

STATE OF TEXAS

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COUNTY OF FORT BEND

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ADDENDUM NO. 4 TO PS LIGHTWAVE NETWORKING AGREEMENTS

THIS ADDENDUM NO. 4 ("Addendum 4") 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. 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); Contract No. PLW-11310 (SO25.CO1), and added more services with subsequent Addendums No. 2 and No. 3, last of which was executed on September 25, 2018 and is attached and incorporated by reference (hereinafter collectively referred to as the "Agreements");

WHEREAS, subject to the terms of the Agreements, County desires to obtain additional bandwidth from PS Lightwave as provided by Order Nos: PLW-15082, attached hereto as Exhibit "A."

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 at no additional cost to increase bandwidth at various county facilities as described in Order No: PLW-15082, attached hereto as Exhibit "A," and incorporated by reference.
2. **Term and Fees.** The contract term (i.e. 10/1/2018 – 09/30/2020) and total monthly recurring fees as established by the previous Addendum No. 3, attached hereto as Exhibit "B," shall remain unchanged.
3. **Conflict.** Any contract terms not amended herein shall remain in full force and effect. In the event there is a conflict between this Addendum No. 4 and the attached exhibits, this Addendum No. 4 controls.
4. **Understanding, Fair Construction.** By execution of this Addendum No. 4, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum No. 4. This Addendum No. 4, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
5. **Electronic and Digital Signatures.** The parties to this Addendum No. 4 agree that the electronic and/or digital signatures of the parties included in this Addendum No. 4 are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

{EXECUTION PAGE FOLLOWS}

IN WITNESS WHEREOF, this Addendum No. 4 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. 4 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

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

PS LIGHTWAVE, INC.

R Cook

Rhonda Cook, President & CEO

17 September 2019

Date

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 A: Order No. PLW-15082

Exhibit B: Addendum No. 3

EXHIBIT A



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

SERVICE ORDER

	Order No: <u>PLW-15082</u>
Date: <u>08.30.19</u>	Campaign: <u>N/A</u>
Consultant: <u>Mike Mason</u>	Email: <u>mmason@pslightwave.com</u>

SECTION 1: CUSTOMER INFORMATION & CONTACTS

Company: Fort Bend County Address: 500 Liberty City/State/ZIP: Richmond TX 77471 Phone: 281.341.4584 Contact/Title: Charles King E-Mail: <u>charles.king@fortbendcountytx.gov</u>	BILLING (complete if different from Contact Info):
TECHNICAL CONTACT(S)	
Contact/Title: Charles King Phone: 281.34.14584 E-Mail: <u>charles.king@fortbendcountytx.gov</u>	

SECTION 2: ORDER PROFILE

Type: <u>Change Order</u> : <u>Bandwidth increase only</u>	Customer: <u>Existing</u> ETP: <u>100%</u>
Term: <u>Other</u> see Section 8	ARO: <u>90 days from receipt of executed service order</u>

SECTION 3: SITE information (If multiple sites, enter as attachment on separate sheet)

Site	Address (Street, Ste., City, ZIP)	Site	Address (Street, Ste., City, ZIP)
Site 9	FBIT, 500 Liberty, Richmond 77471 (CID:813)		
Site 8	George Memorial Library, 1001 Golfview, Richmond 77469 (CID:1277)		

SECTION 4: ORDERED SERVICES/EQUIPMENT (*Pricing may be subject to additional regulatory fees, taxes and/or building access fees. Tax rates are subject to change. At the discretion of PS Lightwave, applicable Non-Recurring Costs (NRC) may be invoiced either upon service provisioning or within fifteen (15) days of execution of this order).

Service	Code	Description	Quantity	Price*	Monthly Recurring*	Installation*
IP	IP500MB	IP 500 MB DEDICATED (increase from 300Mbps)	1	\$ 1,575.00	\$ 1,575.00	\$ -
IP	IP1000MB	IP 1GIG DEDICATED (increase from 500Mbps)	1	\$ 2,138.00	\$ 2,138.00	\$ -
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ 3,713.00	\$ -

SECTION 5: SPECIAL INSTRUCTIONS

Current Contract: PLW-11310; no change in current term 10.01.18 thru 09.30.20; no change in monthly recurring costs.

SECTION 6: 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; however, should there be no executed MSA in place as of the date of this executed Service Order, Customer agrees all terms and conditions in the then current PS Lightwave MSA shall apply.

Customer: <u>FORT BEND COUNTY</u>	PS LIGHTWAVE, INC.
Name-Title: _____	Rhonda Cook - President
Date: _____	Date: _____

EXHIBIT B

STATE OF TEXAS

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COUNTY OF FORT BEND

ADDENDUM NO. 3 TO PS LIGHTWAVE NETWORKING AGREEMENTS

THIS ADDENDUM NO. 3 ("Addendum 3") 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. 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); Contract No. PLW-11310 (SO25.CO1), and added more services by executing Addendum No. 2 on February 6, 2018, attached hereto as "Attachment 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 Order Nos: PLW-12477 and PLW-12252, attached hereto as "Attachment 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 described in Order Nos: PLW-12477 and PLW-12252.
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 twelve thousand three hundred twenty-five dollars and 00/100 (\$12,325.00). 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.

