

**CONTRACT NO.****005654****MASTER NETWORKING SERVICE ADDENDUM
FORT BEND COUNTY****Service Order 9 – Change Order 7**

This Service Order 9, Change Order 7 ("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 at 4520 Reading, Suite 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 regarding the sites listed below.

I. Service Termination Sites and Service Type

Customer requests an increase from 10Mbps to 20Mbps 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.S02 Contract 002419
George Memorial Library 1001 Golfview Richmond TX 77469	Missouri City Library 1530 Texas Pkwy. Missouri City TX 77489	MNSA.S04 Contract 002421
George Memorial Library 1001 Golfview Richmond TX 77469	First Colony Library 2121 Austin Parkway Sugar Land TX 77479	MNSA.S05 Contract 002422
George Memorial Library 1001 Golfview Richmond TX 77469	Sugar Land Library 550 Eldridge Road Sugarland TX 77478	MNSA.S06 Contract 002423

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

Customer shall remit One Thousand One Hundred and No/100 Dollars (\$1,100.00) per month for each of the above-referenced sites, plus applicable regulatory fees and taxes.

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 7, as evidenced below:

FORT BEND COUNTY

By: **Robert E. Hebert**
Title: **County Judge**

11-20-2012
Date Signed

PHONOSCOPE, INC.

By: **Rhonda Cumming**
President

8 November 2012
Date Signed

11-21-12 COPIES RECEIVED

**CONTRACT NO. 004713**

**MASTER NETWORKING SERVICE ADDENDUM
FORT BEND COUNTY
Service Order 9 - Change Order 6**

As part of the Telecommunications Master Service Agreement 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 Ethernet Circuits 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.

Additionally, Customer requests Fifty (50) Mbps, of high speed Internet access over a wide area Ethernet network to be provisioned in the Customer's site at the Office of Emergency Management, 307 Fort Street, Richmond TX 77468.

B. Service Termination Sites

Phonoscope will provide circuit connections the following sites:

5Mbps/Circuits:

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
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	Bulk Fuel Yard 2751 Klauke Road - Rosenberg TX 77471
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	EMS Medic 5 5955 Sienna Parkway - Missouri City TX 77459
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	Constable 2 - Fuqua 7133 West Fuqua Drive - Missouri City TX 77489
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	EMS Medic 10 2710 South Main - Stafford TX 77477
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	EMS Medic 7 1040 Industrial Blvd. - Sugarland TX 77478
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	Rosenberg Boot Camp 3403 Avenue F - Rosenberg TX 77471
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	Child Advocacy 5403 Avenue N - Rosenberg TX 77471
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	Road & Bridge - Precinct 2 19310 Beechnut Street - Richmond TX 77407
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	EMS Squad 9 30626 5th Street - Fulshear TX 77441
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	Kitty Hollow Park 9555 Highway 6 - Missouri City TX 77459
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	Four Corners 15700 Old Richmond Road - Sugarland TX 77498
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	EMS Squad 1 3323 Richmond Street - Needville TX 77461
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	Purchasing & Social Services 9110 Long Street - Needville TX 77461
Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	JP#1 - Place 1 3114 School Street - Needville TX 77461

Fort Bend Information Technology / Jane Long Annex 500 Liberty - Richmond TX 77469	Needville Road & Bridge Services 3743 School Street – Needville TX 77461
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10Mbps/Circuit:

ALOC	ZLOC
George Memorial Library 1001 Golfview - Richmond TX 77469	Cinco Ranch Branch Library 2620 Commercial Center Blvd, Katy TX 77494

C. Commencement Date and Term of Services

Service will be furnished no longer than Ninety (90) and One Hundred Fifty (150) days after the execution of this contract by both parties for an Initial Term of five (5) Years. "Term" shall mean a term commencing on the Commencement Date and continuing for Sixty (60) full calendar months. The Initial Term shall be complete on the last day of the Sixtieth (60th) month. At the end of the initial term, this Agreement shall 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.

This Service Order is contingent upon Phonoscope building a connection from the Phonoscope fiber network to Fort Bend county sites in Needville and Fulshear. Should those connections not be constructed this Service Order shall be null and void.

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.

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 Ten Thousand and no/100 Dollars (\$10,000.00)(5Mbps/Circuits: \$500 per site; 10Mbps/Circuit: \$1,000) 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.

Customer shall remit a monthly recurring fee of Two Thousand and no/100 Dollars (\$2,000.00) plus any applicable taxes, regulatory fees and/or building access fees for the provisioning of the Fifty (50) Mbps of Internet access.

