



ROANOKE COUNTY

Purchasing Division

5204 Bernard Drive, Suite 300-F, P.O. Box 29800

Roanoke, Virginia 24018-0798

TEL: (540) 772-2061 FAX: (540) 772-2074

December 17, 2020

ADDENDUM NO. 1 TO ALL BIDDERS/OFFERORS:

Reference – RFP 2021-051

Description: WAN and Internet Services for Roanoke County Public Schools

Issue Date: November 30, 2020

Proposal Due: January 5, 2021

The above Project is hereby changed as addressed below:

1. Current Contract 2017-083 WAN Services. A request has been submitted for review of the current (expiring) contract for the services being solicited. Please find a copy of contract 2017-083, included as Attachment A to this Addendum 1 to RFP 2021-051.

Note: A signed acknowledgment of this addendum must be received at the location indicated on the original solicitation either prior to the proposal due date or attached to your proposal. Signature on this addendum does not substitute for your signature on the original proposal/bid document. The original proposal/bid document must be signed.

Thank you,

Kate Hoyt

Phone: (540) 283-8149

KHoyt@roanokecountyva.gov

Sign Name:

Print Name:

Name of Firm:

Date:



County of Roanoke

FINANCE DEPARTMENT
Purchasing Division

CONTRACTUAL AGREEMENT #2017-083 **WAN Services** **for** **Roanoke County Public Schools**

ARTICLES OF AGREEMENT made this twenty-seventh (27th) day of April, 2017, by and between Cox Virginia Telecom, L.L.C., 5400 Fallowater Lane, Roanoke VA 24018, party to the first part, and Roanoke County, party of the second part, also referred to as the OWNER.

WHEREAS, the party of the first part has made a proposal in writing to the OWNER, to provide WAN services, as specified in IFB #2017-083, hereby mentioned and identified herein for the OWNER, as the WORK, for the price, on the terms and within the time set forth herein, all pursuant to the Request for Proposals, the specifications, and the vendor's response, as if each of the documents were attached hereto, and are thereby made a part of this Contract. The OWNER has accepted the proposal of the said party of the first part, according to law.

NOW, THEREFORE, the said party of the first part, for and in consideration of the payment as set forth in Exhibit A, for itself, its heirs, executors, administrator, successors and assigns, as the case may be, hereby covenants and agrees to and with the OWNER to perform the said WORK for the said price, upon the said terms, within the said time, and according to the said specifications, the WORK being more specifically identified as follows:

Provide WAN Services to Roanoke County Public Schools, as specified and at the costs stated in Exhibit A.

The Contract will be in effect beginning on July 1, 2017, and run through June 30, 2021. It is understood that if the party of the first part does not perform the WORK as specified, then the Contract may be canceled by the OWNER.

Special Provisions: See Exhibit A — Bid Submitted by Cox Virginia Telecom, L.L.C.
See Exhibit B — Invitation to Bid #2017-083

Cox Virginia Telecom, L.L.C.:


Authorized Signature

Roanoke County:


Authorized Signature

DARK FIBER LEASE AGREEMENT

THIS DARK FIBER LEASE AGREEMENT ("Agreement"), is made and entered into this eighth day of May, 2017 (the "Effective Date") by and between Cox Virginia Telcom, LLC, a Delaware limited liability company d/b/a Cox Business with an address at 5400 Fallowater Ln., Roanoke, Virginia 24018 ("Cox"), and Roanoke County School Board, Virginia ("Customer"); Customer and Cox being collectively referred to herein as the "Parties" and individually as a "Party." The "Effective Date" is the date that the last of the Parties hereto executes this Agreement.

WHEREAS, Cox desires to lease to Customer the fiber optic communication fibers as described in Exhibit B ("Leased Fibers") on a route between certain points as more specifically described in Exhibit A; and

WHEREAS, Customer desires to lease the Leased Fibers from Cox for the transmission of communications services in accordance with the terms and conditions of this Agreement, and

WHEREAS, the parties acknowledge that the Leased Fibers are part of the critical infrastructure of modern pedagogy for the Customer, and the terms of this Agreement reflect that condition.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties mutually agree as follows:

1. SCOPE OF AGREEMENT

1.1 Cox has constructed or caused to be constructed, facilities and acquired appropriate interests in real property or other rights, all as may be required to provide, and maintain the Leased Fibers between the addresses and demarcation points through the route diagram ("Route") set forth in Exhibit A. Cox shall have no obligation to relocate the Leased Fibers to any other route or location during the Term of this Agreement. The following Exhibits attached hereto, which by this reference are incorporated herein.

Exhibit A	Route Diagram; Address & Demarcation Points
Exhibit B	Leased Dark Fiber Optic Specifications
Exhibit C	Contact/Escalation List

1.2 Cox hereby leases to Customer, and Customer hereby leases from Cox, the Leased Fibers for Customer's communications use between the addresses set forth in Exhibit A for the Term of this Agreement for the compensation and payments to Cox as provided herein. Under this Agreement, Cox shall retain ownership, possession and control of the Leased Fibers but Customer shall be allowed to use the Leased Fibers for the transmission of telecommunications subject to the restrictions in Section 1.3. Customer shall provide, at its expense, all optronic (opto-electrical), electronic or optical equipment or materials, facilities or other equipment ("Customer Equipment") required to use the Leased Fibers for transmission of communication services. If requested by Cox, Customer shall identify with reasonable particularity the Customer Equipment that Customer connects or may connect to the Leased Fibers. The lease of the Leased Fibers hereunder does not include any equipment used to transmit capacity over or "light" the Leased Fibers.

