



as such provided to County by Frontier shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Frontier for any reason are hereby deleted.
7. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by Frontier in any way associated with the Agreement.
8. **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.
9. **Insurance.**
  - a. Frontier, consistent with its status as an independent Frontier will carry and will cause its subcontractors to carry, at least the following insurance, with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A-:VII or better, and in amounts not less than the following minimum limits of coverage:
    - i. Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:

• Employers Liability - Each Accident	\$1,000,000
• Employers Liability - Each Employee	\$1,000,000
• Employers Liability - Policy Limit	\$1,000,000
    - ii. Commercial General Liability Insurance with limits of not less than:

• Each Occurrence Limit	\$1,000,000
• Damage to Rented Premises	\$300,000
• Personal & Advertising Injury	\$1,000,000
• General Aggregate	\$2,000,000
• Products - Completed Operations Aggregate	\$2,000,000

The required commercial general liability policy will be issued on a form that insures Frontier's or its subcontractor's liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.
    - iii. Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;
    - iv. Professional Liability (Errors & Omissions) Insurance with limits of not less than \$1,000,000 each occurrence, \$3,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of Frontier and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, Frontier agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides

coverage for at least two (2) years after the expiration or cancellation of this Agreement.

- b. Frontier will deliver to County evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all required insurance policies after the execution and delivery of this Agreement and prior to the performance of any services by Frontier under this Agreement. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.
  - c. All insurance policies, with the exception of worker's compensation, employer's liability, and professional liability will be endorsed and name the County as Additional Insured for liability caused in whole or in part by Frontier's acts or omissions with respect to its on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Frontier. The Commercial General Liability Additional Insured endorsement including on-going and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.
  - d. Frontier hereby waives all rights of subrogation against the County. All insurance policies will be endorsed to provide a waiver of subrogation in favor of the County. No policy will be canceled until after thirty (30) days' unconditional written notice to the County. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to County thirty (30) days prior to any cancellation, material change, or non-renewal relating to any insurance policy.
  - e. Frontier is responsible to pay any deductible or self-insured retention for any loss. Any self-insured retention must be declared to and approved by County prior to the performance of any services by Frontier under this Agreement. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.
  - f. Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following County contact:  
Name: Wyatt Scott, Director of Risk Management  
Address: 301 Jackson St., Suite 224, Richmond, TX 77469  
Facsimile Number: 281-341-3751  
Email Address: [RiskMgmt@fortbendcountytexas.gov](mailto:RiskMgmt@fortbendcountytexas.gov)
  - g. Frontier's or subcontractor's insurance will be primary to any insurance carried or self-insurance program established by the County. Frontier's or subcontractor's insurance will be kept in force until all services have been fully performed and accepted by County in writing.
10. **Conflict.** In the event there is a conflict between the terms of this Agreement and the attached Exhibits A and B, the terms of this Addendum shall control.

*Signatures follow on next page*

FORT BEND COUNTY

*Robert Hebert*

Robert Hebert, County Judge

*November 8, 2016*

Date

ATTEST:

*Laura Richard*

Laura Richard, County Clerk



FRONTIER

*Dale Parker*

Authorized Agent - Signature

*Dale Parker*

Authorized Agent- Printed Name

*Regional Sales Manager*

Title

*10-31-2016*

Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ *50,000.00* are available to pay the obligation of Fort Bend County within the foregoing Agreement.

*Robert Ed Sturdivant*

Robert Ed Sturdivant, County Auditor

# **EXHIBIT A**



This Frontier Services Agreement ("FSA") is effective as of July 26, 2016, by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and Fort Bend County, whose primary address is 301 Jackson, STE 109 Richmond TX 77469-3108 ("Customer").

