6	5Mbps	10Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Child Advocacy 5403 Avenue N Rosenberg, TX 77471	\$650.00
44	004713, SO9.CO6	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Bulk Fuel Yard 2751 Klauke Rd Rosenberg, TX 77471	\$500.00
45	004713, SO9.CO6	5Mbps	10Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Road & Bridge, Precinct #2 19310 Beechnut St. Richmond, TX 77407	\$650.00
46	004713, SO9.CO6	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Squad 9 30626 5th St. Fulshear, TX 77441	\$500.00
47	004713, SO9.CO6	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Medic 7 1040 Industrial Blvd. Sugar Land, TX 77478	\$500.00
48	004713, SO9.CO6	5Mbps	10Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Rosenberg Boot Camp 3403 Avenue N Rosenberg, TX 77471	\$650.00
49	004713, SO9.CO6	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Medic 10 2710 South Main Stafford, TX 77477	\$500.00
50	004713, SO9.CO6	5Mbps	5Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Constable 2 – Fuqua 7133 West Fuqua Drive Missouri City, TX 77489	\$500.00
51	004713, SO9.CO6	5Mbps	10Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Four Corners 15700 Old Richmond Rd. Sugar Land, TX 77498	\$650.00
52	07206, SO22	5Mbps	10Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Fifth Street Community Center 3110 Fifth St. Stafford, TX 77477	\$650.00
53	07207, SO23	5Mbps	10Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Mustang Community Center 4521 FM 521 North Fresno, TX 77545	\$650.00
54	006479, SO20	5Mbps	5Mbps	Sheriff's Office 1410 Williams Way Richmond, TX 77469	Texana Center 5311 Avenue N Rosenberg, TX 77471	\$350.00
TOTAL						\$34,840.00

Exhibit B

**INTERNET SERVICE ADDENDUM
FORT BEND COUNTY INFORMATION TECHNOLOGY**

**Service Order 25
(CONSOLIDATION OF ALL EXISTING INTERNET SERVICES)**

As part of the Telecommunications Master Service Agreement ("Agreement") (#002417) between Phonoscope, Inc. (f/k/a Phonoscope Communications, Inc.), as Assigned to Phonoscope Light Wave, Inc. ("Phonoscope") with offices located at 6105 Westline Drive, Houston TX 77036 and Fort Bend County Information Technology ("Customer") with offices located at 500 Liberty, Richmond, TX 77471, the parties agree to incorporate the following:

- A. Service Type**
The Customer requests renewal and/or increase of high speed Internet access over a wide area Ethernet network, as specified in Exhibit A.
- B. Service Termination Sites**
Service will be provisioned in Customer's site as listed on Exhibit A.
- C. Commencement Date and Term of Services**
Service will be effective through August 31, 2017. At the end of the initial term, this Agreement may automatically renew on a Month-to-Month basis, under the same terms and conditions contained in this Agreement including, but not limited to the recurring monthly rates and payment terms, provided the Customer sends written notice of its intent to exercise its option to renew this Agreement within Thirty (30) days of the end of the Initial Term. The month-to-month term shall only remain effective until a new specific term agreement is executed, which new agreement must be executed within Ninety (90) days after the end of the Initial Term.
- D. Services and Equipment**
Phonoscope will provide turnkey installation of the service. Customer connections will terminate in the assigned Phonoscope demarcation point. All Customer connected equipment should support the appropriate Ethernet signaling and port speed for the contracted service.

At no additional cost, Phonoscope shall assign IP addresses to the Customer, limited only by the Customer's fulfilling ARIN justification requirements. In addition, Phonoscope shall provide DNS at no additional cost.

- E. Calculation of Average Usage**
Phonoscope will allow the Customer to burst beyond their contracted bandwidth to a maximum port speed of 100Mbps. Phonoscope will collect and record usage samples around the clock at frequent, regular intervals and calculate a monthly total which effectively disregards bursts of the top five percent (5%) usage within the total monthly sample, without incurring additional charges. Customer will only incur additional charges, in per Meg increments if the total of the remaining ninety-five percent (95%) usage exceeds the contracted bandwidth. If the Customer at any time chooses to limit their bandwidth access to the contracted rate, Phonoscope will rate shape the unique circuit port to guarantee a not-to-exceed bandwidth and allow the Customer to maintain the same monthly recurring fee.

Phonoscope shall waive any incremental charges upon the first time occurrence where the Customer exceeds the ninety-five percent (95%) rule. Customer shall elect one of the following options:

- The Customer may rate shape the bandwidth to guarantee to not-to-exceed bandwidth assuring the same monthly recurring fee; or
- The Customer may increase the circuit bandwidth to reflect the additional bandwidth needed. (Phonoscope will generate a Change Order to the existing Service Order reflecting this change and forward to the Customer for signature.); or
- The Customer agrees that any future occurrence to the Customer exceeding the ninety-five percent (95%) rule will generate the standard incremental charges as identified herein.

