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## Third Amendment to

THIS THIRD AMENDMENT (“Amendment”), is made and entered into by and between Fort Bend County (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Comcast Cable Communications Management, LLC, (hereinafter “Comcast”), a company authorized to conduct business in the State of Texas.

WHEREAS, the Parties have executed and accepted that certain Comcast Enterprise Services Master Agreement No. TX-154063-BSher, as amended on or about July 28, 2015, and subsequently amended on or about September 15, 2020, (hereinafter collectively referred to as the “Agreement”), which is attached as Exhibit “1,” and is incorporated by reference; and

WHEREAS County desires that Comcast provide additional Redundant Ethernet Services to County, and that the maximum compensation amount be increased to provide for these Additional Services; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement, and are incorporated by reference in the same as if fully set forth verbatim herein.

**NOW, THEREFORE**, the parties do mutually agree as follows:

## 1. Scope of Services.

- a. Comcast shall provide Redundant Ethernet Services at the Fort Bend County Sheriff's Office Building located at 6561 Flewellen Way, Fulshear, Texas, pursuant to RFP 20-069 ("Additional Services"), and as described in the Sales Order Form attached as Exhibit "2," and incorporated by reference.
- b. County represents that its use of Additional Services hereunder will be jurisdictionally **intrastate**. If County's use of the Additional Services, now or at any time in the future during the term of this Agreement, is jurisdictionally **interstate**, County shall notify Comcast of the same in writing as soon as reasonably possible. To the extent County's use of the Additional Services is actually jurisdictionally **interstate**, County shall be responsible for any regulatory fees, charges or surcharges application to such use (e.g., USF Fee).

**2. Maximum Compensation.**

- a. Comcast will be paid an additional amount of thirty-three thousand five hundred dollars and no/100 (\$33,500.00) for said Additional Services.
- b. The new total Maximum Compensation payable to Comcast for all services rendered under the Agreement is hereby increased to an amount not to exceed three hundred twenty thousand one hundred dollars and 00/100 cents (\$320,100.00), authorized as follows:

\$ 286,600.00 under the Agreement, and  
\$ 33,500.00 under this Amendment.

**In no case shall the amount paid by County for Scope of Services exceed the Maximum Compensation without an approved Amendment.**

**3. Time of Performance.**

- a. Time for performance of the Scope of Services under this Agreement shall begin with receipt of the Notice to Proceed and installation shall take place no later than September 30, 2021. Contractor shall complete the tasks described in the Scope of Services, within this time or within such additional time as may be extended by the County.
- b. If Contractor anticipates a delay in performance of Services for any reason, including but not limited to acts of God, disease or medical epidemic, weather interruption or permit delays, Contractor agrees to notify County in writing within three (3) days of Contractor becoming aware of the anticipated delay.


Except as provided herein, all terms and conditions of the Agreement, including any addenda or amendments, not modified shall remain in full force and effect. If there is a conflict between this Amendment and the Agreement, the provisions of this Amendment shall prevail with regard to the conflict.

*EXECUTION PAGE FOLLOWS*

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*


IN WITNESS WHEREOF, the parties put their hands to this Amendment on the dates indicated below.

**FORT BEND COUNTY**

  
\_\_\_\_\_  
KP George, County Judge  
County Judge KP George

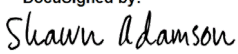
7.27.2021  
\_\_\_\_\_  
Date

ATTEST

  
\_\_\_\_\_  
Laura Richard, County Clerk



**COMCAST CABLE  
COMMUNICATIONS  
MANAGEMENT, LLC**

DocuSigned by:  
  
\_\_\_\_\_  
408E7A0267D849F  
Authorized Agent- Signature

Shawn Adamson  
\_\_\_\_\_  
Authorized Agent- Printed Name

vice President Sales Operations

\_\_\_\_\_  
Title

7/19/2021  
\_\_\_\_\_  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ 320,100.00 to  
accomplish and pay the obligation of Fort Bend County under this contract.