1.3 Customer shall have exclusive use of the Leased Fibers during the Term of this Agreement, and may use the Leased Fibers for any lawful purpose, provided that such purpose does not (i) interfere with or impair service over any of the facilities and associated equipment comprising the Cox networks, or (ii) impair the privacy of any communications over the facilities and associated equipment of Cox. Notwithstanding the preceding sentence, Customer shall use the Leased Fibers only for its internal communication needs and shall not use, or permit another to use, the Leased Fibers to provide or deliver to third parties any services competitive to services provided by Cox during the Term of this Agreement,

including, without limitation, telecommunications, data and/or cable television or video services. Customer may not resell or sublease transmission capacity on the Leased Fibers without the prior written consent of Cox which may be withheld in Cox's sole discretion.

1.4 Cox shall use commercially reasonable efforts to make the Leased Fibers ready for Acceptance by Customer by July 1, 2017 ("Acceptance Date"). If Cox determines that the Leased Fibers will not be ready for Acceptance by the Acceptance Date, then it will promptly inform Customer of the same.

1.5 Customer shall not make any splices or connections to the Leased Fibers between the demarcation points without the prior written consent of Cox, which Cox may withhold in its sole discretion.

2. TERM AND TERMINATION

2.1 This Agreement shall be deemed effective and binding on the Effective Date above, and the initial term of this Agreement shall commence on the date of Acceptance of the Leased Fibers and shall continue for a period of forty-eight (48) months ("Initial Term") thereafter. Unless earlier terminated as provided in this Agreement, upon expiration of the Initial Term, and so long as Customer is not in default under this Agreement, the parties may renew this Agreement upon mutual written agreement of the parties prior to the end of the then existing term for no more than five (5) additional one (1) year terms (each a "Renewal Term"). Upon termination of this Agreement, both Parties will be provided reasonable access, upon prior written notice, to the other's sites for prompt removal of their equipment. The Initial Term and Renewal Term collectively shall be referred to as "Term."

2.2 In addition to other termination rights provided herein, either Party may terminate this Agreement, if the other Party defaults as provided in Section 9.1.

2.3 Cox may terminate this Agreement if (i) Cox's franchise authority is cancelled or terminated for the Route set forth in Exhibit A, (ii) Cox is prohibited from furnishing the Leased Fibers by regulation, statute, court order, or ruling by the Federal Communications Commission, or any other federal, state or local governmental authority, (iii) Customer's lease or use of the Leased Fibers would cause a forfeiture of the rights of Cox to occupy the property where such Leased Fibers, or other Cox facilities, are located, (iv) Customer or its customer's equipment, or anyone acting on their behalf, interferes with the operational integrity of the Cox system, (v) Customer makes an assignment for the benefit of creditors or files for bankruptcy protection under the United States bankruptcy code, or (vi) Cox's pole attachment/conduit use rights are terminated or become subject to such restrictions or conditions that continuation of this Agreement is impracticable or prohibited. Upon occurrence of any of the foregoing, Cox shall have the right to terminate this Agreement upon sixty (60) days' notice without incurring liability to Customer; provided, however, that Customer shall be entitled to a prorated refund (based on the number of days remaining in the then current Term or over the number of days in such Term) of prepaid rental charges.

2.4 Customer shall have the option to terminate this Agreement upon thirty (30) days' written notice, if as a result of any future legislative or regulatory proceedings and attendant contractual agreements relating thereto, the resulting increased additional costs to Customer are deemed unreasonable; provided however, that in the event of termination under this subsection 2.4, Customer shall not be entitled to refund of any prepaid rental charges as described below in Section 3.

3. PAYMENTS

3.1 During the Term of this Agreement, as consideration for the Leased Fibers, Customer shall pay Cox Forty-Six Thousand Three Hundred-Forty Dollars and 18/100 Cents (\$46,340.18), as monthly rental, beginning upon Acceptance of the Leased Fibers, as defined in Section 4, and thereafter on the first day of each month during the Term of this Agreement. Cox shall send invoices for the Leased Fibers to the

address for Customer set forth above or to such other address as Customer may from time to time provide. Customer shall pay invoices in accord with the Provisions of the Prompt Payment Act in the Code of Virginia.

4. ACCEPTANCE AND MAINTENANCE

4.1 Upon Cox's determination that the Leased Fibers in the Route are ready for acceptance by Customer, Cox shall perform testing on the Leased Fibers to determine the performance level of the Leased Fibers. Customer shall have the right to have technicians present when such testing is performed. Cox shall provide Customer with a copy of the test results. Based on Customer's review of the test results, the Parties shall mutually agree upon a list of deficiencies in the Leased Fibers (if any) to be corrected. Cox will correct any such deficiencies at Cox's sole cost. Customer shall provide a notice of acceptance of the Leased Fibers ("Acceptance"), in writing, when the Parties mutually agree that the test results demonstrate that the performance level of the Leased Fibers is in conformance with the Exhibits and all product specifications set forth therein. Customer shall not unreasonably withhold, condition or delay this Acceptance. Customer's failure to provide such notice of acceptance within ten (10) days after the Parties agree that the Leased Fibers are in such conformance, shall be deemed to be Customer's Acceptance of the Leased Fibers.