**Internet Service Addendum – Service Order 25
Fort Bend County Information Technology**

CONTRACT NO: PLW-07621

F. The Customer's Billing Address (Sites 1-7)

- Fort Bend County - Purchasing
301 Jackson, Suite 201
Richmond, TX 77469
Phone: 281.341.3759
Billing contact: Accounts Payable

Customer's Billing Address (Site 8)

Fort Bend County Sheriff's Office Commissary
1410 Williams Way
Richmond, TX 77469
Phone: 281.341.4735
Billing contact: Commissary Sergeant

G. Phonoscope's Remittance Address

- Phonoscope Light Wave, Inc.
6105 Westline Drive
Houston, Texas 77036
713.272.4600
Accounts Receivable

H. The Recurring Monthly Fees and Payment Terms

Customer shall remit a total monthly recurring fee of Seven Thousand Five Hundred Forty and No/100 Dollars (\$7,540.00), plus any applicable taxes, regulatory fees and/or building access fees for this Service Order. See Exhibit A for specific Monthly Recurring Rates, detailed per site.

I. Non-recurring Aid-to-Construction/Provisioning Costs

Non-recurring provisioning costs for this Service Order will be waived.

J. Notices

To Phonoscope:

- Phonoscope Light Wave, Inc.
6105 Westline Drive
Houston, Texas 77036
Phone: (713) 272-4600
Attn: Contract Administration
e-mail: mhughes@pslightwave.com

To Customer:

- Fort Bend County Information Technology
500 Liberty
Richmond, TX 77471
Phone: 281.341.4584
Attn: Charles King
e-mail: charles.king@fortbendcountytexas.gov

K. Representatives

To Phonoscope:

- Robert Jacobs
IT & Data Director
Phone: 832.615.7742
e-mail: robert@phonoscope.com
- David Caddle
Vice President of Operations
Phone: 832.615.7721
e-mail: dcaddle@phonoscope.com
- Mike Mason
Business Development Consultant
Phone: 832.615.7741
e-mail: mmason@pslightwave.com

To Customer:

- Charles King
I.T. Infrastructure Manager
Phone: 281.341.4584
e-mail: charles.king@fortbendcountytexas.gov

Internet Service Addendum – Service Order 25
Fort Bend County Information Technology

CONTRACT NO: PLW-07621

It is requested that the Customer assign a technical representative and that the individual be available during the installation process.

L. Agreements

All services performed under this Service Order are subject to the terms of the Internet Service Agreement and any Addenda thereto between Phonoscope and the Customer. Special conditions are noted on this form.

M. Infrastructure Compatibility

All Customer-connected equipment should support the appropriate Ethernet signaling and port speed for the contracted service.

N. Funding Out Clause

This Service Order is a commitment applicable to the Customer's current appropriated annual budget year revenue only. The Customer retains the continuing right to terminate the Service Order at the expiration of each annual budget year during the term of the Service Order, and is conditioned on the best effort attempt by the Customer to appropriate funds for payment of the Service Order for the next annual budget year during the term of the Service Order. Should the customer terminate this Service Order prior to the end of the current annual budget year for which funds have been appropriated, Customer shall remain obligated to pay fees accrued prior to such cancellation and one hundred percent (100%) of the balance of the appropriated funds for the current annual budget year revenue only. Customer shall not be liable for funds which have not been appropriated.

O. Customer Authorization

The Customer hereby authorizes Phonoscope to set up an account in its name and to enter its place of business to activate the network service. The Customer acknowledges that a Phonoscope Service Representative will contact the Customer to confirm and schedule the order.

P. Early Termination

During the term for this Service Order, and any automatic renewals, in the event that Customer desires to terminate this Service Order, Customer will pay to Phonoscope Fifty percent (50%) of the monthly rate for the remainder of the term.

IN WITNESS WHEREOF, Phonoscope and the Customer have executed this Addendum as evidenced below:

FORT BEND COUNTY

By: Robert E. Hebert
Title: County Judge

10-13-2014

Date Signed

PHONOSCOPE LIGHT WAVE, INC.

By: Rhonda Cumming
President

7 October 2014

Date Signed

EXHIBIT A

Site	Contract No.	Current Service	New Service	SERVICE LOCATION	MRC
1	04112, SO1.CO1	100Mbps	100Mbps	George Memorial Library 1001 Golfview Richmond, TX 77469	\$2,100.00
2	07242, SO9.CO10	100Mbps	100Mbps	Office of Emergency Management 307 Fort Street Richmond, TX 77468	\$1,400.00
3	07205, SO21	50Mbps	50Mbps	Fort Bend Administration Bldg. 1003 Golfview Richmond, TX 77469	\$1,000.00
4	004759, SO17	5Mbps	10Mbps	Ft. Bend County, Employee Medical Clinic 301 Jackson Richmond, TX 77469	\$650.00
5	004571, SO15	5Mbps	5Mbps	Road & Bridge 4310 FM2218 Richmond, TX 77469	\$350.00
6	07366, SO9.CO11	50Mbps	50Mbps	Fort Bend County Fairgrounds 4310 Highway 36 South Rosenberg, TX 77471	\$1,000.00
7	004532, SO16	10Mbps	20Mbps	County Sheriff's Office 1410 Williams Way Richmond, TX 77469	\$745.00
8	07424, SO16.CO1	5Mbps	5Mbps	Sheriff's Office (Video visitation purposes) 1410 Williams Way Richmond, TX 77469	\$295.00
TOTAL					\$7,540.00