## 1. Provision of Services and Equipment

a. Frontier will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively "Service"), and/or purchase or lease equipment ("Equipment"), described in this FSA and Schedules executed by Customer.

b. Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FSA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this FSA shall control.

c. Frontier will provide, maintain and repair the Frontier owned facilities and equipment used to provide the Services ("Frontier's Network"), up to and including the point at which Frontier's Network is made available for interconnection to Customer's premises equipment or inside wiring. Customer shall provide Frontier reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Frontier Network components, including obtaining approvals, permits or licenses from third parties as necessary. Customer will cooperate in good faith and provide all reasonable information and authorizations required by Frontier for the purpose of installing Services and/or Equipment, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services and Letters of Agency allowing Frontier to act on the Customer's behalf related to the Services and auxiliary third party services.

d. Only authorized agents and representatives of Frontier may perform maintenance work with respect to Frontier's Network. Any repair, alteration, configuration or servicing of Frontier's Network, Services or Equipment by Customer or third parties without the written consent of Frontier is a material breach of this FSA and cause for termination at Frontier's option.

e. If Frontier is unable to commence performance hereunder due to circumstances within Customer's control, any related costs incurred by Frontier, including but not limited to travel at normal rate and overtime labor rate expenses, will be reimbursed by Customer. Customer will reimburse Frontier for all costs incurred for installation, maintenance and repair if: (i) Frontier's Network is altered, maintained or repaired by any party other than Frontier, without Frontier's prior written consent, (ii) the malfunction of the Service or Equipment is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than Frontier (including use in conjunction with equipment electrically or mechanically incompatible); or (iii) if the problem originated from a source unrelated to Frontier's Network.

f. Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of Frontier's Network in accordance with manufacturer's documentation and Frontier's installation standards, more fully described in the applicable Schedule; and (ii) a well-lighted and safe working area that complies with all local safety standards and regulations.

g. The Services or Equipment may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and as may be agreed to by Frontier, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to Frontier's Network or to the network of an underlying carrier or service.

h. Customer is responsible for all charges billed by other carriers or third parties. Frontier shall not be responsible for the installation, operation, repair or maintenance or performance of equipment, facilities, software or service not provided directly by Frontier. Customer is responsible to provide equipment compatible with the Service or Equipment and Frontier's Network, and any wiring required to extend a communications termination and/or demarcation at the Customer premises. Customer will provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes, and Frontier's installation standards.

i. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and Equipment. Customer is solely responsible for ensuring that all of Customer's data are adequately secured, documented and backed-up at all times. Frontier and its contractors are not responsible or liable for data loss for any reason.

j. Frontier will manage the Frontier Network in Frontier's sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services or provisioning the Equipment. Frontier will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for emergency maintenance to Frontier's Network without notice to Customer. Customer shall designate a primary contact for receipt of such notice.

k. Customer represents and warrants that its use of the Service and Equipment will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this FSA and Customer will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use.

l. Except as expressly identified in a Schedule, Customer and its employees shall be the only permitted end-user of the Services and leased Equipment. Customer shall not resell or bundle the Services or leased Equipment, nor permit any third party to access the Services or leased Equipment in exchange for compensation of any kind.

## 2. Term

The term of this FSA will commence as of the date identified in the introductory paragraph above or the date the FSA is executed by both Parties, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "Service Term"). Unless otherwise stated in the Schedule, the Service Term and billing for the Service, will begin upon the earlier of (i) Customer's use of the applicable Service(s) or Equipment or (ii) five (5) days following Frontier's installation of such Service(s) or Equipment, and such date is deemed the commencement of the applicable Service Term. If neither party provides the other with written notice of its intent to terminate a Service at least sixty (60) days prior to expiration, the Service Term of each Service will automatically renew for additional one-year periods, subject to the terms and conditions of this FSA and at the then applicable one-year term rate, excluding promotional rates. If the parties agree to negotiated renewal



terms, such terms will not be effective unless and until documented in writing and executed by both parties.

### 3. Payment

a. Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.

b. Unless Customer is otherwise tax exempt, in addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated including but not limited to Primary Interexchange Carrier Charge, Federal Pre-Subscribed Line Charge, Carrier Cost Recovery Surcharge, E-911, and Universal Service and Local Number Portability, in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment.

c. All payments shall be due within thirty (30) days of the invoice date and, in addition to and not in lieu of any other remedies Frontier may have hereunder or under the law as a result of Customer's failure to pay, late payments shall be subject to will be paid in accordance with Chapter 2251 of the Texas Government Code. In the event Customer disputes any invoiced amount, Customer will pay all charges not disputed, and notify Frontier of the dispute in writing, providing an explanation of the basis for the dispute. If Frontier does not receive notice of a payment dispute by Customer within ninety (90) calendar days after the date of an invoice, such invoice will be final and not subject to further challenge. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days. Frontier reserves the right to immediately suspend or terminate any or all Services or the installation or lease of any or all Equipment if Customer is overdue more than thirty (30) days for payments that have not been disputed in good faith.

