



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

July 19, 2022

Commissioners Court
Harris County, Texas

RE: Job No. 210088

Members of Commissioners Court:

Please approve the attached Order(s) authorizing the County Judge to execute the attached First Amendment to the Agreement(s) for the following:

Description: Next Generation Data Center Solution for Harris County Universal Services-Technology

Vendor(s): Layer 3 Communications, LLC

Amount: \$575,063 previously approved funds for the term 06/27/2022 - 06/26/2023
200,419 additional funds for the term 06/27/2022 - 06/26/2023
\$775,482

Reviewed By: • Harris County Purchasing • Universal Services - Technology

The Amendment increases funding for the purpose of modifying the equipment list and support services needed for the project. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,

DeWight Dopslauf
Purchasing Agent

DS
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA JULY 19, 2022



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
HARRIS COUNTY AND LAYER 3 COMMUNICATIONS, LLC**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This First Amendment to the Agreement is made and entered into by and between Harris County (the “County”), a body corporate and politic under the laws of the State of Texas, acting by and through its Universal Services department, and Layer 3 Communications, LLC. (“Contractor”). The County and Contractor are referred to herein collectively as the “Parties” and individually as a “Party.”

Recitals

On November 30, 2021, the County entered into an agreement with Contractor to provide a Next Generation Data Center (NGDC) networking solution and services in connection with its delivery and implementation, as set forth in the specifications of the Request for Proposals for Purchasing Job #21/0088 (the “Master Agreement”).

The County and Contractor now desire to amend the agreement for the purpose of adding funding for modifications to the equipment list and support services needed for the project (the “Services”).

Contractor warrants and represents that it is willing and capable of providing the Services.

Terms

I.

This Amendment shall be governed by the Master Agreement, which is incorporated herein by reference as though fully set forth word for word.

II.

Subject to the Limit of Appropriation, Contractor will be paid in accordance with the document attached hereto as Exhibit A (“Quote”).

III.

LIMIT OF APPROPRIATION

Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Amendment, that the total maximum compensation that Contractor may become entitled to for the Services performed under this Amendment, and the total maximum sum that the

County shall become liable to pay to Contractor under this Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Two Hundred Thousand Four Hundred Nineteen and 20/Dollars (\$200,419.20) as certified available by the Harris County Auditor as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.

Contractor understands and agrees, said understanding and agreement also being of the absolute essence of this Amendment, that the total maximum compensation that Contractor may become entitled to hereunder, and the total maximum sum that the County shall become liable to pay to Contractor hereunder, shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified by the Purchase Order. Any Services performed or expenses incurred by the Contractor prior to the issuance of a Purchase Order are at the Contractor's own expense and are not reimbursable. Notwithstanding anything to the contrary, or that may be construed to the contrary, the County's liability under the terms and provisions of this Amendment is limited to the funds on the Purchase Order; and that when all the funds so certified are expended, Contractor's sole and exclusive remedy shall be to terminate this Amendment.

If the Services and charges to be provided for will equal or exceed the amount certified available, Contractor will notify the County immediately. If the amount certified is depleted prior to the end of the term of this Amendment, Contractor may terminate all Services hereunder upon the total depletion of the certified funds unless the County, at its sole option, certifies additional funds, as evidenced by a written amendment to this Agreement and the Purchase Order, in which event Contractor shall continue to provide the Services herein specified to the extent funds are available.

With regard to any renewal or extension of this Amendment, the County has not allocated any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the County exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal period and in accordance with the terms and conditions of this Amendment. Failure to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Amendment.

IV.

All other terms and provisions of the Master Agreement shall remain in full force and effect as originally written.

V.


It is expressly understood and agreed that the Master Agreement is incorporated herein by reference. In the event of any conflict between the terms and provisions of this Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Master Agreement, or the terms and provisions of any part of portion of the previous amendments, this Forty-Fourth Amendment shall control.

VI.