Exhibit C



5959 Corporate Drive - Ste. 3300
Houston TX 77036
www.pslightwave.com

Date: 5.24.17
Consultant: Mike Mason

CONTRACT NO: 11277
Campaign No: 20170301-SEC
Email: mmason@pslightwave.com

Terms and Conditions: The Parties consent to the use of electronic signatures and records, including those in connection with this order, and agree they may provide documents to each other electronically. Additional business terms, conditions, escalation, service level agreement and acceptable use policies may be reviewed via PS Lightwave's website at www.pslightwave.com and are incorporated herein as referenced (with the exception of previously executed Telecommunications Master Service Agreements). NOTHING IN THIS ORDER SHALL CREATE ANY CONTRACTUAL RELATIONSHIP BETWEEN PS LIGHTWAVE AND THE CUSTOMER UNTIL PS LIGHTWAVE'S ISSUANCE OF A FIRM ORDER COMMITMENT DATE (FOC DATE).

SECTION 1: CUSTOMER INFORMATION & CONTACTS

Company: <u>Fort Bend County</u>	BILLING (complete is different from Contact Info):
Address: <u>Jane Long Building, 500 Liberty</u>	<u>301 Jackson Ste. 201, Richmond, TX 77469</u>
City/State/ZIP: <u>Richmond, TX 77469</u>	
Phone: <u>281.341.4584</u>	
Contact/Title: <u>Charles King</u>	
E-Mail: <u>charles.king@fortbendcountytexas.gov</u>	
TECHNICAL CONTACT(S)	
Contact/Title:	
Phone:	
E-Mail:	

SECTION 2: ORDER PROFILE

Type: <u>New</u>	Customer: <u>Existing</u>	ETP: <u>50%</u>
Term: <u>36</u> w/ one-year automatic renewals	ARO: <u>30 days</u> following execution of both parties	

SECTION 6: SITE Information (if multiple sites, enter as attachment on separate sheet)

Site	Address (Street, Ste., City, ZIP)	Site	Address (Street, Ste., City, ZIP)
1	Jane Long Building, 500 Liberty, Richmond, TX 77469		

SECTION 7: ORDERED SERVICES/EQUIPMENT (*Pricing may be subject to additional regulatory fees, taxes and/or building access fees. Tax rates are subject to change. Non-Recurring Costs (NRC) shall be invoiced upon service provisioning).

Service	Description	Quantity	Price*	Monthly Recurring*	Installation*
IP	300 Mbps Internet			\$ -	\$ 300.00
-				\$ -	
-				\$ -	
-				\$ -	
-				\$ -	
-				\$ -	
-				\$ -	
-				\$ -	
Totals				\$ -	\$ 300.00

SECTION 8: SPECIAL INSTRUCTIONS

NOTE: Monthly recurring cost is included on PLW-11310 (SO25.CO1) in the amount of \$1,575.00 per moth.

SECTION 9: AUTHORIZATIONS - ISSUANCE OF A FOC DATE SHALL INDICATE PS LIGHTWAVE'S ACCEPTANCE OF THIS ORDER. CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER HAS FULL AUTHORITY TO ENTER INTO THIS AGREEMENT.

Customer: FORT BEND COUNTY

Name/Title:

Date:

Confidential

PS LIGHTWAVE, INC.

Rhonda Cook - President

Date:

Version: SBD:SO.032417

Exhibit D



5959 Corporate Drive - Ste. 3300
Houston TX 77036

www.pslightwave.com

Date: 06.23.17
Consultant: Mike Mason

CONTRACT NO: PLW-11309 (SO24.CO1)
Campaign No: 20170615-SEC
Email: mmason@pslightwave.com

Terms and Conditions: The Parties consent to the use of electronic signatures and records, including those in connection with this order, and agree they may provide documents to each other electronically. Additional business terms, conditions, escalation, service level agreement and acceptable use policies may be reviewed via PS Lightwave's website at www.pslightwave.com and are incorporated herein as referenced (with the exception of previously executed Telecommunications Master Service Agreements). NOTHING IN THIS ORDER SHALL CREATE ANY CONTRACTUAL RELATIONSHIP BETWEEN PS LIGHTWAVE AND THE CUSTOMER UNTIL PS LIGHTWAVE'S ISSUANCE OF A FIRM ORDER COMMITMENT DATE (FOC DATE).