### 4. Cancellation and Early Termination Charges

a. Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

b. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Customer shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.

c. Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this Section are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

### 5. Non-Appropriation of Governmental Funds.

c. To the fullest extent required by law, the following shall apply. Customer represents that the Services are funded by governmental appropriations. In the event Customer is not appropriated governmental funds to continue to subscribe to the Services under this Agreement, despite taking all necessary steps to secure such funding, then Customer will provide Frontier with reasonable advance notice, but not

less than thirty (30) business days, of the need to terminate this Schedule for lack of appropriated funds, or the need to modify the quantity of Services under this Agreement. Frontier and Customer will work cooperatively in good faith to complete the termination of or reduction in Services in a reasonable time frame. In the event of such termination or reduction, Customer will be responsible for paying for Services provided up to the date of termination of or reduction in Services but early termination charges will not apply. If Customer terminates this Agreement for non-appropriation in order to procure the same or comparable services from another service provider, then early termination charges will apply.

### 6. Limitation of Liability and Warranty Provisions

a. The liability of Frontier and its affiliates related to this FSA or the Service or Equipment provided under this FSA, shall in no event exceed the limitations of liability set forth in the applicable tariffs, or regulatory rule or order. If there is no applicable tariff, regulatory rule or order, the total amount paid for the applicable Service or Equipment during the prior 12 months. In cases of an Outage, Frontier's liability shall be limited to 1/720 of the MRC for each hour after Frontier is notified of the Outage. An "Outage" is an interruption in Service or use of the Equipment caused by a failure of Frontier's Network, excluding degradation or disruption due to planned or emergency maintenance or an event outside Frontier's direct control. Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services or Equipment caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services or Equipment, or for interruptions of Services or Equipment, except as expressly set forth herein.

b. IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, LOSS OF USE, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER OR THIRD PARTIES RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO DAMAGE, LOSS OR LOSS OF USE OF CUSTOMER DATA OR FRAUD BY THIRD PARTIES.

c. Frontier warrants that Frontier's Network will be maintained in good working order. If any Service does not function substantially in accordance with applicable Service specifications as a result of Frontier's failure to maintain Frontier's Network (excluding degradation related to the acts or omissions of Customer or anyone using the Services, a force majeure event, or scheduled maintenance), Frontier's sole obligation is to repair the affected Service at Frontier's expense. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO FRONTIER'S NETWORK, SERVICES OR EQUIPMENT PROVIDED PURSUANT TO THESE TERMS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. FRONTIER DOES NOT WARRANT THAT THE SERVICES OR EQUIPMENT OR ACCESS OR OPERATION OF THE SERVICES OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

d. This FSA shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of Frontier's Services and/or the Equipment provided under this FSA will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.



e. Customer agrees that the Services and Equipment, and Frontier's performance hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

f. No action, regardless of form, arising out of this FSA or the Schedules may be brought more than two (2) years after the cause of action has arisen or charges have been billed whichever is earlier. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under applicable law.

#### 7. Indemnification

To the extent authorized by Constitution and laws of the State of Texas, Customer shall indemnify, defend and hold Frontier and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out or relating to any claim, action or proceeding brought by any third party based upon: (i) Customer's breach of this FSA; (ii) Customer's negligence or willful misconduct in the performance of its obligations under this FSA; (iii) use of the Equipment or Services, including but not limited to the content of communications transmitted thereby; (iv) any infringement of intellectual property or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or any other person's use of the Equipment or Services, any combination of the Equipment or Services with other products or services not provided by Frontier, or any modification of the Equipment or Services by anyone other than Frontier; (v) any bodily injury (including illness or death) or property damage caused by Customer or anyone within its control. The obligations under this Section 6 are independent of any other obligation under this FSA. Nothing in this FSA shall be construed to waive the County's sovereign immunity.