  
\_\_\_\_\_  
Robert E. Sturdivant, County Auditor

APPROVED:

  
\_\_\_\_\_  
Robyn Doughtie, Director of Information Technology  
and Chief Information Officer

Attachments:

Exhibit 1: Second Amendment to MSA

Exhibit 2: Comcast Sales Order Form

# **EXHIBIT 1**

## **SECOND AMENDMENT TO COMCAST MASTER SERVICES AGREEMENT**

# COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA ID#: TX-154063-BSher | MSA Term: 60 months | Customer Name: Fort Bend County

## CUSTOMER INFORMATION

Primary Contact: Charles King	Primary Contact Address Information
Title: IT Manager	Address 1: 500 Liberty Street
Phone: (281) 341-4584	Address 2:
Cell:	City: Richmond
Fax:	State: TX
Email: charles.king@fortbendcountytexas.gov	Zip Code: 77469


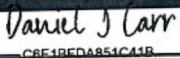
This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) Amendment(s), (2) this Cover Page, (3) General Terms and Conditions, (4) PSA(s) and (5) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement. This Agreement represents a renewal of the original MSA.

The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <https://business.comcast.com/terms-conditions-ent> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy (Privacy Policy) located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Order, and early termination fees are identified in the applicable Product Specific Attachments.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CUSTOMER SIGNATURE (by authorized representative)	
Signature: 	
Name: KP George	
Title: County Judge	
Date: 9/22/2020	
COMCAST USE ONLY (by authorized representative)	
Signature: 	Sales Rep: Jim Segovia
Name: Daniel J Carr	Sales Rep Email: jim_segovia@cable.comcast.com
Title: vice President	Region: All West Regions
Date: 9/17/2020	Division: West

**SECOND AMENDMENT**  
to  
**Comcast Enterprise Services Master Services Agreement No. TX-154063-BSher**

**This Second Amendment** (“Second Amendment”) dated September 14, 2020 (“Effective Date”), is concurrently entered into in conjunction with the renewal of Comcast Enterprise Services Master Agreement No. TX-154063-BSher (the “Agreement”) entered into by and between Fort Bend County (“County” or “Customer”), a body corporate and politic under the laws of the State of Texas, and Comcast Cable Communications Management, LLC, (“Comcast”), a company authorized to conduct business in the State of Texas, individually referred to herein as “Party” and jointly referred to as “Parties”. In the event of an explicit conflict between this Second Amendment and the Amended Agreement, the terms and conditions of this Second Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

**Whereas**, the Parties have executed and accepted that certain Agreement, as amended via the First Amendment, on or about July 28, 2015 (“Amended Agreement”); and

**Whereas**, the Parties desire to amend the Amended Agreement by this Second Amendment to reflect the amended or additional terms and conditions to which the Parties have agreed to.

**Now, therefore**, in consideration of the mutual covenants, promises, and consideration set forth in this Second Amendment, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Article 3.1(C) of the Comcast Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby modified to read as follows:

“Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from any sales and use taxes. Notwithstanding the foregoing, except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer shall also be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.”

2. Article 3.2(A) of the General Terms and Conditions is hereby modified to read as follows:

“Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Amended Agreement. All other charges will be billed monthly in arrears, including without limitation, certain usage based charges and third party pass through fees. Payment is due upon presentation of an invoice and will be considered timely made to Comcast if received within thirty (30) days after the invoice date; provided, however, that Comcast shall provide Customer with a fifteen (15) day Grace Period (“Grace Period”) immediately subsequent to the thirty (30) day payment remittance period. Any charges not paid to Comcast within such period will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer’s first monthly invoice shall include any pro-rated charges for the Services, from the Service Commencement Date to the start of the next billing period. In certain cases, Comcast may agree to provide billing services on behalf of third parties, as the agent of the third party based on Customer’s agreements with such third parties (“Third Party Fees”). Any such Third-Party Fees shall be payable pursuant to Customer’s contract or other arrangement with such third party and/or Comcast. Comcast shall not be responsible for any dispute regarding Third Party Fees. Partial payment of any bill will be applied to the Customer’s outstanding charges in amounts and proportions solely determined

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by Comcast. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution. Any payment not made when due will be subject to a late charge equal to the lower of (i) 1.5% per month and (ii) the highest rate allowed by law. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Amended Agreement.”