SECTION 1: CUSTOMER INFORMATION & CONTACTS

Company: Fort Bend County	BILLING (complete is different from Contact Info):
Address: 500 Liberty	301 Jackson - Ste. 201
City/State/Zip: Richmond TX 77471	Richmond TX 77469
Phone:	281.34.13759
Contact/Title:	Purchasing
E-Mail:	
TECHNICAL CONTACT(S)	
Contact/Title: Charles King	
Phone: 281.341.4584	
E-Mail: charles.king@fortbendcountytexas.gov	

SECTION 2: ORDER PROFILE

Type: <u>Renewal</u> <u>Upgrade</u>	Customer: <u>Existing</u> ETP: <u>Other</u> <u>Appropriated</u>
Term: <u>Other</u> <u>13mths w/23mth renewal*</u>	ARO: <u>09.01.17 thru 09.30.18</u>

SECTION 6: SITE INFORMATION (If multiple sites, enter as attachment on separate sheet)

Site	Address (Street, Ste., City, ZIP)	Site	Address (Street, Ste., City, ZIP)
	See attached Exhibit A		

SECTION 7: ORDERED SERVICES/EQUIPMENT (*Pricing may be subject to additional regulatory fees, taxes and/or building access fees. Tax rates are subject to change. Non-Recurring Costs (NRC) shall be invoiced upon service provisioning).

Service	Description	Quantity	Price*	Monthly Recurring*	Installation*
EPL	See attached exhibit A for individual site bandwidth increases			\$ -	\$ -
EPL	Upgrade 5Mbps to 20Mbps	18	\$ 338.00	\$ 6,084.00	
EPL	Upgrade 10Mbps to 20Mbps	1	\$ 338.00	\$ 338.00	
EPL	Upgrade 10Mbps to 30Mbps	3	\$ 370.00	\$ 1,110.00	
EPL	Upgrade 10Mbps to 50Mbps	10	\$ 520.00	\$ 5,200.00	
EPL	Upgrade 20Mbps to 100Mbps	12	\$ 601.00	\$ 7,212.00	
EPL	Upgrade 50Mbps to 100Mbps	5	\$ 601.00	\$ 3,005.00	
EPL	Upgrade 50Mbps to 150Mbps	3	\$ 800.00	\$ 2,400.00	
Totals				\$ 25,349.00	\$ -

SECTION 8: SPECIAL INSTRUCTIONS

Upgrades and renews 51 sites from PLW-07620 (effective thru 07.31.17 + MTM renewals) (previous consolidation of all existing circuit services). Three (3) sites terminated during previous term: Site 46: EMS Squad 9 @ 30626 5th Street; Site 47: EMS Medic 7 @ 1040 Industrial; Site 50: Constable 2 - Fuqua @ 7133 W. Fuqua.
Consolidates SO26 (PLW-09468) dated 02.03.17 with this order to provide for increased bandwidth and coterminus term.

*Renewal term effective 09.01.17 thru 09.30.18 (13mths) to coincide with County's current budget cycle. Service to remain uninterrupted at end of renewal term for an additional 23 months effective 10.01.18 thru 09.30.20 contingent upon Commissioner's Court approval.

SECTION 9: AUTHORIZATIONS - ISSUANCE OF A FOC DATE SHALL INDICATE PS LIGHTWAVE'S ACCEPTANCE OF THIS ORDER. CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER HAS FULL AUTHORITY TO ENTER INTO THIS AGREEMENT.

Customer: FORT BEND COUNTY

PS LIGHTWAVE, INC.

Name/Title:

Rhonda Cook - President

Date:

Date: 12 September 2017

Confidential

Version: 580.S0.121216

Master Networking Service Addendum – Service Order 24.Change Order 1
Fort Bend County