4.2 In the event non-service affecting deficiencies are identified, Customer shall conditionally accept the Leased Fibers and shall commence payment of the fees as set forth in Section 3, subject to the conditions precedent for Acceptance identified in Section 4.1 ("Conditional Acceptance"). Cox shall, at its sole cost, correct any such mutually agreeable non-service affecting deficiencies within sixty (60) days of Conditional Acceptance. When the Parties mutually agree that such non-service affecting deficiencies are corrected, Customer shall promptly provide a notice of acceptance of the Leased Fibers, which shall not be unreasonably withheld, conditioned or delayed. Customer's failure to provide such notice of acceptance within ten (10) days after the Parties agree that the Leased Fibers are in such conformance, shall be deemed to be Customer's Acceptance of the Leased Fibers.

4.3 The Parties expressly agree that Customer may, prior to Acceptance and upon providing at least five (5) days' advance notice to Cox, re-test the Leased Fibers using its own equipment, provided that such re-testing shall be at Customer's sole cost and in such a manner that does not interfere with Cox's operations.

4.4 Cox shall be responsible for routine maintenance, as described on Exhibit B, of the Leased Fibers and shall perform such maintenance at its expense; provided however, that Cox shall not be responsible for the expense of maintenance or repairs to the Leased Fibers caused by acts or omissions of Customer, its agents, employees or contractors. Customer agrees that Cox will have access to the cabling and conduit facilities between the demarcation points containing the Leased Fibers in order to maintain the Leased Fibers, and if necessary to upgrade Cox's network. Customer shall provide prompt notice to Cox per the Contact/Escalation List regarding any condition affecting the service of the Leased Fibers. Cox's maintenance obligations shall be performed in accordance with industry standards. Customer shall cooperate with Cox with respect to maintenance and repair of the Leased Fibers. Customer shall be solely responsible for maintenance of Customer Equipment used in connection with the Leased Fibers. Customer's Equipment must be compatible with the Leased Fibers and Cox may refuse to permit Customer to use certain Customer Equipment in connection with the Leased Fibers if Cox determines that such Customer Equipment may: (i) damage the Leased Fibers; (ii) interfere with or impair service over any of the facilities and associated equipment comprising the Cox networks; (iii) impair the privacy of any communications over the facilities and associated equipment of Cox; or (iv) otherwise interfere with the operation of the Cox network.

4.5 To the extent any non-routine maintenance is required by an act or omission of Customer, Customer shall pay and reimburse Cox for Customer's proportionate share of all costs and expenses incurred by Cox in connection with non-routine maintenance of the Leased Fibers (including repairs required as a result of cable cuts or natural or man-made disasters), within thirty (30) days of Customer's receipt of Cox's invoice therefor. Customer's proportionate share of such costs and expenses shall be determined and allocated

based on the ratio to which the number of Leased Fibers bears to the total number of fibers within the affected portion of the fiber optic cable where the Leased Fibers are located. Non-routine maintenance is any maintenance and repair of Leased Fibers that is not identified under routine maintenance, including repairs required as a result of cable cuts or natural or man-made disasters.

4.6 If Cox moves, replaces or changes the location, alignment or grade of any portion of Cox's network along the Route that includes the Leased Fibers ("Relocation"), Cox shall provide Customer at least forty-five (45) days prior written notice thereof. If the Relocation is caused by an event of force majeure or because Cox is required to do so by any governmental authority or third party (including a taking by eminent domain), Customer shall reimburse Cox for Customer's proportionate share of the costs of the Relocation of Cox's network that includes the Leased Fibers, as reasonably determined by Cox. To the extent Cox receives reimbursement from a third party which is allocable to the Relocation of Cox's network that includes the Leased Fibers, Cox will credit or reimburse Customer for its share of the reimbursement attributable to the Leased Fibers. If Cox relocates its network, including the Leased Fibers, solely for its own benefit, Customer shall not be required to reimburse Cox for the costs of the Relocation of Cox's network, including the Leased Fibers.

5. CONFIDENTIALITY

5.1 The Parties agree to keep the details pertaining to this Agreement, including without limitation the existence of this Agreement and any information provided by one Party to the other Party strictly confidential except as required by law, franchising and regulatory authorities or lenders. In the event disclosure of this Agreement is required by order of court or subpoena, the disclosing Party shall notify the other Party in sufficient time to permit the other Party to take appropriate legal action to prevent or limit such disclosure. Both Parties acknowledge that in the negotiation and performance of this Agreement, confidential and proprietary information of each has been and will be made available to the other. The Parties agree to use reasonable efforts to maintain the confidentiality of such material, but in no event lesser than was used with like material of the receiving Party. Except as required by law, neither Party will disclose the proprietary information to any third party without prior written authorization from the disclosing Party, and will not use the information received by it, except to those of its employees, agents, and consultants whose duties justify the need for access to the information provided that such individuals are subject to obligations of secrecy and limited use commensurate in scope with this Agreement. These obligations will apply to verbal information as well as specific portions of the information that are disclosed in writing or other tangible form and marked to indicate its confidential nature. These obligations will not apply to any of the information which:

- (a) Was known to the receiving Party prior to receipt under this Agreement, as demonstrated by the receiving Party's records;
- (b) Was publicly known or available prior to receipt under this Agreement, or later becomes publicly known or available through no fault of the receiving Party; or
- (c) Is disclosed to the receiving Party without restrictions on disclosure by a third party having the legal right to disclose the same; or
- (d) Is disclosed to a third party by the disclosing Party without an obligation of confidentiality, unless such information must be retained by that Party for that Party to fulfill its legal or contractual obligations under this Agreement; or
- (e) Is independently developed by an employee, consultant, or agent of the receiving Party without access to the information as received under this Agreement; or

(f) The receiving Party is obligated to produce as required by law, lawfully issued subpoena, or a court order, provided that the disclosing Party has been given notice thereof and an opportunity to waive its rights or to seek a protective order or other appropriate remedy.

