



CONTRACT NO. 004113

**MASTER NETWORKING SERVICE ADDENDUM
FORT BEND COUNTY**

Service Order 9 – Change Order 1

This Service Order 9, Change Order 1 ("Change Order") shall modify the original Service Order 9 ("Service Order") entered into pursuant to the Telecommunications Master Service Agreement Terms and Conditions, by and between **Phonoscope, Inc.** ("Phonoscope") with offices located at 6105 Westline Drive, Houston TX 77036 and **Fort Bend County** ("Customer"), with offices located 4520 Reading, Ste. A, Rosenberg TX 77471.

Phonoscope and Customer have mutually agreed to supercede, add to, and/or replace the following sections referenced from the Service Order as described herein relating to the term, monthly recurring cost and site list for services currently, or to be, provisioned for Fort Bend County:

I. Service Termination Sites and Service Type

Phonoscope will provide a **10Mbps Circuit** at each of the sites below with a dedicated, high capacity, full duplex channel with a line speed of 100 Mbps data using 802.3x signaling and 802.3p/q VLAN and QoS configuration for Fort Bend County as follows:

ALOC	ZLOC	Original Service Order/Contract
George Memorial Library 1001 Golfview Richmond TX 77469	Sienna Branch Library 8411 Sienna Springs Blvd. Missouri City TX 77459	MNSA.SO2 Contract 002419
George Memorial Library 1001 Golfview Richmond TX 77469	Cinco Ranch Library 2620 Commercial Center Blvd. Katy TX 77494	MNSA.SO3 Contract 002420
George Memorial Library 1001 Golfview Richmond TX 77469	Missouri City Library 1530 Texas Pkwy. Missouri City TX 77489	MNSA.SO4 Contract 002421
George Memorial Library 1001 Golfview Richmond TX 77469	First Colony Library 2121 Austin Parkway Sugar Land TX 77479	MNSA.SO5 Contract 002422
George Memorial Library 1001 Golfview Richmond TX 77469	Sugar Land Library 550 Eldridge Road Sugarland TX 77478	MNSA.SO6 Contract 002423
Fort Bend Information Technology / Jane Long Annex 500 Liberty Street Richmond TX 77469	22333 Grand Corner Katy TX 77494	MNSA.SO9 Contract 002593

Phonoscope will provide a **2Mbps Circuit** at each of the sites below with a dedicated, high capacity, full duplex channel with a line speed of 100 Mbps data using 802.3x signaling and 802.3p/q VLAN and QoS configuration for Fort Bend County as follows:

ALOC	ZLOC	Original Service Order/Contract
George Memorial Library 1001 Golfview Richmond TX 77469	Fort Bend Law Library 401 Jackson Richmond TX 77469 <i>(NOTE: County responsible for cross connect to Fort Bend Information Technology/Jane Long Annex site at 500 Liberty, Richmond TX 77469)</i>	MNSA.SO7 Contract 002425
George Memorial Library 1001 Golfview Richmond TX 77469	Fort Bend Information Technology / Jane Long Annex 500 Liberty Richmond TX 77469	MNSA.SO8 Contract 002424

2-3-11 copy received

The County shall have the option to add the following site connections:

ALOC	ZLOC
George Memorial Library 1001 Golfview Richmond TX 77469	Bob Lutts Fulshear / Simonton Branch Library 8100 FM359 South Fulshear TX 77441
George Memorial Library 1001 Golfview Richmond TX 77469	Mamie George Branch Library 320 Dulles Avenue Stafford TX 77477
Fort Bend Information Technology / Jane Long Annex 500 Liberty Richmond TX 77469	1422 Eugene Heimann Circle Richmond TX 77469
George Memorial Library 1001 Golfview Richmond TX 77469	Albert George Branch Library 9230 Gene Street Needville TX 77461
Fort Bend Information Technology / Jane Long Annex 500 Liberty Richmond TX 77469	Fort Bend County Libraries Administration Site TBD

II. Commencement Date and Term of Services shall have the following language added:

The existing service shall remain uninterrupted from February 1, 2011 for a term of Four (4) years. "Term" shall mean a term commencing on February 1, 2011 and continuing for Forty-Eight (48) full calendar months. The Term shall be complete on the last day of the Forth-Eighth (48th) month. At the end of the Term, this Agreement may automatically renew for successive One (1) Year terms, under the same terms and conditons contained in this Agreement including, but not limited to the recurring monthly rates and payment terms, unless either party gives thirty (30) days written notice, of its intent to cancel this Agreement or funds have not been appropriated.