Contract No. PLW-11309

EXHIBIT A

Site	Current Service	New Service	ALOC	ZLOC	MRC
1	50Mbps	100Mbps	George Memorial Library 1001 Golfview Richmond, TX 77469	Sienna Branch Library 8411 Sienna Springs Blvd. Missouri City 77459	\$601.00
2	50Mbps	150Mbps	George Memorial Library 1001 Golfview, Richmond, TX 77469	Missouri City Library 1530 Texas Pkwy Missouri City 77489	\$800.00
3	50Mbps	100Mbps	George Memorial Library 1001 Golfview, Richmond, TX 77469	First Colony Library 2121 Austin Parkway Sugar Land, TX 77479	\$601.00
4	50Mbps	100Mbps	George Memorial Library 1001 Golfview Richmond, TX 77469	Sugar Land Library 550 Eldridge Road Sugar Land, TX 77478	\$601.00
5	50Mbps	150Mbps	George Memorial Library 1001 Golfview Richmond, TX 77469	University Library 14010 University Blvd Sugar Land, TX 77479	\$800.00
6	50Mbps	150Mbps	George Memorial Library 1001 Golfview Richmond, TX 77469	Cinco Ranch Library 2620 Commercial Center Blvd. Katy, TX 77494	\$800.00
7	10Mbps	30Mbps	George Memorial Library 1001 Golfview Richmond, TX 77469	Albert George Library 9230 Gene Street Needville, TX 77461	\$370.00
8	10Mbps	30Mbps	George Memorial Library 1001 Golfview Richmond, TX 77469	Bob Lutts Library 8100 FM 359 South Fulshear, TX 77441	\$370.00
9	10Mbps	30Mbps	George Memorial Library 1001 Golfview Richmond, TX 77469	Mamie George Library 320 Dulles Avenue Stafford, TX 77477	\$370.00
10	5Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Squad 1 3323 Richmond St. Needville, TX 77461	\$338.00
11	50Mbps	100Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	FBC Justice Center 1422 Eugene Heimann Circle Richmond, TX 77469	\$601.00
12	5Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Medic 8 6625 Sansbury Blvd. Sugar Land, TX 77479	\$338.00
13	20Mbps	100Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Missouri City Annex 307 Texas Parkway Missouri City, TX 77489	\$601.00
14	20Mbps	100Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Precinct 3 22333 Grand Corner Katy, TX 77494	\$601.00
15	20Mbps	100Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	George Memorial Library 1001 Gulfview Rd. Richmond, TX 77469	\$601.00
16	20Mbps		Jane Long Annex 500 Liberty Richmond, TX 77469	Office of Emergency Mgt 307 Fort Street Richmond, TX 77469	\$601.00
17	50Mbps	100Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	County Sheriff's Office 1410 Williams Way Richmond, TX 77469	\$601.00

Master Networking Service Addendum – Service Order 24.Change Order 1
Fort Bend County

Contract No. PLW-11309

Site	Current Service	New Service	ALOC	ZLOC	MRC
18	20Mbps	100Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Juvenile Probation 122 Golfview Richmond, TX 77469	\$601.00
19	20Mbps	100Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Richmond Tax Office 1317 Eugene Heimann Circle Richmond, TX 77471	\$601.00
20	20Mbps	100Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Precinct One Building 1517 Eugene Heimann Circle Richmond, TX 77471	\$601.00
21	10Mbps	50Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	County Emergency Medical Srv 4332 Highway 36S Rosenberg, TX 77471	\$520.00
22	5Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Fairgrounds 4310 Highway 36S Rosenberg, TX 77471	\$338.00
23	20Mbps	100Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Precinct 4 12919 Dairy Ashford Rd. Sugar Land, TX 77478	\$601.00
24	20Mbps	100Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Emily Court Annex 12550 Emily Court Sugar Land, TX 77478	\$601.00
25	10Mbps	50Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Crabb Service Center 201 Payne Lane Richmond, TX 77406	\$520.00
26	10Mbps	50Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Jake Dove Arcola Juvenile Camp 400 Coen Rosharon, TX 77583	\$520.00
27	5Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Medic 2 406 Houston Rosenberg, TX 77471	\$338.00
28	5Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Squad 5 2725 FM521 Fresno, TX 77545	\$338.00
29	20Mbps	100Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Rose Annex 4520 Reading Road Rosenberg, TX 77471	\$601.00
30	5Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Medic 9 – Willow Fork Fire 24655 Westheimer Parkway Katy, TX 77494	\$338.00
31	5Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Medic 3 1514 Parkway Blvd Sugar Land, TX 77478	\$338.00
32	5Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Medic 4, Missouri City Fire 2496 Texas Parkway Missouri City, TX 77489	\$338.00
33	20Mbps	100Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Blume Complex 1124 Blume Rd Richmond, TX 77471	\$601.00
34	5Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Building Maintenance 902 Morton St Richmond, TX 77469	\$338.00
35	20Mbps	100Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	FBC Senior Center 6530 Hobby Rd. Houston, TX 77053	\$601.00
36	5Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Road & Bridge Office 4310 FM2218 Richmond, TX 77469	\$338.00

Master Networking Service Addendum – Service Order 24.Change Order 1
Fort Bend County