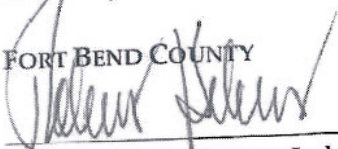
- (a) Prior to commencement of the Services, PS Lightwave shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on thirty (30) days' prior written notice to County. PS Lightwave shall 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.
- (b) County and the members of Commissioners Court shall be included 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. By signature below, PS Lightwave represents pursuant to Section 2252.152 of the Texas Government Code, that PS Lightwave is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

5. **Publication of Copyright Materials.** PS Lightwave hereby grants County permission to publish PS Lightwave's copyright material, Service Order Nos. PLW-12477 and PLW-12252, on County's website, Commissioners Court Agenda Meeting Notices, and Commissioners Court Agenda Meeting Notices. PS Lightwave acknowledges that once this information is made available, it is publicly accessible and may be obtained by anyone who visits County's website.
6. **Conflict.** In the event there is a conflict between this Addendum No. 3 and the attached exhibits, this Addendum No. 3 controls.
7. **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.
8. **Electronic and Digital Signatures.** The parties to this Addendum No. 3 agree that the electronic and/or digital signatures of the parties included in this Addendum No. 3 are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

IN WITNESS WHEREOF, this Addendum No. 3 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. 3 and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

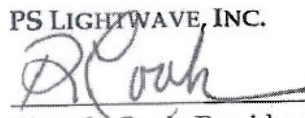
FORT BEND COUNTY


Robert Hebert, County Judge

Date

9-25-2018

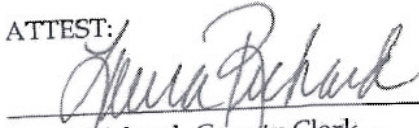
PS LIGHTWAVE, INC.


Rhonda Cook, President & CEO

Date

13 September 2018

ATTEST:


Laura Richard, County Clerk





SERVICE ORDER

Order No: PLW-12477

Date: 07.25.18
Consultant: Mike Mason

Campaign: 210180816-SPECIAL-PROMO
Email: mmason@pslightwave.com

SECTION 1: CUSTOMER INFORMATION & CONTACTS

Company: Fort Bend County
Address: 500 Liberty
City/State/ZIP: Richmond TX 77471
Phone: 281.341.4584
Contact/Title: Charles King
E-Mail: charles.king@fortbendcountytx.gov
TECHNICAL CONTACT(S)
Contact/Title: Charles King
Phone: 281.341.4584
E-Mail: charles.king@fortbendcountytx.gov

BILLING (complete if different from Contact info):

SECTION 2: ORDER PROFILE

Type: New
Term: 60mths w/auto annual renewals

Customer: Existing ETP: Other
ARO: 75-90 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	George Memorial Library, 1001 Golfview Drive, Richmond, Texas 77469	ZLOC	Mission Bend Branch Library, 8421 Addicks Clodine Road, Houston, Texas 77083

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*
E-Line (PTP)	100 MBPS PTP Circuit	1	\$ 550.00	\$ 550.00	\$ 1,369.00
-	-	-	-	\$ -	-
-	-	-	-	\$ -	-
-	-	-	-	\$ -	-
-	-	-	-	\$ -	-
-	-	-	-	\$ -	-
-	-	-	-	\$ -	-
Totals				\$ 550.00	\$ 1,369.00

SECTION 8: SPECIAL INSTRUCTIONS

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: Charles King
Date:

Rhonda Cook - President
Date: 13 Sept. 2018



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

SERVICE ORDER

Order No: PLW-12252

Date: 07.19.18
Consultant: Mike Mason

Campaign: 210180816-SPECIAL-PROMO
Email: mmason@pslightwave.com

SECTION 1: CUSTOMER INFORMATION & CONTACTS

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

SECTION 2: ORDER PROFILE

Type: New	Customer: Existing	ETP: Other	Appropriated
Term: 60mths see Section 8	ARO: 90 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	500 Liberty St., Richmond 77469	ZLOC	3849 Cartwright Road, Missouri City 77459

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*
E-Line (PTP)	20Mbps/Ethernet Circuit	1	\$ 338.00	\$ 338.00	\$ 300.00
-	-	-	-	\$ -	-
-	-	-	-	\$ -	-
-	-	-	-	\$ -	-
-	-	-	-	\$ -	-
-	-	-	-	\$ -	-
Totals				\$ 338.00	\$ 300.00

SECTION 8: SPECIAL INSTRUCTIONS

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.

Rhonda Cook
Rhonda Cook - President

Name-Title:
Date:

Date: 13 Sept. 2018