#### 8. Confidentiality

a. Frontier expressly acknowledges that Customer is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, Customer will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to Customer by Frontier shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed.

b. Notwithstanding anything herein to the contrary, Frontier shall have the right to include Customer's name in a public list of current customers who use Frontier's services, provided Frontier does not make any representation with respect to Customer and does not attribute any endorsements to Customer, without Customer's prior written consent. In addition, Frontier may publicly identify Customer as a new customer of Frontier or an existing customer obtaining expanded or additional services from Frontier, as the case may be.

#### 9. Breach

a. **Breach by Customer:** If Customer fails to make any payment when due and such failure continues for five (5) days after notice, or Customer fails to comply with any other term or condition of this FSA or any Schedule and such failure continues for thirty (30) days after notice, then Frontier may either suspend the applicable Schedule (or any portion thereof) until the breach is remedied, terminate the applicable Schedule (or any portion thereof), or terminate this FSA and all Schedules. Notwithstanding the foregoing, Frontier may immediately suspend Services and, after giving notice to Customer with an opportunity to respond appropriate to the circumstances and Customer's failure to respond, Frontier may terminate any or all Services, retrieve Frontier

Network elements from the service location and Equipment for which title has not transferred to Customer, in the following circumstances: (i) in the event of unauthorized, unlawful or improper use or abuse of the Frontier Network or Service; (ii) if, in the reasonable judgment of Frontier, Customer's use of the Frontier Network or Service has or will damage or have an adverse effect on Frontier's Network, its personnel, property or service; (iii) such action is necessary to meet the exigencies of an emergency; or (iv) a court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Equipment or Services to Customer.

b. **Breach by Frontier:** If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of written notice from Customer of such breach (providing reasonable detail), Customer may terminate the Service which is the subject of such breach. This is Customer's exclusive remedy for a breach by Frontier.

#### 10. Force Majeure

In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; terrorism; cyber security events; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

#### 11. Assignment

This FSA may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign this FSA to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with Frontier. Frontier may subcontract portions of the work to be performed hereunder to provision the Services or Equipment.

#### 12. Work Site Conditions

a. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work pursuant to this FSA, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the charges identified in the related Schedule, based on any increase in costs incurred by Frontier.

b. To the extent authorized by Constitution and laws of the State of Texas, Customer agrees to release, indemnify, defend and hold harmless Frontier from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the Customer's premises or location where Services or Equipment will be installed.

#### 13. Title and Risk of Loss

a. Risk of loss or damage for Frontier Network elements installed at a Customer designated service location shall pass to Customer at time of delivery to Customer.

b. Any Frontier Network elements or Equipment installed at Customer's premises or location where Services or Equipment will be installed (which is leased or for which title has not transferred to Customer) remain the personal property of Frontier or Frontier's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this FSA or any Schedule (in whole or in part), all Frontier property shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event Frontier property is not returned to Frontier in accordance with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value of the Frontier



property, except to the extent such failure is caused by the negligence or willful misconduct of Frontier or its agents.

**14. Competition**

Customer recognizes the availability of competitive alternatives for receiving the Services and Equipment provided under this FSA, and has freely elected to enter into this FSA in order to receive the benefits it offers.

**15. Government Regulation**

To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, this FSA shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder or the benefits provided by this FSA. If provision of any Service pursuant to this FSA is subject to advance approval of the FCC and/or any state public utilities commission, this FSA shall not become effective with respect to such Service until after receipt by Frontier of written notice of such approval.

**16. Governing Law**

This FSA shall be governed by and construed according to the laws of the State in which Services or Equipment are being provided hereunder without regard to its conflicts of laws provisions. Any related litigation may be brought in any State or Federal courts of competent jurisdiction within such State. Customer and Frontier consent to personal jurisdiction in such courts.

**17. No Waiver**

If either party fails, at any time, to enforce any right or remedy available to it under this FSA, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

**18. Severability**

A declaration by any court, or other binding legal source, that any provision of this FSA or any Schedule is illegal and void, will not affect

the legality and enforceability of any other provisions of this FSA, unless the provisions are mutually dependent.

**19. Notice**

All notices provided pursuant to this FSA will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice if sent overnight mail, or three (3) days after mailing if by regular mail to the address of the party designated to receive such notice.