Contract No. PLW-11309

Site	Current Service	New Service	ALOC	ZLOC	MRC
37	5Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Eldridge Annex 1809 Eldridge Rd. Sugar Land, TX 77478	\$338.00
38	5Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Medic 5 5955 Sienna Parkway Missouri City, TX 77459	\$338.00
39	5Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Kitty Hollow Park 9555 Highway 6 Missouri City, TX 77459	\$338.00
40	5Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Purchasing & Social Services 9110 Long Street Needville, TX 77461	\$338.00
41	5Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	JP #1, Place 1 3114 Rosenberg St. Needville, TX 77461	\$338.00
42	10Mbps	50Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Needville Road & Bridge Srvc 3743 School Street Needville, TX 77461	\$520.00
43	10Mbps	50Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Child Advocacy 5403 Avenue N Rosenberg, TX 77471	\$520.00
44	5Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Bulk Fuel Yard 2751 Klauke Rd Rosenberg, TX 77471	\$338.00
45	10Mbps	50Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Road & Bridge, Precinct #2 19310 Beechnut St. Richmond, TX 77407	\$520.00
46	Terminated		Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Squad 9 30626 5 th St. Fulshear, TX 77441	
47	Terminated		Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Medic 7 1040 Industrial Blvd. Sugar Land, TX 77478	
48	10Mbps	50Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Rosenberg Boot Camp 3403 Avenue N Rosenberg, TX 77471	\$520.00
49	5Mbps	20Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	EMS Medic 10 2710 South Main Stafford, TX 77477	\$338.00
50	Terminated		Jane Long Annex 500 Liberty Richmond, TX 77469	Constable 2 – Fuqua 7133 West Fuqua Drive Missouri City, TX 77489	
51	10Mbps	50Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Four Corners 15700 Old Richmond Rd. Sugar Land, TX 77498	\$520.00
52	10Mbps	50Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Fifth Street Community Ctr 3110 Fifth St. Stafford, TX 77477	\$520.00
53	10Mbps	50Mbps	Jane Long Annex 500 Liberty Richmond, TX 77469	Mustang Community Center 4521 FM 521 North Fresno, TX 77545	\$520.00
54	5Mbps	20Mbps	Sheriff's Office 1410 Williams Way Richmond, TX 77469	Texana Center 5311 Avenue N Rosenberg, TX 77471	\$338.00
55	10Mbps	20Mbps	Jane Long Bldg. 500 Liberty Richmond, TX 77469	5855 Sienna Springs Way Missouri City, TX 77459	\$338.00

Exhibit E



5959 Corporate Drive - Ste. 3300

Houston TX 77036

www.pslightwave.com

CONTRACT NO: PLW-11310 (SO25.CO1)

Campaign No: 20170615-SEC

Date: 06.23.17

Consultant: Mike Mason

Email: mmason@pslightwave.com

Terms and Conditions: The Parties consent to the use of electronic signatures and records, including those in connection with this order, and agree they may provide documents to each other electronically. Additional business terms, conditions, escalation, service level agreement and acceptable use policies may be reviewed via PS Lightwave's website at www.pslightwave.com and are incorporated herein as referenced (with the exception of previously executed Telecommunications Master Service Agreements). NOTHING IN THIS ORDER SHALL CREATE ANY CONTRACTUAL RELATIONSHIP BETWEEN PS LIGHTWAVE AND THE CUSTOMER UNTIL PS LIGHTWAVE'S ISSUANCE OF A FIRM ORDER COMMITMENT DATE (FOC DATE).

SECTION 1: CUSTOMER INFORMATION & CONTACTS

Company: Fort Bend County	BILLING (complete is different from Contact Info):
Address: 500 Liberty	301 Jackson - Ste. 201
City/State/ZIP: Richmond TX 77471	Richmond TX 77469
Phone:	281.34.13759
Contact/Title:	Purchasing
E-Mail:	
TECHNICAL CONTACT(S)	
Contact/Title: Charles King	
Phone: 281.341.4584	
E-Mail: charles.king@fortbendcountytexas.gov	

SECTION 2: ORDER PROFILE

Type: Renewal	Consolidation & upgrade	Customer: Existing	ETP: Other	Appropriated
Term: Other	13 months w/23 month renewal*	ARO: 09.01.17 thru 09.30.18		

SECTION 6: SITE INFORMATION (If multiple sites, enter as attachment on separate sheet)

Site	Address (Street, Ste., City, ZIP)	Site	Address (Street, Ste., City, ZIP)
1	Sheriff, 1410 Williams Way, Richmond 77469	7	EMS, 307 Fort St., Richmond 77468
2	Road & Bridge, 4310 FM2218, Richmond 77469	8	George Memorial Library, 1001 Golfview, Richmond 77469
3	Employee Clinic, 301 Jackson, Richmond 77469	9	Jane Long Bldg., 500 Liberty, Richmond 77469
4	Sheriff, 1410 Williams Way, Richmond 77469		
5	Fairgrounds 4310 Hwy. 36 S., Rosenberg 77471		
6	Library Admin, 1003 Golfview, Richmond 77469		

SECTION 7: ORDERED SERVICES/EQUIPMENT (*Pricing may be subject to additional regulatory fees, taxes and/or building access fees. Tax rates are subject to change. Non-Recurring Costs (NRC) shall be invoiced upon service provisioning).