Should the County elect to add sites, service will be furnished no longer than Ninety (90) days after the County notifies Phonoscope to initiate provisioning of services at a new site. Upon commencement of services at the new site, the Term for that site shall be coterminous for the Term commencing February 1, 2011.

III. The Monthly Recurring Cost shall have the following language added:

For all 10Mbps/Circuits, the Monthly Recurring Cost shall be One Thousand and no/100 Dollars (\$1,000.00), plus applicable regulatory fees and taxes, for each full or pro-rated month during the term of this Addendum.

For all 2Mbps/Circuits, the Monthly Recurring Cost shall be Two Hundred and no/100 Dollars (\$200.00), plus applicable regulatory fees and taxes, for each full or pro-rated month during the term of this Addendum..

Should the County notify Phonoscope of their desire to relocate service provisioned at any site during the term of this Addendum, the County shall retain the existing recurring monthly rate for the remainder of the term.

All provisions of Service Order 9 not amended by this Change Order shall remain in full force and effect.

IN WITNESS WHEREOF, Phonoscope and Customer have executed this Service Order 9, Change Order 1, as evidenced below:

FORT BEND COUNTY

By: Robert E. Hebert
Title: County Judge

2-1-2011
Date Signed

PHONOSCOPE, INC.

By: Rhonda Cumming
President

28 January 2011
Date Signed



**MASTER NETWORKING SERVICE ADDENDUM
FORT BEND COUNTY
Service Order 9**

As part of the Telecommunications Master Service Agreement dated July , 2010, by and between **Phonoscope, Inc.** (Phonoscope) with offices located at 6105 Westline Drive, Houston TX 77036 and **Fort Bend County** (Customer) with offices located at 4520 Reading, Ste. A, Rosenberg TX 77471, the parties agree to incorporate the following:

A. Service Type and Order Placement

Customer requests a 10Mbps Ethernet Circuit with a dedicated, high capacity, full duplex channel with a line speed of 100 Mbps data using 802.3x signaling and 802.3p/q VLAN and QoS configuration at each of the sites in Section B.

B. Service Termination Sites

Phonoscope will provide a connection between ALOC: Jane Long Annex, 500 Liberty Street, Richmond TX 77469 and ZLOC: 22333 Grand Corner Drive, Katy TX 77494.

C. Commencement Date and Term of Services

Service will be furnished no longer than Forty-Five (45) days after the execution of this contract by both parties for an Initial Term of Three (3) Years. "Term" shall mean a term commencing on the Commencement Date and continuing for Thirty-Six (36) full calendar months. The Initial Term shall be complete on the last day of the Thirty-Sixth (36th) month. At the end of the initial term, this Agreement continue on a month-to-month term, 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 request its intent to exercise its option to renew this Agreement via certified mail, return receipt requested, 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 9
Fort Bend County**

CONTRACT NO: 002593

G. Customer's Billing Address

Fort Bend County Purchasing
4520 Reading Road - Ste. A
Rosenberg TX 77471
Billing contact: Accounts Payable
Phone: 281.341.3759

H. Phonoscope's Remittance Address

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

I. The Recurring Monthly Rates and Payment Terms

Customer shall remit One Thousand Two Hundred Ten and no/100 Dollars (\$1,210.00) plus applicable taxes and regulatory fees each full or pro-rated month during the term of this agreement. Should Customer notify Phonoscope of their desire to relocate the service during the term of this Agreement, Customer shall retain the existing recurring monthly rate for the remainder of the term.