Execution, Multiple Counterparts: This Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Amendment.

LAYER 3 COMMUNICATIONS, LLC

HARRIS COUNTY

By: 
Name: Dave Kapavik
Title: Account Manager
Date: 5-6-2022

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: Cherelle Sims
Cherelle Sims
Assistant County Attorney
C.A. File 22GEN1461

EXHIBIT A

“Quote”

(follows behind)

6650 W. Sam Houston Pkwy N. Suite
450
Houston, TX 77041
Phone: (281) 310-9800
Fax: (866) 535-3925
sales@layer3com.com

Presented To:
Harris County
Harris County Auditor C/O Accounts
Payable 1001 Preston, Suite 800
Houston, Texas 77002

Date: 3/22/2022

Valid Until: 4/21/2022

Terms: NET 30

FOB:

ATTN: Andrew Keene
713-274-7794
andrew.keene@itc.hctx.net

Contract #: Job No. 21/0088

Submitted By: Dave Kapavik

dkapavik@layer3com.com

Harris County Job No. 21/0088

Hardware/Software

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	UNIT COST	EXTENDED COST
DCS-7280CR3-32P4-F	Arista 7280R3, 32x100GbE QSFP and 4x400GbE OSFP switch router, front to rear air, 2 x AC	2.00	\$ 83,995.00	\$35,277.90	\$70,555.80
DCS-7280CR3MK-32P4S-F	Arista 7280R3S, 32x100GbE QSFP and 4x400GbE OSFP switch router, MACsec, large route, front to rear air, 2 x AC	2.00	\$ 100,795.00	\$42,333.90	\$84,667.80
LIC-FIX-3-FLX-L	FLX-Lite License for Arista Fixed Group 3 - Full Routing Up to 256K Routes, EVPN, VXLAN, SR, base MPLS LSR (no TE or link/node protection)	4.00	\$ 15,495.00	\$6,507.90	\$26,031.60
Hardware/Software SUBTOTAL					\$181,255.20

CloudVision

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	TERM	TERM UOM	UNIT COST	EXTENDED COST
SS-CV-SWITCH-1M	Arista CloudVision SW Subscription License for 1-Month for 1 Switch	24.00	\$295.00	1.0000	months	\$0.00	\$0.00
SS-CV-SWITCH-1M-P	Promotion - CloudVision SW Subscription License for 1-Month for 1 Switch. 10G+ Platforms. Includes Z, V2 Features.	24.00	\$225.00	1.0000	months	\$94.50	\$2,268.00
CloudVision SUBTOTAL							\$2,268.00

Support

PART NUMBER	DESCRIPTION	QTY	LIST PRICE	TERM	TERM UOM	UNIT COST	EXTENDED COST
SVC-7280CR3-32P4-1M-NB	1 Month A-Care Software & NBD Hardware Replacement/Same Day Ship for 7280CR3-32P4	24.00	\$500.00	1.0000	months	\$320.00	\$7,680.00
SVC-7280CR3MK-32P4-1M-NB	1 Month A-Care Software & NBD Hardware Replacement/Same Day Ship for 7280CR3MK-32P4	24.00	\$600.00	1.0000	months	\$384.00	\$9,216.00
Support SUBTOTAL							\$16,896.00

Billing Terms: 1 One Time Bills

Total Cost: \$200,419.20

First Bill: \$200,419.20

ORDER OF COMMISSIONERS COURT
Authorizing Amendment to Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN AMENDMENT TO THE AGREEMENT
BETWEEN HARRIS COUNTY AND LAYER 3 COMMUNICATIONS, LLC**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby authorized to execute on behalf of Harris County, an Amendment to the Agreement with Layer 3 Communications, LLC, in an amount not to exceed Two Hundred Thousand Four Hundred Nineteen and 20/Dollars (\$200,419.20), for the purpose of modifying the equipment list and support services needed for the project. The Amendment is incorporated herein by reference as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.