5.2 Upon written request of a disclosing Party, the receiving Party will return all information disclosed in written or tangible form, and the receiving Party will destroy all of its copies, excerpts, or notes made by it which contain any portions of the information unless otherwise provided for by the Parties.

5.3 To the extent that particular information is subject to specific statutory confidentiality requirements, the requirements of such statute, rather than this Section, shall be controlling.

6. WARRANTIES & REMEDIES

6.1 The warranties, representations and remedies set forth in this Agreement constitute the only warranties and remedies available to the Parties with respect to this Agreement and the Leased Fibers. Except as expressly provided herein, Cox makes no warranties or representations, written or oral, statutory, express or implied, including without limitation the warranty of merchantability and the warranty of fitness for a particular purpose or use regarding the Leased Fibers, all of which are expressly disclaimed.

6.2 Each Party represents that it has the right to perform as required hereunder, and that it is an entity, duly organized, validly existing and in good standing under the laws of its origin, with all requisite power and authority to enter into and perform its obligations under this Agreement in accordance with its terms.

6.3 Cox represents to Customer that the Leased Fibers have been installed in a workmanlike manner and in accordance with the Exhibits to this Agreement. Cox further warrants that the Leased Fibers will operate substantially in accordance with Exhibit B, Leased Fibers Specifications, for the Term of this Agreement.

7. INDEMNIFICATION

To the extent permitted by Virginia law, and without waiving any rights, claims or defenses of sovereign or official immunity by Customer, each party shall be liable for its own negligent acts and omissions.

8. LIMITATION OF LIABILITIES

IN NO EVENT SHALL COX BE LIABLE FOR DAMAGES FOR INTERRUPTION OF ANY TRANSMISSIONS THROUGH THE LEASED FIBERS, NOR SHALL COX BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE UNLESS CAUSED BY COX'S WILLFUL MISCONDUCT. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION, MAINTENANCE OR REMOVAL OF EQUIPMENT OR THE PROVISION OF SERVICES UNLESS CAUSED BY COX'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS OR HARM TO BUSINESS) REGARDLESS OF THE FORM OF ACTION, TO THE EXTENT SUCH DAMAGES ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THIS SECTION 8 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

9. DEFAULT / INTERRUPTION OF SERVICE

9.1 If any material event of default continues for thirty (30) days after written notice thereof, the non-defaulting Party shall have the right, but not the duty, and solely at its discretion, to terminate this Agreement, such termination to be immediately effective upon receipt of written notice.

9.2 If any portion of the Leased Fibers materially fails to meet the performance requirements as set forth in Exhibit B, resulting in an interruption in Customer's ability to use or a material degradation of service on the Leased Fibers through no fault of Customer, or its agents, employees or contractors, then Customer's obligation for payment hereunder shall immediately be suspended on a hour for hour basis for the duration of such interruption or degradation until the same is cured as demonstrated by Cox to the reasonable satisfaction of Customer. **The remedy provided in this Section 9.2 shall be Customer's sole and exclusive remedy for interruptions or material degradation of service on the Leased Fibers, subject to the termination provision in Sections 9.1 and 9.2.**

10. INSURANCE

10.1 During the Term, each Party shall obtain and maintain the following insurance: (i) Commercial General Liability with combined single limit of not less than \$5,000,000.00 each occurrence or its equivalent; (ii) Worker's Compensation in amounts required by applicable law and Employer's Liability with a limit of at least \$1,000,000.00 each accident; and (iii) comprehensive Automobile Liability including coverage for owned/leased, non-owned, hired and other vehicles with combined single limit of not less than \$1,000,000.00 each accident.

10.2 During the Term, Customer shall obtain and maintain "all risk" property insurance in an amount equal to the replacement cost of Customer Equipment utilized in connection with the Leased Fibers.

10.3 Both Parties expressly acknowledge that a Party shall be deemed to be in compliance with the provisions of Section 10.1 if it maintains an approved self-insurance program providing for retention of up to \$1,000,000.00. If either Party provides any of the foregoing coverage on a claims-made basis, such policy or policies shall be for at least a three (3) year extended reporting or discovery period.

10.4 Unless otherwise agreed in writing by the Parties, all insurance policies shall be obtained and maintained with qualified reputable insurers and each Party shall, upon request, provide the other Party with an insurance certificate confirming compliance with the requirements of this Section 10. The insuring Party shall cause the other Party to be included as an additional insured on all policies required under this Section 10. The obligation to maintain the foregoing policies shall begin on the Effective Date and shall extend throughout the Term of this Agreement.

10.5 In the event either Party fails to maintain the required insurance coverage and a claim is made or suffered, such Party shall indemnify and hold harmless the other Party from any and all claims for which the required insurance would have provided coverage. It is hereby agreed and understood that the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of either Party.

11. UTILITIES

Customer hereby agrees to provide for and pay any and all charges for utility services rendered to any of the Leased Fibers on the Route.