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

Customer shall remit Three Hundred and no/100 Dollars (\$300.00) plus applicable taxes and fees for the provisioning of this Service Order, which shall be assessed on the first invoice after service is activated. Should Customer notify Phonoscope of their desire to relocate the service site during the term of this Agreement, Customer shall have the option to pay Phonoscope for such costs, or terminate service.

K. Notices

To Phonoscope:

- Phonoscope, Inc.
6105 Westline Drive
Houston, Texas 77036
Phone: (713) 272-4600
Attn: Contract Administration
e-mail: nancy.jackson@phonoscope.com

To Customer:

- Fort Bend County Purchasing
4520 Reading Road - Ste. A
Rosenberg TX 77471
Phone: 281.341.3759
Attn: Cheryl Krejci
e-mail: krejche@co.fort-bend.tx.us

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@phonoscope.com

To Customer:

- Kenneth Ford
Title: Technical Services Manager
Phone: 281.341.4588
e-mail: kenneth.ford@co.fort-bend.tx.us
- Phone:
e-mail:
- Phone:
e-mail:

**Master Networking Service Addendum – Service Order 9
Fort Bend County**

CONTRACT NO: 002593

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. M. 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. 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

Date Signed

7-13-10

PHONOSCOPE, INC.

By: David Caddle
Vice President of Operations

Date Signed


07/21/10

ATTESTED TO THIS ____ DAY OF JULY, 2010

Dianne Wilson, County Clerk

$\$14,820.00$ *RAJ*
AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ $14,700.00$ are available to pay the obligation of Fort Bend County within the foregoing Agreement.


Robert Ed Sturdivant, County Auditor

$12 \text{ mos @ } \$1210.00 = \$14,520.00$ *RAJ*
Installation 300
 $\$14,700.00$
 $\$14,820.00$ *RAJ*

X. Item 4.0 Insurance

ACORD		CERTIFICATE OF LIABILITY INSURANCE		OP ID 121 PRONB-1	DATE (MM/DD/YYYY) 05/05/10
PRODUCER GMI Insurance Agencies, L.P. P. O. Box 27469 Houston TX 77227-7469 Phone: 713-622-2330 Fax: 713-622-2053		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Phonoscope Enterprises Group Phonoscope LLC; Phonoscope Ltd Phonoscope Communications, Inc Phonoscope Education Network SDE, LLC 6105 Westline Drive Houston TX 77036		INSURERS AFFORDING COVERAGE		NAIC#	
		INSURER A Twin City Fire		29459	
		INSURER B Hartford Casualty Ins. Co.		29424	
		INSURER C Hartford Underwriters Ins. Co.		30104	
		INSURER D			
		INSURER E			
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR IN VOUCHER, THE SUBSTANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
DESCRIPTION	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BOTH AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO <input type="checkbox"/> JEOT <input type="checkbox"/> LOC	61 UEN AG9272	10/01/09	10/01/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (R.R. POLICY) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADJ INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPLETION \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL-OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIREDAUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	61 UEN AG9272	10/01/09	10/01/10	COMBINED SINGLE LIMIT (R.R. POLICY) \$1,000,000 BODILY INJURY (Any one person) \$ BODILY INJURY (Any one person) \$ PROPERTY DAMAGE (Any one person) \$
	WAREHOUSE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AOC \$
B	EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	61 RHU AG7023	10/01/09	10/01/10	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETARY PARTNERSHIP/EXECUTIVE OFFICER/OWNER EXCLUDED? (Check box if yes) If yes, check the under SPECIAL PROVISIONS below OTHER:	61 WB PI6328	10/01/09	10/01/10	<input checked="" type="checkbox"/> WORKERS COMPENSATION E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ACCORDING TO ENDORSEMENT/SPECIAL PROVISIONS Certificate holder is named as additional insured on the general liability and auto liability policies and waiver of subrogation is provided on the workers compensation policy if required by written contract, executed prior to a loss. Umbrella liability policy follows form. Policy terms & conditions apply.					
CERTIFICATE HOLDER			CANCELLATION		
Fort Bend County Purchasing Department Rosenberg Annex 4520 Reading Rd, Ste A Rosenberg TX 77471			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Z. C. Schneider		
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