**20. Independent Relationship**

Each party understands and agrees that it and its personnel are not employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times.

**21. Dispute Resolution**

To the extent authorized by Constitution and laws of the State of Texas, except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

**22. Authorization and Entire Agreement**

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document (whether signed by one or both parties) shall be construed solely as evidence of Customer's internal business processes, and the terms and conditions contained thereon shall be void and of no effect or application toward this FSA.

Frontier Communications of America, Inc.	Fort Bend County
Frontier's Signature: 	Customer's Signature: 
Printed Name: Dale Parker	Printed Name: Gilbert Jalomo
Title: Regional Sales Manager	Title: Purchasing Agent
Date: 8-8-16	Date: 8.11.16
Contractual Notice: Frontier Communications 111 Field Street Rochester, NY 14620 Attn: Legal Department	Contractual Notice:  Attn:



**BUSINESS LOCAL & LD SERVICES SCHEDULE**  
Frontier Confidential

This is Schedule Number 1 to the Frontier Services Agreement dated August 11, 2016 ("FSA") by and between Fort Bend County ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

**Service Location:**

Street Address: 301 Jackson, STE 109  
City, State, Zip: Richmond, TX 77469-3108

Schedule Date: August, 2016  
Service Term: Month to Month

Local Service	Quantity	NRC	MRC
Business Lines Bus1 Party Flat Rate RG6, Acc Rec Chrg Multi-Bus LN, Interstate SLC Multi Bus LN	23	\$0.00	\$58.74
Centrex		\$	\$
DIDs		\$	\$
ISDN PRI		\$	\$
ISDN BRI		\$	\$
Digital Channel Service (DCS)		\$	\$
Local Measured Service (LMS) Plan		\$	\$
Foreign Exchange Service (FXS)		\$	\$
PBX Trunks – Analog		\$	\$
Features:		\$	\$
Other Local Service:		\$	\$
Long Distance Service	Quantity	Rate	MRC
One Plus - Intrastate		\$	\$
One Plus - Interstate		\$	\$
Toll Free - Intrastate		\$	\$
Toll Free - Interstate		\$	\$
IntraLATA		\$	\$
International		\$	\$
Dedicated - OnePlus		\$	\$
Dedicated – Toll Free		\$	\$
EAS/EMS		\$	\$
Audio Conferencing		\$	\$
Web Conferencing		\$	\$
Other LD Service:		\$	\$
Domestic Block Of Time Plans:	Minutes / MRC / Overage Rate		
1+ outbound for T1 / PRI / Centrex / B1s	Select		
Toll Free for T1 / PRI / Centrex / B1s	Select		

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.	Fort Bend County
Frontier's Signature:  <i>Dale Parker</i>	Customer's Signature:  <i>Gilbert Jalomo</i>
Printed Name: Dale Parker	Printed Name: Gilbert Jalomo
Title: Regional Sales Manager	Title: Purchasing Agent
Date: 8-11-16	Date: 08-11-16

	<b>BUSINESS LOCAL &amp; LD SERVICES SCHEDULE</b> Frontier Confidential
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This is Schedule Number 2 to the Frontier Services Agreement dated August 11, 2016 ("FSA") by and between Fort Bend County ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.


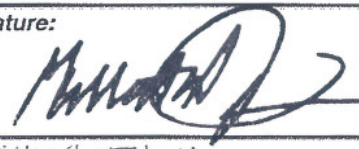
**Service Location:**

Street Address: 301 Jackson, Ste 109  
 City, State, Zip: Richmond, TX 77469-3108