The Customer has the right to review market pricing for data circuits during the thirty-sixth (36th) month of the sixty (60) month contract. If during the thirty-sixth (36th) month of the sixty (60) month contract, the County finds a better value with pricing and circuit speed (based on competitive vendor quotes for the same services and terms provided by Phonoscope in the Service Orders), Phonoscope shall reduce the monthly pricing and terms commencing in the thirty-seventh (36th) month to match the competitive vendor quotes and terms, for the remainder of this Service Order.

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

Non-recurring costs shall be waived for this service order. 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: krejcche@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

To Customer:

- Library Sites Only:
Danea Hall
Title: Special Project Manager
Phone: 281.341.2692 or 713.545.6058 (Cell)
e-mail: danea@fortbendlib.tx.us
- Library Sites Only:
Jill Sumpter
Technology Coordinator
Phone: 281.341.2630 or 713.545.6091 (cell)
e-mail: jsumpter@fortbendlib.tx.us

**Master Networking Service Addendum – Service Order 9-Change Order 6
Fort Bend County**

CONTRACT NO: 004713

• Mike Mason
Business Development Consultant
Phone: 832.615.7741
e-mail: mmason@phonoscope.com

• Charles King
I.T. Infrastructure Analyst
Phone: 281-341-4584
e-mail: Charles.King@co.fort-bend.tx.us

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

11-22-2011

Date Signed

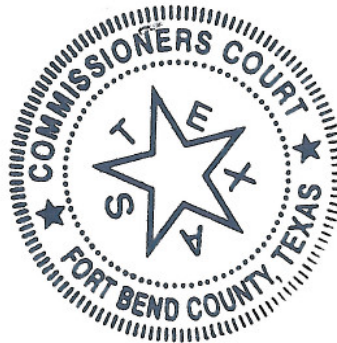
PHONOSCOPE, INC.

By: David Caddle
Vice President of Operations

Date Signed

ATTESTED TO THIS 22 DAY OF NOVEMBER 2011

Dianne Wilson, County Clerk
Dianne Wilson





CONTRACT NO. _____
MASTER NETWORKING SERVICE ADDENDUM
FORT BEND COUNTY

004643

Service Order 9 – Change Order 5

This Service Order 9, Change Order 5 ("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 correcting the ZLOC site for the 10Mbps connection originally identified between ALOC:Fort Bend IT/Jane Long Annex, 500 Liberty, Richmond TX 77469 and ZLOC:Precinct 2, 303 Texas Parkway, Missouri City TX 77489 as follows:

I. Service Termination Sites and Service Type

The correct sites for provisioning of the 10Mbps circuit provided for in Service Order 9 – Change Order 2 (Contract No. 003492) shall be ALOC:Fort Bend IT/Jane Long Annex, 500 Liberty, Richmond TX 77469 and ZLOC:Missouri City Annex, 307 Texas Parkway Missouri City TX 77489.

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 5, as evidenced below:

FORT BEND COUNTY

By: 
Title: **Robert E. Hebert**
County Judge

11-22-2011
Date Signed

PHONOSCOPE, INC.

By: 
David Caddle
Vice President of Operations

9/8/11
Date Signed



CONTRACT NO. _____
MASTER NETWORKING SERVICE ADDENDUM
FORT BEND COUNTY

004518

Service Order 9 – Change Order 4

This Service Order 9, Change Order 4 ("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 for relocation of the existing ZLOC: Sheriff Narcotics, 12503 Exchange Drive, Stafford TX 77477 as follows:

I. Service Termination Sites and Service Type

Phonoscope will provide a **3Mbps Circuit** between ALOC: Fort Bend IT/Jane Long Annex, 500 Liberty, Richmond TX 77469 and ZLOC: Road & Bridge Office, 4310 FM2218, Richmond TX 77469 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

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

Service shall commence within Ninety (90) days of execution of this service order for a term of Five (5) Years. "Term" shall mean a term commencing on the Commencement Date and continuing for Sixty (60) full calendar months. The Term shall be complete on the last day of the Sixtieth (60th) 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.

III. Non-Recurring Aid-to-Construction Costs shall have the following language added:

Should Customer elect to concurrently provision 5Mbps of Internet access with relocation of ZLOC: 12503 Exchange Drive to ZLOC:4310 FM2218, the non-recurring aid-to-construction cost shall be waived. If, however, the Customer elects not to concurrently provision Internet access as provided in **Internet Service Addendum-Service Order 15**, Customer shall remit the sum of Six Thousand Six Hundred Thirty Five and no/100 Dollars (\$6,635.00) plus applicable taxes and fees, for the aid-to-construction costs for this Service Order, which amount shall be assessed on the first invoice issued upon service activation.

