

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**THIRD AMENDMENT TO PS LIGHTWAVE, INC.'S AGREEMENT
 (Choice Partners Contract No. 21/031KN-50)**

THIS THIRD AMENDMENT ("Third Amendment") 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 (collectively referred to as the "parties").

WITNESSETH:

WHEREAS, the parties previously entered into the Addendum to PS Lightwave Networking Agreements for the purchase of specified internet, Ethernet, and telephone services, on or about September 22, 2020, which was renewed by First Amendment on or about July 27, 2021, and by Second Amendment on or about July 27, 2021 (collectively the "Agreement"), incorporated by reference, for the purpose of internet, ethernet and telephone; and

NOW, THEREFORE, County and PS Lightwave desire to amend said Agreement as set forth below:

I. Amendments

1. **Scope of Services.** PS Lightwave shall provide additional product and/or services as described in Exhibit "I" attached hereto and incorporated fully by reference; and in accordance with the requirements of Choice Partners Contract No. 21/031KN-50, incorporated fully by reference as if set forth verbatim below.
2. **Term.** This Third Amendment is effective upon full execution by both parties and will end no later than three (3) years thereafter, unless terminated sooner pursuant to the Agreement. This Third Amendment shall not automatically renew, but may renew upon written agreement of the parties.
3. **Limit of Appropriation.** PS Lightwave's fees shall be calculated at the rates set forth in the attached Exhibit I. The additional services as described in Exhibit I shall need exceed is \$39,851.72; the total maximum compensation for all services shall not exceed \$1,925,308.72. In no case shall the amount paid by County under this Third Amendment exceed the Maximum Compensation without an approved change order. PS Lightwave clearly understands and agrees, such understanding and agreement being of the absolute essence of this Third Amendment, that County shall have available the total maximum sum of \$39,851.72 for this Third Amendment and \$1,925,308.72 for all Services; specifically allocated to fully discharge any and all liabilities County may incur. PS Lightwave does further understand and agree, said understanding and agreement also being of the absolute essence of this Third Amendment, that the total maximum compensation that PS Lightwave may become entitled to and the total maximum sum that County may become liable to pay to PS

Lightwave shall not under any conditions, circumstances, or interpretations thereof exceed \$39,851.72; or \$1,925,308.72 total.

4. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, PS Lightwave hereby verifies that PS Lightwave and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, PS Lightwave does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, PS Lightwave does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, PS Lightwave does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
5. **Remote Access.** As applicable, if PS Lightwave requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance, except as otherwise agreed by the parties and approved by the County's Information Technology Director in writing, the below requirements must be met before PS Lightwave is granted remote access to County Systems:
 - a. PS Lightwave will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the County's Information Technology Security Manager or the Assistant Information Technology Manager.
 - b. PS Lightwave will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. PS Lightwave will not access County Systems via unauthorized methods.
 - c. PS Lightwave's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.

- d. Remote access is restricted only to County Systems necessary for PS Lightwave to provide product and/or services to County pursuant to this Agreement.
- e. PS Lightwave will allow only its Workforce approved in advance by County to access County Systems. PS Lightwave will promptly notify County whenever an individual member of PS Lightwave's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. PS Lightwave will keep a log of access when its Workforce remotely accesses County Systems. PS Lightwave will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
- f. If any member(s) of PS Lightwave's Workforce is provided with remote access to County Systems, then PS Lightwave's workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- g. Failure of PS Lightwave to comply with this Section may result in PS Lightwave and/or PS Lightwave's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.
- h. For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for PS Lightwave, is under the direct control of PS Lightwave, whether or not they are paid by PS Lightwave and who have direct or incidental access to County Systems.
- i. For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).
- 6. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- 7. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
- 8. **Understanding, Fair Construction.** By execution of this Third Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Third Amendment. This Third Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
- 9. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

IN WITNESS WHEREOF, this Third Amendment 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 Third Amendment 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


K.P. George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

PS LIGHTWAVE
DocuSigned by:


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Authorized – Agent Signature

RHONDA COOK
Authorized – Agent Printed Name

2/28/2023

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Fort Bend County under this Agreement.