Schedule Date: August , 2016  
 Service Term: 3 Years

Local Service	Quantity	NRC	MRC
Business Lines Bus 1 Party Flate, 3 Yr Term, Acc Rec Chrg Multi-Ln Bus, Interstate SLC Mt-Bus Ln	2	\$0.00	\$41.64
Centrex		\$	\$
DIDs		\$	\$
ISDN PRI		\$	\$
ISDN BRI		\$	\$
Digital Channel Service (DCS)		\$	\$
Local Measured Service (LMS) Plan		\$	\$
Foreign Exchange Service (FXS)		\$	\$
PBX Trunks – Analog		\$	\$
Features:		\$	\$
Other Local Service:		\$	\$
Long Distance Service	Quantity	Rate	MRC
One Plus - Intrastate		\$	\$
One Plus - Interstate		\$	\$
Toll Free - Intrastate		\$	\$
Toll Free - Interstate		\$	\$
IntraLATA		\$	\$
International		\$	\$
Dedicated - OnePlus		\$	\$
Dedicated – Toll Free		\$	\$
EAS/EMS		\$	\$
Audio Conferencing		\$	\$
Web Conferencing		\$	\$
Other LD Service:		\$	\$
<b>Domestic Block Of Time Plans:</b>	<b>Minutes / MRC / Overage Rate</b>		
1+ outbound for T1 / PRI / Centrex / B1s	Select		
Toll Free for T1 / PRI / Centrex / B1s	Select		

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc. <hr/> Frontier's Signature:  <hr/> Printed Name: Dale Parker <hr/> Title: Regional Sales Manager <hr/> Date: 8-11-16	Fort Bend County <hr/> Customer's Signature:  <hr/> Printed Name: Gilbert Talomo <hr/> Title: Purchasing Agent <hr/> Date: 08-11-16
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	<b>BUSINESS LOCAL &amp; LD SERVICES SCHEDULE</b> Frontier Confidential
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This is Schedule Number 3 to the Frontier Services Agreement dated August 11, 2016 ("FSA") by and between Fort Bend County ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

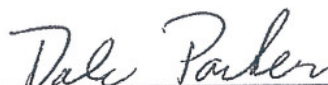
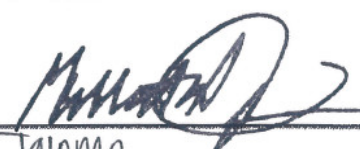
**Service Location:**

Street Address: **301 Jackson, Ste 109**  
 City, State, Zip: **Richmond, TX 77469-3108**

Schedule Date: **August**, 2016  
 Service Term: **3 Years**

Local Service	Quantity	NRC	MRC
Business Lines Bus 1 Party Flat Rate, Access Recovery Chrg Bus, Sngl-Ln Fed Sub Ln Chrg-B	1	\$0.00	\$39.67
Centrex		\$	\$
DIDs		\$	\$
ISDN PRI		\$	\$
ISDN BRI		\$	\$
Digital Channel Service (DCS)		\$	\$
Local Measured Service (LMS) Plan		\$	\$
Foreign Exchange Service (FXS)		\$	\$
PBX Trunks – Analog		\$	\$
Features:		\$	\$
Other Local Service:		\$	\$
Long Distance Service	Quantity	Rate	MRC
One Plus - Intrastate		\$	\$
One Plus - Interstate		\$	\$
Toll Free - Intrastate		\$	\$
Toll Free - Interstate		\$	\$
IntraLATA		\$	\$
International		\$	\$
Dedicated - OnePlus		\$	\$
Dedicated – Toll Free		\$	\$
EAS/EMS		\$	\$
Audio Conferencing		\$	\$
Web Conferencing		\$	\$
Other LD Service:		\$	\$
<b>Domestic Block Of Time Plans:</b>	<b>Minutes / MRC / Overage Rate</b>		
1+ outbound for T1 / PRI / Centrex / B1s	Select		
Toll Free for T1 / PRI / Centrex / B1s	Select		

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc. <hr/> Frontier's Signature:  <hr/> Printed Name: Dale Parker Title: Regional Sales Manager Date: 8-11-16	Fort Bend County <hr/> Customer's Signature:  <hr/> Printed Name: Gilbert Jalomo Title: Purchasing Agent Date: 8-11-16
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**BUSINESS LOCAL & LD SERVICES SCHEDULE**  
Frontier Confidential

This is Schedule Number 4 to the Frontier Services Agreement dated August 11, 2016 ("FSA") by and between Fort Bend County ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