3. Article 4.1 of the General Terms and Conditions is hereby modified to read as follows:

“Sales Order Term. Upon the expiration of the Service Term applicable to a Sales Order, such Sales Order shall automatically renew for successive periods of one (1) month each (each, a “Renewal Term”), unless prior written notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. To the extent the initial Service Term or a Renewal Term applicable to a Sales Order extends beyond the expiration date of the MSA Term, such Sales Order shall continue to be governed by the terms and conditions of the Amended Agreement.”

4. Article 5.1(A) of the General Terms and Conditions is hereby modified to read as follows:

“THE AGGREGATE LIABILITY OF COMCAST FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE AMENDED AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO COMCAST’S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION.”

5. Article 6.2 of the General Terms and Conditions is hereby modified to read as follows:

“Customer’s Indemnification Obligations. To the extent not prohibited by law, Customer shall indemnify, defend, and hold harmless Comcast from any and all Claims arising on account of or in connection with Customer’s and its users’ use or sharing of the Service provided under the Amended Agreement, including with respect to: (i) any content received or distributed by Customer or its users through the Service, (ii) libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; (iii) for patent infringement arising from Customer’s combining or connection of Customer-Provided Equipment to use the Service and (iv) for damage arising out of the gross negligence or willful misconduct of Customer.”

6. Article 7.1 of the General Terms and Conditions is hereby modified to read as follows:

“Disclosure and Use. All Confidential Information disclosed by either party shall, during the term of the Amended Agreement and for two (2) years after the expiration or termination thereof (or such longer period as may be required by law), be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party’s express written consent. Notwithstanding the foregoing, (i) such information may be disclosed (A) to the receiving party’s employees, affiliates, and agents who have a need to know for the purpose of performing under this Amended Agreement,

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using the Services and rendering the Services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure) or (B) as otherwise authorized by this Amended Agreement and (ii) each party's confidentiality obligations hereunder shall not apply to information that: (A) is already known to the receiving party without a pre-existing restriction as to disclosure, (B) is or becomes publicly available without fault of the receiving party; (C) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party, (D) is developed independently by the receiving party without use of the disclosing party's Confidential Information or (E) is required to be disclosed by law or regulation. Each party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using less than a reasonable degree of care. The foregoing notwithstanding, Comcast acknowledges that Customer is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, Customer will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information identified in the definition of "Confidential Information" of the General Terms and Conditions as such or marked as such provided to Customer by Comcast shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. Notwithstanding anything to the contrary contained in this Article 7.1 or the Amended Agreement, Customer acknowledges and agrees that Comcast shall have no liability or responsibility for content received or distributed by Customer or its users through the Service."

7. Article 9.7 of the General Terms and Conditions is hereby modified to read as follows:

"Choice of Law; Compliance with Laws. The domestic law of the state in which the Service is provided shall govern the construction, interpretation, and performance of this Amended Agreement, except to the extent superseded by federal law. In the event of any suit or action arising from this Agreement, the parties consent to mandatory and exclusive jurisdiction of the courts in Fort Bend County, Texas. Nothing in this Agreement shall be construed to waive immunities afforded to the Customer under applicable law with respect to matters arising out of the Amended Agreement. Each of the parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under the Amended Agreement."

8. Article 9.9 is hereby added to the General Terms and Conditions to read as follows:

"Performance. All performance of the Services by Comcast including any changes in the Services and revision of work satisfactorily performed will be performed pursuant to the terms of the Amended Agreement. Comcast will use commercially reasonable efforts to notify the Customer as soon as possible of any emergency maintenance."

9. Article 9.10 is hereby added to the General Terms and Conditions to read as follows:

"Maximum Compensation. The maximum compensation for Services as referenced in Sales Order TX-154063-BSher-16443894 is Two Hundred Eighty Six Thousand Six Hundred and 00/100 Dollars (\$286,600.00). In no event shall the amount paid by Customer for the Services under said Sales Order exceed this maximum compensation without written approval of the Parties."



