



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

July 21, 2022

Commissioners Court
Harris County, Texas

RE: State of Texas Department of Information Resources (DIR) Cooperative Contract

Members of Commissioners Court:

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

Description: Microsoft Enterprise Support Services for Harris County Universal Services - Technology

Vendor(s): Microsoft Corporation (DIR-CPO-4911)

Amount: \$ 914,666 previously approved funds for the term 04/01/2022 - 03/31/2023
143,243 additional funds for the term 04/01/2022 - 03/31/2023
\$1,057,909

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

The Amendment increases funding for additional support services. A purchase order has been issued.

Sincerely,

DeWight Dopslauf
Purchasing Agent

JP
Attachment(s)
cc: Vendor(s)

FOR INCLUSION ON COMMISSIONERS COURT AGENDA AUGUST 02, 2022



**SECOND AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY
AND MICROSOFT CORPORATION**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Amendment is made and entered into by and between Harris County (“County” or “Customer”), a body corporate and politic under the laws of the State of Texas acting by and through Harris County Universal Services, and Microsoft Corporation (“Microsoft”). The County and Microsoft are referred to herein collectively as the “Parties” and individually as a “Party.”

Recitals

On or about March 22, 2022, the County entered into a cooperative contract through the State of Texas Department of Information Resources (DIR) with Microsoft Corporation (#DIR-CPO-4911) to purchase Microsoft Enterprise support services for the County (the “Agreement”).

The Parties amended the Agreement for the purpose of adding funding for additional services and terms required for the provision of the services.

The Parties now desire to amend the Agreement a second time (“Second Amendment”) for the purpose of adding funding for additional services, as detailed in Exhibit A (the “Services”).

Microsoft represents it is capable and willing to provide the Services.

Terms

I.

This Amendment shall be governed by the Agreement, which is incorporated herein by reference.

II.

The Agreement is hereby amended to add funding in the amount of One Hundred Forty-Three Thousand Two Hundred Thirty-Four and No/Dollars (\$143,234.00) for additional services as detailed in Exhibit A of the Agreement.

III.

LIMIT OF APPROPRIATION: Microsoft understands and agrees, said understanding and agreement also being of the absolute essence of this Amendment, that the total maximum compensation that Microsoft 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 Microsoft under this Amendment in

addition to amounts previously certified, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of ne Hundred Forty-Three Thousand Two Hundred Thirty-Four and No/Dollars (\$143,234.00) as certified available by the Harris County Auditor as evidenced by the issuance of a Purchase Order from the Harris County Purchasing Agent.

Microsoft understands and agrees, said understanding and agreement also being of the absolute essence of this Amendment, that the total maximum compensation that Microsoft may become entitled to hereunder, and the total maximum sum that the County shall become liable to pay to Microsoft 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 Microsoft prior to the issuance of a Purchase Order are at Microsoft'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, Microsoft'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, Microsoft will notify the County immediately. If the amount certified is depleted prior to the end of the term of this Amendment, Microsoft 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 Microsoft 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 Agreement shall remain in full force and effect as originally written.

V.

It is expressly understood and agreed that the Agreement is incorporated herein by reference to this Amendment. 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 Agreement, this Amendment shall control.

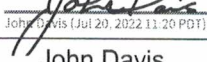
VI.

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.

[EXECUTION PAGE FOLLOWS]

MICROSOFT CORPORATION

By: 
Name: John Davis
Title: Director of Specialist Sales
Date: 7/20/2022

HARRIS COUNTY

By: _____
LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY


By: 
Cherelle Sims
Assistant County Attorney
C.A. File 22GEN2519

EXHIBIT A

“Microsoft Enterprise Services Work Order Amendment #2”

(follows behind)

Microsoft Enterprise Services Work Order Amendment#2

Work Order Number

T000224-376218-465655

This amends the **Microsoft Enterprise Services Work Order** identified above between the Customer **Harris County Universal Services** and Microsoft Corporation as of the effective date identified below. Any terms that are used but not defined in this amendment will have the same meanings as in the agreement.

Amendment.

Section, 1.1. Term of the Enterprise Services Work Order is hereby deleted and replaced in its' entirety to change the end date of contract with:

Microsoft Enterprise support services will commence on **4/1/2022** (the "Support Commencement Date") and will expire on **3/31/2023** (the "Support Expiration Date").

Section, 1.2. Description of the Services of the Enterprise Services Work Order is hereby

Fee Summary

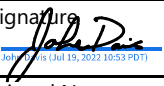
Services Summary	Billing Date	Fee USD (ref currency)
Harris County Universal Services - Cybersecurity Incident Response Addt'l Week Add-on - 2022-23	07/30/2022	\$143,234.00
Subtotal		\$143,234.00
Total Fees (excluding taxes)		\$143,234.00

Services by Support Location

Country: United States (Unified Enterprise Support)
<ul style="list-style-type: none">1 ea of Cybersecurity Incident Response - Additional Week Service73 hours of Service Delivery Management Extended Service.

I. Effect of Amendment.

Except as specifically amended by this amendment, all provisions of the agreement shall remain unchanged and in full force and effect. When this amendment is fully executed, you will receive a confirming copy.

Customer	Microsoft
Name	
Harris County Universal Services	Microsoft Corporation
Signature	Signature  <small>John Davis (14 Jul 19, 2022 16:53 PDT)</small>
Printed Name	Printed Name John Davis
Printed Title	Printed Title Director of Specialist Sales
Signature Date	Signature Date 7/19/2022

ORDER OF COMMISSIONERS COURT
Authorizing execution of an Amendment to an agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, 2022 with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF AN AMEDNMENT
TO AN AGREEMENT BETWEEN
HARRIS COUNTY AND MICROSOFT CORPORATION**

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:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. 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, for and on behalf of Harris County, an Amendment to an Agreement with Microsoft Corporation for the purpose of adding funding for additional support services in an amount not to exceed One Hundred Forty-Three Thousand Two Hundred Thirty-Four and No/Dollars (\$143,234.00). The Amendment and Agreement are incorporated as though fully set forth herein 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.