**Service Location:**

Street Address: 301 Jackson, Ste 109  
City, State, Zip: Richmond, TX 77469-3018

Schedule Date: August, 2016  
Service Term: Month to Month

Local Service	Quantity	NRC	MRC
Business Lines Bus 1 Party Flat Rate, RG6, Sngl-Ln Fed Sub Ln Chrg B, Access Recovery Chrg-Bus	1	\$0.00	\$56.77
Centrex		\$	\$
DIDs		\$	\$
ISDN PRI		\$	\$
ISDN BRI		\$	\$
Digital Channel Service (DCS)		\$	\$
Local Measured Service (LMS) Plan		\$	\$
Foreign Exchange Service (FXS)		\$	\$
PBX Trunks – Analog		\$	\$
Features:		\$	\$
Other Local Service:		\$	\$
Long Distance Service	Quantity	Rate	MRC
One Plus - Intrastate		\$	\$
One Plus - Interstate		\$	\$
Toll Free - Intrastate		\$	\$
Toll Free - Interstate		\$	\$
IntraLATA		\$	\$
International		\$	\$
Dedicated - OnePlus		\$	\$
Dedicated – Toll Free		\$	\$
EAS/EMS		\$	\$
Audio Conferencing		\$	\$
Web Conferencing		\$	\$
Other LD Service:		\$	\$
<b>Domestic Block Of Time Plans:</b>	<b>Minutes / MRC / Overage Rate</b>		
1+ outbound for T1 / PRI / Centrex / B1s	Select		
Toll Free for T1 / PRI / Centrex / B1s	Select		

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Frontier Communications of America, Inc.	Fort Bend County
Frontier's Signature: 	Customer's Signature: 
Printed Name: Dale Parker	Printed Name: Gilbert Talomo
Title: Regional Sales Manager	Title: Purchasing Agent
Date: 8-11-16	Date: 8-11-16

	<b>BUSINESS LOCAL &amp; LD SERVICES SCHEDULE</b> Frontier Confidential
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This is Schedule Number 5 to the Frontier Services Agreement dated August 11, 2016 ("FSA") by and between Fort Bend County ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.



**Service Location:**

Street Address: 301 Jackson, Ste 109  
 City, State, Zip: Richmond, TX 77469-3109

Schedule Date: August , 2016  
 Service Term: Month to Month

Local Service	Quantity	NRC	MRC
Business Lines Bus 1 Party Flat Rate RG6, Acc RecChrg Multi-Ln Bus, Interstate SLC Mlti-Bus Ln	1	\$0.00	\$58.74
Centrex		\$	\$
DIDs		\$	\$
ISDN PRI		\$	\$
ISDN BRI		\$	\$
Digital Channel Service (DCS)		\$	\$
Local Measured Service (LMS) Plan		\$	\$
Foreign Exchange Service (FXS)		\$	\$
PBX Trunks – Analog		\$	\$
Features: Call Waitng	1	\$0.00	\$7.50
Other Local Service:		\$	\$
Long Distance Service	Quantity	Rate	MRC
One Plus - Intrastate		\$	\$
One Plus - Interstate		\$	\$
Toll Free - Intrastate		\$	\$
Toll Free - Interstate		\$	\$
IntraLATA		\$	\$
International		\$	\$
Dedicated - OnePlus		\$	\$
Dedicated – Toll Free		\$	\$
EAS/EMS		\$	\$
Audio Conferencing		\$	\$
Web Conferencing		\$	\$
Other LD Service:		\$	\$
<b>Domestic Block Of Time Plans:</b>	<b>Minutes / MRC / Overage Rate</b>		
1+ outbound for T1 / PRI / Centrex / B1s	Select		
Toll Free for T1 / PRI / Centrex / B1s	Select		

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<b>Frontier Communications of America, Inc.</b> Frontier's Signature:  Printed Name: Dale Parker Title: Regional Sales Manager Date: 8-11-16	<b>Fort Bend County</b> Customer's Signature:  Printed Name: Gilbert Jalomo Title: Purchasing Agent Date: 08-11-16
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	<b>BUSINESS LOCAL &amp; LD SERVICES SCHEDULE</b> Frontier Confidential
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This is Schedule Number 6 to the Frontier Services Agreement dated August 11, 2016 ("FSA") by and between Fort Bend County ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

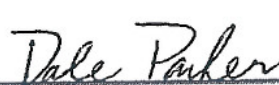

**Service Location:**

Street Address: 301 Jackson, Ste 109  
 City, State, Zip: Richmond, TX 77469-3108