12. TAXES/RIGHT OF WAY CHARGES

Customer agrees to pay any and all franchise fees, gross receipts, sales, use, property, excise and other taxes and governmental fees directly applicable to the leasing of the Leased Fibers to Customer. To the extent that Cox incurs additional right-of-way ("ROW"), pole attachment/conduit charges above and

beyond what it paid prior to this Agreement which are directly related to the presence of the Leased Fibers in the ROW, pole, or conduit, Customer agrees to pay any such charges upon invoice by Cox. Each Party shall be responsible for property taxes imposed on each respective Party's personal property.

13. REGULATORY COMPLIANCE

Subject to the terms and conditions of this Agreement, Cox shall use commercially reasonable efforts to maintain governmental authorizations and regulatory approvals required, if any, for it to provide the Leased Fibers to Customer. Customer, at its own expense, shall obtain all regulatory approvals, permits, and authorizations for Customer's use of the Leased Fibers. The furnishing of the Leased Fibers to Customer under this Agreement shall not be construed or deemed to be the provision of "unbundled loops" as that term is commonly understood in the telecommunications industry regardless of whether any of the demarcation points identified in this Agreement terminate at a Cox building facility (e.g., collocation, headend, or master telecommunication center owned or operated by Cox).

14. MISCELLANEOUS

14.1 All right, title, ownership and interest in all the Leased Fibers provided by Cox hereunder shall at all times remain exclusively with Cox.

14.2 Customer shall not create or permit to be created any liens or encumbrances on the Leased Fibers or on any of Cox's network or facilities. Customer will immediately, at its own expense, take such action as may be necessary to duly discharge any such liens or encumbrances.

14.3 Any work performed by either Party on the premises of the other Party shall be performed while taking all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work.

14.4 Customer shall immediately notify Cox by telephone (followed by written confirmation within twenty-four hours) of any product used by Customer or any agent, affiliate or subcontractor of Customer which fails to comply with any applicable safety rules or standards of concerned governmental agencies (including the Environmental Protection Agency), or which presents a substantial risk to the public health or of injury to the public or to the environment.

14.5 This Agreement does not make either Party the agent or legal representative of the other Party, and does not create a partnership or joint venture between the Parties. Except as otherwise provided herein, each Party may engage in and possess other business ventures that are competitive with the services under this Agreement. This Agreement is non-exclusive and either Party may enter into similar agreements with third-parties. Cox is not providing any regulated communication services under this Agreement.

14.6 This Agreement, together with all Exhibits, shall constitute the entire agreement between the Parties with respect to the subject matter hereof and no negotiations or discussions prior to the Effective Date shall be of any effect, and all such discussions are incorporated herein. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

14.7 If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, so that the remainder of that provision and the remaining provisions of this Agreement shall be valid and remain in full force and effect. Moreover, the Parties agree that the invalid, illegal or unenforceable provision shall be enforced to the maximum extent permitted by law in accordance with the intention of the Parties as expressed by such provision, and the Parties shall negotiate revised provisions to replace such invalid provisions consistent with the intent of the Parties where the intent of the Parties may be reasonably ascertained.

14.8 The right and remedies of the Parties shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach. The laws of the state where the most route miles of the Leased Fibers are located shall govern this Agreement. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER IN CONTRACT OR TORT) BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER IN RESPECT OF ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

14.9 No amendment to this Agreement or subsequent agreement concerning the Leased Fibers, Route or this Agreement shall be effective unless made in writing and executed by authorized representatives of the Parties.

14.10 All notices and other communications provided for herein shall be in writing and shall be given by (i) personal delivery, (ii) United States mail, postage prepaid certified with return receipt requested or (iii) nationally recognized overnight courier (FedEx, UPS, Airborne), to the address set forth below or to such other address as the respective Party may designate in writing. Notice shall be effective upon receipt:

(a) If to Customer:

County of Roanoke Virginia
Attn: Kate Hoyt
5204 Bernard Dr
Roanoke, VA 24018

(b) If to Cox:

Cox Virginia Telcom, LLC
5400 Fallowater Lane, Roanoke, VA 24018
Attn: Russell Decker
540-777-7383

With a copy to:

Cox Communications, Inc.
Attn: Mark F. Padilla
Vice President – Legal Operations
6205-B Peachtree Dunwoody Rd., 16th Floor
Atlanta, Georgia 30328

14.11 Customer may not assign this Agreement, in whole or in part, nor sublet the Leased Fibers, without the prior written consent of Cox, which Cox may withhold in its sole discretion. Cox may, without Customer's consent, but with notice to Customer, assign its rights and obligations hereunder to any entity, or to any affiliate of Cox or pursuant to a merger, stock sale or sale or exchange of substantially all the assets of Cox.

14.12 In no event shall Cox be liable for failure to perform its obligations hereunder where such nonperformance is caused, in whole or in part, by force majeure, including, but not limited to, acts of God, wars, riots, storms, floods, earthquakes and other causes not within Cox's reasonable control.

15. FORCE MAJEURE

15.1 *Force Majeure.* In no event shall either party have any claim or right against the other party for any failure of performance by such other party if such failure of performance is caused by or the result of (i) causes beyond the reasonable control of such other party, including, but not limited to, third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Leased Fibers; (iii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over this Agreement; (iv) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (v) taking by condemnation or eminent domain of a party's facilities or equipment; (vi) strikes or labor disputes; (vii) fuel or energy shortages; or (viii) delays in obtaining permits or other approvals from governmental authorities for construction or provisioning ("Force Majeure").