Robert Ed Sturdivant, County Auditor

Exhibit I: PS Lightwave's Service Orders PLW-21375, PLW-17915 and PLW-19391

EXHIBIT I



5959 Corporate Dr. - Suite 3300, Houston, TX 77036

www.pslightwave.com - 832-615-8000

SERVICE ORDER

		Order No:	PLW-17915		
Date:	February 27, 2023		Campaign:	Choice Partners - 21/031KN-50	
Consultant	David Caddle		Email	dcaddle@pslightwave.com	
SECTION 1: CUSTOMER INFORMATION AND CONTACTS					
Company:	FORT BEND COUNTY		BILLING (complete if different from Contact info):		
Address:	301 JACKSON		ATTN: Sandra Janczak		
City/State/Zip:	RICHMOND, TX 77469				
Phone:	281 3412643				
Contact/Title:	Charles King				
Email:	Charles.King@fortbendcountytx.gov				
Technical Contacts					
Contact/Title:	Charles King				
Phone:	281 3412643				
E-Mail	Charles.King@fortbendcountytx.gov				
SECTION 2: ORDER PROFILE					
Type:	New		Customer:	Existing	ETP: 100%
Term:	3 Years	SEE SECTION 4	ARO:	106 business days	from receipt of executed service order
SECTION 3: 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).					
Product	Locations	Qty	Price	Monthly Recurring*	Non-Recurring*
EPL 150Mb Dedicated	ALOC: 29.696110 -95.882483 , Fulshear Texas 77441 ZLOC: 1001 Golfview Dr., Richmond Texas 77469	1	\$516.00	\$516.00	\$11,930.00
				\$516.00	\$11,930.00
SECTION 4: SPECIAL INSTRUCTIONS					
<p>New Fort Bend County Library - North Library in Fulshear to replace Bob Lutts Library located at 8100 FM359 S which is currently a 30Mb connection</p> <p>New service - 150Mb Ethernet</p> <p>A Location- 29.696110 -95.882483 - address pending</p> <p>Z Location - 1001 Golfview Dr, Richmond, Texas 77469</p> <p>Previous MRC - \$278.00 - New MRC - \$516.00</p> <p>NRC - \$11,930.00</p>					
SECTION 5: 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: FORT BEND COUNTY

PS LIGHTWAVE, INC

DocuSigned by:

Rhonda Cook

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Name-Title:

Rhonda Cook - Chief Executive Officer

Date:

Date: 2/28/2023



5959 Corporate Dr. - Suite 3300, Houston, TX 77036

www.pslightwave.com - 832-615-8000

SERVICE ORDER

		Order No:	PLW-21375			
Date:	February 10, 2023		Campaign:	Choice Partners - 21/031KN-50		
Consultant	David Caddle		Email	dcaddle@pslightwave.com		
SECTION 1: CUSTOMER INFORMATION AND CONTACTS						
Company:	FORT BEND COUNTY		BILLING (complete if different from Contact info):			
Address:	301 JACKSON		ATTN: Sandra Janczak			
City/State/Zip:	RICHMOND, TX 77469					
Phone:	281-238-3311					
Contact/Title:	Mark Tollett					
Email:	mark.tollett@fortbendcountytexas.gov					
Technical Contacts						
Contact/Title:	Mark Tollett					
Phone:	281-238-3311					
E-Mail:	mark.tollett@fortbendcountytexas.gov					
SECTION 2: ORDER PROFILE						
Type:	New		Customer:	Existing		ETP: 100%
Term:	3 Years	Auto Annual Renewals	ARO:	5 - 10 Business Days	from receipt of executed service order	
SECTION 3: 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).						
Product		Locations	Qty	Price	Monthly Recurring*	Non-Recurring*
DID	VOIPDID1	ALOC: 500 Liberty Street, Richmond Texas 77469	3	\$0.50	\$1.50	\$15.00
					\$1.50	\$15.00
SECTION 4: SPECIAL INSTRUCTIONS						
Fort Bend County 500 Liberty 3 DID adding to the existing FAX system The fax number are: 281-341-7268 281-341-4674, and 281-341-3847 - porting MRC - \$1.50 NRC - \$15.00 Choice Partners - 21/031KN-50						
SECTION 5: 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.						

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Name-Title:

Date:

Rhonda Cook - Chief Executive Officer

Date: 2/28/2023



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SERVICE ORDER

		Order No:	PLW-19391
Date:	January 04, 2023	Campaign:	Choice Partners - 21/031KN-50
Consultant	David Caddle	Email	dcaddle@pslightwave.com

SECTION 1: CUSTOMER INFORMATION AND CONTACTS

Company:	FORT BEND COUNTY	BILLING (complete if different from Contact info):
Address:	301 JACKSON	
City/State/Zip:	RICHMOND, TX 77469	
Phone:	281 3412643	
Contact/Title:	Charles King	
Email:	Charles.King@fortbendcountytexas.gov	

Technical Contacts

Contact/Title:	
Phone:	
E-Mail:	

SECTION 2: ORDER PROFILE

Type:	New	Customer:	Existing	ETP:	100%
Term:	3 Years	Auto Annual Renewals	ARO:	15 - 30 days	from receipt of executed service order

SECTION 3: 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).

Product	Locations	Qty	Price	Monthly Recurring*	Non-Recurring*
Ethernet Point-to-Point 10 Mbps	A LOC: 500 Liberty Street, Richmond Texas 77469 Z LOC: 245 Commerce Green Blvd, Sugarland Texas 77478	1	\$221.00	\$221.00	\$300.00
				\$221.00	\$300.00

SECTION 4: SPECIAL INSTRUCTIONS

Fort Bend County
A LOC - 245 Commerce Green Blvd, Sugarland Texas
Z LOC - 500 Liberty on-net
Bandwidth - 10Mb on a 100Mb port
Hand-off - Copper
MRC - \$221.00
NRC - \$300.00
Term - 36 months/3 years - Choice Partners - 21/031KN-50

SECTION 5: 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.

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Date:

Date: 2/28/2023