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

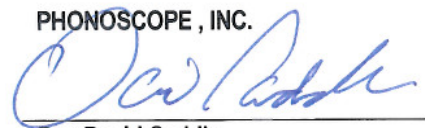
IN WITNESS WHEREOF, Phonoscope and Customer have executed this Service Order 9, Change Order 4, as evidenced below:

FORT BEND COUNTY

By: 
Title: County Judge

9-13-2011
Date Signed

PHONOSCOPE, INC.

By: 
Vice President of Operations

7/13/11
Date Signed



CONTRACT NO.
MASTER NETWORKING SERVICE ADDENDUM

004350

FORT BEND COUNTY

Service Order 9 – Change Order 3

This Service Order 9, Change Order 3 ("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 adding the following circuits as listed below:

I. Service Termination Sites and Service Type

Phonoscope will provide a **10Mbps Circuit** between 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 SITE	ZLOC SITES
George Memorial Library 1001 Golfview Road, Richmond TX 77469	University Branch Library 14010 University Blvd., Sugar Land TX 77479
County Sheriffs Office 1410 Williams Way, Richmond TX 77469	Sprint 777 Walker Street, Houston TX 77002

II. Commencement Date and Term of Services

Service shall commence within Ninety (90) to One Hundred Twenty (120) days for the Library service and Thirty (30) days for the Sheriff's service, of execution of this service order for a term of Five (5) Years. "Term" shall mean a term commencing on the Commencement Date and continuing for Sixty (60) full calendar months. The Term shall be complete on the last day of the Sixtieth (60th) month. At the end of the Term, this Agreement may automatically renew for successive One (1) Year terms, under the same terms and conditions 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.

III. The Monthly Recurring Cost

The Customer shall remit the sum of Two Thousand and no/100 Dollars (\$2,000.00)(\$1,000.00 per site), per month, plus any applicable regulatory fees and taxes for each full or pro-rated month.

IV. The Non-Recurring Aid-To-Construction/Installation/Provisioning Costs

A one-time, non-recurring provisioning cost of Six Hundred and no/100 Dollars (\$600.00)(\$300.00 per site), shall be assessed on the first invoice generated after service activation.

V. Representatives

To Customer (Sheriff):

- Larry Riendeau
Title: Captain
Phone: 281.341.4675
e-mail: larry.riendeau@co.fort-bend.tx.us

To Customer (Library):

- Jill Sumpter
Title: Technology Coordinator
Phone: 281.341.2630 or 713.545.6091
e-mail: jsumpter@fortbend.lib.tx.us

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 2, as evidenced below:

FORT BEND COUNTY

By: Robert E. Hebert
Title: County Judge

Approved 5-10-11

5-19-2011
Date Signed

PHONOSCOPE, INC.

By: Rhonda Cumming
President

3 May 2011
Date Signed



CONTRACT NO. _____
003492
MASTER NETWORKING SERVICE ADDENDUM
FORT BEND COUNTY

Service Order 9 – Change Order 2

This Service Order 9, Change Order 2 ("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 adding the following circuits between ALOC: Fort Bend IT/Jane Long Annex, 500 Liberty, Richmond TX 77469 and the ZLOC sites as listed below:

I. Service Termination Sites and Service Type

Phonoscope will provide a **10Mbps Circuit** between 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 SITE	ZLOC SITES
Fort Bend IT / Jane Long Annex 500 Liberty, Richmond TX 77469	Office of Emergency Management 307 Fort Street, Richmond TX 77469
	County Sheriffs Office 1410 Williams Way, Richmond TX 77469
	County Justice Center 1422 Eugene Heimann Circle, Richmond TX 77469
	Rose Annex 4520 Reading Road, Rosenberg TX 77471
	Precinct 4 12919 Dairy Ashford Road, Sugarland TX 77478
	George Memorial Library 1001 Golfview Road, Richmond TX 77469
	Precinct 2 303 Texas Parkway, Missouri City TX 77489
	Juvenile Probation 122 Golfview, Richmond TX 77469
	Richmond Tax Office 1317 Eugene Heimann Circle, Richmond TX 77469
	Precinct One Building 1517 Eugene Heimann Circle, Richmond TX 77469
	Fort Bend County JOP/Automobile Dept. 12550 Emily Court, Sugarland TX 77478
	Engineering Department 1124 Blume Road, Richmond, 77471