15.2 *Force Majeure Liability.* If a Force Majeure occurs during the Term of this Agreement, this Agreement shall remain in effect for a period of sixty (60) days from the date of the inception of such Force Majeure event, but the parties' performance and payment obligations under this Agreement shall be suspended for such sixty (60) day period. In the event the Force Majeure event continues for a period longer than sixty (60) days, either party may terminate this Agreement without incurring any liability to the other party (including Termination Liabilities) except for payment and performance obligations accrued prior to the date of the inception of the Force Majeure event. If the Force Majeure event is capable of being limited to one or more Leased Fibers, then the termination rights hereunder shall apply only to such Leased Fibers.

16. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is to be deemed an original, and all of which together shall constitute a single agreement. Each Party agrees that the execution and delivery of this Agreement by facsimile or electronically shall have the same force and effect as delivery of original signatures and that each Party may use such facsimile or electronic signatures as evidence of the execution and delivery of this Agreement by the Parties to the same extent that an original signature could be used, amended, modified, restated, supplemented, or replaced from time to time by written agreement of the Parties. This Agreement may be executed in two or more counterparts, each of which, when executed, shall be deemed an original and which together will constitute one and the same instrument.

17. GOVERNING LAW

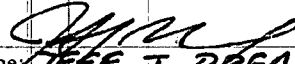
This Agreement and any disputes that arise hereunder shall be governed by the applicable laws of the Commonwealth of Virginia. Venue for any disputes arising out of this Agreement shall be the Circuit Court of Roanoke County, Virginia or the U.S. District Court for the Western District of Virginia, Roanoke Division.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year below written, but effective as of the Effective Date.

COX:

COX VIRGINIA TELCOM, LLC

By: 
Name: JEFF J BREAUX
Title: SR VP COX BUSINESS
Date: 5/9/2017

CUSTOMER:

ROANOKE COUNTY, VIRGINIA

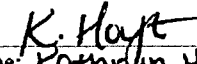
By: 
Name: Kathryn Hoyt
Title: Buyer
Date: 5-8-2017

EXHIBIT A

Route

1. **Addresses:**

From: 5937 Cove Rd., Roanoke 24019

To:

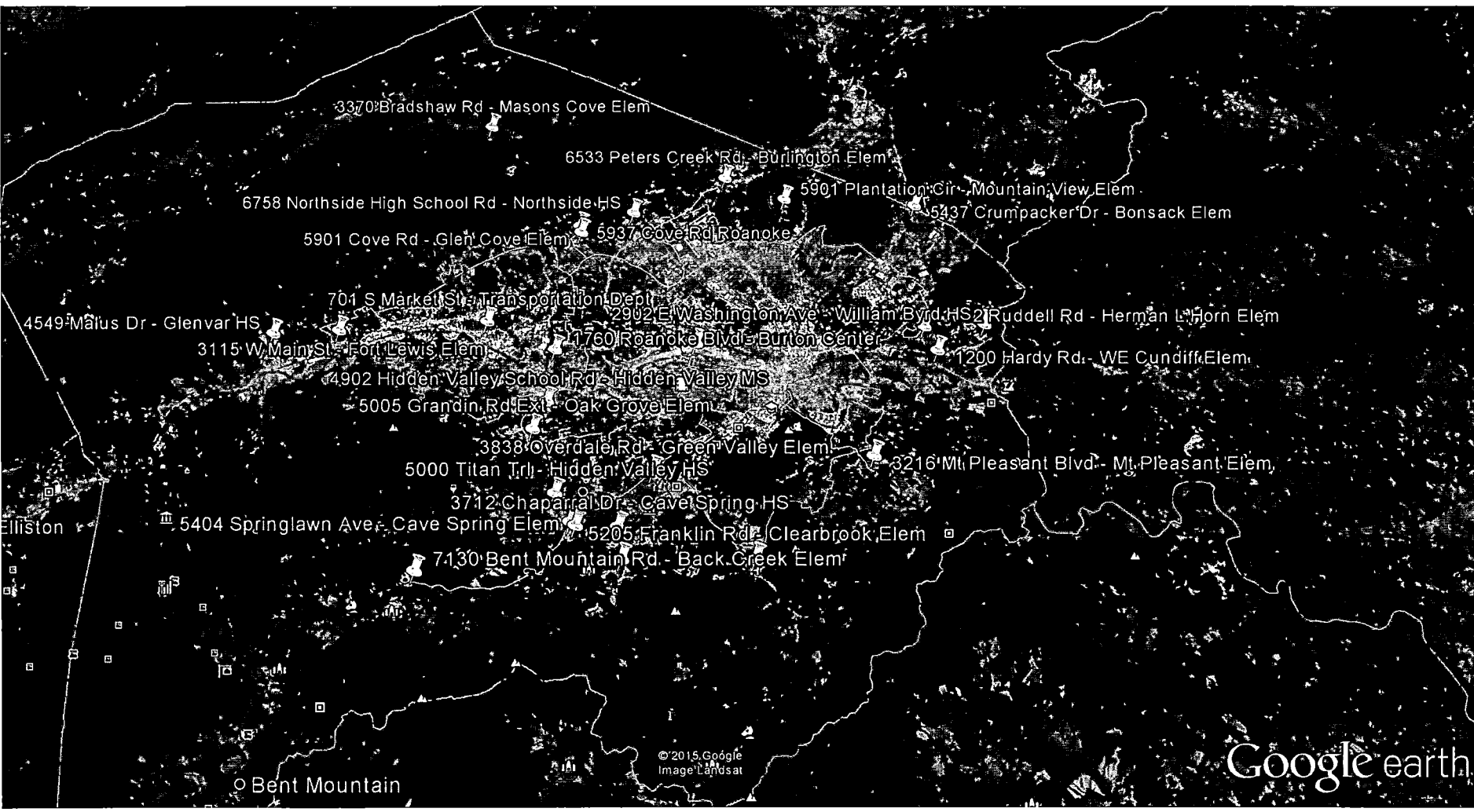
1760 Blvd., Salem 24153
3712 Chaparral Drive, Roanoke 24018
4549 Malus Drive, Salem 24153
5000 Titan Trail Dr, Roanoke 24018
6758 Northside High Sch. Rd, Roanoke 24019
2902 Washington Ave., Vinton 24179
4880 Brambleton Ave., Roanoke 24018
4902 Hidden Valley Sch Rd., Roanoke 24018
7130 Bent Mountain Road, Roanoke 24018
5437 Crumpacker Dr, Roanoke 24019
6533 Peters Creek Road, Roanoke 24019
5404 Springlawn Ave. , Roanoke 24018
5205 Franklin Road, , Roanoke 24014
3115 West Main St., Salem 24153
3838 Overdale Road, , Roanoke 24018
1002 Ruddell Road, Vinton 24179
3370 Bradshaw Road, Salem 24153
3216 Mount Pleasant Blvd., Roanoke 24014
5901 Plantation Cr., Roanoke 24019
5005 Grandin Road Ext., Roanoke 24018
6328 Merriman Road, , Roanoke 24018
1200 Hardy Road, Vinton 24179
701 South Market St., Salem 24153