10. Article 9.11 is hereby added to the General Terms and Conditions to read as follows:

“Non-Appropriation of Funds. In the event funds are not appropriated by the applicable federal and/or state agency during any fiscal period of the Service Term of Sales Order TX-154063-BSher-16443894, such Sales Order may be terminated by the Customer upon written notification to Comcast, to include a copy of the non-appropriation of funds notification, as of the beginning of the fiscal year for which funds are not appropriated or otherwise secured, provided that (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer’s obligations under the Sales Order; and (b) Customer agrees it will not use non-appropriations as a means of terminating the Sales Order in order to acquire functionally equivalent products or services from a third party. In the event Customer terminates the Sales Order under this provision, neither Party shall have any further obligation to the other Party with respect to such Sales Order, excepting Customer shall be responsible for the payment of any and all unpaid charges for Services rendered, for Comcast Equipment, and, any and all unpaid capital expenses incurred by Comcast on behalf of Customer under the Sales Order, all of which are to be paid by Customer to Company within thirty (30) days of the invoice date; provided, that, the amount of capital expenses owed by Customer shall be reduced by the total amount of non-recurring charges and monthly-recurring charges already paid to Comcast by Customer under the Sales Order at the time of termination. Customer hereby agrees to notify Comcast in writing as soon as it has knowledge that funds are not available for any fiscal period under the Sales Order Service Term.”

11. Article 9.12 is hereby added to the General Terms and Conditions to read as follows:

“Records. During the MSA Term, Comcast will keep books and records sufficient to verify the accuracy of the bills issued to Customer under this Amended Agreement (“Records”). Comcast will, upon at least sixty (60) days prior written request by Customer, provide to Customer, or a representative of Customer who is reasonably acceptable to Comcast, the Records, or copies thereof for inspection; provided that (i) audits may not occur more frequently than once every twelve (12) months; and (ii) each such audit may only cover the period commencing after the period covered by the last audit, if any. Comcast will reasonably cooperate with Customer and its representatives in the conduct of such audit. Customer agrees that any information learned by or disclosed to it or its auditor in connection with such audit is Confidential Information of Comcast.”

12. Article 9.13 is hereby added to the General Terms and Conditions to read as follows:

“Non-Boycott of Israel (Chapter 2271 of the Texas Government Code). To the extent Chapter 2271, Texas Government Code applies to this Amended Agreement, Comcast verifies that Comcast does not currently boycott Israel and will not boycott Israel during the term of this Amended Agreement.”

13. Article 9.14 is hereby added to the General Terms and Conditions to read as follows:

“Texas Government Code § 2252.152 Acknowledgement. Comcast represents pursuant to § 2252.152 of the Texas Government Code, that Comcast is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.”

14. Article 9.15 is hereby added to the General Terms and Conditions to read as follows:

“Human Trafficking. Comcast acknowledges that Fort Bend County is opposed to Human Trafficking and that no County funds will be used in support of services or activities that violate Human Trafficking Laws.”

Amendment No. TX-154063-BSher/A2

**IN WITNESS WHEREOF**, the Parties hereto have executed this Second Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Second Amendment, all other terms and conditions set forth in the Amended Agreement shall remain in full force and effect.

**FORT BEND COUNTY**


County Judge KP George

KP George  
County Judge

9-22-2020

Date

ATTEST:



Laura Richard  
County Clerk

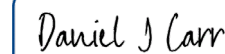
REVIEWED:



Information Technology Department

**COMCAST CABLE COMMUNICATIONS  
MANAGEMENT, LLC**

DocuSigned by:



Authorized Agent - Signature

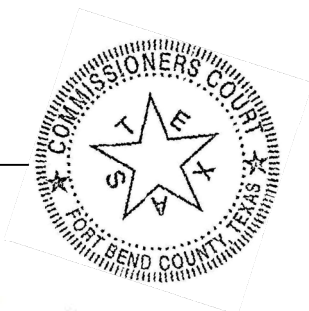
Daniel J Carr

Authorized Agent - Printed Name

Vice President

Title

Date 9/17/2020

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$ 285,600.00 are available to pay the obligation of Fort Bend County within this Amended Agreement.