Phonoscope will provide a **5Mbps Circuit** between 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 SITE	ZLOC SITES
Fort Bend IT / Jane Long Annex 500 Liberty, Richmond TX 77469	County Emergency Medical Services 4336 Highway 36S, Rosenberg TX 77471
	Crabb Service Center 201 Payne Lane, Richmond TX 77406
	EMS Medic 8 6625 Sansbury Blvd., Sugar Land TX 77479
	EMS Squad 5 / Community Supervision Correction Department 2725 FM521, Fresno TX 77545
	EMS Medic 9 – Willow Fork Fire Station 24655 Westheimer, Katy TX 77494
	Building Maintenance / Fort Bend County Commissioner 902 Morton Street, Richmond TX 77469
	Jake Dove Arcola Juvenile Camp 400 Coen, Rosharon TX 77583

Phonoscope will provide a **3Mbps Circuit** between 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 SITE	ZLOC SITES
Fort Bend IT / Jane Long Annex 500 Liberty, Richmond TX 77469	EMS Medic 3 1514 Parkway Blvd., Sugar Land TX 77478
	EMS Medic 2 406 Houston, Rosenberg TX 77471
	Sheriff Narcotics 12503 Exchange Drive, Stafford TX 77477
	EMS Medic 4, Missouri City Fire Station 2496 Texas Pkwy, Missouri City TX 77489
	Fairgrounds 4310 Highway 36S, Rosenberg TX 77471
	Commissioners Precinct #3 1809 Eldridge Road, Sugar Land TX 77478

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

For all Circuits, Service shall commence within Ninety (90) days but no longer than One Hundred Eighty (180) days of execution of this service order for a term of Five (5) Years. "Term" shall mean a term commencing on the Commencement Date and continuing for Sixty (60) full calendar months. The Term shall be complete on the last day of the Sixtieth (60th) month.

At the end of the respective Terms, 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.

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

The Monthly Recurring cost, per site , shall be as follows:

- | | |
|---------------------|--|
| - 10Mbps/ Circuits: | One Thousand and no/100 Dollars (\$1,000.00) |
| - 5Mbps/Circuits: | Five Hundred and no/100 Dollars (\$500.00) |
| - 3Mbps/Circuits: | Three Hundred and no/100 Dollars (\$300.00) |

* All pricing is plus applicable regulatory fees and taxes, for each full or pro-rated month.

Should the Customer 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.

The Customer has the right to review market pricing for data circuits during the thirty-sixth (36th) month of the sixty (60) month contract. If during the thirty-sixth (36th) month of the sixty (60) month contract, the County finds a better value with pricing and circuit speed (based on competitive vendor quotes for the same services and terms provided by Phonoscope in the Service Orders), Phonoscope shall reduce the monthly pricing and terms commencing in the thirty-seventh (36th) month to match the competitive vendor quotes and terms, for the remainder of this Service Order.

IV. The Non-Recurring Aid-To-Construction/Installation/Provisioning Costs shall be waived for this Change Order.

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 2, as evidenced below:

FORT BEND COUNTY

By: Robert E. Hebert
Title: County Judge

3-22-2011
Date Signed

PHONOSCOPE, INC.

By: David Caddle
Vice President of Operations

3/15/11
Date Signed

**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

**Master Networking Service Addendum – Service Order 9-Change Order 1
Fort Bend County**

CONTRACT NO. 004113

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.

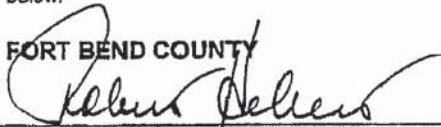
For all 2Mbps/Circuits, the Monthly Recurring Cost shall be Two Hundred and no/100 Dollars (\$200.00), plus applicable regulatory fees and taxes, for each full or pro-rated month during the term of this Addendum..

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.

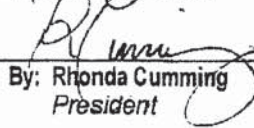
IN WITNESS WHEREOF, Phonoscope and Customer have executed this Service Order 9, Change Order 1, as evidenced below:

FORT BEND COUNTY

By: 
Title: County Judge

2-1-2011
Date Signed

PHONOSCOPE, INC.

By: 
President

28 January 2011
Date Signed



CONTRACT NO. 002593

**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

07/01/10

ATTESTED TO THIS ____ DAY OF JULY, 2010

Dianne Wilson, County Clerk

$\$14,820.00$ *Ral*
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

$12 \text{ mos @ } \$1210.00 = \$14,520.00$ *Ral*
 ~~1200.00~~
Installation 300
 $\$14,700.00$
 $\$14,820.00$ *Ral*