Service	Description	Quantity	Price*	Monthly Recurring*	Installation*
IP	Site 1: 5Mbps/Internet access (no change)	1	\$ 171.00	\$ 171.00	
IP	Site 2: 10Mbps/Internet access (increase 5Mbps)	1	\$ 325.00	\$ 325.00	
IP	Site 3: 20Mbps/Internet access (increase 10Mbps)	1	\$ 413.00	\$ 413.00	
IP	Site 4: 50Mbps/Internet access (increase 20Mbps)	1	\$ 600.00	\$ 600.00	
IP	Site 5/6: 100Mbps/Internet access (increase 50Mbps)	2	\$ 700.00	\$ 1,400.00	
IP	Site 7: 200Mbps/Internet access (increase 100Mbps)	1	\$ 1,134.00	\$ 1,134.00	
IP	Site 8: 500Mbps/Internet access (increase 100Mbps)	1	\$ 2,138.00	\$ 2,138.00	
IP	Site 9: 300Mbps/Internet access	1	\$ 1,575.00	\$ 1,575.00	
Totals				\$ 7,756.00	\$ -

SECTION 8: SPECIAL INSTRUCTIONS

Upgrades and renews 8 sites from PLW-07621 - ISA.S025 (term effective thru 08.31.17) (previous consolidation of all Internet services).
Site 9: PLW-11277 - ISA.S027 will be voided and incorporated into this consolidated order upon the effective date of service scheduled for 09.01.17.

*Renewal term effective 09.01.17 thru 09.30.18 (13mths) to coincide with County's current budget cycle. Service to remain uninterrupted at end of renewal term for an additional 23 months effective 10.01.18 thru 09.30.20 contingent upon Commissioner's Court approval.

SECTION 9: AUTHORIZATIONS - ISSUANCE OF A FOC DATE SHALL INDICATE PS LIGHTWAVE'S ACCEPTANCE OF THIS ORDER. CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER HAS FULL AUTHORITY TO ENTER INTO THIS AGREEMENT.

Customer: FORT BEND COUNTY

PS LIGHTWAVE, INC.

Name/Title:

Rhonda Cook - President

Date:

Date: 15 September 2017

Confidential

Version: SBO-SO.121216

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-259407

Date Filed:
09/12/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
PS Lightwave, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

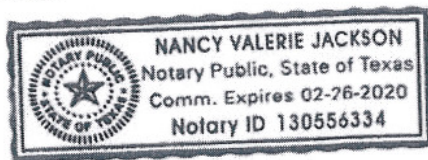
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
PLW-11277, 11309, 11310
Renewal of E-Line Circuits at 54 sites (original contract PLW-07629) ; renewal of Internet access at 52 sites (original contract PLW-07621); addition of Internet access at Jane Long Bldg.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Caddle, David	Houston, TX United States		X
	PS Lightwave, Inc.	Houston, TX United States	X	
	Cook, Rhonda	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Rhonda Cook (President)
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Rhonda Cook - President, this the 12th day of September, 2017, to certify which, witness my hand and seal of office.

Nancy Valerie Jackson
Signature of officer administering oath

Nancy Valerie Jackson
Printed name of officer administering oath

Notary Public
Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****Certificate Number:**
2017-259407**Date Filed:**
09/12/2017**Date Acknowledged:**
09/26/2017**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**PS Lightwave, Inc.
Houston, TX United States**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

PLW-11277, 11309, 11310

Renewal of E-Line Circuits at 54 sites (original contract PLW-07629) ; renewal of Internet access at 52 sites (original contract PLW-07621); addition of Internet access at Jane Long Bldg.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Caddle, David	Houston, TX United States		X
	PS Lightwave, Inc.	Houston, TX United States	X	
	Cook, Rhonda	Houston, TX United States	X	

5 Check only if there is NO Interested Party.☐**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity**AFFIX NOTARY STAMP / SEAL ABOVE**Sworn to and subscribed before me, by the said _____, this the _____ day of _____,
20_____, to certify which, witness my hand and seal of office._____
Signature of officer administering oath_____
Printed name of officer administering oath_____
Title of officer administering oath

Exhibit 2



PURE SPEED
LIGHTWAVE

5959 Corporate Drive - Ste. 3300
Houston TX 77036
www.pslightwave.com

Date: 9/21/2017

Consultant: Mike Mason

CONTRACT NO: PLW-10112

Campaign No: 20170228-SEC

Email: mmason@pslightwave.com

Terms and Conditions: The Parties consent to the use of electronic signatures and records, including those in connection with this order, and agree they may provide documents to each other electronically. Additional business terms, conditions, escalation, service level agreement and acceptable use policies may be reviewed via PS Lightwave's website at www.pslightwave.com and are incorporated herein as referenced (with the exception of previously executed Telecommunications Master Service Agreements). NOTHING IN THIS ORDER SHALL CREATE ANY CONTRACTUAL RELATIONSHIP BETWEEN PS LIGHTWAVE AND THE CUSTOMER UNTIL PS LIGHTWAVE'S ISSUANCE OF A FIRM ORDER COMMITMENT DATE (FOC DATE).