2. **Demarcation Points:**

Each address/location listed above have telecom rooms and Cox will deliver two fibers the provided patch panel. With the exception of 5937 Cove Road, Roanoke, VA 24019 where all locations will aggregate to.

3. **Route Diagram:**

See Attached



3370 Bradshaw Rd - Macons Cove Elem

6533 Peters Creek Rd - Burlington Elem

6758 Northside High School Rd - Northside HS

5901 Plantation Cir - Mountain View Elem

5437 Crumpacker Dr - Bonsack Elem

5901 Cove Rd - Glen Cove Elem

5937 Cove Rd - Roanoke

701 S Market St - Transportation Dept

2902 E Washington Ave - William Byrd HS

21 Ruddell Rd - Herman L Horn Elem

4549 Marus Dr - Glenvar HS

3115 W Main St - Fort Lewis Elem

1760 Roanoke Blvd - Burton Center

1200 Hardy Rd - WE Cundiff Elem

4902 Hidden Valley School Rd - Hidden Valley MS

5005 Grandin Rd Ext - Oak Grove Elem

3838 Overdale Rd - Green Valley Elem

5000 Titan Trl - Hidden Valley HS

3216 Mt Pleasant Blvd - Mt Pleasant Elem

3712 Chaparral Dr - Cave Spring HS

5404 Springlawn Ave - Cave Spring Elem

5205 Franklin Rd - Clearbrook Elem

7130 Bent Mountain Rd - Back Creek Elem

Bent Mountain

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Image Landsat

Google earth



Roanoke County
Public Schools
Dark Fiber Solution
Network locations, 2 fibers per site

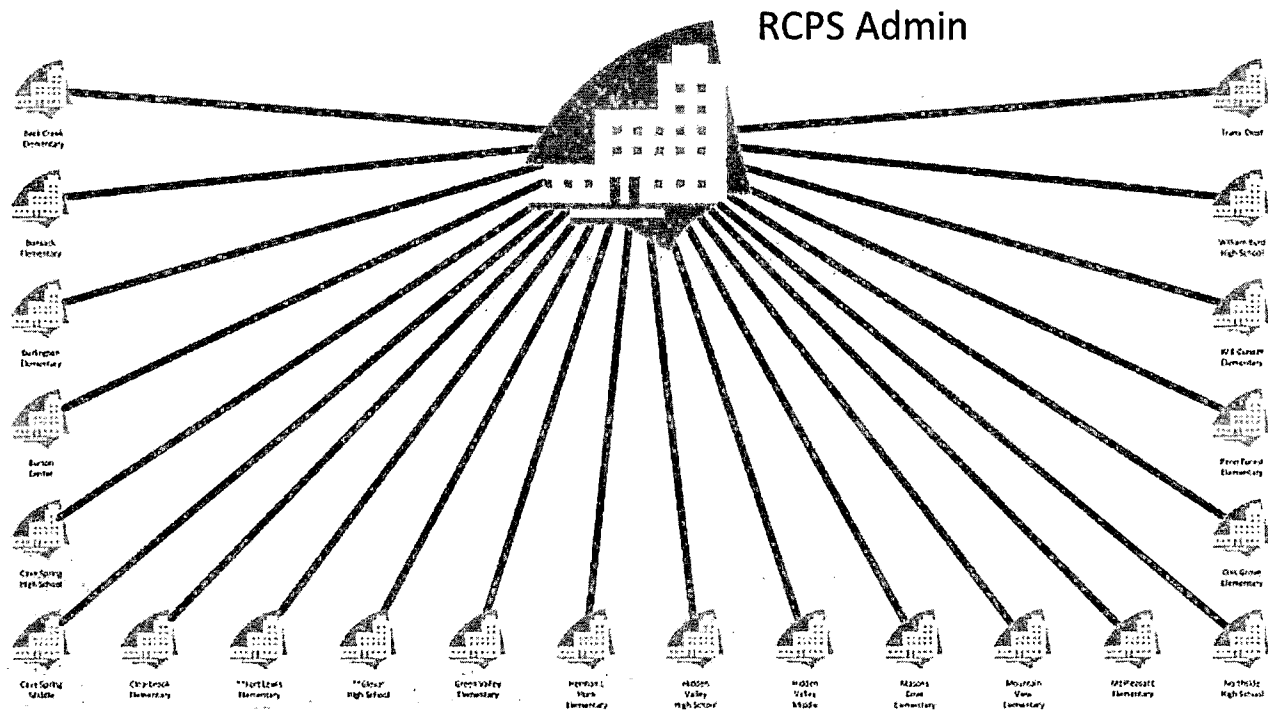


EXHIBIT B

Leased Fibers Optic Specifications

Cox will provide two (2) fiber strands between the addresses set forth in Exhibit A up to the Demarcation Points set forth in Exhibit A.