Robert Ed Sturdivant, County Auditor

Comcast Cable Communications Management, LLC  
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Amendment No. TX-154063-BSher/A2

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COMCAST ENTERPRISE SERVICES SALES ORDERFORM

MSA ID#: TX-154063-Bsher

SO ID#: TX-154063-BSher-16443894

Account Name: Fort Bend County

CUSTOMER INFORMATION (for notices)

Primary Contact: Charles King	Billing Account Name Fort Bend County	INVOICE ADDRESS
Title:	Billing Name (3rd Party Accounts)	Address 1: 500 Liberty Street
Address 1: 500 Liberty Street	Billing Contact: Charles King	Address 2:
Address 2:	Title:	City: Richmond
City: Richmond	Phone: (281) 341-4584	State: TX
State: TX	Cell:	Zip Code: 77469
Zip: 77469	Fax:	Tax Exempt:
Phone: (281) 341-4584	Email: charles.king@fortbendcounty.gov	* If Yes, please provide and attach all applicable tax exemption certificates
Cell:		
Fax:		
Email: charles.king@fortbendcounty.gov		

SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 60	
SUMMARY OF SERVICE CHARGES*	SUMMARY OF STANDARD INSTALLATION FEES*
Current Monthly Recurring Charges: \$4,835.03	Total Standard Installation Fees: \$1,000.00
Current Trunk Services Monthly Recurring Charges: \$0.00	Total Trunk Services Standard Installation Fees: \$0.00
Total Current Monthly Recurring Charges (all Services): \$4,835.03	Total Standard Installation Fees (all Services): \$1,000.00
Change Monthly Recurring Charges: -\$75.03	SUMMARY OF CUSTOM INSTALLATION FEES*
Change Trunk Services Monthly Recurring Charges: \$0.00	Total Custom Installation Fee: \$0.00
Change Monthly Recurring Charges (all Services): -\$75.03	
Total Monthly Recurring Charges: \$4,760.00	
Total Trunk Services Monthly Recurring Charges: \$0.00	
Total Monthly Recurring Charges (all Services): \$4,760.00	
	SUMMARY OF MONTHLY EQUIPMENT FEES
	Current Ethernet Services Equipment Fee Monthly Recurring Charges: \$59.90
	Current Trunk Services Equipment Fee Monthly Recurring Charges: \$0.00
	Current Equipment Fee Monthly Recurring Charges (All Services): \$59.90
	Change Ethernet Services Equipment Fee Monthly Recurring Charges: -\$59.90
	Change Trunk Services Equipment Fee Monthly Recurring Charges: \$0.00
	Change Equipment Fee Monthly Recurring Charges (All Services): -\$59.90
	Total Ethernet Service Equipment Fee Monthly Recurring Charges: \$0.00
	Total Trunk Service Equipment Fee Monthly Recurring Charges: \$0.00
	Total Equipment Fee Monthly Recurring Charges (All Services): \$0.00

\*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

GENERAL COMMENTS

AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at http://business.comcast.com/terms-conditions-ent, (the "Agreement") . Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

CUSTOMER USE ONLY (by authorized representative)	COMCAST USE ONLY (by authorized representative)	
Signature:	Signature:	Sales Rep: Jim Segovia
Name: KP George	Name: daniel j carr	Sales Rep E-Mail: jim_segovia@cable.comcast.com
Title: County Judge	Title: Vice President	Region: Houston
Date: 9-22-2020	Date: 9/17/2020	Division: West



## Date: 3/6/2020

MSA ID#:

TX-154063-Bsher

**SO ID#:**

TX-154063-BSher-16443894

**Account Name:**

Fort Bend County

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## **EXHIBIT 2**

# **COMCAST ENTERPRISE SERVICES SALES ORDER FORM**

MSA ID#: TX-154063-BSher

SO ID#: TX-154063-BSher-19030791

Account Name: Fort Bend County

## CUSTOMER INFORMATION (for notices)

Primary Contact: Charles King  
 Title: \_\_\_\_\_  
 Address 1: 301 Jackson St  
 Address 2: \_\_\_\_\_  
 City: Richmond  
 State: TX  
 Zip: 77469  
 Phone: (281) 341-4584  
 Cell: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: charles.king@fortbendcountytexas.gov

Billing Account Name Fort Bend County  
 Billing Name  
 (3rd Party Accounts) \_\_\_\_\_  
 Billing Contact: Charles King  
 Title: \_\_\_\_\_  
 Phone: (281) 341-4584  
 Cell: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: charles.king@fortbendcountytexas.gov