Schedule Date: August , 2016  
 Service Term: Month to Month

Local Service	Quantity	NRC	MRC
Business Lines		\$	\$
Centrex Centranet Station Line, Acc Rec Chrg Mlti-Bus Ln, Interstate SLC Mlt Bus Ln	1	\$0.00	\$46.64
DIDs		\$	\$
ISDN PRI		\$	\$
ISDN BRI		\$	\$
Digital Channel Service (DCS)		\$	\$
Local Measured Service (LMS) Plan		\$	\$
Foreign Exchange Service (FXS)		\$	\$
PBX Trunks – Analog		\$	\$
Features: Centrex Feature Pak 1000, Call Restriction	1	\$0.00	\$9.40
Other Local Service:		\$	\$
Long Distance Service	Quantity	Rate	MRC
One Plus - Intrastate		\$	\$
One Plus - Interstate		\$	\$
Toll Free - Intrastate		\$	\$
Toll Free - Interstate		\$	\$
IntraLATA		\$	\$
International		\$	\$
Dedicated - OnePlus		\$	\$
Dedicated – Toll Free		\$	\$
EAS/EMS		\$	\$
Audio Conferencing		\$	\$
Web Conferencing		\$	\$
Other LD Service:		\$	\$
<b>Domestic Block Of Time Plans:</b>	<b>Minutes / MRC / Overage Rate</b>		
1+ outbound for T1 / PRI / Centrex / B1s	Select		
Toll Free for T1 / PRI / Centrex / B1s	Select		

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<b>Frontier Communications of America, Inc.</b> Frontier's Signature:  Printed Name: Dale Parker Title: Regional Sales manager Date: 8-11-16	<b>Fort Bend County</b> Customer's Signature:  Printed Name: Gilbert Jalomo Title: Purchasing Agent Date: 8-11-16
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# **EXHIBIT B**



This is Schedule Number 7 to the Frontier Services Agreement dated October 31, 2016 ("FSA") by and between Fort Bend County ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.



Service Location:

Street Address: 301 Jackson, Ste 109  
City, State, Zip: Richmond, TX 77469-3108

Schedule Date: October 31, 2016  
Service Term: Month to Month

Local Service	Quantity	NRC	MRC
Business Lines Acc Rec Chrg Multi-Ln Bus, Access Recovery Chrg-Bus, Acc Rec Chrg Multi-Ln Bus, Bus 1 Party Flat RG6, Sngl-Ln Fed Sub Ln Chrg-B, Interstate SLC-Mlt: Bus Ln	10	\$	\$186.05
Centrex	0	\$	\$
DIDs	1	\$	\$105.00
ISDN PRI	5	\$	\$932.65
ISDN BRI		\$	\$
Digital Channel Service (DCS)		\$	\$
Local Measured Service (LMS) Plan		\$	\$
Foreign Exchange Service (FXS)		\$	\$
PBX Trunks - Analog		\$	\$
Features: Enhanced Call Forwarding, Call Forwarding, Personalized Telephone Nu, Call Waiting, Non-Published Listing	5	\$	\$54.50
Other Local Service: Remote Call Forwarding-FI, Remote Call Frwd - Bus,	2	\$	\$100.50
Long Distance Service	Quantity	Rate	MRC
One Plus - Intrastate		\$	\$
One Plus - Interstate		\$	\$
Toll Free - Intrastate		\$	\$
Toll Free - Interstate		\$	\$
IntraLATA		\$	\$
International		\$	\$
Dedicated - OnePlus		\$	\$
Dedicated - Toll Free		\$	\$
EAS/EMS		\$	\$
Audio Conferencing		\$	\$
Web Conferencing		\$	\$
Other LD Service:		\$	\$
<b>Domestic Block Of Time Plans:</b>	<b>Minutes / MRC / Overage Rate</b>		
1+ outbound for T1 / PRI / Centrex / B1s	Select		
Toll Free for T1 / PRI / Centrex / B1s	Select		

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Frontier Communications of America, Inc. Frontier's Signature:  Printed Name: Dale Parker Title: Regional Sales manager Date: 10-31-16	Fort Bend County Customer's Signature:  Printed Name: Robert E. Hebert Title: County Judge Date: 11-8-2016
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