ROUTINE MAINTENANCE:

Cox shall perform routine and preventative maintenance of the Leased Fibers, including the following:

- (A) Cox and Customer will utilize the contact information as set forth in Exhibit C when coordinating and performing maintenance of the Leased Fibers;
- (B) Cox shall patrol and monitor the fiber route where the Leased Fibers are located on a regular basis. During these patrols, Cox will ensure that "Call-Before-You-Dig" (CBYD) right-of-way marker signs are in place at reasonable intervals and undamaged. Damaged and/or missing signs will be replaced. Such signs shall include the toll free number for Cox's network operation center or other twenty-four (24) hour response unit;
- (C) Cox shall establish membership in the local CBYD program, and perform all cable and conduit locate activities required to protect the Leased Fibers;
- (D) Cox shall oversee and coordinate day-to-day routine maintenance activities of the fiber route where the Leased Fibers are located. Cox shall be responsible for ensuring that routine maintenance activities are carried out in a timely fashion;
- (E) Any scheduled routine maintenance activity that Cox reasonably believes could result in an interruption, as described in Section 9.2 of this Agreement, shall be coordinated with Customer by utilizing Customer's contact information as set forth in Exhibit C;
- (F) In the event that a scheduled maintenance activity is canceled or delayed, the scheduling Party shall inform the other Party so that the maintenance activity may be rescheduled.

EXHIBIT C

Contact/Escalation List

COX:

Russell Decker, Senior Account
Executive, 540-777-7383

Beth Sherman, Sales Manager, 540-
777-7488

Tommy Kinder, Supervisor, CB
fulfillment. 540-777-7476

CUSTOMER:

Mike Lawrence, IT Manager,
540-520-0341

Jeff Terry, Director, IT,
540-362-3900 ext 10270



ROANOKE COUNTY

Purchasing Division
5204 Bernard Drive, Suite 300-F, P.O. Box 29800
Roanoke, Virginia 24018-0798
TEL: (540) 772-2061 FAX: (540) 772-2074

CONTRACTUAL AGREEMENT #2017-083 WAN Services for Roanoke County Public Schools

AMENDMENT # 1

Date: June 13, 2019

This Amendment amends the above Contract as follows:

1. Per the attached Amendment to Commercial Services Agreement dated May 15, 2019, service provided will be upgraded from 10 Gbps to 20 Gbps.

Cox Virginia Telecom, L.L.C.

County of Roanoke

[Signature] 6/14/19
Authorized Signature/Date

[Signature] 6-13-19
Authorized Signature/Date

Tim Hinson, Region Vice President
Type or Printed name and Title
Cox Business

Kate Hoyt, Buyer



Customer Information		Authorized Customer Representative Information	
Legal Company Name:	Roanoke County Public Schools	Full Name:	
Street Address:	5937 COVE RD	Billing Telephone:	000-000-0000
City/State/Zip:	Roanoke, Virginia 24019	Fax:	
Billing Address:		Contact Number:	
City/State/Zip:		Email Address:	
Cox Account #:	239-0052502-01, 239-0054517-01		
Merge Bill	No		

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

Special Conditions:**Promotion Details:**

By signing this Amendment to Commercial Services Agreement ("Amendment"), Customer represents that it is the authorized Customer representative and the information above is true and correct. This Amendment amends the Commercial Services Agreement last executed by Cox and Customer (the "CSA") and binds Customer to the terms and conditions contained in this Amendment and in the CSA, including without limitation, (i) the Service Terms incorporated into the CSA, (ii) the General Terms located at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> and (iii) any other terms and conditions applicable to the Services, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox>, State and Federal regulations, the AUP posted at <http://ww2.cox.com/aboutus/policies/business-policies.cox> (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/Internetdisclosures. Customer acknowledges receipt and acceptance of the Service Terms, the AUP, General Terms, and all other referenced terms and conditions by signing this Amendment. This Amendment is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Amendment to Cox unchanged within thirty (30) days from the date above. By signing this Amendment, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the Interstate/Intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signatures to sign this Amendment, provided the electronic signature method used by Customer is acceptable to Cox. This Amendment shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of this Amendment by Cox shall occur upon the earlier of (i) Cox's countersignature of this Amendment or (ii) Cox's implementation of the changes to the Agreement that are set forth in this Amendment. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms.

Customer Authorized Signature**CoxCom, LLC d/b/a Cox Business; Cox Virginia Telcom, LLC**Signature: *K. Hays, Buyer*Signature: *Tim Hinson*Print: *Kate Hays*Print: *Tim Hinson*Title Position: *Buyer*Title Position: *Region Vice President, Cox Business*Date: *6.13.2019*Date: *6/14/19*