SECTION 1: CUSTOMER INFORMATION & CONTACTS

Company: <u>Fort Bend County Sheriff's Office</u>	BILLING (complete is different from Contact Info):
Address: <u>1410 Williams Way</u>	
City/State/ZIP: <u>Richmond, TX 77469</u>	
Phone: <u>281.341.4735</u>	
Contact/Title: <u>Debbie Kaminski</u>	
E-Mail: <u>debbie.kaminski@fortbendcountytexas.gov</u>	
TECHNICAL CONTACT(S)	
Contact/Title: <u>Lt. Andy Patti</u>	
Phone: <u>281.341.4735</u>	
E-Mail: <u>andy.patti@fortbendcountytexas.gov</u>	

SECTION 2: ORDER PROFILE

Type: <u>New</u>	Customer: <u>Existing</u>	ETP: <u>50%</u>
Term: <u>36</u> MTM auto renewals	ARO: <u>15-30</u> days	

SECTION 6: SITE information (If multiple sites, enter as attachment on separate sheet)

Site	Address (Street, Ste., City, ZIP)	Site	Address (Street, Ste., City, ZIP)
<u>A</u>	<u>Sheriff's Office, 1410 Williams Way, Richmond, TX 77469</u>	<u>Z</u>	<u>Tomball Radio Tower, 15503 Brown Rd. Tomball, TX 77377</u>

SECTION 7: ORDERED SERVICES/EQUIPMENT (*Pricing may be subject to additional regulatory fees, taxes and/or building access fees. Tax rates are subject to change. Non-Recurring Costs (NRC) shall be invoiced upon service provisioning.)

Service	Description	Quantity	Price*	Monthly Recurring*	Installation*
<u>EPL</u>	<u>5 Mbps PTP Ethernet Circuit</u>	<u>1</u>	<u>\$ 171.00</u>	<u>\$ 171.00</u>	<u>\$ 300.00</u>
-				<u>\$ -</u>	
-				<u>\$ -</u>	
-				<u>\$ -</u>	
-				<u>\$ -</u>	
-				<u>\$ -</u>	
-				<u>\$ -</u>	
Totals				\$ 171.00	\$ 300.00

SECTION 8: SPECIAL INSTRUCTIONS

SECTION 9: AUTHORIZATIONS - ISSUANCE OF A FOC DATE SHALL INDICATE PS LIGHTWAVE'S ACCEPTANCE OF THIS ORDER. CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER HAS FULL AUTHORITY TO ENTER INTO THIS AGREEMENT.

Customer: FORT BEND COUNTY SHERIFF'S OFFICE

PS LIGHTWAVE, INC.

Name/Title:


Rhonda Cobb - President

Date:

Date: 21 September 2017

Confidential

Version: SBD:SO.121216



5959 Corporate Drive - Ste. 3300 - Houston TX 77036
www.pslightwave.com - 832.615.8000

SERVICE ORDER

Order No: PLW-11735 (SO24.CO2)

Date: 12.21.17

Campaign: N/A

Consultant: Mike Mason

Email: mmason@pslightwave.com

SECTION 1: CUSTOMER INFORMATION & CONTACTS

Company: Fort Bend County

Address: 500 Liberty

City/State/ZIP: Richmond TX 77471

Phone:

Contact/Title:

E-Mail:

BILLING (complete is different from Contact Info):

TECHNICAL CONTACT(S)

Contact/Title: Charles King

Phone: 281.341.4584

E-Mail: charles.king@fortbendcountytexas.gov

SECTION 2: ORDER PROFILE

Type: Relocation

Customer: Existing

ETP: Other Appropriated

Term: -

ARO: 60 Days

SECTION 6: SITE INFORMATION (If multiple sites, enter as attachment on separate sheet)

Site	Address (Street, Ste., City, ZIP)	Site	Address (Street, Ste., City, ZIP)
ALOC	Jane Long Annex, 500 Liberty, Richmond 77469	ZLOC	EMS8, 6626 August Glen Drive, Rosenberg (Relocated from 6625 Sansbury Blvd., Sugar Land 77479)

SECTION 7: ORDERED SERVICES/EQUIPMENT (*Pricing may be subject to additional regulatory fees, taxes and/or building access fees. Tax rates are subject to change. Non-Recurring Costs (NRC) shall be invoiced upon service provisioning).

Service	Description	Quantity	Price*	Monthly Recurring*	Installation*
EPL	20Mbps/Circuit	1	\$ 338.00	\$ 338.00	\$ 1,000.00
-				\$ -	
-				\$ -	
-				\$ -	
-				\$ -	
-				\$ -	
-				\$ -	
Totals				\$ 338.00	\$ 1,000.00

SECTION 8: SPECIAL INSTRUCTIONS

PLW-11309 (SO24.CO1)

Renewal Term: 09.01.17 thru 08.31.20

SECTION 9: AUTHORIZATIONS. CUSTOMER REPRESENTS AND WARRANTS THAT CUSTOMER HAS FULL AUTHORITY TO ENTER INTO THIS AGREEMENT. PS Lightwave's escalation, service level agreement and acceptable use policies may be reviewed via PS Lightwave's website at www.pslightwave.com and are incorporated herein as referenced. Additional terms and conditions relating to the provisioning of services under this Service Order may be found in the Parties' Master Service Agreement.

Customer: FORT BEND COUNTY

PS LIGHTWAVE, INC.

Name-Title:

Rhonda Cook - President

Date:

Date: 10 January 2018