## INVOICE ADDRESS

Address 1: 301 Jackson St  
 Address 2: \_\_\_\_\_  
 City: Richmond  
 State: TX  
 Zip Code: 77469  
 Tax Exempt: Yes  
 \* If Yes, please provide and attach all applicable tax exemption certificates

## SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 60

## SUMMARY OF SERVICE CHARGES\*

Current Monthly Recurring Charges: \$0.00  
 Current Trunk Services Monthly Recurring Charges: \$0.00  
**Total Current Monthly Recurring Charges (all Services): \$0.00**

Change Monthly Recurring Charges: \$490.00  
 Change Trunk Services Monthly Recurring Charges: \$0.00  
**Change Monthly Recurring Charges (all Services): \$490.00**

Total Monthly Recurring Charges: \$490.00  
 Total Trunk Services Monthly Recurring Charges: \$0.00  
**Total Monthly Recurring Charges (all Services): \$490.00**

## SUMMARY OF STANDARD INSTALLATION FEES\*

Total Standard Installation Fees: \$500.00  
 Total Trunk Services Standard Installation Fees: \$0.00  
**Total Standard Installation Fees (all Services): \$500.00**

## SUMMARY OF CUSTOM INSTALLATION FEES\*

**Total Custom Installation Fee: \$0.00**

## SUMMARY OF MONTHLY EQUIPMENT FEES\*

Current Services Equipment Fee Monthly Recurring Charges: \$0.00  
 Current Trunk Services Equipment Fee Monthly Recurring Charges: \$0.00  
**Current Equipment Fee Monthly Recurring Charges (All Services): \$0.00**

Change Services Equipment Fee Monthly Recurring Charges: \$0.00  
 Change Trunk Services Equipment Fee Monthly Recurring Charges: \$0.00  
**Change Equipment Fee Monthly Recurring Charges (All Services): \$0.00**

Total Service Equipment Fee Monthly Recurring Charges: \$0.00  
 Total Trunk Service Equipment Fee Monthly Recurring Charges: \$0.00  
**Total Equipment Fee Monthly Recurring Charges (All Services): \$0.00**

\*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Master Services Agreement (MSA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.

## GENERAL COMMENTS

## AGREEMENT

This Comcast Enterprise Services Sales Order Form ("Sales Order") shall be effective upon acceptance by Comcast. This Sales Order is made a part of the Comcast Enterprise Services Master Services Agreement, entered between Comcast and the undersigned and is subject to the Product Specific Attachment for the Service(s) ordered herein, located at <http://business.comcast.com/terms-conditions-ent>, (the "Agreement"). Unless otherwise indicated herein, capitalized words shall have the same meaning as in the Agreement.

By signing below, Customer acknowledges, agrees to and accepts the terms and conditions of this Sales Order.

DocuSigned by:

CUSTOMER USE ONLY (by authorized representative)		COMCAST USE ONLY (by authorized representative)	
Signature: _____	Signature: <u>Shawn Adamson</u>	Sales Rep: <u>Jim Segovia</u>	
Name: _____	Name: <u>Shawn Adamson</u>	Sales Rep E-Mail: <u>jim_segovia@cable.comcast.com</u>	
Title: _____	Title: <u>Vice President Sales Operations</u>	Region: <u>Houston</u>	
Date: _____	Date: <u>7/19/2021</u>	Division: <u>West</u>	



COMCAST  
BUSINESS

COMCAST ENTERPRISE SERVICES SALES ORDER FORM

SERVICES AND PRICING

Account Name:Fort Bend County

Date:3/10/2021

MSA ID#:TX-154063-BSher

SO ID#:TX-154063-BSher-19030791

Short Description of Service:

Service Term:60 MONTHS

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Solution Charges

Line	Request	Action	Service(s)	Description	Service Location A*	Service Location Z*	Tax Jurisdiction	Qty	Monthly	One-Time
001	Renew	No Change	Ethernet Network Interface - Gig E	1 Port	500 Liberty St-FT bend Data Ctr / 5	-	Interstate	1	\$0.00	\$0.00
002	-	-	-	-	-	-	-	-	\$0.00	\$0.00
003	Renew	Add	Ethernet Network Interface - 10 / 100	1 Port	6561 FLEWELLEN WAY-Fort Bend	-	Interstate	1	\$54.44	\$500.00
004	Renew	Add	EVPL - Basic Network Bandwidth	100 Mbps	6561 FLEWELLEN WAY-Fort Bend	500 Liberty St-FT bend Data Ctr / 500	Interstate	1	\$435.56	\$0.00
005	-	-	-	-	-	-	-	-	\$0.00	\$0.00
006	-	-	-	-	-	-	-	-	\$0.00	\$0.00
007	-	-	-	-	-	-	-	-	\$0.00	\$0.00
008	-	-	-	-	-	-	-	-	\$0.00	\$0.00
009	-	-	-	-	-	-	-	-	\$0.00	\$0.00
010	-	-	-	-	-	-	-	-	\$0.00	\$0.00
011	-	-	-	-	-	-	-	-	\$0.00	\$0.00
012	-	-	-	-	-	-	-	-	\$0.00	\$0.00
013	-	-	-	-	-	-	-	-	\$0.00	\$0.00
014	-	-	-	-	-	-	-	-	\$0.00	\$0.00
015	-	-	-	-	-	-	-	-	\$0.00	\$0.00
016	-	-	-	-	-	-	-	-	\$0.00	\$0.00
017	-	-	-	-	-	-	-	-	\$0.00	\$0.00
018	-	-	-	-	-	-	-	-	\$0.00	\$0.00
019	-	-	-	-	-	-	-	-	\$0.00	\$0.00
020	-	-	-	-	-	-	-	-	\$0.00	\$0.00
021	-	-	-	-	-	-	-	-	\$0.00	\$0.00
022	-	-	-	-	-	-	-	-	\$0.00	\$0.00
023	-	-	-	-	-	-	-	-	\$0.00	\$0.00
024	-	-	-	-	-	-	-	-	\$0.00	\$0.00
025	-	-	-	-	-	-	-	-	\$0.00	\$0.00
026	-	-	-	-	-	-	-	-	\$0.00	\$0.00
027	-	-	-	-	-	-	-	-	\$0.00	\$0.00
028	-	-	-	-	-	-	-	-	\$0.00	\$0.00
029	-	-	-	-	-	-	-	-	\$0.00	\$0.00
030	-	-	-	-	-	-	-	-	\$0.00	\$0.00
031	-	-	-	-	-	-	-	-	\$0.00	\$0.00
032	-	-	-	-	-	-	-	-	\$0.00	\$0.00
033	-	-	-	-	-	-	-	-	\$0.00	\$0.00
034	-	-	-	-	-	-	-	-	\$0.00	\$0.00
035	-	-	-	-	-	-	-	-	\$0.00	\$0.00
036	-	-	-	-	-	-	-	-	\$0.00	\$0.00
037	-	-	-	-	-	-	-	-	\$0.00	\$0.00
038	-	-	-	-	-	-	-	-	\$0.00	\$0.00
039	-	-	-	-	-	-	-	-	\$0.00	\$0.00
040	-	-	-	-	-	-	-	-	\$0.00	\$0.00
041	-	-	-	-	-	-	-	-	\$0.00	\$0.00
042	-	-	-	-	-	-	-	-	\$0.00	\$0.00
043	-	-	-	-	-	-	-	-	\$0.00	\$0.00
044	-	-	-	-	-	-	-	-	\$0.00	\$0.00
045	-	-	-	-	-	-	-	-	\$0.00	\$0.00
046	-	-	-	-	-	-	-	-	\$0.00	\$0.00
047	-	-	-	-	-	-	-	-	\$0.00	\$0.00
048	-	-	-	-	-	-	-	-	\$0.00	\$0.00
049	-	-	-	-	-	-	-	-	\$0.00	\$0.00
050	-	-	-	-	-	-	-	-	\$0.00	\$0.00

\* Services Location Details attached

Charges are Exclusive of Equipment Fees

PAGE 2 SUBTOTAL:

\$490.00

\$500.00

